

**Request For Proposals
for
Highly Specialized Regulatory Services**



**CITY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS
BUREAU OF SANITATION**

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DECEMBER 11, 2009

**CITY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS
BUREAU OF SANITATION**

**Request For Proposals (RFP)
for
Highly Specialized Regulatory Services**

The City of Los Angeles, Bureau of Sanitation is requesting proposals for as-needed highly specialized regulatory services, as detailed in this Request For Proposals (RFP).

A mandatory pre-proposal meeting will be held for all interested PROPOSERS on:

DATE: JANUARY 15, 2010

TIME: 10:00 A.M. (Pacific Standard Time)

**LOCATION: Hyperion Treatment Plant
 Pregerson Building Room 116
 12000 Vista del Mar
 Playa del Rey, CA 90293**

**NOTE: ATTENDANCE AT THE PRE-PROPOSAL MEETING IS MANDATORY.
FAILURE TO ATTEND THIS MEETING WILL RESULT IN DISQUALIFICATION.**

All technical questions regarding the RFP shall be submitted to the address below in writing at least one (1) week before the pre-proposal meeting. If the City deems it necessary to answer any questions, copies of all questions and responses will be sent by mail to all Proposers attending the pre-proposal meeting as an addendum to the RFP. The identity of Proposers submitting questions will not be disclosed in the addendum. Questions of minor significance may be discussed verbally; however, only written responses may be considered to be part of the RFP requirements. In order to assure the consistent dissemination of accurate information, Proposers shall direct all technical questions in writing to:

**Mr. Ben Attai
City of Los Angeles
Bureau of Sanitation
Regulatory Affairs Division
12000 Vista del Mar
Playa del Rey, CA 90293**

**Telephone: (310) 648-5085
Fax: (310) 648-5115**

**PROPOSAL DUE DATE
FEBRUARY 04, 2009
by 3:00 p.m. (PST)**

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

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

An original and nine (9) copies (a total of ten (10) sets) of all materials listed in Article 3 must be received by the Proposal due date. Only one (1) Good Faith Effort documentation package needs to be submitted. It shall be separately bound and clearly labeled as such.

The RFP, attachments, and mailing list will be posted on www.labavn.org. RFP and attachments can be requested via telephone at (310) 648-5085, or picked up at the above address. Please allow sufficient time to check-in with facility security when attending the Pre-proposal meeting and when submitting a proposal.

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ARTICLE 1 - GENERAL INFORMATION

1.1 Section Headings

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

1.2 Definitions

It is understood that for the purpose of this Request for Proposals that the following words shall be defined as follows:

Board	The Board of Public Works of the City of Los Angeles.
Bureau	The Bureau of Sanitation of the Department of Public Works of the City of Los Angeles. The term Bureau of Sanitation and BOS are synonymous.
City	The City of Los Angeles, Board of Public Works or its subordinate Bureaus. The term City may also refer to the geographic area known as the City of Los Angeles, the City Council, other Departments of the City of Los Angeles, or any person employed by the City of Los Angeles who is authorized to represent the City of Los Angeles in manners concerning this document.
Consultant	The selected proposer.
Contract	The contract agreement between the City of Los Angeles and selected proposer.
Contract Compliance	Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance.
Contract Manager	City employee designated to oversee the resulting contract.
Days	All days are calendar days unless noted.
MBE/WBE/OBE	Minority/Women/Other Business Enterprise.
Proposer	Any individual, partnership, firm, or corporation submitting bid or proposal in accordance with the specifications.
RAD	Regulatory Affairs Division.
RFP	This Request for Proposals.

1.3 Introduction

1.3.1 Purpose

The City is seeking proposals from Proposers to provide highly specialized regulatory services, and other expert consulting services on an as-needed basis to assist the Bureau on issues and projects.

The Bureau plans to utilize Consultants to provide services for regulatory, legislative, permit and communication issues pertaining to the wastewater industry, during the course of a five (5) year period. These services may assist the Bureau in addressing issues related to: pretreatment, collection system operation and management, wastewater treatment operations and management, water recycling, water quality, watershed issues, Clean Water Act Section 303(d) listing and Total Maximum Daily Loads (TMDLs), biosolids recycling, air quality, solid waste operations, communication and public outreach, and renewable energy.

During the past decade, environmental laws and regulations have changed significantly. The U.S. Environmental Protection Agency (U.S. EPA), the State Water Resources Control Board (SWRCB), the Regional Water Quality Control Board - Los Angeles Region (RWQCB-LAR), the California Air Resources Board (CARB), the South Coast Air Quality Management District (SCAQMD), and other environmental agencies control the Bureau's activities through many federal, state, and local laws and regulations. Since the Bureau employs a minimal number of staff to track these issues, the City seeks expertise to address these regulatory and legislative issues in a timely manner.

The City requires creativity, innovation, and experience with these issues in executing the Bureau's mission to protect public health and the environment, and to enhance the Bureau's leadership position in environmental stewardship.

1.3.2 Background

The City owns, manages, operates and maintains an integrated wastewater system that serves approximately 4 million residents. The 600 square mile service area includes most of the City of Los Angeles and 29 other cities or agencies that contract for wastewater conveyance through the Bureau's collection system and wastewater treatment or reclamation plants. The Bureau provides pretreatment, wastewater collection and treatment; biosolids recycling; air quality emissions test and controls; and water recycling. The Bureau also manages and operates solid waste collection, recycling and disposal facilities.

- **Pretreatment**

This area of service is reflected in the requirements of the Clean Water Act (CWA) for the owner of a Publicly Owned Treatment Works (POTW) to monitor and regulate the industries that discharge into the City's wastewater collection and treatment system.

- **Collection System Operation and Management**

Wastewater from commercial, industrial and residential development are collected by a conveyance system that consists of 47 pumping plants and injector pumps, and approximately 6,500 miles of gravity sewers and force mains. Most of this collection system lies in the Hyperion Service Area, while a much smaller part of the collection system lies in the Terminal Island Service Area.

The City engages the public through stakeholder meetings on wastewater system issues affecting the community, including the continuing effort to improve and maintain the City's wastewater infrastructure. The City manages implementation, compliance, and coordination of the Collection System Settlement Agreement, which requires the City to rebuild many of the aging pumping plants and to address issues regarding gravity sewers and force mains. This comprehensive program of cleaning, upgrading, and repairing the sewer system continues to benefit the entire City and marked a historic collaboration between the City, environmental advocates, community groups, and the state and federal governments.

- **Wastewater Treatment Operations and Maintenance**

The Bureau owns, operates and maintains four (4) facilities. The Hyperion Treatment Plant (HTP) in Playa del Rey is the largest of the four (4) plants, and supports full secondary activated sludge processes and sludge treatment. The Donald C. Tillman Water Reclamation Plant (DCT) and the Los Angeles-Glendale Water Reclamation Plant (LAG), are both upstream from the HTP and provide activated sludge and nutrient removal systems, as well and tertiary treatment and nitrification/denitrification. The Terminal Island Treatment Plant (TITP) provides activated sludge treatment, some nutrient removal, tertiary filtration, and uses advanced treatment on a portion of its flow, which features microfiltration/reverse osmosis (MF/RO).

Environmental laws and regulations have had significant financial impact on the Bureau's wastewater program, including implementation of full secondary treatment at HTP at a capital cost of approximately \$1.6 billion for a design flow of 450 Million Gallons per Day (MGD). Revised effluent limits could require implementation of microfiltration/reverse osmosis (MF/RO) at a substantial capital and Operations and Maintenance (O&M) cost to the City.

Additional regulatory pressures include the development and implementation of dozens of TMDLs, along the Los Angeles River, into which LAG and DCT discharge. Local Basin Plan amendments were proposed to provide appropriate interpretation of narrative standards, which could directly affect permit limits. Participation in the biennial development of CWA Sections 303 (d) and 305 (b) lists are necessary to identify and designate impaired waters. Implementation of the California Toxics Rule (CTR) with the State Implementation Plan (SIP) for California and the sunset provision, as well as

the National Toxics Rule (NTR), may also require further evaluation. This is further complicated by growing technical sophistication for sampling and laboratory analyses, as outlined in new and proposed regulations, and as prompted by on-going studies. The Bureau continues to experience regulatory challenges regarding emerging contaminants of concern, situations, and problems, and must advocate legal challenges to regulations and permits.

- **Stormwater**

Since its inception in 1990, the Stormwater Program has complied with its Municipal Stormwater National Pollutant Discharge Elimination System (NPDES) Permit regulations. This broad-based program encompasses public education and outreach, commercial / industrial facilities inspection, private development plan approval, construction development activities inspection, illicit discharge and dumping site investigations, and monitoring of the City's receiving water bodies.

The stormwater system includes approximately 1,200 miles of storm drains, 11 pumping plants, 38,000 catch basins and 10 flood control channels. As with the wastewater system, the success of the stormwater system is attributed to an excellent preventive maintenance program, designed to protect streets from flooding and local waterways from many pollution sources. This maintenance program is based on established goals, which are consistent with the Capacity, Management, Operation and Maintenance (CMOM) regulations.

- **Water Recycling**

Water reclamation and reuse are components of the Bureau's wastewater program. HTP, DCT, and LAG support water recycling and reuse; TITP produces reclaimed water. HTP provides up to 30 MGD of secondary treated water to the West/Central Basin Water District, which uses MF/RO to produce highly treated reclaimed water for seawater intrusion barrier along the Santa Monica Bay, irrigation, and industrial uses.

DCT will provide reclaimed water to the Department of Water and Power (DWP), which may use it for groundwater recharge by spreading in the East Valley Water Recycling Project (EVWRP). DCT and LAG recycled water is used for many types of irrigation and other Title 22 approved uses. TITP provides reclaimed water to the Harbor Water Recycling Project.

Laws and regulations, particularly the Water Reclamation Criteria of Title 22, control how the Bureau produces recycled water. The cost of complying with the TITP NPDES permit to remove effluent from the Los Angeles Harbor was approximately \$40 million for Phase I production with just 5 MGD of product water. RWQCB-LAR Resolution 94-009 requires "achieving total reuse of the TITP effluent by 2020." Meanwhile, salinity and Total Dissolved Solids in Metropolitan Water District of Southern California water from the Colorado River Aqueduct and the California Aqueduct continue to rise.

- **Biosolids Recycling**

All biosolids processing and handling facilities are located at the HTP and TITP. Biosolids are a byproduct of wastewater treatment, which can be used as soil amendment in land application and composting.

Use and disposal of biosolids is regulated by Part 503 of Title 40 of the Code of Federal Regulations (CFR). Laws such as AB 939 encourage diversion of recyclable waste from landfills, but proposed regulations on biosolids recycling may preclude land application and require alternatives. The continued land application of more highly treated biosolids may be allowed, but at increased capital and O&M cost for the new facilities/processes. Alternatives to land application are in pilot stages, including the Terminal Island Renewable Energy project, which involves the injection of biosolids into deep geologic formations to produce methane gas.

- **Air Quality**

Under Title V of the 1990 Federal Clean Air Act (CAA), the U.S. EPA has delegated authority to CARB and the SCAQMD to issue federally enforceable air permits to major facilities. Title V consolidates the existing air permits into a single air permit.

State and federal laws and regulations control much of the Bureau's daily operations: emissions from engines, digester gas handling and storage, and treatment processes. The Bureau incorporates a variety of approaches to mitigate air quality and odor control issues at the treatment plants and in the collection system. The Bureau has implemented prevention programs and procedures to meet safety and emergency response requirements such as chlorine and sulfur dioxide disinfection alternatives.

AB 32, the Global Warming Solutions Act, requires reduction of greenhouse gas emissions over the next 40 years. By 2020, the Bureau needs to reduce emissions back to 1990 levels, which amounts to approximately a 25-30% reduction. By 2050, the Bureau needs to be 80% below 1990 emissions level. This bill and subsequent regulations will significantly impact Bureau operations. The Bureau is participating in the development of a Local Government Operations Protocol to create an emissions inventory with other agencies and associations and the Climate Registry.

- **Solid Waste Operations**

The Bureau diverts approximately 65% of solid waste from landfills through the recycling program. However, new laws and regulations continue to shape the requirements for disposition of solid wastes and its recyclable elements.

- **Communications and Public Outreach**

The Bureau continues to implement new and innovative treatment technologies. Although the wastewater industry has recognized these achievements by selecting HTP as one of the top ten public works projects of the century, the public has not. More public outreach programs are needed to communicate with regulatory agencies, environmental and community groups, the general public, wastewater industry, and other businesses and industries.

1.3.3 Scope of Services

The proposed scope of work will include, but not be limited to the following:

- Provide technical review and analysis of existing and proposed legislation and regulations, and evaluate impacts on the Bureau's operations maintenance and capital programs;
- Provide the Bureau with technical expertise in the preparation and development of special studies and reports, including: economic cost analysis; engineering feasibility analysis; environmental impact assessment; Site Specific Objectives , Use Attainability Analysis, and investigations regarding regulatory rule making and permit compliance;
- Identify potential non-compliance issues and cost-effective mitigation options;
- Plan, perform or supervise field sampling, monitoring, surveys, assessments, and related tasks;
- Evaluate and recommend suitable discharge permit limits and appropriate permit language that provides for environmental protection;
- Provide rationale and documentation to support negotiation with the RWQCB-LAR, the SWRCB, and the U.S. EPA at the Regional and National level in the development of reasonable and cost effective NPDES permit requirements, Waste Discharge Requirements, and Water Recycling Requirements;
- Prepare other environmental documents in support of Bureau operations including: developing draft comment letters on proposed and pending regulations and legislation; developing and executing work plans for work in support of permits, specific regulations or regulatory proposals, legislation or proposed legislation potentially impacting these, and related projects; developing draft "White Papers" on wastewater and stormwater and renewable energy proposed and pending regulations, legislation impacting these, and related topics; review of Regional Beneficial uses and Basin Plans; review of U.S. EPA Guidance, reports, and other related documents; SWRCB Resolutions, reports, and other specific documents; review of RWQCB-LAR Resolutions, studies, reports, correspondence, plans and other specific documents; and development of reports and other documents based on the above and work of others;

- Support TMDL development, including stakeholder involvement, modeling, biological and chemical assessment of ambient receiving water conditions, analysis of control options, and load and waste load allocations;
- Develop and implement communication and outreach strategies to support the Bureau's environmental work and responsibilities with non-governmental organizations, the general public, regulatory agencies, and other Publicly Owned Treatment Works (POTWs);
- Identify and evaluate alternative approaches to wastewater treatment, water reclamation and reuse, and renewable energy options;
- Identify and evaluate emerging constituents of concern for impacts on Bureau operations and the environment;
- Assist in the development of: grant applications; water quality permits; air quality permits; biosolids permits; renewable energy permits; translator studies, and other specific data development projects;
- Negotiate permits with regulators including, but not limited to, RWQCB-LAR, SWRCB, U. S. EPA, SCAQMD, and CARB;
- Provide services related to development of water quality objectives and sediment quality objectives including CWA section 303(d) list of impaired water bodies; and
- Provide other related services and products, as requested.

1.4 General Requirements for Responding to the RFP

The Proposer shall comply with all terms and conditions as specified herein. The submission of the proposal shall be considered as prima facie evidence that the Proposer has familiarized himself/herself with and understands the conditions under which the Contract is to be awarded, performed, and administered.

No letter, stipulation, or exception submitted with a proposal shall modify the terms of the Contract. Proposers are cautioned not to attach any conditions, limitations, or provisions to the proposal as such conditions, limitations, or provisions will render their bid non-responsive and cause its rejection.

1.4.1 Proposal Submission Deadline and Address

Proposers shall submit sealed proposals by 3:00 p.m., (PST), on February 4, 2010 addressed as follows:

City of Los Angeles
Bureau of Sanitation

12000 Vista del Mar, Steve Harrington Building, 4th Floor
Playa del Rey, CA 90293
Attention: Ben Attai

The entire original proposal must be delivered in a sealed package that is clearly labeled,

“Proposal To Provide Highly Specialized Regulatory Services”. Proposals received later than the above-mentioned deadline will be returned, unopened, to the Proposer, and that Proposer will be eliminated from consideration for this contract. A delivery acknowledgement will be issued at the receipt of the proposal package and will be provided to the proposer’s delivery agent, or in the case of commercial delivery, returned by US Mail to proposer’s address, as noted on the outside of the proposal package.

1.4.2 Proposal Presentation

All proposals shall:

1. Be unbound and photocopy ready (original copy)
2. Be typed or printed double-sided, on 8-1/2 by 11 inch size recycled and recyclable paper
3. Be enclosed in a single sealed package plainly labeled with the words “Proposal To Provide Highly Specialized Regulatory Services”
4. Not exceed 30 narrative pages, exclusive of required City documents, resumes, references and printed materials
5. Have continuously numbered pages
6. Label each Article with title headers

1.4.3 Proposal Organization

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

- Title page
- Signature and Authority Page (See 1.4.6 below)
- Documentation Checklist (See Article 7)
- Table of Contents
- Executive Summary
- Proposal Minimum Qualifications and Technical Requirements
- Business Arrangements
- Contractually required forms (See Article 7)
- City Standard Legal Requirements (See Article 5)
- PROPOSER Price and Cost Offer
- Proposed Techniques and Equipment

1.4.4 General Company Information

The proposal shall include:

- a. Legal name and address of the PROPOSER
- b. Statement of PROPOSER Business Activity
- c. Names of officers legally authorized to sign contract

- d. Name, qualifications, educational and professional credentials, and experience, of officers and staff
- e. Task assignments of each staff member
- f. Financial qualifications (number of years with legal nonprofit status, current financial status documentation, etc.)
- g. Signatures and declarations
- h. Legal proof of Business Tax Registration Certificate

1.4.5 Copies, Good Faith Effort, and Proprietary Information

An original and nine (9) copies (a total of ten (10) sets) of all materials listed in Article 3 must be received by the Proposal due date. Only one (1) Good Faith Effort documentation package needs to be submitted, separately bound and clearly labeled.

In proposals containing proprietary information, proprietary paragraphs and/or other data should be clearly marked as noted below in Section 1.4.10. The Proposer must include one extra unbound copy of the proposal with the confidential material totally blacked out or removed from the text so that one copy is available as public material.

1.4.6 Signature and Authority

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

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

1.4.7 Mandatory Pre-Proposal Meeting

A mandatory pre-proposal meeting will be held on **January 15, 2010 at 10:00 a.m. at Hyperion Treatment Plant, Pregerson Building, Room 116, 12000 Vista del Mar, Playa del Rey, CA 90293**. Prospective Proposers not attending this pre-proposal meeting will not be permitted to participate in this RFP solicitation process. Information regarding proposal requirements and procedures will be presented and inquiries from Proposers will be answered at this meeting. The City is not responsible for dissemination of information to those not present at the pre-proposal meeting.

1.4.8 Questions Regarding RFP

Technical questions regarding this RFP will only be addressed at the pre-proposal meeting. Technical questions must be submitted in writing one (1) week prior to the pre-proposal meeting. If the City deems it necessary to answer any technical questions submitted, copies of all technical questions and responses will be sent by return mail to all Proposers who attended the meeting, as an addendum to the RFP. The identity of the Proposers submitting technical questions will not be disclosed. Technical questions of minor significance may be discussed verbally; however, only written responses may be considered to be part of the RFP. Proposers shall direct all technical questions to the Project Manager to ensure that consistent and accurate information is disseminated:

Mr. Ben Attai
City of Los Angeles
Bureau of Sanitation Regulatory Affairs Division
12000 Vista del Mar, Steve Harrington Building, 4th Floor
Playa del Rey, CA 90293
Telephone: (310) 648-5085
Fax: (310) 648-5115

The outside of the envelope should clearly state that it contains technical questions about the "Request for Proposals to Provide Highly Specialized Regulatory Services."

Questions pertaining to Standard City Requirements should be directed to the Department stated in the RFP.

1.4.9 Proposal Cost and Ownership

Each proposal prepared in response to this RFP shall be prepared at the sole cost and expense of the Proposer and with the expressed understanding that no claims against the City for reimbursement will be accepted. All proposals will become the property of the City and will not be returned to the Proposer. The Proposer should not include confidential information or trade secrets without expressly stating and identifying the information or trade secrets to be considered confidential, since all accepted proposals will become public information following the closure of the RFP selection process. However, if such information

is necessary to assure a competitive proposal, then the Proposer is to follow the guidelines for confidential information as discussed below.

1.4.10 Confidential Information

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

“NOTICE”

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

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

The Proposer must include one additional unbound copy of the proposal with the confidential material totally blacked out or removed from the text so that one copy is available as public material.

1.5 Rights Reserved by the City

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

- Negotiate best and final offers with Proposers.

- Due to the sensitive nature of proposals, public disclosure of proposals will not be permitted to be reviewed until the evaluation process is complete and best and final offers are finalized.
- Request additional information and/or clarification from the Proposers.
- Reject any or all proposals, permit the timely correction of errors, or waive minor deviations.
- Modify the length of the contract term and associated renewal options.
- Withdraw or modify this RFP.
- Extend the time for submittal.
- Short-list any or all proposals and schedule oral presentations by the Proposers.
- Take whatever other action it deems in its best interest.
- This RFP does not obligate the City or any of its member agencies to accept any proposal, negotiate with any Proposer, award a contract, or proceed with the development of any project proposed in response to this RFP.

The proposal submitted by a potential proposer shall remain in effect for at least 240 days after the date the proposals are due. The City may enter into an agreement on the basis of the proposal at any time within 240 days after the date the proposals are due. If no contract is awarded within 240 days after the date the proposals are due, any proposer may withdraw its proposal. No proposal submitted may be withdrawn prior to such time without express written consent of the City.

ARTICLE 2 - MINIMUM QUALIFICATIONS

Through this RFP, the City is soliciting proposals for highly specialized regulatory services and other expert consulting services on an as-needed basis to assist the Bureau on issues and projects.

The City desires to receive proposals from qualified and capable Proposers who can demonstrate a high degree of technical, operational, and financial abilities to provide the services as described in Sub-article 1.3.3. All proposals must meet the following minimum qualifications to be considered.

1. Demonstrate knowledge and understanding of issues related to the Scope of Services (Sub-article 1.3.3) for highly specialized regulatory services.
2. Demonstrate ability to perform the services stated in Sub-article 1.3.3 in a timely, competent and acceptable manner including, but not limited to, availability and commitment to the performance of the Contract:
 - a. Adequate financial resources;
 - b. Necessary licenses, organization, experience, accounting controls and operational controls;

- c. Sufficient personnel with the necessary expertise and technical skills;
 - d. Necessary production and technical equipment and facilities; and
3. Demonstrate record of satisfactory performance on contracts for the life of the firm or the last five (5) years, whichever is less, and by their officers and directors for the last five (5) years, including, but not limited to:
- a. No suspension or revocation of any relevant professional license, or significant fines or penalties, for failure to comply with substantive licensing requirements;
 - b. No termination for default of any contract, or significant failure to perform timely or in accordance with the proposal, plans and/or specifications;
 - c. No significant failure to comply with labor laws and regulations, including, but not limited to, laws pertaining to timely payment of wages, sexual harassment, child labor and timely payment of all obligations to subcontractors, vendors, suppliers and truckers;
 - d. No significant disregard for the personal safety of employees, other personnel on construction sites, or the public (repeated or multiple failures to comply with safety rules, regulations, or requirements can be considered as significant);
 - e. No violation of Workers' Compensation laws;
 - f. No significant failure to comply with laws and regulations prohibiting discrimination or promoting equal employment opportunity; and
 - g. No significant violation of local, state or federal environmental protection laws, rules, regulations, or requirements including those related to the unauthorized or unpermitted discharge of pollutants, including wastewater.
4. Demonstrate record of satisfactory integrity and business ethics for the life of the firm or the last five (5) years, whichever is less, and by their officers, directors and holders of 5% or more of their stock or equity, for the last five (5) years, including, but not limited to:
- a. No conviction of a crime involving bidding upon or performance of a local, state or federal government contract;
 - b. No conviction of a crime involving serious moral turpitude, a fundamental lack of integrity, or the knowing disregard of the law; and
 - c. The absence of repeated failures to demonstrate the required good faith efforts to satisfy the City's subcontractor outreach program.
5. Demonstrate proven record of appropriate business ethics toward subcontractors, including, but not limited to, the following:
- a. Demonstrate knowledge of and compliance with federal, state and City of Los Angeles laws and regulations pertaining to utilization of subcontractors and business practices toward subcontractors;
 - b. Demonstrate commitment to practices of good faith and fair dealing toward subcontractors; and
 - c. Demonstrate record of satisfactory performance of contractual obligations owing to subcontractors, including timely payment.

6. Demonstrate that in the past five (5) years, the Proposer has not failed to submit all required bonds and insurance documents upon notifications of award of the contract by the Board of Public Works or another governmental contract awarding authority and in the time frame designated in the bid documents.
7. Demonstrate that in the past five (5) years, the Proposer has not failed to submit requested, additional information by the date and time specified by Proposer's staff after receipt of bids or proposals but prior to the award of the contract. The requested additional information is that information requested by staff which is necessary, as determined by staff, for either staff or the Board of Public Works to render a recommendation or make a decision relative to the award of a Board of Public Works contract.
8. Demonstrate that in the past five (5) years, the Proposer has not listed and/or utilized a subcontractor which has previously been declared to be non-responsible by the Board of Public Works or another governmental contract awarding authority. Whether the contract for the work was awarded by the Board of Public Works or not shall have no bearing on these criteria.
9. Demonstrate that now or in the past five (5) years, the Proposer has not listed and/or utilized a subcontractor which has previously been replaced on a City contract, where the substitution was approved by the Board of Public Works based on at least one of the following reasons:
 - a. The subcontractor was found to be substantially unsatisfactory and not in substantial compliance with the plans and specifications of the City contract; and/or
 - b. The subcontractor was found to be substantially delaying or disrupting the progress of the City contract work.
10. Demonstrate experience in working with culturally diverse communities.
11. Demonstrate experience in organizing, developing representative sampling methods for and conducting neighborhood-level, door-to-door surveys using bi-lingual (English and Spanish) staff to solicit resident views on environmental and public health problems. Consistent, standardized data collection formats required.
12. Demonstrate experience in planning, organizing logistics for and facilitating public outreach and education-oriented community meetings and interactive workshops with topics covering, but not limited to: community-specific environmental and public health problems, environmental laws and ordinances, general environmental regulations and compliance requirements, air pollution and air quality monitoring, health risk assessment modeling, and mitigation strategies development. Notices for all community meetings must be in English and Spanish and simultaneous Spanish translation at meetings and workshops will be required.
13. Demonstrate ability to secure proven technical resources with expertise in pretreatment, collection system operation and management, wastewater treatment operations and

maintenance, water recycling, biosolids recycling, air quality emissions testing and controls, solid waste operations, and communication and public outreach.

14. Demonstrate understanding of and experience in environmental justice principles, issues, assessments and action-oriented solutions.
15. Demonstrate experience in techniques for building consensus and community-based partnerships, including residents, schools, community and faith-based organizations, businesses, and public agencies.
16. Demonstrate experience in working effectively with state and local elected officials and their staffs for briefings, issue resolution, event planning and other matters.
17. Demonstrate experience in managing complex projects and coordinating multiple agencies and stakeholders.
18. Availability and responsiveness to the needs of the Regulatory Affairs Division (RAD); and
19. Level and quality of effort per rate (competitive pricing in relation to other proposals received).

ARTICLE 3 - PROPOSAL REQUIREMENTS AND EVALUATION

3.1 Proposers' Submittal

Proposers are required to submit all documents requested in Section 1.4 of Article 1, Sections 3.1.1 and 3.1.2 of Article 3, Section 5.1.3 of Article 5, and all completed Standard Provisions for City Contracts forms in the Appendix.

3.1.1 Statement of Qualifications (SOQ)

Proposer(s) shall demonstrate capability to fulfill the Scope of Services and provide all the required information. Responses to the RFP shall be made in accordance with the format set forth in this RFP. Proposals shall completely cover the RFP specification and requirements in this section. Exceptions or omissions shall be explicitly noted and explained. Failure to meet this requirement shall deem the SOQ as non-responsive. In the event the Proposer(s) wishes to present qualifications in addition to the required items, such information shall be presented under the heading "Additional Qualifications We Wish To Present." If the Proposer(s) does not wish to present such information, it should state: "There are no additional qualifications we wish to present."

Proposer(s) shall follow the format as provided below.

a. Cover Letter

The Proposer(s) shall submit a one-page letter of introduction, which shall include the name, address, and telephone number of the person who will be authorized to represent the Proposer(s). An officer authorized to bind the

Proposer(s) to all commitments made in the SOQ must sign each proposal on behalf of the Proposer(s). The letter must also include the following declaration:

“This SOQ is genuine, and not a sham or collusive, nor made in the interest or in behalf of any person not herein named; the Proposer(s) has not directly or indirectly induced or solicited any other Proposer(s) to put in a sham bid, or any other person, firm or corporation to refrain from submitting a SOQ; and the Proposer(s) has not in any manner sought by collusion to secure for himself an advantage over any other Proposer(s).”

b. Table of Contents

A table of contents shall identify the contents of the SOQ by section and sequential page number.

c. General Company Information

The proposal shall include:

- i. Legal name and address of the Proposer;
- ii. Statement of Proposer Business Activity;
- iii. Names of officers legally authorized to sign contract;
- iv. Financial qualifications (number of years with legal nonprofit status, current financial status documentation, etc.);
- v. Signatures and declarations;
- vi. Legal proof of Business Tax Registration Certificate

d. Previous Experience

An up-to-date listing of relevant previous experience including a detailed statement of the Proposer's area(s) of expertise and specialization related to the areas detailed in the estimated Scope of Services. Include specific references to projects, published works, development and demonstration programs, and other related experience.

e. Project Approach

The SOQ shall describe the approach to the project proposed by the Proposer(s). This shall address the key issues involved in the proposed tasks, the proposed quality review procedure, and the general approach to completing the types of assignments proposed. Sufficient information shall be provided to ensure that it is evident that the Proposer(s) has the capability to complete the proposed tasks.

f. Assigned Personnel

The SOQ shall include the names of the key personnel, whom the Proposer(s) employs or plans to employ or hire through subcontract, to perform the

requested services. For each person listed, the following information should be provided:

- i. Description of the type of work he or she will perform as relates to the Scope of Work;
- ii. Availability of the person to work on tasks related to the project;
- iii. Academic achievements, including all college undergraduate and graduate education; and
- iv. Relevant work experience in years and level of responsibility.

SOQ shall also include an organization chart depicting the lines of authority, the project team, and the relationships of the organizational units and the names of the key personnel who will be doing the work. The project manager shall be clearly identified. The City shall approve in advance any changes in project team members or levels of commitment to the project. The City shall reserve the right to have the consultant(s) replace any project team personnel. Full-length resumes shall be included only in the appendices.

g. References

Proposer(s) shall submit a listing of successfully completed projects that resemble the work to be done and the dates of completion. Proposer(s) shall provide the name, title, address, and phone numbers of a contact for each project listed. Three (3) to five (5) references shall be provided for each proposer and subcontractor, if possible.

Proposer(s) shall submit one work sample that is similar in nature to the scope of services to be done. Work samples shall be submitted in electronic format (e.g. CD-ROM), which will not be returned.

h. Project Cost

Proposer(s) shall specify hourly labor rates for all assigned personnel.

- i. Submit proposed hourly rates exclusive of overhead and profit for personnel that will be used on the project, using the form in Attachment 13. The City reserves the right to negotiate final hourly rates for this contract.
- ii. Submit proposed overhead, profit, and mark-ups (on labor and other direct costs) for both the prime and sub-consultant firms being proposed, using the form in Attachment 14, and a breakdown of overhead. The proposed overhead, profit, and mark-ups shall be used as a basis for negotiation after selection of the prime consultant. Overhead shall be considered as indirect costs, including administrative costs, insurance premiums, social security, pension, and pro rata allowance for vacation, sick leave, and holiday pay.
- iii. Submit a proposed schedule of direct costs. Billable expenses include labor, travel, and other justifiable expenses directly attributable to work detailed in the contract Statement of Work. Travel, printing and

postage, photo processing, shipping/messenger, and laboratory tests and analyses and other justifiable expenses shall be billed at cost.

- iv. Proposer may suggest or recommend an alternative basis for payment, for which the City shall possess the sole discretion to select. However, the proposer shall be deemed non-responsive without the estimated payment schedule.
- v. Identify possible areas of use of subconsultants, areas of expertise and their Minority Business Enterprise, Women Business Enterprise, or Other Business Enterprise (MBE/WBE/OBE) status.
- vi. All expenditures shall comply with all City requirements. All expenses shall be subject to audit.
- vii. Proposer(s) shall provide adequate documentation on the financial status of their firm, which shall permit the City to evaluate the Proposer's ability to complete the work.

i. Appendices

Consultant(s) may include any information deemed appropriate.

3.1.2 Contractual Requirements

Contract requirements of the City of Los Angeles require all Consultants to comply with the provisions set forth in Article 4 Contractual Terms and Conditions and to provide all necessary documentation.

3.1.3 City Policy Compliance Qualifications

Article 5 and Attachments contain City policies which personal service contractors are required to comply with in order to be awarded a contract. These include:

- a. Contractor Responsibility Ordinance
- b. Contractor Evaluation Performance Ordinance
- c. Business Tax Registration Certificate Number
- d. Nondiscrimination/Equal Employment/Affirmative Action
- e. Indemnification and Insurance
- f. Equal Benefits Ordinance
- g. Living Wage Ordinance/Service Contractor Worker Retention Ordinance
- h. MBE/WBE/OBE Subcontractor Outreach Program
- i. Headquarters and Work Force Information
- j. Los Angeles Contract History
- k. Non-collusion Affidavit
- l. Municipal Lobbying Ordinance

- m. Slavery Disclosure Ordinance
- n. Child Support Ordinance
- o. Americans with Disabilities Act

3.1.4 Additional Services

Other Support Services as needed – the City may request the Consultant to provide additional services and/or amend this contract to cover the additional related services.

3.2 Proposal Evaluation Criteria

Proposals that meet all of the proposal requirements will be given a thorough and objective review. Primary consideration will be given to those meeting the requirements as stated in this RFP.

The City may narrow the focus of the selection process by short-listing the Proposers whose proposals are most worthy of final consideration for contract award based on the overall results of the proposal evaluation process.

The main criteria to be used for the selection of the respondents are outlined and summarized as follows:

Proposal Evaluation Criteria	Maximum Score
<i>A. Ability to Perform Specified Tasks and Projects</i> This includes Proposer's record of past performance in providing services relative to this Scope of Services including work quality and effectiveness; completion of work on schedule and within budget; design, development, and implementation methodologies; and responses of references.	40
<i>B. Professional/Technical Qualifications</i> This includes: experience and qualifications of personnel; and expertise in providing services as discussed in Scope of Services.	30
<i>C. Rate and Fee Schedule / Subcontractor Utilization</i> This includes fee schedules, overhead and Subconsultants mark up; and personnel utilization including MBE/WBE/OBE subconsultants.	30
Maximum Score (TOTAL)	100

3.3 Selection Process

Proposers shall comply with all City requirements, as stated in sub-article 3.1.4. Proposers are required to submit, with their proposals, all forms and documentation as detailed in the Attachments. Failure to comply with the above-mentioned City requirements may result in the proposal being deemed unresponsive.

Interested Proposers will submit proposals to demonstrate their qualifications and capability of adequately meeting the requirements necessary to provide the needed services. A review board selected by the City using the criteria outlined in Article 3.2 will evaluate proposals uniformly. Proposers will be given a numerical score for each standard in the evaluation criteria table, as determined by the evaluation conducted by a review board.

The review board may choose to short-list the Proposers based upon their ability to provide proposals for the required services. Prospective Proposers may, at the option of the review board, be invited to make oral presentations. The Proposer's representatives must be in attendance at this presentation.

Those Proposers submitting the most qualified service proposals as stated above and representing the best value will be awarded contracts.

ARTICLE 4 - CONTRACTUAL TERMS AND CONDITIONS

The City may execute a contract with the selected Proposer that will provide services specified in this RFP. The Contract will incorporate all elements of the Proposer's business and technical proposals. The Contract is subject to the final approval of the Board, Mayor and City Council. Set forth in this section are the major terms of the business arrangement that the City seeks with the Proposer, as further defined by the proposal items contained in the Proposer's proposal.

4.1 Contract Term and Cost Ceiling

The selected Proposer will provide services on an as-needed basis for up to five (5) years. The cost ceiling for this Contract shall not exceed \$5,000,000. No guarantee can be given that this total will be reached or that it will not be exceeded. Awarding of the Contract is contingent upon funding by the City Council.

4.2 City Limited to Obligation of Present Appropriation

City liability under the proposed Agreement shall only be to extent of the present appropriation to fund this agreement. 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 agreement. 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 said work. The Contractor and City agree that no indebtedness for work performed which results in costs under the proposed Agreement

shall arise against the City until and unless there is an appropriation of funds to pay for such work.

4.3 Ownership and License

Unless otherwise provided for herein, all Work Products originated and prepared by Consultant 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. Consultant hereby assigns, and agrees to assign, all goodwill, copyright, trade mark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared by Consultant under this Contract. Consultant 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 Consultant or its subcontractors of any tier under this Contract, Consultant hereby grants a non-exclusive perpetual license to use such Work Products for any City purposes.

Consultant shall not provide or disclose any Work Product to any third party without prior written consent of the City.

Any subcontract entered into by Consultant 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 Consultant to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject Consultant to the imposition of any and all sanctions allowed by law, including but not limited to termination of Consultant's contract with the City.

4.4 Intellectual Property Indemnification

Consultant, 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 Consultant, 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 Consultant, 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 section shall survive expiration or termination of this Contract.

4.5 Intellectual Property Warranty

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

4.6 Subcontractors

Acceptance or rejection of a proposer's request to use subcontracts is at sole discretion of the City. With approval of the City, the consultant may enter into subcontracts and joint participation agreements with others for the performance of portions of resultant agreement.

The provisions of resultant agreement shall apply to all subconsultants in the same manner as to the consultant. In particular, the City will not pay, even indirectly, the fees and expenses of subconsultants that do not conform to the limitations and documentation requirements of resultants agreement.

4.7 Changes or Modifications

Changes or modifications in the terms of the Contract may be made at any time by mutual written agreement between the parties hereto. The Contract Manager's authority to amend the agreement will be limited to modifications, which do not change the total compensation for services. Should it become necessary to exceed the total compensation, an amendment approved by the Mayor or Board, as appropriate, will be required.

4.8 Acceptance of Terms and Conditions

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

4.9 Assignment of Work

Project work shall be initiated only when Consultant and City have duly signed a Task Agreement Form (TAF) which shall generically include:

- a. Brief summary of discussion that initiated submittal of said Form, including:
 - i. Date of discussion(s),
 - ii. Requestor's name(s), and
 - iii. Purpose(s) of work;

- b. Scope of anticipated task(s);
- c. Tentative schedule;
- d. Anticipated use of subcontractors, including proposed MBE/WBE/OBE utilization;
- e. Cost estimate, including travel expenses;
- f. List of designated principal and lead staff assignments for City, Consultant, and subcontractor (s); and
- g. Signatures of the Contract Manager and a Consultant Project Manager.

Each TAF shall state that work performed under said TAF is governed by this Contract. No work shall be authorized without a TAF.

4.10 Invoicing Instructions

The City's payment terms are payment within 30 days. In no event will payment be made prior to the City verifying and approving: 1) the services provided; 2) the work was approved and; 3) a proper invoice has been submitted. All invoices shall be subject to audit.

A proper invoice shall include, but is not limited to:

- a. Consultant's name and remittance address as listed in the contract;
- b. Consultant's Business Tax Registration Number;
- c. Contract number assigned by the City;
- d. Consultant's phone number and e-mail address;
- e. Receiving location, City staff representative's name and phone number;
- f. Invoice number and date;
- g. Period of performance, for example, from period mm/dd/yr through mm/dd/yr;
- h. Exact item/service description, hourly rates, specialist name and classification, reimbursable expenses and other direct costs which include backup receipts, and total price listed on the contract or TAF.
- i. Signature in blue ink from authorized representative affirming that all information contained is true and accurate; and
- j. Subconsultant Utilization Report.

4.10.1 MBE/WBE/OBE Utilization Report

Each invoice shall be accompanied by a MBE/WBE/OBE Utilization Report "Schedule B" for each MBE/WBE/OBE subcontractor as described in Attachment 2. The MBE/WBE/OBE Utilization Profile shall be accompanied by the original invoice, or a duplicate invoice wet stamped original and initialized by the project manager supporting the claimed expenditures, supporting documentation and other invoice items.

4.10.2 Supporting Documentation and other Invoice Items

An invoice shall only be considered complete when it is accompanied by all of the appropriate supporting documentation as specified herein.

4.10.3 False Claims Act

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

4.11 Compensation

Compensation throughout the term of the Contract shall be subject to satisfactory documentation submitted by Consultant to City that invoiced work has been performed and completed. The City shall compensate based on billing salary rates for each employee and classification as agreed by Consultant and City. The billing salary rates shall include general overhead, profit, and indirect costs generally associated with consulting services. Indirect costs shall include daily requirements such as costs for all necessary desks, tables, chairs, workspace, computer and software, telephone, fax, miscellaneous communications equipment and use, routine invoicing, postage, copies, and other supporting materials and their use as is necessary to provide the services delineated herein.

Any requests for increase in billing salary rates by raise(s), promotion(s), or cost of living increase of Consultant or its subconsultants' staff shall include justification and indicate the resultant benefit to the City. Consultant may request such increases once each year. Such approved increases shall take effect following City's approval but no sooner than the beginning of City's fiscal year, July 1, and shall not be retroactive. All such increases and movement from one billing salary rate to another are subject to approval by the City. Such approval will not be unreasonably withheld.

Consultant may request addition of Consultant's and subconsultant's staff and classifications by providing justification for such with said request to City. Such staff may perform work and be added to the Contract only with the approval of City.

Reimbursable direct costs as set forth below shall be billed at cost and shall not exceed City or customary standards and shall not be subject to profit:

- a. Travel, including per diem and auto rental, for technical and strategy development purposes;
- b. Report reproduction for more than four (4) copies;
- c. Mileage, based at the IRS allowable rate for that year, or auto rental for approved field work;
- d. Laboratory tests and analyses;
- e. Freight and messenger service;
- f. Reasonable costs incurred for non-office equipment and services owned or rented by Consultant (any equipment purchased and paid for under this project shall require an appropriately documented bidding process and shall become the property of the City); and
- g. Other direct costs as approved by City.

Consultant stipulates that mileage within the Los Angeles Metropolitan area shall not be charged to the City unless Consultant is traveling to or from a work site.

Consultant's markup, or administrative fee, shall be limited to six and one half (6.5) percent on subconsultants' work and direct expenses listed herein above performed under established TAF(s) and approved by City.

4.12 Billing, Late Charges and Disputes

The City is not liable for delays in payment caused by failure of the Consultant to send invoices to the address specified below:

City of Los Angeles
Dept. of Public Works Bureau of Sanitation
Regulatory Affairs Division
Steve Harrington Bldg. 4th floor
12000 Vista del Mar, Playa del Rey, CA 90293
Attn: Ben Attai (310) 648-5085

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 Agreement. The City does not pay late penalties or interest on outstanding invoices.

The City is not responsible for the payment of any interest, late charges or penalties incurred by the Proposer from any subcontractor or supplier for any time provided under the Contract.

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.

4.13 Costs Incurred Prior to Full Execution of the Proposed Contract

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

4.14 Termination

4.14.1 This Contract 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 Contract 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.

4.14.2 This Contract may be terminated in whole or in part in writing by the City for its convenience, provided that the selected Proposer 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, the selected Proposer shall immediately take action not to incur any additional obligations, cost or expense, except as may be reasonably necessary to terminate its activities.

- 4.14.3 This Contract 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 the selected Proposer, or if the selected Proposer makes an assignment for the benefit of creditors or (2) the selected Proposer engages in any dishonest conduct related to the performance or administration of this Contract or violates the City's lobbying policies.
- 4.14.4 If termination for default is effected by the City, an equitable adjustment in the price provided for in this Contract 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 selected Proposer at the time of termination may be adjusted to cover any additional costs to the City because of the selected Proposer's default.
- 4.14.5 If termination for default is effected by the selected Proposer 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 selected Proposer for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the selected Proposer relating to written commitments that were executed prior to the termination. Thereafter, the selected Proposer shall have no further claims against the City under this Contract.
- 4.14.6 Upon receipt of a termination action under Articles 4.14.1, 4.14.2 or 4.14.3 above, the selected Proposer 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. The selected Proposer agrees to execute any documents necessary for the City to perfect, memorialize, or record the City's ownership of rights provided herein.
- 4.14.7 Upon termination under Articles 4.14.1, 4.14.2 or 4.14.3 above, the City may take over the work and may award another party a Contract to complete the work under this Contract.
- 4.14.8 If, after the termination for failure of the selected Proposer to fulfill contractual obligations, it is determined that the selected Proposer 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 Contract price shall be made as provided in Article 4.14.4 of this article.
- 4.14.9 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.

4.15 Indemnification

Except for the active negligence or willful misconduct of City, or any of its Board, Officers, Agents, Employees, Assigns and Successors in Interest, Consultant 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 Consultant's employees and agents or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Agreement on the part of the Consultant or its subcontractors of any tier. Rights and remedies available to the City under this provision are cumulative of those provided for elsewhere in the selected proposal and those allowed under the law of the United States. The provisions of this paragraph survive termination or expiration of this Agreement.

4.16 Discount Terms

The Consultant shall agree to offer the City any discount terms that are offered to its best customers for the goods and services to be provided herein, and apply such discounts to payments made under this agreement, which meet the discount terms.

4.17 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 contract shall be made without written consent of the parties to the proposed Agreement which consent shall not be unreasonably withheld.

4.18 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.

4.19 Severability

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

4.20 Disputes

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

4.21 Governing Law

Each party's performance under the proposed Contract shall comply with all applicable laws of the United States of America, the State of California, and the City of Los Angeles. The proposed Contract shall be governed by, enforced, and interpreted under the laws of the State of California and the City of Los Angeles.

4.22 Independent Contractor

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

4.23 Warranty and Responsibility

The Proposer warrants that the work hereunder shall be completed in a manner consistent with professional standards practiced among those firms within the Proposer's profession, doing the same or similar work under the same or similar circumstances. The Proposer shall perform such professional services as may be necessary to accomplish the work required to be performed under the proposed Agreement in accordance with the proposed Agreement. The Proposer shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all services provided to the City under the proposed Agreement. The Proposer 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.

4.24 Maintenance of Records

Consultant 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 or within the three (3) years following final payment made by the City hereunder or the expiration date of this Contract, whichever occurs last. Consultant shall provide any reports requested by the City regarding performance of this Contract. Any subcontract entered into by Consultant, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract.

ARTICLE 5 - STANDARD LEGAL REQUIREMENTS

All Proposers are required to adhere to the City's Standard Provisions for City contracts. Each proposer shall submit the relevant completed forms and documentation (see attachments).

5.1 Proposal Documentation Requirements

All proposals shall include the following documentation:

5.1.1 Nondiscrimination/Equal Employment Practices/Affirmative Action – Attachment 1

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

Non-construction services to or for the City for which the consideration is \$1,000 or more shall comply with the provisions of Los Angeles Administrative Code Sections 10.8.3., Equal Employment Practices Provisions. Non-construction services to or for the City for which the consideration is \$100,000 or more shall comply with the provisions of Los Angeles Administrative Code Sections 10.8.4., Affirmative Action Program Provisions.

Proposers shall refer to Attachment 4, "Nondiscrimination, Equal Employment Practices and Affirmative Action Program" for further information regarding the requirements.

5.1.2 Child Support Ordinance

The City of Los Angeles has adopted an ordinance requiring that all contractors and subcontractors performing work for the City comply with all reporting requirements and wage and earning assignments relative to legally mandated child support.

As a result, every contract that is let, awarded, or entered into with or on behalf of the City of Los Angeles shall contain the following provision:

"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, Consultant will fully comply with all applicable State and Federal employment reporting requirements for Consultant's employees. Consultant shall also certify (1) that the Principal Owner(s) of Consultant are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (2) that Consultant 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 Consultant 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 Consultant 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 Consultant to comply with any Wage and Earnings Assignment Orders or Notices of Assignment applicable to them personally, shall constitute a default by the Consultant 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 Consultant by the City.

Any subcontract entered into by Consultant, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of Consultant to obtain compliance of its subcontractors shall constitute a default by Consultant 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 Consultant by the City.

Consultant 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. “

All Requests for Proposals, Requests for Qualifications, Invitations for Bids, advertisements for bids, and other similar documents must give notice of these provisions to those who bid on or submit proposals for prospective contracts with the City.

5.1.3 MBE/WBE/OBE Subcontractor Outreach Program – Attachment 2

It is the policy of the City of Los Angeles to provide Minority-owned Business Enterprises (MBE), Women-owned Business Enterprises (WBE) and other business enterprises (OBE) an equal opportunity to participate in the performance of all City contracts. Organization(s) responding to this RFP shall assist the City in implementing this policy by taking all reasonable steps to ensure that all available business enterprises, including MBE and WBE, have an equal opportunity to compete for and participate in City contracts.

For the purpose of this RFP, the City has set anticipated participation levels of four percent (4%) MBE and eight percent (8%) WBE based upon the potential scopes of work which may be subcontracted. The Schedule A – Department of Public Works MBE/WBE/OBE Subcontractors Information Form and other required documentation must be included with the submittal of the proposers' Proposal.

Proposers are required to make a "Good Faith Effort" to reach out to MBE/WBE/OBE subcontractors. Failure to make the "Good Faith Effort" documenting their outreach as described in Attachment 2, and/or failure to submit that documentation with the RFP response and achieve a passing score of 75 of 100 "Good Faith Effort" evaluation points, will result in a rejection of the Proposal as nonresponsive.

5.1.4 Living Wage and Service Contractor Worker Retention Ordinance – Attachment 3

Unless approved for an exemption, Contractors under Contracts primarily for the furnishing of services to or for the City and that involve an expenditure in excess of \$25,000 and a contract term of at least three (3) months, lessees and licensees of City property, and certain recipients of City financial assistance, shall comply with the provisions of Los Angeles Administrative Code Section 10.37 et seq., Living Wage Ordinance (LWO) and 10.36 et seq., Service Contractor Worker Retention Ordinance (SCWRO). Proposers shall refer to Attachment 3, "Living Wage Ordinance and Service Contractor Worker Retention Ordinance" for further information regarding the requirements of the Ordinance.

Proposers who believe that they meet the qualification for one of the exemptions described in the LWO List of Statutory Exemptions shall apply for exemption from the Ordinance by submitting with their proposal the Bidder/Contractor Application for Non-Coverage or Exemption (Form OCC/LW-10), or the Non-Profit/One-Person Contractor Certification of Exemption (OCC/LW-13). The List of Statutory Exemptions, the Application and the Certification are included in the Appendix.

5.1.5 Equal Benefits Ordinance – Attachment 4

Proposers are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Los Angeles Administrative Code Section 10.8.2.1, Equal Benefits Ordinance (EBO). Bidders/Proposers shall refer to Attachment 4 for further information regarding the requirements of the Ordinance.

All Proposers shall complete and return, with their proposal, the Equal Benefits Ordinance Compliance Form (three (3) pages) contained in the Attachment 4. The Application for Reasonable Measures Determination (one (1) page) and the Application for Provisional Compliance (two (2) pages) have been included in the

Attachment 4, but should be submitted only if applicable. Unless otherwise specified in this procurement package, Proposers do not need to submit supporting documentation with their bids or proposals. However, supporting documentation verifying that the benefits are provided equally shall be required of the Proposer that is selected for award of a contract.

5.1.6 Contractor Responsibility Ordinance – Attachment 5 & 6

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

All Proposers shall complete and return, with their proposal, the Responsibility Questionnaire included in Attachment 6. Failure to return the completed Questionnaire may result in the Proposer being deemed non-responsive.

5.1.7 Contractor Performance Evaluation Ordinance

At the end of this proposed contract, the City will conduct an evaluation of the Consultant’s performance. The City may also conduct evaluations of the Consultant’s performance during the term of the contract. 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 work product or services performed the timeliness of the performance, financial issues, and the expertise of personnel that the Consultant assigns to the contract. A Consultant who receives a “Marginal” or “Unsatisfactory” rating will be provided with a copy of the final City evaluation and allowed 14 calendar days to respond. The City will use the final City evaluation, and any response from the Consultant, to evaluate proposals and to conduct reference checks when awarding other personal services contracts.

5.1.8 Business Tax Registration – Attachment 7

All organizations doing business with the City are required to have a valid Business Tax Registration Certificate (BTRC) required by the City’s Business Tax Ordinance (Los Angeles Municipal Code, Article 1, Chapter 2, Section 21.00).

The successful proposer shall obtain or present proof that they have a Business Tax Registration Certificate (BTRC) required per the Los Angeles City’s Business Tax Ordinance (Article 1, Chapter 2, Section 21.00 and following, of the Los Angeles Municipal Code) and shall not allow any such certificate to be revoked or suspended during the term of the contract. To find out more about the BTRC, please refer to Attachment 7, or contact the Office of Finance at (213) 978-1521.

City payments will be withheld from any Organization that does not have a valid BTRC.

5.1.9 Conflict of Interest

A conflict of interest situation may disqualify an organization. All organizations shall state the names of entities or persons associated with the Proposer who may have a conflict of interest or appearance of a conflict of interest with the City. Details of the potential conflict of interest must also be included in the statement. Proposers are subject to disqualification on the basis of conflict of interest as determined by the City.

5.1.10 Insurance Requirements - Attachment 8

The successful proposer will be required to maintain for the duration of the contract and provide certification of insurance coverage(s) in the following types and amounts as specified by the City's Risk Manager and the Board of Public Works:

- (a) General Liability..... \$1,000,000
- (b) Workers' Compensation
Employer's Liability Insurance.....\$1,000,000
- (c) Automobile Liability Insurance.....\$1,000,000

All proposers, as part of their Proposal, are required to provide a notarized declaration from their insurance carrier(s) that their firm is able to obtain insurance coverage in the limits stated above. Information on how to submit proof of insurance to the City, along with conditions for acceptance of self-insurance is included in.

5.1.11 Standard Contract Provisions

The Contractor will be subject to the City's Standard Provisions for City Personal Services Contracts that will be included in any agreement that may follow.

5.1.12 Headquarters and Work Force Information – Attachment 9

It is the policy (City Council motion CF92-0021) of the City to require all Proposers or individuals seeking agreements with the City to report the headquarters address of the company and declare the percentage of the work force residing in the City. Proposals shall include the following information:

- a. Organization headquarters address
- b. Addresses of all branch offices located within the City
- c. Number of employees in the total workforce
- d. Percentage of total workforce residing in the City
- e. Percentage of total workforce employed in the City
- f. Number of employees in each Los Angeles branch offices
- g. Percentage work force in each Los Angeles branch office residing in the City

5.1.13 City Contract History – Attachment 10

The Los Angeles City Council passed a resolution on July 21, 1998 requiring that all proposed vendors supply in their proposal or bid a list of all City contracts held by the bidder or any affiliated entity during the preceding 10 years. Accordingly, organizations shall complete and submit such a list with their SOQ.

5.1.14 Non-Collusion Affidavit– Attachment 11

All proposers will be required to complete and return the Non-Collusion Affidavit with their Proposal.

5.1.15 Municipal Lobbying Ordinance – Attachment 12

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

5.1.16 Slavery Disclosure Ordinance

Unless otherwise exempt, in accordance with the provisions of the Slavery Disclosure Ordinance (SDO), any contract awarded pursuant to this RFP will be subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code.

5.1.17 Americans with Disabilities Act

Selected Proposers performing work for the City are required to be in compliance with the Americans with Disabilities Act (42 U.S.C. Section 12101 et seq.), and must submit a Certification Regarding Compliance with the Americans with Disabilities Act with their Proposal

5.1.18 RFP Items Not Covered

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

ARTICLE 6 - REQUEST FOR PROPOSAL SCHEDULE

This schedule indicates estimated dates for the RFP process. The City reserves the right to adjust this schedule when appropriate.

DATE	EVENT
December 11, 2009	Release RFP to potential respondents
January 15, 2010 10:00 am	Pre-proposal conference at (& time)
January 22, 2010	Issue addendum in response to pre-proposal conference, if applicable
February 04, 2010 3:00 pm	Proposals due by (& time)
February 18, 2010	Begin Proposal evaluations
March 18, 2010	Conduct interviews/oral presentations
May 15, 2010	Negotiate Contract
July 01, 2010	Award contract
July 07, 2010	Notice to Proceed

ARTICLE 7 CHECKLIST OF PROPOSAL REQUIREMENTS

Proposers shall submit **an original and nine copies (total of ten (10) sets)** of their Proposals and related attachments:

	DOCUMENT	DESCRIPTION
☐	• Cover Letter	Include the name, and address of the firm; the firm's Business Tax Registration Certificate (BTRC) number; the names, titles and telephone numbers of the person(s) who will be authorized to represent the respondent; an organization chart, and the name of the project coordinator for the duration of the contract. *Include company headquarter address as well as percentage of workforce residing in the City of Los Angeles.
☐	• Contractor Responsibility Ordinance and Questionnaire	Responsibility Questionnaire (Service Version)
☐	• Notarized Insurance Declarations and Non-Collusion Affidavit	Proof of adequate insurance coverage
☐	• "Affirmative Action Plan" • "EEO Officer Appointment" • "Ethnic Composition of Total Workforce Report" • "Certification of Adherence to Non-Discrimination and EEO Practices"	Affirmative Action Requirements (Use the attachment to indicate if your plan has already been received and approved by the Office of Contract Compliance.)
☐	• Equal Benefits Ordinance (EBO) Compliance Form	EBO Compliance Form
☐	• BTRC Notice and Application	Certificate of Compliance

☐	• Hourly Rate, Overhead, Profit and Mark-up form	Proposed Hourly Rate Form and Proposed Overhead, Profit and Mark-up Form
☐	• Los Angeles Residence Information Form	Los Angeles Residence Information Form
☐	• MBE/WBE/OBE Subcontractor Outreach Program* (for contracts exceeding \$100,000)	Schedule A – List of Potential MBE/WBE/OBE Subcontractors and Good Faith Effort documentation
☐	• Municipal Lobbying Ordinance/Bidder Certification	Bidder Certification CEC Form 50
☐	• Living Wage Ordinance (LWO) and Service Contractor Worker Retention Ordinance (SCWRO) requirement	LWO Application for Exemption (if applicable) (At RFP stage, only need to include Exemption form)
☐	• Standard Contract Provisions	Standard Contract Provisions
☐	• Contract History Form	Contract History Form

LIST OF ATTACHMENTS

- Attachment 1: Non-Discrimination ▪ Equal Employment Practices ▪ Affirmative Action Requirements
- Attachment 2: MBE/WBE/OBE Subcontractor Outreach Program Package
- Attachment 3: Living Wage Ordinance/ Service Contractor Worker Retention Ordinance Package
- Attachment 4: Equal Benefits Ordinance Package
- Attachment 5: Contractor Responsibility Ordinance
- Attachment 6: Responsibility Questionnaire – Service Version
- Attachment 7: BTRC Notice and Application Form
- Attachment 8: Insurance Requirements Package
- Attachment 9: Los Angeles Residence Information form
- Attachment 10: Contract History form
- Attachment 11: Non-Collusion Affidavit
- Attachment 12: Municipal Lobbying Ordinance/Bidder Certification CEC Form 50
- Attachment 13: Proposed Hourly Rate Form
- Attachment 14: Proposed Overhead, Profit and Mark-up form
- Attachment 15: Bureau of Sanitation Standard Language for Personal Service Contract