

1 AGREEMENT

2 **34908**

3 THIS AGREEMENT is made and entered, in duplicate, as of February 20,  
4 2018, for reference purposes only, pursuant to a minute order adopted by the City Council  
5 of the City of Long Beach at its meeting on February 13, 2018, by and between HOMEBOY  
6 RECYCLING, a California social purpose corporation dba Homeboy Electronics Recycling  
7 ("Contractor"), with a place of business at 1370 E 18th Street, Los Angeles, California  
8 90021, and the CITY OF LONG BEACH, a municipal corporation ("City").

9 WHEREAS, City requires specialized services requiring unique skills to be  
10 performed in connection with transportation and disposal services of electronic waste  
11 ("Project"); and

12 WHEREAS, City has selected Contractor in accordance with City's  
13 administrative procedures using a Request for Proposals (RFP TI 17-097), and City has  
14 determined that Contractor and its employees are qualified, licensed, if so required, and  
15 experienced in performing these specialized services; and

16 WHEREAS, City desires to have Contractor perform these specialized  
17 services, and Contractor is willing and able to do so on the terms and conditions in this  
18 Agreement;

19 NOW, THEREFORE, in consideration of the mutual terms, covenants, and  
20 conditions in this Agreement, the parties agree as follows:

21 1. SCOPE OF WORK OR SERVICES.

22 A. At no cost to City, Contractor shall provide electronic waste (e-  
23 waste) disposal services to City in accordance with all federal, state, and local laws  
24 and regulations as more particularly described in Exhibit "A", attached hereto and  
25 incorporated herein.

26 B. In the event Contractor sells City-provided e-waste for reuse,  
27 rather than recycling, City shall receive a revenue share of twenty percent (20%) of  
28 Contractor's gross sales less a ten dollar (\$10) administrative fee per resold device.

1 The revenue share is for working remarketed devices and does not apply to  
2 commodity sales on the recycling side (e.g., steel, scrap circuit boards, etc.), which  
3 are covered by the No Cost Recycling. The administrative fee shall apply per  
4 device, not per sale.

5 C. Contractor shall maintain complete and accurate records with  
6 respect to all costs and expenses incurred (material collected, processed and  
7 recycled in accordance with State of California regulations) under this Agreement.  
8 All such records shall be clearly identifiable.

9 D. Within ten (10) business days of each pickup, as further  
10 described in Exhibit "A," Contractor shall submit to City a statement which indicates  
11 the revenue owed to the City resulting from e-waste. Contractor shall pay City in  
12 due course of payments following receipt of the statement.

13 E. Contractor represents that Contractor has obtained all  
14 necessary information on conditions and circumstances that may affect its  
15 performance and has conducted site visits, if necessary.

16 F. By executing this Agreement, Contractor warrants that  
17 Contractor (a) has thoroughly investigated and considered the scope of services to  
18 be performed, (b) has carefully considered how the services should be performed,  
19 and (c) fully understands the facilities, difficulties and restrictions attending  
20 performance of the services under this Agreement. If the services involve work upon  
21 any site, Contractor warrants that Contractor has or will investigate the site and is  
22 or will be fully acquainted with the conditions there existing, prior to commencement  
23 of services set forth in this Agreement. Should Contractor discover any latent or  
24 unknown conditions that will materially affect the performance of the services set  
25 forth in this Agreement, Contractor must immediately inform the City of that fact and  
26 may not proceed except at Contractor's risk until written instructions are received  
27 from the City.

28 G. Contractor must adopt reasonable methods during the life of

1 the Agreement to furnish continuous protection to the work, and the equipment,  
2 materials, papers, documents, plans, studies and other components to prevent  
3 losses or damages, and will be responsible for all damages, to persons or property,  
4 until acceptance of the work by the City, except those losses or damages as may  
5 be caused by the City's own negligence.

6 H. CAUTION: Contractor shall not begin work until this  
7 Agreement has been signed by both parties and until Contractor's evidence of  
8 insurance has been delivered to and approved by City.

9 2. TERM. The term of this Agreement shall commence at midnight on  
10 March 1, 2018, and shall terminate at 11:59 p.m. on February 28, 2020, unless sooner  
11 terminated as provided in this Agreement, or unless the services or the Project is  
12 completed sooner. The term may be extended for two (2) additional one-year periods, at  
13 the discretion of the City Manager.

14 3. COORDINATION AND ORGANIZATION.

15 A. Contractor shall coordinate its performance with City's  
16 representative, if any, named in Exhibit "B", attached to this Agreement and  
17 incorporated by this reference. Contractor shall advise and inform City's  
18 representative of the work in progress on the Project in sufficient detail so as to  
19 assist City's representative in making presentations and in holding meetings on the  
20 Project. City shall furnish to Contractor information or materials, if any, described in  
21 Exhibit "D", attached to this Agreement and incorporated by this reference, and shall  
22 perform any other tasks described in the Exhibit.

23 B. The parties acknowledge that a substantial inducement to City  
24 for entering this Agreement was and is the reputation and skill of Contractor's key  
25 employee, named in Exhibit "C" attached to this Agreement and incorporated by this  
26 reference. City shall have the right to approve any person proposed by Contractor  
27 to replace that key employee.

28 4. INDEPENDENT CONTRACTOR. In performing its services,

1 Contractor is and shall act as an independent contractor and not an employee,  
2 representative or agent of City. Contractor shall have control of Contractor's work and the  
3 manner in which it is performed. Contractor shall be free to contract for similar services to  
4 be performed for others during this Agreement; provided, however, that Contractor acts in  
5 accordance with Section 9 and Section 11 of this Agreement. Contractor acknowledges  
6 and agrees that (a) City will not withhold taxes of any kind from Contractor's compensation;  
7 (b) City will not secure workers' compensation or pay unemployment insurance to, for or  
8 on Contractor's behalf; and (c) City will not provide and Contractor is not entitled to any of  
9 the usual and customary rights, benefits or privileges of City employees. Contractor  
10 expressly warrants that neither Contractor nor any of Contractor's employees or agents  
11 shall represent themselves to be employees or agents of City.

12 5. INSURANCE.

13 A. As a condition precedent to the effectiveness of this  
14 Agreement, Contractor shall procure and maintain, at Contractor's expense for the  
15 duration of this Agreement, from insurance companies that are admitted to write  
16 insurance in California and have ratings of or equivalent to A:V by A.M. Best  
17 Company or from authorized non-admitted insurance companies subject to Section  
18 1763 of the California Insurance Code and that have ratings of or equivalent to A:VIII  
19 by A.M. Best Company, the following insurance:

20 (a) Commercial general liability insurance (equivalent in scope to  
21 ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than  
22 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This  
23 coverage shall include but not be limited to broad form contractual liability,  
24 cross liability, independent contractors liability, and products and completed  
25 operations liability. City, its boards and commissions, and their officials,  
26 employees and agents shall be named as additional insureds by  
27 endorsement (on City's endorsement form or on an endorsement equivalent  
28 in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85), and this insurance

1 shall contain no special limitations on the scope of protection given to City,  
2 its boards and commissions, and their officials, employees and agents. This  
3 policy shall be endorsed to state that the insurer waives its right of  
4 subrogation against City, its boards and commissions, and their officials,  
5 employees and agents.

6 (b) Workers' Compensation insurance as required by the California  
7 Labor Code and employer's liability insurance in an amount not less than  
8 \$1,000,000. This policy shall be endorsed to state that the insurer waives  
9 its right of subrogation against City, its boards and commissions, and their  
10 officials, employees and agents.

11 (c) Commercial automobile liability insurance (equivalent in scope  
12 to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an  
13 amount not less than \$500,000 combined single limit per accident.

14 B. Any self-insurance program, self-insured retention, or  
15 deductible must be separately approved in writing by City's Risk Manager or  
16 designee and shall protect City, its officials, employees and agents in the same  
17 manner and to the same extent as they would have been protected had the policy  
18 or policies not contained retention or deductible provisions.

19 C. Each insurance policy shall be endorsed to state that coverage  
20 shall not be reduced, non-renewed or canceled except after thirty (30) days prior  
21 written notice to City, shall be primary and not contributing to any other insurance  
22 or self-insurance maintained by City, and shall be endorsed to state that coverage  
23 maintained by City shall be excess to and shall not contribute to insurance or self-  
24 insurance maintained by Contractor. Contractor shall notify City in writing within five  
25 (5) days after any insurance has been voided by the insurer or cancelled by the  
26 insured.

27 D. If this coverage is written on a "claims made" basis, it must  
28 provide for an extended reporting period of not less than one hundred eighty (180)

1 days, commencing on the date this Agreement expires or is terminated, unless  
2 Contractor guarantees that Contractor will provide to City evidence of uninterrupted,  
3 continuing coverage for a period of not less than three (3) years, commencing on  
4 the date this Agreement expires or is terminated.

5 E. Contractor shall require that all sub-contractors or contractors  
6 that Contractor uses in the performance of these services maintain insurance in  
7 compliance with this Section unless otherwise agreed in writing by City's Risk  
8 Manager or designee.

9 F. Prior to the start of performance, Contractor shall deliver to City  
10 certificates of insurance and the endorsements for approval as to sufficiency and  
11 form. In addition, Contractor shall, within thirty (30) days prior to expiration of the  
12 insurance, furnish to City certificates of insurance and endorsements evidencing  
13 renewal of the insurance. City reserves the right to require complete certified copies  
14 of all policies of Contractor and Contractor's sub-Contractors and contractors, at any  
15 time. Contractor shall make available to City's Risk Manager or designee all books,  
16 records and other information relating to this insurance, during normal business  
17 hours.

18 G. Any modification or waiver of these insurance requirements  
19 shall only be made with the approval of City's Risk Manager or designee. Not more  
20 frequently than once a year, City's Risk Manager or designee may require that  
21 Contractor, Contractor's sub-Contractors and contractors change the amount,  
22 scope or types of coverages required in this Section if, in his or her sole opinion, the  
23 amount, scope or types of coverages are not adequate.

24 H. The procuring or existence of insurance shall not be construed  
25 or deemed as a limitation on liability relating to Contractor's performance or as full  
26 performance of or compliance with the indemnification provisions of this Agreement.

27 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement  
28 contemplates the personal services of Contractor and Contractor's employees, and the

1 parties acknowledge that a substantial inducement to City for entering this Agreement was  
2 and is the professional reputation and competence of Contractor and Contractor's  
3 employees. Contractor shall not assign its rights or delegate its duties under this  
4 Agreement, or any interest in this Agreement, or any portion of it, without the prior approval  
5 of City, except that Contractor may with the prior approval of the City Manager of City,  
6 assign any moneys due or to become due Contractor under this Agreement. Any  
7 attempted assignment or delegation shall be void, and any assignee or delegate shall  
8 acquire no right or interest by reason of an attempted assignment or delegation.  
9 Furthermore, Contractor shall not subcontract any portion of its performance without the  
10 prior approval of the City Manager or designee, or substitute an approved sub-Contractor  
11 or contractor without approval prior to the substitution. Nothing stated in this Section shall  
12 prevent Contractor from employing as many employees as Contractor deems necessary  
13 for performance of this Agreement.

14 7. CONFLICT OF INTEREST. Contractor, by executing this Agreement,  
15 certifies that, at the time Contractor executes this Agreement and for its duration,  
16 Contractor does not and will not perform services for any other client which would create a  
17 conflict, whether monetary or otherwise, as between the interests of City and the interests  
18 of that other client. And, Contractor shall obtain similar certifications from Contractor's  
19 employees, sub-Contractors and contractors.

20 8. MATERIALS. Contractor shall furnish all labor and supervision,  
21 supplies, materials, tools, machinery, equipment, appliances, transportation and services  
22 necessary to or used in the performance of Contractor's obligations under this Agreement,  
23 except as stated in Exhibit "D".

24 9. TERMINATION. Either party shall have the right to terminate this  
25 Agreement for any reason or no reason at any time by giving fifteen (15) calendar days  
26 prior notice to the other party. In the event of termination under this Section, Contractor  
27 shall pay City for e-waste revenue up to the effective date of termination for which  
28 Contractor has not been previously paid.

1           10.    ADDITIONAL SERVICES. The City has the right at any time during  
2 the performance of the services, without invalidating this Agreement, to order extra work  
3 beyond that specified in the RFP or make changes by altering, adding to or deducting from  
4 the work. No extra work may be undertaken unless a written order is first given by the City,  
5 incorporating any adjustment in compensation, or the time to perform this Agreement. It is  
6 expressly understood by Contractor that the provisions of this paragraph do not apply to  
7 services specifically set forth in the RFP or reasonably contemplated in the RFP.  
8 Contractor acknowledges that it accepts the risk that the services to be provided pursuant  
9 to the RFP may be more costly or time consuming than Contractor anticipates and that  
10 Contractor will not be entitled to additional compensation for the services set forth in the  
11 RFP.

12           11.    AMENDMENT. This Agreement, including all Exhibits, shall not be  
13 amended, nor any provision or breach waived, except in writing signed by the parties which  
14 expressly refers to this Agreement.

15           12.    LAW. This Agreement shall be construed in accordance with the laws  
16 of the State of California, and the venue for any legal actions brought by any party with  
17 respect to this Agreement shall be the County of Los Angeles, State of California for state  
18 actions and the Central District of California for any federal actions. Contractor shall cause  
19 all work performed in connection with construction of the Project to be performed in  
20 compliance with (1) all applicable laws, ordinances, rules and regulations of federal, state,  
21 county or municipal governments or agencies (including, without limitation, all applicable  
22 federal and state labor standards, including the prevailing wage provisions of sections 1770  
23 *et seq.* of the California Labor Code); and (2) all directions, rules and regulations of any fire  
24 marshal, health officer, building inspector, or other officer of every governmental agency  
25 now having or hereafter acquiring jurisdiction. If any part of this Agreement is found to be  
26 in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in  
27 conflict with any applicable laws, but the remainder of the Agreement will remain in full  
28 force and effect.



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13. PREVAILING WAGES.

A. Consultant agrees that all public work (as defined in California Labor Code section 1720) performed pursuant to this Agreement (the "Public Work"), if any, shall comply with the requirements of California Labor Code sections 1770 *et seq.* City makes no representation or statement that the Project, or any portion thereof, is or is not a "public work" as defined in California Labor Code section 1720.

B. In all bid specifications, contracts and subcontracts for any such Public Work, Consultant shall obtain the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification or type of worker needed to perform the Public Work, and shall include such rates in the bid specifications, contract or subcontract. Such bid specifications, contract or subcontract must contain the following provision: "It shall be mandatory for the contractor to pay not less than the said prevailing rate of wages to all workers employed by the contractor in the execution of this contract. The contractor expressly agrees to comply with the penalty provisions of California Labor Code section 1775 and the payroll record keeping requirements of California Labor Code section 1771."

14. ENTIRE AGREEMENT. This Agreement, including all Exhibits,

constitutes the entire understanding between the parties and supersedes all other agreements, oral or written, with respect to the subject matter in this Agreement.

15. INDEMNITY.

A. Consultant shall indemnify, protect and hold harmless City, its Boards, Commissions, and their officials, employees and agents ("Indemnified Parties"), from and against any and all liability, claims, demands, damage, loss, obligations, causes of action, proceedings, awards, fines, judgments, penalties, costs and expenses, including attorneys' fees, court costs, expert and witness fees, and other costs and fees of litigation, arising or alleged to have arisen, in whole or

1 in part, out of or in connection with (1) Consultant's breach or failure to comply with  
2 any of its obligations contained in this Agreement, including all applicable federal  
3 and state labor requirements including, without limitation, the requirements of  
4 California Labor Code section 1770 *et seq.* or (2) negligent or willful acts, errors,  
5 omissions or misrepresentations committed by Consultant, its officers, employees,  
6 agents, subcontractors, or anyone under Consultant's control, in the performance  
7 of work or services under this Agreement (collectively "Claims" or individually  
8 "Claim").

9 B. In addition to Consultant's duty to indemnify, Consultant shall  
10 have a separate and wholly independent duty to defend Indemnified Parties at  
11 Consultant's expense by legal counsel approved by City, from and against all  
12 Claims, and shall continue this defense until the Claims are resolved, whether by  
13 settlement, judgment or otherwise. No finding or judgment of negligence, fault,  
14 breach, or the like on the part of Consultant shall be required for the duty to defend  
15 to arise. City shall notify Consultant of any Claim, shall tender the defense of the  
16 Claim to Consultant, and shall assist Consultant, as may be reasonably requested,  
17 in the defense.

18 C. If a court of competent jurisdiction determines that a Claim was  
19 caused by the sole negligence or willful misconduct of Indemnified Parties,  
20 Consultant's costs of defense and indemnity shall be (1) reimbursed in full if the  
21 court determines sole negligence by the Indemnified Parties, or (2) reduced by the  
22 percentage of willful misconduct attributed by the court to the Indemnified Parties.

23 D. The provisions of this Section shall survive the expiration or  
24 termination of this Agreement.

25 16. FORCE MAJEURE. If any party fails to perform its obligations  
26 because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain  
27 labor or materials or reasonable substitutes for labor materials, governmental restrictions,  
28 governmental regulations, governmental controls, judicial orders, enemy or hostile

1 governmental action, civil commotion, fire or other casualty, or other causes beyond the  
2 reasonable control of the party obligated to perform, then that party's performance will be  
3 excused for a period equal to the period of such cause for failure to perform.

4 17. AMBIGUITY. In the event of any conflict or ambiguity between this  
5 Agreement and any Exhibit, the provisions of this Agreement shall govern.

6 18. NONDISCRIMINATION.

7 A. In connection with performance of this Agreement and subject  
8 to applicable rules and regulations, Contractor shall not discriminate against any  
9 employee or applicant for employment because of race, religion, national origin,  
10 color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or  
11 disability. Contractor shall ensure that applicants are employed, and that employees  
12 are treated during their employment, without regard to these bases. These actions  
13 shall include, but not be limited to, the following: employment, upgrading, demotion  
14 or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay  
15 or other forms of compensation; and selection for training, including apprenticeship.

16 19. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in  
17 accordance with the provisions of the Ordinance, this Agreement is subject to the  
18 applicable provisions of the Equal Benefits Ordinance (EBO), section 2.73 et seq. of the  
19 Long Beach Municipal Code, as amended from time to time.

20 A. During the performance of this Agreement, the Consultant  
21 certifies and represents that the Consultant will comply with the EBO. The  
22 Consultant agrees to post the following statement in conspicuous places at its place  
23 of business available to employees and applicants for employment:

24 "During the performance of a contract with the City of Long Beach, the  
25 Consultant will provide equal benefits to employees with spouses and its  
26 employees with domestic partners. Additional information about the City of  
27 Long Beach's Equal Benefits Ordinance may be obtained from the City of  
28 Long Beach Business Services Division at 562-570-6200."

1 B. The failure of the Consultant to comply with the EBO will be  
2 deemed to be a material breach of the Agreement by the City.

3 C. If the Consultant fails to comply with the EBO, the City may  
4 cancel, terminate or suspend the Agreement, in whole or in part, and monies due or  
5 to become due under the Agreement may be retained by the City. The City may  
6 also pursue any and all other remedies at law or in equity for any breach.

7 D. Failure to comply with the EBO may be used as evidence  
8 against the Consultant in actions taken pursuant to the provisions of Long Beach  
9 Municipal Code 2.93 et seq., Contractor Responsibility.

10 E. If the City determines that the Consultant has set up or used its  
11 contracting entity for the purpose of evading the intent of the EBO, the City may  
12 terminate the Agreement on behalf of the City. Violation of this provision may be  
13 used as evidence against the Consultant in actions taken pursuant to the provisions  
14 of Long Beach Municipal Code Section 2.93 et seq., Contractor Responsibility.

15 20. NOTICES. Any notice or approval required by this Agreement shall  
16 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,  
17 postage prepaid, addressed to Contractor at the address first stated above, and to City at  
18 333 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a copy  
19 to the City Clerk at the same address. Notice of change of address shall be given in the  
20 same manner as stated for other notices. Notice shall be deemed given on the date  
21 deposited in the mail or on the date personal delivery is made, whichever occurs first.

22 21. CERTIFICATIONS; NOTIFICATION. Contractor possesses certain  
23 certifications, including R2 (Responsible Recycling) certification, a voluntary industry  
24 standard for electronics repair and recycling encompassing aspects of quality, data  
25 security, environmental management, and occupational health and safety, which is audited  
26 annually by a 3rd Party. Compliance with all applicable federal, state, and local laws is a  
27 component of R2 certification. In the event that Contractor fails to maintain this  
28 certification, Contractor shall provide notice to the Technology and Innovation Department

1 Customer Services Bureau Manager at the address stated in Section 20, above, within five  
2 (5) business days.

3           22. COVENANT AGAINST CONTINGENT FEES. Contractor warrants  
4 that Contractor has not employed or retained any entity or person to solicit or obtain this  
5 Agreement and that Contractor has not paid or agreed to pay any entity or person any fee,  
6 commission or other monies based on or from the award of this Agreement. If Contractor  
7 breaches this warranty, City shall have the right to terminate this Agreement immediately  
8 notwithstanding the provisions of Section 10 or, in its discretion, to deduct from payments  
9 due under this Agreement or otherwise recover the full amount of the fee, commission or  
10 other monies.

11           23. WAIVER. The acceptance of any services or the payment of any  
12 money by City shall not operate as a waiver of any provision of this Agreement or of any  
13 right to damages or indemnity stated in this Agreement. The waiver of any breach of this  
14 Agreement shall not constitute a waiver of any other or subsequent breach of this  
15 Agreement.

16           24. CONTINUATION. Termination or expiration of this Agreement shall  
17 not affect rights or liabilities of the parties which accrued pursuant to Section 15 prior to  
18 termination or expiration of this Agreement.

19           25. TAX REPORTING. As required by federal and state law, City is  
20 obligated to and will report the payment of compensation to Contractor on Form 1099-Misc.  
21 Contractor shall be solely responsible for payment of all federal and state taxes resulting  
22 from payments under this Agreement. Contractor shall submit Contractor's Employer  
23 Identification Number (EIN), or Contractor's Social Security Number if Contractor does not  
24 have an EIN, in writing to City's Accounts Payable, Department of Financial Management.  
25 Contractor acknowledges and agrees that City has no obligation to pay Contractor until  
26 Contractor provides one of these numbers.

27           26. ADVERTISING. Contractor shall not use the name of City, its officials  
28 or employees in any advertising or solicitation for business or as a reference, without the

OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Long Beach, CA 90802-4664

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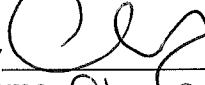
term of this Agreement and for a period of five (5) years after termination or expiration of this Agreement to examine, audit, inspect, review, extract information from and copy all books, records, accounts and other documents of Contractor relating to this Agreement.

28. THIRD PARTY BENEFICIARY. This Agreement is not intended or designed to or entered for the purpose of creating any benefit or right for any person or entity of any kind that is not a party to this Agreement.


IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

HOMEBOY RECYCLING, a California social purpose corporation dba Homeboy Electronics Recycling

3/8, 2018

By   
Name Chris Zwick  
Title Chief Operating Officer

3/8, 2018

By   
Name KAGIRA STOKES THCHISEG  
Title CEO

"Contractor"

CITY OF LONG BEACH, a municipal corporation

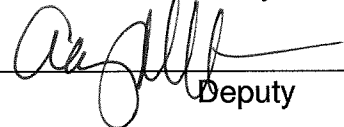
3/20, 2018

By   
City Manager

"City"

This Agreement is approved as to form on March 13, 2018.

CHARLES PARKIN, City Attorney

By   
Deputy

# EXHIBIT “A”

## Scope of Work

City of Long Beach RFP TI 17-097: Transportation and Disposal of Electronic Waste  
**Narrative/Technical Proposal**

**3. SCOPE OF PROJECT**

Homeboy Recycling, a California social purpose corporation (“HBR” or “Homeboy Electronics Recycling”) proposes to provide Electronic Waste disposal services to the City of Long Beach in accordance with all federal, state, and local laws and regulations.

In short, HBR shall perform the following services for the City:

- Pick up e-waste from City Hall and other designated locations in Long Beach
- Transport e-waste to HBR’s facility in Los Angeles
- Refurbish and remarket equipment wherever possible
- Recycle all remaining e-waste

**Expected Equipment:** Computers (with hard drives removed), laptop computers, batteries, computer peripherals, cellphones, pagers, smart phones, printers, multi-function devices (with hard drives removed), fax machines, scanners, telephones, servers, routers and related equipment, as well as, all types of computer monitors and TVs, and all other miscellaneous electronic equipment and components.

**Expected Service Frequency:** Weekly at City Hall (approximately 32 pickups per year based on historical data). Plus ad-hoc pickups.

**Expected Quantity Per Service Instance:** 2-3 pallets

**Expected Staging of Equipment:** At City Hall, equipment will typically be palletized and staged at the dock. At other locations, the material may not be palletized.

**Scheduling**

- HBR will coordinate with City to establish one (1) recurring weekly pickup of e-waste at the Long Beach City Hall between the hours of 8am and 4pm (e.g., every Tuesday at 11AM).
- Service frequency and/or timing can be adjusted as needed.
- If there is not enough material for the weekly pickup, that pickup can be skipped.
- Additional ad-hoc pickups can be requested at any time.
- To schedule a pick-up of e-waste, the City department will contact HBR.
- The City may request pickups at other city locations in Long Beach. HBR will work with the appropriate department contact(s) to schedule convenient pickup times.
- Prior to pickup, HBR will confirm the estimated number of pallet spaces.
- All pickups shall be executed within 5 business days of request by the City.
- Pickups are typically performed by one uniformed staff member. However, if oversize/bulky items or an unusually high volume of material will be present, HBR will assign the necessary additional staff to the job.



### **Packaging and Transportation**

- HBR will use its own employees and vehicles to perform all pickups under the scope of this contract and will not utilize third party Transporters.
- Uniformed HBR staff arrive at designated loading area at City Hall or other city locations.
- If needed, especially at remote sites, HBR will help stack and wrap material on pallets or in gaylord boxes.
- HBR verifies equipment with City and both parties sign **Chain of Custody Form**, based on the number of pallets or containers.
- HBR loads equipment into vehicle, taking title to and sole custody of the equipment when the task of loading has been completed and the papers have been approved and signed by a Department representative.
- HBR transports equipment to HBR's processing facility in Los Angeles, where the equipment is unloaded, weighed, and cataloged.
- The HBR receiving team will sign the **Chain of Custody Form**.

### **Data Destruction**

- Based on language about "hard drives removed" and lack of discussion of data destruction, HBR does NOT expect to receive hard drives or other data storage devices from City under the scope of this contract. However, in the event that such devices are received, HBR will secure them in a locked area until City determines how to proceed.
- In the ordinary course of business, HBR wipes, degausses, and/or shreds hard drives and other data storage devices in conformance with NIST SP 800-88-R1 Guidelines for Media Sanitization.
- Upon request, HBR can record the count (or other information) of sanitized devices in a **Certificate of Data Destruction**.

### **Asset Remarketing**

- Wherever possible, equipment will be tested, repaired/refurbished, and remarketed in accordance with the R2 (Responsible Recycling) standard. HBR recognizes that City makes no guarantees or warranties as to the value or functional, usable condition of the materials sent under this contract.
- HBR will remove all Purchaser asset tags, service tags and any Purchaser information from all equipment and/or material before selling any items.
- For all remarketed items (components or whole units), HBR records the following information for each serializable asset received in an **Inventory Tracking Spreadsheet**:
  - Brand/Make
  - Model
  - Serial #
  - Customer Asset Tag # (if applicable)
  - Condition/Functionality Evaluation
  - Gross selling price
  - Gross rebate amount (% of gross sales)
  - Rebate deductions
  - Net rebate amount

## Recycling

- Non-reusable equipment will be separated, dismantled into base commodities, and recycled to the greatest extent possible (minimizing the use of landfills and/or incineration disposal of equipment and/or materials) in accordance with the R2 (Responsible Recycling) standard.
- HBR will not allow any characteristically hazardous material accepted to be sent to solid waste (nonhazardous waste) landfills or incinerators for disposal or energy recovery, either directly or through intermediaries.
- HBR will receive and process all materials under this contract at its facility located at 1370 E 18th Street, Los Angeles, CA 90021.
- HBR's heavily manual teardown process yields higher purity output streams than do high speed shredding lines. This enhances the recyclability and recoverability of the metals, plastics, glass, and other materials.
- In addition, HBR has a unique relationship with a major electronics OEM to process plastics from the e-waste stream into material for new consumer electronics.
- HBR will prepare and/or confirm City data for California CEW/SB20 Logs.
- HBR will provide a **Certificate of Recycling**, recording the weight of all items accepted by HBR.
- Any non-conforming material (i.e., items not specifically designated above) will be set aside for discussion between HBR and Customer.

## Reporting

- Within ten (10) business days of each pickup, HBR will provide a statement to the City reflecting the revenue owed to the City resulting from E-Waste. HBR will also email a copy of the revenue check and statement to the Technology & Innovation Department's Customer Services Manager. The following documentation will be included with all payments:
  - Contract Number
  - Description of Rendered Activities/Services
  - Contractor's Address
  - Service Period
  - Dollar Amount
- Within ten (10) business days of each pickup, HBR will also provide the documents discussed above:
  - Chain of Custody Form, with final disposition sign off
  - Certificate of Data Destruction (if applicable)
  - Inventory Tracking Spreadsheet (if applicable)
  - Certificate of Recycling
- At calendar year end, HBR will provide a detailed **Annual Report & Impact Summary** including:
  - Total volume of e-waste collected, broken down by product category
  - Local jobs created in processing that volume of e-waste
  - Greenhouse gas emissions avoided by responsible recycling of that e-waste
  - Toxic materials diverted from the landfill by responsible recycling of that e-waste
- HBR will keep appropriate written records of its materials management at its processing facility in order that City may, upon request, audit those records to ensure that such materials were handled, stored, labeled, shipped and disposed of properly.
- HBR will keep complete and accurate records of electronic equipment picked up pursuant to the Contract, including the status, location and disposition of equipment and any facilities and subcontractors handling such equipment. At no additional cost and upon request, HBR shall promptly provide to the City accurate and timely status reports for any equipment transported

under the Contract, for which the City has not yet received the Statement or Certificate of Recycling/Disposal. HBR shall provide documentation of the amount of equipment collected under the contract.

#### Administration

- HBR will designate and assign a customer service representative to this account. This individual will be the primary point of contact and will provide assistance with all service related concerns. Among other things, this individual will be responsible for scheduling any pick-up changes and resolving missed or partial pickups of e-waste (if any).
- HBR will also designate and assign a backup/alternate customer service representative to this account to facilitate efficiency under urgent conditions.

#### R2 Certification

HBR is R2 (Responsible Recycling) certified. This voluntary industry standard for electronics repair and recycling encompasses aspects of quality, data security, environmental management, and occupational health and safety. It is audited annually by a 3rd Party. Compliance with all applicable federal, state, and local laws is a component of R2 certification.

In Addendum #1 to the RFP, the City states that preference will be given to bidders with e-Stewards certification:

*Q: Will you accept bids from an Approved Recycler that is R2 & ISO 14001 Certified, but not e-Stewards?*

*A: Yes, the City will accept bids from R2 certified recyclers (supported by the recycling industry association). However, this certification falls short when it comes to handling toxic materials. It fails to adequately address the four biggest problems with e-recycling: exportation and global dumping of e-waste, sending to unsafe prison recycling shops, incineration of e-waste, and worker protections for recycling workers.*

*Preference will be given to bidders with e-steward certification.*

While we have great respect and appreciation for the e-Stewards standard, we must point out that the language cited above is from an outdated document ([http://archive.ban.org/library/Whats\\_Wrong\\_With\\_R2.pdf](http://archive.ban.org/library/Whats_Wrong_With_R2.pdf)) authored by the Basel Action Network (which created the e-Stewards standard) and the Electronics TakeBack Coalition. This document has not been updated to reflect the new versions of both R2 and e-Stewards and is thus incomplete with regard to current certification criteria.

For HBR specifically, while we have not chosen to certify to e-Stewards at this time, our prohibitions on illegal export/global dumping, forced/child/prison labor, and incineration are described in our Environmental, Health and Safety Policy, attached to this proposal as an addendum and also available on our website at: <http://www.homeboyrecycling.com/certifications>.

If the City has specific concerns, we invite it to review our extensive environmental, health and safety management system (EHSMS), which in many respects exceeds the basic requirements of both R2 and e-Stewards. A master list of EHSMS documents is provided as an addendum.

**Other Certifications**

HBR carries the following certifications:

- **ISO 14001:** International standard for environmental management. 3rd Party Audited.
- **OHSAS 18001:** International standard for occupational health and safety. 3rd Party Audited.
- **B-Corporation:** Rigorous standards of social and environmental performance, accountability, and transparency. Audited.
- **Los Angeles County Certified Social Enterprise:** Vendor# 181518, Record# 7668.

HBR is licensed and approved by the State of California:

- **Department of Toxic Substances Control (DTSC):** Authorized to handle, transport, and treat e-waste. Handler/Business ID# 5706
- **Covered Electronic Waste Recovery and Recycling Payment System:** CEWID# 116626
- **Environmental Protection Agency:** EPA ID# CAL000422591

Copies of these certifications, licenses, and permits are provided as addenda.

**Representations and Warranties**

All material that is not recovered, refurbished, repaired or recycled by HBR will be properly disposed of, and such disposal will, at a minimum, be in compliance with and will not result in liability under all Environmental Laws and any and all other local, state or federal, regional or country laws, regulations or requirements of any kind relating to the disposal of materials.

**Proposed Transporters**

No.	Name	Address	HBR Owned & Operated?
1	Homeboy Recycling, a California Social Purpose Corporation	1370 E 18th Street Los Angeles, CA 90021	Yes

Every Transporter shall have and maintain any and all identification or registration required for transportation of materials under this Contract. All vehicles used for transport of E-Waste under the Contract shall be properly registered and have all necessary permits, insurance, and demonstrate that the transporter is in compliance with the U.S. Department of Transportation Rules and Regulations regarding handling and transportation of hazardous materials.

**Proposed Recycling/Disposal Facilities**

No.	Name	Address	HBR Owned & Operated?
1	Homeboy Recycling, a California Social Purpose Corporation	1370 E 18th Street Los Angeles, CA 90021	Yes

## **9. COMPANY BACKGROUND AND REFERENCES**

### **9.1 Primary Contractor Information**

Homeboy Recycling is a full service electronics recycler offering certified e-waste recycling, data destruction and IT asset recovery services in Southern California since 2011. Below we describe some distinct aspects of our model that we believe will provide an unmatched “triple-bottom-line” (people, planet, profit) solution to the City.

#### **Social Enterprise**

Our mission is to provide secure and responsible electronics recycling and reuse solutions with uncompromising service quality, while employing men and women who face severe barriers to work because of a criminal record. In short, Homeboy Recycling is building a world in which our human and natural resources are valued, not wasted.

In particular, we provide both transitional and permanent employment for graduates of Homeboy Industries’ trainee programs for formerly gang-involved and previously incarcerated men and women who have redirected their lives.

As a social enterprise, we are simultaneously a business and a mission-driven organization. We are distinctive in both areas. Homeboy Recycling is the only company in the world certified to both the R2 (Responsible Recycling) standard for the electronics recycling industry and the B-Corp (Benefit Corporation) standard for social and environmental performance, accountability, and transparency. Our certifications are discussed in greater detail in the SCOPE OF WORK section above.

#### **Reuse Focus**

HBR is focused on finding the highest and best use for discarded electronics. In fact, refurbishment and remarketing of salvaged electronics is HBR’s largest revenue stream. Reuse is preferable to recycling economically (higher value), environmentally (more efficient), and socially (higher skills/better jobs). We are currently opening a retail storefront in our new facility that will further expand this line of business. Such activities have the added benefit of increasing the supply of affordable electronics for the low-income community around our facility.

HBR’s reuse capabilities enhance revenue generation prospects for the City. It is important to assess not only the proposed percentage of gross sales to be rebated to the City, but also the Contractor’s abilities and interest in remarketing as many items as possible rather than simply recycling them.

#### **Manual Dismantling**

In contrast to most e-waste companies, especially those in a high labor cost area like Southern California, HBR heavily utilizes manual dismantling processes. Our social mission means that we prefer to invest in human capital rather than automated equipment.

# EXHIBIT “B”

City’s Representative:

Michael Kek, Customer Service Manager

# EXHIBIT “C”

Consultant’s Key Employee:  
Ana Pacheco, Logistics Coordinator

# EXHIBIT “D”

Materials/Information Furnished: None