

**SECOND AMENDMENT TO CONTRACT NUMBER DA-5324
BETWEEN THE CITY OF LOS ANGELES AND VERITIV OPERATING COMPANY
FOR THE SUPPLY AND DELIVERY OF CUSTODIAL SUPPLIES AT
LOS ANGELES INTERNATIONAL AIRPORT AND VAN NUYS AIRPORT**

This **SECOND AMENDMENT TO CONTRACT NUMBER DA-5324** ("Amendment") is made and entered into as of this ____ day of _____, 2022 by and between the **CITY OF LOS ANGELES** ("City"), a municipal corporation, acting by order of and through its Board of Airport Commissioners (the "Board") of the Department of Airports ("Department" or "LAWA") and **VERITIV OPERATING COMPANY** ("Contractor").

RECITALS

WHEREAS, City and Contractor entered into Los Angeles World Airports Contract Number DA-5324 (the "Contract") for the supply and delivery of custodial paper products, general cleaning chemicals, and custodial 3M products for use at Los Angeles International Airport and Van Nuys Airport with an effective date of October 20, 2018; and

WHEREAS, on March 18, 2021, the Contract was amended to extend the term by one (1) year until October 19, 2022;

WHEREAS, City wishes to amend the Contract to extend the term by six (6) months until April 19, 2023, and increase the not-to-exceed amount from Nine Million Nine Hundred Ten Thousand Four Hundred Twenty-Five and 00/100 Dollars (\$9,910,425.00) to Twelve Million Ninety Nine Thousand Three Hundred Thirty-Three and 00/100 Dollars (\$12,099,333.00); and

NOW, THEREFORE, in consideration of the premises and of the terms, covenants and conditions hereinafter contained to be kept and performed by the respective parties hereto, the parties do mutually agree that the Contract is HEREBY AMENDED AS FOLLOWS:

AMENDMENT

Amendment Section 1. Section 3.1 of the Contract shall be amended and restated in its entirety as follows:

3.1 Notwithstanding any other provision in this Contract, the term of this Contract shall commence in October 20, 2018, and shall expire no later than four (4) years and six (6) months thereafter (the "Term"); subject, however, to prior termination as provided herein.

Amendment Section 2. The first sentence of Section 4.1 of the Contract shall be amended and restated in its entirety as follows:

4.1 For all products and services rendered, for all costs, direct or indirect, and for all expenses incurred by Contractor pursuant to this Contract, the City shall pay Contractor an amount not to exceed Twelve Million Ninety Nine Thousand Three Hundred Thirty-Three and 00/100 Dollars (\$12,099,333.00).

Amendment Section 3. The Contract shall be amended to add the following new Section 28.0:

Section 28.0 Iran Contracting Act, 2010. In accordance with California Public Contract Code Sections 2200-2208, contractors entering into or renewing contracts with City for goods or services estimated at one million dollars (\$1,000,000) or more are required to complete, sign and submit the Iran Contracting Act of 2010 Compliance Affidavit ("Affidavit"). Contractor's compliance with the terms of the Iran Contracting Act of 2010 is made a requirement and condition of this Contract.

Amendment Section 4. Except as specifically provided herein, this Amendment shall not in any manner alter, change, modify, or affect any of the rights, privileges, duties, or obligations of either of the parties hereto, under, or by reason of said Contract, as amended.

Execution. This Amendment and any other document necessary for the consummation of the transaction contemplated by this Amendment may be executed in counterparts, including counterparts that are manually executed and counterparts that are in the form of electronic records and are electronically executed. An electronic signature means a signature that is executed by symbol attached to or logically associate with a record and adopted by a party with the intent to sign such record, including facsimile or e-mail signatures. All executed counterparts shall constitute one Amendment, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Amendment and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called PDF

format shall be legal and binding and shall have the same full force and effect as if a paper original of this Amendment had been delivered that had been signed using a handwritten signature. All parties to this Amendment (i) agree that an electronic signature, whether digital or encrypted, of a party to this Amendment is intended to authenticate this writing and to have the same force and effect as a manual signature; (ii) intended to be bound by the signatures (whether original, faxed, or electronic) on any document sent or delivered by facsimile or electronic mail or other electronic means; (iii) are aware that the other party(ies) will rely on such signatures; and, (iv) hereby waive any defenses to the enforcement of the terms of this based Amendment on the foregoing forms of signature. If this Amendment has been executed by electronic signature, all parties executing this document are expressly consenting, under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 ("E-SIGN") and the California Uniform Electronic Transactions Act ("UETA") (California Civil Code §1633.1 et seq.), that a signature by fax, e-mail, or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

[Remainder of This Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, City has caused this Amendment to be executed, by the Chief Executive Officer, and Contractor has caused the same to be executed by its duly authorized officers and its corporate seal to be hereunto affixed, all as of the day and year first hereinabove written.

APPROVED AS TO FORM:
MICHAEL N. FEUER
City Attorney

CITY OF LOS ANGELES

Date: 5/23/22

By: _____
Chief Executive Officer
Department of Airports

By: [Signature]
Deputy City Attorney

By: _____
Chief Financial Officer
Deputy Executive Director
Department of Airports

ATTEST: _____

**VERITIV OPERATING
COMPANY**

By: David Garland
David Garland (May 10, 2022 07:57 PDT)
Signature (Secretary)
David Garland
Print Name

By: Lisa Dillon
Lisa Dillon (May 10, 2022 09:26 PDT)
Signature
Lisa Dillon
Print Name

Regional Vice President Sales
Print Title

[SEAL]

IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

(California Public Contract Code Sections 2200-2208)

The California Legislature adopted the Iran Contracting Act of 2010 to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The Iran Contracting Act prohibits bidders engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A bidder who "engages in investment activities in Iran" is defined as either:

1. A bidder providing goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including provision of oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. A bidder that is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2203(b) as a person engaging in the investment activities in Iran.

The bidder shall certify that at the time of submitting a bid for new contract or renewal of an existing contract, the bidder is **not** identified on the DGS list of ineligible businesses or persons and that the bidder is **not** engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts (PCC § 2205).

To comply with the Iran Contracting Act of 2010, the bidder shall provide its vendor or financial institution name, and City Business Tax Registration Certificate (BTRC) if available, in completing ONE of the options shown below.

OPTION #1: CERTIFICATION

I, the official named below, certify that I am duly authorized to execute this certification on behalf of the bidder or financial institution identified below, and that the bidder or financial institution identified below is **not** on the current DGS list of persons engaged in investment activities in Iran and is **not** a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person or vendor, for 45 days or more, if that other person or vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current DSG list of persons engaged in investment activities in Iran.

Vendor Name/Financial Institution (printed) <i>Verity Operations Company</i>		BTRC (or n/a) <i>80922903</i>
By (Authorized Signature) <i>[Signature]</i>		
Print Name and Title of Person Signing <i>David Garland Acct Manager</i>		
Date Executed	City Approval (Signature)	(Print Name)

OPTION #2: EXEMPTION

Pursuant to PCC § 2203(c) and (d), a public entity may permit a bidder or financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enter into, or renew, a contract for goods and services. If the bidder or financial institution identified below has obtained an exemption from the certification requirement under the Iran Contracting Act of 2010, the bidder or financial institution shall complete and sign below and attach documentation demonstrating the exemption approval.

Vendor Name/Financial Institution (printed)		BTRC (or n/a)
By (Authorized Signature)		
Print Name and Title of Person Signing		
Date Executed	City Approval (Signature)	(Print Name)