

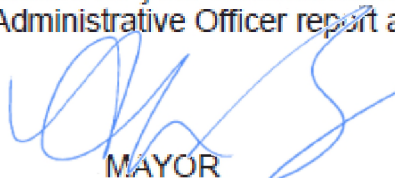
0150-10121-0001

TRANSMITTAL

TO The Council	DATE 10/05/20	COUNCIL FILE NO.
FROM The Mayor	COUNCIL DISTRICT All	

**Proposed Amendment No. 1 to C-123999 with Electronic Recyclers
International, Inc. for Electronic Waste Disposal Services**

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


(Ana Guerrero for)
MAYOR

RHL:CEA:10210008

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: 08-11-20	C.D. No. All	CAO File No.: 0150-10121-0001
Contracting Department/Bureau: Public Works: Bureau of Sanitation		Contact: Yasamin Lozano- 213-440-7205	
Reference: Board of Public Works reported dated January 10, 2020			
Purpose of Contract: To provide electronic waste (E-Waste) disposal services for the City of Los Angeles			
Type of Contract: () New contract (X) Amendment, Contract No. C-123999		Contract Term Dates: June 3, 2014 - June 2, 2022, with one three year option remaining, for a total of 11 years	
Contract/Amendment Amount: \$0			
Proposed amount \$ 0 + Prior award \$ 0, with a \$500,000 contingency cap = Total \$ 0, with a \$500,000 contingency cap			
Source of funds: Household Hazardous Waste Fund			
Name of Contractor: Electronic Recyclers International, Inc.			
Address: 7815 N. Palm Avenue, Suite 140, Fresno, CA 93711			
	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: .11%			
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		

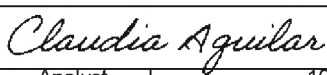

RECOMMENDATION

That the Council, subject to the approval of the Mayor, authorize the Board of Public Works, on behalf of the Bureau of Sanitation, to execute Amendment No. 1 to C-123999 with Electronic Recyclers International, Inc. to adjust the contract payment terms for the provision of electronic waste disposal services, without a change to the term beginning on June 3, 2014 and ending June 2, 2022, or to the \$500,000 contingency cap, subject to the approval of the City Attorney and compliance with the City's contracting requirements.

SUMMARY

The Board of Public Works, on behalf of the Bureau of Sanitation (Bureau), requests approval to execute Amendment No. 1 with Electronic Recyclers International, Inc. (Contractor) to adjust the contract payment terms. The contractor was selected as a result of a Request for Proposals in 2013. Contract C-123999 was executed in June 2014 and in April 2019, the Bureau exercised the first renewal option to extend the contract for three years without any additional changes to the contract.

The Electronics Recycling Act established a funding system for the collection and recycling of certain E-waste. Retailers collect a front-end fee from consumers for each electronic device that contains a screen that is more than four inches in diameter. Once these devices are discarded, they are eligible

 CEA Analyst 10210008	 City Administrative Officer
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for reimbursement. The Contractor provides for the collection and recycling of electronic waste (E-waste) as the City is not reimbursed directly by CalRecycle for the collection of E-waste. Claims for reimbursement are submitted to CalRecycle by the Contractor, and subsequently the City is reimbursed its share. The contract was initially anticipated to generate \$250,000 in revenue, however in the event of any unforeseen changes in the State's reimbursement process, the contract contains a \$500,000 contingency cap to ensure the City is able to process E-waste. The contingency cap remains at \$500,000 as the funds have not been used.

The Bureau has previously reported that the sale of commodities on the open market is profitable and negotiated the original contract to reflect the current market at the time. The proposed contract rates reflect the current market as the consumer market is shifting from large bulky material to lighter, flat panel material and the changes to the recycling market. The revenue helps to offset the cost of maintaining Solvents, Automotive, Flammables and Electronics (S.A.F.E.) Collection Centers open to residents for free recycling of E-waste and Residential Special Materials (RSM). Since the start of the SAFE program in 2000, the City has collected over 50 million pounds of E-waste. In 2019-20, the contract generated \$542,000 in revenue. The requested adjustment will result in a reduction of revenue to the Household Hazardous Waste Fund. The adjustment to the rates is as follows:

Material	CEW/CRT Material	Computers (CPU)	Miscellaneous E-Waste
Original Rates	\$.25/lb.	\$.20/lb.	\$.06/lb.
Proposed Rates	\$.25/lb.	\$.22/lb.	\$.15/lb.

In accordance with the Mayor's Cost-Containment memo dated June 24, 2020, all amendments to existing contracts are suspended unless an exception can be made under certain conditions, including contracts that provide services that are revenue generating. This Office recommends the approval of this amendment as it generates revenue for the City.

In accordance with Charter Section 1022, the Personnel Department determined that City employees can perform the work being proposed for contracting with the proper facility, permits and hazardous waste certificates for recycling. This Office determined that it was more feasible to contract for this work as there is insufficient City staff available to perform the work and the City does not own the proper facilities and equipment nor possess permits and certification to recycle and dispose of E-waste. As the original contract was approved by City Council, Council approval is required for the proposed amendment.

FISCAL IMPACT STATEMENT

There is no General Fund impact. Should the revenues to the contract fall below \$250,000, the estimated cost of the proposed contract shall not exceed \$500,000 for the term of the contract. There is sufficient funding within the reserve of the Household Hazardous Waste Fund should an appropriation be required to fulfill the terms of the contract.

FINANCIAL POLICIES STATEMENT

The recommendation in this report complies with the City's Financial Policies.

Attachment

CONTRACT NO. C- 123999-1

AMENDMENT NO. 1
TO
SERVICE AGREEMENT
BETWEEN
THE CITY OF LOS ANGELES
AND
ELECTRONIC RECYCLERS INTERNATIONAL, INC.
FOR
THE COLLECTION AND RECYCLING
OF
ELECTRONIC WASTE

AMENDMENT NO. 1 TO CONTRACT C-123999 BETWEEN THE CITY OF LOS ANGELES
AND ELECTRONIC RECYCLERS INTERNATIONAL, INC. FOR THE COLLECTION AND
RECYCLING OF ELECTRONIC WASTE

TABLE OF CONTENTS

ARTICLE 1 – CONSTRUCTION OF PROVISIONS AND TITLES HEREIN	8
ARTICLE 2 – DEFINITIONS	9
ARTICLE 3 – PROJECT DESCRIPTION	9
ARTICLE 4 – RESPONSIBILITIES OF AND SERVICES TO BE PERFORMED BY THE CONTRACTOR	9
ARTICLE 5 – KEY CONTRACTOR PERSONNEL	9
ARTICLE 6 – RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY CITY	10
ARTICLE 7 – TERM OF AGREEMENT AND TIME OF EFFECTIVENESS	11
ARTICLE 8 – SUSPENSION	11
8.2 TERMINATION	12
ARTICLE 9 – SUBCONTRACT APPROVAL	16
ARTICLE 10 – COMPENSATION, INVOICING, AND PAYMENT	16
ARTICLE 11 - AMENDMENTS	18
ARTICLE 12 – INDEMNIFICATION AND INSURANCE	18
ARTICLE 13 – INDEPENDENT CONTRACTORS	20
ARTICLE 14 – WARRANTY AND RESPONSIBILITY OF CONTRACTOR	20
ARTICLE 15 – INTELLECTUAL PROPERTY INDEMNIFICATION	20
ARTICLE 16 - INTELLECTUAL PROPERTY WARRANTY	20

ARTICLE 17 OWNERSHIP AND LICENSE	20
ARTICLE 18 – SUCCESSOR AND ASSIGNS	23
ARTICLE 19 – CONTACT PERSONS - PROPER ADDRESSES – NOTIFICATION	23
ARTICLE 20 – FORCE MAJEURE (EXCUSABLE DELAYS)	24
ARTICLE 21 – SEVERABILITY	25
ARTICLE 22 – DISPUTES	25
ARTICLE 23 – ENTIRE AGREEMENT	25
ARTICLE 24 – APPLICABLE LAW, INTERPRETATION, AND ENFORCEMENT	26
ARTICLE 25 – CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION	
CERTIFICATE REQUIRED	26
ARTICLE 26 – WAIVER	26
ARTICLE 27 – PROHIBITION AGAINST ASSIGNMENT OR DELEGATION	26
ARTICLE 28 – PERMITS	27
ARTICLE 29 –DISCOUNTS	27
ARTICLE 30 - CLAIMS FOR LABOR AND MATERIALS	27
ARTICLE 31 – BREACH	27
ARTICLE 32 - MANDATORY PROVISIONS PERTAINING TO NON-	
DISCRIMINATION IN EMPLOYMENT	27
ARTICLE 33 – EQUAL EMPLOYMENT PRACTICES	29
ARTICLE 34 – AFFIRMATIVE ACTION PROGRAM	29
ARTICLE 35 – CHILD SUPPORT ASSIGNMENT ORDERS	29
ARTICLE 37 – AMERICANS WITH DISABILITIES ACT ACCESS AND	
ACCOMODATIONS	29

ARTICLE 38 – CONTRACTOR RESPONSIBILITY ORDINANCE	30
ARTICLE 39 – MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE SUBCONTRACTOR OUTREACH PROGRAM	31
ARTICLE 40 – SLAVERY DISCLOSURE ORDINANCE	31
ARTICLE 41 – CONTRACTOR PERFORMANCE EVALUATION ORDINANCE	32
ARTICLE 42 – MUNICIPAL LOBBYING ORDINANCE	32
ARTICLE 43- FIRST SOURCE HIRING ORDINANCE	32
ARTICLE 44 – LOCAL BUSINESS PREFERENCE ORDINANCE	32
ARTICLE 45- IRAN CONTRACTING ACT	32
ARTICLE 46- RESTRICTIONS ON CAMPAIGN CONTRIBUTIONS IN CITY ELECTIONS	33
ARTICLE 47 – CONTRACTOR’S USE OF CRIMINAL HISTORY FOR CONSIDERATION OF EMPLOYMENT APPLICATIONS	34
ARTICLE 48 – LIMITATION OF CITY’S OBLIGATION TO MAKE PAYMENT TO CONTRACTOR	35
ARTICLE 49 – COMPLIANCE WITH IDENTITY THEFT LAWS AND PAYMENT CARD DATA SECURITY STANDARDS	36
ARTICLE 50 – COMPLIANCE WITH CALIFORNIA PUBLIC RESOURCES CODE SECTION 5164	36
ARTICLE 51 – POSSESSORY INTERESTS TAX	37
ARTICLE 52 – CONFIDENTIALITY	38
ARTICLE 53 – DISCLOSURE OF BORDER WALL CONTRACTING ORDINANCE	38

EXHIBITS

EXHIBIT A SCHEDULE A, LIST OF MBE/WBE/OBE SUBCONTRACTORS

**EXHIBIT B SCHEDULE B, MBE/WBE/OBE UTILIZATION PROFILE FOR
TASK/PROJECT WORK**

EXHIBIT C INSURANCE REQUIREMENTS

**EXHIBIT D CERTIFICATION REGARDING COMPLIANCE WITH EQUAL
BENEFITS ORDINANCE**

EXHIBIT E NEW DISCLOSURE ORDINANCE

**EXHIBIT F DECLARATION OF COMPLIANCE WITH LIVING WAGE
ORDINANCE**

EXHIBIT G DECLARATION OF COMPLIANCE WITH LIVING WAGE ORDINANCE

EXHIBIT H CONTRACTOR RESPONSIBILITY ORDINANCE

EXHIBIT I BUSINESS TAX REGISTRATION CERTIFICATE

EXHIBIT J LA RESIDENCE INFORMATION

EXHIBIT K NON-COLLUSION AFFIDAVIT

EXHIBIT L CONTRACT HISTORY

EXHIBIT M MUNICIPAL LOBBYING ORDINANCE

EXHIBIT N IRAN CONTRACTING ACT OF 2010

EXHIBIT O SCHEDULE A-1

EXHIBIT P PROHIBITED CONTRIBUTORS (CEC) FORM 55

**AMENDMENT NO. 1 TO CONTRACT C-123999 BETWEEN THE CITY OF LOS
ANGELES AND ELECTRONIC RECYCLERS INTERNATIONAL, INC. FOR THE
COLLECTION AND RECYCLING OF ELECTRONIC WASTE**

This AGREEMENT, made and entered into by and between the City of Los Angeles, a municipal corporation acting by order of and through its Board of Public Works, hereinafter called the "CITY", and "Electronic Recyclers International, Inc." hereinafter referred to as the "CONTRACTOR "; is set forth as follows:

W I T N E S S E T H

WHEREAS, the CITY has a need for contracting services for the CITY's Collection and Recycling of Electronic Waste (E-WASTE) program, permanent facilities, LA Sanitation and Environment (LASAN) Collection Yards, mobile events, and Conditionally Exempt Small Quantity Generator (CESQG) programs such as collection, identification, sorting, transportation, storage, recycling, dismantling, treating, categorizing, packaging, labeling, manifesting and disposal, and also providing support services, such as site selection, project management, permit development, public outreach, and other related activities as directed by the CITY; and

WHEREAS, the CITY is committed to the provisions of the Electronic Waste Recycling Act, 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 State funded program for consumers to return, recycle, and ensure environmentally sound disposal of covered electronic devices; and

WHEREAS, on August 25, 2010, the Board of Public Works authorized LASAN to distribute a Request For Proposals (RFP) for Residential Special Materials, Conditionally Exempt Small Quantity Generators, and Permanent Collection Sites Program, and Mobile Collection Event Programs and E-waste Transportation and Processing and to negotiate a contract with a qualified proposer; and

WHEREAS, on November 2, 2010, LASAN received six 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 CITY staff based on the evaluation criteria set forth in the RFP; and

WHEREAS, the CONTRACTOR meets the State of California requirements to operate E-waste collection programs and to recycle e-waste; and

WHEREAS, the services to be provided by CONTRACTOR are of an expert and technical nature; and

WHEREAS, the CITY desires to retain the CONTRACTOR as a prime contractor to provide the required services; and

WHEREAS, the CONTRACTOR'S services are deemed to be vital to meet the CITY'S commitment to provide services for operating the CITY E-WASTE programs such as collection, identification, sorting, transporting, storing, recycling, treating, categorizing, packaging, labeling, documentation through SHIPPING PAPERS, and disposal, and also providing support services such as site selection, project management, permit development, public outreach, and other related activities as directed by the CITY, during the course of an eleven (11) year period (five-year contract with two (2) three-year extensions);

WHEREAS, the CITY desires to amend this contract to adjust recycling rates due to changes in the recycling market and the consumer's use of electronic devices.

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 – SECTION HEADINGS AND CONSTRUCTION OF PROVISIONS AND TITLES HEREIN

Modify this article to read as follows:

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 CITY 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

Remove "BACK UP CONTRACTOR" and remove definition.

Modify "CITY PROGRAM MANAGER" to "CITY PROJECT MANAGER". Definition remains the same.

Modify "BUREAU" definition to read "LA Sanitation and Environment, Department of Public Works, City of Los Angeles".

Add "NON-CRT CEW" definition to read "Under CA SB20 regulations, a Non-CRT CEW is a video display that does not contain a CRT. Examples of this material include: Liquid-Crystal Display (LCD) display, Light-Emitting Diode (LED) display, Plasma display and laptops."

Modify "SANITATION" to "LA SANITATION AND ENVIRONMENT". Definition remains the same.

ARTICLE 3 – PROJECT DESCRIPTION

Modify "CITY PROGRAM MANAGER" to "CITY PROJECT MANAGER"

ARTICLE 4 – RESPONSIBILITIES OF AND SERVICES TO BE PERFORMED

BY THE CONTRACTOR

Modify Article 4 to read as follows:

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

The CONTRACTOR is the PRIME CONTRACTOR assigned to perform the tasks as described in Article 4. No back-up contractor is assigned to this CONTRACT.

Modify Sub-article 4.10 to read as follows:

4.10 Retention of Records, Audit and Reports

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 CITY. These records shall be retained for a period of no less than four (4) years from the later of the following: (1) final payment made by CITY, (2) the expiration of this CONTRACT or (3) termination of this CONTRACT. The records will be subject to examination and audit by authorized CITY personnel or CITY'S representatives at any time. CONTRACTOR shall provide any reports requested by CITY regarding performance of this CONTRACT. Any subcontract entered into by CONSULTANT for work to be performed under this CONTRACT must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, CONSULTANT may, upon 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 this CONTRACT.

Modify Article 4.3 to update "CITY PROGRAM MANAGER" to "CITY PROJECT MANAGER"

Modify Article 4.4 to update "CITY PROGRAM MANAGER" to "CITY PROJECT MANAGER"

Modify Article 4.5 to update "CITY PROGRAM MANAGER" to "CITY PROJECT MANAGER"

Modify Article 4.7 to update "CITY PROGRAM MANAGER" to "CITY PROJECT MANAGER"

Modify Article 4.13 to update "CITY PROGRAM MANAGER" to "CITY PROJECT
MANAGER"

Modify Article 4.14 to update "CITY PROGRAM MANAGER" to "CITY PROJECT
MANAGER"

Modify Article 4.20.1 to update "CITY PROGRAM MANAGER" to "CITY PROJECT
MANAGER"

Modify Article 4.21 to update "CITY PROGRAM MANAGER" to "CITY PROJECT
MANAGER"

ARTICLE 5 – KEY CONTRACTOR PERSONNEL

Modify Article 5.1 and 5.2 to update "CITY PROGRAM MANAGER" to "CITY PROJECT
MANAGER"

Add Sub-article 5.4 to read as follows:

CONTRACTOR shall not use subcontractors to assist in performance of this CONTRACT without the prior written approval of the CITY. If the CITY permits the use of subcontractors, CONTRACTOR shall remain responsible for performing all aspects of this CONTRACT and paying all SUBCONTRACTORS. The CITY has the right to approve CONTRACTOR'S SUBCONTRACTORS, and the CITY reserves the right to request

replacement of any SUBCONTRACTOR. The CITY does not have any obligation to pay CONTRACTOR'S SUBCONTRACTORS, and nothing herein creates any privity of contract between the CITY and any Subcontractor. The use of SUBCONTRACTORS shall be subject to written approval of the CITY, pursuant to the provisions of Article 9.

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

Modify Article 6 to read as follows:

The CITY shall manage the entire E-WASTE Collection and Recycling Program. The CITY responsibilities shall include, but is not limited to, determining collection sites, schedules, operation hours, staffing and equipment requirements. The CITY shall have the sole authority to review and sign all legally required SHIPPING PAPERS. The CITY shall conduct safety inspections as deemed necessary. The CITY shall have the final authority in determining acceptability of waste brought to events. The CITY shall verify all legally required permits and documents and shall perform audits as deemed necessary. The CITY shall review, approve, and process all invoices submitted by the CONTRACTOR and shall process payment in an expeditious manner.

The CITY designates Yasamin Lozano as CITY PROJECT MANAGER to represent the CITY in all matters within the scope of the AGREEMENT relating to the conduct and approval of the work to be performed. Whenever the term "approval of CITY", "consult with CITY", "confer with CITY", or similar terms are used, they shall refer to the CITY

PROJECT MANAGER. The CITY PROJECT MANAGER may designate an assistant to act in her stead. The CITY may designate another CITY employee to succeed Yasamin Lozano as CITY PROJECT MANAGER. The CONTRACTOR will be notified in writing in such event.

The CITY shall furnish, without charge, facilities and resources available to the CONTRACTOR as deemed reasonably necessary and appropriate by CITY.

The CITY designates as CITY PROJECT MANAGER:

Ms. Yasamin Lozano
E-WASTE Project Manager
City of Los Angeles, LA Sanitation and Environment
Solid Resources Citywide Recycling Division
1149 S. Broadway, 5th Floor
Los Angeles, CA 90015
Phone (213) 485-3822

6.1 FACILITY AUDITS

No change to this sub-article.

ARTICLE 7 – TERM OF AGREEMENT AND TIME OF EFFECTIVENESS

No change to this article

ARTICLE 8 – TERMINATION

Modify this article to read as follows:

ARTICLE 8 - SUSPENSION AND TERMINATION

8.1 SUSPENSION

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

8.2 TERMINATION

A. Termination for Convenience

CITY may terminate this CONTRACT for CITY'S convenience at any time by providing CONTRACTOR thirty (30) days written notice. Upon receipt of the notice of termination, CONTRACTOR shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. CITY shall pay CONTRACTOR its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by CONTRACTOR to effect the termination.

Thereafter, CONTRACTOR shall have no further claims against CITY under this CONTRACT. All finished and unfinished documents and materials procured for or produced under this CONTRACT, including all intellectual property rights CITY is entitled to, shall become CITY property upon the date of the termination.

CONTRACTOR agrees to execute any documents necessary for CITY to perfect, memorialize, or record CITY'S ownership of rights provided herein.

B. Termination for Breach of Contract

1. Except as provided in Article 20, if 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, CITY may give CONTRACTOR written notice of the default. 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 CITY. Additionally, CITY'S default notice may offer CONTRACTOR an opportunity to provide CITY with a plan to cure the default, which shall be submitted to CITY within the time period allowed by CITY. At CITY'S sole discretion, CITY may accept or reject CONTRACTOR'S plan. If the default cannot be cured or if CONTRACTOR fails to cure within the period allowed by CITY, then CITY may terminate this CONTRACT due to CONTRACTOR'S breach of this CONTRACT.
2. If the default under this CONTRACT is due to CONTRACTOR'S failure to maintain the insurance required under this CONTRACT, 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 CONTRACTOR'S obligation to suspend performance of services. CONTRACTOR shall not recommence performance until CONTRACTOR is fully insured and in compliance with CITY'S requirements.
3. If a federal or state proceeding for relief of debtors is undertaken by or against CONTRACTOR, or if CONTRACTOR makes an assignment for the benefit of creditors, then CITY may immediately terminate this CONTRACT.

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

5. Acts of Moral Turpitude

- a) CONTRACTOR shall immediately notify CITY if 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 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, CITY may immediately terminate this CONTRACT.
- c) If CONTRACTOR or a Key Person is charged with or indicted for an Act of Moral Turpitude, CITY may terminate this CONTRACT after providing CONTRACTOR an opportunity to present evidence of 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 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 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 CONTRACTOR.

6. In the event CITY terminates this CONTRACT as provided in this section, CITY may procure, upon such terms and in the manner as CITY may deem appropriate, services similar in scope and level of effort to those so terminated, and CONTRACTOR shall be liable to 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 this CONTRACT under the provisions of this section, it is determined for any reason that 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 Section 8.2(A) Termination for Convenience.
8. The rights and remedies of 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.

- C. In the event that this CONTRACT is terminated, 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 9 – SUBCONTRACT APPROVAL

Modify this Article to read as follows:

All subcontracts shall require the prior approval of the CITY. A copy of all subcontracts shall be submitted to the CITY PROJECT MANAGER showing the SUBCONTRACTOR'S name and dollar amount of each subcontract. Wholly-owned subsidiaries of the CONTRACTOR shall not be considered subcontractors.

ARTICLE 10 – COMPENSATION, INVOICING, AND PAYMENT

Modify Article 10.2 to update "CITY PROGRAM MANAGER" to "CITY PROJECT MANAGER"

Modify sub-articles 10.1.4, 10.2.2, 10.2.8 and 10.5 to read as follows:

10.1.4 WASTE MANAGEMENT RATE SCHEDULE

The CONTRACTOR shall reimburse the CITY for all E-WASTE collected through this CONTRACT in accordance with Table 1 below:

TABLE 1					
	CRT MATERIALS COVERED PER SB 20	NON- COVERED CRT MATERIALS	NON-CRT CEW COVERED PER SB 20	COMPUTERS (CPU)	MISCELLANEOUS E-WASTE
CREDITS (\$) TO CITY	\$0.22/lb	\$0.00/lb	\$0.25/lb	\$0.15/lb	\$0.04/lb

10.2.2 INVOICE / REIMBURSEMENT SUBMITTAL

The CONTRACTOR shall submit all invoices and reimbursements to SANITATION to the attention of:

Ms. Yasamin Lozano

E-Waste Project Manager

City of Los Angeles, LA Sanitation and Environment

Solid Resources Citywide Recycling Division

1149 S. Broadway – 5th Floor

Los Angeles, CA 90015

In order to ensure prompt processing, indicate clearly on the outside of the envelope, the fact that the envelope contains invoices for the E-WASTE Program. The CITY may in writing, change the submittal address at any time.

10.2.8 RATE ADJUSTMENTS DUE TO CHANGES IN REGULATIONS

Modify Sub-article 10.2.8 to read as follows:

**10.2.8 RATE ADJUSTMENTS DUE TO CHANGES IN REGULATIONS AND
MARKET CONDITION**

If State and Federal regulations are changed in a manner, which may affect the rates described in ARTICLE 10, then the CITY and the CONTRACTOR shall enter into negotiations to modify the affected rates. All adjustments shall be based on evidence that the regulatory change has affected the UNIT RATE or percent markups as stated in this CONTRACT.

10.5 CITY LIMITED OBLIGATION OF PRESENT APPROPRIATION

Modify this Sub-article to read as follows:

10.5 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 this CONTRACT.

ARTICLE 11 - AMENDMENTS

No change to this article

ARTICLE 12 – INDEMNIFICATION AND INSURANCE

Modify this Article to read as follows:

12.1 INDEMNIFICATION

Except for the active negligence or willful misconduct of CITY, or any of its boards, officers, agents, employees, assigns and successors in interest, CONTRACTOR shall defend, indemnify and hold harmless 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 CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including CONTRACTOR'S employees and agents, or damage 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 CONTRACTOR, SUBCONTRACTORS, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of 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.

12.2 INSURANCE

During the term of this CONTRACT and without limiting CONTRACTOR'S obligation to indemnify, hold harmless and defend CITY, 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 C hereto). The insurance must: (1) conform to CITY'S requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit C hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. CONTRACTOR shall comply with all Insurance Contractual Requirements shown on Exhibit C hereto. Exhibit C is hereby incorporated by reference and made a part of this CONTRACT.

12.3 BONDS

All bonds required by CITY shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 et seq., as amended from time to time.

ARTICLE 13 – INDEPENDENT CONTRACTORS

No changes to this article

ARTICLE 14 – WARRANTY AND RESPONSIBILITY OF CONTRACTOR

No changes to this article

ARTICLE 15 – INTELLECTUAL PROPERTY INDEMNIFICATION

No changes to this article

ARTICLE 16 - INTELLECTUAL PROPERTY WARRANTY

No changes to this article

ARTICLE 17 OWNERSHIP AND LICENSE

Modify this Article to read as follows:

A. 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, 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 CONTRACTOR or its SUBCONTRACTORS under this CONTRACT (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of CITY for its use in any manner CITY deems appropriate. CONTRACTOR hereby assigns to 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.

CONTRACTOR further agrees to execute any documents necessary for CITY to perfect, memorialize, or record CITY'S ownership of rights provided herein.

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 CITY irreparable harm. 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 CITY from seeking or obtaining any other relief to which CITY may be entitled.

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

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

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

B. Data Protection

- 1) 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"). CONTRACTOR shall notify CITY in writing as soon as reasonably feasible, and in any event within twenty-four hours, of 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. CONTRACTOR shall begin remediation immediately. CONTRACTOR shall provide daily updates, or more frequently if required by CITY, regarding findings and actions performed by CONTRACTOR until the Data Breach or Security Incident has been effectively resolved to CITY'S satisfaction. CONTRACTOR shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with CITY. At CITY'S sole discretion, CITY and its authorized agents shall have the right to lead or participate in the investigation. CONTRACTOR shall cooperate full with CITY, its agents and law enforcement.

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

ARTICLE 18 – SUCCESSOR AND ASSIGNS

No changes to this article

ARTICLE 19 – CONTACT PERSONS - PROPER ADDRESSES – NOTIFICATION

Modify this article to read as follows:

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: Yasamin Lozano, Project Manager

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

Telephone: (213) 485-3822

E-mail: yasamin.lozano@lacity.org

To CONTRACTOR:

Contact Person: Aaron Blum

Address: 7815 N. Palm Ave., Suite 140, Fresno CA 93711

Telephone: (858) 337-7363

E-mail: ablum@eridirect.com

ARTICLE 20 – FORCE MAJEURE (EXCUSABLE DELAYS)

Modify this Article to read as follows:

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 (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 CONTRACTOR shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both CONTRACTOR and SUBCONTRACTOR, and without any fault or negligence of either of them. In such case, 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 CONTRACTOR to perform timely. As used in this CONTRACT, the term "Subcontractor" means a subcontractor at any tier.

In the event CONTRACTOR'S delay or failure to perform arises out of a Force Majeure Event, 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 21 – SEVERABILITY

No changes to this article.

ARTICLE 22 – DISPUTES

No changes to this article.

ARTICLE 23 – ENTIRE AGREEMENT

No changes to this article.

ARTICLE 24 – APPLICABLE LAW, INTERPRETATION, AND ENFORCEMENT

No changes to this article.

ARTICLE 25 – CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION

CERTIFICATE REQUIRED

Modify "CITY PROGRAM MANAGER" to "CITY PROJECT MANAGER"

ARTICLE 26 – WAIVER

No changes to this article.

ARTICLE 27 – PROHIBITION AGAINST ASSIGNMENT OR DELEGATION

No changes to this article.

ARTICLE 28 – PERMITS

No changes to this article.

ARTICLE 29 –DISCOUNTS

No changes to this article.

ARTICLE 30 - CLAIMS FOR LABOR AND MATERIALS

No changes to this article.

ARTICLE 31 – BREACH

No changes to this article.

ARTICLE 32 - MANDATORY PROVISIONS PERTAINING TO NON-DISCRIMINATION IN EMPLOYMENT

Modify this Article to read as follows:

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. 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 CITY. In performing this CONTRACT, 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 CONTRACTOR for work to be performed under this CONTRACT must include an identical provision.

ARTICLE 33 – EQUAL EMPLOYMENT PRACTICES

See Article 32.

ARTICLE 34 – AFFIRMATIVE ACTION PROGRAM

No changes to this article.

ARTICLE 35 – CHILD SUPPORT ASSIGNMENT ORDERS

No changes to this article.

ARTICLE 36 – LIVING WAGE ORDINANCE AND SERVICE CONTRACTOR WORKER RETENTION ORDINANCE

Modify this Article to read as follows:

ARTICLE 36 – LIVING WAGE ORDINANCE AND WORKER RETENTION ORDINANCE

CONTRACTOR shall comply with the Living Wage Ordinance, LAAC Section 10.37 et seq., as amended from time to time. CONTRACTOR further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by CONTRACTOR for work to be performed under this CONTRACT must include an identical provision.

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 CONTRACTOR for work to be performed under this CONTRACT must include an identical provision.

ARTICLE 37 – AMERICANS WITH DISABILITIES ACT

Modify this Article to read as follows:

ARTICLE 37 - ACCESS AND ACCOMMODATIONS

CONTRACTOR represents and certifies that:

- A. 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. 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. 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 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.

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

ARTICLE 38 – CONTRACTOR RESPONSIBILITY ORDINANCE

No changes to this article.

ARTICLE 39 – MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE SUBCONTRACTOR OUTREACH PROGRAM

No change to this article.

ARTICLE 40 – SLAVERY DISCLOSURE ORDINANCE

No changes to this article.

ARTICLE 41 – CONTRACTOR PERFORMANCE EVALUATION ORDINANCE

No changes to this article.

ARTICLE 42 – MUNICIPAL LOBBYING ORDINANCE

No changes to this article.

ARTICLE 43- FIRST SOURCE HIRING ORDINANCE

No changes to this article.

(ADD) ARTICLE 44 – LOCAL BUSINESS PREFERENCE ORDINANCE

Add the following Article 45 to read as follows:

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 CONTRACTOR for work to be performed under this CONTRACT must include an identical provision.

(ADD) ARTICLE 45- IRAN CONTRACTING ACT

Add the following Article 46 to read as follows:

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with 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."

(ADD) ARTICLE 46- RESTRICTIONS ON CAMPAIGN CONTRIBUTIONS IN CITY ELECTIONS

Add the following Article 47 to read as follows:

Unless otherwise exempt, if this CONTRACT is valued at \$100,000 or more and requires approval by an elected CITY office, 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 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.”

**(ADD) ARTICLE 47 – CONTRACTOR’S USE OF CRIMINAL HISTORY FOR
CONSIDERATION OF EMPLOYMENT APPLICATIONS**

Add the following Article 48 to read as follows:

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 CONTRACTOR for work to be performed under this CONTRACT must include an identical provision.

**ARTICLE 48 – LIMITATION OF CITY’S OBLIGATION TO MAKE PAYMENT TO
CONTRACTOR**

Add the following Article 49 to read as follows:

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 this CONTRACT.

**(ADD) ARTICLE 49 – COMPLIANCE WITH IDENTITY THEFT LAWS AND
PAYMENT CARD DATA SECURITY STANDARDS**

Add the following Article 50 to read as follows:

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. 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, CONTRACTOR shall verify proper truncation of receipts in compliance with FACTA.

(ADD) ARTICLE 50 – COMPLIANCE WITH CALIFORNIA PUBLIC RESOURCES

CODE SECTION 5164

Add the following Article 51 to read as follows:

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, 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 CITY. CONTRACTOR is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of CONTRACTOR working on premises to pass a fingerprint and background check through the California Department of Justice at 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.

(ADD) ARTICLE 51 – POSSESSORY INTERESTS TAX

Add the following Article 52 to read as follows:

Rights granted to CONTRACTOR by CITY may create a possessory interest. 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, CONTRACTOR shall pay the property tax. CONTRACTOR acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

(ADD) ARTICLE 52 – CONFIDENTIALITY

Add the following to read as follows:

All documents, information and materials provided to CONTRACTOR by CITY or developed by CONTRACTOR pursuant to this CONTRACT (collectively "Confidential Information") are confidential. 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 CITY or as required by law. CONTRACTOR shall immediately notify 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.

(ADD) ARTICLE 53 – DISCLOSURE OF BORDER WALL CONTRACTING
ORDINANCE

Add the following Article 53 to read as follows:

CONTRACTOR shall comply with Los Angeles Administrative Code Section 10.50 *et seq.*, 'Disclosure of Border Wall Contracting.' CITY may terminate this CONTRACT at any time if CITY determines that 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.

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

CITY OF LOS ANGELES

By: _____

Title: Commissioner, Board of Public Works

Date: _____

By: _____

Title: Commissioner, Board of Public Works

Date: _____

APPROVED AS TO FORM

MICHAEL N. FEUER, City Attorney

By: _____

Adena Hopenstand

Title: Deputy City Attorney

Date: _____

ATTEST:

HOLLY WOLCOTT, City Clerk

By: _____

Title: Deputy City Clerk

Date: _____

**ELECTRONIC RECYCLERS
INTERNATIONAL, INC.**

By: _____

Title: _____

Date: _____

EXHIBIT A

~~Attachment 9~~

**SCHEDULE A
DEPARTMENT OF PUBLIC WORKS
MBE/WBE/OBE
SUBCONSULTANTS INFORMATION FORM**

RFP/RFQ TNR

Proposer Electronic Recyclers Int.	Address 2860 S. First Ave. Fresno, CA. 93711
Contact Person Aaron Blum	Phone/Fax (559) 442-3960

LIST OF ALL SUBCONSULTANTS (SERVICE PROVIDERS/SUPPLIERS/ETC.)				
NAME, ADDRESS, TELEPHONE NO. OF SUBCONSULTANT	DESCRIPTION OF WORK OR SUPPLY	MBE/WBE/OBE	CALTRANS/CITY/MTA CERT. NO	DOLLAR VALUE OF SUBCONTRACT
PSC	Labor + Trans	OBE		\$300,000.00
KLX	Transportation	OBE		TBD
Nek Enterprises	Transportation	HBE	10986	\$250,000.00
JR Farms	Transportation	OBE		\$30,000.00
United Traffic Services + Supply	Safety Supplies	WBE	1321	\$40,000.00
IQ Personnel	Temp labor for collection events	HBE	10402	\$90,000.00

PERCENTAGE OF MBE/WBE PARTICIPATION			<div style="font-size: 2em; margin-bottom: 10px;">AIBE</div> <div style="font-size: 0.8em; margin-bottom: 10px;">Signature of Person Completing this Form</div> <div style="display: flex; justify-content: space-around;"> <div style="text-align: center;"> <div style="font-size: 1.2em; margin-bottom: 5px;">Co Founder</div> <div style="font-size: 0.7em; margin-bottom: 5px;">Title</div> </div> <div style="text-align: center;"> <div style="font-size: 1.2em; margin-bottom: 5px;">10/28/10</div> <div style="font-size: 0.7em; margin-bottom: 5px;">Date</div> </div> </div>
TOTAL MBE AMOUNT	\$ 340,000.00	37 %	
TOTAL WBE AMOUNT	\$ 40,000.00	4.5 %	
BASE BID AMOUNT	\$ 900,000.00		

MUST BE SUBMITTED WITH PROPOSAL

Note: a separate Schedule A must be submitted for RSM proposals (Tasks A through E) and for E-Waste proposals (Task F).

**SCHEDULE A
DEPARTMENT OF PUBLIC WORKS
MBE/WBE/OBE
SUBCONSULTANTS INFORMATION FORM**

RFP/RFQ Title

Proposer <u>Electronic Recyclers Int.</u>	Address <u>2860 S. East Ave. Fresno, CA 93711</u>
Contact Person <u>Aaron Blum</u>	Phone/Fax <u>(559) 442-3960</u>

LIST OF ALL SUBCONSULTANTS (SERVICE PROVIDERS/SUPPLIERS/ETC.)				
NAME, ADDRESS, TELEPHONE NO. OF SUBCONSULTANT	DESCRIPTION OF WORK OR SUPPLY	MBE/WBE/OBE	CALTRANS/CITY/MTA CERT. NO	DOLLAR VALUE OF SUBCONTRACT
<u>Sierra Packaging</u>	<u>Shrink Wrap</u>	<u>OBE</u>		<u>\$25,000.00</u>
<u>Allied Box Company</u>	<u>Baylord Boxes</u>	<u>OBE</u>		<u>\$ 100,000.00</u>
<u>Ansutiam (Exact Staff)</u>	<u>Temp Labor</u>	<u>OBE</u>		<u>\$ 50,000.00</u>
<u>Command Center Staffing</u>	<u>Temp Labor</u>	<u>OBE</u>		<u>TBD</u>

PERCENTAGE OF MBE/WBE PARTICIPATION		
	DOLLARS	PERCENT
TOTAL MBE AMOUNT	\$	%
TOTAL WBE AMOUNT	\$	%
BASE BID AMOUNT	\$ <u>900,000.00</u>	

Signature of Person Completing this Form

Co-Founder
 Title

10/28/16
 Date

MUST BE SUBMITTED WITH PROPOSAL

Note: a separate Schedule A must be submitted for RSM proposals (Tasks A through E) and for E-Waste proposals (Task F).

EXHIBIT B

**MBE/WBE/OBE UTILIZATION PROFILE
SCHEDULE B**

Project Title	City of L.A. E-Waste Recycling Program
Contract No:	C-123999 (First Renewal)
Consultant	
Address	7815 N. Palm Ave. Suite 140 Fresno, CA. 93711
Contact Person	Aaron Blum, Program Coordinator
Phone/Fax	
CONTRACT AMOUNT (INCLUDING AMENDMENTS)	\$500,000.00
THIS INVOICE AMOUNT	\$ 43,940.22
INVOICED TO DATE AMOUNT (INCLUDE THIS INVOICE)	\$ 2,089,032.13
INVOICE NO. / DESCRIPTION	(Description of Invoice)

MBE/WBE/OBE SUBCONTRACTORS (LIST ALL SUBS)					
NAME OF SUBCONTRACTOR	MBE/WBE /OBE	ORIGINAL SUBCONTRACT AMOUNT	AMOUNT DUE (THIS INVOICE)	INVOICED TO DATE	SCHEDULED PARTICIPATION TO DATE
IQ Personnel	MBE	\$ 318,000.00	\$ 8,256.76	\$ 689,304.01	33.0%
NELA Enterprises	MBE	\$ 250,000.00		\$ 139,044.78	6.7%
Float Enterprises Inc.	WBE	\$ 468,000.00	\$ 15,090.00	\$ 848,425.40	40.6%
PSC	OBE	\$ 300,000.00		\$ 8,361.00	0.4%
Sierra Packaging	OBE	\$ 40,000.00	\$ -	\$ 40,375.89	1.93%
Exact Staff	OBE	\$ 175,000.00	\$ 20,593.46	\$ 363,521.05	17.40%
KIX Inc.	OBE	\$ 7,500.00			0.00%
J&R Farms Trucking	OBE	\$ 30,000.00			0.00%
Allied Box Company	OBE	\$ 100,000.00			0.00%
Command Center Staffing	OBE	\$ 7,500.00			0.00%
Total Billed to Date			\$ 43,940.22	\$ 2,089,032.13	


CURRENT PERCENTAGE OF MBE/WBE PARTICIPATION				
	DOLLARS	PERCENT	PLEDGE	Signature of the Person Complete this Form
TOTAL MBE PARTICIPATION TO DATE	\$ 828,348.79	39.7%	37.00%	
TOTAL WBE PARTICIPATION TO DATE	\$ 848,425.40	40.6%	4.50%	Date: 6/29/19
TOTAL OBE PARTICIPATION TO DATE	\$ 412,257.94	19.7%	56.00%	Title: CCU

EXHIBIT C



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/22/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Winton Ireland Strom & Green License# 0598517 1100 14th Street Suite C Modesto CA 95354		CONTACT NAME: Dee Nevarez PHONE (A/C, No, Ext): (209) 529-3480 FAX (A/C, No): (209) 529-6963 E-MAIL ADDRESS: dnevarez@wisg.com	
INSURED Electronic Recyclers International, Inc. 7815 N Palm Ave, Ste 140 Fresno CA 93711		INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Indemnity Company of Connecticut NAIC # 25682 INSURER B: Travelers Property Casualty Company of America 25674 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 2019 Travelers

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			6301045N877	01/12/2019	01/12/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			8101045N877	01/12/2019	01/12/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			EX9J42285A	01/12/2019	01/12/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A		UB1N408146	06/01/2019	06/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased or Rented Contractors Equipment			6301045N877	01/12/2019	01/12/2020	ACV Limit 100,000 Deductible 5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Evidence of Coverage	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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EXHIBIT D

EBO/FSHO COMPLIANCE

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

EQUAL BENEFITS ORDINANCE COMPLIANCE AFFIDAVIT

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

SECTION 1. CONTACT INFORMATION

BAVN Company Id: 44427 EIN/TIN: 20-4642525
Company Name: Electronic Recyclers International
Company Address: 7815 N. Palm Ave. #140
City: Fresno State: CA Zip: 93711
Contact Person: Aaron Blum Phone: 559-442-3968 E-mail: ablum@eridirect.com
Approximate Number of Employees in the United States: 800
Approximate Number of Employees in the City of Los Angeles: 30

SECTION 2. EBO REQUIREMENTS

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

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

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

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

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

SECTION 3. COMPLIANCE OPTIONS

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

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

EXHIBIT E

CITY OF LOS ANGELES - DISCLOSURE ORDINANCES

This Affidavit must only be submitted once on LABAVN (www.labavn.org), but contractors are responsible for updating their Affidavit if changes occur to any information contained therein.

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

1. I, Aaron Blum am authorized to bind contractually the Company identified below

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

44427

BAVN Company Id

20-4642525

FIN/TIN

Electronic Recyclers International

Company Name

7815 N Palm Ave. #140

Street Address

Fresno

City

CA

State

93711

Zip

559-442-3968

Phone

ablum@eridirect.com

Email

3. The company came into existence in 2005 (year).

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

- ☒ The Company found no records that the Company or any of its Predecessor Companies had any Participation or Investments in, or derived Profits from, Slavery or Slaveholder Insurance Policies during the Slavery Era.
- The Company found records that the Company or its Predecessor Companies Participated or Invested in, or derived Profits from Slavery during the Slavery Era. A description of the nature of that Participation, Investment, or Profit is required and should be sent to bca.ecoe@lacity.org.
- The Company found records that the Company or its Predecessor Companies bought, sold, or derived Profits from Slaveholder Insurance Policies during the Slavery Era. A list of names of any Enslaved Persons or Slaveholders under the Policies is required and should be sent to bca.ecoe@lacity.org.

5. The Person/Company has searched its records for information relating and based on that research, the Person/Company represents that: (mark only the option(s) that apply):

- ☒ The Person/Company found no records that the Company has participated in contracts, bids, or proposals to provide goods or services for the design, construction, operation, or maintenance of a federally funded wall, fence or other barrier, including prototypes of a wall, fence or other barrier along the border between the United States and Mexico on or after March 17, 2017.
- The Person/Company found records that the Company has participated in contracts, bids, or proposals to provide goods or services for the design, construction, operation, or maintenance of a federally funded wall, fence or other barrier, including prototypes of a wall, fence or other barrier along the border between the United States and Mexico on or after March 17, 2017. A description of the nature of that participation is required and should be sent to bca.ecoe@lacity.org.

6. The Person/Company has searched its records for information relating and based on that research, the Person/Company represents that: (mark only the option(s) that apply):

- ☒ The Person found no records that the Company and its Subsidiaries, if any, have participated in contracts or sponsorships with the National Rifle Association.
- The Person found records that the Company and its Subsidiaries, if any, have participated in contracts or sponsorships with the National Rifle Association. A description of the nature of that participation is required and should be sent to bca.ecoe@lacity.org.

EXHIBIT F

LWO – SUBCONTRACTOR INFORMATION FORM

REQUIRED DOCUMENTATION FOR ALL CONTRACTS SUBJECT TO LWO

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

SECTION I: CONTRACTOR INFORMATION

- 1) Company Name: Electronic Recycling Int'l Inc Contact Person: Aaron Blum Phone Number: (559) 442-3468
- 2) Do you have subcontractors working on this City contract? ☒ Yes ☐ No
 If NO, This form is now complete – SIGN THE BOTTOM OF PAGE 2 AND SUBMIT TO THE AWARDING DEPARTMENT.
 If YES, a) **STATE** the number of your subcontractors ON THIS CITY CONTRACT: 4
 b) Fill in PART A for EACH subcontractor in Section II, continue to Section III & IV (if applicable), AND SIGN Section V.

SECTION II: SUBCONTRACTOR INFORMATION

1. Subcontractor Name: Exact Staff
2. Contact Person: Toni Kemp Phone #: (559) 438-8848
3. Address: 3833 N. Cedar Ave #102 Fresno, CA. 93726
4. Purpose of Subcontract: Temp labor for processing material
5. Amount of Subcontract: \$ 488,521.05 Term: Start Date / / End Date / /
6. Is this subcontractor exempted from or not subject to the LWO? ☐ Yes ☒ No
 If Yes, state the reason below. And see Section III for documents required.

1. Subcontractor Name: Sierra Packaging
2. Contact Person: Phone #: (559) 847-0711
3. Address: 2475 Ave 400 Kingsburg, CA. 93631
4. Purpose of Subcontract: Packaging
5. Amount of Subcontract: \$ 55,375.89 Term: Start Date / / End Date / /
6. Is this subcontractor exempted from or not subject to the LWO? ☐ Yes ☒ No
 If Yes, state the reason below. And see Section III for documents required.

1. Subcontractor Name: IQ Personnel
2. Contact Person: Phone #: (562) 648-2800
3. Address: 8039 Pointe Ave. #200 Whittier, CA. 90602
4. Purpose of Subcontract: Temp labor for collecting Events and LA sites
5. Amount of Subcontract: \$ 917,304.01 Term: Start Date / / End Date / /
6. Is this subcontractor exempted from or not subject to the LWO? ☐ Yes ☒ No
 If Yes, state the reason below. And see Section III for documents required.

SECTION II: SUBCONTRACTOR INFORMATION (continued)

1. Subcontractor Name: Fleet Enterprises

2. Contact Person: _____ Phone #: (323) 620-5447

3. Address: 930 Colorado Blvd. Bldg #2

4. Purpose of Subcontract: Transportation Services

5. Amount of Subcontract: \$1,316,425.40 Term: Start Date ____/____/____ End Date ____/____/____

6. Is this subcontract exempted from or not subject to the LWO? ☐ Yes ☒ No
If Yes, state the reason below. And see Section III for documents required.

1. Subcontractor Name: _____

2. Contact Person: _____ Phone #: _____

3. Address: _____

4. Purpose of Subcontract: _____

5. Amount of Subcontract: \$ _____ Term: Start Date ____/____/____ End Date ____/____/____

6. Is this subcontract exempted from or not subject to the LWO? ☐ Yes ☐ No
If Yes, state the reason below. And see Section III for documents required.

SECTION III: EXEMPTIONS or SUBCONTRACTS NOT SUBJECT TO LWO

EXEMPTION OR NON-COVERAGES	SUPPORTING DOCUMENTATION REQUIRED
501(c)(3) non-profit organization ¹	LW 28 – 501(c)(3) Non-Profit Exemption Application https://bca.lacity.org/Uploads/TwoTemplate_LW%2028%20-%20501c3%20Nonprofit%20Exemption%20Application.pdf
Collective bargaining agreement w/supersession language ²	LW 10 – OCC Exemption Application https://bca.lacity.org/Uploads/TwoTemplate_LW%2010%20-%20OCC%20Exemption%20Application%20dated%203.20.18.pdf
Small Business ³	LW 26 – Small Business Exemption Application (English & Spanish) https://bca.lacity.org/Uploads/TwoTemplate_LW%2026%20-%20Small%20Business%20Exemption%20Application%20dated%203.20.18.pdf
Governmental Entity ⁴ or Utilities Companies ⁵	NONE REQUIRED.
Construction contract ⁶	NONE REQUIRED.

SECTION IV: SUBCONTRACTS SUBJECT TO THE LWO (AND NOT ELIGIBLE FOR EXEMPTIONS)

Please have EACH of your Subcontractors that ARE SUBJECT to the LWO fill out the three forms below. Submit LW-6 and LW-18 ONLY to the Awarding Department (and supporting documentation, where applicable) and RETAIN LW-5 in your office.

- | | |
|--|--|
| 1) Employee Information Form | LW-6 – https://bca.lacity.org/Uploads/TwoTemplate_LW%206%20-%20Employee%20Information%20Form%20dated%203.20.18.pdf |
| 2) Subcontractor Information Form | LW-18 – https://bca.lacity.org/Uploads/TwoTemplate_LW18_Subcontractor_Information_Form.pdf |
| 3) Subcontractor Declaration of Compliance Form (retain) | LW-5 – https://bca.lacity.org/Uploads/TwoTemplate_LW%205%20-%20CC%20rev%206-18-2018.pdf |

SECTION V: SIGNATURE

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

Aaron Blum _____
Print Name of Person Completing This Form Signature of Person Completing This Form

CWO _____
Title Phone # (555) 442-3968 Date 10/2/19

AWARDING DEPARTMENT USE ONLY:

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

LWO – EMPLOYEE INFORMATION FORM

REQUIRED DOCUMENTATION FOR ALL CONTRACTS SUBJECT TO LWO

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

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

- As of July 1, 2019 a wage of at least \$14.25 per hour with an additional \$1.25/hr for employees without health benefits, or \$14.25 per hour for employees with health benefits (to be adjusted annually on July 1);
- At least 96 compensated hours off per year for sick leave, vacation or personal necessity at the employee's request (pro-rated for part-time employees); and
- At least 80 additional hours off per year of uncompensated time off for personal or immediate family illness (pro-rated for part-time employees). Refer to the LWO Rules and Regulations, available on the Bureau of Contract Administration website at <http://bca.lacity.org/living-wages-ordinance-lwo>, for details regarding the wage and benefit requirements of the Ordinance; and
- Information of their possible right to the federal Earned Income Tax Credit (EITC) and make available the forms required to secure advance EITC payments from the employer.

THE LIVING WAGE ORDINANCE (LWO) ALSO REQUIRES EMPLOYERS:

- Not to retaliate against any employee claiming non-compliance with the provisions of this Ordinance and to comply with federal law prohibiting retaliation for union organizing.

TO BE FILLED OUT BY THE CONTRACTOR:

1. Company Name: Electronic Recyclers International, Inc Email Address: ahumacridict.com
2. STATE the number of employees working ON THIS CITY CONTRACT: 15
3. ATTACH a copy of your company's 1 st PAYROLL under THIS CITY CONTRACT.
4. Do you provide health benefits (such as medical, dental, vision, mental health, and disability insurance) to your employees? ☒ Yes ☐ No
 If YES, provide the employer's monthly contribution amount(s) toward the health benefits premium(s) for each employee working on THIS CITY CONTRACT.

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

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

Aaron Blum
 Print Name of Person Completing this Form

[Signature]
 Signature of Person Completing this Form

CEO
 Title

(559) 442-3963
 Phone #

10/2/19
 Date

AWARDING DEPARTMENT USE ONLY:

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

LWO – SUBCONTRACTOR DECLARATION OF COMPLIANCE FORM **REQUIRED DOCUMENTATION FOR ALL SUBCONTRACTS SUBJECT TO LWO**

This form must be signed within 90 DAYS of the execution of the subcontract and **RETAINED by the **PRIME CONTRACTOR**.**

TO BE FILLED OUT BY THE PRIME CONTRACTOR:

1. Company Name: Electronic Reynolds International, Inc. Phone #: (559) 442-3967
 2. Company Address: 7815 N. Palm Ave #140 Fresno, CA 93711
 3. Awarding Department: Department of Public Works, Bureau of Sanitation
 4. Project Name: E-Waste Transportation and Processing

IF A SUBCONTRACTOR FAILS TO COMPLETE AND SUBMIT THIS FORM TO PRIME CONTRACTOR ON THE CITY CONTRACT, THE PRIME CONTRACTOR MAY BE DEEMED TO BE IN VIOLATION OF THE LIVING WAGE ORDINANCE (LWO) FOR FAILING TO ENSURE ITS SUBCONTRACTOR'S COMPLIANCE WITH THE ORDINANCE. THIS MAY RESULT IN WITHHOLDING OF PAYMENTS DUE TO THE PRIME CONTRACTOR, OR TERMINATION OF THE PRIME CONTRACTOR'S AGREEMENT WITH THE CITY.

THE PRIME CONTRACTOR MUST INFORM THEIR SUBCONTRACTORS OF THE FOLLOWING:

THE LIVING WAGE ORDINANCE REQUIRES:

That a subcontractor (including a sublessee, a sublicensee, or a service contractor to a City financial assistance recipient) that works on or under the authority of an agreement subject to the LWO must comply with all applicable provisions of the Ordinance unless specifically approved for an exemption.

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

- Effective July 1, 2019 a wage of at least \$14.25 per hour plus an additional \$1.25/hr for Employees without health benefits, or \$13.25 per hour for Employees with health benefits (to be adjusted annually on July 1);
- At least 96 compensated hours off per year for sick leave, vacation or personal necessity at the employee's request (pro-rated for part-time employees);
- At least 80 additional hours off per year of uncompensated time off for personal or immediate family illness (pro-rated for part-time employees). Refer to the LWO Rules and Regulations, available on the Bureau of Contract Administration website at <http://bca.lacity.org/index.cfm>, for details regarding the wage and benefit requirements of the Ordinance; and
- Information of their possible right to the federal Earned Income Tax Credit (EITC) and make available the forms required to secure advance EITC payments from the employer.

THE LIVING WAGE ORDINANCE ALSO REQUIRES EMPLOYERS:

- To permit access to work sites for authorized City representatives to review the operation, payroll and related documents, and to provide certified copies of the relevant records upon request by the City.
- Not to retaliate against any employee claiming non-compliance with the provisions of these Ordinances and to comply with federal law prohibiting retaliation for union organizing.

TO BE FILLED OUT BY THE SUBCONTRACTOR:

1. Company Name: Exact Staff Company Phone Number: 818 398-1100
 2. Company Address: 21031 Ventura Blvd #501 Woodland Hills CA 91364
 3. Type of Service Provided by Subcontractor to Prime: Temp Labor

4. Amount of Subcontract: \$488,321.05 Subcontract Start Date: 10/3/2006 End Date: Present

By signing this Declaration of Compliance, the subcontractor certifies that it will comply with all applicable provisions of the LWO, and its implementing Rules and Regulations, including any amendments or revisions to the Ordinances and Regulations.

Print Name of Person Completing this Form

Title

Toni KEMP
Manager

Signature of Person Completing this Form

Phone #

Date

Toni KEMP
559 438 8848 10-2-19

LWO - SUBCONTRACTOR DECLARATION OF COMPLIANCE FORM **REQUIRED DOCUMENTATION FOR ALL SUBCONTRACTS SUBJECT TO LWO**

This form must be signed within 90 DAYS of the execution of the subcontract and RETAINED by the PRIME CONTRACTOR.

TO BE FILLED OUT BY THE PRIME CONTRACTOR:

1. Company Name: Electronic Recycling International, Inc. Phone #: (559) 442-3967
2. Company Address: 7815 N. Palm Ave. #410 Fresno, CA 93711
3. Awarding Department: Department of Public Works, Bureau of Sanitation
4. Project Name: E-Waste Transportation and Recycling

IF A SUBCONTRACTOR FAILS TO COMPLETE AND SUBMIT THIS FORM TO PRIME CONTRACTOR ON THE CITY CONTRACT, THE PRIME CONTRACTOR MAY BE DEEMED TO BE IN VIOLATION OF THE LIVING WAGE ORDINANCE (LWO) FOR FAILING TO ENSURE ITS SUBCONTRACTOR'S COMPLIANCE WITH THE ORDINANCE. THIS MAY RESULT IN WITHHOLDING OF PAYMENTS DUE TO THE PRIME CONTRACTOR, OR TERMINATION OF THE PRIME CONTRACTOR'S AGREEMENT WITH THE CITY.

THE PRIME CONTRACTOR MUST INFORM THEIR SUBCONTRACTORS OF THE FOLLOWING:

THE LIVING WAGE ORDINANCE REQUIRES:

That a subcontractor (including a sublessee, a sublicensee, or a service contractor to a City financial assistance recipient) that works on or under the authority of an agreement subject to the LWO must comply with all applicable provisions of the Ordinance unless specifically approved for an exemption.

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

- Effective July 1, 2019 a wage of at least \$14.25 per hour plus an additional \$1.25/hr for Employees without health benefits, or \$13.26 per hour for Employees with health benefits (to be adjusted annually on July 1);
- At least 96 compensated hours off per year for sick leave, vacation or personal necessity at the employee's request (pro-rated for part-time employees);
- At least 80 additional hours off per year of uncompensated time off for personal or immediate family illness (pro-rated for part-time employees). Refer to the LWO Rules and Regulations, available on the Bureau of Contract Administration website at <http://bca.fcity.org/index.cfm>, for details regarding the wage and benefit requirements of the Ordinance; and
- Information of their possible right to the federal Earned Income Tax Credit (EITC) and make available the forms required to secure advance EITC payments from the employer.

THE LIVING WAGE ORDINANCE ALSO REQUIRES EMPLOYERS:

- To permit access to work sites for authorized City representatives to review the operation, payroll and related documents, and to provide certified copies of the relevant records upon request by the City.
- Not to retaliate against any employee claiming non-compliance with the provisions of these Ordinances and to comply with federal law prohibiting retaliation for union organizing.

TO BE FILLED OUT BY THE SUBCONTRACTOR:

1. Company Name: IQ Resource Company Phone Number: 562-698-2800
2. Company Address: _____
3. Type of Service Provided by Subcontractor to Prime: Temp Labor For Collection Events + LA Jitters

4. Amount of Subcontract: \$917,304.01 Subcontract Start Date: 1/1/19 End Date: 1/1/19

By signing this Declaration of Compliance, the subcontractor certifies that it will comply with all applicable provisions of the LWO, and its implementing Rules and Regulations, including any amendments or revisions to the Ordinances and Regulations.

Anthony Sales
 Print Name of Person Completing this Form
President
 Title

Anthony Sales
 Signature of Person Completing this Form
(562) 698-2800 10/3/19
 Phone # Date

LWO – SUBCONTRACTOR DECLARATION OF COMPLIANCE FORM **REQUIRED DOCUMENTATION FOR ALL SUBCONTRACTS SUBJECT TO LWO**

This form must be signed within 90 DAYS of the execution of the subcontract and RETAINED by the PRIME CONTRACTOR.

TO BE FILLED OUT BY THE PRIME CONTRACTOR

1. Company Name: Electronic Recyclers International, Inc. Phone #: (559) 442-3967
2. Company Address: 7815 N. Palm Ave #140 Fresno, CA 93711
3. Awarding Department: Department of Public Works, Bureau of Sanitation
4. Project Name: E-Waste Transportation and Processing

IF A SUBCONTRACTOR FAILS TO COMPLETE AND SUBMIT THIS FORM TO PRIME CONTRACTOR ON THE CITY CONTRACT, THE PRIME CONTRACTOR MAY BE DEEMED TO BE IN VIOLATION OF THE LIVING WAGE ORDINANCE (LWO) FOR FAILING TO ENSURE ITS SUBCONTRACTOR'S COMPLIANCE WITH THE ORDINANCE. THIS MAY RESULT IN WITHHOLDING OF PAYMENTS DUE TO THE PRIME CONTRACTOR, OR TERMINATION OF THE PRIME CONTRACTOR'S AGREEMENT WITH THE CITY.

THE PRIME CONTRACTOR MUST INFORM THEIR SUBCONTRACTORS OF THE FOLLOWING:

THE LIVING WAGE ORDINANCE REQUIRES:

That a subcontractor (including a sublessee, a sublicensee, or a service contractor to a City financial assistance recipient) that works on or under the authority of an agreement subject to the LWO must comply with all applicable provisions of the Ordinance unless specifically approved for an exemption.

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

- Effective July 1, 2019 a wage of at least \$14.25 per hour plus an additional \$1.25/hr for Employees without health benefits, or \$13.25 per hour for Employees with health benefits (to be adjusted annually on July 1);
- At least 96 compensated hours off per year for sick leave, vacation or personal necessity at the employee's request (pro-rated for part-time employees);
- At least 80 additional hours off per year of uncompensated time off for personal or immediate family illness (pro-rated for part-time employees). Refer to the LWO Rules and Regulations, available on the Bureau of Contract Administration website at <http://bca.lacity.org/index.cfm>, for details regarding the wage and benefit requirements of the Ordinance; and
- Information of their possible right to the federal Earned Income Tax Credit (EITC) and make available the forms required to secure advance EITC payments from the employer.

THE LIVING WAGE ORDINANCE ALSO REQUIRES EMPLOYERS:

- To permit access to work sites for authorized City representatives to review the operation, payroll and related documents, and to provide certified copies of the relevant records upon request by the City.
- Not to retaliate against any employee claiming non-compliance with the provisions of these Ordinances and to comply with federal law prohibiting retaliation for union organizing.

TO BE FILLED OUT BY THE SUBCONTRACTOR

1. Company Name: Sierra Packaging Company Phone Number: 559-897-0711
2. Company Address: 2475 Avenue 400, Kingsburg, CA 93631
3. Type of Service Provided by Subcontractor to Prime: Packaging Material
4. Amount of Subcontract: \$55,375.39 Subcontract Start Date: / / End Date: / /

By signing this Declaration of Compliance, the subcontractor certifies that it will comply with all applicable provisions of the LWO, and its implementing Rules and Regulations, including any amendments or revisions to the Ordinances and Regulations.

Tiffany Ulrich

Print Name of Person Completing this Form

Corporate Secretary

Title

Signature of Person Completing this Form

559-897-0711

Phone #

10/1/2019

Date

LWO – SUBCONTRACTOR DECLARATION OF COMPLIANCE FORM **REQUIRED DOCUMENTATION FOR ALL SUBCONTRACTS SUBJECT TO LWO**

This form must be signed within 90 DAYS of the execution of the subcontract and RETAINED by the PRIME CONTRACTOR.

TO BE FILLED OUT BY THE PRIME CONTRACTOR:

1. Company Name: Electronic Reynolds Interactions, Inc. Phone #: (559) 442-3967
 2. Company Address: 7815 N. Palm Ave #140 Fresno, CA 93711
 3. Awarding Department: Department of Public Works, Bureau of Sanitation
 4. Project Name: E-Waste Transportation and Recycling

IF A SUBCONTRACTOR FAILS TO COMPLETE AND SUBMIT THIS FORM TO PRIME CONTRACTOR ON THE CITY CONTRACT, THE PRIME CONTRACTOR MAY BE DEEMED TO BE IN VIOLATION OF THE LIVING WAGE ORDINANCE (LWO) FOR FAILING TO ENSURE ITS SUBCONTRACTOR'S COMPLIANCE WITH THE ORDINANCE. THIS MAY RESULT IN WITHHOLDING OF PAYMENTS DUE TO THE PRIME CONTRACTOR, OR TERMINATION OF THE PRIME CONTRACTOR'S AGREEMENT WITH THE CITY.

THE PRIME CONTRACTOR MUST INFORM THEIR SUBCONTRACTORS OF THE FOLLOWING:

THE LIVING WAGE ORDINANCE REQUIRES:

That a subcontractor (including a sublessee, a sublicensee, or a service contractor to a City financial assistance recipient) that works on or under the authority of an agreement subject to the LWO must comply with all applicable provisions of the Ordinance unless specifically approved for an exemption.

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

- Effective July 1, 2019 a wage of at least \$14.25 per hour plus an additional \$1.25/hr for Employees without health benefits, or \$13.25 per hour for Employees with health benefits (to be adjusted annually on July 1);
- At least 96 compensated hours off per year for sick leave, vacation or personal necessity at the employee's request (pro-rated for part-time employees);
- At least 80 additional hours off per year of uncompensated time off for personal or immediate family illness (pro-rated for part-time employees). Refer to the LWO Rules and Regulations, available on the Bureau of Contract Administration website at <http://bca.lacity.org/index.cfm>, for details regarding the wage and benefit requirements of the Ordinance; and
- Information of their possible right to the federal Earned Income Tax Credit (EITC) and make available the forms required to secure advance EITC payments from the employer.

THE LIVING WAGE ORDINANCE ALSO REQUIRES EMPLOYERS:

- To permit access to work sites for authorized City representatives to review the operation, payroll and related documents, and to provide certified copies of the relevant records upon request by the City.
- Not to retaliate against any employee claiming non-compliance with the provisions of these Ordinances and to comply with federal law prohibiting retaliation for union organizing.

TO BE FILLED OUT BY THE SUBCONTRACTOR:

1. Company Name: Fleet Enterprises, Inc. Company Phone Number: 323-620-5497
 2. Company Address: 930 Colorado Blvd, Bldg 2, Los Angeles, CA 90041
 3. Type of Service Provided by Subcontractor to Prime: Transportation Services

4. Amount of Subcontract: \$1,316,425.40 Subcontract Start Date: 1/1/19 End Date: 1/1/19

By signing this Declaration of Compliance, the subcontractor certifies that it will comply with all applicable provisions of the LWO, and its implementing Rules and Regulations, including any amendments or revisions to the Ordinances and Regulations.

Sofia Sawitz
 Print Name of Person Completing this Form
President
 Title

Sawitz
 Signature of Person Completing this Form
323-620-5497 10-3-19
 Phone # Date

EXHIBIT G

**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.

Electronic Recyclers International, Inc. | 7815 N. Palm Ave. #140 Fresno, CA. 93711 / (559) 442-3058
Company Name, Address and Phone Number

 10/2/19
Signature of Officer or Authorized Representative Date

Aaron Blum | Chief Compliance Officer
Print Name and Title of Officer or Authorized Representative

Department of Public Works E-Work Licensing + Transportation
Awarding City Department Contract Number

CITY OF LOS ANGELES RESPONSIBILITY QUESTIONNAIRE

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

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

A. CONTACT INFORMATION

CITY DEPARTMENT INFORMATION

Department of Public Works Yasir Lozano (213) 485-3822
City Department/Division Awarding Contract City Contact Person Phone
E-Waste Transportation + Processing
City Bid or Contract Number (if applicable) and Project Title

BIDDER/CONTRACTOR INFORMATION

Electronic Recycling International, Inc.
Bidder/Proposer Business Name
7815 N. Palm Ave. #140 Pasadena CA 93711
Street Address City State Zip
Adam Blum / CEO (559) 442-3968 (559) 442-3881
Contact Person, Title Phone Fax

TYPE OF SUBMISSION:

The Questionnaire being submitted is:

☒ An initial submission of a completed Questionnaire.

☐ An update of a prior Questionnaire dated ____/____/____.

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

Adam Blum / CEO [Signature] 10/2/19
Print Name, Title Signature Date

TOTAL NUMBER OF PAGES SUBMITTED, INCLUDING ALL ATTACHMENTS: 1

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: 5 / 1 / 2006 State of incorporation: Delaware

List the corporation's current officers.

President: John Shegerian

Vice President: —

Secretary: Linda Ramos

Treasurer: Tammy Shegerian

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

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

☐ **Limited Liability Company:** Date of formation: ____/____/____ State of formation: ____
List members who own 5% or more of the company. Use Attachment A if more space is needed.

☐ **Partnership:** Date formed: ____/____/____ State of formation: ____
List all partners in your firm. Use Attachment A if more space is needed.

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

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

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

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

C. OWNERSHIP AND NAME CHANGES

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

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

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

D. FINANCIAL RESOURCES AND RESPONSIBILITY

5. Is your firm now, or has it ever been at any time in the last five years, the debtor in a bankruptcy case?

☐ Yes ☒ No

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

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

☐ Yes ☒ No

If Yes, explain the circumstances on Attachment B.

E. PERFORMANCE HISTORY

7. How many years has your firm been in business? 15 Years.

8. Has your firm ever held any contracts with the City of Los Angeles or any of its departments?

☒ Yes ☐ No

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

9. List on Attachment B all contracts your firm has had with any private or governmental entity (other than the City of Los Angeles) over the last five years that are similar to the work to be performed on the contract for which you are bidding or proposing. For each contract listed in response to this question, include: (a) entity name; (b) purpose of contract; (c) total cost; (d) starting date; and (e) ending date.

☐ Check the box if you have not had any similar contracts in the last five years

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

☐ Yes ☒ No

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

11. In the past five years, has your firm used any subcontractor to perform work on a government contract when you knew that the subcontractor had been debarred by a governmental entity?

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

F. DISPUTES

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

(a) Payment to subcontractors?

☐ Yes ☒ No

(b) Work performance on a contract?

☐ Yes ☒ No

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

G. COMPLIANCE

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

SERVICE

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

☐ Yes ☒ No

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

H. BUSINESS INTEGRITY

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

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

CERTIFICATION UNDER PENALTY OF PERJURY

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

Aaron Blum / CEO
Print Name, Title


Signature

10/2/15
Date

ATTACHMENT B FOR SECTIONS D THROUGH H

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

Page 1

Department of Public Works
Bureau of Sanitation
E-Waste Transportation + Processing
\$500,000
2010 - Present

EXHIBIT H



CITY OF LOS ANGELES
Office of Finance
P.O. Box 53200
Los Angeles CA 90053-0200

OFFICE OF FINANCE

Fax: 213 978 1548

Sep 22 2010 11:25am P001/002

ELECTRONIC RECYCLERS OF AMERICA

ELECTRONIC RECYCLERS

LINDA L RAMOS

POST OFFICE BOX #2428

FRESNO, CA 93745-2428

2860 S EAST AVENUE

FRESNO, CA 93725-1909

THIS CERTIFICATE MUST BE POSTED AT PLACE OF BUSINESS
CITY OF LOS ANGELES TAX REGISTRATION CERTIFICATE
THIS CERTIFICATE IS GOOD UNTIL SUSPENDED OR CANCELLED

ACCOUNT NO.	FUND/CLASS	DESCRIPTION	ISSUED	STARTED	STATUS
0902261044-0001-7	LD49	Professions/Occupations	09/22/2010	01/01/2007	Active
COPY					
ELECTRONIC RECYCLERS OF AMERICA ELECTRONIC RECYCLERS LINDA L RAMOS 2860 S EAST AVENUE FRESNO, CA 93725-1909 POST OFFICE BOX #2428 FRESNO, CA 93745-2428					
ISSUED BY: <i>[Signature]</i> DIRECTOR OF FINANCE					

NOTIFY THE OFFICE OF FINANCE IN WRITING OF ANY CHANGE IN OWNERSHIP OR ADDRESS: Office of Finance P.O. Box 53200 Los Angeles CA 90053-0200
IMPORTANT - READ REVERSE SIDE

EXHIBIT I

Los Angeles Residence Information

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: Electronic Recycles International, Inc.

I. Corporate or Main Office Address:

7815 N. Palm Ave #140

Fresno, CA 93711

II Total Number of Employees in Organization: 300

Number and Percentage of Employees in Organization who are Los Angeles City Residents:

2 and 1 %

EXHIBIT J

Non-Collusion Affidavit

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

I, Arnon Blum, depose and say that I am

Co-Founder / Chief Compliance Officer of Electronic Recyclers International
("President", "Vice President", etc.) (Name and Address of Organization)

who submits this proposal to the City of Los Angeles Personnel Department, 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: 10/24/2012 at Fresno, CA
(Month, Day, Year) (City, State)

(Corporate Seal)

I certify or declare under penalty of perjury that the foregoing is correct

ARL
(Signature)

EXHIBIT K

CITY OF LOS ANGELES CONTRACT HISTORY

The City Council passed a resolution on July 21, 1998 requiring that all proposed vendors supply in their proposal or bid, a list of all City of Los Angeles contracts held by the bidder or any affiliated entity during the preceding 10 years. Use the space below to list all such contracts. Include the dates of the contract, the services or goods provided, the amount of the contract, and the contract number. If the bidder or any affiliated entity has held no City of Los Angeles contracts during the preceding 10 years, state so in the space below. Use the back of the page and additional pages as needed.

Department of Public Works
Bureau of Sanitation
E-Waste Processing & Transportation
2010 - Ongoing
Amount - \$500,000.00

Electronic Recyclers Int., Inc
Name of Organization

Anna Blum
Print Name

10/2/18
Date


Signature

CEO
Title

EXHIBIT L



City Ethics Commission
200 N Spring Street
City Hall — 24th Floor
Los Angeles, CA 90012
Mail Stop 129
(213) 978-1960

Bidder Certification CEC Form 50

This form must be submitted to the awarding authority with your bid
or proposal for the contract noted below. Please write legibly.

☒ Original filing ☐ Amended filing (original signed on _____; last amendment signed on _____)

Bld/Contract/BAVN Number:

E-Proc Trans + Processing

Awarding Authority (Department):

Department of Public Works

Name of Bidder:

Electronic Recycles International, Inc.

Phone:

(559) 442-3968

Address:

7815 N. Palm Ave #140 Fresno, CA. 93711

Email:

abum@evindia.com

CERTIFICATION

I certify the following on my own behalf or on behalf of the entity named above, which I am authorized to represent:

- A. I am a person or entity that is applying for a contract with the City of Los Angeles.
- B. The contract for which I am applying is an agreement for one of the following:
1. The performance of work or service to the City or the public;
 2. The provision of goods, equipment, materials, or supplies;
 3. Receipt of a grant of City financial assistance for economic development or job growth, as further described in Los Angeles Administrative Code § 10.40.1(h); or
 4. A public lease or license of City property where both of the following apply, as further described in Los Angeles Administrative Code § 10.37.1(l):
 - a. I provide services on the City property through employees, sublessees, sublicensees, contractors, or subcontractors, and those services:
 - i. Are provided on premises that are visited frequently by substantial numbers of the public; or
 - ii. Could be provided by City employees if the awarding authority had the resources; or
 - iii. Further the proprietary interests of the City, as determined in writing by the awarding authority.
 - b. I am not eligible for exemption from the City's living wage ordinance, as eligibility is described in Los Angeles Administrative Code § 10.37.1(l)(b).
- C. The value and duration of the contract for which I am applying is one of the following:
1. For goods or services contracts—a value of more than \$25,000 and a term of at least three months;
 2. For financial assistance contracts—a value of at least \$100,000 and a term of any duration; or
 3. For construction contracts, public leases, or licenses—any value and duration.
- D. I acknowledge and agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if I qualify as a lobbying entity under Los Angeles Municipal Code § 48.02.

I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information in this form is true and complete.

Date: 10/3/19

Signature:

Name: Adam Blum

Title: CEO

EXHIBIT M

IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

(California Public Contract Code Sections 2200-2206)

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.


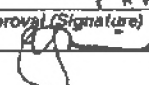
The bidder shall certify that at the time of submitting a bid for new contract or renewal of an existing contract, the bidder is not identified on the DGS list of ineligible businesses or persons and that the bidder is not engaged in investment activities in Iran in violation of the Iran Contracting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

Vendor Name/Financial Institution (printed) Electronics Recycling International, Inc.		BTRC (or n/a)
By (Authorized Signature) 		
Print Name and Title of Person Signing Aaron Blum / Chief Compliance Officer		
Date Executed 7/16/19	City Approval (Signature) 	(Print Name) YASAMIN LOZANO

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)

EXHIBIT N

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

Proposer Electronic Recyclers International, Inc.	Address 7815 N. Palm Ave. #140 Fresno, CA. 93711
Contact Person Aaron Blum	Phone/Fax (P) 559-442-3968 (F) 559-442-3999

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
Float Enterprises 930 Colorado Blvd. Bldg. 2 Los Angeles, CA. 90041 323-620-5497	Transportation Services	WBE		\$1,316,425.40
IQ Personnel 8039 Painter Ave. #200 Whittier, CA. 90602 562-698-2800	Temp Labor for collection events and LA Sites	MBE		\$917,304.01
Sierra Packaging 2475 Ave. 400 Kingsburgh, CA. 93631 559-897-0711	Packaging	OBE		\$55,375.89
Exact Staff 3833 N. Cedar Ave. #102 Fresno, CA. 93726 559-438-8848	Temp labor for processing material	OBE		\$488,521.05
PSC 1411 W. Gaylord St. Long Beach, CA 90813	Labor	OBE		\$8,361.00

EXHIBIT O



Ethics Commission
200 N Spring Street
City Hall — 24th Floor
Los Angeles, CA 90012
(213) 978-1960
ethics.lacity.org

Prohibited Contributors (Bidders) Form 55

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.

☐ Original filing ☒ Amended filing (original signed on 06/03/14; last amendment signed on _____)

Reference Number (bid or contract number, if applicable):

C-123999

Date Bid Submitted:

Description of Contract (title of RFP and services to be provided):

Collection and Recycling of Electronic Waste

City Department Awarding the Contract:

Department of Public Works

BIDDER INFORMATION

Name: Electronic Recyclers International, Inc.

Address: 7815 N. Palm Ave. #140 Fresno, CA 93711

Email: ablum@electronicrecyclers.com

Phone: 559-442-3968

SCHEDULE SUMMARY

Please complete all three of the following:

1. SCHEDULE A — Bidder's Principals (check one)

- ☐ The bidder is the individual listed above and has no other principals (Schedule A is not required).
- ☒ The bidder is the individual listed above or an entity and has other principals, who are listed on the attached Schedule A pages.

2. SCHEDULE B — Subcontractors and Their Principals (check one)

- ☐ The bidder has no subcontractors on this bid or proposal whose subcontracts are worth \$100,000 or more (Schedule B is not required).
- ☒ The bidder has one or more subcontractors on this bid or proposal with subcontracts worth \$100,000 or more, and those subcontractors and their principals are listed on the attached Schedule B pages.

3. TOTAL NUMBER OF PAGES SUBMITTED (including this cover page): 5

BIDDER'S CERTIFICATION

I certify that I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter section 470(c)(12) and any related ordinances. I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information provided on this form and the attached pages is true and complete to the best of my knowledge and belief.

Date: 08/26/2019

Signature: 

Name:

Aaron Blum

Title:

Chief Compliance Officer



Ethics Commission
200 N Spring Street
City Hall — 24th Floor
Los Angeles, CA 90012
(213) 978-1960
ethics.lacity.org

Prohibited Contributors (Bidders) Form 55

SCHEDULE B — SUBCONTRACTORS AND THEIR PRINCIPALS

Please identify all subcontractors whose subcontracts are worth \$100,000 or more. Separate Schedule B pages are required for each subcontractor who meets that threshold.

Subcontractor: IQ Personnel

Address: 8039 Painter Ave. #200 Whittier, CA. 90602

Check one of the following:

- ☐ The subcontractor listed above is an individual and has no other principals.
- ☒ The subcontractor listed above is an individual or an entity and has principals, and their names and titles are identified below (attach additional sheets if necessary). Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.

☐ Check this box if additional Schedule B pages are attached.

Name: Anthony Salas Title: President

Address: 8039 Painter Ave. #200 Whittier, CA. 90602

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

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Address: _____

Name: _____ Title: _____

Address: _____

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SCHEDULE B — SUBCONTRACTORS AND THEIR PRINCIPALS

Please identify all subcontractors whose subcontracts are worth \$100,000 or more. Separate Schedule B pages are required for each subcontractor who meets that threshold.

Subcontractor: Exact Staff

Address: 3833 N. Cedar Ave. #102 Fresno, CA. 93726

Check one of the following:

- ☐ The subcontractor listed above is an individual and has no other principals.
- ☒ The subcontractor listed above is an individual or an entity and has principals, and their names and titles are identified below (attach additional sheets if necessary). Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.

☐ Check this box if additional Schedule B pages are attached.

Name: Karenjo Goodwin

Title: Founder and President

Address: 3833 N. Cedar Ave. #102 Fresno, CA. 93726

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

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