

CONTRACT NO. C- _____

SERVICE AGREEMENT

BETWEEN

THE CITY OF LOS ANGELES

AND

SIMS RECYCLING SOLUTIONS

(BACK UP CONTRACTOR)

FOR

E-WASTE TRANSPORTATION

AND

PROCESSING PROGRAM

City of Los Angeles
Department of Public Works
Bureau of Sanitation
Solid Resources Citywide Recycling Division

E-WASTE TRANSPORTATION
AND
PROCESSING PROGRAM

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SERVICE AGREEMENT BETWEEN THE CITY OF LOS ANGELES AND
SIMS RECYCLING SOLUTIONS (BACK UP CONTRACTOR)
FOR E-WASTE TRANSPORTATION AND PROCESSING PROGRAM

This CONTRACT, made and entered into by and between the City of Los Angeles, Bureau of Sanitation, Department of Public Works, a Municipal Corporation acting by order of and through its Board of Public Works, hereinafter called the "CITY", and "Sims Recycling Solutions", hereinafter referred to as the "CONTRACTOR", or the "BACK UP 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 CITY's Electronic Waste Transportation and Processing (E-WASTE) program, permanent facilities, Sanitation 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 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 the Bureau of Sanitation 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, the Bureau of Sanitation received six proposals in response to the RFP; and

WHEREAS, Electronic Recyclers International, Inc. and Sims Recycling Solutions were deemed the most qualified proposers 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 Electronic Recyclers International, Inc. as a PRIME CONTRACTOR and Sims Recycling Solutions as a BACK UP 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);

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

All titles, subtitles, and/or section headings appearing herein have been inserted for convenience and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning, intent or construction of any of the terms or provisions hereof. The language of this CONTRACT shall be construed according to its fair meaning and not

strictly for or against the CITY or the CONTRACTOR. The singular shall include the plural; use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used. The terms "include" and "including" do not exclude items not enumerated that are in the same general class.

ARTICLE 2 – DEFINITIONS

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

AGREEMENT /

CONTRACT

This contractual agreement between the CITY and Sims Recycling Solutions for E-WASTE Transportation and Processing. The written agreement covering the performance of service and the furnishing of labor, materials, supervision and equipment in the performance of the service. The CONTRACT shall include the specifications, together with any special provisions thereof including addendums. Also, any and all supplemental agreements amending or extending the service to be performed and which may be required to supply acceptable services specified herein.

APPLICABLE LAW

All statues, rules, regulations, permits, requirements, or

orders of the United States, State of California, CITY, County of Los Angeles and all other federal, state, regional, county, and local government authorities and agencies having applicable jurisdictions that apply to or govern the operation of E-WASTE and hazardous waste collection (RSM/HHW and CESQG) and the collection, management, transport, and disposal of E-WASTE and RSM/HHW or the performance of the CONTRACTOR's and the CITY's respective obligations under this CONTRACT.

**APPROVED
RECYCLER**

An APPROVED RECYCLER per the State of California's Covered Electronic Waste Payment System that follows all the guidelines listed by State of California's Department of Toxic Substances Control & State of California's CALRECYCLE.

**BACK UP
CONTRACTOR**

Sims Recycling Solutions will be utilized if the CITY PROGRAM MANAGER elects to utilize the BACK UP CONTRACTOR for any of the following reasons: the PRIME CONTRACTOR is not available, not able to perform the required tasks, failed to meet its

responsibilities as stated in ARTICLE 4, to protect the best interests of the CITY, or the CITY PROGRAM MANAGER may also utilize, on a limited basis, the BACK UP CONTRACTOR to familiarize them with the CITY's operational needs.

BOARD The Board of Public Works of the City of Los Angeles.

BUREAU Bureau of Sanitation, Department of Public Works, City of Los Angeles.

CALENDAR DAYS Each day beginning at 12:01 a.m. and ending twenty-four (24) hours thereafter at 12:00 midnight.

CALRECYCLE California Department of Resources Recycling and Recovery.

CCR California Code of Regulations.

CESQG Conditionally Exempt Small Quantity Generator businesses, businesses which meet the criteria specified in 40 CFR 261.5.

CFR Code of Federal Regulations.

CITY The City of Los Angeles, Board of Public Works or its subordinate Bureaus. Depending on the context in which it is used, the term CITY may also refer to the geographic area known as the City of Los Angeles, the City Council, other Departments of the City of Los Angeles, or any person employed by the City of Los Angeles who is authorized to represent the City of Los Angeles in manners concerning this CONTRACT.

**CITY PROGRAM
MANAGER** CITY'S designated representative for all issues related to this CONTRACT

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

CONTRACTOR/ Sims Recycling Solutions. See also Back Up

CONTRACTOR SERVICES CONTRACTOR. All services to be provided by the CONTRACTOR as specified in this CONTRACT.

CONTRACTOR PROGRAM MANAGER CONTRACTOR's designated representative for all issues related to this CONTRACT.

CONTRACTUAL SERVICES All services to be provided by the CONTRACTOR under this AGREEMENT.

COST PLUS Items not described in the RATE SCHEDULE that the CITY requests that the CONTRACTOR provide. For these items, the CONTRACTOR will invoice the CITY for the actual cost plus a percentage of the cost. The percentage will be determined as described herein.

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

**COVERED ELECTRONIC
DEVICE (CED)**

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

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

COVERED ELECTRONIC

"Covered electronic waste" or "covered e-waste" means

WASTE (CEW)	a covered electronic device that is discarded.
CRT	Cathode Ray Tube, a subset of CEW which may also refer to items such as older, heavier televisions that contain a tube. Also the name previously labeled to CEWs. See definition for CEW also.
DAYS	Unless otherwise designated, any reference to days shall be CALENDAR DAYS.
DIRECTOR	Director of the Bureau of Sanitation or his/her designated representative.
DTSC	State of California's Department of Toxic Substances Control.
E-WASTE	Electronics and computer waste as defined by the State of California and defined by the California Code of Regulations Title 22, Division 4.5, Chapter 23 that may or may not be in usable condition and is no longer wanted by the owner. E-WASTE includes but is not limited to: computer monitors, televisions, computers,

telephones, radios, photocopying machines, fax machines, oscilloscopes, computing accessories, cameras, but not appliances considered WHITE goods.

HOT ZONE

Designated area of E-WASTE, RSM/HHW and CESQG collection event where waste is managed.

HOLIDAYS

The CITY recognizes the following holidays: New Year's Day; Martin Luther King, Jr. Day; Presidents' Day; Cesar Chavez Day; Memorial Day; Independence Day; Labor Day; Columbus Day; Veterans' Day; Thanksgiving Day; the day after Thanksgiving; and Christmas Day.

MBE/WBE/OBE

Minority/Women/Other Business Enterprises

MISCELLANEOUS

E-WASTE

Also known as "Other E-WASTE" are computer peripherals which may include, but is not limited to: printers, keyboards, mouses, cell phones, etc.

NON-COVERED CRT MATERIALS

These are CRTs/CEWs which do not qualify for the State of California's SB 20 reimbursement program. Examples of this material include: televisions which have already

been dismantled, therefore, may have already been cancelled and reimbursed by the State's program.

PERMIT

Permits, licenses and approvals required by Federal, State, and Local laws and Regulations pertinent to the operations and maintenance of an electronic or hazardous waste management facility.

PRIME CONTRACTOR

Electronic Recyclers International, Inc. will be utilized to perform all the tasks defined in this CONTRACT. The CITY PROGRAM MANAGER elects to utilize the BACK UP CONTRACTOR for any of the following reasons: the PRIME CONTRACTOR is not available, not able to perform the required tasks, failed to meet its responsibilities as stated in ARTICLE 4, to protect the best interests of the CITY, or the CITY PROGRAM MANAGER may also utilize, on a limited basis, the BACK UP CONTRACTOR to familiarize them with the CITY's operational needs.

RFP

Request for Proposals that solicited this CONTRACT.

RSM/HHW

Residential Special Materials or otherwise known as Household Hazardous Waste; materials as defined by 40 CFR 261.3 and exempted by being defined as household waste in section 40 CFR 261.4 and as defined in Title 22 CCR Section 66261.3 and 66261.4. E-WASTE is included in RSM/HHW.

SAFE CENTERS

Solvents, Automotive, Flammables, and Electronics Collection Centers are permanent collection centers where residents and businesses may drop off their RSM items, U-WASTE and E-WASTE in various locations around the City of Los Angeles.

SANITATION

The Bureau of Sanitation of the City of Los Angeles, which is the primary CITY department responsible for administering this CONTRACT.

**SANITATION
COLLECTION YARDS**

Various CITY locations throughout the City of Los Angeles where E-WASTE may be collected.

SB 20

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

SHIPPING PAPERS

Legal documents required for the lawful shipment of hazardous waste, including but not be limited to uniform hazardous waste manifests, bills of lading, and Land Disposal Restriction (LDR) forms.

STATE

State of California.

SUBCONTRACTOR

An individual or company having a contract with the CONTRACTOR to provide services, equipment, or materials to CONTRACTOR.

TSDF

Treatment, Storage, Disposal Facility; a permitted waste management facility as defined by CCR Title 22, Section 66260.10

UNACCEPTABLE

Any waste stream that requires special permits, licenses,

WASTE(S) or procedures for their management, including but not limited to explosives, ammunition, radioactive waste, and medical waste.

UNIVERSAL WASTE Waste containing hazardous material that are conditionally exempt from classification as hazardous wastes pursuant to California Code of Regulations, title 22, division 4.5, chapter 11, section 66261.9. Such waste includes, but not limited to: Electronic devices, Batteries, Electric lamps, Mercury-containing equipment, CRTs, CRT glass, and Non-empty aerosol cans.

U-WASTE UNIVERSAL WASTE

US EPA United States Environmental Protection Agency.

WASTE MANAGEMENT All procedures or methods used in handling RSM including collection, classification, segregation, packing, transport, storage, and disposal such as recycling, fuel blending, treatment, incineration, and land-filling.

WHITE GOODS Freezers, refrigerators, air conditioners, and other

appliances containing refrigerants.

ARTICLE 3 – PROJECT DESCRIPTION

The CITY provides free, safe and environmentally responsible E-WASTE recycling to both CITY and COUNTY residents at various locations throughout the CITY. The E-WASTE Program offers residents several means to dispose of their electronics. The CITY operates various permanent collection centers, known as SAFE CENTERS, where residents may drop off their E-WASTE two (2) to three (3) days per week throughout the year and several mobile combined HHW, E-WASTE and U-WASTE collection events in locations that are not in close proximity to a SAFE CENTER. The BUREAU also has a Bulky Item Collection Program that will pick up E-WASTE from residences and collect them at SANITATION COLLECTION YARDS. In addition, the CITY also offers a small business program (CESQG), and an at-the-door pickup service for the elderly and disabled residents who may not be able to drop off their E-WASTE at either a SAFE CENTER or a mobile collection event.

The CONTRACTOR shall be responsible for the transportation and recycling of E-WASTE within the CITY E-WASTE Program. The CONTRACTOR shall provide periodic pick-up of E-WASTE at the SAFE CENTERS, SANITATION COLLECTION YARDS, mobile collections, and at other locations as designated by the CITY PROGRAM MANAGER. In addition, the CONTRACTOR will provide pick up of E-WASTE for CESQG. The CONTRACTOR shall provide at-the-door pickup service for the elderly and disabled residents of the CITY who may not be able to drop off their E-WASTE at either a SAFE CENTER or an E-

WASTE collection event. The CONTRACTOR shall be responsible for event mobilization, event staffing, waste management, event demobilization, preparation of SHIPPING PAPERS and reports, and other related services such as site selection, permit development, project management, and training. The CONTRACTOR will work with the CITY RSM contractor in coordinating the collection of E-WASTE at the SAFE CENTERS and the mobile HHW, E-WASTE and U-WASTE collection events. The CONTRACTOR shall be responsible for managing all wastes (including UNACCEPTABLE WASTE) received in accordance with all APPLICABLE LAWS.

During the term of this CONTRACT, the CITY may evaluate other types of E-WASTE collection programs and implement other related programs through this CONTRACT.

ARTICLE 4 – RESPONSIBILITIES OF AND SERVICES TO BE PERFORMED

BY THE CONTRACTOR

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

The CONTRACTOR is the BACK UP CONTRACTOR assigned to perform the tasks as described in Article 4. The CITY PROGRAM MANAGER may elect to utilize the BACK UP CONTRACTOR for any of the following reasons: the PRIME CONTRACTOR is not available, not able to perform the required task, failed to meet its responsibilities as stated in ARTICLE 4, to protect the best interests of the CITY, or the PROGRAM MANAGER may also utilize on a limited basis, the BACK UP CONTRACTOR to familiarize them with the CITY's operational needs for any or all of the following tasks.

4.1 SCOPE OF SERVICES

The scope of services shall extend to the tasks and duties required to perform the work specified in Articles 3, 4 and elsewhere within this CONTRACT. CONTRACTOR shall perform the services described in Article 4. CONTRACTOR shall perform such work with a degree of skill and diligence normally employed by professional analysts or contractors performing the same or similar services.

4.2 EXTENSION OF SCOPE OF SERVICES

The CONTRACTOR shall provide support for new programs resulting from changes in regulations, changes in the CITY's methods of management, and changes in the materials the CITY decides to manage differently.

4.3 PUBLIC ACCESS/DAYS AND HOURS

The CONTRACTOR shall perform the CONTRACTUAL SERVICES on scheduled days and times and on an as-needed basis. Mobile events are typically held on Saturdays (sometimes on Sundays) from 9:00 A.M. to 3:00 P.M. . SAFE CENTERS are generally open on Saturdays and Sundays from 9:00 A.M. to 3:00 P.M., the UCLA SAFE CENTER operating schedule is Thursday, Friday and Saturday from 8:00 AM to 2:00 PM. The CESQG Program will operate from 8:00 A.M. to 4:00 P.M. on an appointment basis on days to be determined by the CITY PROGRAM MANAGER. Pickups for SANITATION COLLECTION YARDS and other locations shall be performed by the CONTRACTOR Monday through Friday, two to four times a month. The CITY reserves the right to increase or decrease the number of pickups, mobile events operating hours and days,

which may include closure, change of hours, and/or determining and setting conditions or limitations on operating days and hours. The CITY shall provide reasonable advance notice to the CONTRACTOR in the event of any changes.

4.4 HOLIDAYS AND INCLEMENT WEATHER

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

All collection activities will be suspended or closed on rainy days only when weather is such that conditions are unsafe enough to cause a potential offsite release should a spill occur or when the ground becomes so wet that a slip, fall, or trip hazard is present.

If the CONTRACTOR is contemplating suspension of activities or closure due to rain, the CONTRACTOR shall notify and/or obtain approval from the CITY PROGRAM MANAGER or designee.

4.5 HOUSEKEEPING

The CONTRACTOR is required to maintain all the E-WASTE in a neat and organized manner on a daily basis in order to attain a clean and safe working environment. This will require but not be limited to organized and orderly files, breakage being cleaned up

immediately; utilizing plastic sheeting on the floor; paper and debris picked up inside and along the perimeter of collection activities; sweeping as needed; all labels and markings legible and securely affixed to the E-WASTE; and all E-WASTE packaged and stored in the appropriate container. Smoking is not permitted in or near collection activities. The CITY PROGRAM MANAGER or designee will conduct periodic safety inspections addressing these issues and will identify any areas of concern. The CITY will require the CONTRACTOR to remedy any deficiencies immediately.

4.6 DISASTER OCCURRENCE

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

4.7 EMERGENCIES

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

4.8 REGULATORY COMPLIANCE

The CONTRACTOR shall perform all activities described in this document in accordance with all APPLICABLE LAW, Federal, State, and Local laws and regulations; including but not limited to the CITY; STATE OF CALIFORNIA; DTSC; CALRECYCLE; and USEPA requirements.

4.8.1 The CONTRACTOR shall insure that all UNIVERSAL WASTE is not stored longer than one (1) year.

4.8.2 The CONTRACTOR is required to be aware of current costs as well as acceptance and analytical requirements for processing and recycling of E-WASTE at approved Federal, State, and Local permitted facilities.

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

4.9 MANAGEMENT AND RECORD-KEEPING

The CONTRACTOR shall maintain complete and accurate records of the quantity and profile of E-WASTE collected through the CITY's E-WASTE Program. In addition, the CONTRACTOR shall comply with all provisions of the DTSC Emergency Regulations R 01-06, which set forth specific regulations pertaining to the management of CRTs and their derived by-products. The CONTRACTOR shall meet all record-keeping requirements as described in R-01-06 with respect to cathode ray tubes and their derived by-products. In addition, the CONTRACTOR shall also maintain records with

respect to all costs incurred under this AGREEMENT. Maintenance of such records does not imply reimbursement by the CITY, but shall be kept for informational and program planning purposes.

4.9.1 SHIPPING PAPERS/BILL OF LADINGS

The CONTRACTOR shall efficiently and correctly manifest materials that will comply with and satisfy requirements of: the California Code of Regulations, Title 22; Code of Federal Regulations, Title 40 and Title 49; the DTSC; the USEPA permitted disposal facility's requirements for receiving the materials; and the CITY. Bill of ladings and labels shall be pre-printed with generator information and the Department of Transportation description, at the CONTRACTOR's expense. CITY staff will review labels, and bill of ladings prior to signing SHIPPING PAPERS and shipping E-WASTE. All SHIPPING PAPERS must include each of the following items:

- i. Contractor Name
- ii. Generator Name, Address, and Covered Electronic Waste ID Number (CEWID#)
- iii. Transporter Name, Address, and CEWID#
- iv. Designated Facility (Ship To) Name, Address, and (CEWID#)
- v. Date of Shipment
- vi. Site Address-Location of where material was picked up
- vii. Type of Material: CRT, Covered Electronic Waste (CEW), non CRT material such as Electronic Waste, Computers, CRT material not qualified for State reimbursement program.

- viii. Weight (estimated) in pounds, Unit count, type and numbers of containers (pallet, Gaylord box, etc...) for each type of material (listed above)
- ix. City of Los Angeles staff, as the Generator, must date, print name, and sign name on each document
- x. Transporter must date, print name, and sign name on each document

4.9.2 CERTIFICATES OF DESTRUCTION AND RECYCLING

The CONTRACTOR shall provide certificates of destruction and/or recycling for all wastes managed from each collection at no additional cost to the CITY.

4.9.3 E-WASTE WEIGHT

The CONTRACTOR shall use certified scales to weigh all E-WASTE by type of material: CRT, Covered Electronic Waste (CEW), non CRT material such as Electronic Waste, Computers, and CRT material not qualified for State reimbursement program. The date, location, weight, and unit count of each type of material must be documented on weight ticket/logs.

4.10 MAINTENANCE OF RECORDS

CONTRACTOR shall maintain all records, including records of financial transactions pertaining to the performance of this CONTRACT, in their original form, in accordance with requirements prescribed by the CITY. These records shall be retained for a period of no less than three (3) years following final payment made by the CITY hereunder or

the expiration date of this CONTRACT, whichever occurs last. Said records shall be subject to examination and audit by authorized CITY personnel or by the CITY's representative at any time during the term of this CONTRACT and within the three (3) years following the final invoice or the expiration date of this CONTRACT, whichever occurs last. CONTRACTOR shall provide any reports requested by the CITY regarding performance of this CONTRACT. Any subcontract entered into by CONTRACTOR, as authorized under the term of this CONTRACT, shall include a like provision for work to be performed under this CONTRACT.

4.11 PROVIDING MATERIALS/EQUIPMENT

The CONTRACTOR shall provide and shall be responsible for all costs associated with necessary materials required for proper separation, containerization, handling, storage, transport, processing, and recycling of collected materials as described in Article 10.

The CONTRACTOR shall provide and shall be responsible for all costs associated with providing an adequate number of palettes, gaylord boxes, containers, packaging materials, for various E-WASTE collection, transportation, and processing activities.

CONTRACTOR will provide forklifts and all necessary trucks to manage transportation of E-WASTE to recycling facilities. Reasonable and adequate safety supplies shall be supplied by the CONTRACTOR, including: personal protective equipment, supplies, and administrative materials, which include but are not limited to: protective clothing, gloves, protective eye coverings, clean up supplies for breakage, tools, supplies, and any other materials/supplies, forms, bill of lading, SHIPPING PAPERS, labels, markings,

placards, and equipment required to conduct E-WASTE collection, transportation and processing related activities (Standard Services).

4.12 TRANSPORTATION

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

4.13 STAFFING

The CONTRACTOR shall utilize experienced, courteous, qualified personnel to provide the CONTRACTUAL SERVICES. The number of staff, their classifications, and associated work hours are to be provided by the CONTRACTOR shall be approved by the CITY PROGRAM MANAGER or designee for tasks described in Article 4.

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

CONTRACTOR shall conduct regular and periodic surveys of E-WASTE collection customers to determine customer satisfaction, advertising effectiveness, and scope of

usage. The CITY PROGRAM MANAGER shall approve survey formats and forms, the number and frequency of surveys, and the method of surveying customers. Survey forms will be printed at the CONTRACTOR'S expense. Survey forms will be returned to CITY staff either at the end of event or the following work week.

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

CONTRACTOR staff shall conduct business in a professional manner with residents, property owner representatives, small business owners, visitors, and members of the public. The CITY PROGRAM MANAGER may request the CONTRACTOR PROGRAM MANAGER to substitute CONTRACTOR staff, who fail to represent the CITY'S best interest.

The CONTRACTOR shall provide technical staff who are properly trained to collect, sort, weigh, inventory, package, manifest, transport, and provide for the recycling of all types of E-WASTE. These services will include but are not limited to receiving, sorting, categorizing, performing sampling and analysis as needed, packaging, labeling, manifesting, preparing SHIPPING PAPERS, transporting, and recycling of E-WASTE. In addition, the CONTRACTOR must be able to respond, contain, clean up, and remove E-

WASTE breakage or spills.

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

4.14 WASTE MANAGEMENT

CONTRACTOR shall perform the waste management of the E-WASTE generated at collection events, SAFE CENTERS, SANITATION COLLECTION YARDS and other locations as requested by the CITY PROGRAM MANAGER and as specified in this CONTRACT. In the event a facility rejects such E-WASTE originating from the CITY, CONTRACTOR shall be fully responsible for managing such E-WASTE at other approved facilities. CITY shall not accept custody of any rejected wastes. The CITY PROGRAM MANAGER or designee may designate the E-WASTE recycling management methods used by the CONTRACTOR.

CONTRACTOR shall maintain complete and accurate records of the quantity and profile of E-WASTE collected on behalf of the CITY.

4.15 RSM AND E-WASTE COLLECTION

The CITY maintains separate E-WASTE and RSM contracts. At the SAFE CENTERS and mobile RSM collection events, the RSM CONTRACTOR shall unload, sort, and prepare for transportation all E-WASTE. It is the goal of the CITY to have cost efficient operation of its programs. The CONTRACTOR shall enter into a co-operative arrangement with the CITY's RSM contractor to avoid any conflict in the operation of the CITY's WASTE MANAGEMENT PROGRAM and loss of efficiency including cost.

4.15.1 CONTRACTOR shall prepare and submit a monthly Waste Management Report for all E-WASTE collected from the CITY, including but not limited to each collection event, SANITATION COLLECTION YARDS, and SAFE CENTERS. The format of the reports shall be in a format as approved by the CITY. The CONTRACTOR agrees that reports and record keeping documentation used for the performance of this AGREEMENT are subject to inspections by CITY personnel and its agents at any time. Said inspections shall be for the purpose of ensuring compliance with the terms of this AGREEMENT and all APPLICABLE LAWS, rules, and regulations.

4.15.2 Waste management shall include identification and classification of all E-WASTE; Transfer Receipts; Collection Logs; appropriate packaging; preparation of all required SHIPPING PAPERS and waste profiles; Bill of Ladings; transportation of waste to an appropriate facility; providing certificates of recycling/destruction for all wastes

and other related work. All wastes shall be managed in accordance with CALRECYCLE and DTSC regulations regarding consumer electronic devices. CONTRACTOR shall invoice CITY for waste management based only on the rate schedules as stated in Article 10. CONTRACTOR shall reimburse the CITY, as an approved collector under the California's Electronic Waste Recycling Act of 2003, under the rates indicated in Article 10.

4.16 INDEMNIFICATION OF WASTE MANAGEMENT FACILITIES

The CONTRACTOR shall indemnify and hold harmless the CITY for any incidents occurring because of managing E-WASTE and RSM at the approved facilities.

4.17 WASTE SCAVENGING

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

4.18 PROFESSIONAL DILIGENCE

CONTRACTOR shall perform the services described in Article 4 of this AGREEMENT. CONTRACTOR shall perform such work with a degree of skill and diligence normally employed by professional analysts or contractors performing the same or similar services.

4.19 ACCEPTED INDUSTRY STANDARDS

If not specified in the contract, CONTRACTOR warrants that the services will be performed consistent with generally accepted industry standards.

4.20 RESIDENTIAL AND SMALL BUSINESS E-WASTE COLLECTION EVENT OPERATIONS

It is the CONTRACTOR's responsibility to provide all personnel, equipment, supplies and services to operate the mobile and CESQG collections on behalf of the CITY.

CONTRACTOR shall operate all collection events according to all APPLICABLE LAWS, rules and regulations. CONTRACTOR shall provide all labor, equipment, materials for collection, proper identification, segregation, packaging, transportation, storage, recycling, treating, categorizing, packaging, labeling, SHIPPING PAPERS, manifesting and disposal, and support services, such as site selection, project management, permit development, public outreach, and other related activities as directed by the CITY.

4.20.1 EVENT MOBILIZATION

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

- i. CONTRACTOR shall mobilize the morning of the event or the day before for larger events. CONTRACTOR shall be prepared in advance of event commencement and able to assist vehicles attending the event up to one hour prior to event commencement.

- ii.** CONTRACTOR shall pick up and transport event material from CITY offices to the event site, per the discretion of the CITY PROGRAM MANAGER.

- iii.** A 10-mil thick polyethylene sheeting or equivalent shall be laid down over the entire area where E-WASTE will be managed. The sheeting shall be taped down or otherwise secured to the surface below.

- iv.** All supplies and equipment shall be staged in the HOT ZONE before the commencement of collection activities.

- v.** The CONTRACTOR shall ensure that all directional and informational signs, traffic cones, and other traffic control devices to establish required traffic lane(s) required for the operation are in place before operations begin.

- vi.** Support areas for breaks, equipment storage, and paperwork preparation shall be established as required. Liquid refreshments shall be provided to staff to maintain employee health and safety.

- vii.** Site mobilizations shall be done with minimal effect to the

property. For example, tent spikes shall not be allowed to secure canopies to the ground.

- viii.** All waste and supplies shall be properly stored away at the end of each operating day by CONTRACTOR. The CONTRACTOR staff shall perform all housekeeping activities as described in Article 4.

- ix.** Reasonable and adequate safety supplies shall be supplied by the CONTRACTOR, which include but are not limited to appropriate personal protective equipment such as gloves, protective eye coverings, a sink, water, soap, a first aid kit, and clean up supplies for E-WASTE breakage.

- x.** All trucks, required to load E-WASTE onto transport vehicles, and transport to CONTRACTOR; and

- xi.** The CONTRACTOR will provide forklifts to manage transportation of E-WASTE from events to trucks.

- xii.** Traffic lanes shall be established at collection events providing safe and efficient flow of traffic. Unloading stations shall be identified, and shall be visible to

incoming traffic. Each participant shall be greeted by a CONTRACTOR-supplied staff. Each participant's information shall be recorded at the site by the CONTRACTOR-supplied staff.

- xiii. The CONTRACTOR shall provide appropriately trained staff to unload vehicles. The CONTRACTOR is responsible for all damage to and property missing from participants' vehicles through the act of unloading the vehicle.

4.20.2 EVENT DEMOBILIZATION

The collection event shall be demobilized at the end of each day of operation, unless the collection event is to exceed one day. All E-WASTE shall be transported to the appropriate management facility after each day of operation. No waste shall remain on-site after the cessation of operations for the day. The CONTRACTOR, at their sole expense, shall restore the site to the condition it was in before the collection event. All E-WASTE breakage will be swept and stains shall be removed and/or covered with the appropriate sealer, and the area shall be thoroughly cleaned of all debris. All damaged foliage shall be repaired or replaced.

4.21 SAFE CENTERS AND SANITATION COLLECTION YARDS

The CONTRACTOR shall conduct regular E-WASTE collections at SAFE Centers, SANITATION COLLECTION YARDS, General Services Department and at locations designated by the CITY PROGRAM MANAGER. CONTRACTOR shall respond to additional

collection pick-ups as requested by the CITY PROGRAM MANAGER due to operational needs within two days of the original request.

Charges for this service shall be as stated in Article 10.

4.22 AT-THE-DOOR PICKUP - FOR DISABLED AND ELDERLY RESIDENTS

CONTRACTOR shall provide collection and pick-up of E-WASTE from elderly and disabled CITY residents on an as-needed basis. Disabled and elderly residents may have barriers preventing them from utilizing the SAFE CENTERS or the mobile collection events; therefore, an "at-the-door pickup" of E-WASTE may be utilized to increase program accessibility and participation. The CONTRACTOR would be expected to provide staff, supplies, materials, equipment, and transportation to pick up E-WASTE from residents' homes. "At-the-door" pickup consists of the CONTRACTOR picking up E-WASTE at the customer's place of residence, categorizing and packaging the material on site, completing necessary documentation including SHIPPING PAPERS, and then transporting the material for processing, and recycling.

The CITY will not assign staff to this proposed program other than in a coordination liaison capacity (i.e. screening requests and setting appointments). Charges for this service shall be as stated in Article 10.

ARTICLE 5 – KEY CONTRACTOR PERSONNEL

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

Anson Wiltse

Sims Recycling Solutions

Account Executive

20212 South Rancho Way

Rancho Dominguez, CA 90220

Phone (310) 604-0200

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

- 5.2 CONTRACTOR agrees that personnel assigned to these positions at the commencement of services under this AGREEMENT shall serve in these positions as long as required by the CONTRACT, and CONTRACTOR shall not change personnel assigned to these positions without the prior consent and approval of CITY'S PROGRAM MANAGER, whose consent shall not be withheld unreasonably.
- 5.3 Unless otherwise provided or approved by the CITY, CONTRACTOR shall use its own employees to perform the services described in this CONTRACT. The CITY shall have the right to review and approve any personnel who are assigned to work under this CONTRACT. CONTRACTOR agrees to remove personnel from performing work under this CONTRACT if requested to do so by the CITY.

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

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 Melissa Plamondon as CITY PROGRAM 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 PROGRAM MANAGER. The CITY PROGRAM MANAGER may designate an assistant to act in her stead. The CITY may designate another CITY employee to succeed Melissa Plamondon as CITY PROGRAM 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 PROGRAM MANAGER:

Ms. Melissa Plamondon

E-WASTE Program Manager

City of Los Angeles, Bureau of Sanitation

Solid Resources Citywide Recycling Division

1149 S. Broadway, 5th floor

Los Angeles, CA 90015

Phone (213) 485-3822

6.1 FACILITY AUDITS

The CITY reserves the right to audit any facility owned by the CONTRACTOR or SUBCONTRACTOR, which is used for any purpose under this AGREEMENT.

CONTRACTOR shall provide the CITY with all assistance required to gain access to such facility to perform an audit. CONTRACTOR shall immediately inform the CITY, in writing, of any non-compliance by any such facility.

ARTICLE 7 – TERM OF AGREEMENT AND TIME OF EFFECTIVENESS

The term of this AGREEMENT shall be for five (5) years. The CITY, at its sole discretion, has the ability to extend the CONTRACT through two (2) renewal options, each renewal option is three (3) years, for services outlined within this AGREEMENT, from the date of CONTRACT execution by the CITY, unless terminated as provided under Article 8, or extended by amendment, or change order to this AGREEMENT and signed by the parties. The BOARD shall be the final authority in the renewal of this AGREEMENT.

The date of full execution is deemed to be the date when all the following events have occurred:

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

ARTICLE 8 – TERMINATION

8.1 This AGREEMENT may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this AGREEMENT through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than ten (10) CALENDAR DAYS' written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.

8.2 This AGREEMENT may be terminated in whole or in part in writing by the CITY for its convenience, provided that the CONTRACTOR is given (1) not less than

thirty (30) CALENDAR DAYS' written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination. Upon receipt of said written notice, CONTRACTOR shall immediately take action not to incur any additional obligations, cost or expense, except as may be reasonably necessary to terminate its activities.

- 8.3 This AGREEMENT may be immediately terminated in writing by the CITY if (1) a federal or state proceeding for relief of debtors is undertaken by or against CONTRACTOR, or if CONTRACTOR makes an assignment for the benefit of creditors or (2) CONTRACTOR engages in any dishonest conduct related to the performance or administration of this AGREEMENT or violates the CITY'S lobbying policies.
- 8.4 If termination for default is effected by the CITY, an equitable adjustment in the price provided for in this AGREEMENT shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due the CONTRACTOR at the time of termination may be adjusted to cover any additional costs to the CITY because of the CONTRACTOR'S default. If termination for default is effected by the CONTRACTOR or if termination for convenience is effected by the CITY, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the CONTRACTOR for services rendered and expenses incurred prior to the termination, excluding

attorney's fees, in addition to termination settlement costs reasonably incurred by the CONTRACTOR relating to written commitments that were executed prior to the termination. Thereafter, CONTRACTOR shall have no further claims against the CITY under this AGREEMENT.

- 8.5 Upon receipt of a termination action under Articles 8.1, 8.2 or 8.3 above, the CONTRACTOR shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to the CITY all finished or unfinished documents and materials produced or procured under this CONTRACT, including all intellectual property rights thereto, which shall become CITY property upon date of such termination. CONTRACTOR agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights provided herein.
- 8.6 Upon termination under Articles 8.1, 8.2 or 8.3 above, the CITY may take over the work and may award another party an AGREEMENT to complete the work under this AGREEMENT.
- 8.7 If, after the termination for failure of the CONTRACTOR to fulfill contractual obligations, it is determined that the CONTRACTOR had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the CITY. In such event, adjustment of the AGREEMENT price shall be made as provided in Article 8.4 of this article.

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

ARTICLE 9 – SUBCONTRACT APPROVAL

All subcontracts in excess of \$10,000 shall require the prior approval of the CITY. A copy of all subcontracts shall be submitted to the CITY PROGRAM 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

10.1 COMPENSATION

The CONTRACTOR agrees to perform the services specified in Article 4. This CONTRACT includes both cost (CITY compensation to the CONTRACTOR) for all such services in accordance with the rate schedules in Articles 10.1.1 through 10.1.3, for the tasks specified in Article 4, including any costs for additional services requested by the CITY, and credits (CONTRACTOR compensation to the CITY) for E-WASTE collected in accordance with the rate schedule in Article 10.1.4. The CITY shall compensate the CONTRACTOR for the monthly costs that exceed the monthly credits. The CONTRACTOR shall compensate the CITY for the monthly credits that exceed the monthly cost.

For any items and subcontracted labor requested by the CITY but not listed in Articles 10.1.1 through 10.1.4, CITY shall compensate the CONTRACTOR on a cost plus 2% basis. The term "Cost" as used herein will be defined as the sum of Labor Rates, Pick-up Rates, including any costs for additional services requested by the CITY.

10.1.1 COLLECTION OPERATION LABOR RATE SCHEDULE

POSITION DESCRIPTION	STRAIGHT TIME (\$ PER HOUR)	OVERTIME (\$ PER HOUR)
SITE SUPERVISOR	\$25.00	\$37.50
TECHNICIAN	\$18.00	\$27.00
SUBCONTRACTED LABOR	\$18.00	\$27.00

Other operational expenses: Cost + 5%

NOTES:

- a) **Overtime** may only be charged for time worked on site more than eight hours per day per employee.
- b) Time spent traveling to and from site shall not be charged for any personnel.
- c) Time sheets will be kept for each day of each collection event. All personnel are required to sign in and sign out. Time sheets will show total hours worked for each employee and be submitted with the event invoice. Invoices without required time sheets will not be considered.
- d) On-site breaks will comply with all OSHA regulations and time sheets submitted will reflect all breaks.
- e) CONTRACTOR is permitted to charge reasonable office time to prepare shipping documents, labels, waste profiles and waste summary reports. Time spent to prepare invoices or correspondence regarding invoices will not be charged to the CITY.
- f) CONTRACTOR shall provide the following at no additional charge:

- First Aid supplies, fire extinguishers, tables, and chairs for break area, water, beverages, and refreshments for all personnel on site
- Traffic control equipment, including directional signs, traffic cones, delineators, barricades, etc. required to ensure efficient and safe traffic flow and control

10.1.2 CURBSIDE PICK-UP SERVICE RATE SCHEDULE

\$60.00 per pick-up

Rates shall include driver labor and transportation to pick-up site(s) and return to waste management/disposal facilities. Vehicle utilized for this service should be at a minimum a ½ ton pickup truck.

10.1.3 SAFE CENTERS and SANITATION COLLECTION YARD PICK-UP SERVICE RATE SCHEDULE

\$85.00 per pick-up

Rate based on regular periodic pick-ups at SAFE CENTERS and SANITATION COLLECTION YARDS. Rates shall include driver labor and transportation to pick-up site(s) and return to waste management/disposal facilities

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.	CEW / CRT MATERIALS COVERED PER SB 20	NON-COVERED CRT MATERIALS	COMPUTERS (CPU)	MISCELLANEOUS E-WASTE
CREDITS (\$) TO CITY	\$0.23/lb	\$0.00/lb	\$0.24/lb	\$0.04/lb

10.2 INVOICING AND PAYMENT/REIMBURSEMENT

Every month the CONTRACTOR shall submit to CITY an original invoice in a format acceptable to the CITY which will include all costs for services provided and reimbursements during the preceding month. The CONTRACTOR shall prepare a monthly invoice for each collection activity, including mobile events, SANITATION COLLECTION YARDS, and SAFE CENTERS. The CONTRACTOR is responsible for the preparation of a complete and accurate invoice. Invoices shall be supported by copies of third party invoices and supporting documents as listed in Article 10, as required by the CITY to establish the amount of such invoices being allowable. Invoices and supporting documentation shall be prepared at the sole expense and responsibility of the CONTRACTOR. The CITY will not compensate the CONTRACTOR for any costs incurred for invoice preparation. The CITY will not pay for CONTRACTOR'S nor SUBCONTRACTOR'S communication expenses and computer time charges. The CITY may request in writing changes to the content and format of the invoice and supporting documentation at any time.

The CITY shall review CONTRACTOR'S invoice and notify CONTRACTOR of exceptions or disputed items and their dollar amount. The total invoice amount, less any exceptions or disputed items shall be considered approved by the CITY. The CONTRACTOR shall include with their invoice a reimbursement payment to the CITY for credits in excess (net) of the costs. The CITY shall pay CONTRACTOR all amounts approved for payment after CITY'S PROGRAM MANAGER receives CONTRACTOR'S invoice.

10.2.1 SUPPORTING DOCUMENTATION

An invoice shall only be considered complete when it is accompanied by all of the appropriate supporting documentation as specified herein in Article 10. Invoices shall be prepared in such form and supported by such copies of invoices, payrolls, time sheets, and other documents of proof as may be reasonably required by the CITY to establish the amount of such invoices as allowable expenses.

10.2.1a TIME SHEETS

Each invoice requesting compensation for personnel shall be accompanied by time sheets documenting the employees' names, titles, times on and off site, hours, and rates as indicated in Article 10.1.1.

10.2.1b MBE/WBE/OBE UTILIZATION REPORT

A Subcontractor Utilization Attachment, Exhibit **B**, shall also be submitted as part of the monthly invoice (if applicable). CONTRACTOR must provide an explanation for any item

that falls short of the planned utilization with specific plans and recommendations for recovering any shortfalls in utilization. No such invoices shall be paid without the Subcontractor Utilization Invoice Attachment. All invoices shall be subject to audit.

10.2.1c OTHER DOCUMENTATION AND INVOICE ITEMS

Invoices requesting compensation for cost plus items shall include the original invoice or a duplicate, wet-stamped invoice. Each invoice shall be initialed by the CONTRACTOR PROGRAM MANAGER documenting the cost of the item. The CONTRACTOR shall ensure that the provided documentation clearly and accurately describes the goods and services provided and the costs thereof. For any invoice, items, or services provided because of a Change Order, a copy of the CITY request letter or Change Order shall accompany the invoice. All invoices must be accompanied by mechanics lien waivers as appropriate.

10.2.1d SHIPPING PAPERS/BILL OF LADINGS

Please refer to section 4.9.1 SHIPPING PAPERS/BILL OF LADINGS.

10.2.1e CERTIFICATES OF DESTRUCTION

Please refer to section 4.9.2 CERTIFICATES OF DESTRUCTION AND RECYCLING.

10.2.1f WEIGHT TICKET/ WEIGHT LOGS

Please refer to section 4.9.3 E-WASTE WEIGHT.

10.2.2 INVOICE / REIMBURSEMENT SUBMITTAL

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

Ms. Melissa Plamondon
E-waste Program Manager
City of Los Angeles, Bureau of Sanitation
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.

10.2.3 INVOICE SUBMITTAL DEADLINE

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

10.2.4 INVOICE APPROVAL AND PROCESSING

Payments shall be made upon the submission of a complete and accurate invoice. The CITY shall review the CONTRACTOR's invoice and attachments and make payments for services rendered under this AGREEMENT based on the itemized invoices the CONTRACTOR submits to the CITY. The CITY will make a good faith effort to process

payments in 60 days. No expedition of payment or explanation of payment progress shall be made within the total 75-day processing period. To expedite the approval process, the CONTRACTOR is encouraged to submit draft invoices for review before submitting a final invoice.

10.2.5 DISCOUNTS

The CITY shall consider a shorter payment schedule should the CONTRACTOR offer a discount for more immediate payment.

10.2.6 LATE CHARGES

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

10.2.7 DISPUTES

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

10.2.8 RATE ADJUSTMENTS DUE TO CHANGES IN REGULATIONS

If State or 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.

10.3 COST CEILING

The cost ceiling for this CONTRACT shall not exceed \$300,000. The CITY shall not be obligated to reimburse the CONTRACTOR for costs incurred in excess of the cost ceiling. The CONTRACTOR shall not be obligated to continue performance (including actions under the temporary stop work or termination clauses) or otherwise incur costs in excess of the cost ceiling unless and until the CITY has notified the CONTRACTOR in writing that such cost ceiling has been raised and has specified in such notice an estimated cost ceiling which shall thereupon constitute the cost ceiling of this CONTRACT. In the absence of any specified notices, the CITY shall not be obligated to reimburse the CONTRACTOR for any costs in excess of the cost ceiling set forth, whether those costs were incurred during the course of the CONTRACT or because of termination. When and to the extent that the cost ceiling has been raised, any costs incurred by the CONTRACTOR in excess of the cost ceiling before such increases shall be allowable to the same extent as if such costs had been incurred after the increase.

10.4 COSTS INCURRED PRIOR TO FULL EXECUTION OF THIS CONTRACT

The CITY will not be liable for any costs incurred by CONTRACTOR prior to full execution of this AGREEMENT and the stipulated start date of the work. Costs incurred by the CONTRACTOR prior to the actual date of full execution of this AGREEMENT shall

only be payable to CONTRACTOR if said costs were incurred in completing any task specifically authorized by this AGREEMENT and said costs are reviewed and approved by the CITY and said approval for payment occurs after this AGREEMENT is fully executed.

10.5 CITY LIMITED TO OBLIGATION OF PRESENT APPROPRIATION

CITY liability under the CONTRACT shall only be to the extent of the present appropriation to fund the CONTRACT. No action, statement, or omission of any officer, agent, or employee of the CITY shall impose any obligation upon the CITY, such officer, agent, or employee except to the extent the CITY has appropriated funds in accordance with the terms of this CONTRACT. No work shall create an immediate indebtedness, and indebtedness shall not arise against the CITY for said work until and unless there is an appropriation of funds to pay for the said work. The CONTRACTOR and the CITY agree that no indebtedness for work performed which results in costs under this CONTRACT shall arise against the CITY until and unless there is an appropriation of funds to pay for such work.

However, if CITY shall appropriate funds for any successive fiscal years, CITY'S liability shall be extended to the extent of such appropriation subject to the terms and conditions of this CONTRACT.

10.6 RECYCLING AND DISPOSAL REIMBURSEMENTS FROM THE ELECTRONIC WASTE RECYCLING ACT OF 2003 AND AMENDMENTS OF 2004

Pursuant to the Electronic Waste Recycling Act of 2003 (California State Senate Bill SB-20) and the Electronic Waste Recycling Act Amendments of 2004 (California State Senate Bill SB 50). The CONTRACTOR shall credit or remit to the CITY, recycling and disposal reimbursements for the electronic equipment designated under this Act that are collected by the CITY. ARTICLE 10.1.4 reflects the reimbursement rates established by this CONTRACT.

10.7 PAYMENT TO SUBCONTRACTORS

The CONTRACTOR shall ensure that payments to all SUBCONTRACTORS are issued within 30 days of receipt of the SUBCONTRACTORS' invoice from the CITY or directly from the SUBCONTRACTORS.

10.8 FALSE CLAIMS ACT

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

ARTICLE 11 - AMENDMENTS, CHANGES, OR MODIFICATIONS

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

ARTICLE 12 – INDEMNIFICATION AND INSURANCE

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

California, and the CITY. The provisions of this paragraph shall survive expiration or termination of this AGREEMENT.

12.2 INSURANCE

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

12.3 BONDS

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

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

ARTICLE 13 – INDEPENDENT CONTRACTORS

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

ARTICLE 14 – WARRANTY AND RESPONSIBILITY OF CONTRACTOR

- 14.1 CONTRACTOR warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within CONTRACTOR'S profession, doing the same or similar work under the same or similar circumstances.
- 14.2 CONTRACTOR shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by CONTRACTOR under this AGREEMENT. CONTRACTOR shall, at no additional cost to CITY, correct or revise any errors, omissions, or other deficiencies in its designs, drawings, specifications, reports, calculations, and other services.

- 14.3 The CONTRACTOR shall exhibit proper professional judgment in the use of information furnished by CITY in Article 6. In the event that said information is not delivered timely or that it is discovered to be incorrect or misleading, CONTRACTOR will notify the CITY in a reasonable manner after the discovery of such tardiness or incorrect or misleading information and promptly make a determination of its costs and schedule impact on this AGREEMENT, as well as recommendations for the correction of such incorrect or misleading information.
- 14.4 CONTRACTOR shall perform such professional services as may be necessary to accomplish the work required to be performed under this AGREEMENT in accordance with this AGREEMENT.
- 14.5 Except as specified in Article 12 and as otherwise provided in this AGREEMENT, the CONTRACTOR shall be and shall remain liable, in accordance with APPLICABLE LAW, for all damages to CITY caused by CONTRACTOR'S negligent performance of any of the services furnished under this AGREEMENT, except for errors, omissions, or other deficiencies to the extent attributable to CITY, CITY-furnished data, or any third party.

ARTICLE 15 - INTELLECTUAL PROPERTY INDEMNIFICATION

The CONTRACTOR, at its own expense, undertakes and agrees to defend, indemnify, and hold harmless the CITY, and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees

(both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information right (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by CONTRACTOR, or its SUBCONTRACTORS of any tier, in performing the work under this CONTRACT; or (2) as a result of the CITY'S actual or intended use of any Work Product furnished by CONTRACTOR, or its SUBCONTRACTORS of any tier, under the AGREEMENT. Rights and remedies available to the CITY under this provision are cumulative of those provided for elsewhere in this CONTRACT and those allowed under the laws of the United States, the State of California, and the CITY. The provisions of this article shall survive expiration or termination of this CONTRACT.

ARTICLE 16 INTELLECTUAL PROPERTY WARRANTY

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

ARTICLE 17 – OWNERSHIP AND LICENSE

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

For all Work Products delivered to the CITY that are not originated or prepared by CONTRACTOR or its SUBCONTRACTORS of any tier under this CONTRACT, CONTRACTOR hereby grants 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 the CITY.

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

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

ARTICLE 18 – SUCCESSORS AND ASSIGNS

All of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns provided, however, that no assignment of the AGREEMENT shall be made without written consent of the parties to this AGREEMENT as required under Article 27, "PROHIBITION AGAINST ASSIGNMENT OR DELEGATION."

ARTICLE 19 – CONTACT PERSONS - PROPER ADDRESSES - NOTIFICATION

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

To CITY:

Contact Person: Melissa Plamondon, Program Manager

Address: City of Los Angeles

Public Works, Bureau of Sanitation
Solid Resources Citywide Recycling Division
1149 S. Broadway, 5th Floor
Los Angeles, CA 90015
Phone: 213-485-3822

To CONTRACTOR:

Contact Person: Anson Wiltse
Address: Sims Recycling Solutions
20212 South Rancho Way
Rancho Dominguez, CA 90220
Phone 310-604-0200

ARTICLE 20 – FORCE MAJEURE

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

ARTICLE 21 – SEVERABILITY

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

ARTICLE 22 – DISPUTES

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

ARTICLE 23 – ENTIRE AGREEMENT

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

ARTICLE 24 – APPLICABLE LAW, INTERPRETATION, AND ENFORCEMENT

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the CITY including but not limited to laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This AGREEMENT and its performance shall be enforced and interpreted under the laws of the State of California. All causes of action arising directly

or indirectly from the business relationship evidenced by this AGREEMENT must be filed in the appropriate state or federal court located in Los Angeles County, California, and each party agrees to be subject to the jurisdiction of the State of California regardless of their residence. CONTRACTOR shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this AGREEMENT.

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

ARTICLE 25 – CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION

CERTIFICATE REQUIRED

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

ARTICLE 26 – WAIVER

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

ARTICLE 27 – PROHIBITION AGAINST ASSIGNMENT OR DELEGATION

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

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

ARTICLE 28 – PERMITS

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

ARTICLE 29 – DISCOUNTS

CONTRACTOR agrees to offer the CITY any discount terms that are offered to its best customers for the goods and services to be provided hereunder and apply such discounts to payments made under this AGREEMENT which meet the discount terms.

ARTICLE 30 - CLAIMS FOR LABOR AND MATERIALS

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

ARTICLE 31 – BREACH

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

ARTICLE 32 - NON-DISCRIMINATION

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

Failure of CONTRACTOR to comply with this requirement or to obtain the compliance of its SUBCONTRACTORS with such obligations shall subject CONTRACTOR to the imposition of any and all sanctions allowed by law, including but not limited to termination of CONTRACTOR'S CONTRACT with the CITY.

ARTICLE 33 - EQUAL EMPLOYMENT PRACTICES

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

A. During the performance of this CONTRACT, CONTRACTOR agrees and represents

that it will provide equal employment practices and CONTRACTOR and each SUBCONTRACTOR hereunder will ensure that in his or her employment practices persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

1. This provision applies to work or service performed or materials manufactured or assembled in the United States.
 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 3. CONTRACTOR agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- C. As part of the CITY'S supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, CONTRACTOR shall certify in the specified format that he or she has not discriminated in the performance of CITY contracts against any employee or applicant for employment on the basis or because of race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical

condition.

- D. CONTRACTOR shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of CITY contracts. On their or either of their request CONTRACTOR shall provide evidence that he or she has or will comply therewith.
- E. The failure of any CONTRACTOR to comply with the Equal Employment Practices provisions of this CONTRACT may be deemed to be a material breach of CITY contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard have been given to CONTRACTOR.
- F. Upon a finding duly made that CONTRACTOR has failed to comply with the Equal Employment Practices provisions of a CITY contract, the CONTRACT may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the CITY. In addition thereto, such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the CONTRACTOR is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, CONTRACTOR shall be

disqualified from being awarded a contract with the CITY for a period of two years, or until CONTRACTOR shall establish and carry out a program in conformance with the provisions hereof.

- G. Notwithstanding any other provision of this CONTRACT, the CITY shall have any and all other remedies at law or in equity for any breach hereof.
- H. Intentionally blank.
- I. Nothing contained in this CONTRACT shall be construed in any manner so as to require or permit any act which is prohibited by law.
- J. At the time a supplier registers to do business with the CITY, or when an individual bid or proposal is submitted, CONTRACTOR shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of CITY Contracts.
- K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
 - 1. Hiring practices;
 - 2. Apprenticeships where such approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
 - 3. Training and promotional opportunities; and
 - 4. Reasonable accommodations for persons with disabilities.
- L. Any subcontract entered into by CONTRACTOR, to the extent allowed hereunder, shall include a like provision for work to be performed under this CONTRACT. Failure of CONTRACTOR to comply with this requirement or to obtain the compliance of its SUBCONTRACTORS with all such obligations shall subject

CONTRACTOR to the imposition of any and all sanctions allowed by law, including but not limited to termination of the CONTRACTOR'S CONTRACT with the CITY.

ARTICLE 34 - AFFIRMATIVE ACTION PROGRAM

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

- A. During the performance of a CITY contract, CONTRACTOR certifies and represents that CONTRACTOR and each SUBCONTRACTOR hereunder will adhere to an affirmative action program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
1. This provision applies to work or services performed or materials manufactured or assembled in the United States.
 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 3. CONTRACTOR shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive

consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

- C. As part of the CITY'S supplier registration process, and/or at the request of the awarding authority or the Office of Contract Compliance, CONTRACTOR shall certify on an electronic or hard copy form to be supplied, that CONTRACTOR has not discriminated in the performance of CITY contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- D. CONTRACTOR shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of CITY contracts, and on their or either of their request to provide evidence that it has or will comply therewith.
- E. The failure of any CONTRACTOR to comply with the Affirmative Action Program provisions of CITY contracts may be deemed to be a material breach of contract. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to CONTRACTOR.

- F. Upon a finding duly made that CONTRACTOR has breached the Affirmative Action Program provisions of a CITY contract, the CONTRACT may be forthwith cancelled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the CITY. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said CONTRACTOR is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such CONTRACTOR shall be disqualified from being awarded a contract with the CITY for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.
- G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that CONTRACTOR has been guilty of willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a CITY contract, there may be deducted from the amount payable to CONTRACTOR by the CITY under the contract, a penalty of ten dollars (\$10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a CITY contract.
- H. Notwithstanding any other provisions of a CITY contract, the CITY shall have any and all other remedies at law or in equity for any breach hereof.
- I. Intentionally blank.
- J. Nothing contained in CITY contracts shall be construed in any manner so as to

require or permit any act which is prohibited by law.

K. CONTRACTOR shall submit an Affirmative Action Plan which shall meet the requirements of this chapter at the time it submits its bid or proposal or at the time it registers to do business with the CITY. The plan shall be subject to approval by the Office of Contract Compliance prior to award of the CONTRACT. The awarding authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve months from the date of approval by the Office of Contract Compliance. In case of prior submission of a plan, CONTRACTOR may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, CONTRACTOR must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the CONTRACT is awarded.

1. Every contract of \$5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.
2. CONTRACTOR may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may

prepare and submit its own Plan for approval.

- L. The Office of Contract Compliance shall annually supply the awarding authorities of the CITY with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and CONTRACTOR.

- M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
 - 1. Apprenticeship where approved programs are functioning and other on-the-job training for non-apprenticeable occupations;
 - 2. Classroom preparation for the job when not apprenticeable;
 - 3. Pre-apprenticeship education and preparation;
 - 4. Upgrading training and opportunities;
 - 5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and

practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;

6. The entry of qualified women, minority and all other journeymen into the industry; and
 7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.
- N. Any adjustments which may be made in the contractor's or supplier's work force to achieve the requirements of the CITY'S Affirmative Action Contract Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the work force or replacement of those employees who leave the work force by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.
- O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the contractor at his or her discretion. Approved Affirmative Action Agreements become the property of the CITY and may be used at the discretion of the CITY in its Contract Compliance Affirmative Action Program.
- P. Intentionally blank.
- Q. All CONTRACTORS subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the CONTRACT with the CITY and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are

applicable to the contractor. Failure of the CONTRACTOR to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the CONTRACTOR to the imposition of any and all sanctions allowed by law, including but not limited to termination of the CONTRACTOR's CONTRACT with the CITY.

ARTICLE 35 – CHILD SUPPORT ASSIGNMENT ORDERS

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

Pursuant to Section 10.10(b) of the Los Angeles Administrative Code, the failure of CONTRACTOR to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders or Notices of Assignment, or the failure of any Principal Owner(s) of CONTRACTOR to comply with any Wage and

Earnings Assignment Orders or Notices of Assignment applicable to them personally, shall constitute a default by the CONTRACTOR under this CONTRACT, subjecting this CONTRACT to termination if such default shall continue for more than ninety (90) days after notice of such default to CONTRACTOR by the CITY.

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

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

ARTICLE 36 – LIVING WAGE ORDINANCE AND SERVICE CONTRACTOR

WORKER RETENTION ORDINANCE

- A. Unless otherwise exempt in accordance with the provisions of this Ordinance, this AGREEMENT is subject to the applicable provisions of the Living Wage Ordinance (LWO), Section 10.37 et seq. of the Los Angeles Administrative Code, as amended from time to time, which is attached hereto as Exhibit G and incorporated herein by this reference, and the Service Contractor Worker

Retention Ordinance (SCWRO), Section 10.36 et seq., of the Los Angeles Administrative Code, as amended from time to time. These Ordinances require the following:

1. The CONTRACTOR assures payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of benefits of compensated and uncompensated days off and health benefits, as defined in the LWO.
2. The CONTRACTOR further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. CONTRACTOR shall require each of its SUBCONTRACTORS within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. CONTRACTOR shall receive and retain on file the executed pledges from each such SUBCONTRACTOR within ninety (90) days of the execution of the Subcontract. CONTRACTOR'S evidence of executed pledges from each such SUBCONTRACTOR shall fully discharge the obligation of the CONTRACTOR to comply with the provision in the LWO contained in Section 10.37.6(c) concerning compliance with such federal law.
3. The CONTRACTOR, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the CITY with regard to the employer's compliance or

anticipated compliance with the LWO, for opposing any practice proscribed by the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. CONTRACTOR shall post the Notice of Prohibition Against Retaliation provided by the CITY.

4. Any Subcontract entered into by the CONTRACTOR relating to this AGREEMENT, to the extent allowed hereunder, shall be subject to the provisions of LWO and the SCWRO, and shall incorporate the LWO and the SCWRO.
 5. The CONTRACTOR shall comply with all rules, regulations and policies promulgated by the CITY'S Designated Administrative Agency, which may be amended from time to time.
- B. Under the provisions of Section 10.36.3(c) and Section 10.37.6(c) of the Los Angeles Administrative Code, the CITY shall have the authority, under appropriate circumstances; to terminate this AGREEMENT and otherwise pursue legal remedies that may be available if the CITY determines that the subject CONTRACTOR has violated provisions of the LWO and the SCWRO or both.
- C. Where under the LWO Section 10.37.6(d), the CITY'S Designated Administrative Agency has determined (a) that the CONTRACTOR is in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, the CITY in such circumstances may impound monies otherwise due the CONTRACTOR in accordance with the following procedures.

Impoundment shall mean that from monies due the CONTRACTOR, the CITY may deduct the amount determined to be due and owing by the CONTRACTOR to its employees. Such monies shall be placed in the holding account referred to in LWO Section 10.37.6(d) (3) and disposed of under procedures there described through final and binding arbitration. Whether the CONTRACTOR is to continue work following an impoundment shall remain in the sole discretion of the CITY. The CONTRACTOR may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.

- D. The AGREEMENT shall inform employees making less than Twelve Dollars (\$12.00) per hour of their possible right to the federal Earned Income Credit (EIC). CONTRACTOR shall also make available to employees the forms informing them about the EIC and forms required to secure advance EIC payments from CONTRACTOR.

ARTICLE 37 – AMERICANS WITH DISABILITIES ACT

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

subcontract entered into by the CONTRACTOR, relating to this AGREEMENT, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

ARTICLE 38 – CONTRACTOR RESPONSIBILITY ORDINANCE

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

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

the CITY; and (4) unless exempt, ensure that its SUBCONTRACTOR(S), as defined in the Contractor Responsibility Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify the CITY within thirty (30) CALENDAR DAYS after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.40.3(a) of the Contractor Responsibility Ordinance in performance of the subcontract.

ARTICLE 39 – MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE

SUBCONTRACTOR OUTREACH PROGRAM

CONTRACTOR agrees and obligates itself to utilize the services of Minority, Women and Other Business Enterprise (MBE/WBE/OBE) firms on a level so designated in its proposal, if any. CONTRACTOR certifies that it has complied with Mayoral Directive 2001-26 regarding the Outreach Program for Person Services Contracts greater than \$100,000, (if applicable). CONTRACTOR shall not change any of these designated SUBCONTRACTORS nor shall CONTRACTOR reduce their level of effort, without prior written approval of the CITY, provided that such approval shall not be unreasonably withheld.

CONTRACTOR agrees and obligates itself to submit a signed MBE/WBE/OBE Utilization Profile, provided herein as Exhibit B, for each invoice as described in Article 10, listing current MBE/WBE/OBE amounts invoiced as part of the invoicing procedures.

ARTICLE 40 – EQUAL BENEFITS ORDINANCE

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

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

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

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

ARTICLE 41 – SLAVERY DISCLOSURE ORDINANCE

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

ARTICLE 42 – CONTRACTOR PERFORMANCE EVALUATION ORDINANCE

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

CONTRACTOR assigns to the AGREEMENT. A Contractor who receives a "Marginal" or "Unsatisfactory" rating will be provided with a copy of the final CITY evaluation and allowed fourteen (14) CALENDAR DAYS to respond. The CITY will use the final CITY evaluation, and any response from the CONTRACTOR, to evaluate proposals and to conduct reference checks when awarding other service contracts.

ARTICLE 43 – MUNICIPAL LOBBYING ORDINANCE

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

ARTICLE 44 - FIRST SOURCE HIRING ORDINANCE

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

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

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

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

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

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

Under the provisions of Section 10.44.8 of the Los Angeles Administrative Code, the

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

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

CARMEN A. TRUTANICH, City Attorney

By:  _____

John A. Carvalho

Title: Deputy City Attorney

Date: 11/19/13

ATTEST:

JUNE LAGMAY, City Clerk

By: _____

Title: Deputy City Clerk

Date: _____

SIMS RECYCLING SOLUTIONS

By:  _____

Title: PLANT MANAGER

Date: 20 NOV 2013

EXHIBIT A

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

RFP/RFQ Title	RFP for RSM, CESQG, Perm. Collection Sites & Mobile Collection Event Programs and E-WASTE Transportation & Processing
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Proposer Sims Recycling Solutions, Inc.	Address 20212 S. Rancho Way, Rancho Dominguez, CA 90212
--	--

Contact Person Gilliam Els	Phone/Fax Office - 310.604.0200 Fax - 310.604.6094
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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
Asbury Environmental Services	Liquid Waste Recycling	OBE		Unknown
Airgas, Inc.	Safety Equipment	OBE		Unknown
Teocal Trucking, Inc.	Freight	OBE		Unknown

PERCENTAGE OF MBE/WBE PARTICIPATION		
	DOLLARS	PERCENT
TOTAL MBE AMOUNT	\$	0 %
TOTAL WBE AMOUNT	\$	0 %
BASE BID AMOUNT	\$	

Signature of Person Completing this Form

Title 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

EXHIBIT C



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/30/2012

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 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 Marsh USA, Inc 500 W. MONROE ST. 23RD FL. CHICAGO IL 60661		CONTACT NAME: Carol Radwanski PHONE (A/C, No, Ext): 3126276278 FAX (A/C, No): E-MAIL ADDRESS: carol.radwanski@marsh.com	
INSURED Sims Recycling Solutions 20212 S. Rancho Way Rancho Dominguez CA 90220		INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Lexington Insurance Company 19437 INSURER B: American Casualty Company of Reading, PA 20427 INSURER C: Transportation Insurance Company 20494 INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	Y	EG13574017	12/01/2012	12/01/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1000000 MED EXP (Any one person) \$ 25000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y	Y	BUA5082519645	12/01/2012	12/01/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory In NH) # yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC5082519600	12/01/2012	12/01/2013	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Recycling Center

CERTIFICATE HOLDER

City of Los Angeles and all of its Agencies, Boards and Departments
 200 North Main Street
 City Hall East, Suite 1240
 Los Angeles CA 90012

CANCELLATION

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
 Carol Radwanski *Carol Radwanski*

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Addendum

Named Additional Insured and Additional Information

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EXHIBIT D

EBO 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.eeoe@lacity.org

EQUAL BENEFITS ORDINANCE COMPLIANCE AFFIDAVIT

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

SECTION 1. CONTACT INFORMATION

Company Name: Sims Recycling Solutions Inc BAVN Company ID # 44741

Company Address: 20212 S. Rancho Way

City: Rancho Dominguez State: CA Zip: 90723

Contact Person: Angelica Oseguera Phone: 310-647-8526 E-mail: angelica.oseguera@simsmm.com

Approximate Number of Employees in the United States: 1130

Approximate Number of Employees in the City of Los Angeles: 70 (County of Los Angeles)

SECTION 2. EBO REQUIREMENTS

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

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

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

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

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

EBO COMPLIANCE

SECTION 3. COMPLIANCE OPTIONS

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

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

SECTION 4. DECLARATION UNDER PENALTY OF PERJURY

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

Sims Recycling Solutions Inc will comply with the Equal Benefits Ordinance requirements
Company Name
as indicated above prior to executing a contract with the City of Los Angeles and will comply for the entire duration of the contract(s).

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

Executed this 10 day of December, in the year 2012, at Rancho Dominguez CA
 (City) (State)

[Signature]
 Signature

20210 S Rancho Uby
 Mailing Address

Angelica Osqueron
 Name of Signatory (please print)

Rancho Dominguez, CA 90220
 City, State, Zip Code

Hr Manager
 Title

36-2246417
 EIN/TIN

EXHIBIT E

CITY OF LOS ANGELES - SLAVERY DISCLOSURE ORDINANCE

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

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

AFFIDAVIT DISCLOSING SLAVERY ERA PARTICIPATION, INVESTMENTS, OR PROFITS

1. I, Angelica Osaguera, am authorized to bind contractually the Company identified below.
2. Information about the Company entering into a Contract with the City is as follows:


<u>Sims Recycling Solutions Inc</u>	<u>310-604-0200</u>	<u>36-2246417</u>	<u>44741</u>
Company Name	Phone	Federal ID #	BAVN Company ID #
<u>20212 S. Rancho Way</u>	<u>Rancho Way</u>	<u>CA</u>	<u>90220</u>
Street Address	City	State	Zip
3. The Company came into existence in 2002 (year).
4. The Company has searched its records and those of any Predecessor Companies for information relating to Participation or Investments in, or Profits derived from, Slavery or Slaveholder Insurance Policies. Based on that research, the Company represents that (mark only the option(s) that apply):

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

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

The Company found records that the Company or its Predecessor Companies bought, sold, or derived Profits from Slaveholder Insurance Policies during the Slavery Era. The names of any Enslaved Persons or Slaveholders under the Policies are listed on the attachment to this Affidavit and incorporated herein.
6. I declare under penalty of perjury under the laws of the State of California that the representations made herein are true and correct to the best of my knowledge.

Executed on 12/10/2012 at Rancho Dominguez, CA
(Date) (City) (State)

Signature:  Title: HR Manager

DEFINITIONS

- | | |
|--|--|
| <p>Affidavit means the form developed by the DAA and may be updated from time to time. The Affidavit need not be notarized but must be signed under penalty of perjury.</p> <p>Company means any person, firm, corporation, partnership or combination of these.</p> <p>Contract means any agreement, franchise, lease or concession including an agreement for any occasional professional or technical personal services, the performance of any work or service, the provision of any materials or supplies or rendering of any service to the City of Los Angeles or the public, which is let, awarded or entered into with or on behalf of the City of Los Angeles or any Awarding Authority of the City.</p> <p>Enslaved Person means any person who was wholly subject to the will of another and whose person and services were wholly under the control of another and who was in a state of enforced compulsory service to another during the Slavery Era.</p> <p>Investment means to make use of an Enslaved Person for future benefits or advantages.</p> <p>Participation means having been a Slaveholder during the Slavery Era.</p> | <p>Predecessor Company means an entity whose ownership, title and interest, including all rights, benefits, duties and liabilities were acquired in an uninterrupted chain of succession by the Company.</p> <p>Profits means any economic advantage or financial benefit derived from the use of Enslaved Persons.</p> <p>Slavery means the practice of owning Enslaved Persons.</p> <p>Slavery Era means that period of time in the United States of America prior to 1865.</p> <p>Slaveholder means holders of Enslaved Persons, owners of business enterprises using Enslaved Persons, owners of vessels carrying Enslaved Persons or other means of transporting Enslaved Persons, merchants or financiers dealing in the purchase, sale or financing of the business of Enslaved Persons.</p> <p>Slaveholder Insurance Policies means policies issued to or for the benefit of Slaveholders to insure them against the death of, or injury to, Enslaved Persons.</p> |
|--|--|

EXHIBIT F

CITY OF LOS ANGELES

NONDISCRIMINATION • EQUAL EMPLOYMENT PRACTICES CONSTRUCTION & NON-CONSTRUCTION CONTRACTOR

Los Angeles Administrative Code (LAAC), Division 10, Chapter 1, Article 1, Section 10.8 stipulates that the City of Los Angeles, in letting and awarding contracts for the provision to it or on its behalf of goods or services of any kind or nature, intends to deal only with those contractors that comply with the non-discrimination and Affirmative Action provisions of the laws of the United States of America, the State of California and the City of Los Angeles. The City and each of its awarding authorities shall therefore require that any person, firm, corporation, partnership or combination thereof, that contracts with the City for services, materials or supplies, shall not discriminate in any of its hiring or employment practices, shall comply with all provisions pertaining to nondiscrimination in hiring and employment, and shall require Affirmative Action Programs in contracts in accordance with the provisions of the LAAC. The awarding authority and/or Office of Contract Compliance of the Department of Public Works shall monitor and inspect the activities of each such contractor to determine that they are in compliance with the provisions of this chapter.

I. Los Angeles Administrative Code Section 10.8.2 All Contracts: Non-discrimination Clause

Notwithstanding any other provision of any ordinance of the City of Los Angeles to the contrary, every contract which is let, awarded or entered into with or on behalf of the City of Los Angeles, shall contain by insertion therein a provision obligating the contractor in the performance of such contract not to discriminate in his or her employment practices against any employee or applicant for employment because of the applicant's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition. All contractors who enter into such contracts with the City shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

II. Los Angeles Administrative Code Section 10.8.3. Equal Employment Practices Provisions

Every non-construction contract with or on behalf of the City of Los Angeles for which the consideration is \$1,000 or more, and every construction contract for which the consideration is \$1,000 or more, shall contain the following provisions, which shall be designated as the EQUAL EMPLOYMENT PRACTICES provision of such contract:

A. During the performance of this contract, the contractor agrees and represents that it will provide equal employment practices and the contractor and each subcontractor hereunder will ensure that in his or her employment practices persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

1. This provision applies to work or service performed or materials manufactured or assembled in the United States.
2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
3. The contractor agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

C. As part of the City's supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, the contractor shall certify in the specified format that he or she has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis or because of race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

D. The contractor shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of City contracts. On their or either of their request the contractor shall provide evidence that he or she has or will comply therewith.

E. The failure of any contractor to comply with the Equal Employment Practices provisions of this contract may be deemed to be a material breach of City contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to the contractor.

F. Upon a finding duly made that the contractor has failed to comply with the Equal Employment Practices provisions of a City contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the said contractor is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, such contractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until the contractor shall establish and carry out a program in conformance with the provisions hereof.

G. Notwithstanding any other provision of this contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.

H. The Board of Public Works shall promulgate rules and regulations through the Office of Contract Compliance, and provide necessary forms and required language to the awarding authorities to be included in City Request for Bids or Request for Proposal packages or in supplier registration requirements for the implementation of the Equal Employment Practices provisions of this contract, and such rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive orders. No other rules, regulations or forms may be used by an awarding authority of the City to accomplish the contract compliance program.

I. Nothing contained in this contract shall be construed in any manner so as to require or permit any act which is prohibited by law.

J. At the time a supplier registers to do business with the City, or when an individual bid or proposal is submitted, the contractor shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of City Contracts.

K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:

1. Hiring practices;
2. Apprenticeships where such approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
3. Training and promotional opportunities; and
4. Reasonable accommodations for persons with disabilities.

L. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

Equal Employment Practices Provisions Certification – The Contractor by its signature affixed hereto declares under penalty of perjury that:

1. The Contractor has read the Nondiscrimination Clause in Section I above and certifies that it will adhere to the practices in the performance of all contracts.
2. The Contractor has read the Equal Employment Practices Provisions as contained in Section II above and certifies that it will adhere to the practices in the performance of any construction contract or non-construction contract of \$1,000 or more.

Sims Recycling Solutions Inc.
COMPANY NAME


AUTHORIZED SIGNATURE

20212 S. Rancho Way
ADDRESS

Angelica Osegueren HR Manager
NAME AND TITLE (TYPE OR PRINT)

Rancho Dominguez, CA 90220
CITY, COUNTY, STATE, ZIP

310-697-8526 angelica.osegueren@simsmm.com
TELEPHONE/F-MAIL

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.eeoe@lacity.org

AFFIRMATIVE ACTION PLAN

The following contracts are subject to the City of Los Angeles Affirmative Action Program as required by the Los Angeles Administrative Code (LAAC) Section 10.8.4 et seq.:

- Every non-construction contract of \$100,000 or more;
- Every construction contract of \$5,000 or more.

Purpose - An affirmative action program is a management tool designed to ensure equal employment opportunity. A central premise underlying affirmative action is that, absent discrimination, over time a contractor's workforce, generally, will reflect the gender, racial and ethnic profile of the available labor pools. Therefore, as part of its affirmative action program, a contractor monitors and examines its employment decisions and compensation systems to ensure equal employment practices, and takes steps to correct underutilization of women and minorities.

Contractors are subject to all provisions contained in LAAC Section 10.8.4 et seq. which can be found at <http://bca.lacity.org>. The excerpts below are provided to serve as a starting point for satisfying these requirements:

LAAC Section 10.8.4 (B) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

LAAC Section 10.8.4(K) The plan shall be subject to approval by the Office of Contract Compliance prior to award of the contract.

LAAC Section 10.8.4(M) The Affirmative Action Plan required to be submitted shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:

1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
2. Classroom preparation for the job when not apprenticeable;
3. Pre-apprenticeship education and preparation;
4. Upgrading training and opportunities;
5. Encouraging the use of contractors, subcontractors, and suppliers of all racial and ethnic groups, provided, however that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage;
6. The entry of qualified women, minority and all other journeymen into the industry; and
7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.

LAAC Section 10.8.4(Q) All contractors subject to the provisions of the section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor.

CONTRACTOR DECLARATION

In pursuit of accomplishing the intent of the City's Affirmative Action Program, the contractor certifies and agrees to immediately implement good faith efforts, measures to recruit and employ minority, women, and other potential staff in a nondiscriminatory manner including, but not limited to, the following actions. The contractor shall:

- (a) Recruit and make efforts to obtain such employees.
- (b) Continually evaluate personnel practices to assure that hiring, upgrading, promotions, transfers, demotions and layoffs are made in a nondiscriminatory manner so as to achieve and maintain a diverse work force.
- (c) Utilize training programs and assist minority, women and other employees in locating, qualifying for and engaging in such training programs to enhance their skills and advancement.
- (d) Maintain such records as are necessary to determine compliance with equal employment and affirmative action obligations, and making such records available to City, State and Federal authorities upon request.
- (e) Said policies shall be provided to all employees, subcontractors, vendors, unions and all others with whom the contractor may become involved in fulfilling any of its contracts.

Requirements For Construction Contractors ONLY

Construction contractors are additionally subject to all provisions contained in LAAC Section 10.13 et. seq. which can be found at <http://bca.lacity.org>. As part of these provisions, construction contractors are required to:

1. Submit an **Anticipated Employment Utilization Report (AEUR)** with each new bid for purposes of effectuating this Affirmative Action Plan for the specific project. The AEUR can be found in the bid documents or at <http://bca.lacity.org>.
2. Establish a person at the management level of the contracting entity to be the Equal Employment Opportunity (EEO) Officer. Such individual must have the authority to disseminate and enforce the company's Equal Employment and Affirmative Action Policies.

_____	_____
NAME OF EEO OFFICER	TITLE
_____	_____
E-MAIL	PHONE NUMBER

By its execution hereof, the contractor accepts and submits the foregoing as its Affirmative Action Plan. I certify under penalty of perjury under the laws of the State of California that I have read and understood the foregoing requirements of LAAC Section 10.8 et seq. and agree to comply with them while under contract as set forth therein.

Executed this 10 day of December, in the year 2013 at Rancho Dominguez, CA
(CITY) (STATE)

Sims Recycling Solutions Inc
 COMPANY NAME

310-697-3526 angelica.osaguerac@simsrrm.com
 TELEPHONE/E-MAIL


 AUTHORIZED SIGNATURE

20212 S. Rancho Way
 ADDRESS

Angelica Osaguerac HR Manager
 NAME AND TITLE (TYPE OR PRINT)

Rancho Dominguez, CA 90220
 CITY, COUNTY, STATE, ZIP

EXHIBIT G

EXHIBIT H

CITY OF LOS ANGELES
RESPONSIBILITY QUESTIONNAIRE

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

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

A. CONTACT INFORMATION

CITY DEPARTMENT INFORMATION

Department of Public Works / Bureau of Sanitation	Wayne Omokowa	213-485-3659
City Department/Division Awarding Contract	City Contact Person	Phone
RFP for RSM, CESQG, Perm. Collection Sites & Mobile Collection Event Programs and E-WASTE Transportation & Processing		
City Bid or Contract Number (if applicable) and Project Title		

BIDDER/CONTRACTOR INFORMATION

Sims Recycling Solutions, Inc.			
Bidder/Proposer Business Name			
20212 S Rancho Way	Rancho Dominguez	CA	90220
Street Address	City	State	Zip
Fred Brutsche, Plant Manager		310-604-0200	310-604-6094
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 11 / 30 / 2012.
- 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.

Print Name, Title	Signature	Date
-------------------	-----------	------

TOTAL NUMBER OF PAGES SUBMITTED, INCLUDING ALL ATTACHMENTS: _____

B. BUSINESS ORGANIZATION/STRUCTURE

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

Corporation: Date incorporated: 01 / 19 / 95 State of incorporation: IL

List the corporation's current officers.

President: Stephen Skurnac

Vice President: _____

Secretary: Darrell Stoecklin

Treasurer: _____

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? 50+ Years.

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

Yes No

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

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

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

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

Yes No

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

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

Yes No

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

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

Yes No

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

F. DISPUTES

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

(a) Payment to subcontractors?

Yes No

(b) Work performance on a contract?

Yes No

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

Yes No

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

Yes No

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

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

Yes No

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

G. COMPLIANCE

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

Yes No

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

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

Yes No

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

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

Yes No

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

H. BUSINESS INTEGRITY

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

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

Yes No

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

Yes No

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

Yes No

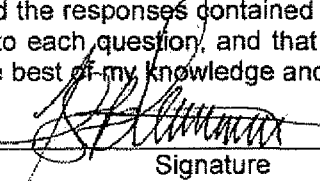
20. In the past five years, has your firm or any of its owners or officers been convicted of a crime involving the bidding of a government contract, the awarding of a government contract, the performance of a government contract, or the crime of fraud, theft, embezzlement, perjury, bribery? For this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

Yes No

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

CERTIFICATION UNDER PENALTY OF PERJURY

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

FRED BRITSCHE, PLANT MGR. 

Print Name, Title

Signature

30 NOV 12
Date

ATTACHMENT A FOR SECTIONS A THROUGH C

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

Page 7

Sims Recycling Solutions, Inc.
Sims Recycling Solutions Holdings, Inc.
Global Investment Recovery, Inc.

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. City of Roseville - E-Waste Collection & Recycling
Start Date - 1/14/2008
Average Monthly Payment to Customer - \$1,117
Recycling Approx. 200,000 lbs per year

SIGNATURE SHEET AND AFFIDAVIT

I/We, FRED BRUTSCHE (Insert Name(s)) depose and say that I am/We are PLANT MANAGER
of SINS RECYCLING SOLUTIONS (Insert firm name and address of bidder)

Contractor's License No. _____ License Classification _____ Expiration Date _____
who submit this proposal to the Board of Public Works and hereby declare:

- (1) That I/We have read this proposal and have abided by and agree to the conditions herein and have carefully examined the project plans and read the specifications and I/We hereby propose to furnish all materials and do all the work required to complete the work in accordance with the plans and specifications, for the unit prices or lump sums named in the Schedule of Work and Prices. Furthermore, I/WE have received a copy of the "Determination of Bidder Responsibility Policy" of the Board of Public Works and I/WE understand my/our obligations under this policy as a bidder and as a contractor should this contract be awarded to my/our firm.
- (2) 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 that I/We have not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that I/We have not in any manner sought by collusion to secure for myself/ourselves an advantage over any other bidder.
- (3) This contract is expressly made for the benefit of the signatory parties only. It is not the intent of any of the signatory parties to create or discharge any duty, express or implied, to any party other than the signatory parties. Any benefit derived from this contract by a third party is unintended and incidental to the purpose for which this contract is made.
- (4) That I/We as principal(s), acknowledge myself/ourselves as being bound by the accompanying Bid Bond when completed by the Surety.
- (5) That I/We have read and understand the provisions of the Pollution Control - Sewage Spill Prevention and Response Requirements and the Board of Public Work's Policy of "Zero Spills" requirements as contained in Part IV of this Proposal. If awarded this contract, I/We agree to furnish all of the materials, supplies, tools, equipment, labor and other services necessary for the containment and cleanup of any sewage or other pollutant spills or leaks occurring during the performance of this contract. I/WE further agree to act immediately, without instructions from City staff, to contain and cleanup any spill in any way involved with my/our activities on this project without concern for who or what caused the spill.

ADDENDA - This proposal is submitted with respect to the changes to the contract included in Addenda numbers:

(Fill in Addenda received)

Note: If an Addendum has been issued by the City and not noted above as being received by the bidder, this proposal may be rejected.

I/We certify or declare under penalty of perjury that the foregoing is true and correct, and that if only one signature is provided, it is provided in accordance with Note 8 in the General Instructions and Information for Bidders (Part IV) of this proposal.

 PLANT MANAGER 30 NOV 12
Signature Title Date

2. _____
* Second Signatory Title Date

SECOND SIGNATURE MAY BE REQUIRED WITH BID. FAILURE TO PROVIDE THE REQUIRED SIGNATURES WITH BID MAY RENDER THE BID NON-RESPONSIVE. IF ONLY ONE SIGNATURE IS SUBMITTED FOR A CORPORATION, THE CITY MUST BE FURNISHED THE REQUIRED SIGNATURE AUTHORIZATION WITH BID, OR A CURRENT COPY OF THE REQUIRED SIGNATURE AUTHORIZATION MUST BE ON FILE WITH THE BUREAU OF ENGINEERING. SEE NOTE BELOW.

Note: ALL SIGNATURES MUST BE PROPERLY COMPLETED AND WITNESSED BY A NOTARY. An All Purpose Certificate of Acknowledgment pursuant to the California Civil Code Section 1189 must be attached to this page. See Note 8 in the General Instructions and Information for Bidders of this proposal for proper required signatures.

EXHIBIT I



City of Los Angeles
Office of Finance
200 North Spring St. Rm 101
Los Angeles, CA 90012

Print Form

Submit by Email

BUSINESS TAX APPLICATION

PLEASE NOTE that if you are involved with any type of SALES ACTIVITIES, either RETAIL or WHOLESALE, you are REQUIRED to also fill out the Tobacco Retailer's Questionnaire/Application

The following information is subject to disclosure. FOR OFFICE USE ONLY. FUND/CLASS _____ FUND/CLASS _____

Business Type (check one): Individual Partnership Corporation LLC Trust

Please print or type:
Legal Name: Sims Recycling Solutions, Inc.
Do not use DBA (fictitious name) here

Business Address: 20212 South Rancho Way Rancho Dominguez CA 90220
Do not use P. O. Box here Street Address City State Zip Code

Please check appropriate box Commercial Location Residence

Business Name (DBA): Sims Recycling Solutions, Inc.

Care Of (C/O): _____

Mailing Address: 8855 Washington Blvd Roseville CA 95678
If different from Business Address Street Address or P.O. Box City State Zip Code

Please check appropriate box Commercial Location Residence

Starting Date of Business: Month _____ Day _____ Year 1953

Social Security No. (SSN) - OR - Federal Employer Identification No. (FEIN): 36-2246417

Sales Tax Number (Seller's Permit): SR KH 101-197364

Description of Business: Secure, sustainable and responsible recovery of retired computers, waste electrical and electronic equipment and other materials for reuse and recycling.
(Provide in Detail)

Web Address (optional): www.simsrecycling.com Primary Business/Professional Activity Code: 311400

Business Phone Number: 310-604-0200 Secondary Business/Professional Activity Code: _____

Gross Receipts²: (If your business began prior to the current year, please complete the gross receipts information below)

Business activity ³ / Date activity started	Calendar Year 200 Gross Receipts	Calendar Year 200 Gross Receipts	Calendar Year 200 Gross Receipts
a) <u>Publicly Traded Company</u>	\$ _____	\$ _____	\$ _____
b) <u>(See www.simsma.com)</u>	\$ _____	\$ _____	\$ _____
c) <u>For Financial Information</u>	\$ _____	\$ _____	\$ _____

Please Note: A minimum business tax is due based on your business activity(ies) for the first year of operation.

Contact Person: Charles Fina Title: Accounting Manager - West Region

Contact Phone Number: 916-746-7325

I declare, under penalty of perjury under the laws of the State of California, that to the best of my knowledge the foregoing is true, correct and complete.⁴

Signature of Owner or Agent [Signature] Date 11/30/12

Print name of Owner or Agent CHARLES FINA

Daytime Telephone Number 916-746-7325 Email Address Charles.Fina@simsma.com

¹ This is the 8-digit Primary / Principal Business or Profession Activity Code reported on your Federal Tax Return. A Secondary business activity is one that comprises at least \$1,000,000 and 40% of your gross receipts. Go to lacity.org/finance/pdf/NAICSCODES.pdf for a NAICS code listing

² If your business is located within the City of Los Angeles and a portion of your gross revenue is derived from outside the City, or your business is located outside the City and a portion of your gross revenue is derived from inside the City, then applicable apportionment formulas may reduce your tax liability

³ Due to the large number of various business activities described under LAMC Section 21.53 to 21.197, it is not practical to list each separately. For specific activities and rates, contact the Office of Finance or visit our website @ www.lacity.org/finance.

⁴ By completing this form and submitting it to the Office of Finance in an electronic format, such as email, you agree that the submitted form has the same legal effect, validity and enforceability of a form submitted to us via US mail or in person. You also agree that the aforementioned form legally represents a document sent by you or your legal representative

EXHIBIT J

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: Sims Recycling Solutions

I. Corporate or Main Office Address:

1600 Harvester Road

West Chicago, IL 60185

II Total Number of Employees in Organization: 1215

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

82 and 6.7 %

EXHIBIT K

Non-Collusion Affidavit

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

I, FRED BRUTSCHE, depose and say that I am

PLANT MANAGER of SIMS RECYCLING SOLUTIONS
(“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: NOV 30 2012 at RANCHO DOMINGUEZ, CA
(Month, Day, Year) (City, State)

(Corporate Seal)

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



(Signature)

EXHIBIT L

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.

1. Metropolitan Transportation Authority Los Angeles
 - Approx. 100,000 lbs of e-waste recycled annually
 - Agreement has been in place since September 2009.
 - Pick ups are scheduled as needed at locations across Los Angeles

Sims Recycling Solutions

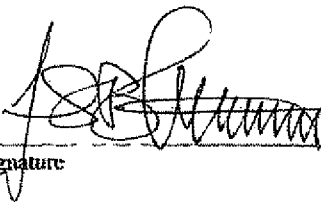
Name of Organization

Fred Brutsche

Print Name

12.3.2012

Date



Signature

Plant Manager

Title

EXHIBIT M



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

Bidder Certification

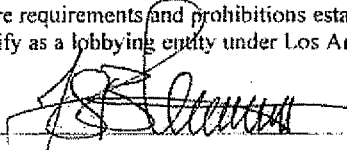
CEC Form 50

Bid/Contract Number: 10115	Department: Dept of Public Works: Bureau of Sanitation
Name of Bidder: Sims Recycling Solutions, Inc.	Phone: 310-604-0200
Address: 20212 S Rancho Way, Rancho Dominguez, CA 90220	
Email: Fred.Brutsche@Simsrm.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) [see reverse]; 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(i) [see reverse]:
 - 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(i)(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.

Date: 30 NOV 2012 Signature: 
 Name: FRED BRUTSCHES
 Title: PLANT MANAGER

Under Los Angeles Municipal Code § 48.09(H), this form must be submitted to the awarding authority with your bid or proposal on the contract noted above.

EXHIBIT N

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.eeoe@lacity.org

FIRST SOURCE HIRING ORDINANCE COMPLIANCE AFFIDAVIT

Contractors (including loan or grant recipients) participating on a City contract that is subject to the First Source Hiring Ordinance (FSHO) are required to certify their compliance prior to contract execution.

As part of their obligations under the FSHO, Contractors must provide the Awarding Department a list of anticipated employment opportunities that they and their subcontractors expect to fill in order to perform the services under the contract. The FSHO-1 form (available at <http://bca.lacity.org>) should be utilized to inform the Awarding Authority of any such opportunities. If no opportunities are anticipated, contractors do not need to submit the FSHO-1 form prior to contract award, but must report any subsequent employment opportunities on the FSHO-3 form (available at <http://bca.lacity.org>) as described below.

During the term of the contract, the contractor and their subcontractors shall:

1. At least seven business days prior to making an announcement of a specific employment opportunity, provide notification of that employment opportunity by submitting the FSHO-3 form to the Community Development Department;
2. Interview qualified individuals referred by the City's referral resources; and
3. Prior to filling any employment opportunity, inform the Office of Contract Compliance of the names of the referral resources used, the names of the individuals referred, and the names of the referred individuals who were interviewed. If the referred individuals were not hired, the contractor should also provide the reasons they were not hired.

DECLARATION UNDER PENALTY OF PERJURY

I am aware of my obligations under Los Angeles Administrative Code (LAAC) Section 10.44 et seq., First Source Hiring Ordinance, and understand that failure to comply may result in contract termination. The City may also pursue any and all other remedies at law or in equity for any breach. The City may use the failure to comply with the First Source Hiring Ordinance as evidence against the contractor in actions taken pursuant to the provisions of the LAAC Section 10.39 et seq. and 10.40 et seq., Contractor Responsibility Ordinance.

Sims Recycling Solutions, Inc. will fully comply with the First Source Hiring Ordinance requirements.
Company Name

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

Executed this 10 day of December, in the year 2012, at Rancho Dominguez, CA.
(City) (State)

[Signature]
Signature

Angelica Oseguera
Name of Signatory (Please Print)

HR Manager
Title

44741
BAVN ID No.

2012 S. Rancho Way
Mailing Address

Rancho Dominguez, CA 90220
City, State, Zip Code

36-2246417
EIN/TIN

angelica.oseguera@simsmm.com
E-Mail