

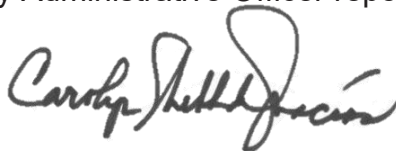
0150-12936-0000

TRANSMITTAL

TO The Council	DATE 06/06/2025	COUNCIL FILE NO.
FROM The Mayor	COUNCIL DISTRICT All	

PROPOSED PERSONAL SERVICES CONTRACT BETWEEN THE BUREAU OF SANITATION AND E-RECYCLING OF CALIFORNIA FOR THE COLLECTION, TRANSPORTATION, PROCESSING, AND RECYCLING SERVICES OF ELECTRONIC WASTE FOR THE BUREAU'S HOUSEHOLD HAZARDOUS WASTE PROGRAM FOR A MAXIMUM CONTRACT AMOUNT OF \$1,000,000 OVER A FIVE YEAR TERM WITH TWO THREE YEAR EXTENSION OPTIONS AND SIX MONTHLY OPTIONS.

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



MAYOR

(Carolyn Webb de Macías for)

MWS/PJH/JVW:amm:10250167

Report From

OFFICE OF THE CITY ADMINISTRATIVE OFFICER

Analysis of Proposed Contract

(\$25,000 or Greater and Longer than Three Months)

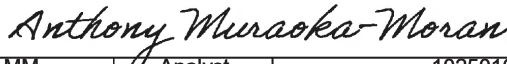
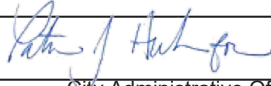
To: The Mayor	Date: 06-02-2025	C.D. No. All	CAO File No.: 0150-12936-0000
Contracting Department/Bureau: Public Works: Bureau of Sanitation		Contact: Yasi Lozano – (213) 485-3822 Nancy Lantin – (213) 485-2158	
Reference: Transmittal from the Board of Public Works dated February 26, 2025 updating Bureau of Sanitation and Bureau of Contract Administration Joint Board Report (BPW-2025-0132) dated February 26, 2025			
Purpose of Contract: For the collection, transportation, processing, and recycling services of electronic waste			
Type of Contract: (X) New contract () Amendment, Contract No.		Contract Term Dates: Five years from date of execution, with two three-year renewal options, and month-to-month extension for up to six months for a total potential term of 11 years and six months	
Contract/Amendment Amount: \$ 1,000,000			
Proposed amount \$ 1,000,000 + Prior award(s) \$ 0 = Total \$ 1,000,000			
Source of funds: Revenue received from this agreement will be deposited into the Household Hazardous Waste Fund			
Name of Contractor: E-Recycling of California			
Address: 8839 Pioneer Blvd., Santa Fe Springs, CA 90670			
	Yes	No	N/A
1. Council has approved the purpose	X		
2. Appropriated funds are available	X		
3. Charter Section 1022 findings completed	X		
4. Proposals have been requested	X		
5. Risk Management review completed	X		
6. Standard Provisions for City Contracts included	X		
7. Workforce that resides in the City: 6.4%			
8. Business Inclusion Program	X		
9. Equal Benefits & First Source Hiring Ordinances	X		
10. Contractor Responsibility Ordinance	X		
11. Disclosure Ordinances	X		
12. Bidder Certification CEC Form 50	X		
13. Prohibited Contributors (Bidders) CEC Form 55	X		
14. California Iran Contracting Act of 2010			X

RECOMMENDATION

That the City Council authorize the Board of Public Works (Board), or two members of the Board, on behalf of the Bureau of Sanitation, to execute the proposed Personal Services Contract with E-Recycling of California, for the collection, transportation, processing, and recycling services of electronic waste for a five-year term, with two three-year renewal options, and an option to extend on a month-to-month basis for six months to be exercised at the City's sole discretion, for a total potential term of 11 years and six months, which has been previously approved by the Board. The contract will generate revenue for the City through electronic waste recycling. The maximum contract amount of \$1,000,000 is included as contingency funds. Authority to execute is subject to the City Attorney approval as to form.

SUMMARY

In accordance with Executive Directive No. 3 (Villaraigosa), the Board of Public Works (Board), on behalf of the Bureau of Sanitation (Bureau), requests approval to execute a new personal services contract (Contract/Attachment 1) with E-Recycling of California (Vendor) for the collection,

 AMM Analyst 10250167	 City Administrative Officer
---	---

transportation, processing, and recycling services of electronic waste for the Bureau's Electronic Waste Program.

E-waste is an electronic product that is no longer functional or has reached the end of its useful life. E-waste contains materials that pose environmental and public health risks. In 2003, The Electronic Waste Recycling Act (SB20) was passed, outlawing the disposal of e-waste into the trash, and established the Covered Electronic Waste (CEW) Recycling Program, which provides funding for the collection and recycling of e-waste.

Collection of e-waste is a key component of the City's Household Hazardous Waste Management Plan. The Bureau collects e-waste from residents of the City through seven (7) SAFE (Solvents, Automotive, Flammables, and Electronics) collection centers, weekly mobile events, and the residential curbside e-waste collection program. The City does not operate its own e-waste processing and recycling facility and has contracted for these services. The Bureau's current contract for these services is set to expire June 3, 2025 (C.F. 14-0234).

E-Waste Fee - Under the California Department of Resources Recycling and Recovery's (CalRecycle) CEW Program, retailers of certain electronic devices collect an Electronic Waste Recycling Fee at the time of sale and send those funds to the California Department of Tax and Fee Administration. CalRecycle then process claims from Approved Recyclers, who then reimburse Approved Collectors. The Vendor is an Approved Recycler, a company approved by the state of California to participate in the CEW Recycling Program. The City received Approved Collector status in 2005. Through its Residential Special Materials Program, the Bureau recycled 3,419,597 pounds of e-waste and received \$452,633.03 in reimbursements during fiscal year 2022-23.

Scope of Work

Under the proposed Contract, the Vendor will provide the collection, transportation, processing, and recycling of electrical waste that is generated City and collected by the Bureau. The Vendor will perform these duties, while complying with the following requirements:

1. Collect, package, transport, store, and recycle/dispose of electric waste from the City's seven SAFE (Solvents/automotive/flammables/electrics) Centers, Bureau collection yards, and other E-waste collection locations;
2. Coordinate with the City's Residential Special Materials (RSM) Program contractor to avoid conflict with RSM Program operations;
3. Provide all materials, supplies, and equipment required to conduct the proposed services;
4. Provide appropriately trained staff capable of conducting all proposed services;
5. Provide support services such as project management, permit development, and public outreach as directed by the City;
6. Maintain all records pertaining to the performance of this Contract; and,
7. Comply with all Federal, State, County, and local rules, ordinances, laws and permits applicable to the services and operations described in the Contract.

Failure of the Vendor to comply with these requirements will result in liquidated damages in accordance with the provisions in Article 9 of the proposed Contract.

Vendor Selection Process - On June 30, 2023, the Board authorized the Bureau to issue a Request for Proposal (RFP) for electronic waste collection, transportation, processing, and recycling services. The

RFP was limited to Approved Recyclers and posted on the Regional Alliance Marketplace for Procurement (RAMP) on July 14, 2023 and the Bureau received three proposals on the September 28, 2023, the submittal deadline. The Bureau evaluated and scored the proposals based on the following criteria:

- Cost and Budget Control: 45 percent
- Proposal Content and Responsiveness: 35 percent
- Qualifications: 20 percent

The Vendor received a score of 93 percent and was determined to be the best qualified proposer and was selected for contract award. Additional details on the RFP process, evaluations, rankings and the eventual awarding of the contract to the Vendor are discussed in detail on pages 2, 3, and 4 in the joint Bureau and Bureau of Contract Administration Board report.

CITY COMPLIANCE

On June 21, 2021, in accordance with Charter Section 1022, our Office determined that it would be more feasible to contract out the work due to City forces lacking the technical expertise to perform the proposed work and the City lacking the appropriate certified facilities to enable the performance of the proposed work. The Vendor does not subcontract with other contractors to perform the proposed work. All other City requirements and standard contract provisions have been adhered to. Authority to execute is subject to the City Attorney approval as to form. Our Office has review and recommend approval.

FISCAL IMPACT STATEMENT

There is no impact to the General Fund. Funding is provided by the Household Hazardous Waste Fund (HHW), which is at full cost recovery. Revenue generated will be deposited into the HHW Fund 567/50/336201. The Contract includes Standard Provisions which contain a City obligation limitation clause which limits the City's obligation to make payments to funds which have been appropriated for this purpose.

FINANCIAL POLICIES STATEMENT

The recommendation in this report complies with the City's financial policies in that new revenues will be applied to support existing operations.

**BOARD OF PUBLIC WORKS
MEMBERS**

VAHID KHORSAND
PRESIDENT

JENNY CHAVEZ
VICE PRESIDENT

JOHN GRANT
PRESIDENT PRO TEMPORE

STEVE S. KANG
COMMISSIONER

FAITH I. MITCHELL
COMMISSIONER

CITY OF LOS ANGELES

CALIFORNIA



KAREN BASS
MAYOR

**OFFICE OF THE
BOARD OF PUBLIC WORKS**

ELYSE MATSON
EXECUTIVE OFFICER

200 NORTH SPRING STREET
ROOM 361, CITY HALL
LOS ANGELES, CA 90012

TEL: (213) 978-0261
TDD: (213) 978-2310
FAX: (213) 978-0278

<http://bpw.lacity.org>

February 26, 2025

BPW-2025-0132

The Honorable Mayor Bass
City Hall – Room 320
Los Angeles, CA 90012

PERSONAL SERVICE CONTRACT (PSC) – E-RECYCLING OF CALIFORNIA

As recommended in the accompanying report from the Directors of the Bureaus of Sanitation and Contract Administration, which this Board has adopted, the Board of Public Works (Board) recommends that the Mayor and City Council:

1. APPROVE the Board of Public Works (Board) be authorized to execute a PSC with E-Recycling of California for electronic waste collection, transportation, processing, and recycling services; and
2. AUTHORIZE the President or two members of the Board will execute the contract.

Fiscal Impact: The contract is expected to generate revenue that will be used to cover some of the cost of the City of Los Angeles's Household Hazardous Waste program. Funds reimbursed to LA Sanitation and Environment originate from the California Covered Electronics Waste Recycling Program administered by California's Department of Resources Recycling and Recovery (CalRecycle).

Sincerely,

ELYSE MATSON,
Executive Officer, Board of Public Works

EM:lc

DEPARTMENT OF PUBLIC WORKS
BUREAU OF SANITATION
BUREAU OF CONTRACT ADMINISTRATION
JOINT BOARD REPORT NO. 1
FEBRUARY 26, 2025

BPW-2025-0132
ADOPTED BY THE BOARD
PUBLIC WORKS OF THE CITY
of Los Angeles California

FEB 26 2025
AND REFERRED TO THE MAYOR


Executive Officer
Board of Public Works
AND REFERRED TO THE CITY COUNCIL

CD: ALL

AUTHORITY TO AWARD AND EXECUTE A PERSONAL SERVICES CONTRACT FOR ELECTRONIC WASTE COLLECTION, TRANSPORTATION, PROCESSING, AND RECYCLING SERVICES TO E- RECYCLING OF CALIFORNIA (W.O. # SHHAZWST)

RECOMMENDATIONS

1. Approve and forward this report with transmittals to the Mayor and City Council (Council) requesting the Board of Public Works (Board) be authorized to execute a Personal Services Contract with e-Recycling of California (ERC) for electronic waste collection, transportation, processing, and recycling services.
2. Upon the Mayor's and Council's authorization, the President or two (2) members of the Board will execute the contract.

FISCAL IMPACT STATEMENT

The contract is expected to generate revenue that will be used to cover some of the cost of the City of Los Angeles's (City) Household Hazardous Waste program. Funds reimbursed to LA Sanitation and Environment (LASAN) originate from the California Covered Electronics Waste Recycling Program administered by California's Department of Resources Recycling and Recovery (CalRecycle).

TRANSMITTALS

1. Copy of the LASAN and Bureau of Contract Administration (BCA) Joint Board Report No. 1 adopted June 30, 2023, authorizing LASAN to distribute a Request for Proposals (RFP) and to negotiate a contract for Electronic Waste Collection, Transportation, Processing, and Recycling Services.
2. Copy of the proposed Personal Services Contract between the City and ERC.

DISCUSSION

Background

"E-waste" refers to electronic products that are no longer functional or have reached the end of their useful life. Each year, countless computers, printers, televisions, and other electronics are deemed outdated by consumers and discarded as e-waste. Many of these devices contain components with hazardous materials, depending on their condition and concentration. For example, California law classifies non-functioning cathode ray tubes (CRTs), printed circuit boards, and mercury-containing bulbs from devices such as televisions, laptops, tablets, and monitors as hazardous waste due to their potential environmental and health risks.

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The Electronic Waste Recycling Act of 2003 (Senate Bill 20 or SB 20) is a California law that provides funding for the collection and recycling of electronic waste (e-waste). E-waste diversion is a key component of the City's Household Hazardous Waste Management Plan (HHWMP). As an Approved Collector, LASAN received \$452,633.03 in reimbursements during fiscal year (FY) 2022-23.

LASAN facilitates e-waste and other household hazardous waste (HHW) collection from residents of the City and County of Los Angeles through seven (7) "SAFE" permanent collection centers, weekly mobile events, and a residential curbside e-waste collection program. "SAFE" stands for Solvents, Automotive, Flammables, and Electronics, representing categories of toxic waste prohibited in landfills, including e-waste. Through its Residential Special Materials (RSM) Program, LASAN successfully recycled 3,419,597 pounds of e-waste from 135,677 participating households in FY 2022-23.

The City does not operate its own e-waste processing and recycling facilities, instead relying on contracted services for processing, recycling, and marketing all collected e-waste. With the current contract for these services set to expire on June 3, 2025, LASAN issued a Request for Proposal (RFP) on June 30, 2023, to secure a new contract for these essential services.

The RFP PROCESS

On June 30, 2023, the Board approved LASAN and the Bureau of Contract Administration's (BCA) Joint Board Report No. 1 authorizing LASAN to distribute an RFP and negotiate a personal services contract for Electronic Waste Collection, Transportation, Processing, and Recycling Services. The RFP solicited e-waste-related services from qualified firms for e-waste collection, transportation, processing, and recycling at LASAN locations, including SAFE Centers, LASAN Collection yards, and mobile events. (Transmittal No. 1).

The RFP was posted on the Regional Alliance Marketplace for Procurement (RAMP) on July 14, 2023. The proposal submission deadline was September 28, 2023.

The RFP solicitation was limited to Approved Recyclers, which are companies authorized by the State of California (State) to participate in the State's reimbursement program for covered electronic waste (CEW). The RFP outlined a range of services required that included timely and reliable scheduling of pickups from various locations, participating in mobile collection events, and 100% destruction of all electronic devices that guarantee no data stored on a device can ever be accessed.

A total of three (3) proposals were received by the submission deadline, each from Electronic Recycling International, Inc. (ERI) (Other Business Enterprise (OBE)), e-Recyclers of California (ERC) (OBE), and Corporate E Waste Solutions (CEWS) (OBE). The three (3) proposals were sent to LASAN's Centralized Contract Unit (CCU) for evaluation of their compliance with the Business Inclusion Program (BIP) Outreach Requirements. CCU's evaluation deemed all three (3) proposals were responsive to those requirements. The Bureau of Contract Administration concurs with CCU's evaluation.

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The proposals were reviewed by an Evaluation Committee, consisting of six (6) raters from the Solid Resources Citywide Recycling Division. The Evaluation Committee assessed the proposals based on the criteria established in the RFP. The evaluation included a visit to each location to verify the on-site shredding of hard drives and other data storage devices and the site layout for capacity and capability.

Proposal Evaluations

Proposals were evaluated and ranked based on the evaluation criteria specified in the RFP, which included Cost and Budget Control (45 percent), Proposal Content and Responsiveness (35 percent), and Qualifications (20 percent), as shown in Table 1.

Table 1. Evaluation Criteria for Proposals

No.	Evaluation Criteria	Percentage
1	Cost and Budget Control	0-45%
	<ul style="list-style-type: none"> Revenue Sharing Rate Sheets 	
2	Proposal Content & Responsiveness	0-35%
	Technical Requirements and Financial Requirements <ul style="list-style-type: none"> Capability, capacity, and contingency plans Approved Recycler Facility Regulatory Compliance and Certification experience Adequate capability for training and reporting Financial Statements Insurance requirements 	
3	Qualifications	0-20%
	Qualifications and Experience <ul style="list-style-type: none"> At least 4 years of operational experience Statement of Qualifications Permit and Workplace Safety Requirements Statement of permit compliance Statement of workplace policies and procedures Submit OSHA citations and Log of Work-Related Injuries and Illnesses for the past 4 years Worker training certifications 	
Total Maximum		0-100%

The points from each evaluator were added together and then divided by six (6) to calculate the final score. The Proposal submitted by ERC received ninety-three (93) points and therefore represents the 'best value' from the three qualified proposers. Table 2 represents the ranks and scores for each proposer.

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Table 2. Scores and Ranks of the Proposals

Rank	Proposer	Score
1	ERC	93
2	ERI	87
N/A	CEWS	N/A

Evaluation Findings

Following a thorough evaluation and selection process, ERC is recommended as the Contractor for processing the City's collected e-waste.

E-Recycling of California (ERC)

ERC submitted a proposal for its Paramount, CA location. In 2023, ERC acquired a new facility in Santa Fe Springs, which became fully operational by July 2024. This new facility expanded from 32,000 to 96,000 square feet, with upgraded sizing and shredding equipment that doubled processing capacity. Located in the Greater Los Angeles Area, the Santa Fe Springs facility offers shorter response times and reduced transportation-related greenhouse gas emissions. ERC proposed the most competitive rates to the City while exceeding all qualification criteria and demonstrating the capacity to efficiently process the City's materials.

Electronic Recycling International (ERI)

ERI, the current contractor, proposed shipping and processing materials at their Fresno, California facility, located about 220 miles from the Greater Los Angeles area. While their proposal met and exceeded qualification criteria, their reimbursement rates were less competitive. Furthermore, reliance on long-distance freight carriers raised concerns about slower responsiveness.

Corporate E Waste Solutions (CEWS)

CEWS withdrew from final consideration in March 2024.

SCOPE OF SERVICES

The Contractor shall coordinate and schedule e-waste collection from LASAN permanent facilities, mobile collection events, and other designated locations. Responsibilities include the collection, transportation, processing, and recycling of e-waste from LASAN, as well as providing all necessary labor, equipment, and materials. This includes proper identification, segregation, packaging, transportation, storage, recycling, treatment, categorization, labeling, preparation of shipping papers and manifests, and final disposal.

The Contractor must employ adequately qualified and trained personnel to ensure the proper handling of hazardous waste and emergency response procedures. For mobile events, the Contractor shall collaborate with the City on a case-by-case basis, preparing the site and providing all required supplies and equipment. All vehicles used for e-waste transportation must be properly maintained, in good operating condition, and fully compliant with applicable laws.

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The Contractor is also expected to support new programs or adjustments to the materials accepted in the City's program. Additionally, the Contractor shall provide recovery payments to the City as outlined in the contract. This includes submitting a detailed monthly reporting package summarizing all collection activities, recovery payments, recovery costs, and subcontractor utilization.

LOCAL BUSINESS PREFERENCE (LBP) PROGRAM

All Proposers were eligible to participate in the LBP Program by qualifying as a Local Business Enterprise (LBE). At the time the RFP was advertised, the City granted eight percent (8%) of the total possible evaluation points added to their evaluation score to those Proposers who are certified as an LBE firm. Proposers who did not qualify as an LBE, but identified qualified LBE-certified subcontractors to perform work under this RFP, received a one percent (1%) preference, up to a maximum of five percent (5%), of the total possible evaluation points added to their evaluation score for every ten percent (10%) of the cost of the proposed work to be performed by certified LBE subcontractors.

None of the proposers participated in the LBP Program.

CONTRACT NEGOTIATION

A copy of the proposed contract between the LASAN and ERC for e-waste-related services is attached (Transmittal No. 2).

TERM OF AGREEMENT AND COST CEILING

The contract term will be for five (5) years with two three (3) year renewals for a total of eleven years. The contract is expected to generate revenue due to the California Covered Electronic Waste and Recycling Program over eleven (11) years. However, there is a contract ceiling for the entire contract term of 11 years in the amount of \$1,000,000, representing a contingency in case of unforeseen events.

BUSINESS INCLUSION PROGRAM (BIP)

On January 12, 2011, the Mayor issued Executive Directive No. 14 which created the BIP. This Program provides Minority Business Enterprise (MBE), Woman Business Enterprise (WBE), Small Business Enterprise (SBE), Emerging Business Enterprise (EBE), Disabled Veteran Business Enterprise (DVBE), and Other Business Enterprise (OBE) firms an equal opportunity to compete for and participate in City contracts. Additionally, the BIP requires bidders to perform and document a BIP Outreach via the Internet utilizing the Los Angeles Regional Alliance Marketplace for Procurement service.

This project was advertised with anticipated participation levels of 18 percent MBE, 4 percent WBE, 25 percent SBE, 8 percent EBE, and 3 percent DVBE, with mandatory BIP documentation requirements. Currently, the LGBTBE certification is not required as part of the BIP outreach but is tracked for statistical purposes.

ERC reported that the entire operation would be managed internally and there would be no subcontractors utilized.

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NOTIFICATION OF INTENT TO CONTRACT

The Notification of Intent to Contract (NOI) was filed with the CAO Clearinghouse on June 11, 2021.

CHARTER SECTION 1022

The CAO made a Charter 1022 determination on June 21, 2021, and concluded that there was an insufficient number of City staff to perform these services.

APPROVED AS TO FORM

The proposed contract has been approved as to form by the Office of the City Attorney.

CITY REQUIREMENTS

ERC has provided the following documents and shall comply with the following requirements:

- Non-Discrimination, Affirmative Action, and Equal Employment Practices Provisions
- City Business Tax Registration
- Insurance and Bond Requirements
- Business Inclusion Program Outreach Requirements
- City Labor Compliance Manual
- Living Wage Ordinance and Worker Retention Ordinance
- Los Angeles Residence Information
- Non-Collusion Affidavit
- Municipal Lobbying Ordinance
- Standard Provisions for City Contracts
- City Contract History
- Campaign Finance Ordinance
- Local Business Preference Program
- Iran Contracting Act of 2010
- Project Labor Agreement
- Bidder Certification CEC Form 50
- Bidder Certification CEC Form 55
- Equal Benefits Ordinance
- Child Support Obligations Ordinance
- Slavery Disclosure and Disclosure of Border Wall Contracting Ordinances
- Americans with Disabilities Act
- First Source Hiring Ordinance
- Contractor Bidder Campaign Contribution and Fundraising Restrictions
- City Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance
- Contractor Data Reporting

Attachments and forms pertaining to these requirements are included in the Contract Agreement and on www.rampla.org.

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CONTRACTOR RESPONSIBILITY ORDINANCE

All contractors participating in this program are subject to compliance with the requirements specified in the City's Contractor Responsibility Ordinance No. 173677, (Article 14, Chapter 1, Division 10, L.A.C.C.). Failure to comply with the requirements specified in this ordinance will render the bidder's contract subject to termination pursuant to the conditions expressed therein.

CONTRACT PERFORMANCE EVALUATION

In accordance with Article 13, Chapter 1, Division 10 of the City of Los Angeles Administrative Code (L.A.A.C.), the appropriate City Personnel responsible for the quality control of this contract agreement shall submit Contractor Performance Evaluation Reports to the Department of Public Works, Bureau of Contract Administration (BCA) upon completion of this contract.

CONTRACT ADMINISTRATION

Responsibility for administering this contract shall be the RSM team. Daily on-the-job operations, revenue and invoice verification, and contractor evaluation shall be the responsibility of LASAN, Solid Resources Citywide Recycling Division (SRCRD).

HEADQUARTERS ADDRESS AND WORKFORCE INFORMATION

The headquarters address of ERC is 8839 Pioneer Blvd, Santa Fe Springs, CA 90670.

ERC employs 109 people, of which 7 reside in the City.

PROJECT REVIEW BY DIRECTOR (PRD) APPROVAL

The project budget was approved by PRD on May 5, 2021, in the amount of \$1,000,000.

STATUS OF FINANCING

There is no impact to the General Fund. Revenues will be deposited into the Fund No. 567, Household Hazardous Waste Fund, Department No. 50, Departmental Revenue Source Code 336201, Recycle/Litter Red Prog - Covered Electronic Waste SB20.

Funds and appropriations for contingencies are not yet identified and will be determined by the Director and General Manager of LASAN.

(Signature page follows)

DEPARTMENT OF PUBLIC WORKS
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FEBRUARY 26, 2025

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Respectfully submitted,



Barbara Romero
Director and General Manager
Bureau of Sanitation

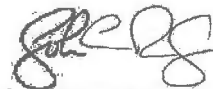
COMPLIANCE REVIEW PERFORMED
AND APPROVED BY:



Lynda McGlinchey (Feb 6, 2025 14:04 PST)

LYNDA McGLINCHEY, Program Manager
Office of Contract Compliance
Bureau of Contract Administration

Date: _____



JOHN L. REAMER, JR.
Inspector of Public Works
Bureau of Contract Administration

Date: _____

REVIEWED AND APPROVED BY:



Sarai Bhaga (Jan 28, 2025 13:17 PST)

SARAI BHAGA, Chief Financial Officer
Bureau of Sanitation

Date: _____

Prepared by:
Mary Benson, SRCRD
(213) 440-8366

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

JUN 30 2023


Executive Officer
Board of Public Works

DEPARTMENT OF PUBLIC WORKS

BUREAU OF SANITATION
BUREAU OF CONTRACT ADMINISTRATION
JOINT BOARD REPORT NO. 4
JUNE 30, 2023

CD: ALL

AUTHORITY TO DISTRIBUTE A REQUEST FOR PROPOSALS AND NEGOTIATE CONTRACT(S) FOR ELECTRONIC WASTE COLLECTION, TRANSPORTATION, PROCESSING, AND RECYCLING SERVICES - (W.O. NO. #SHHAZWST)

RECOMMENDATIONS

Authorize the Director and General Manager of LA Sanitation and Environment (LASAN) or her designee to:

1. Distribute and advertise the transmitted Request for Proposals (RFP) for Electronic Waste Collection, Transportation, Processing, and Recycling Services.
2. Evaluate the proposals and based on the established rating criteria, select and interview the most qualified proposer(s).
3. Negotiate a contract(s) with the most responsive proposer(s).
4. Return to the Board of Public Works (Board) for authority to award and execute any contract(s), subject to Mayor and City Council approval prior to contract execution.

TRANSMITTALS

1. Copy of the RFP for Electronic Waste Collection, Transportation, Processing and Recycling Services.
2. Copy of the Notification of Intent to Contract (NOI) filed with the Office of the City Administrative Officer (CAO) Clearinghouse on May 24, 2021.
3. Copy of CAO Charter 1022 determination made on June 21, 2021 finding that City employees do not have the expertise or capacity to perform the work.

DISCUSSION

Request for Proposals (RFP)

This RFP (Transmittal No. 1) is a solicitation for proposals from experienced contractors to provide collection, transportation, processing, and recycling services for electronic waste generated by Los Angeles City (City) and County (County) residents, businesses, and the City of Los Angeles, Department of Public Works, LASAN.

Background

Electronic waste (E-Waste) is any unwanted electronic device. E-Waste often contains heavy metals like lead, mercury, cadmium, and chromium. The Electronic Waste Recycling Act (Act) of 2003 (Senate Bills 20 and 50), and Chapter 23, of Title 22, of the California Code of Regulations, made it illegal to dispose of electronics in the trash, and established a state funded program for

BUREAU OF SANITATION
BUREAU OF CONTRACT ADMINISTRATION
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JUNE 30, 2023

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consumers to return, recycle, and ensure environmentally sound disposal of covered electronic devices.

The Act requires retailers to collect a front-end fee from consumers for each computer monitor, TV, or other CRT related devices sold by the retailer. Money collected by retailers for this Covered Electronic Waste (CEW) is remitted to the State of California, Department of Resources Recycling and Recovery (CalRecycle). CalRecycle's Approved Recyclers (E-Waste Contractors) submit payment claims to CalRecycle for processing and recycling E-waste. Approved Recyclers pay Approved Collectors, like the City, based on their CEW collected. The current standard statewide recovery payment rate for Approved Collectors is \$0.33 per pound, effective July 1, 2022. LASAN also expects to negotiate revenue sharing rates for other types of electronic devices.

LASAN's Residential Special Materials (RSM) Program has created a comprehensive infrastructure to provide residents with a safe, convenient and legal means to properly recycle E-Waste for free. The Electronic Waste Program, is a component of the RSM Program that manages the E-waste collected at S.A.F.E. Centers, mobile collection events, and City facilities including Piper Tech and C.L.A.R.T.S. In 2021, more than 5.1 million pounds of E-Waste was collected.

The selected proposer shall collect, transport, dismantle to commodity levels, recycle, treat, and properly dispose of all E-waste and components. All E-Waste must be dismantled within the State of California at an approved recycler facility. No whole units shall be shipped out of California.

The City's current contract with Electronic Recyclers International, Inc. (Contract C-123999) for E-Waste collection, transportation, and processing, will expire on June 2, 2025. LASAN is requesting authority to release an RFP to solicit proposals to continue managing the City's E-Waste in the most innovative and economical ways. Any contract(s) awarded pursuant to this proposal will be for collection, transportation, processing, and recycling services for all E-Waste collected. An estimated five (5) million pounds of E-waste is projected to be managed annually under the contract. The City intends to select one or more qualified proposers, negotiate contract(s), and work cooperatively toward implementing a sound and diversified management plan for its E-waste.

Proposed Term of Contract

The contract(s) will be for a term of five (5) years, with two (2), five (5) year renewal option(s) for a total of fifteen (15) years.

Rationale for Using an RFP

The RFP process is being used to solicit the best available services that are specialized, and at the most competitive price. A proposal review committee of City staff will evaluate all proposals in order to determine which proposal(s) will bring the greatest benefits to the City.

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Selection Process and Evaluation Criteria

The proposal review committee, consisting of City staff, will evaluate and rate all proposals. LASAN will submit a report to the Board, containing a recommendation to award and execute a contract(s) with the selected Proposer(s) based upon the evaluation panel's final report. The contract(s) will then be submitted to the Board, the Mayor, and the City Council for approval.

The criteria for the selection of the respondents are outlined in the RFP and are summarized as follows (See Article 4.2 in Transmittal 1 for details):

TABLE 1

EVALUATION CRITERIA	Point Range
Qualifications	
Qualifications and Experience <ul style="list-style-type: none"> At least 4 years of operational experience Statement of Qualifications Permit and Workplace Safety Requirements <ul style="list-style-type: none"> Statement of permit compliance Statement of workplace policies and procedures Submit OSHA citations and Log of Work-Related Injuries and Illnesses for the past 4 years Worker training certifications 	0 – 20
Cost and Budget Control	
Cost and Budget Control <ul style="list-style-type: none"> Revenue Sharing Rate Sheets 	0 - 45
Proposal Content & Responsiveness	
Technical and Financial Requirements <ul style="list-style-type: none"> Capability, capacity and contingency plans to meet proposal requirements Adequate facilities, supplies, equipment, and staffing Permit and Regulatory Compliance, and Certification experience Financial Statements Insurance requirements 	0 - 35
Total Score	0 - 100

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TABLE 2

Evaluation Criteria	Percentage
Qualifications	20%
Cost and Budget Control	45%
Proposal Content	35%
Total	100%

World Wide Web

The RFP will be posted on the City's World Wide Web site in compliance with City Council motion 95-1060S2. The RFP, addenda, and all other related documents will be available for download on www.RAMPLA.org.

Notification of Intent to Contract

The Notification of Intent to Contract (NOI) was filed with the Office of the CAO Clearinghouse on May 24, 2021 (Transmittal #2).

Charter Section 1022

The CAO made a Charter 1022 determination on June 21, 2021 and found that City employees do not have the expertise or capacity to perform the work, and that the proposed services cannot be performed at any existing City facility (Transmittal #3).

Business Inclusion Program (BIP)

On January 12, 2011, the Mayor issued Executive Directive No. 14 which created the BIP. The program provides Minority Business Enterprise (MBE), Woman Business Enterprise (WBE), Small Business Enterprise (SBE), Emerging Business Enterprise (EBE), Disabled Veteran Business Enterprise (DVBE), and Other Business Enterprise (OBE) firms an equal opportunity to compete for, and participate in, City contracts.

LASAN has established anticipated overall participation levels of eighteen percent (18%) MBE, four percent (4%) WBE, twenty-five percent (25%) SBE, percent (8%) EBE, and three percent (3%) DVBE. Currently, the Lesbian, Gay, Bi-sexual, Transgender Business Enterprise (LGBTBE) is not required as part of the BIP outreach but is tracked for statistical purposes.

Proposers submitting a proposal in response to this RFP are required to perform a BIP Outreach using the Regional Alliance Marketplace for Procurement (RAMP). Failure to comply with the City's BIP Outreach requirements will render the proposal non-responsive.

In addition to the BIP Outreach, the Proposers are required to complete and submit the MBE/WBE/SBE/EBE/DVBE/OBE Subcontractors Information Form (Schedule A). The Schedule A must be submitted with the Proposer's RFP response. Additionally, during the term of the contract, the Proposer must submit the MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile (Schedule B) when submitting revenue sharing documentation to the City.

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Community Level Contracting Efforts

The RSM group of LASAN's Solid Resources Citywide Recycling Division (SRCRD) evaluated their RFP to determine if there were any suitable opportunities available for Community Level Contracting (CLC) opportunities.

The RFP is open to any proposals from start-up or small businesses that would have the capacity to transport and process the estimated 5 million pounds of E-Waste from our collection facilities. All proposers, including start-up or small businesses, must be certified by the State of California as an active Approved Recycler.

In conclusion, due to the integrated nature of the operation, the RSM group concluded that there were no CLC opportunities associated with this RFP.

Compliance with Board RFP Policy

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

Other City Policies and Requirements

The proposers shall be required to comply with the City's policies and requirements including the following:

- Nondiscrimination/Equal Employment Practices/Affirmative Action Program
- Equal Benefits Ordinance
- Living Wage and Worker Retention Ordinances
- Slavery Disclosure Ordinance and Disclosure of Border Wall Contracting Ordinance
- Americans with Disabilities Act
- Child Support Obligations Policy
- Los Angeles Residence Information
- Non-Collusion Affidavit
- Performance Bond and Insurance requirements
- Business Tax Registration Certificate
- City of Los Angeles Contract History
- First Source Hiring Ordinance
- Contract Bidder Campaign Contribution and Fundraising Restrictions
- Municipal Lobbying Ordinance
- Iran Contracting Act of 2010 Compliance Affidavit
- City Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance
- COVID-19 Requirements

Attachments and forms pertaining to these requirements are included in the RFP and on the RAMP.

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Local Business Preference (LBP) Program

Los Angeles Administrative Code Division 10, Chapter 1, Article 4, Section 10.25 adopted the LBP Program which was designed to increase local employment and expenditures in the local private sector. All Proposers are eligible to participate in the LBP Program by qualifying as a Local Business Enterprise (LBE). The City shall grant eight percent (8%) of the total possible evaluation points added to their evaluation score to those Proposers who are certified as an LBE firm. If the LBE is also a Local Small Business (LSB) and/or Local Transitional Employer (LTE), they may be granted an additional two percent (2%) of the total possible evaluation points added to their evaluation score for each of those certifications, up to a total of twelve percent (12%). Additionally, all non-LBE Proposers may be granted an additional percent, up to a total of five percent (5%), of the total possible evaluations points added to their evaluation score for each of those certifications, for every ten percent (10%) of their proposal that is to be performed by a LBE, LSB, and/or LTE subconsultant.

Contractor Responsibility Ordinance

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

Contractor Performance Evaluation

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

Contract Administration

Responsibility for the administration and management of this contract will rest with the SRCRD.

PROGRAM REVIEW COMMITTEE (PRC APPROVAL/PROJECT REVIEW BY
DIRECTOR (PRD) APPROVAL

The project was approved by PRD on May 24, 2021, in the amount of \$1,000,000.

STATUS OF FINANCING

Revenues will be deposited into Fund No. 567, Household Hazardous Waste Fund, Departmental Revenue Source Code 336201, Recycle/Litter Red Prog - Covered Electronic Waste SB20.

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FUTURE ACTIONS

Upon authorization by the Board, the RFP and attachments will be posted on www.RAMPLA.org.

A review committee will evaluate the proposals. The most qualified proposer(s), who submitted the best proposal(s) in response to the RFP, will be interviewed, ranked, and selected. LASAN will then negotiate a personal services contract with the highest rated firm to provide the required services. Subsequent to the negotiation of the contract, LASAN will request the Board for authority to award and execute a contract with the selected proposer.

(Signature page follows)

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Respectfully submitted,



BARBARA ROMERO
Director and General Manager
Bureau of Sanitation

COMPLIANCE REVIEW PERFORMED
AND APPROVED BY:



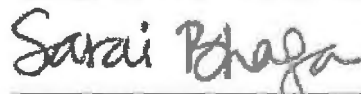
Lynda McGlinchey (Jun 23, 2023 12:50 PDT)

LYNDA McGLINCHEY, Program Manager II
Office of Contract Compliance
Bureau of Contract Administration



JOHN L. REAMER, JR.
Inspector of Public Works
Bureau of Contract Administration

REVIEWED AND APPROVED BY:



SARAI BHAGA, Chief Financial Officer
Bureau of Sanitation

Date: 6/15/2

3

Prepared by:
John Park, SRCRD
(213) 485-3970

Request For Proposals
For
**Electronic Waste Collection, Transportation,
Processing, and Recycling Services**



**CITY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS
LA SANITATION AND ENVIRONMENT**

**Barbara Romero, Director and General Manager
Alexander Helou, Assistant Director
Rowena Romano, Division Manager**

**CITY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS
LA SANITATION AND ENVIRONMENT**

**Request for Proposals for
Electronic Waste Collection, Transportation, Processing, and Recycling Services**

This Request for Proposals (RFP) is a solicitation for proposals from experienced contractors to provide collection, transportation, processing, and recycling services for electronic waste (E-WASTE) generated by Los Angeles City and County residents and businesses, and for the City of Los Angeles, Department of Public Works, LA Sanitation and Environment (LASAN). The Proposals must be submitted in accordance with the requirements set forth in this document.

Only written responses will be considered. All materials submitted will become part of the response, and may be incorporated into any subsequent contract(s) between the City of Los Angeles and the selected Proposer(s).

A MANDATORY PRE-PROPOSAL MEETING will be held for all interested PROPOSERS on:

DATE: [INSERT DATE]

TIME: [INSERT TIME] Pacific Standard Time (PST)

LOCATION: Public Works Building, LASAN
1149 S. Broadway
Los Angeles, CA 90015

All technical questions regarding the RFP shall be submitted to the address below in writing at least one (1) week prior to the pre-proposal meeting date. If the City deems it necessary to answer any questions, copies of all questions and responses will be posted on the Regional Alliance Marketplace for Procurement (RAMP) or www.rampla.org as an addendum to the RFP. The identity of Proposers submitting questions will not be disclosed in the addendum. Questions of minor significance may be discussed verbally; however, only written responses may be considered to be part of the RFP requirements and may be incorporated into any subsequent contract(s) between the City of Los Angeles and the selected contractor.

Proposers shall direct all technical questions in writing to:

**John Park, P.E.
City of Los Angeles
LA Sanitation and Environment
Solid Resources Citywide Recycling Division
1149 South Broadway, 5th Floor
Los Angeles, CA 90015
Email: John.Park@lacity.org**

**PROPOSAL DUE DATE:
[INSERT DATE] BY [INSERT TIME] PST**

Questions regarding any of the attachments should be directed to the office specified in the attachment.

This pre-proposal meeting is mandatory for all proposers who wish to submit proposals for this RFP. Failure to attend the pre-proposal meeting will result in the proposer's proposal being deemed non-responsive and disqualified from being able to submit a proposal for this RFP.

An original and 5 copies (total of 6 sets) of all materials must be received by 2:00 p.m. PST on the proposal due date. Performance of a Business Inclusion Program (BIP) outreach to Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Small Business Enterprise (SBE), Emerging Business Enterprise (EBE), Disabled Veteran Business Enterprise (DVBE), and Other Business Enterprise (OBE) subconsultants must be completed on the Regional Alliance Marketplace for Procurement (RAMP), www.rampla.org. All BIP outreach documentation must be submitted on the RAMP by 4:30 p.m. PST on the first calendar day following the day of the RFP response submittal deadline.

It is the sole responsibility of the Proposer to ensure that proposals are received at the location noted above by the due date. Proposals received after the exact date and time indicated will be deemed non-responsive and will be excluded from consideration. A delivery acknowledgement will be issued upon receipt of the proposal package and will be provided to the Proposer's delivery agent. Please allow sufficient time to check-in with building security when attending the pre-proposal Meeting and submitting a proposal in person.

The RFP, attachments and addenda will be posted on www.rampla.org.

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ARTICLE 1 - GENERAL INFORMATION

1.1 Section Headings

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

1.2 Definitions

Words and phrases used herein shall have the same meaning as set forth opposite the same:

AGREEMENT/ CONTRACT	The contractual agreement between the CITY and the selected Proposer.
APPLICABLE LAW	All statutes, rules, regulations, permits, requirements, or orders of the United States, State of California, CITY, County of Los Angeles and all other federal, state, regional, county, and local government authorities and agencies having applicable jurisdictions that apply to or govern the operation of hazardous waste, U-WASTE, or E-WASTE collection (RSM/HHW and CESQG), the collection, management, transport, and disposal of hazardous waste, U-WASTE, or E-WASTE, or the performance of the scope of work as specified in this RFP.
APPROVED RECYCLER	An APPROVED RECYCLER per the State of California's Covered Electronic Waste Payment System that follows all the guidelines listed by the State of California's Department of Toxic Substances Control & State of California's CALRECYCLE.
APPROVED COLLECTOR	City of Los Angeles per CALRECYCLE definition including as related to its Covered Electronic Waste Recycling Program, or any successor program.
BIP	Business Inclusion Program
BOARD	The Board of Public Works of the City of Los Angeles.
CALENDAR DAY	Each day begins at 12:01 AM and ends twenty-four (24) hours thereafter at 12:00 AM midnight.

CALRECYCLE	California Department of Resources, Recycling, and Recovery.
CCR	California Code of Regulations.
CESQG	Conditionally Exempt Small Quantity Generator; small business that meets the criteria specified in 40 CFR 261.5, For the purposes of this contract, same as SQG and VSQG.
CFR	Code of Federal Regulations.
CITY	The City of Los Angeles, Board of Public Works or its subordinate Bureaus. Depending on the context in which it is used, the term CITY may also refer to the geographic area known as the City of Los Angeles, the City Council, other Departments of the City of Los Angeles, or any person employed by the City of Los Angeles who is authorized to represent the City of Los Angeles in manners concerning this document.
CITY PROGRAM MANAGER	A representative of the CITY or its assigned staff to monitor the AGREEMENT/CONTRACT.
CITY PROJECT MANAGER	The CITY'S designated representative for all issues related to this CONTRACT.
C.L.A.R.T.S	Central L.A. Recycling & Transfer Station
COLLECTION YARD	City facility designated by SRCRD for E Waste collection.
CONTRACTOR	The Proposer(s) selected by the CITY through the evaluation process.
CONTRACT PROJECT MANAGER	The CONTRACTOR'S designated representative for all issues related to this CONTRACT.
COST PLUS	Items described on the RATE SCHEDULE in which the CITY will reimburse the actual cost, as described on the original invoice, for the item in question, plus a percentage of the actual cost. The percentage will be determined as described herein.

COUNTY

The County of Los Angeles, Department of Public Works. The term COUNTY may also refer to the geographic area known as the County of Los Angeles exclusive of the CITY, the County Board of Supervisors, other Departments or agencies of the County of Los Angeles, or any employee thereof.

**COVERED ELECTRONIC
DEVICE (CED)**

A “covered electronic device” (CED) is an electronic device that is covered by the Electronic Waste Recycling Act. Additional devices may be added by statute. The purchaser of a CED pays a fee at the time of purchase, which is used to pay collectors and recyclers of CEDs that are no longer wanted. The law defines a CED as a video display device containing a screen greater than 4 inches, measured diagonally, that is identified in the regulations adopted by DTSC. Any video display device with a screen greater than 4 inches in size that fits into one of the following categories is a CED:

1. Cathode ray tube containing devices (CRT devices)
2. Cathode ray tubes (CRTs)
3. Computer monitors containing cathode ray tubes
4. Laptop computers with liquid crystal display (LCD)
5. LCD containing desktop monitors
6. Televisions containing cathode ray tubes
7. Televisions containing LCD screens
8. Plasma televisions
9. Portable DVD players with LCD screens

**COVERED ELECTRONIC
WASTE (CEW)**

“Covered electronic waste” or “covered e-waste” means a covered electronic device that is discarded.

CPU

The “computer” or “CPU” is the part of the computer which processes data and may also be known as the “processor” or the “brain” of the computer. It typically contains the most extensive circuit boards of any type of E-WASTE.

CRT

Cathode Ray Tube, a subset of CEW which may also refer to items such as older, heavier televisions that contain a tube. Also the name previously labeled CEWs. See definition for CEW also.

DAYS	Unless otherwise designated, any reference to days shall be CALENDAR DAYS.
DIRECTOR	Director of LASAN or his/her designated representative.
DTSC	State of California's Department of Toxic Substances Control.
E-WASTE	Electronics and computer waste as defined by the State of California and defined by the California Code of Regulations Title 22, Division 4.5, Chapter 23, that may or may not be in usable condition and is no longer wanted by the owner. E-WASTE includes but is not limited to: televisions, computer monitors, computers, telephones, radios, photocopying machines, fax machines, oscilloscopes, computing accessories, and cameras, but not appliances considered WHITE GOODS.
EXECUTION DATE	The date on which the CONTRACT/AGREEMENT is signed by the BOARD.
HOUSEHOLD HAZARDOUS	Those wastes resulting from products purchased by the general public for household use which, because WASTE (HHW) of their quantity, concentration, or physical, chemical or infectious characteristics, may pose a substantial known or potential hazard to human health or the environment when improperly treated, disposed, or otherwise managed. Wastes found or kept at a residence but not intended for household use are not HHW and cannot be disposed of through the RSM program. Also see RSM.
HOLIDAYS	New Year's Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and other holidays officially designated and observed as such by the CITY. These CITY holidays apply to all RSM program operations. Any days that are not included will be decided in writing by mutual agreement between the CITY and the CONTRACTOR.
HOT ZONE	Designated area of E-WASTE, RSM/HHW and CESQG collection events where waste is managed.
LASAN	The Bureau of Sanitation of the Department of Public Works, of the City of Los Angeles, also known as LA Sanitation and Environment.

LASAN	Various CITY facilities throughout the COLLECTION YARDS City of Los Angeles where E-WASTE may be collected.
MBE/WBE/SBE/EBE/ DVBE/LGBTBE/OBE	Minority Business Enterprise/Women Business Enterprise/Small Business Enterprise/Emerging Business Enterprise/Disabled Veteran Business Enterprise/ Lesbian, Gay, Bi-sexual, Transgender Business Enterprise/Other Business Enterprise.
MISCELLANEOUS	Also known as "Other E-WASTE" are computer E-WASTE peripherals which may include, but are not limited to: printers, keyboards, mice, cell phones, etc.
NON-COVERED CRT MATERIALS	These are CRTs/CEWs which do not qualify for the State of California's SB20 reimbursement program. Examples of this material include: televisions which have already been dismantled, therefore, may have already been canceled and reimbursed by the State's program.
OPERATING DAY	Any calendar day for which the CONTRACTOR is providing services to operate the Electronic Waste Program. Holidays are based on the City Calendar.
OVERTIME	Time worked by an employee in excess of eight hours per day.
PERMIT	Permits, licenses and approvals required by federal, state, and local laws and regulations pertinent to E-WASTE collection, the operations and maintenance of an electronic waste recycling facility, and APPROVED RECYCLER status.
PROPOSAL FORM	The blank form (Schedule of Prices) prepared and furnished by the Department upon which all priced Proposals shall be submitted.
PROPOSAL	The written instrument, which a CONTRACTOR has submitted in conformance with the solicitation document (Request for Proposals).
PROPOSER	A vendor who has submitted a PROPOSAL for evaluation in response to this Request for PROPOSALS (RFP) for Collection, Transportation, Processing, and Recycling of Electronic Waste.

RATE SCHEDULE	A Schedule which lists the UNIT RATE for items provided through this Request for PROPOSALS.
RCRA	Resource Conservation and Recovery Act (RCRA) is the federal law that creates the framework for the proper management of hazardous and non-hazardous solid waste. The law describes the waste management program mandated by Congress that gave EPA authority to develop the RCRA Program
RESIDENTIAL SPECIAL MATERIALS (RSM)	Residential Special Materials includes Household Hazardous Waste, E-WASTE and Universal waste; materials as defined by 40 CFR 261.3 and exempted by being defined as household waste in section 40 CFR 261.4 and as defined in Title 22 CCR Section 66261.3 and 66261.4.
RSM PROGRAM	RESIDENTIAL SPECIAL MATERIALS PROGRAM - Operation of CITY collection programs which include HHW, electronics and Universal Waste landfill diversion through reuse and recycling, transportation, and disposal.
RFP	This Request for Proposals
S.A.F.E. CENTERS	Acronym for Solvents, Automotive, Flammables, and Electronics. S.A.F.E. Collection Centers are permanent collection locations in various locations around the CITY where residents and businesses may drop off their RSM, U-WASTE, and E-WASTE.
SENATE BILL 20 (SB20)	Electronic Waste Recycling Act of 2003, Senate Bill 20, Chapter 23 of Title 22 of the California Code of Regulations, which made it illegal to dispose of electronics in the trash, and established a funded program for consumers to return, recycle, and ensure environmentally sound disposal of covered electronic devices.
SHIPPING PAPERS	Legal documents required for the lawful shipment of electronic waste or universal waste, including but not be limited to bills of lading, and Land Disposal Restriction (LDR) forms.

SQG	Small Quantity Generator. Businesses which meet the criteria specified in 40 CFR 261.5. Program Fees collected and costs borne by CONTRACTOR. For the purposes of this contract, the same as CESQG and VSQG.
STATE	State of California.
SUBCONTRACTOR	Any CONTRACTOR, supplier, or vendor who is subcontracted by the selected PROPOSER to work on a CONTRACT.
UNIT RATE	Prices for items on the RATE SCHEDULE which represent the total cost for that item. Total cost includes direct expenses, indirect expenses, profit, overhead, labor, equipment and materials as appropriate. Includes the reimbursement and revenue sharing rates for various electronic devices which represent the total for managing, processing and recycling that item.
UNIVERSAL WASTE (U-WASTE)	Waste containing hazardous materials that are conditionally exempt from classification as hazardous wastes pursuant to California Code of Regulations, Title 22, Division 4.5, Chapter 11, and Section 66261.9. Such waste includes but is not limited to: electronic devices, batteries, electric lamps, mercury-containing equipment, CRTs, CRT glass, and non-empty aerosol cans.
VSQG	Very Small Quantity Generator The same as CESQG and SQG for the purposes of this contract.
WASTE MANAGEMENT	All procedures or methods used in handling E-WASTE including collection, classification, segregation, packing, transport, storage, processing, dismantling, recycling, and disposal of wastes resulting from e-waste recycling.
WHITE GOODS	Freezers, refrigerators, air conditioners, and other major household appliances.

Words in the plural form shall include the singular, and vice versa, and words imparting the masculine gender shall include the feminine. The terms "include" and "including" do not exclude items not enumerated that are in the same general class.

1.3 Introduction

1.3.1 Electronic Waste Program Background

The Electronic Waste Recycling Act of 2003, Senate Bills 20 and 50 (SB20), and Chapter 23 of Title 22 of the California Code of Regulations, made it illegal to dispose of electronics in the trash and established a State funded program for consumers to return, recycle, and ensure environmentally sound disposal of covered electronic devices.

LA Sanitation began recycling electronics and computer equipment in November 2000. The City filed an application with the State of California to become an Approved Collector on October 28, 2004, and received approval on February 4, 2005.

The City of Los Angeles, Department of Public Works, Bureau of Sanitation and Environment (CITY), Solid Resources Citywide Recycling Division (SRCRD) manages the collection, categorization, packaging, shipping and certification for the proper disposal of federally exempt Household Hazardous Waste (HHW), Electronic Waste (E-WASTE), UNIVERSAL WASTE (U-WASTE), Conditionally Exempt Small Quantity Generator (CESQG) waste and other waste streams not accepted at landfills.

SRCRD's RESIDENTIAL SPECIAL MATERIALS PROGRAM (RSM PROGRAM) includes seven (7) permanent HHW collection sites, known as S.A.F.E. (Solvents, Automotive, Flammables, and Electronics) CENTERS, weekend mobile events and other waste collection services. The electronic waste program is a component of the RSM PROGRAM that manages all electronic waste. The program provides Los Angeles City and County residents, and small businesses, with critical, convenient, and regulatory-compliant electronic waste collection and recycling services. In 2021, more than 5.1 million pounds of electronic waste was collected.

1.3.2 RFP Objectives

The goal of this RFP is to establish contract(s) with one or more contractor(s) for the collection, transportation, processing, and recycling of E-WASTE throughout the CITY. The CITY reserves the right to establish contracts with multiple contractors for the same work, or any segment of the work.

Successful proposals will include an agreement on price and the scope of services to be provided by the CONTRACTOR(S), which include, but are not limited to: collecting, sorting, packaging, labeling, documenting, transporting, processing, recycling, and disposing of a variety of collected electronic waste as identified in Article 2. The number of CONTRACTORS will be determined by the RFP evaluation team.

The Proposal shall include subcontractors, suppliers, and equipment manufacturers; however, LASAN will recognize the party legally signing the proposal, and any ensuing contract, as having ultimate responsibility for ensuring compliance with the specifications, terms and conditions of the RFP.

The CITY seeks to receive proposals from qualified and experienced PROPOSER(S) that demonstrate a high degree of operational performance, **reliability, technical abilities, cost effectiveness and sustainability**, offer the best E-WASTE reimbursement rates, and provide services supporting multiple operations and divisions within LASAN to operate the CITY'S electronic waste program on behalf of LASAN.

1.3.3 General Project Description

E-WASTE is collected by the RSM PROGRAM's permanent collection sites known as S.A.F.E. CENTERS, mobile collection events, LASAN COLLECTION YARDS, CITY facilities including Piper Tech and C.L.A.R.T.S., and other CITY designated locations. electronic waste program operations include but are not limited to providing supplies and materials, mobilization, staffing, e-waste collection and management, transportation, processing and recycling. Other responsibilities include preparation of shipping documentation, compliance reporting, and assisting LASAN with related services such as project management and training. Services that support ongoing operation of the program must also be included. Other services, collection sites, and E-WASTE streams may be added in the CONTRACT.

ARTICLE 2 – SCOPE OF SERVICES

2.1 General Electronic Waste Management Requirements

The CITY seeks to receive proposals from qualified and experienced PROPOSER(S) that demonstrate a high degree of operational performance, technical abilities, and cost effectiveness to develop and provide services to collect, transport, process, and recycle electronic waste at the volumes generated by the City.

The PROPOSER shall guarantee management of all E-WASTE that is generated at collection points designated by the PROGRAM MANAGER. E-WASTE management shall include identification and classification of waste; packaging waste in appropriate USDOT-approved shipping containers; preparation of any and all required shipping papers and profiles; transportation of E-WASTE to an APPROVED RECYCLER facility; processing and recycling the waste; properly disposing all waste resulting from the e-waste recycled; providing a 24-hour emergency contact telephone number; providing certificates of recycling/destruction for all E-WASTE; and other related work.

The PROPOSER shall expect to provide support for the evolution of the electronic waste program resulting from emerging wastes, changes in regulations, changes in the CITY's methods of waste management, and changes in the materials the CITY decides to manage differently. The CITY PROGRAM MANAGER shall have the discretion to revise the Scope of Services and Rate Schedules to provide support for the evolution of the program.

The CONTRACTOR shall manage all E-WASTE in accordance with the requirements of Title 40 and 49 of the Code of Federal Regulations and Title 14 and 22 of the California Code of Regulations. PROPOSER(S) shall include a RATE SCHEDULE for all itemized charges as well as their plan for revenue sharing and reimbursements.

2.2 Accepted Industry Standards

CONTRACTOR warrants that the services will be performed consistent with generally accepted industry standards. CONTRACTOR shall perform the services described with a degree of skill and diligence normally employed by professional analysts or contractors performing the same or similar services.

2.2.1 Waste Management Hierarchy

The CONTRACTOR shall follow, when feasible, the waste disposal hierarchy established by the State. This hierarchy calls for recycling and reclamation whenever possible. Recycling is the preferred method of disposal because it will result in reducing long-term liability for the CITY.

2.2.2 Waste Management Methodology

LASAN strongly encourages recycling of electronic and nonhazardous waste. The CONTRACTOR shall provide appropriately trained staff to segregate and identify all E-WASTE received at collection events, LASAN COLLECTION YARDS, Piper Tech, C.L.A.R.T.S., and other PROGRAM MANAGER designated collection locations. Waste shall be segregated according to regulatory requirements and the requirements of the APPROVED RECYCLER facility.

2.2.3 Waste Acceptance Policy

The CITY clearly advertises to the public the items that are not accepted as E-WASTE at collection events. In the event a participant brings these materials to the collection event, the CONTRACTOR shall return these materials to the participant. Otherwise, the CONTRACTOR shall manage the waste at no expense to the CITY.

2.2.4 Electronic Waste Recycling Facility Requirements

PROPOSERS shall submit documentation that demonstrates that their primary electronic waste recycling facility meets the minimum requirements. The documentation shall include, but not be limited to:

- a. A narrative history of the facility which describes the previous uses of the facility and property, if any; the facility's permitting history; descriptions of any events which caused activation of the facilities contingency plan; and notices of violation issued to the facility and their resolution.
- b. A list of the names and phone numbers of the person(s) at each regulatory agency who is currently responsible for inspecting and/or permitting the facility.
- c. Copies of written correspondence between the regulatory agencies and the facility regarding the last three (3) inspections of the facility.
- d. A copy of the facility's most recent CUPA audit package.
- e. Toxic Substances Control Act (TSCA) permit issued by the U.S. EPA.
- f. Notice of approval from CALRECYCLE as an APPROVED RECYCLER.
- g. Any current permits including, but not limited to, air quality, water quality, industrial waste, business, or zoning issued by an agency that has jurisdiction over the facility.

PROPOSERS shall identify the waste management facility (ies), including subcontractors, which will receive waste/materials resulting from E-WASTE processing for management. A primary and several back-up facilities may be named.

PROPOSERS must provide the names of all facilities and hauling companies that may transport, store, process, or landfill or in any other way manage the E-WASTE or waste/materials resulting from E-WASTE processing and recycling until the materials reach their final disposition. Include the final disposal destinations as well as any intermediary facilities that the E-WASTE may be shipped to.

2.2.5 Waste Management Facilities List

LASAN is committed to reducing the amount of waste disposed of at landfills, emphasis is placed on diversion. The CITY reserves the right to continuously seek alternatives to landfilling and implement zero waste program for any products that cannot be recycled. The CITY shall reserve the right to visit facilities at CONTRACTOR'S expense.

PROPOSERS shall furnish, upon written request from the CITY, a list of facilities that will manage wastes resulting from E-WASTE processing/recycling at the APPROVED RECYCLER facility. The following information shall be provided for each facility listed:

- i. Facility name and address
- ii. Owner name

- iii. Relationship between the PROPOSER and the Facility (i.e. subsidiary, owned by, contract facility, etc.)
- iv. Name of the contact person at the facility, along with phone and fax numbers
- v. EPA identification number
- vi. Type of facility (i.e., landfill)
- vii. Waste stream(s) accepted at the facility
- viii. Acceptance criteria
- ix. Treatment methods employed by the facility
- x. A letter from each facility that specifically identifies this RFP and states that the facility has all the necessary PERMITS, processes and knowledge to manage the waste which the PROPOSER intends to send to the facility. The letter shall also identify whom the CITY should contact to arrange an audit.

2.2.6 Changes to the Waste Management Facilities List

Upon contract execution, the CITY and the CONTRACTOR shall mutually agree to a final waste management facilities list. At any time, the CITY and the CONTRACTOR shall have the right to (1) add or delete facilities from the list, (2) reject the use of a facility and/or a treatment method or process for a specific waste stream, or (3) request that a specific facility and/or process or treatment method be used for a specific waste stream. All changes to the facilities list must be mutually agreed to, in writing, by both the CONTRACTOR and the CITY and shall be effective as of the date stipulated in writing.

2.2.7 Indemnification of Disposal Facilities

The CONTRACTOR shall indemnify and hold harmless the CITY for any incidents occurring as a result of managing waste resulting from E-WASTE processing and recycling at a facility that was mutually agreed upon by both the CONTRACTOR and the CITY.

2.2.8 Use of Unauthorized Waste Facilities

The CONTRACTOR shall not send waste to any facility that has not been approved by the CITY. In the event that waste is sent to an unauthorized facility, the CONTRACTOR shall pay all waste management costs that are associated with that waste, indemnify and hold harmless the CITY for any incidents occurring as a result of managing waste at the unauthorized facility, and be subject to all damages, including but not limited to waste mitigation and liability claims.

2.2.9 Packaging of Waste

The CONTRACTOR shall package E-WASTE in the most efficient manner. The CONTRACTOR shall fill each container to the maximum

physical extent possible, based upon USDOT regulations, geometry of the E-WASTE to be packaged, shipping container, and shipping vehicle, and requirements of the electronic waste recycling facility.

2.2.10 Management Reporting

The CONTRACTOR shall prepare and provide all required information and reports including those noted in the subsections below at no additional cost to the CITY. The CITY may request changes to the reports and/or reporting format, in writing, at any time.

a. Waste Profiles and Shipping Papers

The CONTRACTOR shall prepare all SHIPPING PAPERS, including bills of lading. The CONTRACTOR shall establish profiles for all E-WASTE anticipated to be generated through the operation of the collection sites. The CITY is the generator of all E-WASTE and as such shall sign all shipping papers prior to transportation of any E-WASTE collected.

b. Covered Electronic Waste (CEW) Forms and Documents

The CONTRACTOR shall prepare and submit all forms, documents, and information required to participate in the CEW Recycling Program and receive reimbursement for processing and recycling the material. Waste Transfer Receipts and Collection Logs will be submitted to the CITY for review and signature prior to submission to CALRECYCLE.

c. E-Waste Management Report

The CONTRACTOR shall submit monthly documentation of all E-WASTE collected including tracking reports of E-WASTE by category and respective quantities (weights, and number of units for CEW), and reconciliation of reimbursements to the CITY, as mandated by SB 20 and SB 50.

d. Certificates of Destruction and Recycling

The CONTRACTOR shall provide certificates of recycling and destruction for all E-WASTE and waste resulting from E-WASTE recycling managed from S.A.F.E. Centers, mobile collection events, and collection point(s) designated by the PROGRAM MANAGER at no additional cost to the CITY. LASAN's E-WASTE shall be tracked in these reports until the waste has reached the final ultimate management facility and a final certificate of destruction, reuse or recycling has been transmitted to LASAN.

2.3 Proposed E-Waste Collection, Transportation, Processing and Recycling Services

The performance of these services shall be in full compliance with all applicable federal, state, and local laws, rules, regulations, and order including but not limited to the CCR Titles 8, 14, and 22 the Uniform Fire Code, the H&SC

Chapter 6.5, CFR Titles 29, 40 and 49, and all other applicable laws and regulations.

In general, the Contractor shall: receive, handle, package, document, transport, process and recycle E-WASTE collected through the Residential Special Materials (RSM) Program, and as needed through LASAN operations. As part of said services, Contractor or listed Subcontractors shall possess all necessary certifications, licenses, permits, authorizations, and approvals. The proposed tasks are as follows:

2.3.1 RSM S.A.F.E. Centers

S.A.F.E Centers are free weekend drop off locations for household hazardous waste, universal waste, electronic waste, and other wastes from LA City and County residents and small businesses. S.A.F.E. is an acronym for Solvents, Automotive, Flammables and Electronics. The CONTRACTOR shall provide the necessary containers and materials to package and prepare all E-WASTE collected at the facilities. The CONTRACTOR shall also provide transportation services for the E-WASTE on a weekly or as-needed basis, as determined by the PROGRAM MANAGER.

Table 1. Currently Designated S.A.F.E. CENTER Facilities

NAME	ADDRESS
Nicole Bernson (Balboa) S.A.F.E. Center	10241 N. Balboa Boulevard Northridge, CA 91325
Gaffey Street S.A.F.E. Center	1400 N. Gaffey Street San Pedro, CA 90731
Los Angeles-Glendale S.A.F.E. Center	4600 Colorado Boulevard Los Angeles, CA 90039
Hyperion S.A.F.E. Center	7660 West Imperial Highway, Gate B Playa Del Rey, CA 90293
Randall Street S.A.F.E. Center	11025 Randall Street Sun Valley, CA 91352
UCLA S.A.F.E. Center	550 Charles E. Young Drive West, Los Angeles, CA 90095
Washington Blvd. S.A.F.E. Center	2649 E. Washington Blvd. Los Angeles, CA 90021

2.3.2 Mobile Collection Events and Services

Historically, the CITY has scheduled mobile events which include E-WASTE collection yearly. These events are held in locations that are not in close proximity to S.A.F.E. CENTERS. The actual number of events will be determined by the PROGRAM MANAGER or designee. The CONTRACTOR operations at these collection events include event mobilization and demobilization, event staffing, and E-WASTE management including collection, packing and transportation from the event.

2.3.3 Routine Field Services

The CONTRACTOR shall provide supplies, labor, and transportation for E-WASTE collected by the CITY at LASAN COLLECTION YARDS, Piper Tech, C.L.A.R.T.S., and other sites designated by the PROJECT MANAGER or designee. The CONTRACTOR shall segregate wastes according to regulatory requirements, and requirements of the APPROVED RECYCLER facility. The CONTRACTOR shall schedule and coordinate pickups, and prepare Bills of Lading for CITY staff to review and sign.

Table 2. Currently Designated LASAN Collection Yards and City Facilities

NAME	ADDRESS
East Valley Yard	11050 Pendleton St.
LASAN Collection Yard	Sun Valley, CA
Harbor Yard	1400 N. Gaffey St.
LASAN Collection Yard	San Pedro, CA
North Central Yard	452 N San Fernando Rd.
LASAN Collection Yard	Los Angeles, CA
South LA Yard	786 S Mission Rd.
LASAN Collection Yard	Los Angeles, CA
West Valley Yard	8840 Vanalden Ave.
LASAN Collection Yard	Northridge, CA
Western District Yard	2027 Stoner Ave.
LASAN Collection Yard	Los Angeles, CA
Piper Tech	555 Ramirez St.
	Los Angeles, CA
GSD Fleet Services/ 7th Street Wasrehouse	2222 E. 7th St.
	Los Angeles, CA
Central LA Station (i.e. C.L.A.R.T.S.)	2201 E Washington Blvd.
	Los Angeles, CA

ARTICLE 3 - GENERAL REQUIREMENTS FOR RESPONDING TO RFP

Each proposal shall be submitted according to the following guidelines, including the information detailed below. Failure to abide by these instructions may render a proposal non-responsive.

3.1 Submission Deadline and Address

All PROPOSALS shall be submitted to the CITY at the following address on or before the submission deadline stated below. The only proof of timely receipt will be the official date/time stamp entered on the proposal envelope by LASAN. Postmarks are not acceptable as proof of timely receipt.

It is solely the responsibility of the PROPOSER to ensure that proposals are received at the location noted below, by the due date and time. Proposals *received* after the exact date and time indicated shall be deemed non-responsive and excluded from consideration. Proposals received later than the deadline noted below will be returned, unopened, to the PROPOSER, and that PROPOSER will be eliminated from consideration for the CONTRACT. At the discretion of the CITY and the evaluation panel, additional information for the purpose of clarity may be requested during the proposal review process.

DEADLINE DATE: XX/XX/XXXX
TIME: 2:00 PM PST
LOCATION: City of Los Angeles, Public Works Building
LA Sanitation and Environment, SRCRD
1149 South Broadway, 5th Floor
Los Angeles, CA 90015
ATTENTION: John Park, PROJECT MANAGER
Phone: (213) 485-3970
Email: John.Park@lacity.org

Please allow sufficient time to check-in with building security when attending the pre-proposal meeting and when submitting a proposal.

3.2 Proposal Presentation

All proposal originals shall:

1. Be unbound and photocopy ready (original copy).
2. Be typed or printed double-sided, on 8-1/2 by 11 inch size recycled and recyclable paper.
3. Be enclosed in a single sealed package plainly labeled with the words "PROPOSAL FOR ELECTRONIC WASTE COLLECTION, TRANSPORTATION, PROCESSING, AND RECYCLING SERVICES".
4. Be organized into the following Sections.
 - Title Page, Signature Page, Table of Contents

- Executive Summary, General Company and Staff Information
 - Statement of Qualifications
 - Program Proposal not to exceed 10 double-sided, continuously numbered narrative pages (1-20).
 - Required CITY documents (EXHIBITS A-M).
 - Supplemental materials such as resumes, references and printed materials (such as brochures).
5. Label each Section with title headers.

3.3 Number of Copies

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

- One (1) original of the entire proposal, including all original signatures.
- 5 copies of the entire proposal, labeled "COPY".
- If applicable, one (1) unbound copy of the proposal with confidential material entirely blacked out; including a statement of defense for actions brought against the CITY.
- One (1) additional copy of the entire proposal in electronic format on a flash drive.

3.4 Signature and Authority

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

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

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

3.5 Pre-Proposal Meeting

A mandatory pre-proposal meeting will be held on:

DATE: [INSERT DATE]
TIME: [INSERT TIME] PST
LOCATION: TBD

CONTACT: John Park, Project Manager
Phone: (213) 485-3473
Email: John.Park@lacity.org

NOTE: Attendance at the pre-proposal meeting is mandatory. Failure to attend will result in withdrawal of the proposal for non-compliance.

3.6 Questions Regarding the RFP

Technical questions regarding this RFP will only be addressed at the pre-proposal meeting. Technical questions must be submitted in writing one (1) week prior to the pre-proposal meeting. If the CITY deems it necessary to answer any technical questions submitted, the questions and responses will be posted on www.rampla.org as an addendum to the RFP. The identity of the PROPOSERS submitting technical questions will not be disclosed in the addendum. Technical questions of minor significance may be discussed verbally; however, only written responses may be considered to be part of the RFP. PROPOSERS shall direct all technical questions in writing to:

Project Manager
City of Los Angeles
LA Sanitation and Environment
Solid Resources Citywide Recycling Division
Residential Special Materials Group
1149 South Broadway, 5th Floor
Los Angeles, CA 90015-2213
Email: John.Park@lacity.org
(213)-440-3970

The outside of the envelope should clearly state that it contains technical questions about the Request for Proposals to Electronic Waste Collection, Transportation, Processing and Recycling Services. Questions pertaining to Standard CITY Requirements should be directed to the Department stated in the RFP.

3.7 Confidential Information

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

"NOTICE"

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

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

3.8 RFP Items Not Covered

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

3.9 Proposal Cost and Ownership

Each proposal prepared in response to this RFP shall be prepared at the sole cost and expense of the PROPOSER and with the expressed understanding that no claims against the CITY for reimbursement will be accepted. All PROPOSALS will become the property of the CITY and will not be returned to the PROPOSER. The PROPOSER should not include confidential information or trade secrets without expressly stating and identifying the information or trade secrets to be considered confidential, since all accepted proposals will become public information following the closure of the RFP selection process. However, if such information is necessary to assure a competitive proposal, then the PROPOSER is to follow the guidelines for confidential information as discussed below.

3.10 Proposal Format

All proposals shall be written in concise, clear English, and be organized into the following sections and in the following order:

1. Title page
2. Signature page
3. Table of Contents
4. Executive Summary
5. General company, staff information, and organization chart
6. Statement of Qualifications (as detailed in Articles 5.1-5.2)
7. Program Proposal (as detailed in Articles 5.3-5.21)
Note: Not to exceed 10 double-sided narrative pages, **excluding** title page, signature page, table of contents, executive summary, required CITY documents, resumes, references and printed materials (such as brochures). One double-sided page – one sheet of paper printed with narrative text on both sides – will count as **two (2)** pages.
8. Contractually required information (as detailed in Article 5.22)
9. Portfolio of sample plans, projects, public education material etc.

Proposals shall include all documents requested throughout this RFP, including the proposal forms, signed statements, all required forms related to the Standard Provisions for CITY Contracts, and the Business Inclusion Program requirements. Proposals that exclude or inadequately address any of the sections above will receive a lower proposal score.

SAMPLE:

1. TITLE PAGE

2. SIGNATURE PAGE

The proposal shall include a notarized copy of the City of Los Angeles Signature Sheet and Affidavit.

3. TABLE OF CONTENTS

4. EXECUTIVE SUMMARY

5. GENERAL COMPANY INFORMATION

The proposal shall include:

- i. Legal name and address of PROPOSER
- ii. Purpose of organization
- iii. Names of officers legally authorized to sign the contract
- iv. Name, qualifications, educational and professional credentials and experience of officers and staff.
- v. Task assignments of each staff member
- vi. Financial qualifications
- vii. Signatures and declarations

6. STATEMENT OF QUALIFICATIONS

Qualification shall include:

- i. Qualifications and Experience (Article 5.1)
- ii. Workplace Safety Requirements (Article 5.2)

7. PROGRAM PROPOSAL

The proposal shall include:

- i. Technical Requirements and Project Description (Article 5.3)
- ii. Record Keeping and Reporting (Article 5.4)
- iii. Collection, Preparation, Documentation, Transportation, Processing and Recycling Services (Article 5.5)
- iv. RSM S.A.F.E. Center Services (Article 5.6)
- v. Mobile Collection Events and Services (Article 5.7)
- vi. Routine Field Services (Article 5.8)
- vii. General Supply, Labor, and Transportation Services (Article 5.9)
- viii. E-Waste Processing, Recycling, and Disposal (Article 5.10)
- ix. Rate Schedules and Cost Terms (Article 5.11)
- x. Other LASAN Policies (Article 5.12)
- xi. Permits and Approvals (Article 5.13)
- xii. E-Waste Collection and Approved Recycler Contingency Plans (Article 5.14)
- xiii. Personnel (Article 5.15)
- xiv. Supplies and Equipment (Article 5.16)
- xv. Data Reporting and Invoices (Article 5.17)
- xvi. LASAN Customer Care Center (Article 5.18)
- xvii. Alternative Options Proposals (Article 5.19)
- xviii. Financial Requirements (Article 5.20)

8. CONTRACTUALLY REQUIRED INFORMATION

The proposal shall include City Policy Compliance Qualifications (Article 5.21)

9. PORTFOLIO OF SAMPLE PLANS, PROJECTS, PUBLIC EDUCATION MATERIAL

ARTICLE 4 - SELECTION AND CONTRACT AWARD PROCESS

The CITY will select the PROPOSER(S) which is determined to be the most qualified, having the best experience, providing competitive prices, and possessing the ability to successfully perform the required tasks. The selection will be based on the pre-established criteria listed in Section 4.2. The CITY, at its sole discretion, has the option of selecting more than one PROPOSER to serve the best interest of the CITY.

4.1 Proposal Evaluation

Proposals will be reviewed by an evaluation panel consisting of LASAN staff, and may include representatives from outside LASAN. The evaluation panel may request additional information and/or clarification from the PROPOSERS, schedule oral presentations by the PROPOSERS, and assess any or all proposals. The final proposal rating will be based on the submitted proposal and any additional information or clarification provided in response to the evaluation panel's requests. Based upon the evaluation panel's final report, LASAN will submit a report to the BOARD, containing a recommendation to award and execute a CONTRACT with the selected PROPOSER(s). CONTRACT(s) will then be submitted to the BOARD, the Mayor, and the City Council for approval.

4.2 Proposal Criteria

EVALUATION CRITERIA	PERCENTAGE SCORE
Cost and Budget Control	45%
<ul style="list-style-type: none">• Revenue Sharing• Rate Sheets	
Proposal Content & Responsiveness	35%
Technical Requirements and Financial Requirements <ul style="list-style-type: none">• Capability, capacity, and contingency plans• Approved Recycler Facility• Regulatory Compliance and Certification experience• Adequate capability for training and reporting• Financial Statements• Insurance requirements	

Qualifications	20%
Qualifications and Experience <ul style="list-style-type: none"> • At least 4 years of operational experience • Statement of Qualifications Permit and Workplace Safety Requirements <ul style="list-style-type: none"> • Statement of permit compliance • Statement of workplace policies and procedures • Submit OSHA citations and Log of Work-Related Injuries and Illnesses for past 4 years • Worker training certifications 	
TOTAL	100%

The preceding proposal criteria will be used to determine the most responsive PROPOSER. Each proposal will be reviewed, evaluated, and assigned a score under each criteria corresponding to the designated range of points. A total score will be calculated by adding each criteria score. The PROPOSER with the highest score will be determined to be the most responsive. Therefore, it is important to note that the criteria listed in the table be satisfied and met in the submitted proposals. Before any proposal can be considered for evaluation, it must pass Business Inclusion Program Evaluation.

4.2.1 Cost and Budget Control

- **Financial Requirements**
PROPOSERS will be evaluated based on Article 5.11.
- **Proposed Service Fee**
PROPOSERS offering a lower Service Fee to the CITY may have higher potential to be selected as a CONTRACTOR.

The evaluation panel reserves the right to eliminate a proposal from further consideration in the evaluation process based upon the fiscal impact of the PROPOSER'S costs terms and fees on the CITY'S fiscal budget for the program.

4.2.2 Proposal Content and Responsiveness

PROPOSERS will be evaluated on the soundness of the proposed operations plan, on the ability to effectively operate the electronic waste recycling facility, and demonstrated ability to provide sufficient e-waste collection, management, transport, and recycling services to meet the CITY's e-waste collection volume.

4.2.3 Qualifications

- **Qualifications and Experience**
PROPOSERS will be evaluated based on experience and record of past performance.
- **Permit and Workplace Safety**
PROPOSERS will be evaluated based on any previous permit violations, workplace safety records, workplace safety compliance program, and any pending or past criminal / civil litigation.

ARTICLE 5 – PROPOSER TECHNICAL AND FINANCIAL QUALIFICATIONS

5.1 Qualifications

5.1.1 General Company and Staff Information

The PROPOSER shall provide the following:

- Legal name and address of PROPOSER
- Purpose of organization
- Organization Chart
- Names of officers legally authorized to sign the CONTRACT
- Name, qualifications, educational and professional credentials and licenses and experience of officers and staff specific to this PROPOSAL
- Task assignments of each staff member
- Signatures and declarations

5.1.2 Statement of Qualifications

A Statement of Qualifications should include, but not be limited to, the following items:

- PROPOSER shall provide proof of experience, training, licensing and performance record in meeting similar contractual obligations.

- PROPOSER (includes a parent company, a partner of the PROPOSER, or a principal on the project team who will be active in the project) must currently be in actual operation of collecting, transporting, processing, and recycling of E-WASTE and have been in operation for at least the past three (3) consecutive years. PROPOSERS must state if they meet this requirement.
- PROPOSER must not be in default on any material CONTRACT obligations in the last two (2) years. In the case of joint venture or partnership PROPOSALS, at least one (1) general partner of the team must meet these requirements. PROPOSERS must state if they meet this requirement.
- PROPOSER shall list past and current projects involving collecting, transporting, processing, and recycling of E-WASTE. PROPOSER shall indicate the capacity, technologies, operation, ownership, and cost information for each project, and shall include references from the municipalities and or companies serviced by these projects.
- PROPOSER shall describe their experience in complying with required permits from applicable Federal, State, and Local agencies, including any lapsed or revoked permits.
- PROPOSER shall list other projects involving electronic waste operations for which the PROPOSER has experience. PROPOSER shall indicate capacity, technology, operation, ownership, and cost information for each listed project.
- PROPOSER shall include references of municipalities or private companies serviced. PROPOSER shall include municipality/company name, contact name, phone number, email address, type of service, and number of years of provided service.

5.1.3 Statement of Permit Issues, Areas of Concern, and Violations

PROPOSER shall submit all Federal, STATE and Local agency permits and/or other entitlement issues, areas of concern, and violations that have occurred in the past five (5) years of operation at the proposed electronic waste recycling facility, and for those facilities that have been encountered by the PROPOSER in any similar type of program or services as being proposed in this RFP, including those facilities that have previously been used to provide services to the CITY.

If PROPOSER has been operating for less than five (5) years, provide for all years of operation. PROPOSERS shall include the nature, status, financial impact, and resolution of issue, area of concern, or violation.

PROPOSER shall also submit documentation of the California Department of Toxic Substance Control (DTSC) Requirements under SB673 effective January 1, 2019 including Violation Score and Current Certification of Training of employees.

5.1.4 Statement of Criminal/Civil Litigation

PROPOSER shall submit a list describing all previous and pending criminal and civil litigation that have occurred in the past five (5) years of operation at the proposed facilities, and for those facilities that have been encountered by the PROPOSER in any similar type of program or services as being proposed in this RFP, including those facilities that have previously been used to provide services to the CITY. This includes all individuals, and/or entities identified as a participant in this proposal. The list shall identify all parties to the action, name of the action, court or regulatory agency, course of action, potential financial obligations, and current status of action.

5.2 Workplace Safety Requirements

5.2.1 Safety Plans

PROPOSER shall describe their Workplace Safety Program and submit a copy of all Workplace Safety Compliance Programs and Policies, including but not limited to an Injury and Illness Prevention Plan. PROPOSER shall note if these documents are also available in different languages to their employees.

5.2.2 OSHA Log

PROPOSER shall submit a copy of their Occupational Safety and Health Administration (OSHA) Log of Work-Related Injuries and Illnesses for the past five (5) years of operation, including but not limited to worker safety metrics commonly used in the industry such as the number of hours lost for individual injuries and worker's compensation insurance ratios.

5.2.3 Business and Operations Plan (BOP)

PROPOSER shall describe how they provide a safe workplace. The PROPOSER will outline in the RFP how the following will be conducted; periodic inspections of the workplace; documentation of employee and subcontractor training; workplace safety programs and policy enforcement; access to workplace safety records and documents; provision for employee rights such as a whistleblower protection program, reports incidents, accidents, and/or workplace safety violations, and maintenance of workplace safety records.

5.2.4 Citations

PROPOSER shall submit a list of all OSHA citations that have been received in the past five (5) years of operation. PROPOSER shall include all supporting documents pertaining to the citation, its status, and its resolution.

5.2.5 Proposed Facilities

PROPOSER shall submit the items above for all proposed facilities, and for those facilities that have been encountered by the PROPOSER in any

similar type of program or services as being proposed in this RFP, including those facilities that have previously been used to provide services to the CITY.

5.3 Technical Requirements and Project Description

PROPOSERS shall address each requirement for each proposed E-WASTE collection, transportation, processing, and recycling service and clearly describe their approach and procedures implemented to fulfill these requirements. At a minimum, all specified technical requirements must be addressed in the PROPOSAL. PROPOSER may also describe additional alternative approaches and procedures under a sub heading entitled Alternative Options within the proposal.

The PROPOSER shall describe all aspects of the operation, including how E-WASTE will be accepted, consolidated, labeled, inventoried, identified, sorted, handled, stored, and transported.

The PROPOSER's performance of services shall be in accordance with, and to the satisfaction of the CITY; California Department of Toxic Substances Control; California Code of Regulations, Title 8 (Cal-OSHA), Title 14 (CEW Payment System), and Title 22 (Division 4 and 5); California Health and Safety Code, Chapter 6.5; Code of Federal Regulations, Title 29 (OSHA), Title 40 (Environmental Protection), and Title 49 (Transportation); and all other applicable federal, STATE, and local codes and regulations.

PROPOSERS must identify any deviations in their proposal from the conditions set forth in this RFP, which could, at the CITY'S discretion, result in the proposal being rejected for being considered non-responsive. PROPOSER must specify those elements for which the proposal applies.

5.4 Record Keeping and Reporting

The CONTRACTOR shall provide, at their own expense, equipment and supplies necessary for the administration of e-waste related operations including, but not limited to computer equipment, printers and preprinted forms, timesheets, bills of lading, labels and Employee Safety and Operation Manuals which shall include Operational and Preventative Maintenance plans.

1. Shipping Documentation

The CONTRACTOR shall efficiently and correctly document shipped e-waste to comply with and satisfy requirements of: California Code of Regulations, Title 22; Code of Federal Regulations, Title 40 and Title 49; the California Department of Toxic Substance Control; the U.S. EPA permitted disposal facility's requirements for receiving the materials; and the CITY. Shipping documentation and markings shall be pre-printed with generator information and the Department of Transportation description, at the CONTRACTOR's expense. CITY staff will review container markings, labels, and bills of lading prior to signing and shipping E-WASTE collected through the electronic waste Program.

2. Covered Electronic Waste (CEW) Forms and Documents

The CONTRACTOR shall prepare and submit complete Waste Transfer Receipts and Collection Logs for all E-WASTE collected in electronic format to the CITY monthly. The CITY will review and sign for approval prior to submission to CALRECYCLE. The CONTRACTOR shall prepare and submit all other required forms, documents, and information, to CALRECYCLE, to participate in the CEW Recycling Program and receive reimbursement for CEW recycling.

3. E-Waste Management Data

The CONTRACTOR shall prepare an E-WASTE management report in hard copy and electronic format on a monthly basis. The due date for each month shall be timely as agreed upon by the PROGRAM MANAGER. The report shall be in tabular form and contain information including the quantity of various electronic waste collected (CRT CEW and Non-CRT CEW, CPUs, MISCELLANEOUS E-WASTE, NON-COVERED CRT MATERIALS), required for the annual DTSC and Net Cost reports, and reconciliation of reimbursements to the CITY, as mandated by CalRecycle.

4. Subcontractor (MBE/WBE/SBE/EBE/DVBE/OBE) Utilization

The CONTRACTOR shall prepare and submit a monthly Subcontractor Utilization Report [Exhibit D]; listing current subcontractor invoiced amounts. CONTRACTOR must provide an explanation for any item that falls short of the planned utilization with specific plans and recommendations for recovering any shortfalls in utilization. CONTRACTOR payments to SUBCONTRACTORS shall be subject to audit for a period of four (4) years from the termination or expiration of this AGREEMENT. The Utilization Report shall be signed by the CONTRACTOR PROGRAM MANAGER supporting the claimed expenditures.

5. Certificates of Recycling and Destruction and Report

In addition to copies of Certificates of Recycling and Destruction, the CONTRACTOR shall be responsible for providing a "chain of custody" report that tracks each Bill of Lading from a collection site to its ultimate destination. Regulatory requirements and LASAN's Zero Waste Policy requires E-WASTE shipments maintain a chain of custody through recycling and disposal.

5.5 Collection, Preparation, Documentation, Transportation, Processing, and Recycling Services

PROPOSER should review the technical requirements for the Collection, Transportation, Processing, and Recycling of electronic waste, collected at S.A.F.E. CENTERS, mobile collection events, LASAN COLLECTION YARDS, and other locations.

The PROPOSER shall provide supplies, transportation, processing, and recycling services for all E-WASTE collected through the electronic waste program. PROPOSER shall also provide e-waste segregation and packaging services at mobile collection events, LASAN COLLECTION YARDS, and other PROGRAM MANAGER designated locations. The PROPOSER shall provide tracking from the first Bill of Lading to the APPROVED RECYCLER and

disposal facility(ies), and Certificates of Recycling and Destruction.

PROPOSER shall include technical abilities and feasibility to perform all services being proposed.

5.6 RSM SAFE Center Services

The PROPOSER shall provide supplies and materials for packaging, and transportation for E-WASTE collected during S.A.F.E. Center operations (see Section 5.9). The CONTRACTOR shall schedule and coordinate E-WASTE supplies and shipments with the CITY's RSM Contractor(s) and the CITY.

With the exception of UCLA, S.A.F.E. CENTERS operate five DAYS per week; from 8:00 AM to 4:30 P.M. Wednesday shall be the preferred CESQG drop off day. Two DAYS are bulk, pack and ship DAYS.

The S.A.F.E. CENTERS shall be closed on the following HOLIDAYS: New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day.

5.7 Mobile Collection Events and Services

The CONTRACTOR shall set up and operate E-WASTE collection at RSM mobile events on behalf of the CITY. The events will be held on Saturdays from 9:00 a.m. to 3:00 p.m., at various locations throughout the CITY, as determined by the PROJECT MANAGER. The following subtasks describe the minimum technical requirements for the collection events. The CITY reserves the right to modify the operation of the RSM collection events at any time. Supervision, Operation and Services for mobile collection may include, but are not limited to, the following:

1. Staffing
2. Setup (Mobilization)
3. Demobilization
4. Shipping Documentation
5. Vehicle Queuing
6. Vehicle Unloading
7. Waste Segregation and Management
8. Providing Supplies and Equipment
9. E-waste Transportation
10. Break Area

5.7.1 Staffing

The CONTRACTOR shall staff and operate the CITY's mobile collection events with experienced and qualified personnel to provide the services herein set forth and outlined in Section 5.9.2. CONTRACTOR staff

provided shall be the number, their job title(s) and duration of labor agreed upon by the CITY PROGRAM MANAGER or designee.

CITY staff will provide department liaison/contractor management, review and sign shipping documents (BOLs) prepared by CONTRACTOR staff, and act as an emergency incident liaison/contact and CITY representative.

Technicians or individuals designated as technicians must have the minimum qualifications listed in Section 5.9.2 and be able to complete the following tasks:

- a. Unload and sort incoming E-WASTE;
- b. Assist with the event set-up and clean-up as directed;
- c. Perform other duties as assigned by the Site Supervisor, their designee, or CONTRACTOR'S lead personnel; and
- d. Operate a forklift; CONTRACTOR will be responsible for training its staff.
- e. Other duties as assigned by the CITY PROJECT MANAGER or their designee.

Prior to being eligible to work at the mobile collection event, contract staff shall familiarize themselves with the mobile collection event operations. Staff shall meet with LASAN'S PROGRAM MANAGER or designee for an overview of the LASAN RSM Program and discussion of the expectations and procedures.

a. Contract Staffing Requests

LASAN will request as needed contract staffing on a case-by-case basis at least a month before the collection event. The request may be made for work increments for a full day or half day. The CONTRACTOR shall provide the number of contract staff secured by 8:00 AM the day before the event. Occasionally, urgent same-day requests for staffing will be made due to unscheduled staff absences. CONTRACTOR shall respond to and provide back-up staffing within one hour for urgent staffing requests.

b. Contract Staffing No-Shows

LASAN shall be charged only for those hours worked. Timesheets acceptable to LASAN must be submitted for all labor hours.

5.7.2 Setup (Mobilization)

Each collection event will be mobilized on the day of the commencement of operations, or as otherwise specified by the CITY. Before mobilization, the CITY and the CONTRACTOR shall mutually agree upon the set-up size for the event.

Each set-up shall include adequate supplies and equipment to serve the estimated number of participants per day (100, 200, etc.) plus 75

participants. Therefore, an estimated 100 participants per day set-up shall be capable of serving up to 175 participants per day.

Estimates of event size are based upon participation at prior events held in the same area. These estimates shall not serve as a guarantee of a minimum or maximum number of participants and/or quantities of waste to be received at a given collection event.

The UNIT RATE for mobilization listed on the RATES SCHEDULE shall include but not be limited to all necessary equipment, safety supplies, food, beverages, forklifts, tents, canopies, cones, delineators, tables, plastic sheeting, etc., required to mobilize, operate, and demobilize a collection event. Mobilization charges shall include all necessary labor and transportation costs required to mobilize and demobilize a collection event based on mutually agreed upon set-up size, not actual event participation.

Unless otherwise notified by the CITY, collection events shall be mobilized as described below:

1. All supplies and equipment shall be staged in the "hot zone" before the commencement of collection activities.
2. The CONTRACTOR shall provide all directional and informational signs, traffic cones, and other traffic control devices to establish a single traffic lane adjacent to the unloading area. All signs shall be constructed and printed as specified by the CITY.
3. Support areas for breaks, equipment storage, and paperwork preparation shall be established as required. Liquid refreshments and meals shall be provided to event staff to maintain employee health and safety and efficient event operations.
4. Canopies shall be provided to cover the areas where wastes are managed.
5. Site mobilizations shall be done with minimal impact to the property. For example, tent spikes shall not be allowed to secure canopies to the ground.
6. Reasonable and adequate personal protective equipment and safety supplies such as safety vests, gloves, etc. shall be supplied by the CONTRACTOR.

Forklift rentals needed to load e-waste onto trucks for transport must be authorized by the CITY PROGRAM MANAGER or designee. The CONTRACTOR may only charge the CITY for rental of forklift for the day of transport and not for any additional DAYS unless authorized by prior written approval by the CITY PROGRAM MANAGER or designee.

5.7.3 Demobilization

The collection event shall be demobilized at the end of each day of operation. All E-WASTE shall be transported to an APPROVED

RECYCLER after each day of operation. No E-WASTE shall remain on-site after the cessation of operations for the day. The CONTRACTOR, at their sole expense, shall restore the site to the condition it was in before the collection event. The area shall be thoroughly cleaned of all debris. Any damaged foliage shall be repaired or replaced. Demobilization charges are included in the Mobilization fee.

5.7.4 Shipping Documentation

The CONTRACTOR shall efficiently and correctly document E-WASTE collected and shipped to comply with and satisfy requirements of: California Code of Regulations, Title 22; Code of Federal Regulations, Title 40 and Title 49; the California Department of Toxic Substance Control; the APPROVED RECYCLER facility's requirements for receiving the materials; and the CITY.

Bills of lading and markings shall be pre-printed with generator information and the Department of Transportation description, at the CONTRACTOR's expense. CITY staff will review container markings, labels, and shipping documents (BOLs) prior to signing, and shipment.

5.7.5 Vehicle Queuing

Traffic lanes shall be established to provide for the safe and efficient flow of traffic through the collection event. Unloading stations shall be numbered, and the numbering shall be visible to oncoming traffic.

5.7.6 Vehicle Unloading

The CONTRACTOR shall provide appropriately trained staff to unload vehicles. The unloading staff shall be responsible for inspecting the incoming loads for unacceptable materials (trash, non-electronic waste, and unknown materials) before the vehicle leaves the site. Unacceptable materials shall be returned to the participant if it can be done without creating a hazard to the participant and/or the public at large. All unknown materials should be identified by the participant. The CONTRACTOR is responsible for all damages to and property missing from participants' vehicles through the act of unloading the vehicle.

5.7.7 Waste Segregation And Management

The CONTRACTOR shall provide appropriately trained staff to segregate and prepare for shipment all E-WASTE received at the collection events. E-WASTE shall be segregated and packaged according to regulatory requirements and the requirements of the APPROVED RECYCLER facility.

5.7.8 Providing Supplies and Equipment

The CONTRACTOR shall provide an adequate amount of supplies and equipment for proper packaging and transportation of all E-WASTE collected during the event (see Section 5.9.1).

5.7.9 E-Waste Transportation

The CONTRACTOR shall collect, package, and transport all E-WASTE collected during a mobile event by the end of the operating day. All E-WASTE shall be transported to an APPROVED RECYCLER facility in compliance with the requirements of Title 49 of the Code of Federal Regulations and Title 22 of the California Code of Regulations.

5.7.10 Break Area

A break area shall be set up for refreshments and meals (including but not limited to for rest and meal breaks). It shall be covered by a canopy to provide shade or shelter from unpleasant weather conditions. The CITY shall not reimburse the CONTRACTOR for the cost of meals or refreshments.

5.8 Routine Field Services

The CONTRACTOR shall provide supplies, labor, and transportation as outlined in Section 5.9, for E-WASTE collected by the CITY at LASAN COLLECTION YARDS, Piper Tech, and C.L.A.R.T.S. The PROJECT MANAGER or designee may request these services at additional locations. The CONTRACTOR shall segregate wastes according to regulatory requirements, and requirements of the APPROVED RECYCLER facility. The CONTRACTOR shall schedule and coordinate supply drop offs and E-WASTE shipments with the PROJECT MANAGER and CITY staff at each collection location. The CONTRACTOR shall prepare Bills of Lading for CITY staff to review and sign prior to shipment.

5.9 General Supply, Labor, And Transportation Services

The PROPOSER shall provide general services for E-WASTE collected through the electronic waste program at S.A.F.E. Centers, mobile events, LASAN COLLECTION YARDS, Piper Tech, C.L.A.R.T.S., and any other CITY-designated locations on an as-needed basis.

PROPOSERS shall provide a complete RATE SCHEDULE for E-WASTE management, as described in this section. Tasks/Rates shall include, but are not limited to, the following:

5.9.1. Providing Supplies and Equipment

The CONTRACTOR shall provide all necessary supplies and materials for proper containerization, packaging, storage, and transportation of E-WASTE collected through the electronic waste program. The CONTRACTOR shall coordinate supply drop offs with E-WASTE pick-ups to maximize operational efficiency.

The CONTRACTOR shall make a good faith effort to recycle or reuse empty containers and supplies. The CONTRACTOR shall package and transport unrecyclable empty containers/supplies to a disposal or management facility.

5.9.2. Labor

The CONTRACTOR shall provide trained, experienced and qualified personnel to properly receive, handle, segregate, package, document, and transport all E-WASTE collected through the electronic waste program. E-WASTE shall be segregated and packaged according to regulatory requirements and the requirements of the APPROVED RECYCLER facility. Additional labor services may be requested by the PROGRAM MANAGER or designee.

CONTRACTOR shall provide, prior to being eligible to work at the RSM collection events, LASAN COLLECTION YARDS or any other CITY-designated locations, a detailed written description of training (including certificates) provided to its staff or CONTRACTOR who will be staffing for this program. In addition, the CONTRACTOR will be required to provide proof of training for each staff member appropriate to their job function for Title 22, OSHA and DOT requirements and any other applicable STATE or Federal regulations including but not limited to, DOT, OSHA, and forklift training. CONTRACTOR may provide proof of training within one business day for urgent assignments.

CONTRACTOR personnel must be trained according to the California Occupational Safety and Health Act (Cal-OSHA) requirements (CCR Title 8), and DTSC's UNIVERSAL WASTE regulations (Title 22, Division 4.5, Chapter 23) in the safe and proper handling of UNIVERSAL WASTE, and must be capable of emergency response and cleanup of damaged electronic waste, and containing and securing E-WASTE during inclement weather and disasters.

The CONTRACTOR shall provide proof of training for each staff member appropriate to his/her job function, as set forth in Title 22, Title 8, Department of Transportation requirements, and any other applicable federal, state or local regulations.

CONTRACTOR staff shall conduct business in a professional manner with CITY staff, property owner representatives, and members of the public. The CITY PROJECT MANAGER may choose to substitute or remove any staff who fail to represent the CITY's best interest.

The CONTRACTOR shall provide sufficient staff for various services (e.g. staffing mobile events, or packing E-WASTE at LASAN COLLECTION YARDS) to avoid overtime. The CONTRACTOR shall not incur overtime without prior written approval of the CITY PROGRAM MANAGER.

If an employee of a higher labor class performs the tasks of a lower labor class, then the CITY will be charged for the labor rate of the lower class.

All CONTRACTOR and SUBCONTRACTOR staff must meet, maintain and provide documentation (e.g., certificates of completion) for all training required to manage universal waste throughout the term of the CONTRACT.

5.9.3. Transportation

The CONTRACTOR shall provide regularly scheduled E-WASTE pick-ups at S.A.F.E. CENTERS, LASAN COLLECTION YARDS, C.L.A.R.T.S., and Piper Tech (See Attachment XX and XX). Additional scheduled pickups from other locations may be requested by the PROGRAM MANAGER or designee on an "as needed" basis. All E-WASTE shall be transported directly to an APPROVED RECYCLER facility and must comply with the requirements of Title 49 of the Code of Federal Regulations and Title 22 of the California Code of Regulations. The CONTRACTOR shall ensure that there is an adequate amount of transportation vehicles available to handle the volume of E-WASTE collected.

5.10 E-Waste Processing, Recycling and Disposal

5.10.1 Minimum E-Waste Processing Facility Requirements

1. The CONTRACTOR shall be a participating APPROVED RECYCLER in the State of California's Covered Electronic Waste (CEW) Payment System and maintain this status throughout the term of the CONTRACT.
2. The CONTRACTOR shall follow all guidelines for APPROVED RECYCLERS per DTSC and CALRECYCLE.
3. The CONTRACTOR shall process, dismantle, recycle, and treat, and properly dispose of the E-WASTE components in a safe and environmentally responsible manner as mandated by federal, STATE, and local regulations.
4. The CONTRACTOR shall dismantle all E-WASTE within the STATE for the purpose of recycling. The CONTRACTOR shall not ship whole units out of California. All E-WASTE shall be fully dismantled to commodity levels.
5. CONTRACTOR shall destroy, by way of mechanical shredding, all hard drives for data security.

6. The CONTRACTOR shall submit monthly documentation of all CITY E-WASTE by category along with respective quantities, Bills of Lading, Certificates of Recycling and Destruction, and certifications of destination(s) including final destinations.
7. The CONTRACTOR shall submit monthly tracking reports of all E-WASTE collected and reconciliation of reimbursements to the CITY, as mandated by SB 20 and SB 50.
8. The CONTRACTOR shall be in compliance with all federal, STATE, and local environmental laws and regulations related to but not limited to air quality, water quality, waste management, and health and safety.

5.10.2 Staffing

The CONTRACTOR shall staff and operate the APPROVED RECYCLER facility with regular, full-time, experienced and qualified personnel. Staff must possess all required training to perform the work including but not limited to workplace safety and UNIVERSAL WASTE management.

5.10.3 Rejected E-Waste

In the event an APPROVED RECYCLER facility rejects E-WASTE from a CITY collection event, the CONTRACTOR shall manage that waste. The CITY shall not accept custody of the rejected waste. The CONTRACTOR shall dispose of any rejected waste at no expense to the CITY.

5.11 Rate Schedules and Cost Terms

PROPOSER must provide in writing rates for various E-WASTE types including but not limited to CRT CEW and Non-CRT CEW, CPUs, and MISCELLANEOUS E-WASTE. Rates incorporate the combined collection, transportation, processing, recycling, and disposal of the waste resulting from recycling. PROPOSER must also provide individual rates for labor, transportation, services (e.g. event mobilization), supplies/materials, and equipment rentals. The PROPOSER shall identify and provide details on all components of the calculated mobilization fee.

Reimbursement rates for CRT and Non-CRT CEW must meet or exceed the CEW recovery and recycling payment rates established by CALRECYCLE. PROPOSER should include any revenue sharing rates for other E-WASTE types.

Written proposed rates shall be effective at the start and through the duration of the CONTRACT.

5.12 Other LASAN Policies

LASAN desires that the prices, terms, and conditions contained in the resulting CONTRACT be offered to other CITY departments. Any resulting cooperative

purchasing shall be between the CONTRACTOR and the CITY department desiring such cooperative purchasing and shall have no effect on any LASAN CONTRACT. However, the CONTRACTOR shall provide priority service to the LASAN over any other CITY departments for said service.

5.12.1 Indemnification of Disposal Facilities

PROPOSER shall indemnify and hold harmless the CITY for any incidents occurring as a result of managing the waste resulting from E-WASTE recycling at a facility used by the PROPOSER.

5.12.2 Waste Scavenging

The CITY strictly prohibits any person from removing any E-WASTE (i.e., scavenging) from the collection site, or APPROVED RECYCLER facility for their own personal use. PROPOSER shall enforce this policy. PROPOSER shall be liable for any damages, which can be attributed to scavenged waste.

5.12.3 Operations Manual

Within 60 DAYS of the execution of the CONTRACT, the CONTRACTOR shall provide an Operating Manual that includes, but is not limited to the following:

- Waste categorization, separation, packaging, transportation, processing, and recycling practices
- Emergency plans
- All equipment necessary to handle E-WASTE collection and management

5.12.4 Emissions Standards

The PROPOSER'S entire fleet of heavy duty vehicles, including SUBCONTRACTOR'S fleet, must comply with California Air Resources Board (CARB)-Certified Best Available Control Technology (BACT) for Particulate Matter (PM) and Nitrogen Oxide (NOX) reduction and any regulations under the South Coast Air Quality Management District's Fleet Rules.

5.12.5 Required Staff Training

PROPOSERS shall guarantee all personnel employed or subcontracted are trained and provide a copy of each certificate to the CITY. The CONTRACTOR shall provide two copies of the certificates for every staff member assigned to tasks involving the handling of E-WASTE.

5.13 Permits and Approvals

PROPOSER shall be prepared to perform all activities in connection with its responsibilities in accordance with all Federal, STATE, and Local laws, statutes, ordinances, rules, and regulations. All PROPOSALS must meet the minimum current standards for U-WASTE handling and transportation, and APPROVED RECYCLER facilities as set forth in the California Code of Regulations Title 14, and 22, and be in compliance with all APPLICABLE LAWS.

The CITY shall be responsible for determining, obtaining, and retaining all permits, clearances, and approvals, necessary for E-WASTE collection.

PROPOSER shall be prepared to keep an on-site copy of the APPROVED RECYCLER facilities' PERMITS, clearances, and/or approvals necessary to comply with APPLICABLE LAWS. Include the organization name, contact and phone number for each agency responsible for issuing/monitoring the PERMITS.

Any component of the overall system proposed in response to this RFP located within the State of California shall comply with the California Environmental Quality Act (CEQA).

5.14 E-Waste Collection and Approved Recycler Contingency Plans

PROPOSER shall specify in writing contingency plans for the PROPOSER'S transportation services, or operations at the primary APPROVED RECYCLER facility, to address temporary or permanent disruptions, or waste stream volume increases. The PROPOSER must identify alternative arrangements. The CITY must approve any alternative arrangements prior to commencement of the service. PROPOSER shall, if applicable, haul E-WASTE to another fully permitted APPROVED RECYCLER facility that will be identified in the response to this RFP and agreed upon by the CITY.

5.15 Personnel

PROPOSER shall provide a qualified number of staff to sufficiently manage the E-WASTE collected through the electronic waste program in accordance with standard practices of the E-WASTE management industry, and to perform its obligations of the CONTRACT, which shall include, without limitation, operation, collection, segregation, packaging, documentation, transportation, weighing, processing, and recycling.

5.16 Supplies and Equipment

PROPOSER shall supply all services necessary to operate and maintain the electronic waste program in order to accept, package, transport, process, recycle, and dispose of E-WASTE in accordance with the provisions of this RFP. Such services shall include, without limitations, all the necessary labor, materials, equipment, insurance, monitoring and maintenance, without hindrance or delay because of services provided to non-CITY users of the APPROVED RECYCLING and/or disposal facilities.

5.17 Data Reporting and Invoices

PROPOSER shall maintain records for invoicing and CITY verification, and provide corresponding electronic waste data to the CITY as invoice documentation (see Article 6.13 regarding Retention of Records, Audit and Reports).

PROPOSER shall prepare monthly invoices for all E-WASTE collected through the electronic waste program, including E-WASTE types and quantities collected, labor, supply and transportation charges, Schedule B documentation, copies of all timesheets, and waste tracking thru Certificates of Recycling and Destruction at no additional cost to the CITY. The format of reports and invoices are to be specified in the awarded CONTRACT.

5.18 LASAN Customer Care Center

The CITY operates a Customer Care Center where the public can call to receive information regarding the CITY'S disposal and recycling programs. The CITY may request the PROPOSER to answer inquiries by CITY staff concerning the PROPOSER'S operation for dissemination to the public.

PROPOSER'S responses to these inquiries may, at the CITY'S discretion, be disseminated to the public.

5.19 Alternative Options Proposals

Alternative Options PROPOSALS are encouraged for the CITY's consideration. PROPOSER shall provide additional information they believe is necessary, although not specifically requested in the RFP, to discuss potential issues relevant to the RFP and their PROPOSALS, to comment on requirements believed to be missing from the RFP or present a unique solution not anticipated by LASAN in the preparation of this RFP. Alternative PROPOSALS must also satisfy the objectives of the RFP. Alternative PROPOSALS not satisfying the objectives of the RFP will be deemed non-responsive.

Any alternative strategies and or arrangements shall include a detailed analysis of the required changes in CITY operations. The CITY reserves the right to require PROPOSER to provide supporting documentation (or additional detailed analysis) to substantiate purported advantages to the CITY.

5.20 Financial Requirements

The CITY will not finance any PROPOSER or PROPOSALS nor assume any risks related to financing the project. PROPOSER shall provide all financing for the project, and shall provide a proposed financing strategy to support the proposed service(s).

PROPOSER must submit the required information with the PROPOSAL for evaluation. The CITY shall require a signed statement from the PROPOSER

stating that all conditions described in this Article have been met.

PROPOSER shall demonstrate the following financial qualifications:

1. PROPOSER must provide the most recent audited financial statements or alternatively, bank references indicating that the PROPOSER satisfies the requirements for working capital. Audited financial statements for the past three (3) fiscal years are to include, at a minimum, income statements, balance sheets, and statement of changes in financial position. If less than three (3) years are available, then this information shall be provided to the fullest extent possible.

PROPOSER must have such statements certified by the Chief Financial Officer or other responsible representative of the entity and attested by an independent Certified Public Accountant.

In case of a joint venture or general partnership of more than one company, the PROPOSER must supply financial information of all joint venture parties or general partners.

The statements must show that the entity meets the standard of having a debt-to-equity ratio of no greater than four to one (4:1).

2. In the event audited financial statements are not available, PROPOSER must provide a letter that is signed by an officer of the PROPOSER'S bank, indicating that the proposing entity's financial condition meets the threshold criteria enumerated herein.
3. PROPOSER may provide a letter of credit, loan commitment, or similar documentation, signed by an officer of the PROPOSER'S bank or financial guarantor, that indicates that the required funds are or will be made available to the PROPOSER contingent only on permitting and execution of the proposed AGREEMENT.

5.21 CITY Policy Compliance Qualifications

Refer to Article 7 and Appendices which contain CITY policies that personal service contractors are required to comply with in order to be awarded a CONTRACT.

ARTICLE 6 - BUSINESS ARRANGEMENTS

The CITY may execute an AGREEMENT with the selected PROPOSER that will provide services specified in this RFP. The AGREEMENT will incorporate all elements of the PROPOSER'S business and technical PROPOSALS. Set forth in this Article are the major terms of the business arrangement that the CITY seeks with the selected PROPOSER, as further defined by the PROPOSAL items contained in the PROPOSER'S PROPOSAL.

6.1 Term of Proposed AGREEMENT

The proposed AGREEMENT term will be for five (5) years with two (2) five-year renewal options. This AGREEMENT is subject to final approval of the BOARD, Mayor, and City Council.

Unless otherwise provided, this CONTRACT shall take effect when all of the following events have occurred:

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

6.2 Performance Guarantees

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

6.3 Performance Bond

No Bonds will be required by this CONTRACT.

6.4 Liability of Selected PROPOSER

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

6.5 Key Personnel

The PROPOSER shall designate, as part of its submittal, their CONTRACT PROJECT MANAGER to be assigned to the CITY'S program. Additional personnel shall be assigned, subject to the CITY'S approval, on an as-needed basis. The personnel assigned to these positions at the commencement of services under the proposed AGREEMENT shall serve in these positions as long as required. The PROPOSER shall not change personnel assigned to these positions without the prior consent and approval of the CITY, whose consent shall not be withheld unreasonably.

6.6 CONTRACTOR Personnel

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

The selected PROPOSER shall not use SUBCONTRACTORS to assist in performance of the AGREEMENT without the prior written approval of the CITY. If the CITY PERMITS the use of SUBCONTRACTORS, the selected PROPOSER shall remain responsible for performing all aspects of the AGREEMENT. The CITY has the right to approve the selected PROPOSER'S SUBCONTRACTORS, and the CITY reserves the right to request replacement of SUBCONTRACTORS. The CITY does not have any obligation to pay selected PROPOSER'S SUBCONTRACTORS, and nothing herein creates any privity of contract between the CITY and the SUBCONTRACTORS. The use of SUBCONTRACTORS shall be subject to approval of the CITY, pursuant to the provisions of Section 6.7.

6.7 SUBCONTRACTORS

All subcontracts shall require submission to the Department of Public Works, Bureau of Contract Administration for approval. A copy of all subcontracts shall be submitted to the Bureau of Contract Administration showing the SUBCONTRACTOR'S name and dollar amount of each subcontract. Wholly owned subsidiaries of the selected PROPOSER shall not be considered SUBCONTRACTORS. The selected PROPOSER shall not change any of these designated SUBCONTRACTORS, or reduce their level of effort, without prior written approval of the BOARD, provided that such approval will not be unreasonably withheld.

6.8 Limitation of CITY's Obligation to Make Payment to CONTRACTOR

Notwithstanding any other provision of this CONTRACT, including any exhibits or attachments incorporated therein, and in order for CITY to comply with its governing legal requirements, CITY shall have no obligation to make any payments to CONTRACTOR unless CITY shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this CONTRACT. CONTRACTOR agrees that any services provided by CONTRACTOR, purchases made by CONTRACTOR or expenses incurred by CONTRACTOR in excess of the appropriation(s) shall be free and without charge to CITY and CITY shall have no obligation to pay for the services, purchases or expenses. CONTRACTOR shall have no obligation to provide any services, provide any equipment or incur any expenses in excess of the appropriated amount(s) until CITY appropriates additional funds for the CONTRACT.

6.9 Cost Ceiling

The cost ceiling for this PROPOSAL shall not exceed \$1,000,000 for the duration of the CONTRACT. In the event of multiple CONTRACTS, the sum of the CONTRACT ceilings shall not exceed \$1,000,000. The CITY reserves the right to revise the cost ceiling during the negotiations phase. The CITY shall not be obligated to reimburse the selected PROPOSER for costs incurred in excess of the cost ceiling. The selected PROPOSER shall not be obligated to continue performance (including actions under the temporary stop work or termination clauses) or otherwise incur costs in excess of the cost ceiling unless and until the CITY shall have notified the selected PROPOSER in writing that such cost ceiling has been increased and shall have specified in such notice an estimated cost ceiling which shall thereupon constitute the cost performance of the proposed AGREEMENT. In the absence of the specified notice, the CITY shall not be obligated to reimburse the selected PROPOSER for any costs in excess of the cost ceiling set forth, whether those costs were incurred during the course of the proposed AGREEMENT or as a result of termination. When and to the extent that the cost ceiling has been increased, any costs incurred by the selected PROPOSER in excess of the cost ceiling prior to such increase shall be allowable to the same extent as if such costs had been incurred after the increase.

6.10 Compensation

The selected PROPOSER shall be compensated for all services provided as described herein in accordance with the applicable rates specified in the proposed AGREEMENT.

6.11 Costs Incurred prior to Full Execution of the Proposed AGREEMENT

Costs incurred by the selected PROPOSER prior to the actual date of full execution of the proposed AGREEMENT that may follow the RFP process, shall only be payable to the selected PROPOSER if said costs were incurred in completing any task specifically authorized by the proposed AGREEMENT, and said costs are reviewed and approved by the CITY, and said approval for payment occurs after the proposed AGREEMENT is fully executed.

6.12 Invoice Procedures

The selected PROPOSER shall prepare an invoice on a monthly basis for work that has been completed to the CITY'S satisfaction. The selected PROPOSER is responsible for the preparation of a complete and accurate invoice. Invoices shall be prepared in such form and supported by such copies of invoices, time sheets and other documents of proof as may be reasonably required by the CITY to establish the monetary amount of such invoices as being allowed. Invoices and associated documentation shall be prepared at the sole expense and responsibility of the selected PROPOSER. The CITY will not compensate the selected PROPOSER for any costs incurred for invoice preparation.

6.12.1 Invoice Submittal

The CONTRACTOR shall submit all invoices to:

City of Los Angeles
1149 South Broadway, 5th Floor
Los Angeles, CA 90015-2213
ATTN: John Park, SRCRD

6.12.2 Invoice Submittal Deadline

The CITY shall not be responsible for payment of invoices or supplemental invoices submitted to the CITY more than one year after the date of expiration of the AGREEMENT.

6.12.3 Invoice Approval and Processing

Payments shall be made upon the submission of a complete and accurate invoice and supporting documentation. The CITY shall review the CONTRACTOR'S invoice in accordance with the CITY'S review procedures. Once approved by the CITY PROJECT MANAGER, the CITY will make a good faith effort to process payments in a timely manner. To expedite the approval process, CONTRACTORS are encouraged to submit draft invoices for review, prior to submitting a final invoice.

6.12.4 Discount

The CITY will consider a shorter payment schedule should the selected PROPOSER offer a discount for more immediate payment. However, such discount shall not be considered in the preparation or evaluation of the RATE SCHEDULES included in the PROPOSAL.

6.12.5 Best Terms

Throughout the term of the CONTRACT, CONTRACTOR shall offer CITY the best terms, prices, and discounts that are offered to any of CONTRACTOR'S customers for similar goods and services provided under the CONTRACT.

6.12.6 Late Charges

The CITY does not pay late penalties or interest on outstanding invoices. The CITY is not responsible for the payment of any interest, late charges or penalties incurred by the PROPOSER from any SUBCONTRACTOR or supplier for any time provided under the CONTRACT.

6.12.7 Disputes

In the event that a dispute arises over an invoice, the CITY shall pay any undisputed portion of the amount due within the time period required for such payment, and any required payment of the disputed amount in accordance with existing CITY practices.

6.12.8 False Claims Act

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

6.13 Retention of Records, Audit and Reports

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of the CONTRACT, in their original form or as otherwise approved by the CITY. These records shall be retained for a period of no less than four years from the later of the following: (1) final payment made by the CITY, (2) the expiration of the CONTRACT or (3) termination of the CONTRACT. The records will be subject to examination and audit by authorized CITY personnel or the CITY'S representatives at any time. CONTRACTOR shall provide any reports requested by the CITY regarding performance of this CONTRACT. Any subcontract entered into by CONTRACTOR for work to be performed under the CONTRACT must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, CONTRACTOR may, upon the CITY'S written approval, submit the required information to CITY in an electronic format, e.g. USB flash drive, at the expiration or termination of the CONTRACT.

6.14 Amendment

All amendments to this CONTRACT shall be in writing and signed and approved pursuant to the provisions of Article 6.1.

6.15 Suspension

At the CITY'S sole discretion, the CITY may suspend any or all services provided under this CONTRACT by providing the CONTRACTOR with written notice of suspension. Upon receipt of the notice of suspension, the CONTRACTOR shall immediately cease the services suspended and shall not incur any additional obligations, costs or expenses to the CITY until the CITY gives written notice to recommence the services.

6.16 Termination

A. Termination for Convenience

The CITY may terminate the CONTRACT for the CITY'S convenience at any time by providing the CONTRACTOR thirty days written notice. Upon receipt of the notice of termination, the CONTRACTOR shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. The CITY shall pay the CONTRACTOR its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by the CONTRACTOR to effect the termination. Thereafter, the CONTRACTOR shall have no further claims against the CITY under the CONTRACT. All finished and unfinished documents and materials procured for or produced under the CONTRACT, including all intellectual property rights the CITY is entitled to, shall become CITY property upon the date of the termination. The CONTRACTOR agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights provided herein.

B. Termination for Breach of Contract

1. Except as provided in Article 6.21, if the CONTRACTOR fails to perform any of the provisions of the CONTRACT or so fails to make progress as to endanger timely performance of the CONTRACT, the CITY may give the CONTRACTOR written notice of the default. The CITY'S default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of the CITY. Additionally, the CITY'S default notice may offer the CONTRACTOR an opportunity to provide the CITY with a plan to cure the default, which shall be submitted to the CITY within the time period allowed by the CITY. At the CITY'S sole discretion, the CITY may accept or reject the CONTRACTOR'S plan. If the default cannot be cured or if the CONTRACTOR fails to cure within the period allowed by the CITY, then the CITY may terminate the CONTRACT due to the CONTRACTOR'S breach of this CONTRACT.
2. If the default under the CONTRACT is due to the CONTRACTOR'S failure to maintain the insurance required under the CONTRACT, the CONTRACTOR shall immediately: (1) suspend performance of any services under the CONTRACT for which insurance was required; and (2) notify its employees and SUBCONTRACTORS of the loss of insurance coverage and the CONTRACTOR'S obligation to suspend performance of services. The CONTRACTOR shall not recommence performance until the CONTRACTOR is fully insured and in compliance with the CITY'S requirements.
3. If a federal or STATE proceeding for relief of debtors is undertaken by or against the CONTRACTOR, or if the CONTRACTOR makes an assignment for the benefit of creditors, then the CITY may immediately terminate the CONTRACT.
4. If the CONTRACTOR engages in any dishonest conduct related to the performance or administration of the CONTRACT or violates the CITY'S laws, regulations or policies relating to lobbying, then the CITY may immediately terminate the CONTRACT.

5. Acts of Moral Turpitude

- a. The CONTRACTOR shall immediately notify the CITY if the CONTRACTOR or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, STATE, or local laws ("Act of Moral Turpitude").
 - b. If the CONTRACTOR or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, the CITY may immediately terminate the CONTRACT.
 - c. If the CONTRACTOR or a Key Person is charged with or indicted for an Act of Moral Turpitude, the CITY may terminate the CONTRACT after providing the CONTRACTOR an opportunity to present evidence of the CONTRACTOR'S ability to perform under the terms of the CONTRACT.
 - d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.
 - e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to the CONTRACT, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of the CONTRACTOR.
6. In the event the CITY terminates the CONTRACT as provided in this section, the CITY may procure, upon such terms and in the manner as the CITY may deem appropriate, services similar in scope and level of effort to those so terminated, and the CONTRACTOR shall be liable to the CITY for all of its costs and damages, including, but not limited to, any excess costs for such services.
7. If, after notice of termination of the CONTRACT under the provisions of this section, it is determined for any reason that the CONTRACTOR was not in default under the provisions of this section, or that the default was excusable under the terms of the CONTRACT, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Article 6.16(A) Termination for Convenience.

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

- C. In the event that the CONTRACT is terminated, the CONTRACTOR shall immediately notify all employees and SUBCONTRACTORS, and shall notify in writing all other parties contracted with under the terms of the CONTRACT within five working days of the termination.

6.17 Indemnification

Except for the active negligence or willful misconduct of the CITY, or any of its boards, officers, agents, employees, assigns and successors in interest, CONTRACTOR shall defend, indemnify and hold harmless the CITY and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including the CONTRACTOR'S employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by the CONTRACTOR, SUBCONTRACTORS, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of the CITY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under the CONTRACT. This provision will survive expiration or termination of the CONTRACT.

6.18 Claims for Labor and Materials

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

6.19 Independent Contractor

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

6.20 Ownership and License

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under the CONTRACT including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, blueprints, studies, memoranda, computation sheets, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property originated and prepared by the CONTRACTOR or its SUBCONTRACTORS under the CONTRACT (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of the CITY for its use in any manner the CITY deems appropriate. The CONTRACTOR hereby assigns to the CITY all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared under the CONTRACT. The CONTRACTOR further agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights provided herein.

The CONTRACTOR agrees that a monetary remedy for breach of the CONTRACT may be inadequate, impracticable, or difficult to prove and that a breach may cause the CITY irreparable harm. The CITY may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude the CITY from seeking or obtaining any other relief to which the CITY may be entitled.

For all Work Products delivered to the CITY that are not originated or prepared by the CONTRACTOR or its SUBCONTRACTORS under the CONTRACT, the CONTRACTOR shall secure a grant, at no cost to the CITY, for a non-exclusive perpetual license to use such Work Products for any CITY purposes.

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

Any subcontract entered into by the CONTRACTOR relating to the CONTRACT shall include this provision to contractually bind its SUBCONTRACTORS performing work under the CONTRACT such that the CITY'S ownership and license rights of all Work Products are preserved and protected as intended herein.

6.21 Successors and Assigns

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

6.22 Excusable Delays

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with the CONTRACT, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's SUBCONTRACTORS), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a SUBCONTRACTOR of the CONTRACTOR shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both the CONTRACTOR and SUBCONTRACTOR, and without any fault or negligence of either of them. In such case, the CONTRACTOR shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the SUBCONTRACTOR were obtainable from other sources in sufficient time to permit the CONTRACTOR to perform timely. As used in the CONTRACT, the term "SUBCONTRACTOR" means a SUBCONTRACTOR at any tier.

In the event the CONTRACTOR'S delay or failure to perform arises out of a Force Majeure Event, the CONTRACTOR agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

6.23 Severability

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

6.24 Disputes

Should a dispute or controversy arise concerning provisions of the proposed AGREEMENT or the performance of work hereunder, the parties may elect to submit such to a court of competent jurisdiction. The party against whom a decision is rendered shall be required to pay, in addition to any judgment, all legal costs and attorney's fees incurred by both parties pursuant to the resolution to the matter.

6.25 Applicable Law, Interpretation, and Enforcement

Each party's performance shall comply with all APPLICABLE LAWS of the United States of America, the State of California, and the CITY, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. The CONTRACT shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. The CONTRACTOR shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of the CONTRACT with no additional compensation paid to the CONTRACTOR.

In any action arising out of the CONTRACT, the CONTRACTOR consents to personal jurisdiction, and agrees to bring all such actions, exclusively in STATE or federal courts located in Los Angeles County, California.

If any part, term or provision of the CONTRACT is held void, illegal, unenforceable, or in conflict with any federal, STATE or local law or regulation, the validity of the remaining parts, terms or provisions of the CONTRACT shall not be affected.

6.26 Breach

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

6.27 Rights Reserved by the CITY

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

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

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

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

6.28 Acceptance of Terms and Conditions

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

ARTICLE 7 - STANDARD PROVISIONS FOR CITY CONTRACTS (LEGAL REQUIREMENTS)

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

7.1 Insurance Requirements

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

(a) General Liability	\$XXXXXX
(b) Workers' Compensation	
Employer's Liability Insurance	\$XXXXXX
(c) Automobile Liability	\$XXXXXX

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

7.2 Current Los Angeles City Business Tax Registration Certificate Required

For the duration of the CONTRACT, the CONTRACTOR shall maintain valid Business Tax Registration Certificate(s) as required by the CITY'S Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended. See Attachment B for application or return a copy of the Certificate with the proposal

7.3 Non-Collusion

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

7.4 Los Angeles Residence Information

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

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

See Attachment F for sample form.

7.5 Contract History

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

7.6 Nondiscrimination/Equal Employment Opportunity/Affirmative Action (Non-Construction and Construction)

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

All contracts (both construction and non-construction) for which the consideration is \$1,000 or more shall comply with the provisions of the Los Angeles Administrative Code Section 10.8.3, Equal Employment Practices Provisions. By affixing its signature on a contract that is subject to the Equal Employment Practices Provisions, the CONTRACTOR shall agree to adhere to the provisions in the Equal Employment Practices Provisions for the duration of the CONTRACT.

All contracts (both construction and non-construction) for which the consideration is \$25,000 or more shall comply with the provisions of the Los Angeles Administrative Code Section 10.8.4., Affirmative Action Program Provisions. By affixing its signature on a contract that is subject to the Affirmative Action Program Provisions, the CONTRACTOR shall agree to adhere to the provisions in the Affirmative Action Program Provisions for the duration of the CONTRACT.

Furthermore, CONTRACTORS shall include similar provisions in all subcontracts awarded for work to be performed under the CONTRACT with the CITY and shall impose the same obligations. The CONTRACT with the SUBCONTRACTOR that contends similar language shall be made available to the Office of Contract Compliance upon request.

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

7.7 Business Inclusion Program (BIP) Outreach Requirements

This RFP is subject to the City of Los Angeles' BIP Outreach Requirements included in Attachment D of this RFP. Performance of a BIP Outreach to Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Small Business Enterprise (SBE), Emerging Business Enterprise (EBE), Disabled Veteran Business Enterprise (DVBE), and Other Business Enterprise (OBE) subcontractors must be completed utilizing RAMP, www.rampla.org.

For the purpose of this RFP, the CITY has set overall anticipated participation levels of eighteen percent (18%) MBE, four percent (4%) WBE, twenty-five percent (25%) SBE, eight percent (8%) EBE, and three percent (3%) DVBE. Currently, the Lesbian, Gay, Bi-sexual, Transgender Business Enterprise (LGBTBE) is not required as part of the BIP outreach but is tracked for statistical purposes. These low participation rates have been set due to the low level of registered minority businesses (Electronic recycling to the commodity level). All PROPOSERS must perform a BIP Outreach as described in Attachment D to reach out to available MBE, WBE, SBE, EBE, DVBE, and OBE SUBCONTRACTORS. PROPOSERS will not be able to utilize RAMP's BIP Outreach notification function less than fifteen (15) CALENDAR DAYS prior to the RFP response submittal deadline. **Failure to comply with the CITY'S BIP Outreach requirements by the deadline will render the proposal non-responsive.**

The following NAICS Codes have been identified as work areas for which subcontracting outreach must be performed:

- Temporary Help Services (NAICS Code 561320)
- Commodity Contracts Intermediation (NAICS Code 523160)
- Truck Transportation (NAICS Code 484000)

PROPOSERS must complete their RAMP BIP Summary Sheet including the names of all the responding SUBCONTRACTORS, vendors, or equipment rental businesses that were selected or not selected to perform work, including but not limited to the area shown in the Scope of Work section of this RFP. This list must also include an explanation of the evaluation that led to any subcontract that was rejected, and the explanation for rejection must have been communicated to the SUBCONTRACTOR/vendor using RAMP.

Respondents to this RFP will have until 4:30 pm of the following CITY working day after the RFP response submittal date to complete the RAMP-generated BIP Summary Sheet with the entries of the bids and quotes from all selected and non-selected subcontractors/vendors. **Failure to comply with the CITY'S BIP Outreach requirements by the deadline will render the proposal non-responsive.**

PROPOSERS are also required to complete the MBE/WBE/SBE/EBE/DVBE/OBE SUBCONTRACTORS Information Form (Schedule A) and submit it with the RFP. The PROPOSER must include on the Schedule A the names, addresses, telephone numbers, contact persons and dollar value of the subcontract of all of the selected firms, and a complete description of the supplies and/or the work to be provided by each firm.

PROPOSERS must have a bid/quote from each SUBCONTRACTOR listed on their Schedule A prior to submission of the Schedule A. PROPOSERS are encouraged to submit all of their bids/quotes from all responding SUBCONTRACTORS at the time they modify their RAMP BIP Summary Sheet by uploading them to the "BIP Supporting Documents" section. Copies of the subcontracts from ALL responding MBE/WBE/SBE/EBE/DVBE/OBE firms must be submitted prior to the award of the CONTRACT.

During the term of the CONTRACT, the PROPOSER must submit the MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile (Schedule B) with each invoice.

Upon completion of the project, a summary of SUBCONTRACTOR utilization shall be prepared on the "Final Subcontracting Report" form (Schedule C) and certified as correct by the CONTRACTOR or its authorized representative. The completed form shall be furnished to LASAN within 15 working DAYS after completion of the CONTRACT.

PROPOSERS who have questions or who require assistance with the BIP requirements should contact John Pattison in LASAN's Centralized Contracts Unit at john.pattison@lacity.org.

Please refer to Attachment D for the BIP Outreach Requirements.

7.8 Worker Retention Ordinance/Living Wage Ordinance

Unless approved for an exemption, Contractors under contracts primarily for the furnishing of services to or for the CITY and that involve an expenditure in excess of \$25,000 and a term of at least three (3) months, lessees and licensees of CITY property, and certain recipients of CITY financial assistance, shall comply with the provisions of Los Angeles Administrative Code Section 10.37 et seq., Living Wage Ordinance (LWO) and 10.36 et seq., Worker Retention Ordinance (WRO).

PROPOSERS who believe that they meet the qualifications for one (1) of the exemptions shall apply for exemption from the Ordinance by completing and submitting the appropriate Exemption/Non-Coverage Application form with their proposal. Application forms are as follows: Exemption Application (Form LW-10), Small Business Exemption Application (Form LW-26), 501(c)(3) Non-profit Exemption Application (OCC/LW-28), and Non-Coverage Determination Application (Form OCC/LW-29). These forms and more detailed information about the ordinances are available on the Bureau of Contract Administration website at <https://bca.lacity.org>

7.9 Equal Benefits Ordinance (EBO) / First Source Hiring Ordinance (FSHO)

If a contract is subject to the Equal Benefits Ordinance (EBO) and/or the First Source Hiring Ordinance (FSHO), PROPOSERS are required to complete a streamlined EBO/FSHO Compliance Affidavit web application form that is located on RAMP at www.rampla.org. PROPOSERS are responsible for creating a RAMP profile and completing and submitting the affidavit. See below for additional details about the EBO and the FSHO.

Equal Benefits Ordinance (EBO):

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

All PROPOSERS shall complete and submit the Equal Benefits Ordinance Compliance Affidavit available on RAMP residing at www.rampla.org, prior to award of a CITY contract that exceeds \$25,000. The affidavit shall be valid for a period of three (3) years from the date it is first uploaded onto the CITY'S RAMP. PROPOSERS do not need to submit supporting documentation with their proposals. However, the CITY may request supporting documentation to verify that the benefits are provided equally as specified on the EBO Affidavit.

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

First Source Hiring Ordinance (FSHO)

Unless approved for an exemption, contractors under contracts primarily for the furnishing of services to or for the CITY, the value of which exceeds \$25,000 with a term of at least three (3) months, and certain recipients of CITY Loans or Grants, shall comply with the provisions of Los Angeles Administrative Code Sections 10.44 et seq., First Source Hiring Ordinance (FSHO).

All PROPOSERS shall complete and electronically sign the FSHO Compliance Affidavit available on RAMP residing at www.rampla.org prior to award of a CITY contract. The affidavit shall be valid for a period of three (3) years from the date it is first uploaded onto the CITY'S RAMP.

PROPOSERS seeking additional information regarding the requirements of the First Source Hiring Ordinance may visit the Bureau of Contract Administration's website at <http://bca.lacity.org>.

7.10 Contractor Responsibility Ordinance

PROPOSERS are advised that any contract awarded pursuant to this procurement process shall be subject to the provisions of Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance (CRO). PROPOSERS shall refer to Attachment A, "Contractor Responsibility Ordinance," for further information regarding the requirements of the Ordinance.

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

7.11 Disclosure Ordinances Affidavit

Unless otherwise exempt by the provisions of the Slavery Disclosure Ordinance (SDO) and Disclosure of Border Wall Contracting Ordinance (DBWCO), any contract awarded under this RFP will be subject to the SDO, Section 10.41 of the Los Angeles Administrative Code, and the DBWCO, Section 10.50 of the Los Angeles Administrative Code. See Attachment 11.

You must register on rampla.org to access the updated Disclosure Ordinances Affidavit web form. The web form can be found by clicking on the "Profiles" tab. Scroll to the "Company Profile" section and click on "Compliance Documents". The web form should be completed and submitted by the time of RFP submission.

The web form will be verified by the Bureau of Contract Administration (BCA) only if your company is the successful Proposer/Bidder selected for CONTRACT award. Proposers/Bidders seeking additional information regarding the requirements of the SDO and DBWCO may visit the Bureau of Contract Administration's website at <http://bca.lacity.org>.

7.12 Municipal Lobbying Ordinance

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

7.13 Child Support Assignment Orders

The CONTRACTOR shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, the CONTRACTOR shall fully comply with all applicable STATE and Federal employment reporting requirements. Failure of the CONTRACTOR to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of the CONTRACTOR to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the CONTRACTOR under the CONTRACT. Failure of the CONTRACTOR or principal owner to cure the default within 90 DAYS of the notice of default will subject the CONTRACT to termination for breach. Any subcontract entered into by the CONTRACTOR for work to be performed under the CONTRACT must include an identical provision.

7.14 Access and Accommodations

The CONTRACTOR represents and certifies that:

- A. The CONTRACTOR shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 et seq., the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 et seq., the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;
- B. The CONTRACTOR shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;
- C. The CONTRACTOR shall provide reasonable accommodation upon request to ensure equal access to CITY-funded programs, services and activities;
- D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and
- E. The buildings and facilities used to provide services under the CONTRACT are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

The CONTRACTOR understands that the CITY is relying upon these certifications and representations as a condition to funding the CONTRACT. Any subcontract entered into by the CONTRACTOR for work to be performed under the CONTRACT must include an identical provision.

7.15 Conflict of Interest

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

7.16 Restrictions on Campaign Contributions and Fundraising in City Elections

Unless otherwise exempt, if the CONTRACT is valued at \$100,000 or more and requires approval by an elected CITY office, the CONTRACTOR, CONTRACTOR'S principals, and CONTRACTOR'S SUBCONTRACTORS expected to receive at least \$100,000 for performance under the CONTRACT, and the principals of those SUBCONTRACTORS (the "Restricted Persons") shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles the CITY to terminate the CONTRACT and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected CITY officials or candidates for elected CITY office for twelve months after the CONTRACT is signed. Additionally, a CONTRACTOR subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any Contractor subject to Charter Section 470(c)(12) shall include the following notice in any CONTRACT with any SUBCONTRACTOR expected to receive at least \$100,000 for performance under the CONTRACT:

**"Notice Regarding Restrictions on Campaign Contributions and Fundraising
in City Elections**

You are a subcontractor on City of Los Angeles Contract #_____. Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles ("CITY") officials and candidates for elected CITY office for twelve months after the CITY contract is signed. You are required to provide the names and contact information of your principals to the CONTRACTOR and to amend that information within ten business DAYS if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at ethics.lacity.org or by calling the Los Angeles City Ethics Commission at (213) 978-1960."

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

7.17 Contractor Performance Evaluation Ordinance

At the end of the AGREEMENT, the CITY will conduct an evaluation of the CONTRACTOR'S performance. The CITY may also conduct evaluations of the CONTRACTOR'S performance during the term of the AGREEMENT. As required by Section 10.39.2 of the Los Angeles Administrative Code, evaluations will be based on a number of criteria, including the quality of the work product or service performed, the timeliness of performance, financial issues, and the expertise of personnel that the CONTRACTOR assigns to the AGREEMENT.

7.18 Local Business Preference (LBP) Program

PROPOSERS are eligible to participate in the LBP Program by qualifying as a Local Business Enterprise (LBE). Los Angeles Administrative Code Division 10, Chapter 1, Article 4, Section 10.25 adopted the Local Business Preference (LBP) Program which was designed to increase local employment and expenditures in the local private sector. All PROPOSERS are eligible to participate in the LBP Program by qualifying as a Local Business Enterprise (LBE). The City shall grant an additional eight (8) percent of the total possible evaluation points added to their evaluation score to PROPOSERS who are certified as LBE firms. If the LBE is also a Local Small Business (LSB) and/or Local Transitional Employer (LTE), they may be granted an additional two (2) percent of the total possible evaluation points added to their evaluation score for each of those certifications, up to a total of twelve (12) percent. Additionally, all non-LBE Proposers may be granted an additional percent, up to a total of five (5) percent, of the total possible evaluations points added to their evaluation score for each of those certifications, for every ten (10) percent of their proposal that is to be performed by a LBE, LSB, and/or LTE subcontractor.

Preference shall only be awarded to a certified LBE Proposer when the services provided under the CONTRACT are directly provided by its employees whose primary work location is in Los Angeles County. Preferences shall only be awarded for equipment, goods, or materials when the certified LBE Proposer acts as a supplier or dealer (not less than two thirds of the time), or designs, manufactures, or assembles the equipment, goods, or materials (not less than two thirds of the time), at a business location in the Los Angeles County.

Please refer to Attachment L for additional information regarding the LBP Program.

7.19 Iran Contracting Act of 2010

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

7.20 Contractors' Use of Criminal History for Consideration of Employment Application Ordinance

Any contract awarded pursuant to this RFP will be subject to the City Contractors' Use of Criminal History for Consideration of Employment Application, Section 10.48 of the Los Angeles Administrative Code. The Ordinance provides, among other things, that contractors/SUBCONTRACTORS with at least ten employees are: prohibited from seeking a job applicant's criminal history information until after a job offer is made; must post the Ordinance's information in conspicuous places at worksites; and cannot withdraw a job offer based on an applicant's criminal history unless a link has effectively been made between the applicant's criminal history and the duties of the job position.

PROPOSERS seeking additional information regarding the requirements of the City Contractors' Use of Criminal History for Consideration of Employment Applications may visit the Bureau of Contract Administration's website at <http://bca.lacity.org>.

7.21 Labor Compliance Requirements (Prevailing Wage, SB 854 etc.)

The Contractor must comply with applicable labor compliance requirements including but not limited to prevailing wage requirements, SB 854, Labor Code section 1771.1(a) & 1725.5, Public Works Contractor Registration Program, Electronic Certified Payroll Records to Labor Commissioner, and other requirements described on the direct links provided below as applicable.

Prevailing Wage Requirements

The Contractor acknowledges and agrees that if all or part of the work will constitute construction, alteration, demolition, installation, or repair work done under contract and paid for in whole or in part out of public funds under Labor Code Section 1720, and to the extent federally funded or assisted in excess of \$2,000, are subject to Davis Bacon and Related Acts (DBRA). Prevailing wages must be paid to all workers employed on public works project when the public works project is over \$1,000. Accordingly, the Contractor shall comply with applicable prevailing wage policies as set forth in the State Labor Code requirements pertaining to "public works," including the payment of prevailing wages in connection with construction, alteration, demolition, installation, or repair work components of the work, and the DBRA (collectively, "Prevailing Wage Policies"). The Contractor shall submit certified copies of payroll records to the City through the Online Certified Payroll System (OCPS) and shall maintain and make records available to the City and its designees for inspection and copying to ensure compliance with Prevailing Wage Policies.

For more details, please refer to the applicable statutes and regulations regarding the payment of prevailing wages and General Prevailing Wage Determination(s) including the footnotes. Such information is available on the Department of Industrial Relations' website at <https://www.dir.ca.gov/>. Frequently asked questions can be found on the following link at <https://www.dir.ca.gov/OPRL/FAQ/PrevailingWage.html>.

SB 854 – Important Information for Contractors

SB 854 (Stat.2014, chapter 28) made several changes to the laws governing how the Department of Industrial Relations (DIR) monitors compliance with prevailing wage requirements on public works projects as follows:

No contractor or subcontractor may be listed on a bid proposal for public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1 (a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

The prime contractor must post job site notices prescribed by regulation (See 8 Calif. Code Reg. §16451(d) for the notice that previously was required for projects monitored by the CMU (Compliance Monitoring Unit).)

Additionally, all contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement). The phase-in timetable for this requirement can be found on the following link at <https://www.dir.ca.gov/Public-Works/SB854.html> (also for all SB854 related information).

These new requirements will apply to all public works that are subject to the prevailing wage requirements of the Labor Code, without regard to funding source.

Please refer to <https://www.dir.ca.gov/> for general requirements by DIR (Department of Industrial Relations in the State of California).

For additional information about public works requirements, please visit the public works section at <https://www.dir.ca.gov/Public-Works.html>.

7.22 COVID-19 Vaccination Requirements

Employees of the CONTRACTOR and/or persons working on its behalf, including, but not limited to, subcontractors (collectively, "Contractor Personnel") must be fully vaccinated against the novel coronavirus 2019 ("COVID-19") prior to (1) interacting in person with CITY employees, contractors, or volunteers, (2) working on CITY property while performing services under this Agreement, and/or (3) coming into contact with the public while performing services under this AGREEMENT (collectively, "In-Person Services"). "Fully vaccinated" means that 14 or more days have passed since Contractor Personnel have received the final dose of a two-dose COVID-19 vaccine series (Moderna or Pfizer-BioNTech) or a single dose of a one-dose COVID-19 vaccine (Johnson & Johnson/Janssen) and all booster doses recommended by the Centers for Disease Control and Prevention. Prior to assigning Contractor Personnel to perform In-Person Services, the CONTRACTOR shall obtain proof that such Contractor Personnel has been fully vaccinated. The CONTRACTOR shall retain such proof for the document retention period set forth in this AGREEMENT. The CONTRACTOR shall grant medical or religious exemptions to Contractor Personnel as required by law.

7.23 Contractor Data Reporting

Respondents are advised, pursuant to Executive Directive 35, if a bidder is selected and awarded a contract, and if the contractor is a for-profit company or corporation, the contractor shall, within 30 days of the effective date of the contract and on an annual basis thereafter (i.e., within 30 days of the anniversary of the effective date of the contract), report the following information to City via the Regional Alliance Marketplace for Procurement (“RAMP”) or via another method specified by City: contractor’s and any subcontractor’s annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner (“contractor/subcontractor information”). On an annual basis, the contractor shall further request that any subcontractor input or update its business profile, including the contractor/subcontractor information, on RAMP or via another method prescribed by City.

APPENDIX LIST OF ATTACHMENTS

Attachment A:	Contractor Responsibility Ordinance
Attachment B:	City Business Tax Registration
Attachment C:	Insurance and Bonds
Attachment D:	Business Inclusion Program Outreach Requirements
Attachment E:	Living Wage Ordinance and Worker Retention Ordinance
Attachment F:	Los Angeles Residence Information Form
Attachment G:	Non-Collusion Affidavit
Attachment H:	Municipal Lobbying Ordinance/ Bidder Certification CEC Form 50
Attachment I:	Standard Provisions for City Contracts
Attachment J:	City of Los Angeles Contract History form
Attachment K:	Contract Bidder Campaign Contribution and Fundraising Restrictions/Bidder Certification CEC Form 55
Attachment L:	Local Business Preference Program
Attachment M:	Iran Contracting Act of 2010

NOTIFICATION OF INTENT TO CONTRACT

Date: June 13, 2022	
To: CAO Employee Relations Division City Hall East, Room 1200, Stop 139 Fax (213)978-7613	
From: Rowena Romano, Division Manager Print Name and Title of Division Head <i>Rowena Romano</i> Signature of Division Head	Public Works-LASAN-SRCRD Department/Bureau 213-485-3626 Phone

Listed below is proposed work to be performed by other than City employees (include contract amendments as well as new work):

Activity to be Performed	Type: (N) New (A) Amendment	Contract Number	Estimated Length of Activity	Estimated Start Date	Expertise within City Yes/No	Contact with other Dept(s). Yes/No/Pending
Dept. Contact Name: John Park	Contact Phone No: 213-440-8342			Contact E-mail: john.park@lacity.org		
Electronic waste collection, packaging, transportation, dismantling, secure data destruction, and recycling.	New	N/A	15 years - 5 Years + two 5 Year Renewals	May 2025	No	No
Dept. Contact Name:	Contact Phone No:			Contact E-mail:		
Dept. Contact Name:	Contact Phone No:			Contact E-mail:		
Dept. Contact Name:	Contact Phone No:			Contact E-mail:		

ER

Report From
OFFICE OF THE CITY ADMINISTRATIVE OFFICER
Charter Section 1022 Determination

TO: (Department/Bureau and Division) <u>Bureau of Sanitation</u>	Contact: <u>Shari Kuroki</u>	Phone: <u>310-648-5186</u>	Date: <u>06-30-09</u>
Activity/Service to be Contracted: <u>E-Waste Processing and Recycling</u>		Type of Contract: (Check one) <input checked="" type="checkbox"/> NEW <input type="checkbox"/> AMEND Term: <u>3</u> yrs.	
Personnel Department Finding: CITY EMPLOYEES HAVE THE EXPERTISE TO PERFORM THE WORK. (Attach Personnel Department Contract Review Report).			

A. FEASIBILITY FINDINGS

This Office finds that, in accordance with Charter Section 1022, the work proposed to be contracted can be performed more feasibly by a contractor than by City employees for the following reason(s):	
<input checked="" type="checkbox"/>	There is insufficient existing City staff to perform the work proposed to be contracted and additional staff cannot be employed and trained in a timely manner to meet the department's needs.
<input checked="" type="checkbox"/>	The work is of limited scope or intermittent nature and it is unlikely that the City would be able to continue the employment of persons hired for this project.
<input type="checkbox"/>	Independent review is needed and/or the contractor has proprietary knowledge the City needs.
<input type="checkbox"/>	Council has declared an emergency pursuant to Charter Section 371 (e) (5) or (6), and neither existing nor additional staff is available in a timely manner to perform the work.
<input checked="" type="checkbox"/>	Other – see Comments Section below.

B. ECONOMIC FINDINGS

<input type="checkbox"/>	This Office finds that, in accordance with Charter Section 1022, the work proposed to be contracted can be performed more economically by a contractor than by City employees as summarized below. (Attach Contract Cost Analysis Form CAO/ERD-2) completed by requesting department).			
	ESTIMATED COST OF CITY FORCES	TOTAL	PROPOSED CONTRACT COSTS	TOTAL
1	Cost of Civilian Positions		1	Proposed Contract Labor Costs
2	Cost of Sworn Positions		2	Other Pertinent Contract Costs (if provided)
3	Other Pertinent Costs (if applicable)		3	Civilian Department Contract Administration Costs
			4	Sworn Department Contract Administration Costs
	TOTALS	\$0	TOTALS	\$0

C. CONTRACTING IS NOT WARRANTED

<input type="checkbox"/>	This Office finds that, in accordance with Charter Section 1022, City employees have the expertise to perform the work Proposed to be contracted, and it is not more feasible or economical to contract.
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D. COMMENTS

See attached.

0150-08938-0000 06090277 Work Assignment Number	 ER Analyst	 DHH Chief	 PJH Assistant CAO
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**Bureau of Sanitation
E-Waste Processing and Recycling**

The Bureau of Sanitation is seeking a new five year contract for service to assist the City in collecting and recycling e-waste from City residents, small businesses, organizations, and the Department of General Services (GSD) and other City departments. State and federal law prohibit the disposal of e-waste items at landfills, which commonly include computer equipment, televisions, microwaves, stereos, recorders and office equipment. These items are processed by qualified electronic waste recyclers, which must be certified by the California Integrated Waste Management Board (CIWMB). E-waste recycling is also integral to the City's "reduce, reuse and recycle" campaign and landfill diversion mandates.

Current services, which include residential curbside and small quantity generator collection and disposition, as well as operation of SAFE Centers and mobile collection events, are performed under an existing contract that expires in January 2010 with no further extensions. The Bureau will structure its Request for Proposals to use City staff for collection and bulking of e-waste from curbside pick ups and e-waste only events. City staff already perform e-waste collection at City facilities. Contracted services will be limited to transportation and final processing of items. Processing includes dismantling of collected materials for recycling, any necessary treatment and neutralizing processes for hazardous materials, and the proper disposal of components with no reuse value through permitted means.

The Personnel Department has determined that City employees can perform the work proposed for contracting with the proper facilities, permits and certifications for recycling. This Office has determined that it is more feasible to out source for the following reasons, although the Bureau will continue to evaluate opportunities to transfer work to City staff to minimize the use of contractors:

- The City does not own the proper facilities and equipment nor possess permits and certifications to recycle and/or dispose of electronic waste, nor could such be obtained in a timely manner to avoid a disruption in services. Contractors have the resources to manage both the hazardous and non-hazardous components of e-waste collected from the City (i.e., subsidiary, owned, or contract facilities) through final disposition; and,
- The transporting of e-waste for final processing is intermittent, as it is performed on an as-needed basis depending on the frequency of mobile events and residential/small business customer demand. On-call support is also needed to transfer materials outside of schedules or standard business hours when needs arise. Additionally, e-waste transport may include locations outside of City limits as well as interstate transport. The City's current primary e-waste recovery facility is located in Fresno, California.

CONTRACT NO. C- _____

SERVICE AGREEMENT
BETWEEN
THE CITY OF LOS ANGELES
AND
E-RECYCLING OF CALIFORNIA
FOR
ELECTRONIC WASTE COLLECTION, TRANSPORTATION,
PROCESSING, AND RECYCLING SERVICES



City of Los Angeles
Department of Public Works
Los Angeles Sanitation and Environment

Barbara Romero, Director and General Manager
Alexander Helou, Assistant Director

Solid Resources Citywide Recycling Division
Rowena Romano, Division Manager

**Electronic Waste Collection, Transportation, Processing, and Recycling
Services**

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<u>Exhibit 12</u>	<u>First Source Hiring Ordinance (Electronic Update)</u>
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<u>Exhibit 14</u>	<u>Equal Benefits Ordinance Affidavit (Electronic Update)</u>

**ELECTRONIC WASTE COLLECTION, TRANSPORTATION, PROCESSING, AND
RECYCLING SERVICES**

This AGREEMENT, made and entered into by and between the City of Los Angeles (CITY), a municipal corporation acting by order of and through its Board of Public Works, Bureau of Sanitation and Environment, hereinafter called "LASAN", and "E-Recycling of California" hereinafter referred to as the "CONTRACTOR"; is set forth as follows:

WITNESSETH

WHEREAS, LASAN has a need for contract services for the collection, manifesting, identification, sorting, storage, transportation, dismantling, processing, and recycling of electronic waste (E-WASTE) generated by the CITY and Los Angeles County residents and businesses, and support services such as project management, permit development, public outreach, and other related activities as directed by the CITY; and

WHEREAS, LASAN is committed to the planning and management of its permanent collection centers and mobile collection events under the Household Hazardous Waste Management Plan (HHWMP) for Los Angeles County; and

WHEREAS, the CITY does not operate its own processing and recycling facilities for E-WASTE and relies on contracted services for processing, recycling, and marketing all of the City's E-WASTE; and

WHEREAS, on June 30, 2023, the Board of Public Works authorized LASAN to distribute a Request for Proposals for Electronic Waste Collection, Transportation, Processing, and Recycling Services and to negotiate a contract with a qualified proposer; and

WHEREAS, on September 28, 2023, LASAN received three proposals in response to the RFP; and

WHEREAS, CONTRACTOR was deemed the most qualified proposer with the best experience, and expertise to perform said services as determined by LASAN staff based on the evaluation criteria set forth in the RFP; and

WHEREAS, LASAN plans to utilize CONTRACTOR to provide services for supporting multiple operations within LASAN'S E-WASTE Program, during a five-year term with two three-year renewals for a total of eleven (11) years; and

WHEREAS, the CONTRACTOR shall manage E-WASTE under the requirements of Titles 40 and 49 of the Code of Federal Regulations and Titles 14 and 22 of the California Code of Regulations; and

WHEREAS, CONTRACTOR meets the State/Federal/Local requirements to perform collection, transportation, management, and recycling of electronic waste from SAFE

Centers, curbside pickups, mobile collection events, and the Very Small Quantity Generator (VSQG) programs; and

WHEREAS, CONTRACTOR's services are deemed to be vital to meet LASAN's commitment to protect all communities from contamination from E-WASTE and contribute to the circular economy by recycling; and

WHEREAS, the services to be provided by E-Recycling of California are of an expert and technical nature;

NOW, THEREFORE, in consideration of the foregoing and of the benefits which will accrue to the parties hereto in carrying out the terms and conditions of this AGREEMENT, it is understood and agreed by and between the parties hereto as follows:

ARTICLE 1 – CONSTRUCTION OF PROVISIONS AND TITLES HEREIN

All titles, subtitles, or headings in this CONTRACT have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions of this CONTRACT. The language of this CONTRACT shall be construed according to its fair meaning and not strictly for or against LASAN or CONTRACTOR. The word "CONTRACTOR" includes the party or parties identified in this CONTRACT. The singular shall include the plural and if there is more than one CONTRACTOR, unless expressly stated otherwise, their obligations and liabilities shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

ARTICLE 2 – DEFINITIONS

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

AGREEMENT/CONTRACT	This contractual agreement between LASAN and CONTRACTOR.
APPLICABLE LAW	All statutes, rules, regulations, permits, requirements, or orders of the United States, State of California, CITY, County of Los Angeles and all other federal, state, regional, county, and local government authorities and agencies having applicable jurisdictions that apply to or govern the operation of hazardous waste, U-WASTE, or WASTE collection (RSM/HHW and VSQG), the collection, management, transport, and disposal of hazardous waste, U-WASTE, or E-WASTE, or the performance of the scope of work.
APPROVED COLLECTOR	An authorized collector as defined in Section 42463(b) of the Public Resources Code who applies to CalRecycle for approval and whose application is approved, and therefore may be eligible for recovery payments from APPROVED RECYCLERS. The CITY is an APPROVED COLLECTOR.

APPROVED RECYCLER	A "covered electronic waste recycler" as defined in Section 42463(j) of the Public Resources Code who applies to CalRecycle for approval and whose application is approved, and therefore may be eligible for recycling payments from CalRecycle.
BOARD	The Board of the Department of Public Works for the City of Los Angeles.
BUREAU	Bureau of Sanitation, Department of Public Works, City of Los Angeles. Also known as Los Angeles Sanitation and Environment (LASAN).
CALENDAR DAY	Each day begins at 12:01 a.m. and ends twenty-four (24) hours thereafter at 12:00 midnight.
CALRECYCLE	California Department of Resources Recycling and Recovery.
CCR	California Code of Regulations.
CED	Covered Electronic Device, i.e., a video display device containing a screen greater than four inches, measured diagonally, that is identified in the regulations adopted by DTSC pursuant to subdivision (c) of Section 25214.10.1 of the Health and Safety Code.
CEW	Covered Electronic Waste, i.e., a Covered Electronic Device that is discarded. CEW is covered by the Electronic Waste Recycling Act and subject to rebate per pound specified by CALRECYCLE.
CITY	The City of Los Angeles, Board of Public Works or its subordinate Bureaus. The term CITY may also refer to the geographic area known as the City of Los Angeles, the CITY Council, other Departments of the City of Los Angeles, or any person employed by the City of Los Angeles who is authorized to represent the City of Los Angeles in manners concerning this document.
CITY PROGRAM MANAGER	A representative of the CITY or its assigned staff for all issues related to this CONTRACT.
C.L.A.R.T.S.	Central L.A. Recycling & Transfer Station.
COLLECTION LOGS	Forms that document the required information certifying all CEWs come from California sources. The form records the handler/APPROVED COLLECTOR'S name/address, CEWID number, primary contact information (name and phone number), location of collection event, date of collection, source of material, type of consumer, brief description of CEW collection activity, the number of CRT CEWs or non-CRT CEWs collected, and an estimate of the weight of CEWs collected.
CONTRACTOR	E-Recycling of California.

CONTRACTOR SERVICES	All services to be provided by the CONTRACTOR specified in this AGREEMENT. CONTRACTOR SERVICES rates are outlined in Exhibit B of this AGREEMENT/CONTRACT.
CPU	Central Processing Unit.
CRT	Cathode Ray Tube, a subset of CEW describing peripherals having a gas-filled display tube.
COST FOR SERVICES	Allowable expenses payable to the CONTRACTOR, as shown in EXHIBIT B.
DAYS	Unless otherwise designated, any reference to DAYS shall be CALENDAR DAYS.
DIRECTOR	Director of LASAN or his/her designated representative.
DTSC	State of California's Department of Toxic Substances Control.
HHW	Household hazardous waste.
HOT ZONE	Area where primary contamination may occur, extending far enough to prevent contamination from reaching people and equipment outside the zone, access to which shall be controlled to ensure accountability and to contain contamination.
LASAN	See BUREAU.
LASAN COLLECTION YARDS	Various CITY-operated locations where E-WASTE may be collected.
MBE/WBE/SBE/EBE/DVBE/OBE	Minority/Women/Small/Emerging/Disabled Veteran/Other Business Enterprises.
MISCELLANEOUS E-WASTE	E-WASTE that does not constitute CED, CEW, CRT, or computers, e.g., printers, keyboards, mice, and cell phones.
NET RECOVERY	The difference between the RECOVERY PAYMENT and the RECOVERY COST, as specified in Exhibit A, Tables 1 and 2. A NET RECOVERY resulting in a positive number represents a payment made to the CITY by the CONTRACTOR. A NET RECOVERY resulting in a negative number represents a cost to the CITY.
PBR	Permit-By-Rule as described in California Code of Regulations - Title 22.
RATE SCHEDULES	Forms that list the UNIT RATE for items and services provided. Rate Schedules are defined in Exhibit A and Exhibit B.
RCRA	Pronounced "Rick-Ra," the Resource Conservation and Recovery Act (RCRA) is the federal law that creates the framework for the proper management of hazardous and non-hazardous solid waste. The law describes the waste management program mandated by Congress that gave EPA authority to develop the RCRA Program.

RECOVERY COST	The RECOVERY COST rate(s) times the E-WASTE WEIGHT, as specified in Table 2 of Exhibit A in effect at the time of collection. This shall represent the sum of all costs calculated during the monthly services performed by the CONTRACTOR.
RECOVERY PAYMENT	The RECOVERY PAYMENT rate(s) times the E-WASTE WEIGHT, as specified in Table 1 of Exhibit A in effect at the time of collection. This shall represent the sum of all RECOVERY PAYMENTS calculated during the monthly services performed by the CONTRACTOR.
RSM PROGRAM	RESIDENTIAL SPECIAL MATERIALS PROGRAM - CITY-operated collection program that includes collection of HHW, electronics, and U-WASTE materials designated to be diverted from landfills for reuse, recycling or proper disposal.
RSM CONTRACTOR	The company with which LASAN has an agreement to operate at the RSM Program events.
SAFE CENTERS	Solvents, Automotive, Flammables, and Electronics Collection Centers, i.e., permanent collection centers where residents and businesses may drop off their HHW, U-WASTE and E-WASTE in various locations around the CITY.
SENATE BILL 20 (SB20)	Electronic Waste Recycling Act of 2003, Senate Bills 20 and 50, Chapter 23 of Title 22 of the California Code of Regulations; which made it illegal to dispose of electronics in the trash, and established a funded program for consumers to return, recycle, and ensure environmentally sound disposal of covered electronic devices.
SHIPPING PAPERS	Legal documents required for the lawful shipment of hazardous waste, including but not be limited to uniform hazardous waste manifests, bills of lading, and Land Disposal Restriction (LDR) forms, which conform to Section 66273.39 of Title 22 of the California Code of Regulations – Tracking Universal Waste Shipments.
SUBCONTRACTOR	An individual or company having an agreement with the CONTRACTOR to provide services, equipment, or materials to the CONTRACTOR.
TOTAL NET COST	The sum of the RECOVERY COST and the RECOVERY PAYMENT. This calculation shall be used when the NET RECOVERY results in a negative. This is a payment to the CONTRACTOR by the CITY.
TRANSFER RECEIPTS	Forms that document the transfer of CEWs between the APPROVED COLLECTOR and an APPROVED RECYCLER, which shall include the date of transfer, APPROVED COLLECTOR'S name and CEWID number, APPROVED RECYCLER'S name and CEWID number, certified units/pounds transferred, and APPROVED RECYCLER'S signature.
TOTAL NET PAYMENT	The difference between the NET RECOVERY and the Total Cost of Services of the CONTRACTOR. This calculation shall be used when the NET RECOVERY results in a positive. This is a payment to the

CITY by the CONTRACTOR.

UNIT RATE	Prices that represent the total cost or payment for particular items, as set forth in Exhibit A and Exhibit B. Total cost includes direct expenses, labor, equipment, and materials as appropriate. Includes the RECOVERY COST rates and RECOVERY PAYMENT rates for various electronic devices.
UNIVERSAL WASTE or U-WASTE	Waste containing hazardous materials that are conditionally exempt from classification as hazardous wastes under California Code of Regulations, Title 22, Division 4.5, Chapter 11, and Section 66261.9. Such waste includes but is not limited to electronic devices, batteries, electric lamps, mercury-containing equipment, CRTs, CRT glass, and non-empty aerosol cans.
VSQG	Acronym for "Very Small Quantity Generator". Formerly Conditionally Exempt Small Quantity Generator (CESQG).

ARTICLE 3 – PROGRAM DESCRIPTION

CALRECYCLE brings together the state's recycling and waste management programs to move the state towards a circular economy that reduces waste and reuses all materials. In 2003, the State passed the Electronic Waste Recycling Act to establish a system to collect and recycle certain electronic wastes. The Act is implemented by CALRECYCLE, DTSC, and the California Department of Tax and Fee Administration (CDTFA).

A recycling fee has been placed on certain electronic devices sold in California. CALRECYCLE's Covered Electronic Waste (CEW) Recycling Program helps the CITY provide free, safe, and environmentally responsible E-WASTE recycling to City and County residents.

Per the CEW program, retailers collect an Electronic Waste Recycling Fee at the point of sale and send those funds to the CDTFA. CALRECYCLE then processes claims from Approved Recyclers, who reimburse Approved Collectors. The CONTRACTOR, E-Recycling of California, is an Approved Recycler, and the CITY is an Approved Collector.

The funding supports permanent collection centers, known as SAFE CENTERS, where residents drop off their E-WASTE. LASAN also conducts mobile collection events that combine HHW, E-WASTE, and U-WASTE at various temporary locations.

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

4.1 The CONTRACTOR shall perform the services described in Article 4.4. The CONTRACTOR shall perform such work with a degree of skill and diligence normally employed by professional analysts or contractors performing the same or similar services.

4.1.1 The CITY PROGRAM MANAGER or designee may designate the E-WASTE recycling management methods used by the CONTRACTOR.

4.1.2 Waste management shall include identification and classification of all E-WASTE; TRANSFER RECEIPTS; COLLECTION LOGS ; appropriate packaging; preparation of all required SHIPPING PAPERS and waste profiles; transportation of waste to an appropriate facility; providing certificates of recycling/destruction for all wastes and other related work.

4.1.3 WASTE SCAVENGING

The CITY prohibits any person, the public or event personnel, from removing any CITY E-WASTE for their own personal use. The CONTRACTOR shall be responsible for enforcing this policy. The CONTRACTOR shall be liable for any damages or losses which can be attributed to scavenging.

4.1.4 All wastes shall be managed in accordance with CALRECYCLE and DTSC regulations regarding consumer electronic devices. CONTRACTOR shall perform the management of the E-WASTE generated at collection events, SAFE CENTERS, LASAN COLLECTION YARDS and other locations as requested by the CITY PROGRAM MANAGER and as specified in this CONTRACT.

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

The CONTRACTOR shall manage E-WASTE pursuant to the requirements of Titles 40 and 49 of the Code of Federal Regulations and Titles 14 and 22 of the California Code of Regulations. The CONTRACTOR shall provide for the collection, manifesting, identification, sorting, storage, transportation, dismantling, processing, and recycling of E-WASTE generated by the City of Los Angeles and Los Angeles City and County residents and businesses.

The CONTRACTOR shall perform all activities described in this document per all APPLICABLE LAWS, Federal, State, and Local laws and regulations; including but not limited to the CITY; State of California; DTSC; CALRECYCLE; and US Environmental Protection Agency (USEPA) requirements.

4.3 MAINTENANCE OF RECORDS

4.3.1 The CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this CONTRACT, in their original form or as otherwise approved by the CITY. These records shall be retained for no less than

four (4) years from the later of the following: (1) the final payment made by the CITY, (2) the expiration of this CONTRACT, or (3) termination of this CONTRACT.

4.3.2 The CONTRACTOR shall timely provide LASAN with copies of all PERMITS, variances, or violations issued by any of the Federal, State, and Local regulatory bodies, including the DTSC and CALRECYCLE. The CONTRACTOR shall comply with all terms and conditions of such issued variances, and permits, and remedy all violations in a timely manner.

4.3.3 The CONTRACTOR shall maintain complete and accurate records of the quantity and profile of E-WASTE collected through the CITY'S E-WASTE Program including, but not limited to, the following:

- All records required under Section 66273.74, Notification, Annual Reporting and Recordkeeping, of Title 22 of the California Code of Regulations.
- All records of costs incurred under this AGREEMENT for informational and program planning purposes.
- Manifest materials that will comply with and satisfy requirements of Section 66273.9 of Title 22 of the California Code of Regulations; Code of Federal Regulations, Title 40 and Title 49; the DTSC; and the US EPA permitted disposal facility's requirements for receiving the materials.
- SHIPPING PAPERS that conform to Section 66273.39 of Title 22 of the California Code of Regulations – Tracking Universal Waste Shipments.
- Bills of lading and labels pre-printed with generator information and the Department of Transportation description, at the CONTRACTOR's expense.
- Certificates of Destruction or Recycling at no additional cost to the CITY.
- A monthly waste management report for all E-WASTE collected from the CITY, including but not limited to each collection event, LASAN COLLECTION YARDS, and SAFE CENTERS, in a format approved by the CITY.

4.3.4 The CONTRACTOR agrees that reports and record-keeping documentation used for the performance of this AGREEMENT are subject to inspections by CITY personnel and its agents at any time. Inspections shall be to ensure compliance with the terms of this AGREEMENT and all APPLICABLE LAWS, rules, and regulations.

4.4 SCOPE OF SERVICES

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

4.4.1 PERMANENT COLLECTION SITES

The CITY operates permanent collection sites known as SAFE Centers, LASAN COLLECTION YARDS, and other locations where E-WASTE is collected and/or consolidated. At the direction of the CITY, the CONTRACTOR shall provide all labor, equipment, and materials to collect, properly identify, segregate, package, transport, store, recycle, treat, categorize, label, and dispose of E-WASTE, including preparing SHIPPING PAPERS and manifests, except that at SAFE CENTERS, the RSM

CONTRACTOR shall collect, properly identify, segregate, and package the E-WASTE for CONTRACTOR to transport, store, recycle, treat, categorize, label, and dispose.

4.4.2 RSM AND E-WASTE CONTRACTOR COORDINATION COLLECTION

The CONTRACTOR shall work with the CITY'S RSM CONTRACTOR to coordinate the logistics for collecting and transporting E-WASTE to avoid any conflict in the CITY'S RSM PROGRAM operation.

a) HOLIDAYS

The LASAN COLLECTION YARDS, VSQG Program, and SAFE CENTERS may be closed on the following HOLIDAYS: New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Cesar Chavez Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day.

b) INCLEMENT WEATHER

All collection activities will be suspended or closed when the weather conditions are unhealthy and unsafe for workers.

4.4.3 STAFFING

The CONTRACTOR shall utilize experienced, courteous, qualified personnel to provide CONTRACTOR SERVICES. The CONTRACTOR'S personnel must be trained according to the California Occupational Safety and Health Act (Cal-OSHA) requirements (CCR Title 8) in the safe and proper handling of hazardous waste, and must be capable of emergency response and clean-up of hazardous materials spills and containing and securing wastes during inclement weather and disasters.

The CITY PROGRAM MANAGER may request the CONTRACTOR to replace staff if they fail to represent the CITY'S best interest. The number of staff, their classifications, and associated work hours to be provided by the CONTRACTOR shall be approved by the CITY PROGRAM MANAGER or designee for tasks described in Article 4.

The CONTRACTOR shall provide sufficient staff to avoid overtime. The CONTRACTOR shall not incur overtime without prior approval of the CITY PROGRAM MANAGER. If an employee of a higher labor class performs the tasks of a lower labor class, then the CITY will be charged for the labor rate of the lower class.

4.4.4 MOBILE E-WASTE OPERATIONS

Events shall be scheduled and planned on a case-by-case basis. The CONTRACTOR participation for each event must include coordination and cooperation with both the CITY and the RSM Contractor as described below:

a) CONTRACTOR shall mobilize the morning of the event or the day before for larger events. CONTRACTOR shall be prepared before event commencement in cooperation with CITY and RSM Contractor.

- b) CONTRACTOR shall lay a 10-mil thick polyethylene sheeting or equivalent over the entire area where E-WASTE will be managed. CONTRACTOR shall tape down or otherwise secure the sheeting to the surface below.
- c) CONTRACTOR shall stage all supplies and equipment in the HOT ZONE before the commencement of collection activities.
- d) CONTRACTOR shall ensure that all directional and informational signs, traffic cones, and other traffic control devices to establish the required traffic lane(s) required for the operation are in place before operations begin.
- e) CONTRACTOR shall establish support areas for breaks, equipment storage, and paperwork preparation as required. CONTRACTOR shall ensure liquid refreshments are provided to staff to maintain employee health and safety.
- f) CONTRACTOR shall perform site mobilizations with minimal effect on the property. For example, tent spikes shall not be allowed to secure canopies to the ground.
- g) CONTRACTOR shall properly dispose of and/or store away all waste and supplies at the end of each operating day. The CONTRACTOR staff shall perform all necessary housekeeping activities.
- h) CONTRACTOR shall supply reasonable and adequate safety supplies, including but not limited to appropriate personal protective equipment such as gloves, protective eye coverings, a sink, water, soap, a first aid kit, and clean-up supplies for E-WASTE breakage.
- i) CONTRACTOR shall provide all labor required to load E-WASTE onto transport vehicles, and transport to CONTRACTOR;
- j) CONTRACTOR shall provide forklifts to manage the transportation of E-WASTE from events to trucks.
- k) CONTRACTOR shall establish traffic lanes at collection events to ensure safe and efficient flow of traffic. CONTRACTOR shall clearly identify unloading stations, which shall be visible to oncoming traffic.
- l) CONTRACTOR shall provide appropriately trained staff to unload vehicles. Before unloading E-WASTE from a participant's vehicle, the CONTRACTOR shall confirm the E-WASTE to be removed.
- m) CONTRACTOR is responsible for any damage to and/or property missing from the vehicles of the participating public through the act of unloading the vehicle.
- n) Event Demobilization

CONTRACTOR shall demobilize the collection event at the end of each day of operation, unless the collection event is to exceed one day. CONTRACTOR shall

transport all E-WASTE to the appropriate facility after each day of operation so that no waste remains onsite after the cessation of operations for the day. CONTRACTOR shall create SHIPPING PAPERS and labels before transporting the E-WASTE.

The CONTRACTOR, at its sole expense, shall restore the site of the E-WASTE collection area to the condition in which the CONTRACTOR found it before the collection event. CONTRACTOR shall sweep all E-WASTE breakage, remove and/or cover, with the appropriate sealer, any stains, and thoroughly clean the area of all debris. CONTRACTOR shall repair or replace any damaged foliage.

4.4.5 TRANSPORTATION

The CONTRACTOR is responsible for transporting all E-WASTE. Vehicles used in the performance of services under this AGREEMENT and any subsequent amendments must be in good operating condition, properly maintained, regularly inspected, and meet Department of Transportation regulations, and any other APPLICABLE LAW and applicable codes required for transporting E-WASTE.

The CONTRACTOR shall conduct as-needed E-WASTE collections at SAFE Centers, LASAN COLLECTION YARDS, General Services Department, and other locations as directed by the CITY PROGRAM MANAGER.

The RSM CONTRACTOR shall schedule requests for E-WASTE pickup at SAFE Centers. The CONTRACTOR shall confirm the schedule with the CITY PROGRAM MANAGER and RSM CONTRACTOR within two DAYS of the original request. The CITY shall provide reasonable advance notice to the CONTRACTOR in the event of any changes.

The CITY reserves the right to increase or decrease the number of pickups, mobile events, and operating hours and days, including closure, change of hours, and/or determining and setting conditions or limitations on operating days and hours.

4.4.6 OTHER SERVICES

The CONTRACTOR may also provide support services such as project management, permit development, public outreach, pilot programs, and other related activities as directed by the CITY. The CONTRACTOR shall support new programs resulting from changes in regulations, changes in the CITY's management methods, and changes in the materials the CITY manages as part of the E-WASTE recycling program.

4.4.7 DISASTER OCCURRENCE

The CONTRACTOR shall provide all labor, materials, and supplies necessary to properly fasten, restrain, and secure all E-WASTE for the occurrence of inclement weather as well as a major earthquake or natural or unnatural disaster. The CONTRACTOR shall have supplies available on-site for the containment of incidental and large spills.

4.4.8 EMERGENCIES

The CONTRACTOR shall immediately report any hazardous or potentially hazardous condition(s) to the CITY PROGRAM MANAGER. The CONTRACTOR shall immediately notify the CITY PROGRAM MANAGER and the Local, State, and Federal regulatory bodies of accidents, traffic accidents, and major incidents during the collection and/or transport of E-WASTE. Should an accident occur, the CONTRACTOR shall be responsible for providing emergency response and cleanup to the best of its ability and at CONTRACTOR's full expense.

4.4.9 The CONTRACTOR shall be responsible for making available all materials, supplies, and/or equipment required to conduct the E-WASTE collection, transportation and processing-related activities, including but not limited to personal protective equipment (clothing, gloves, protective eye coverings), clean-up supplies for any breakages, tools, forms, bill of ladings, SHIPPING PAPERS, labels, markings, placards, and any other materials reasonably anticipated to be necessary.

4.4.10 CONTRACTOR will provide forklifts as needed and all necessary trucks to manage transportation of E-WASTE to recycling facilities.

4.5 RECOVERY PAYMENT Rates, RECOVERY COST Rates and CONTRACTOR SERVICES Rates

4.5.1 Recovery Rates to the CITY

Should the CALRECYCLE CEW Program RECOVERY PAYMENT rates change during the term of this AGREEMENT, the CONTRACTOR agrees to adjust RECOVERY PAYMENT rates accordingly. At no time shall the CEW RECOVERY PAYMENT rates (CRT CEW & non-CRT CEW) paid to the CITY be less than the approved CALRECYCLE CEW Program recovery payment rate, as determined by the Office of Administrative Law (OAL).

RECOVERY PAYMENT and RECOVERY COST Rates for E-WASTE processed by the CONTRACTOR are specified in Exhibit A, Table 1 and Table 2. The CONTRACTOR may request changes in RECOVERY PAYMENT and RECOVERY COST Rates due to changes in regulations or market conditions. The CONTRACTOR agrees to provide the CITY with substantiated written documentation supporting its request. The CITY shall have the right to review the documentation and, in the CITY'S sole discretion, either agree to the change, negotiate the amount, or deny the CONTRACTOR'S request.

4.5.2 CONTRACTOR SERVICES RATES

CONTRACTOR SERVICES Rates are specified in Exhibit B. The CONTRACTOR may request for changes in CONTRACTOR SERVICES Rates due to changes in regulations or market conditions. The CONTRACTOR agrees to provide the CITY with substantiated written documentation supporting its request. The CITY shall have the right to review the documentation and, in the CITY'S sole discretion, either agree to the change, negotiate the amount, or deny the CONTRACTOR'S request.

4.6 AT-THE-DOOR PICKUP

Because some residents may have barriers preventing them from utilizing the SAFE CENTERS or the mobile collection events, they may utilize an "at-the-door pickup" of E-WASTE to increase program accessibility and participation. Accordingly, CONTRACTOR shall provide collection and pick-up of E-WASTE from CITY residents on an as-needed basis. Upon the CITY's request, the CONTRACTOR shall provide staff, supplies, materials, equipment, and transportation for "at-the-door" pick up of E-WASTE, consisting of the CONTRACTOR picking up E-WASTE at the customer's place of residence, categorizing and packaging the material on site, completing necessary documentation including SHIPPING PAPERS, transporting the material for processing, and recycling such material. The CITY PROGRAM MANAGER will not assign CITY staff to this proposed program other than in a coordination liaison capacity (i.e., screening requests and setting appointments). CONTRACTOR's charges to the CITY for this service shall be as stated in Exhibit B.

ARTICLE 5 – KEY CONTRACTOR PERSONNEL

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

Name, Title: Noe Posada, Operations Manager
Address: 8839 Pioneer Blvd., Santa Fe Springs CA 90670
Telephone: 800-795-0993 x432
E-mail: nposada@erecyclingofca.com

Name, Title: Maureen Craine, Contract Administrator
Address: 8839 Pioneer Blvd., Santa Fe Springs CA 90670
Telephone: 800-795-0993 x415
E-mail: mcraine@erecyclingofca.com

Name, Title: Dennis Kazarian, Legal Contact
Address: 8839 Pioneer Blvd., Santa Fe Springs CA 90670
Telephone: 800-795-0993 x419
E-mail: dkazarian@erecyclingofca.com

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

5.2 The CONTRACTOR agrees that personnel assigned to these positions at the commencement of services under this AGREEMENT shall serve in these positions as long as required by the CONTRACT, and the CONTRACTOR shall not change personnel assigned to these positions without the prior written consent and approval of the CITY PROGRAM MANAGER, whose consent shall not be withheld unreasonably.

5.3 Unless otherwise approved by the LASAN, the CONTRACTOR shall use its own employees to perform the services described in this CONTRACT. The LASAN has the right to review and approve any personnel who are assigned to work under this CONTRACT. The CONTRACTOR shall remove personnel from performing work under this CONTRACT if requested to do so by the LASAN.

5.4 The CONTRACTOR shall not use SUBCONTRACTORS to assist in the performance of this CONTRACT without the prior written approval of the LASAN. If the LASAN permits the use of SUBCONTRACTORS, the CONTRACTOR shall remain responsible for performing all aspects of this CONTRACT and paying all SUBCONTRACTORS. The LASAN has the right to approve the CONTRACTOR'S SUBCONTRACTORS, and the LASAN reserves the right to request replacement of any SUBCONTRACTOR. The LASAN does not have any obligation to pay the CONTRACTOR'S SUBCONTRACTORS, and nothing herein creates any privity of contract between the LASAN and any SUBCONTRACTOR.

ARTICLE 6 – RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY CITY

The CITY designates Yasi Lozano as its CITY PROGRAM MANAGER to represent the CITY in all matters within the scope of this AGREEMENT relating to the conduct and approval of the work to be performed. Whenever the term "approval of CITY," "consult with CITY," "confer with CITY," or similar terms are used, they shall refer to the CITY PROGRAM MANAGER. The CITY PROGRAM MANAGER may designate an assistant to act in his/her stead. The CITY may designate another CITY employee to succeed Yasi Lozano as the CITY PROGRAM MANAGER. The CONTRACTOR will be notified in writing of such an event.

ARTICLE 7 – TERM OF AGREEMENT AND TIME OF EFFECTIVENESS

Unless terminated as provided under Article 9 or extended by a duly approved amendment to this AGREEMENT signed by the parties, the term of this AGREEMENT shall be for five (5) years from the Effective Date as set forth below, with two 3-year renewal options, exercisable at the CITY's sole discretion, for a total of eleven (11) years.

The CITY may extend the AGREEMENT on a month-to-month basis at the end of either the initial five (5)-year term if the LASAN elects not to renew, at the end of the eight (8)-year term if LASAN elects to exercise its first renewal option, or at the end of the eleven (11)-year term if LASAN elects to exercise its second renewal option, by providing the CONTRACTOR a written notice at least 90 days prior to expiration of the then-effective term of the AGREEMENT.

The month-to-month option will be for a maximum of six (6) months. During the month-to-month terms, the CITY and the CONTRACTOR shall continue performance under the terms of this AGREEMENT, except that the CITY may increase the expenditure amount for services performed by the CONTRACTOR by a maximum of five

percent (5%) of the total CONTRACT cost. During such period of month-to-month operation, if either party decides to terminate the relationship, the CONTRACTOR shall be obligated to continue performance for at least sixty (60) days after written notice from the terminating party.

Unless otherwise provided, this CONTRACT shall take effect when all of the following events have occurred (i.e., the "Effective Date"):

- a) This CONTRACT has been signed on behalf of the CONTRACTOR by the person or persons authorized to bind the CONTRACTOR;
- b) This CONTRACT has been approved by the CITY Council or by the BOARD, officer, or employee authorized to give such approval;
- c) The Office of the CITY Attorney has indicated in writing its approval of this CONTRACT as to form; and
- d) This CONTRACT has been signed on behalf of the CITY by the person designated by the CITY Council, or by the BOARD, officer, or employee authorized to enter into this CONTRACT.

ARTICLE 8 – SUSPENSION

At the LASAN'S sole discretion, the CITY may suspend any or all services provided under this CONTRACT by providing the CONTRACTOR with a written notice of suspension. Upon receipt of the notice of suspension, the CONTRACTOR shall immediately cease the services suspended and shall not incur any additional obligations, costs, or expenses to the CITY until the CITY gives written notice to recommence the services.

ARTICLE 9 – TERMINATION

9.1 Termination for Convenience

The CITY may terminate this CONTRACT, in whole or in part, for the CITY's convenience at any time by providing the CONTRACTOR thirty days (30) written notice. Upon receipt of the notice of termination, the CONTRACTOR shall immediately take action not to incur any additional obligations, costs, or expenses, except as may be necessary to terminate its activities. The CITY shall pay the CONTRACTOR its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by the CONTRACTOR to effect the termination. Thereafter, the CONTRACTOR shall have no further claims against the CITY under this CONTRACT. All finished and unfinished documents and materials procured for or produced under this CONTRACT, including all intellectual property rights the CITY is entitled to, shall become LASAN property upon the date of the termination. The CONTRACTOR agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY's ownership of rights provided herein.

9.2 Termination for Breach of Contract

9.2.1 Except as provided in Article 21, if the CONTRACTOR fails to perform any of the provisions of this CONTRACT or so fails to make progress as to endanger timely performance of this CONTRACT, the CITY may give the CONTRACTOR written notice of the default. The CITY'S default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of the CITY. Additionally, the CITY'S default notice may offer the CONTRACTOR an opportunity to provide the CITY with a plan to cure the default, which shall be submitted to the CITY within the time period allowed by the CITY. At the CITY's sole discretion, the CITY may accept or reject the CONTRACTOR'S plan. If the default cannot be cured or if the CONTRACTOR fails to cure within the period allowed by the CITY, then the CITY may terminate this CONTRACT due to the CONTRACTOR'S breach of this CONTRACT.

9.2.2 If the default under this CONTRACT is due to the CONTRACTOR'S failure to maintain the insurance required under this CONTRACT, the CONTRACTOR shall immediately: (1) suspend performance of any services under this CONTRACT for which insurance was required; and (2) notify its employees and SUBCONTRACTORS of the loss of insurance coverage and the CONTRACTOR'S obligation to suspend performance of services. The CONTRACTOR shall not recommence performance until the CONTRACTOR is fully insured and in compliance with the LASAN'S requirements.

9.2.3 If a federal or state proceeding for relief of debtors is undertaken by or against the CONTRACTOR, or if the CONTRACTOR makes an assignment for the benefit of creditors, then the CITY may immediately terminate this CONTRACT.

9.2.4 If the CONTRACTOR engages in any dishonest conduct related to the performance or administration of this CONTRACT or violates the CITY's laws, regulations, or policies relating to lobbying, then the LASAN may immediately terminate this CONTRACT.

9.2.5 Acts of Moral Turpitude

a) The CONTRACTOR shall immediately notify the CITY if the CONTRACTOR or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").

b) If the CONTRACTOR or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to an Act of Moral Turpitude, the CITY may immediately terminate this CONTRACT.

c) If the CONTRACTOR or a Key Person is charged with or indicted for an Act of Moral Turpitude, the CITY may terminate this CONTRACT after providing the CONTRACTOR an opportunity to present evidence of the CONTRACTOR'S ability to perform under the terms of this CONTRACT.

d) Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in the California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elder abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

e) For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this CONTRACT, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of the CONTRACTOR.

9.2.6 In the event the CITY terminates this CONTRACT as provided in this section, the CITY may procure, upon such terms and in the manner as the CITY may deem appropriate, services similar in scope and level of effort to those so terminated and the CONTRACTOR shall be liable to the CITY for all of its costs and damages, including, but not limited to, any excess costs for such services.

9.2.7 If, after notice of termination of this CONTRACT under the provisions of this section, it is determined for any reason that the CONTRACTOR was not in default under the provisions of this section or that the default was excusable under the terms of this CONTRACT, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.

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

9.3 In the event that this CONTRACT is terminated, the CONTRACTOR shall immediately notify all employees and SUBCONTRACTORS and shall notify in writing all other parties contracted with under the terms of this CONTRACT within five (5) working days of the termination.

ARTICLE 10 – SUBCONTRACT APPROVAL

All subcontracts that are one half of one percent (0.5%) of the total CONTRACT amount or \$10,000, whichever is greater, shall require the prior approval of the CITY. A copy of all subcontracts shall be submitted to the CITY PROJECT MANAGER showing the SUBCONTRACTOR'S name and dollar amount of each subcontract. Wholly-owned subsidiaries of the CONTRACTOR shall not be considered SUBCONTRACTORS/ SUBCONSULTANTS. The CONTRACTOR shall not substitute SUBCONTRACTORS listed in this AGREEMENT (Exhibit 01, Schedule A) without the prior written approval of the CITY. The CONTRACTOR shall not add SUBCONTRACTORS to assist in the performance

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

ARTICLE 11 - COMPENSATION, INVOICING, AND PAYMENT

11.1 Revenue Generation and Contract Ceiling

The CONTRACTOR agrees to perform the services specified in Article 4. The CONTRACTOR shall compensate the CITY for the monthly payments that exceed the monthly cost, which is defined as the TOTAL NET PAYMENT. The CITY shall compensate the CONTRACTOR for the monthly costs that exceed the monthly payments, defined as the TOTAL NET COST.

11.1.1 NET RECOVERY Calculations

NET RECOVERY Calculations shall be performed for each E-WASTE type identified in Exhibit A, Table 1 and Table 2 and reported in the monthly report packages described in Article 11.4. The NET RECOVERY shall be the difference between the RECOVERY PAYMENTS and RECOVERY COSTS.

RECOVERY PAYMENTS = RECOVERY PAYMENT Rate(s)

(EXHIBIT A -Table 1) x E-WASTE WEIGHT

RECOVERY COSTS = RECOVERY COST Rate(s)

(EXHIBIT A - Table 2) x E-WASTE WEIGHT

NET RECOVERY = RECOVERY PAYMENTS – RECOVERY COSTS

If a NET RECOVERY results in a positive number, then this shall represent a payment to the CITY by the CONTRACTOR, and therefore the TOTAL NET PAYMENT calculation must be used for monthly invoicing reporting, including remittance of the NET RECOVERY AMOUNT.

If a NET RECOVERY results in a negative number, then this shall represent a cost to the CITY, and therefore the TOTAL NET COST calculation must be used for monthly reporting, invoicing, including an invoice for the calculated amount.

11.1.2 COST OF SERVICES Calculation

The Total COST OF SERVICES shall be calculated as follows:

COST OF SERVICES = CONTRACTOR SERVICES Rates x MONTHLY SERVICES PERFORMED

The CONTRACTOR SERVICES Rates are identified in Exhibit B and represent costs to the CITY.

11.1.3 TOTAL NET PAYMENT Calculation

The CONTRACTOR shall calculate the TOTAL NET PAYMENT as follows:

TOTAL NET PAYMENT = NET RECOVERY - COST OF SERVICES

11.1.4 TOTAL NET COST Calculation

The CONTRACTOR shall calculate the TOTAL NET COST as follows:

TOTAL NET COST = NET RECOVERY + COST OF SERVICES

11.2 The CITY will not pay for the CONTRACTOR'S nor subcontractor's personnel for invoice preparation. The CITY will not pay for the CONTRACTOR'S nor subcontractor's communication expenses and computer time charges.

11.3 Costs incurred by the CONTRACTOR before the actual date of full execution of this AGREEMENT shall only be payable to the CONTRACTOR if said costs were incurred in completing any task specifically authorized by this AGREEMENT and said costs are reviewed and approved by the CITY in writing and said approval for payment occurs after this AGREEMENT is fully executed. No such amount shall be due and payable until the CITY's approval. In no event shall interest be owed on any costs whatsoever incurred prior to the actual date of full execution of the AGREEMENT.

11.4 MONTHLY REPORTING

11.4.1 90 days from the last day of each calendar month, the CONTRACTOR shall submit to the CITY PROGRAM MANAGER a monthly reporting package detailing and including backup documentation for E-WASTE WEIGHT collected by type, employee timesheets, transportation logs, and proof of delivery for any consumable items, invoices, payrolls, and other documents of proof as may be reasonably required by the CITY to establish the amount of such allowable expenses. All invoices shall be subject to audit for a period of four (4) years from the termination of this AGREEMENT. The monthly reports shall be sent to:

CITY PROGRAM MANAGER
Solid Resources Citywide Recycling Division
1149 S. Broadway, 5th Floor Mail Stop 944
Los Angeles, CA 90015

11.4.2 The CITY shall review the CONTRACTOR'S invoice or payment and notify the CONTRACTOR of exceptions or disputed items.

11.4.3 No later than 10 business days after submission of the monthly reporting package, CONTRACTOR shall remit to the CITY a check for the TOTAL NET PAYMENT amount, or the CITY shall remit to the CONTRACTOR the TOTAL NET COST, depending on the result of the calculations set forth in Sections 11.1.3 and Sections 11.1.4, respectively.

11.5 The total ceiling for this AGREEMENT is \$1,000,000. This ceiling is included as a contingency in the event that the monthly cost of services exceeds the TOTAL NET PAYMENT to the CITY, and the CITY will be required to pay the CONTRACTOR for the cost of services. Payments shall be made upon the submission of a complete and accurate invoice. The CITY shall review the CONTRACTOR's invoice and attachments and notify the CONTRACTOR of any exceptions or disputed items. Once approved by the CITY, the CITY will make a good faith effort to process payments within 90 days.

11.6 Notwithstanding any other provision of this CONTRACT, including any exhibits or attachments incorporated therein, and in order for the CITY to comply with its governing legal requirements, the CITY shall have no obligation to make any payments to the CONTRACTOR unless the CITY shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this CONTRACT. The CONTRACTOR agrees that any services provided by the CONTRACTOR, purchases made by the CONTRACTOR, or expenses incurred by the CONTRACTOR in excess of the appropriation(s) shall be free and without charge to the CITY and the CITY shall have no obligation to pay for the services, purchases, or expenses. The CONTRACTOR shall have no obligation to provide any services, provide any equipment, or incur any expenses in excess of the appropriated amount(s) until the CITY appropriates additional funds for this CONTRACT.

11.7 False Claims Act

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

ARTICLE 12 – AMENDMENTS, CHANGES, OR MODIFICATIONS

All amendments, changes, or modifications to this CONTRACT shall be in writing and signed and approved pursuant to the provisions of Article 7.

ARTICLE 13 – INDEMNIFICATION AND INSURANCE

13.1 INDEMNIFICATION

Except for the active negligence or willful misconduct of the CITY, or any of its boards, officers, agents, employees, assigns and successors in interest, the CONTRACTOR shall defend, indemnify, and hold harmless the CITY and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes

of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including the CONTRACTOR'S employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by the CONTRACTOR, SUBCONTRACTORS, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of the CITY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this CONTRACT. This provision will survive expiration or termination of this CONTRACT.

13.2 INSURANCE

During the term of this CONTRACT and without limiting the CONTRACTOR'S obligation to indemnify, hold harmless, and defend the CITY, the CONTRACTOR shall provide and maintain at its own expense a program of insurance having the coverage and limits not less than the required amounts and types as determined by the Office of the CITY Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit 3 [INSURANCE CONTRACTUAL REQUIREMENTS EXHIBIT] hereto). The insurance must: (1) conform to the LASAN'S requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 3 hereto); and (3) otherwise be in a form acceptable to the Office of the CITY Administrative Officer, Risk Management. The CONTRACTOR shall comply with all Insurance Contractual Requirements shown on Exhibit 3 hereto. Exhibit 3 is hereby incorporated by reference and made a part of this CONTRACT.

13.3 BONDS

No Bonds shall be required by this CONTRACT.

ARTICLE 14 – INDEPENDENT CONTRACTORS

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

ARTICLE 15 – WARRANTIES AND RESPONSIBILITY OF CONTRACTOR

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

15.2 The CONTRACTOR shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings,

specifications, reports, and other services furnished by the CONTRACTOR under this AGREEMENT. The CONTRACTOR shall, at no additional cost to the CITY, correct or revise any errors, omissions, or other deficiencies in its designs, drawings, specifications, reports, calculations, and other services.

15.3 The CONTRACTOR shall exhibit proper professional judgment in the use of information furnished by the CITY in Article 6 [RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY CITY]. In the event that said information is not delivered timely or that it is discovered to be incorrect or misleading, the CONTRACTOR will notify the LASAN in a reasonable manner within three (3) business days after the discovery of such tardiness or incorrect or misleading information and promptly make a determination of its costs and schedule impact on this AGREEMENT, as well as recommendations for the correction of such incorrect or misleading information.

15.4 The CONTRACTOR shall perform such professional services as may be necessary to accomplish the work required to be performed under this AGREEMENT in accordance with this AGREEMENT.

15.5 Except as specified in Article 13 [INDEMNIFICATION ARTICLE] and as otherwise provided in this AGREEMENT, the CONTRACTOR shall be and shall remain liable, in accordance with applicable law, for all damages to the CITY caused by the CONTRACTOR'S negligent performance of any of the services furnished under this AGREEMENT, except for errors, omissions, or other deficiencies to the extent attributable to the CITY, CITY-furnished data, or any third party (excepting any CONTRACTOR or SUBCONTRACTOR of any tier).

ARTICLE 16 - INTELLECTUAL PROPERTY INDEMNIFICATION

The CONTRACTOR, at its own expense, shall defend, indemnify, and hold harmless the CITY, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands, and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of public, CITY, and proprietary information (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by the CONTRACTOR, or its SUBCONTRACTORS, in performing the work under this CONTRACT; or (2) as a result of the CITY's actual or intended use of any Work Product (as defined in Article 18 [OWNERSHIP AND LICENSE ARTICLE]) furnished by the CONTRACTOR, or its SUBCONTRACTORS, under this CONTRACT. The rights and remedies of the CITY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this CONTRACT. This provision will survive expiration or termination of this CONTRACT.

ARTICLE 17 – INTELLECTUAL PROPERTY WARRANTY

The CONTRACTOR represents and warrants that its performance of all obligations under this CONTRACT does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patents, copyrights, trademarks, trade secrets, right of public, CITY, and/or proprietary information.

ARTICLE 18 – OWNERSHIP AND LICENSE

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under this CONTRACT including, without limitation, documents, materials, data, reports, manuals, specifications, artworks, drawings, sketches, blueprints, studies, memoranda, computation sheets, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property originated and prepared by the CONTRACTOR or its SUBCONTRACTORS under this CONTRACT (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of the CITY for its use in any manner the CITY deems appropriate. The CONTRACTOR hereby assigns to the CITY all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared under this CONTRACT. The CONTRACTOR further agrees to execute any documents necessary for the LASAN to perfect, memorialize, or record the CITY'S ownership of rights provided herein.

The CONTRACTOR agrees that a monetary remedy for breach of this CONTRACT may be inadequate, impracticable, or difficult to prove and that a breach may cause the CITY irreparable harm. The CITY may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude the CITY from seeking or obtaining any other relief to which the CITY may be entitled.

For all Work Products delivered to the CITY that are not originated or prepared by the CONTRACTOR or its SUBCONTRACTORS under this CONTRACT, the CONTRACTOR shall secure a grant, at no cost to the LASAN, for a non-exclusive perpetual license to use such Work Products for any CITY purpose(s).

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

Any subcontract entered into by the CONTRACTOR relating to this CONTRACT shall include this provision to contractually bind its SUBCONTRACTORS performing work under this CONTRACT such that the CITY's ownership and license rights of all Work Products are preserved and protected as intended herein.

ARTICLE 19 – SUCCESSORS AND ASSIGNS

All of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns provided, however, that no assignment of the AGREEMENT shall be made without written consent of the parties to this AGREEMENT as required under Article 28 [PROHIBITION AGAINST ASSIGNMENT OR DELEGATION ARTICLE].

ARTICLE 20 – CONTACT PERSONS - PROPER ADDRESSES - NOTIFICATION

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

To the CITY:

Contact Person: Yasi Lozano
Address: Solid Resources Citywide Recycling Division
1149 S. Broadway, 5th Floor, Los Angeles CA 90015
Telephone: 213-485-3822
E-mail: Yasi.Lozano@lacity.org

To the CONTRACTOR:

Contact Person: Maureen Craine
Address: 8839 Pioneer Blvd., Santa Fe Springs CA 90670
Telephone: 800-795-0993 x415
E-mail: mcraine@erecyclingofca.com

ARTICLE 21 – FORCE MAJEURE (EXCUSABLE DELAYS)

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this CONTRACT, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a SUBCONTRACTOR of the CONTRACTOR shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both the CONTRACTOR and SUBCONTRACTOR, and without any fault or negligence of either of them. In such case, the CONTRACTOR shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the SUBCONTRACTOR were obtainable from other

sources in sufficient time to permit the CONTRACTOR to perform timely. As used in this CONTRACT, the term "SUBCONTRACTOR" means a subcontractor at any tier.

In the event the CONTRACTOR'S delay or failure to perform arises out of a Force Majeure Event, the CONTRACTOR agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

ARTICLE 22 – SEVERABILITY

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

ARTICLE 23 – DISPUTES

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

ARTICLE 24 – ENTIRE AGREEMENT

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

ARTICLE 25 – APPLICABLE LAW, INTERPRETATION, AND ENFORCEMENT

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the CITY, including but not limited to, laws regarding health and safety, labor and employment, wage and hours, and licensing. This CONTRACT and its performance shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. The CONTRACTOR shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this CONTRACT with no additional compensation paid to the CONTRACTOR.

In any action arising out of this CONTRACT, the CONTRACTOR consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

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

ARTICLE 26 – CURRENT LOS ANGELES LASAN BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED

For the duration of this CONTRACT, the CONTRACTOR shall maintain valid Business Tax Registration Certificate(s) as required by the CITY's Business Tax Ordinance, Section 21.00 et seq. of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

Should any such certificate(s) become suspended or revoked, it is the CONTRACTOR'S responsibility to report the matter immediately to the CITY PROJECT MANAGER.

ARTICLE 27 – WAIVER

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

ARTICLE 28 – PROHIBITION AGAINST ASSIGNMENT OR DELEGATION

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

- A. Assign or otherwise alienate any of its rights under this CONTRACT, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties under this CONTRACT.

ARTICLE 29 – PERMITS

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

ARTICLE 30 – BEST TERMS

Throughout the term of this CONTRACT, the CONTRACTOR shall offer the CITY the best terms, prices, and discounts that are offered to any of the CONTRACTOR'S customers for similar goods and services provided under this CONTRACT.

ARTICLE 31 – CLAIMS FOR LABOR AND MATERIALS

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

ARTICLE 32 – BREACH

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

ARTICLE 33 – MANDATORY PROVISIONS PERTAINING TO NON-DISCRIMINATION IN EMPLOYMENT

Unless otherwise exempt, this CONTRACT is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

A. The CONTRACTOR shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the CITY. In performing this CONTRACT, the CONTRACTOR shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status, or medical condition.

B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this CONTRACT by reference.

C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this CONTRACT by reference and will be known as the "Equal Employment Practices" provisions of this CONTRACT.

D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this CONTRACT by reference and will be known as the "Affirmative Action Program" provisions of this CONTRACT.

Any subcontract entered into by the CONTRACTOR for work to be performed under this CONTRACT must include an identical provision.

ARTICLE 34 – CHILD SUPPORT OBLIGATIONS ASSIGNMENT ORDERS

The CONTRACTOR shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, the CONTRACTOR shall fully comply with all applicable State and Federal employment reporting requirements. Failure of the CONTRACTOR to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of the CONTRACTOR to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the CONTRACTOR under this CONTRACT. Failure of the CONTRACTOR or principal owner to cure the default within ninety (90) days of the notice of default will subject this CONTRACT to termination for breach. Any subcontract entered into by the CONTRACTOR for work to be performed under this CONTRACT must include an identical provision.

ARTICLE 35 – LIVING WAGE AND WORKER RETENTION ORDINANCE

35.1 LIVING WAGE ORDINANCE

The CONTRACTOR shall comply with the Living Wage Ordinance, LAAC Section 10.37 et seq., as amended from time to time. The CONTRACTOR further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by the CONTRACTOR for work to be performed under this CONTRACT must include an identical provision. (Exhibit 5) [DECLARATION OF COMPLIANCE WITH LIVING WAGE ORDINANCE EXHIBIT]

35.2 WORKER RETENTION ORDINANCE

The CONTRACTOR shall comply with the Worker Retention Ordinance, LAAC Section 10.36 et seq., as amended from time to time. Any subcontract entered into by the CONTRACTOR for work to be performed under this CONTRACT must include an identical provision.

ARTICLE 36 – ACCESS AND ACCOMMODATIONS

The CONTRACTOR represents and certifies that:

A. The CONTRACTOR shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 et seq., the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 et seq., the Fair Housing Act, and its implementing regulations and any subsequent amendments, and the California Government Code Section 11135;

- B. The CONTRACTOR shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;
- C. The CONTRACTOR shall provide reasonable accommodation upon request to ensure equal access to LASAN-funded programs, services, and activities;
- D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and
- E. The buildings and facilities used to provide services under this CONTRACT are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

The CONTRACTOR understands that the LASAN is relying upon these certifications and representations as a condition to funding this CONTRACT. Any subcontract entered into by the CONTRACTOR for work to be performed under this CONTRACT must include an identical provision.

ARTICLE 37 – CONTRACTOR RESPONSIBILITY ORDINANCE

The CONTRACTOR shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 et seq., as amended from time to time. Exhibit 06 [CONTRACTOR RESPONSIBILITY ORDINANCE] is attached hereto and incorporated herein by this reference.

ARTICLE 38 – LOS ANGELES BUSINESS INCLUSION PROGRAM

Unless otherwise exempted prior to bid submission, the CONTRACTOR shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal process, throughout the duration of this CONTRACT. The CONTRACTOR shall utilize the Regional Alliance Marketplace for Procurement (RAMP) at <https://www.RAMPLA.org/> to perform and document outreach to Minority, Women, and Other Business Enterprises. The CONTRACTOR shall perform subcontractor outreach activities through BAVN. The CONTRACTOR shall not change any of its designated SUBCONTRACTORS or pledged specific items of work to be performed by these SUBCONTRACTORS, nor shall the CONTRACTOR reduce their level of effort, without prior written approval of the CITY.

ARTICLE 39 – DISCLOSURE ORDINANCES

Unless otherwise exempt in accordance with the provisions of this Ordinance, this CONTRACT is subject to the Slavery Disclosure Ordinance, Section 10.41 et seq., of the Los Angeles Administrative Code, as may be amended from time to time. The CONTRACTOR certifies that it has complied with the applicable provisions of this Ordinance. Failure to fully and accurately complete the affidavit may result in

termination of this CONTRACT. Any subcontract entered into by the CONTRACTOR for work to be performed under this CONTRACT must include an identical provision.

The CONTRACTOR shall comply with Los Angeles Administrative Code Section 10.50 et seq., 'Disclosure of Border Wall Contracting. The LASAN may terminate this CONTRACT at any time if LASAN determines that the CONTRACTOR failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in LAAC Section 10.50.1.

ARTICLE 40 – CONTRACTOR PERFORMANCE EVALUATION ORDINANCE

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

ARTICLE 41 – MUNICIPAL LOBBYING ORDINANCE

The CONTRACTOR for the LASAN shall submit a certification, on a form prescribed by the LASAN Ethics Commission, that the CONTRACTOR acknowledges and agrees to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance, Exhibit 11 [MUNICIPAL LOBBYING ORDINANCE EXHIBIT], if the CONTRACTOR qualifies as a lobbying entity under the Ordinance. The exemptions contained in Los Angeles Administrative Code Section 10.40.4 shall not apply to this subsection.

ARTICLE 42 – FIRST SOURCE HIRING ORDINANCE

The CONTRACTOR shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 et seq., as amended from time to time. Any subcontract entered into by the CONTRACTOR for work to be performed under this CONTRACT must include an identical provision.

ARTICLE 43 – COMPLIANCE WITH LOS ANGELES CITY CHARTER SECTION 470(c)(12) FOR MEASURE H/ CONTRACTOR CONTRIBUTIONS/FUNDRAISING

Unless otherwise exempt, if this CONTRACT is valued at \$100,000 or more and requires approval by an elected CITY office, the CONTRACTOR, CONTRACTOR'S principals, and the CONTRACTOR'S SUBCONTRACTORS expected to receive at least \$100,000 for

performance under this CONTRACT, and the principals of those SUBCONTRACTORS (the "Restricted Persons") shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles the CITY to terminate this CONTRACT and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected CITY officials or candidates for elected CITY office for twelve months after this CONTRACT is signed. Additionally, a CONTRACTOR subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any CONTRACTOR subject to Charter Section 470(c)(12) shall include the following notice in any contract with any SUBCONTRACTOR expected to receive at least \$100,000 for performance under this CONTRACT:

"Notice Regarding Restrictions on Campaign Contributions and Fundraising in CITY Elections:

You are a subcontractor on CITY of Los Angeles Contract #_____. Pursuant to the CITY of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected CITY of Los Angeles ("CITY") officials and candidates for elected CITY office for twelve months after the CITY Contract is signed. You are required to provide the names and contact information of your principals to the CONTRACTOR and to amend that information within ten business days if it changes during the twelve-month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at ethics.laCITY.org or by calling the Los Angeles CITY Ethics Commission at (213) 978-1960."

ARTICLE 44 – COMPLIANCE WITH THE IRAN CONTRACTING ACT OF 2010

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with the CITY for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit." (Exhibit 14)

ARTICLE 45 - INTEGRATED CONTRACT

This CONTRACT sets forth all of the rights and duties of the parties with respect to the subject matter of this CONTRACT and replaces any and all previous contracts or understandings, whether written or oral, relating thereto. This CONTRACT may be amended only as provided for in the provisions of Article 12 [AMENDMENTS ARTICLE] hereof.

ARTICLE 46 – DATA PROTECTION

A. The CONTRACTOR shall protect, using the most secure means and technology that is commercially available, CITY-provided data or consumer-provided data acquired in the course and scope of this CONTRACT, including but not limited to customer lists and customer credit card or consumer data, (collectively, the "CITY Data"). The CONTRACTOR shall notify the CITY in writing as soon as reasonably feasible, and in any event within twenty-four (24) hours, of the CONTRACTOR'S discovery or reasonable belief of any unauthorized access of CITY Data (a "Data Breach"), or of any incident affecting, or potentially affecting CITY Data related to cyber security (a "Security Incident"), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. The CONTRACTOR shall begin remediation immediately. The CONTRACTOR shall provide daily updates, or more frequently if required by the CITY, regarding findings and actions performed by the CONTRACTOR until the Data Breach or Security Incident has been effectively resolved to the CITY's satisfaction. The CONTRACTOR shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with the CITY. At the CITY'S sole discretion, the CITY and its authorized agents shall have the right to lead or participate in the investigation. The CONTRACTOR shall cooperate fully with the CITY, its agents, and law enforcement.

B. If the CITY is subject to liability for any Data Breach or Security Incident, then the CONTRACTOR shall fully indemnify and hold harmless the LASAN and defend against any resulting actions.

ARTICLE 47 – LOCAL BUSINESS PREFERENCE ORDINANCE

The CONTRACTOR shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 et seq., as amended from time to time. Any subcontract entered into by the CONTRACTOR for work to be performed under this CONTRACT must include an identical provision.

ARTICLE 48 – CITY CONTRACTOR'S USE OF CRIMINAL HISTORY FOR CONSIDERATION OF EMPLOYMENT APPLICATIONS ORDINANCE

The CONTRACTOR shall comply with the CITY Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 et seq., as amended from time to time. Any subcontract entered into by the CONTRACTOR for work to be performed under this CONTRACT must include an identical provision.

ARTICLE 49 – COMPLIANCE WITH IDENTITY THEFT LAWS AND PAYMENT CARD DATA SECURITY STANDARDS

The CONTRACTOR shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair

and Accurate Credit Transactions Act ("FACTA"), including its requirement relating to the content of transaction receipts provided to customers. The CONTRACTOR also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards ("PCI DSS"). During the performance of any service to install, program, or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, the CONTRACTOR shall verify proper truncation of receipts in compliance with FACTA.

ARTICLE 50 – COMPLIANCE WITH CALIFORNIA PUBLIC RESOURCES CODE SECTION 5164

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor if the person has been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, the CONTRACTOR shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by the CITY. The CONTRACTOR is required to have all employees, volunteers, and SUBCONTRACTORS (including all employees and volunteers of any SUBCONTRACTOR) of the CONTRACTOR working on the premises to pass a fingerprint and background check through the California Department of Justice at the CONTRACTOR'S sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

ARTICLE 51 – POSSESSORY INTERESTS TAX

Rights granted to the CONTRACTOR by the CITY may create a possessory interest. The CONTRACTOR agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, the CONTRACTOR shall pay the property tax. The CONTRACTOR acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

ARTICLE 52 – CONFIDENTIALITY

All documents, information, and materials provided to the CONTRACTOR by the CITY or developed by the CONTRACTOR pursuant to this CONTRACT (collectively "Confidential Information") are confidential. The CONTRACTOR shall not provide or disclose any Confidential Information or their contents or any information therein, either orally or in writing, to any person or entity, except as authorized by the CITY or as required by law. The CONTRACTOR shall immediately notify the CITY of any attempt by a third party to

obtain access to any Confidential Information. This provision will survive expiration or termination of this CONTRACT.

ARTICLE 53 – COUNTERPARTS

This AGREEMENT may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by the CITY) and sent by email shall be deemed original signatures.

ARTICLE 54 – CONTRACTOR DATA REPORTING

If CONTRACTOR is a for-profit, privately owned business, CONTRACTOR shall, within 30 days of the effective date of the CONTRACT and on an annual basis thereafter (i.e., within 30 days of the annual anniversary of the effective date of the CONTRACT), report the following information to CITY via the Regional Alliance Marketplace for Procurement ("RAMP") or via another method specified by CITY: Contractor's and any Subcontractor's annual revenue, number of employees, location, industry, race/ethnicity, CITY and gender of majority owner ("Contractor/Subcontractor Information"). CONTRACTOR shall further request, on an annual basis, that any Subcontractor input or update its business profile, including the Contractor/Subcontractor Information, on RAMP or via another method prescribed by CITY.

(Signature Page Follows)

SIGNATURE PAGE

IN WITNESS WHEREOF, the City of Los Angeles and the Contractor have caused this Agreement to be executed by their duly authorized representatives.

For:
THE CITY OF LOS ANGELES,
a Municipal Corporation

By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this contract.

By: _____

Name: _____
Commissioner, Board of Public Works

Date: _____

By: _____

Name: _____
Commissioner, Board of Public Works

Date: _____

APPROVED AS TO FORM:
Hydee Feldstein Soto, City Attorney

By: _____

Virginia Choi
Deputy City Attorney

Date: _____

E-RECYCLING OF CALIFORNIA

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

Holly L. Wolcott, City Clerk

By: _____

Name: _____

Title: Deputy City Clerk

Date: _____

EXHIBIT A

Table 1. RECOVERY PAYMENT Rate(s)

E-WASTE TYPE	UNIT RATE	UNIT OF MEASURE
CRTs (cathode ray tubes)	\$0.50	LB.
non-CRT CEW (covered electronic waste)	\$0.50	LB.
Computers	\$0.20	LB.

Table 2. RECOVERY COST Rate(s)

E-WASTE TYPE	UNIT RATE	UNIT OF MEASURE
Misc. /E-Waste/Non-SB20 material Fee	\$0.02	LB.

EXHIBIT B

CONTRACTOR SERVICES Rates

FREIGHT AND CONTAINER SERVICES RATES		
DESCRIPTION	Unit Rate	Unit of Measure
Roll-Off Rental	\$0.00	Unit per/month
Van Rental	\$0.00	Unit per/month
Forklift Rental	\$0.00	Unit per/month
Bobtail	See Project Plan	Fixed
Semi	See Project Plan	Fixed
Roll-off	See Project Plan	Fixed
e-racks	\$0.00	Max Per Site Per Load 22
Gaylords	\$0.00	Max Per Site Per Load 44
Pallets	\$0.00	Max Per Site Per Load 44

LABOR RATES*			
Type of Service	Labor Rate	Type	Unit of Measure
Packaging Labor	\$35.00	Straight Time	Hourly
Collection Event	\$35.00	Straight Time	Hourly
Collection Event	\$52.50	Overtime	Hourly
At Your Door	\$35.00	Straight Time	Hourly

*Plus Fixed Bobtail Flat Rates by area per the Project Plan Locations

*Time Sheets will be kept each day of collection event.

*All personnel required to sign in/out.

*The contractor will provide at no charge first aid, fire extinguishers, tables, chairs for break areas, and water for personnel.

*Traffic control equipment, directional signs, traffic cones required to ensure efficient and safe traffic flow and control

EXHIBIT B

CONTRACTOR SERVICES Rates

PROJECT PLAN LOCATIONS			
Facility	Address	Trucking	Flat Rate Per Site
Balboa SAFE Center	10241 Balboa Blvd Northridge CA 91325	Bobtail	\$ 160.00
Gaffey SAFE Center	1400 N Gaffey St San Pedro, CA 90731	Semi	\$ 160.00
Hyperion SAFE Center	7660 Imperial Hwy Playa del Rey, CA 90293	Semi	\$ 160.00
LAG SAFE Center	4600 Colorado Blvd Los Angeles, CA 90039	Semi	\$ 160.00
Randall SAFE Center	11025 Randall Ave Sun Valley, CA 91352	Semi	\$ 160.00
UCLA SAFE Center	550 Charles E Young Dr West Los Angeles, CA 90091	Bobtail	\$ 160.00
Washington SAFE Center	2649 E Washington Blvd Los Angeles, CA 90021	Semi	\$ 160.00
East Valley SR Yard	11050 Pendeldon St Sun Valley, CA 91352	Rolloff	\$ 225.00
Harbor SR Yard	1400 N Gaffey St San Pedro, CA 90731	Bobtail	\$ 225.00
North Central SR Yard	452 N San Fernando Rd Los Angeles, CA 90031	Semi	\$ 225.00
South LA SR Yard	786 S Mission Rd Los Angeles, CA 90023	Rolloff	\$ 225.00
West Valley SR Yard	8840 Vanalden Ave Northridge, CA 91324	Semi	\$ 225.00
Western District SR Yard	2027 Stoner Ave Los Angeles, CA 90025	Rolloff	\$ 225.00
CLARTS (Central L.A. Refuse Transfer Station)	2201 E Washington Blvd Los Angeles, CA 90021	Bobtail	\$ 160.00
GSD Salvage/Piper Tech	555 Ramirez St Los Angeles, CA 90012	Semi	\$ 225.00

EXHIBITS

EXHIBIT 01

Schedule A, List of MBE/WBE/SBE/EBE/DVBE/OBE Subcontractors

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

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

Project Title	Electronic Waste Collection, Transportation, Processing, and Recycling
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Proposer E-RECYCLING OF CALIFORNIA	Address 8839 Pioneer Blvd., Santa fe Springs CA 90670
Contact Person Dennis Kazarian	Phone/Fax dkazarian@erecyclingofca.com

LIST OF ALL SUBCONSULTANTS (SERVICE PROVIDERS/SUPPLIERS/ETC.)				
NAME, ADDRESS, TELEPHONE NO. OF SUBCONSULTANT	DESCRIPTION OF WORK OR SUPPLY	MBE/WBE/SBE/EBE/DVBE/OBE	CALTRANS/CITY/MTA CERT. NO.	DOLLAR VALUE OF SUBCONTRACT

PERCENTAGE OF MBE/WBE/SBE/EBE/DVBE/OBE PARTICIPATION			<div style="text-align: center; margin-bottom: 20px;"> <hr style="border: 0; border-top: 1px solid black; width: 100%;"/> Signature of Person Completing this Form </div> <div style="text-align: center; margin-bottom: 20px;"> <hr style="border: 0; border-top: 1px solid black; width: 100%;"/> Printed Name of Person Completing this Form </div> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%; text-align: center;"> <hr style="border: 0; border-top: 1px solid black; width: 100%;"/> Title </div> <div style="width: 45%; text-align: center;"> <hr style="border: 0; border-top: 1px solid black; width: 100%;"/> Date </div> </div>
	DOLLARS	PERCENT	
TOTAL MBE AMOUNT	\$	%	
TOTAL WBE AMOUNT	\$	%	
TOTAL SBE AMOUNT	\$	%	
TOTAL EBE AMOUNT	\$	%	
TOTAL DVBE AMOUNT	\$	%	
TOTAL OBE AMOUNT	\$	%	
BASE BID AMOUNT	\$		

MUST BE SUBMITTED WITH PROPOSAL

RFP SCHEDULE A

MBE/ WBE/ SBE/ EBE/ DVBE/ OBE SUBCONTRACTOR INFORMATION FORM

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

Project Title: Electronic Waste Collection, Transportation, Processing, and Recycling Services		Work Order Number:
Proposer: e-Recycling of California	Address: 7230 Petterson Lane, Paramount CA 90723	
Contact Person: Dennis Kazarian	Phone/Email: dskazarian@erectingofca.com	

LIST OF ALL SUBCONTRACTORS (SERVICE PROVIDERS/SUPPLIERS/ETC.)				
Name, Address, and Phone/Email of Subcontractor	Description of Work or Supply	MBE/ WBE/ SBE/ EBE/ DVBE/ OBE	Certification Agency/ Certification No.	Dollar Value of Subcontract
None responded see Summary Sheet				

Percentage of MBE/ WBE/ SBE/ EBE/ DVBE/ OBE Participation

	Total Dollars	Total Percentage Pledged		Total Dollars	Total Percentage Pledged
MBE Participation	\$	%	WBE Participation	\$	%
SBE Participation	\$	%	EBE Participation	\$	%
DVBE Participation	\$	%	OBE Participation	\$	%

Signature of Person Completing this Form 	Printed Name Dennis Kazarian	Title President	Date 9/26/23
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MUST BE SUBMITTED WITH PROPOSAL

EXHIBIT 02
SCHEDULE B
MBE/WBE/SBE/EBE/DVBE/OBE
Utilization Profile for Task/Project Work

RFP SCHEDULE B
MBE/ WBE/ SBE/ EBE/ DVBE/ OBE UTILIZATION PROFILE

Project Title:		Work Order Number:	
Proposer:		Address:	
Contact Person:		Phone/Email:	

Contract Amount (Including Amendments)	This Invoice Amount

MBE/ WBE/ SBE/ EBE/ DVBE/ OBE Subcontractors (List All Subcontractors)						
Name of Subcontractor	MBE/ WBE/ SBE/ EBE/ DVBE/ OBE	Certification Agency/ Certification Number	Original Subcontract Amount	This Invoice Amount	Invoiced to Date (Include this Invoice)	Scheduled Participation to Date

Current Percentage of MBE/ WBE/ SBE/ EBE/ DVBE/ OBE Participation to Date					
	Total Dollars	Total Percentage		Total Dollars	Total Percentage
MBE Participation	\$	%	WBE Participation	\$	%
SBE Participation	\$	%	EBE Participation	\$	%
DVBE Participation	\$	%	OBE Participation	\$	%

Total Amount Invoiced to Date	\$
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Signature of Person Completing this Form	Printed Name	Title	Date

MUST BE SUBMITTED WITH EACH INVOICE

EXHIBIT 03
Insurance Contractual Requirements

Required Insurance and Minimum LimitsName: e-Recycling of CaliforniaDate: 11/03/2022Agreement/Reference: Electronic Wastes Collection, Transportation, Processing and Recycling Services RFP

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

Limits

☒ **Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)**WC StatutoryEL \$1,000,000☒ Waiver of Subrogation in favor of City☐ Longshore & Harbor Workers☐ Jones Act☒ **General Liability** (\$2 Million Aggregate) City of Los Angeles must be named as an additional insured party.\$1,000,000☒ Products/Completed Operations☐ Sexual Misconduct☐ Fire Legal Liability☐☒ **Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work)\$2,000,000☐ **Professional Liability** (Errors and Omissions)

Discovery Period _____

☐ **Property Insurance** (to cover replacement cost of building - as determined by insurance company)☐ All Risk Coverage☐ Boiler and Machinery☐ Flood☐ Builder's Risk☐ Earthquake☐☒ **Pollution Liability**\$1,000,000☒ Contractor's Pollution Liability☐ **Surety Bonds - Performance and Payment (Labor and Materials) Bonds**100% of the contract price☐ **Crime Insurance**

Other: _____

EXHIBIT 04
Slavery Disclosure Ordinance

COMPANY COMPLIANCE
DOCUMENT UPLOADED TO
RAMP
ID 17757
e-Recycling of California

EXHIBIT 05
Declaration of Compliance with
Living Wage Ordinance

COMPANY COMPLIANCE
DOCUMENT UPLOADED TO
RAMP
ID 17757
e-Recycling of California

EXHIBIT 06
Contractor Responsibility Ordinance

**CITY OF LOS ANGELES
CONTRACTOR RESPONSIBILITY ORDINANCE (CRO) QUESTIONNAIRE**

Unless otherwise exempt from the Contractor Responsibility Ordinance (Los Angeles Administrative Code Section 10.40, et. seq.), a Company/Firm bidding with the City of Los Angeles must complete this Questionnaire. If no bid is required, the prospective contractor still must submit a Questionnaire.

The signatory for this Questionnaire must be authorized to respond to these questions on behalf of the Company/Firm. Any false or misleading statement(s), the failure to answer any of the required questions, or the failure to submit the completed Questionnaire with its bid may render the bid/proposal non-responsive. If a response does not fit in the space provided, then you may submit an attachment with your questionnaire.

The Company is responsible for keeping the Questionnaire responses current. If any changes have occurred that would render any of the responses inaccurate in any way, this document must be updated within thirty (30) days of the change(s).

A. BIDDER / PROPOSER / PROSPECTIVE CONTRACTOR CONTACT INFORMATION

E-RECYCLING OF CALIFORNIA

N/A

Business Name

Contractor's License Number

8839 Pioneer Blvd.

Santa Fe Springs

CA

90670

Street Address

City

State

Zip

Dennis Kazarian, President

800-795-0993 x419

Contact Person, Title

Phone

Fax

TYPE OF SUBMISSION:

The Questionnaire being submitted is:

- ☐ An initial submission of a completed Questionnaire.
- ☒ An update of a prior Questionnaire dated 09 / 26 / 23.
- ☒ No change. I certify under penalty of perjury under the laws of the State of California that there has been no change to any of the responses since the last Questionnaire dated 09 / 26 / 23 was submitted by the firm.

B. BUSINESS ORGANIZATION / STRUCTURE

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

- ☐ **Corporation:** Date incorporated: ____/____/____ State of incorporation: _____

List the corporation's current officers.

President: _____

Vice President: _____

Secretary: _____

Treasurer: _____

List all the stock owners who own 5% or more of the corporation's stock. Publicly traded corporations do not need to list its stock owners.

- ☐ **Partnership:** Date formed: ____/____/____ State of formation: _____

List all partners in your firm.

(Use this space. If you need additional space, you can attach a document)

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

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

(Use this space. If you need additional space, you can attach a document)

- ☐ **Joint Venture:** Date formed: ____/____/____

(1) List each firm that is a member of the joint venture and (2) List the percentage of ownership the firm will have in the joint venture. **NOTE: Each member of the Joint Venture must complete a separate Questionnaire for the Joint Venture's submission to be considered a responsive bid.**

(Use this space. If you need additional space, you can attach a document)

C. OWNERSHIP AND NAME CHANGES

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

☐ Yes ☐ No

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

(Use this space. If you need additional space, you can attach a document)

2. Have any of your firm's owners, partners, or officers operated a similar business in the past five years?
☐ Yes ☐ No

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

(Use this space. If you need additional space, you can attach a document)

3. Has your firm changed names in the past five years?
☐ Yes ☐ No

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

(Use this space. If you need additional space, you can attach a document)

4. Are any of your firm's contractor licenses held in the name of a corporation or partnership?
☐ Yes ☐ No

If Yes, list the name of the corporation or partnership that actually holds the license.

(Use this space. If you need additional space, you can attach a document)

D. FINANCIAL RESOURCES AND RESPONSIBILITY

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

If Yes, explain the circumstances surrounding each instance.

(Use this space. If you need additional space, you can attach a document)

6. Is your firm in the process of, or in negotiations toward, being sold or dissolved?

☐ Yes ☐ No

If Yes, explain the circumstances.

(Use this space. If you need additional space, you can attach a document)

E. PERFORMANCE HISTORY

7. How many years has your firm been in operation? _____ Years.

8. Has your firm ever entered into any contract with the City of Los Angeles or any of its departments?

☐ Yes ☐ No

If Yes, list all contracts your firm has had with the City of Los Angeles for the last five (5) years. If your firm has had more than 10 contracts with the City of Los Angeles, then use the 10 most recent (and most similar) contracts. For each contract listed in response to this question, include: (a) entity name; (b) name of a contact and phone number; (c) purpose of contract; (d) total cost; (e) starting date; and (f) ending date.

(Use this space. If you need additional space, you can attach a document)

9. In the past five years, has your firm had any contracts with any private or governmental entity (other than the City of Los Angeles) that are similar to the work to be performed on the contract for which you are bidding or proposing?

☐ Yes ☐ No

If Yes, list on the space below, all contracts your firm has had with any private or governmental entity (other than the City of Los Angeles) that meet the specifications described in the question above. For each contract listed in response to this question, include: (a) entity name; (b) purpose of contract; (c) total cost; (d) starting date; and (e) ending date.

(Use this space. If you need additional space, you can attach a document)

10. In the past five years, has a governmental or private entity or individual terminated your firm's contract prior to its completion?

☐ Yes ☐ No

If Yes, explain the circumstances surrounding each instance.

SERVICE

(Use this space. If you need additional space, you can attach a document)

11. In the past five years, has your firm previously hired a debarred subcontractor to perform work on a government contract?

☐ Yes ☐ No

If Yes, explain the circumstances surrounding each instance.

(Use this space. If you need additional space, you can attach a document)

- 12A. In the past five years, has your firm been debarred or determined to be a non-responsible bidder or contractor?

☐ Yes ☐ No

If Yes, explain the circumstances surrounding each instance.

(Use this space. If you need additional space, you can attach a document)

- 12B. Has your firm ever received a Notice of Unsatisfactory Performance by the Bureau of Contract Administration pursuant to the City Contractor's Performance Evaluation Ordinance (LAAC Section 10.39)?

☐ Yes ☐ No

If Yes, please enter the date of the Notice(s).

F. DISPUTES

- 13A. In the past five years, has your firm been a defendant in a court case or other legal proceeding on a matter related to any of the following issues? For parts (a) and (b) below, check Yes even if the matter only proceeded to arbitration, mediation or other dispute resolution process. For part (c), check Yes only if the matter proceeded to court litigation, even if the case was later settled or dismissed.

(a) Payment to subcontractors?

☐ Yes ☐ No

- (b) Work performance on a contract?

☐ Yes ☐ No

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

☐ Yes ☐ No

- 13B. If you answer **Yes** to any of the questions above, explain the circumstances surrounding each instance. For each instance, you must include the following in your response: the name of the plaintiff(s), the specific cause(s) of action or claim(s) for relief, the original date of filing, and the disposition/current status.

(Use this space. If you need additional space, you can attach a document)

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

☐ Yes ☐ No

If **Yes**, explain the circumstances surrounding each instance.

(Use this space. If you need additional space, you can attach a document)

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

☐ Yes ☐ No

If **Yes**, explain the circumstances surrounding each instance and identify all the projects for which liquidated damages were assessed, the amount of liquidated damages assessed and paid, and the name and address of the project owner.

(Use this space. If you need additional space, you can attach a document)

G. COMPLIANCE

For the following questions, the term "owners" does not include stock owners in your firm if your firm is a publicly traded corporation.

16. In the past five years, has your firm or any of its owners, partners or officers, ever been investigated, cited, assessed any penalties, or been found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed on page 9:

☐ Yes ☐ No

If **Yes**, explain the circumstances surrounding each instance, including the governmental entity or entities that were involved, the dates of such instances, and the outcome.

(Use this space. If you need additional space, you can attach a document)

17. Within the past five years has your firm or any person employed by your firm been investigated, found to have violated, cited, assessed any penalty, or been subject to any disciplinary action by a licensing agency for violation of any licensing law, rule or regulation?

☐ Yes ☐ No

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

(Use this space. If you need additional space, you can attach a document)

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

☐ Yes ☐ No

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

(Use this space. If you need additional space, you can attach a document)

H. BUSINESS INTEGRITY

For the following questions, the term "firm" includes any owner, partner, or officer in the firm. If your firm is a publicly traded corporation, the term "owner(s)" does not include its stock owners.

- 19A. For questions (a), (b), and (c) below, check **Yes** if the situation applies to your firm.

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

☐ Yes ☐ No

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

☐ Yes ☐ No

(c) In the past five years, has your firm been convicted of, or found liable in a civil suit for, making a

false claim or material misrepresentation to any governmental entity or public utility?

☐ Yes ☐ No

19B. If you check Yes to any of the three questions above, explain the circumstances surrounding each instance of a false claim or material misrepresentation.

(Use this space. If you need additional space, you can attach a document)

20. In the past five years, has your firm or any of its owners or officers been convicted of a crime involving the bidding of a government contract, the awarding of a government contract, the performance of a government contract, or the crime of theft, fraud, embezzlement, perjury, or bribery?

☐ Yes ☐ No

If Yes, explain the circumstances surrounding each instance.

(Use this space. If you need additional space, you can attach a document)

TERMS OF ACCEPTANCE AND SIGNATURE:

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

Electronic Signature:

Dennis
Kazarian

Digitally signed by Dennis
Kazarian
Date: 2024.10.14 11:46:00
+0700'

Signature

Date

☒ I understand that checking this box constitutes a legal signature confirming that I acknowledge and agree to the above Terms of Acceptance.

Execution of document by E-signature. By clicking on the check box, it indicates an electronic signature. This is considered to be the legal equivalent of a manual or "wet" signature. Once signed electronically, this document is considered original and legally binding.

**CITY OF LOS ANGELES
PLEDGE OF COMPLIANCE WITH CONTRACTOR RESPONSIBILITY ORDINANCE**

Los Angeles Administrative Code (LAAC) Section 10.40 et seq. (Contractor Responsibility Ordinance) provides that, unless specifically exempt, City contractors working under service contracts of at least \$25,000 and three months, contracts for services and for purchasing goods and products that involve a value in excess of twenty-five thousand dollars (\$25,000) and a term in excess of three months are covered by this Article; and construction contracts of any amount; public lessees; public licensees; and certain recipients of City financial assistance or City grant funds, shall comply with all applicable provisions of the Ordinance. Upon award of a City contract, public lease, public license, financial assistance or grant, the contractor, public lessee, public licensee, City financial assistance recipient, or grant recipient, and any its subcontractor(s), shall submit this Pledge of Compliance to the awarding authority.

The contractor agrees to comply with the Contractor Responsibility Ordinance and the following provisions:

- (a) To comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (b) To notify the awarding authority within 30 calendar days after receiving notification that any governmental agency has initiated an investigation which may result in a finding that the contractor did not comply with any federal, state, or local law in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (c) To notify the awarding authority within 30 calendar days of all findings by a governmental agency or court of competent jurisdiction that the contractor has violated any federal, state, or local law in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees.
- (d) If applicable, to provide the awarding authority, within 30 calendar days, updated responses to the Responsibility Questionnaire if any change occurs which would change any response contained within the Responsibility Questionnaire and such change would affect the contractor's fitness and ability to continue the contract.
- (e) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, or sublicensee that perform or assist in performing services on the leased or licensed premises) shall comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (f) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, sublicensee that perform or assist in performing services on the leased or licensed premises) submit a Pledge of Compliance.
- (g) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, or sublicensee that perform or assist in performing services on the leased or licensed premises) shall comply with paragraphs (b) and (c).

Failure to complete and submit this form to the Awarding Authority may result in withholding of payments by the City Controller, or contract termination.

E-RECYCLING OF CALIFORNIA, 8839 Pioneer Blvd., Santa Fe Springs CA 90670

Company Name, Address and Phone Number


Signature of Officer or Authorized Representative

10/14/24

Date

Dennis Kazarian, President

Print Name and Title of Officer or Authorized Representative

City of Los Angeles Depart. of Public Works LA Sanitation and Environment Electronic Waste Collection, Transportation, Processing, and Recycling Services

Awarding City Department

Contract Number

**CITY OF LOS ANGELES
CONTRACTOR RESPONSIBILITY ORDINANCE (CRO) QUESTIONNAIRE**

Unless otherwise exempt from the Contractor Responsibility Ordinance (Los Angeles Administrative Code Section 10.40, et. seq.), a Company/Firm bidding with the City of Los Angeles must complete this Questionnaire. If no bid is required, the prospective contractor still must submit a Questionnaire.

The signatory for this Questionnaire must be authorized to respond to these questions on behalf of the Company/Firm. Any false or misleading statement(s), the failure to answer any of the required questions, or the failure to submit the completed Questionnaire with its bid may render the bid/proposal non-responsive. If a response does not fit in the space provided, then you may submit an attachment with your questionnaire.

The Company is responsible for keeping the Questionnaire responses current. If any changes have occurred that would render any of the responses inaccurate in any way, this document must be updated within thirty (30) days of the change(s).

A. BIDDER / PROPOSER / PROSPECTIVE CONTRACTOR CONTACT INFORMATION

e-Recycling of California

N/A

Business Name

Contractor's License Number

7230 Petterson Lane

Paramount

California

90723

Street Address

City

State

Zip

Dennis Kazarian, President

800-795-0993 x419

Contact Person, Title

Phone

Fax

TYPE OF SUBMISSION:

The Questionnaire being submitted is:

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

B. BUSINESS ORGANIZATION / STRUCTURE

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

- ☒ **Corporation:** Date incorporated: 08 / 05 / 2005 State of incorporation: California

List the corporation's current officers.

President: Dennis Kazarian

Vice President: Jennifer D'Souza

Secretary: Kris Kazarian

Treasurer: Gary Kazarian

SERVICE

List all the stock owners who own 5% or more of the corporation's stock. Publicly traded corporations do not need to list its stock owners.

Kris Kazarian, Gary Kazarian, Jennifer D'Souza

- ☐ **Partnership:** Date formed: ____/____/____ State of formation: _____

List all partners in your firm.

(Use this space. If you need additional space, you can attach a document)

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

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

(Use this space. If you need additional space, you can attach a document)

- ☐ **Joint Venture:** Date formed: ____/____/____

(1) List each firm that is a member of the joint venture and (2) List the percentage of ownership the firm will have in the joint venture. **NOTE: Each member of the Joint Venture must complete a separate Questionnaire for the Joint Venture's submission to be considered a responsive bid.**

(Use this space. If you need additional space, you can attach a document)

C. OWNERSHIP AND NAME CHANGES

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

☐ Yes ☒ No

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

(Use this space. If you need additional space, you can attach a document)

SERVICE

2. Have any of your firm's owners, partners, or officers operated a similar business in the past five years?
☐ Yes ☒ No

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

(Use this space. If you need additional space, you can attach a document)

3. Has your firm changed names in the past five years?
☐ Yes ☒ No

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

(Use this space. If you need additional space, you can attach a document)

4. Are any of your firm's contractor licenses held in the name of a corporation or partnership?
☐ Yes ☐ No ☒ Not Applicable

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

(Use this space. If you need additional space, you can attach a document)

D. FINANCIAL RESOURCES AND RESPONSIBILITY

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

If **Yes**, explain the circumstances surrounding each instance.

(Use this space. If you need additional space, you can attach a document)

6. Is your firm in the process of, or in negotiations toward, being sold or dissolved?

☐ Yes ☒ No

If Yes, explain the circumstances.

(Use this space. If you need additional space, you can attach a document)

E. PERFORMANCE HISTORY

7. How many years has your firm been in operation? 21 Years.

8. Has your firm ever entered into any contract with the City of Los Angeles or any of its departments?

☒ Yes ☐ No

If, Yes, list all contracts your firm has had with the City of Los Angeles for the last five (5) years. If your firm has had more than 10 contracts with the City of Los Angeles, then use the 10 most recent (and most similar) contracts. For each contract listed in response to this question, include: (a) entity name; (b) name of a contact and phone number; (c) purpose of contract; (d) total cost; (e) starting date; and (f) ending date.

(Use this space. If you need additional space, you can attach a document)

e-Recycling of California was the back up contractor for this same contract where ERI is the Primary.

9. In the past five years, has your firm had any contracts with any private or governmental entity (other than the City of Los Angeles) that are similar to the work to be performed on the contract for which you are bidding or proposing?

☒ Yes ☐ No

If Yes, list on the space below, all contracts your firm has had with any private or governmental entity (other than the City of Los Angeles) that meet the specifications described in the question above. For each contract listed in response to this question, include: (a) entity name; (b) purpose of contract; (c) total cost; (d) starting date; and (e) ending date.

(Use this space. If you need additional space, you can attach a document)

Los Angeles County Sanitation District 2013 - Present. Contractor for all UWED devices generated from their (5) Landfills, (4) MRFs. We provide containment, logistics, processing and reporting. 500,000lbs annually.

10. In the past five years, has a governmental or private entity or individual terminated your firm's contract prior to its completion?

☐ Yes ☒ No

If Yes, explain the circumstances surrounding each instance.

(Use this space. If you need additional space, you can attach a document)

11. In the past five years, has your firm previously hired a debarred subcontractor to perform work on a government contract?

☐ Yes ☒ No

If Yes, explain the circumstances surrounding each instance.

(Use this space. If you need additional space, you can attach a document)

- 12A. In the past five years, has your firm been debarred or determined to be a non-responsible bidder or contractor?

☐ Yes ☒ No

If Yes, explain the circumstances surrounding each instance.

(Use this space. If you need additional space, you can attach a document)

- 12B. Has your firm ever received a Notice of Unsatisfactory Performance by the Bureau of Contract Administration pursuant to the City Contractor's Performance Evaluation Ordinance (LAAC Section 10.39)?

☐ Yes ☒ No

If Yes, please enter the date of the Notice(s).

F. DISPUTES

- 13A. In the past five years, has your firm been a defendant in a court case or other legal proceeding on a matter related to any of the following issues? For parts (a) and (b) below, check Yes even if the matter only proceeded to arbitration, mediation or other dispute resolution process. For part (c), check Yes only if the matter proceeded to court litigation, even if the case was later settled or dismissed.

(a) Payment to subcontractors?

☐ Yes ☒ No

(b) Work performance on a contract?

☐ Yes ☒ No

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

☐ Yes ☒ No

13B. If you answer **Yes** to any of the questions above, explain the circumstances surrounding each instance. For each instance, you must include the following in your response: the name of the plaintiff(s), the specific cause(s) of action or claim(s) for relief, the original date of filing, and the disposition/current status.

(Use this space. If you need additional space, you can attach a document)

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

☐ Yes ☒ No

If **Yes**, explain the circumstances surrounding each instance.

(Use this space. If you need additional space, you can attach a document)

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

☐ Yes ☒ No

If **Yes**, explain the circumstances surrounding each instance and identify all the projects for which liquidated damages were assessed, the amount of liquidated damages assessed and paid, and the name and address of the project owner.

(Use this space. If you need additional space, you can attach a document)

G. COMPLIANCE

For the following questions, the term "owners" does not include stock owners in your firm if your firm is a publicly traded corporation.

16. In the past five years, has your firm or any of its owners, partners or officers, ever been investigated, cited, assessed any penalties, or been found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed on page 9:

☐ Yes ☒ No

If **Yes**, explain the circumstances surrounding each instance, including the governmental entity or entities that were involved, the dates of such instances, and the outcome.

(Use this space. If you need additional space, you can attach a document)

17. Within the past five years has your firm or any person employed by your firm been investigated, found to have violated, cited, assessed any penalty, or been subject to any disciplinary action by a licensing agency for violation of any licensing law, rule or regulation?

☐ Yes ☒ No

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

(Use this space. If you need additional space, you can attach a document)

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

☐ Yes ☒ No

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

(Use this space. If you need additional space, you can attach a document)

H. BUSINESS INTEGRITY

For the following questions, the term "firm" includes any owner, partner, or officer in the firm. If your firm is a publicly traded corporation, the term "owner(s)" does not include its stock owners.

- 19A. For questions (a), (b), and (c) below, check **Yes** if the situation applies to your firm.

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

☐ Yes ☒ No

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

☐ Yes ☒ No

- (c) In the past five years, has your firm been convicted of, or found liable in a civil suit for, making a

false claim or material misrepresentation to any governmental entity or public utility?

☐ Yes ☒ No

19B. If you check **Yes** to any of the three questions above, explain the circumstances surrounding each instance of a false claim or material misrepresentation.

(Use this space. If you need additional space, you can attach a document)

20. In the past five years, has your firm or any of its owners or officers been convicted of a crime involving the bidding of a government contract, the awarding of a government contract, the performance of a government contract, or the crime of theft, fraud, embezzlement, perjury, or bribery?

☐ Yes ☒ No

If **Yes**, explain the circumstances surrounding each instance.

(Use this space. If you need additional space, you can attach a document)

TERMS OF ACCEPTANCE AND SIGNATURE:

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

Electronic Signature:



9/26/23

Signature

Date

☒ I understand that checking this box constitutes a legal signature confirming that I acknowledge and agree to the above Terms of Acceptance.

Execution of document by E-signature. By clicking on the check box, it indicates an electronic signature. This is considered to be the legal equivalent of a manual or "wet" signature. Once signed electronically, this document is considered original and legally binding.

CITY OF LOS ANGELES
PLEDGE OF COMPLIANCE WITH CONTRACTOR RESPONSIBILITY ORDINANCE

Los Angeles Administrative Code (LAAC) Section 10.40 et seq. (Contractor Responsibility Ordinance) provides that, unless specifically exempt, City contractors working under service contracts of at least \$25,000 and three months, contracts for services and for purchasing goods and products that involve a value in excess of twenty-five thousand dollars (\$25,000) and a term in excess of three months are covered by this Article; and construction contracts of any amount; public lessees; public licensees; and certain recipients of City financial assistance or City grant funds, shall comply with all applicable provisions of the Ordinance. Upon award of a City contract, public lease, public license, financial assistance or grant, the contractor, public lessee, public licensee, City financial assistance recipient, or grant recipient, and any its subcontractor(s), shall submit this Pledge of Compliance to the awarding authority.

The contractor agrees to comply with the Contractor Responsibility Ordinance and the following provisions:

- (a) To comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (b) To notify the awarding authority within 30 calendar days after receiving notification that any governmental agency has initiated an investigation which may result in a finding that the contractor did not comply with any federal, state, or local law in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (c) To notify the awarding authority within 30 calendar days of all findings by a governmental agency or court of competent jurisdiction that the contractor has violated any federal, state, or local law in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees.
- (d) If applicable, to provide the awarding authority, within 30 calendar days, updated responses to the Responsibility Questionnaire if any change occurs which would change any response contained within the Responsibility Questionnaire and such change would affect the contractor's fitness and ability to continue the contract.
- (e) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, or sublicensee that perform or assist in performing services on the leased or licensed premises) shall comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (f) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, sublicensee that perform or assist in performing services on the leased or licensed premises) submit a Pledge of Compliance.
- (g) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, or sublicensee that perform or assist in performing services on the leased or licensed premises) shall comply with paragraphs (b) and (c).

Failure to complete and submit this form to the Awarding Authority may result in withholding of payments by the City Controller, or contract termination.

e-Recycling of California, 7230 Petterson Lane, Paramount CA 90723 800-795-0993

Company Name, Address and Phone Number

Signature of Officer or Authorized Representative

Dennis Kazarian, President

9/26/23

Date

Print Name and Title of Officer or Authorized Representative

City of Los Angeles Public Works Electronic Waste Collection, Transportation, Processing, and Recycling Services
Awarding City Department Contract Number

EXHIBIT 07
Business Tax Registration Certificate



CITY OF LOS ANGELES
Office of Finance
P.O. Box 53200
Los Angeles CA 90053-0200

E RECYCLING OF CALIFORNIA

POST OFFICE BOX #2746
SANTA FE SPRINGS, CA 90670-0746

8839 PIONEER BLVD
SANTA FE SPRINGS, CA 90670-2007

THIS CERTIFICATE MUST BE POSTED AT PLACE OF BUSINESS
CITY OF LOS ANGELES TAX REGISTRATION CERTIFICATE
THIS CERTIFICATE IS GOOD UNTIL SUSPENDED OR CANCELLED

Business TAX

ISSUED:10/15/2024

ACCOUNT NO.	FUND/CLASS	DESCRIPTION	STARTED	STATUS
0002287045-0002-3	L049	Professions / Occupations	09/24/2023	Active

I E RECYCLING OF CALIFORNIA

S POST OFFICE BOX #2746
U SANTA FE SPRINGS, CA 90670-0746

D 8839 PIONEER BLVD
T SANTA FE SPRINGS, CA 90670-2007
O



ISSUED FOR TAX COMPLIANCE PURPOSES ONLY
NOT A LICENSE, PERMIT, OR LAND USE AUTHORIZATION
ISSUED BY:



CITY TREASURER
DIRECTOR OF FINANCE

"No registration certificate or permit issued under the provisions of the Business Tax ordinances of the LAMC, or the payment of any tax required under the provisions of the Business Tax ordinances of the LAMC shall be construed as authorizing the conduct or continuance of any illegal business or of a legal business in an illegal manner."

NOTIFY THE OFFICE OF FINANCE IN WRITING OF ANY CHANGE IN OWNERSHIP OR ADDRESS - Office of Finance P.O. Box 53200 Los Angeles CA 90053-0200
IMPORTANT - READ REVERSE SIDE

EXHIBIT 08
Los Angeles Residence Information

Los Angeles Residence Information

The City Council in consideration of the importance of preserving and enhancing the economic base and well-being of the city encourages businesses to locate or remain within the City of Los Angeles. This is important because of the jobs businesses generate and for the business taxes they remit. The City Council, on January 7, 1992, adopted a motion that requires proposers to state their headquarters address as well as the percentage of their workforce residing in the City of Los Angeles.

Organization: E-RECYCLING OF CALIFORNIA

I. Corporate or Main Office Address:

8839 Pioneer Blvd.

Santa Fe Springs CA 90670

II Total Number of Employees in Organization: 109

Number and Percentage of Employees in Organization who are Los Angeles City Residents:

7 and 6.4 %

EXHIBIT 09
Non-Collusion Affidavit

Non-Collusion Affidavit

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

I, Dennis Kazarian, depose and say
that I am

President of e-Recycling of California
("President", "Vice President", etc.) (Name and Address of Organization)

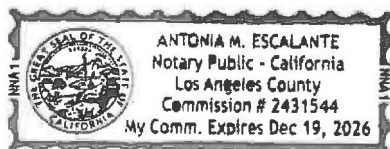
who submits this proposal to the City of Los Angeles, Department of Public Works, Bureau of Sanitation, and hereby declare that this proposal is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named and the proposer had not directly induced or solicited any other proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from submitting a proposal, and that the proposer has not in any manner sought by collusion to secure for him/herself an advantage over any other proposer.

Date: 9/26/23 at Paramount, California
(Month, Day, Year) (City, State)

*Affix Raised Corporate Seal in the space provided below.
If Corporate Seal is not available, please have this document notarized*

(Corporate Seal)

I certify or declare under penalty of
perjury that the foregoing is correct



Dennis Kazarian
(Signature)

Type text here

CALIFORNIA JURAT WITH AFFIANT STATEMENT

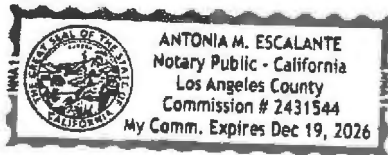
GOVERNMENT CODE § 8202

- ☒ See Attached Document (Notary to cross out lines 1–6 below)
☐ See Statement Below (Lines 1–6 to be completed only by document signer[s], not Notary)

Signature of Document Signer No. 1_____
Signature of Document Signer No. 2 (if any)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

Place Notary Seal and/or Stamp Above

Subscribed and sworn to (or affirmed) before me

on this 26 day of September, 2023.
by _____ Date _____ Month _____ Year _____(1) Dennis Kizari(and (2) _____),
Name(s) of Signer(s)

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

Signature Antonia Escalante
Signature of Notary Public**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

EXHIBIT 10
Contract History

CITY OF LOS ANGELES CONTRACT HISTORY

The City Council passed a resolution on July 21, 1998 requiring that all proposed vendors supply in their proposal or bid, a list of all City of Los Angeles contracts held by the bidder or any affiliated entity during the preceding 10 years. Use the space below to list all such contracts. Include the dates of the contract, the services or goods provided, the amount of the contract, and the contract number. If the bidder or any affiliated entity has held no City of Los Angeles contracts during the preceding 10 years, state so in the space below. Use the back of the page and additional pages as needed.

Electronic Waste Collection, Transportation, Processing, and Recycling Services
Back Up Contractor City of Los Angeles Department of Public Works LA Sanitation and Environment Awarded in 2016

e-Recycling of California

Name of Organization

Dennis Kazarian

Print Name

9/26/23

Date



Signature

President

Title

EXHIBIT 11
Municipal Lobbying Ordinance

FORM
50

Bidder Certification

Los Angeles City
ETHICS COMMISSION

This form must be submitted with your bid or proposal to the City department that is awarding the contract noted below. If you have questions about this form, please contact the Ethics Commission at (213) 978-1960.

☐ Original Filing



Amendment: Date of Signed Original 09/26/2023 Date of Last Amendment 09/30/2024

Reference Number (Bid, Contract, or RAMP)	Awarding Authority (Department awarding the contract)
Electronic Waste Collection, Transportation, Processing, and Recycling Services	Department of Public Works
Bidder Name	
E-RECYCLING OF CALIFORNIA	
Address	
8839 Pioneer Blvd., Santa Fe Springs CA 90670	
Email Address	Phone Number
dkazarian@erecyclingofca.com	800-795-0993

Certification

I certify the following on my own behalf or on behalf of the entity named above, which I am authorized to represent:

A. I am applying for one of the following types of contracts with the City of Los Angeles:

1. A goods or services contract with a value of more than \$25,000 and a term of at least three months;
2. A construction contract with any value and duration;
3. A financial assistance contract, as defined in Los Angeles Administrative Code § 10.40.1(h), with a value of at least \$100,000 and a term of any duration; or
4. A public lease or license, as defined in Los Angeles Administrative Code § 10.40.1(i), with any value and duration.

B. I acknowledge and agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if I qualify as a lobbying entity under Los Angeles Municipal Code § 48.02.

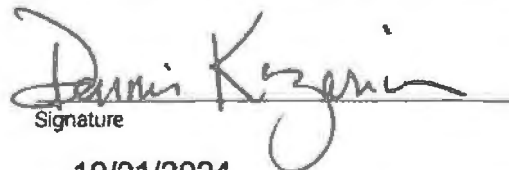
I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information in this form is true and complete.

Dennis Kazarian

Name

President

Title



Signature

10/01/2024

Date

EXHIBIT 12
First Source Hiring Ordinance

COMPANY COMPLIANCE
DOCUMENT UPLOADED TO
RAMP
ID 17757
e-Recycling of California

EXHIBIT 13
Contract Bidder Campaign Contribution
and
Fundraising Restrictions

FORM
55

Prohibited Contributors (Bidders)

Los Angeles City
ETHICS COMMISSION

This form must be completed in its entirety and submitted with your bid or proposal to the City department that is awarding the contract. Failure to submit a completed form may affect your bid or proposal. If you have questions about this form, please contact the Ethics Commission at (213) 978-1960.

☐ Original Filing ☒ Amendment: Date of Signed Original 09/26/2023 Date of Last Amendment 09/30/2024

Reference Number (Bid, Contract, or RAMP): 209121 Date Bid Submitted: 09/26/2023
Contract Description (Title of the RFP or City contract solicitation and description of the services to be provided):
Electronic Waste Collection, Transportation, Processing, and Recycling Services
Awarding Authority (Department awarding the contract): Department of Public Works
Bidder Name: E-RECYCLING OF CALIFORNIA
Bidder Address: 8839 Pioneer Blvd., Santa Fe Springs CA 90670
Bidder Email Address: dkazarian@erecyclingofca.com Bidder Phone Number: 800-795-0993

Schedule Summary

Please complete all three of the following:

1. **SCHEDULE A – Bidder's Principals** (check one)

The bidder has one or more **PRINCIPALS**, as defined in LAMC § 49.7.35(A)(6).
At least one principal is required for entities. (If you check "Yes", Schedule A is required.)

Yes



No



2. **SCHEDULE B – Subcontractors and Their Principals** (check one)

The bidder has one or more **SUBCONTRACTORS** on this bid or proposal with
subcontracts worth \$100,000 or more (If you check "Yes", Schedule B is required.)

Yes



No



3. **TOTAL NUMBER OF PAGES SUBMITTED** (including this cover page): 2

Certification

I certify the following under penalty of perjury under the laws of the City of Los Angeles and the state of California:
A) I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter § 470(c)(12) and any related ordinances; B) I understand that I must amend this form within ten business days if any information changes; C) I am the bidder named above or I am authorized to represent the bidder named above, and my name appears below; and D) The information provided in this form is true and complete to the best of my knowledge and belief.

Dennis Kazarian

Name

President

Title

Dennis Kazarian

Signature

10/01/2024

Date

Prohibited Contributors (Bidders)

Schedule A - Bidder's Principals

Please identify the names and titles of all the bidder's principals (attach additional sheets if necessary). Principals include a bidder's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the bidder of at least 20 percent and employees of the bidder who are authorized by the bid or proposal to represent the bidder before the City

Name: <u>Dennis Kazarlan</u>	Title: <u>President</u>
Address: <u>8839 Pioneer Blvd., Santa Fe Springs CA 90670</u>	
Name: _____	Title: _____
Address: _____	
Name: _____	Title: _____
Address: _____	
Name: _____	Title: _____
Address: _____	
Name: _____	Title: _____
Address: _____	
Name: _____	Title: _____
Address: _____	
Name: _____	Title: _____
Address: _____	
Name: _____	Title: _____
Address: _____	
Name: _____	Title: _____
Address: _____	

☐ Check this box if additional Schedule A pages are attached.

EXHIBIT 14

Equal Benefits Ordinance Affidavit

COMPANY COMPLIANCE
DOCUMENT UPLOADED TO
RAMP
ID 17757
e-Recycling of California

COMPLIANCE

CITY OF LOS ANGELES
 Department of Public Works
 Bureau of Contract Administration
 Office of Contract Compliance
 1149 S. Broadway, 3rd Floor, Los Angeles, CA 90015
 Phone: (213) 847-1922 - Fax: (213) 847-2777

EQUAL BENEFITS ORDINANCE COMPLIANCE FORM

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

City Dept. Awarding Contract: _____

City of Los Angeles Department of Public Works
Office of Contract Compliance

Contact/Phone: Yasi Lazano/213-485-3822

SECTION 1. CONTACT INFORMATION

Company Name: E-RECYCLING OF CALIFORNIA

Company Address: 8839 Pioneer Blvd

City: Santa Fe Springs

State: CA

Zip: 90670

Contact Person: _____

Phone: _____

Fax: _____

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

Approximate Number of Employees in the United States: 109

Are any of your employees covered by a collective bargaining agreement or union trust fund? ☐ Yes ☒ No**SECTION 2. COMPLIANCE QUESTIONS**Has your company previously submitted a Compliance Form and all supporting documentation? ☐ Yes ☒ No

If Yes, AND the benefits provided to your employees have not changed since that time, continue onto Section 3. If No, OR if the benefits provided to your employees have changed since that time, complete the rest of this form.

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

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

COMPLIANCE

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

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

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

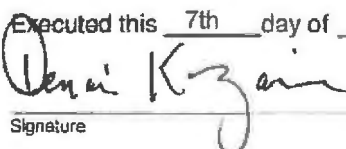
SECTION 3. EXECUTE THE DECLARATION AND SUBMIT THE FORM TO THE AWARDING DEPARTMENT

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

DECLARATION UNDER PENALTY OF PERJURY

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

Executed this 7th day of October in the year 2024, at Santa Fe Springs, CA
(City) (State)


Signature

Dennis Kazarian
Name of Signatory (please print)

President
Title

PO Box 2746
Mailing Address

8839 Pioneer Blvd., Santa fe Springs CA 90670
City State, Zip Code

20-3284078
Federal ID Number