

DEPARTMENT OF PUBLIC WORKS

BUREAU OF SANITATION

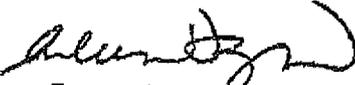
BUREAU OF CONTRACT ADMINISTRATION

JOINT BOARD REPORT NO. 1

January 13, 2012

ADOPTED BY THE BOARD
PUBLIC WORKS OF THE CITY
of Los Angeles California

JAN 13 2012


Executive Officer

CD: ALL

AUTHORITY TO DISTRIBUTE A REQUEST FOR QUALIFICATIONS (RFQ), NEGOTIATE AND ESTABLISH AN ON-CALL LIST OF CONSULTANT SERVICES FOR PLANNING AND TECHNICAL SUPPORT SERVICES FOR THE BUREAU OF SANITATION'S WASTEWATER, STORMWATER AND SOLID RESOURCES PROGRAMS.

RECOMMENDATIONS

Authorize the Director of the Bureau of Sanitation or his designee to:

1. Distribute and advertise the transmitted Request for Qualifications (RFQ) for on-call consultant services to provide planning and technical support services for the Bureau of Sanitation's wastewater, stormwater and solid resources programs.
2. Interview and select the proposer(s) that submit the most qualified proposals for the needed services based upon the requirements set forth in the RFQ.
3. Negotiate contract(s) with the most qualified proposer(s) after the evaluation of proposals.
4. Return to the Board of Public Works (Board) for authority to execute the negotiated contracts.
5. Establish ranking for the most qualified proposer(s) by random drawing in order to create the initial on-call consultant list.

TRANSMITTALS

1. Copy of the RFQ for on-call consultant services to provide planning and technical support services for the Bureau of Sanitation's wastewater, stormwater, and solid resources Program.
2. Copy of the distribution list of the potential proposers

DISCUSSION**Background**

The Bureau of Sanitation (Bureau), whose mission is to protect the public health and the environment, delivers three major core services by managing and administrating the following programs:

- **Wastewater Program:** The Bureau is responsible for operating and maintaining one of the world's largest wastewater collection and treatment systems. Over 6,700 miles of sewers serve more than four million residential and business customers in Los Angeles and 29 contracting cities and agencies. These sewers are connected to the City's four wastewater and water reclamation plants that can process an average of 550 million gallons of wastewater each day of the year.
- **Watershed Protection Program:** This program is designed to protect the beneficial uses of receiving waters while complying with all flood control and pollution abatement regulations. This broad-based program encompasses public education and outreach, commercial/industrial facilities inspection, private development plan approval, construction development activities inspection, illicit discharger and illegal dumping site investigations, monitoring of the City's receiving water bodies to keep the storm drain system free of trash and pollutants, and to create cleaner waterways, neighborhoods and beaches.
- **Solid Resources Program:** The Bureau collects refuse, recyclables, yard trimmings, and bulky items from more than 750,000 homes as well as maintains compliance with State recycling mandates. Household waste is collected curbside from all single family and small multiple family residences. Recycling mandates are met by collecting Solvents, Automotives, Flammables and Electronics (SAFE) at collection centers to recycle and dispose of electronics and household chemicals, operating transfer, mulching and composting facilities, and seeking creative and innovative ways to reduce environmental harm and increase waste diversion away from limited landfill space.
- In addition, the Climate Change Adaptation Program, a nascent fourth core program that is still under formation, may require the use of these technical services.

The Bureau is facing a number of regulatory challenges and new mandates, which require quick and specialized analysis and response. These new mandates have direct impact on the Bureau's day-to-day operations. These quick demands on the Bureau create short duration increases/peaks in workload that can't be fully absorbed by existing staff. To be responsive to these requirements and mandates, the Bureau will need to utilize all available and necessary resources. These include utilizing the Bureau's in-house staff and experts as long as the workload can be accommodated and doesn't impact the Bureau's customer service. In some instances, the type of technical analysis and work needed is very limited in duration and requires very quick turn-around time and specialized expertise that goes beyond the capability of the Bureau's in-house staff. Also, in some instances, the Bureau requires response and input from industry experts who have experience with similar regulatory or program challenges.

To meet these specialized needs, where long term staffing is not feasible and existing staffing is not available or unable to perform the required tasks, in 2008, the Bureau established an on-call list of eight (8) consulting firms to supplement and augment the Bureau's existing staffing, and

Therefore, the Bureau seeks to establish a new on-call list of consulting firms to continue providing these services on an as needed basis.

Scope of On-Call Consultant Services

The Bureau plans to utilize the on-call consulting services to provide specialized and expert services for the following, but not limited to:

- Wastewater Program - Planning, Scientific and Technical Issues, Operational Support Services, Plant Optimization, Sewer System Structural and Hydraulic Condition Assessment, Sewer Capacity Plan, Rehabilitation Plan, Development of Industrial Waste Discharge Standards, Fats, Oil and Grease, Regulatory Compliance Requirements, amongst other services.
- Biosolids Program – Planning, Scientific and Technical Issues, Operational Support Services, Development of Biomass Alternative Technologies and Management, Regulatory Compliance Requirements, amongst other services.
- Stormwater Program – Planning, Scientific and Technical Issues, Operational Support Services, Evaluation of discharge limits for Santa Monica Bay, Ballona Creek, Los Angeles River and Long Beach Harbors, Total Maximum Daily Loads (TMDLs) Compliance, Regulatory Compliance Requirements, amongst other services.
- Solid Resources Program - Strategic Planning, Scientific and Technical Issues, Operational Support Services, Commercial Recycling Planning, Development of Resource Recovery as an Alternative to the Use of Landfills, Regulatory Compliance Requirements, amongst other services.
- Financial Revenue and Bond Program – Financial Analysis, Financial Screening, Funding Sources, review of current rate structure, amongst other services.
- Information Technology (IT) Services – Technical Assistance
- Strategic Planning/Safety and Training Program – Specialized Training and Human Resources Development, support the Bureau's ongoing labor-management strategic planning effort, amongst other services.
- Quality Assurance/Value Assessment – Review feasibility, constructability and cost-effectiveness of recommended projects and programs.
- Provide services to build support to critically and urgently needed system enhancements, programs and service upgrades or certain pilot projects/programs.
- Public Outreach/Education Program – Including, but not limited to, communicating and coordinating with community groups; arranging community meetings and public hearings; media outreach, developing or using social media; and preparing printed, digital, or electronic literature for public dissemination.

Terms of On-Call Consultant Services

The selected on-call consultants will be used on a rotating basis and will be awarded projects based on the best proposal submitted. The contract(s) terms will be 5 years with one optional 5-year extension and the total combined contract ceiling is estimated to be at \$30 million (\$6 million annually).

Selection Process and Criteria

The Evaluation Criteria summarized below will be used in evaluating the respondents' SOQs to determine which respondents are deemed most qualified for the successful performance of the type of services that will be outlined in the RFQ. Respondents submitting the highest-rated SOQs may be called for an oral interview to further assess their qualifications. If the selected consultants comply with all City requirements, a contract will be negotiated with each successful respondent and the Bureau will return to the Board with a request for authority to execute the negotiated contract(s).

The following is the selection criteria that will be included in the RFQ:

- Technical Qualifications and Experience 25%
 - Demonstrate technical and planning expertise relating to complex wastewater, stormwater and solid resources issues.
 - Demonstrate innovative and creative ability in handling complex projects.
 - Demonstrate knowledge of current issues and regulatory developments in the industry that have an impact to the City.
 - Demonstrate flexibility and leadership skills in developing and implementing complex projects.

- Record of Past Performance 25%
 - Proven track record of completed work specifically for complex wastewater projects, stormwater projects and solid resources projects.
 - Work experience with regulatory agencies and in regulatory compliance, specifically wastewater, stormwater and solid resources issues.

- Project Management & Delivery 25%
 - Demonstrate ability to complete complex projects within budget and on-schedule.
 - Demonstrate efficient utilization of personnel.
 - Provide competitive fee schedules (Cost, Overhead rates, Profit margins).

- Overall Company Resources and Access 15%
 - Composition of team (including subconsultants) and ability to meet Bureau's diverse needs.
 - Firm's location, including local office resources.
- Familiarity with the City of Los Angeles 10%
 - Knowledge of City of Los Angeles facilities, rules, policies, and procedures.

Assignment of Work

Initially, the selected consultants will be listed in random order. Assignment of Task Orders under these contracts will generally be done in one of the following manners noted below:

- For Large Task Orders with an estimated cost of equal to or more than \$1,000,000. The City will issue a Task Order Solicitation and will request all consultants on the list to submit proposals on an upcoming project. For each desired Task Order, the project will be awarded to the pre-qualified on-call consultant whose proposal represents the best overall value to the City for the requested work. The selected proposer will be moved to the bottom of the list for the purpose of subsequent work assignments. Once an agreement is reached, the City will issue a Notice to Proceed.
- For Moderately sized Task Orders greater than \$250,000 but less than \$1,000,000. The City will issue a Task Order Solicitation and will request the top three (3) consultant firms on the list to submit a proposal. The project will be awarded to the pre-qualified on-call consultant whose proposal represents the best overall value to the City for the requested work. The selected proposer will be moved to the bottom of the list for the purpose of subsequent work assignments. Once an agreement is reached, the City will issue a Notice to Proceed.
- For Smaller sized Task Orders equal to or less than \$250,000. The City will issue a Task Order Solicitation to the first firm on the list. Negotiations will follow on the terms for the project, specifically on the scope of work, deliverables, schedule, and costs. If an agreement cannot be reached with the first firm, the City reserves the right to negotiate with the next firm on the list and so on until an agreement is reached. The successful consultant will then be rotated to the bottom of the list for the purpose of subsequent work assignments. Once an agreement is reached, the City will issue a Notice to Proceed.

The City reserves the right to advertise any Task Order, regardless of the size, to the entire list. In addition and under urgent and special conditions, the City may choose to award the Task Order regardless of the size to the first ranked firm on the list subject to the concurrence of the Board.

Compliance with City Policies and Directives

All consultants will be required to comply with the following City of Los Angeles policies:

- Business Tax Registration Certificate
- Non-Discrimination, Equal Employment Practices, and Affirmative Action
- Insurance Requirements
- Equal Benefits Ordinance
- Child Support Obligations Ordinance
- Americans with Disabilities Act
- Service Contractor Worker Retention and Living Wage Ordinances
- Slavery Disclosure Ordinance
- Non-Collusion
- Municipal Lobbying Ordinance
- First Source Hiring Ordinance;
- City of Los Angeles Contract History
- Los Angeles Residence Information
- Contract Bidder Campaign Contribution and Fundraising Restrictions

Failure to comply with all requirements specified in these Ordinances will render the Consultant's contract subject to termination pursuant to the conditions expressed therein. Attachments and forms pertaining to the above listed requirements and policies are included with the RFQ.

Business Inclusion Program Requirements

It is the policy of the City to offer as many subconsulting opportunities to Minority (MBE), Women (WBE), Small (SBE), Emerging (EBE), Disabled Veteran (DVBE), and Other Business Enterprises (OBE) as possible in accordance with the Mayor's Executive Directive 14. For the purpose of this RFQ, the City has set overall, anticipated participation levels of 18% MBE, 4% WBE, 25% SBE, 8% EBE, and 3% DVBE respectively.

Local Business Preference Requirements

The City's Local Business Preference Program will be adhered to when awards are issued. (BOS will have to determine how the ordinance will be applied to this particular On-Call Program).

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Advertising and Distributing the RFP

Upon authorization by the Board, a notice will be sent to firms listed on the distribution list of potential proposers (Transmittal No. 2). Notice of the RFQ will be placed in various publications, and the RFQ and attachments will be posted on, and can be downloaded from, the City of Los Angeles Business Assistance Virtual Network (BAVN) website at <http://www.labavn.org>, in compliance with City Council Motion 95-1060-S2.

Notification of Intent

The required Notification of Intent to Contract was filed on February 7, 2011 with the CAO Clearinghouse for this proposed Request for Qualifications.

Charter Section 1022

On August 3, 2011, the CAO determined that there was an insufficient number of City employees able to perform the work proposed to be contracted and additional staff can not be employed and trained to meet the Bureau's need in a timely manner.

Contractor Responsibility Ordinance

All contractors participating in this program are subject to compliance with the requirements specified in the City of Los Angeles' Contractor Responsibility Ordinance No. 173677, (Article 14, Chapter 1, Division 10, Los Angeles Administrative Code). Failure to comply with all requirements specified in the Ordinance will render the bidder's contract subject to termination pursuant to the conditions expressed therein.

Contractor Performance Evaluation

In accordance with Article 13, Chapter 1, Division 10 of the City of Los Angeles Administrative Code, the appropriate City personnel responsible for the quality control of these personal services contracts shall submit Contractor Performance Evaluation Reports to the Bureau of Contract Administration upon completion of the work specified in the contracts.

Compliance with Board RFQ Policy

As per Board policy, this RFQ will be delivered to the Secretary of the Board prior to Board consideration thereof.

Contract Administration

The responsibility for the administration and management of this contract will rest with the Wastewater Engineering Services Division (WESD).

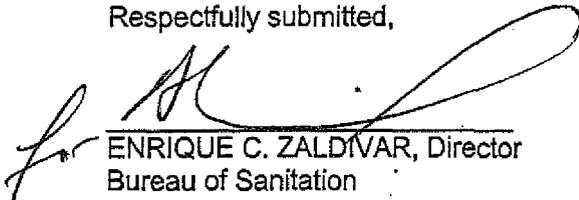
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STATUS OF FUNDING

The contracts to be entered into with the selected consultants will not have a single, specific source of funds attached to it. Instead, funds will be encumbered on a project-by-project basis from various sources at the time the specific Task Order Solicitations are issued to the consultants.

Respectfully submitted,


ENRIQUE C. ZALDIVAR, Director
Bureau of Sanitation

COMPLIANCE REVIEW PERFORMED
AND APPROVED BY:



HANNAH CHOI, Program Manager
Office of Contract Compliance
Bureau of Contract Administration

Prepared by:
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(323) 342-6228
(323) 342-1580


JOHN L. REAMER, Jr., Director
Bureau of Contract Administration

To all Potential Respondents:

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

**REQUEST FOR QUALIFICATIONS (RFQ)
PRE-QUALIFIED ON-CALL CONSULTANT LIST**

**PLANNING AND TECHNICAL SUPPORT FOR THE BUREAU OF
SANITATION'S WASTEWATER, STORMWATER AND SOLID
RESOURCES PROGRAMS**

Statements of Qualifications (SOQ) are requested from experienced consultants to provide expert consulting services on a pre-qualified on-call basis for the Bureau of Sanitation's Wastewater, Stormwater and Solid Resources Programs. SOQ must be submitted in accordance with the requirements set forth in this document.

Only written responses will be considered. Any materials submitted will become part of the response, and may be incorporated into any subsequent contract(s) between the City of Los Angeles (City) and the selected consultant. An original and six (6) copies, for a total of seven (7) sets, of the Cover Letter and the SOQ, plus an original and one (1) copy, a total of two (2) sets, separately bound and clearly labeled, of the other materials listed in Section 8 must be submitted by 2:00 p.m. PST on **March 28, 2012**. Additionally, one (1) electronic copy in PDF format of the complete documents shall be submitted. All required documents should be addressed to:

**Attn: Debbie Pham
Wastewater Engineering Services Division
City of Los Angeles Bureau of Sanitation
2714 Media Center Dr.
Los Angeles, CA 90065**

If you have any technical questions, please submit them via email to Debbie.Pham@lacity.org. **(at least one week prior to the pre-submittal meeting)** The questions, along with the answers, will be discussed at the pre-submittal meeting. Any questions regarding mandated City Policies and Programs should be addressed to the City agency responsible for administering them, as stated in the corresponding attachment.

A pre-submittal meeting will be held on **February 9, 2012** at **10:00 am** at **2714 Media Center Drive, Los Angeles, CA 90065**. This pre-submittal meeting is **mandatory** for all respondents who wish to submit SOQ for this RFQ. Failure to attend the pre-submittal meeting will result in the Contractor's SOQ being deemed non-responsive and be disqualified.

The RFQ and attachments will be posted on www.labavn.org.

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

**REQUEST FOR QUALIFICATIONS (RFQ)
PRE-QUALIFIED ON-CALL CONSULTANTS LIST**

**PLANNING AND TECHNICAL SUPPORT FOR THE BUREAU OF
SANITATION'S WASTEWATER, STORMWATER AND SOLID
RESOURCES PROGRAMS**

1. INTRODUCTION

The Bureau of Sanitation (BOS), Department of Public Works, City of Los Angeles is requesting submittal of Statements of Qualifications (SOQs) from consultants to provide highly specialized technical services to support Wastewater, Solid Resources and Stormwater related services on an emergency or as-needed basis. The consultants on the on-call list will be used on a rotating basis and will be limited to a five-year term contract with an optional five-year extension, at the City's discretion. The consultant services may include, but are not limited to the scope of work discussed in Section 6.

At the discretion of the Director of the Bureau of Sanitation, the City may consider conducting an open enrollment at midpoint of the contract term depending on usage and the needs of the BOS. Any consultant who has not previously responded to this RFQ, or whose SOQ was rejected, may submit an SOQ for consideration by BOS staff for the purpose of establishing eligibility to be added onto the existing pre-qualified on-call list.

The BOS will evaluate the written responses to this RFQ to establish a pre-qualified list for the on-call consultant teams. Work will be awarded based on the selection method discussed in Section 7 depending on project size and time constraint as criteria.

2. COST OF CONSULTING CONTRACTS

Qualified consultants must be able to perform the scope of work discussed in Section 6 where project costs may vary between **\$50,000 and \$6,000,000**. It is anticipated that the majority of the Project Task Orders to be issued under this contract will be under \$500,000.

3. FINANCIAL RESPONSIBILITY

Each SOQ prepared in response to this RFQ shall be prepared at the sole cost and expense of the Respondent and with the expressed understanding that no claims against the City for reimbursement will be accepted. All SOQs will become the property of the City and will not be returned to the Respondent. The Respondent 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 SOQs will become public information following the closure of the RFQ selection process. However, if such information is necessary to assure a competitive SOQ, then the Respondent is to follow the guidelines for confidential information as discussed below.

4. RIGHTS OF NEGOTIATION, REVISION, WITHDRAWAL, AND REJECTION

The City reserves the right to further negotiate the terms and conditions of any contract resulting from this process. It also reserves the right to revise the RFQ; withdraw the RFQ; to reject any or all SOQs for non-compliance with RFQ provisions; to waive any minor informality in SOQs received; to reject any unapproved alternate SOQs; not award a contract at any time because of unforeseen circumstances or if it is determined to be in the best interest of the City; and reserves the right to reject the SOQ of any respondent who has previously failed to perform competently in any prior business relationship with the City; short-list any or all SOQs and schedule oral presentations by the Respondents; modify the length of the contract term and associated renewal options; conduct all investigations and background checks as deemed necessary; negotiate best and final offers with Respondents; take whatever other action it deems in its best interest.

If the RFQ is revised, written revisions to the RFQ will be posted online to LABAVN.com and mailed to all potential respondents who were mailed (directly or by request) the RFQ.

RFQ Items Not Covered

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

Signature and Authority

The SOQ 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 RFQ. The signatures produced by the authorized persons representing the Respondent serve as a consignment, in good faith, to the SOQ selection process, with no intent by the Respondent to withdraw the SOQ once it has been submitted to the City for evaluation or Contract award consideration.

If the SOQ 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 SOQ 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 SOQ 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 SOQ and SOQ forms to execute contracts on behalf of the corporation.

If the SOQ 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 SOQ form submitted by a joint venture must be signed by all parties to the joint venture agreement.

In SOQs containing proprietary information, proprietary paragraphs and/or other data should be clearly marked as noted below in Section 15. The Respondent must include one extra unbound copy of the SOQ with the confidential material totally blacked out or removed from the text so that one copy is available as public material.

5. ACCEPTANCE OF TERMS AND CONDITIONS

Submission of SOQ shall constitute acknowledgement of acceptance of all terms and conditions hereinafter set forth in this RFQ unless otherwise expressly stated herein. All SOQs must be submitted in writing and must include all required documents including forms, appendices, and other specifications.

6. SCOPE OF WORK

The BOS plans to utilize the on-call consulting services to provide specialized and expert services for the following but not limited to:

- Wastewater Program - Planning, Scientific and Technical Issues, Operational Support Services, Plant Optimization, Sewer System Structural and Hydraulic Condition Assessment, Sewer Capacity Plan, Rehabilitation Plan, Development of Industrial Waste Discharge Standards, Fats, Oil and Grease, Regulatory Compliance Requirements, etc.
- Biosolids Program – Planning, Scientific and Technical Issues, Operational Support Services, Development of Biomass Alternative Technologies and Management, Regulatory Compliance Requirements, etc.
- Stormwater Program – Planning, Scientific and Technical Issues, Operational Support Services, Evaluation of discharge limits for Santa Monica Bay, Ballona Creek, Los Angeles River and Long Beach Harbors, Total Maximum Daily Loads (TMDLs) Compliance, Regulatory Compliance Requirements, etc.
- Solid Resources Program - Strategic Planning, Scientific and Technical Issues, Operational Support Services, Commercial Recycling Planning, Development of Resource Recovery as an Alternative to the Use of Landfills, Regulatory Compliance Requirements, etc.
- Climate Change related issues.
- Financial Revenue and Bond Program – Financial Analysis, Financial Screening, Funding Sources, review of current rate structure, etc.
- Information Technology (IT) Services – Technical Assistance

- Strategic Planning/Safety and Training Program – Specialized Training, and Human Resources Development, support BOS' ongoing labor-management strategic planning effort, etc.
- Quality Assurance/Value Assessment – Review feasibility, constructability and cost-effectiveness of recommended projects and programs.
- Provide services to build support to critically and urgently needed system enhancements, programs and service upgrades or certain pilot projects/programs.
- Public Outreach/Education Program – Include, but not limited to, communicating and coordinating with community groups; arranging community meetings and public hearings; media outreach, developing or using social media; and preparing printed, digital, or electronic literature for public dissemination.

7. ASSIGNMENT OF WORK

Initially, the selected consultants will be listed in a random order. Assignment of Task Orders under this contract will generally be done in one of the following manners noted below:

7A. For Large Task Orders with estimated cost of equal or more than \$1,000,000.

The City will issue a Task Order Solicitation and will request all consultants on the list to submit proposals on an upcoming project. For each desired Task Order, the project will be awarded to the pre-qualified on-call consultant whose proposal represents the best overall value to the City for the requested work. The selected respondent will be moved to the bottom of the list for the purpose of subsequent work assignments.

7B. For Moderately sized Task Orders greater than \$250,000 but less than \$1,000,000.

The City will issue a Task Order Solicitation and will request the top three (3) consultant firms on the list to submit a proposal. The project will be awarded to the pre-qualified on-call consultant whose proposal represents the best overall value to the City for the requested work. The selected respondent will be moved to the bottom of the list for the purpose of subsequent work assignments.

7C. For Smaller sized Task Orders equal or less than \$250,000.

The City will issue a Task Order Solicitation to the first ranked firm on the list. Negotiations will follow on the terms for the project, specifically on the scope of work, deliverables, schedule, and costs. If an agreement cannot be reached with the first firm, the City reserves the right to negotiate with the next firm on the list and so on until an agreement is reached. The successful consultant will then be rotated to the bottom of the list for the purpose of subsequent work assignments.

Once an agreement is reached, the City will issue a Notice to Proceed. No work is authorized until the City issues the Notice to Proceed to the selected firm. No guarantee of work is given or implied to any of the consultants on the list. The list may be updated periodically to add new consultants as described in Section 1.

Cost incurred by the consultant prior to the actual date of full execution of this contract shall be payable to consultant if said costs were incurred in completing any task specifically authorized by this contract and said costs are reviewed and approved by the City and said approval of payment occurs after the contract is fully executed.

The City reserves the right to advertise any Task Order, regardless of the size, to the entire list of selected respondents per the guidelines established in Section 7A.

Under certain special conditions, the City may choose to award the Task Order regardless of the size to the first ranked firm on the list subject the concurrence of the Board of Public Works.

In certain circumstances, it may be necessary to assign a sole source Task Order to a consultant on the pre-qualified on-call list. A sole source proposal may be solicited from any pre-qualified on-call consultant on the list subject to the Board of Public Works approval.

For each Task Order Solicitation for which qualifications are provided, consultants will be asked to indicate which services would be provided directly by the consultant, and to identify the subconsultants, if any, and the subconsultants' Minority Business Enterprise, Women Business Enterprise, Small Business Enterprise, Emerging Business Enterprise, Disabled Veteran Business Enterprise or Other Business Enterprise (MBE/WBE/SBE/EBE/DVBE/OBE) status (**Attachment 8**, Schedule B). The City requires the subconsultants listed on the Schedule B to be obtained from the potential subconsultants listed on Schedule A.

8. CHECKLIST OF SOQ REQUIREMENTS

Respondents shall submit an original and six (6) copies, a total of seven (7) sets, of their Cover Letter and Statement of Qualifications. An original and one (1) copy, a total of two (2) sets, of all other required documents, separately bound and clearly labeled, and one (1) electronic copy in PDF format of the complete documents shall be submitted at the same time as the SOQ submittal.

Cover Letter

See Checklist below for description.

Statement of Qualifications

The SOQ must include a statement that the SOQ is genuine, and not a sham or collusive, nor made in the interest or on behalf of any person not herein named, and that the respondent has not directly or indirectly induced or solicited any other respondent to put in a sham SOQ, or any other person, firm or corporation to refrain from responding, and that the respondent has not in any manner sought by collusion to secure for itself an advantage over any other respondent. If selected, the consultant is prepared to provide all of the services described in the Scope of Work for each project for which a proposal is submitted.

The Statement must also include under each of the areas of services, the list of the team members that will be leading and performing the work and the references from

previous clients for past work of a similar nature. Provide the names of the clients, the client's contact persons and their telephone numbers, and a description of the project and the work performed by the respondent. The City reserves the right to contact the respondent's clients listed on the SOQ at any time. **Failure to provide qualified team members in all areas of work requested by the City's Scope of Work (Section 6) may deem the proposal as "non-responsive".**

An organization chart and a list of key personnel must also be provided accompanied by a listing of the work he/she will perform; academic credentials; professional and/or requisite licensing, and/or certification documents as are required to perform the duties as detailed in the Scope of Work. It is likely that the staffing requirements will vary from project to project over the duration of the contract. Describe the firm's approach, capability, and flexibility to adjust to varying staffing requirements as the City's needs and policies vary from one project to the next.

The list of key personnel is to be categorized as:

- Executives/Managers
- Professionals
- Administrative Staff
- Other Support Staff

Compensation for Consultant services will be based on a Cost Reimbursement or Lump Sum method. Individual Task Orders will state the type of compensation method. For the Cost Reimbursement method, Consultants can either be reimbursed on a Billing Salary Rate, with added Consultant Office or City Office overhead and 10% profit, or on an Hourly Billing Rate. The Consultant Office overhead rate will be the actual Consultant's overhead rate, but not to exceed a maximum of 180% for Consultant personnel located in the Consultant's office. The City Office overhead rate, for Consultant personnel on assignment at one of the City's offices for a period exceeding one month, will be the Consultant's actual overhead rate, but not to exceed a maximum of 155%. The Hourly Billing Rate includes the Consultant's overhead and profit. For each of the categories named above, Hourly Billing Rates for Consultant personnel to be used on projects will be requested at the time of contract negotiations.

The City reserves the right to negotiate final Hourly Billing Rates, Billing Salary Rates, and all overhead rates. The City will require the following documentation to support the stated overhead rates at the time of negotiation as follows:

1. Prime Consultant Field and Home Office Overhead Rates

- a. Federally or State audited overhead rates including backup documentation
OR
- b. Overhead rates calculated and signed by the firm's Certified Public Accountant (CPA) including backup documentation **OR**
- c. Firm's internal calculation of overhead rates, signed by the Principal of the firm, which are auditable and defensible in the event of an audit.

2. Field and Home Office Overhead Rates for Subconsultants listed in your SOQ

- a. Federally or State audited overhead rates including backup documentation
OR
- b. Overhead rates calculated and signed by the firm's Certified Public Accountant (CPA) including backup documentation **OR**
- c. Firm's internal calculation of overhead rates, signed by the Principal of the firm, which are auditable and defensible in the event of an audit.

This overhead information is not required to be submitted as part of your SOQ, but will be required if your firm is selected for contract negotiation.

CHECK LIST

√	DOCUMENT	DESCRIPTION
<input type="checkbox"/>	Cover Letter	Include the name, and address of the firm; the firm's BTRC number (See Attachment 2); the names, titles and telephone numbers of the person(s) who will be authorized to represent the respondent; and the name of the project coordinator for the duration of the contract.
<input type="checkbox"/>	Responsibility Questionnaire Service Version Pledge of Compliance (See Attachment 1)	Organizational structure of the firm; Ownership and name changes; Financial Resources and Responsibility; Performance History; Disputes; Compliance with Laws; Business Integrity
<input type="checkbox"/>	Non Discrimination, Equal Employment Practices, Affirmative Action (See Attachment 3)	Need to download the pertinent forms and submit them through LABAVN. Prime Contractors must also collect and retain Affirmative Action Plans and Non Discrimination/Equal Employment Practices Certifications from Subconsultants prior to commencement of work and furnish them to the City upon request.
<input type="checkbox"/>	Equal Benefits Ordinance (EBO) (See Attachment 5)	Need to download the pertinent forms and submit them through LABAVN. If seeking a waiver, EBO Waiver Request Form must be returned with proposal.
<input type="checkbox"/>	Bidder Certification CEC Form 50 (See Attachment 6)	Compliance with Disclosure Requirements and Prohibitions Established in the Los Angeles Municipal Lobbying Ordinance.
<input type="checkbox"/>	MBE/WBE/SBE/EBE/DVBE/OBE Subcontractor Outreach Program (See Attachment 8)	Schedule A – List of Potential MBE/WBE/SBE/EBE/DVBE/OBE Subcontractors
<input type="checkbox"/>	Contract History Form (See Attachment 13)	List of all Contracts held with the City by the bidder or any affiliated entity during the preceding 10 years.
<input type="checkbox"/>	Los Angeles Residence Information Form (See Attachment 14)	Percentage of Workforce residing in the City of Los Angeles
<input type="checkbox"/>	Non-Collusion Affidavit (See Attachment 15)	Non-Collusion Affidavit Statement
<input type="checkbox"/>	Bidder Certification CEC Form 55 (See Attachment 16)	Contract Bidder Campaign Contribution and Fundraising Restrictions and Bidder Certification CEC Form 55

9. PRE-SUBMITTAL MEETING

A pre-submittal meeting will be held on **February 9, 2012 at 10:00 am** at **2714 Media Center Drive, Los Angeles, CA 90065**. This pre-submittal meeting is **mandatory** for

all respondents who wish to submit SOQ for this RFQ. Failure to attend the pre-submittal meeting will result in the Contractor's SOQ being deemed non-responsive and be disqualified.

To maximize the effectiveness of the meeting, the Bureau of Sanitation (BOS) requests that, to the extent possible, respondents submit **technical questions** by email to Debbie.Pham@lacity.org no later than one week prior to the meeting. This will enable BOS staff to prepare responses in advance. Additional questions will be accepted at the meeting; however, responses may be deferred and provided as addenda to the RFQ at a later date and posted at www.labavn.org. Questions pertaining to any of the attachments relating to City Contractual Requirements should be directed to the contact person/department reference in the respective attachments.

10. CONSULTANT SELECTION PROCEDURE

The Bureau of Sanitation plans to create a team of On-Call consulting firms that is limited to no more than 15 firms. Therefore, proposals will be evaluated using a multi-step process.

Step 1: The first step of the evaluation process will consist of a fatal flaw review. Each of the respondents will be reviewed to identify any obviously non-compliant responses or fatal flaws (such as not providing all documentation requested in the RFQ, non-compliance with Business Inclusive Program, failure to submit all required technical, company and financial information, etc.). Respondents which are obviously non-compliant or which contain fatal flaws will be removed from further consideration at this stage. The City will identify and document any missing information and solely at the CITY'S discretion, the City may ask for clarification or additional information from the respondents.

Step 2: All respondents passing the initial fatal flaw review will then undergo a detail review of the SOQ for qualification using the following evaluation criteria.

Selection/Evaluation Criteria

- **Technical Qualification and Experience** **25%**
 - Demonstrate technical and planning expertise relating to complex Wastewater, Stormwater, Solid Resources and Climate Change issues.
 - Demonstrate innovative and creative ability in handling complex projects.
 - Demonstrate knowledge of current issues and regulatory developments in the industry that have an impact to the City.
 - Demonstrate flexibility and leadership skills in developing and implementing complex projects.

- **Record of Past Performance** **25%**

- Proven track record of completed work specifically for complex Wastewater projects, Stormwater projects, Solid Resources and Climate Change projects.
- Work experience with regulatory agencies and in regulatory compliance specifically Wastewater, Stormwater, Solid Resources and Climate Change related issues.

- **Project Management & Delivery** **25%**
 - Demonstrate ability to complete complex projects within budget and on-schedule.
 - Demonstrate efficient utilization of personnel
 - Provide competitive fee schedules (Cost, Overhead rates, Profit margins)
- **Overall Company Resources and Access** **15%**
 - Composition of team (including subconsultants) and ability to meet Bureau's diverse needs.
 - Firm's location, including local office resources.
- **Familiarity with the City of Los Angeles** **10%**
 - Knowledge of City of Los Angeles facilities, rules, policies, and procedures.

The respondents that achieve a 70 percent or higher will be invited to the interview for further evaluation.

Step 3: The proposers that achieve a score of 70 percent or higher will be interviewed to further determine the qualification based on the same criteria. If the respondent has complied with other City requirements, a contract will be negotiated with each successful respondent and will be randomly placed on the pre-qualified on-call list with the intent of not having more than 15 firms on the On-call list.

11. SUBCONSULTANTS

The consultant may enter into subcontracts with others for the performance of any portion of the resultant contract. Some potential subconsulting opportunities have been listed in **Attachment 11**. The list of subconsulting opportunities is intended to be used for informational purposes only.

The requirements of this RFQ and any resultant contract 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 provisions and documentation requirements of the resultant contract. Potential subconsultants need to submit the Affirmative Action Plan and Non Discrimination/Equal Employment Practices Certifications to the prime contractor prior to commencement of work.

General and administrative fees for the management of subconsultants will be limited to 5% of the actual charges billed by the subconsultants.

12. CITY CONTRACTUAL REQUIREMENTS

The City of Los Angeles has certain policies and requirements that may affect the contracts awarded from this RFQ. Therefore, all prospective consulting firms are advised of the following:

- **Contractor Responsibility Ordinance (CRO)**

Respondents are advised that any contract awarded pursuant to this procurement process shall be subjected to the provisions of Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance (CRO). Respondents shall refer to **Attachment 1**, "Contractor Responsibility Ordinance," for further information regarding the requirements of the Ordinance.

All Respondents shall complete and return, with their SOQ, the Responsibility Questionnaire included in **Attachment 1**. Failure to return the completed Questionnaire may result in a Respondent being deemed non-responsive.

- **Business Tax Registration Certificate (BTRC)**

The City of Los Angeles requires that all firms doing business within the City of Los Angeles pay City business taxes. Each firm or individual paying the business tax receives a BTRC number.

The respondents must represent that they have, or will obtain upon award, 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). The consultant shall maintain, or obtain as necessary, all such certificates required under said Ordinance and shall not allow any such certificate to be revoked or suspended. To find out more about the BTRC, please refer to **Attachment 2**, or contact the Office of Finance, Tax and Permit Division, Main Office, (213) 473-5901.

- **Non-Discrimination, Equal Employment, Affirmative Action**

Respondents 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. All respondents shall complete and

upload, the Non-Discrimination/Equal Employment Practices Affidavit (two (2) pages) available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at www.labavn.org at the time of BAVN Registration but no later than the Bid/Proposal due date. However, Bidders/Proposers with current Office of Contract Compliance approval for their Non Discrimination/Equal Employment Practices Certification do not need to resubmit unless the approval is 30 days or less from expiration.

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. All respondents shall complete and upload, the City of Los Angeles Affirmative Action Plan (four (4) pages) available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at www.labavn.org at the time of registration on BAVN, but no later than the Bid/Proposal due date. However, Bidders/Proposers with current Office of Contract Compliance approval for their Affirmative Action Plan do not need to resubmit unless the approval is 30 days or less from expiration. Respondents opting to submit their own Affirmative Action Plan may do so by uploading their Affirmative Action Plan onto the City's BAVN.

Both the Non-Discrimination/Equal Employment Practices Affidavit and the City of Los Angeles Affirmative Action Plan Affidavit shall be effective for a period of twelve months from the date it is first uploaded onto the City's BAVN.

Prime Contractors must collect and retain Affirmative Action Plan(s) and Non Discrimination/Equal Employment Practices Certification(s) for subject Subcontractors prior to commencement of work and furnish them to the City upon request.

Respondents seeking additional information regarding the requirements of the City's Non-Discrimination Clause, Equal Employment Practices and Affirmative Action Program may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org>.

- **Insurance Requirements**

The selected consultants will be required to obtain and maintain insurance coverage in the following types and amounts for the duration of the contract, as specified by the City Administrative Office's Risk Manager and the Board of Public Works prior to award of a Task Order under this contract:

•General Liability	\$ 1.0 Million per occurrence
•Professional Liability	\$ 1.0 Million per occurrence
•Workers' Compensation	
Employer's Liability insurance	\$ 1.0 Million per occurrence
•Automobile Liability Insurance	\$ 1.0 Million per occurrence

Insurance requirements, including actual levels of insurance coverage for each required type of insurance may be adjusted for each task order. Additional coverage may be required on specific Task Orders. At the time a Task Order is issued and prior to the

commencement of work, proof of insurance must be submitted to the Board of Public Works for approval by the City Administrative Office's Risk Manager.

Documents in **Attachment 4** are included for the potential respondent's information. No insurance documents need to be submitted with the Statement of Qualifications.

- **Equal Benefits Ordinance (EBO)**

Respondents 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). Respondents shall refer to **Attachment 5** for further information regarding the requirements of the Ordinance.

All Respondents shall complete and upload, the Equal Benefits Ordinance Affidavit (two (2) pages) available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at www.labavn.org prior to award of a City contract valued of which exceeds \$5,000. The Equal Benefits Ordinance Affidavit shall be effective for a period of twelve months from the date it is first uploaded onto the City's BAVN. Respondents do not need to submit supporting documentation with their proposals. However, the City may request supporting documentation to verify that the benefits are provided equally as specified on the Equal Benefits Ordinance Affidavit.

Respondents seeking additional information regarding the requirements of the Equal Benefits Ordinance may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org>.

- **Child Support Obligations Ordinance**

The City 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 shall contain the following provision:

"This Contract is subject to Section 10.10, Article 1, Chapter 1, Division 10 of the Los Angeles Administrative Code, as amended from time to time. Pursuant to this Ordinance, Contractor certifies that it will (1) fully comply with all State and Federal employment reporting requirements for Contractor employees applicable to Child Support Assignment Orders; (2) that the principal owner (s) of Contractor are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (3) fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with California Family Code Section 5230, et seq.; and (4) maintain such compliance throughout the term of this Contract. Pursuant to Section 10.10b of the Los Angeles Administrative Code, failure of Contractor to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders and Notices of Assignment or the failure of any principal owner(s) of Contractor to

comply with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally shall constitute a default by the Contractor under the terms of this Contract, subjecting this Contract to termination where such failure shall continue for more than ninety (90) days after notice of such failure to Contractor by City.

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

Contractor shall comply with the Child Support Compliance Act of 1998 of the State of California Employment Development Department. Contractor assures 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 subdivision (1) of the Public Contract Code 7110. "

- **Americans with Disabilities Act**

The Contractor hereby certifies that it will comply with the Americans with Disabilities Act 42 U.S.C. Section 12101 et seq. and its implementing regulations. The Contractor will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. The Contractor will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by Contractor, relating to the Agreement, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

- **Municipal Lobbying Ordinance/Bidder Certification**

Any bidder 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, on a form proscribed 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. Each City department shall include a copy of the Municipal Lobbying Ordinance in each invitation for bids, request for proposals, request for qualifications or other solicitation related to entering into a contract with the City. **(Attachment 6)**

- **First Source Hiring Ordinance**

Unless approved for an exemption, contractors under contracts primarily for the furnishing of services to or for the City, the value of which is in excess of \$25,000 and a

contract term of at least three (3) months, and certain recipients of City Loans or Grants, shall comply with the provisions of Los Angeles Administrative Code Sections 10.44 et seq., First Source Hiring Ordinance (FSHO). Bidders/Proposers shall refer to **Attachment 7**, "First Source Hiring Ordinance" for further information regarding the requirements of the Ordinance.

The Anticipated Job Opportunities Form (FSHO-1) and Subcontractor Information Form (FSHO-2) contained in the Attachment shall only be required of the Bidder/Proposer that is selected for award of a contract.

- **Business Inclusion Program Requirements**

It is the policy of the City to offer as many subconsulting opportunities to Minority (MBE), Women (WBE), Small (SBE), Emerging (EBE), Disabled Veteran (DVBE), and Other Business enterprises (OBE) as possible. For the purpose of this RFQ, the City has set overall, anticipated participation levels of 18% MBE, 4% WBE, 25% SBE, 8% EBE, and 3% DVBE for Project Task Orders estimated over \$100,000 based upon the potential scopes of work, which may be subcontracted. For smaller tasks, the limited nature of the work sometimes makes the use of subconsultants more difficult. The MBE/WBE/SBE/EBE/DVBE/OBE anticipated participation levels will not apply for Project Task Orders under \$100,000; however, consultants are still encouraged to utilize MBE/WBE/SBE/EBE/DVBE/OBE subconsultants where feasible.

All respondents must perform a good faith outreach on-line through the use of the Mayor's City of Los Angeles Business Assistance Virtual Network at www.labavn.org. Respondents are to make a "Good Faith Effort" to reach out to potential MBE/WBE/SBE/EBE/DVBE/OBE subconsultants. Failure to make a "Good Faith Effort" documenting their outreach as described in **Attachment 8** and/or failure to submit the required documentation will result in the rejection of the firm's SOQ as non-responsive. The respondents must list in their documents the names of any potential MBE/WBE/SBE/EBE/DVBE/OBE subconsultants, vendors, or any business that renders services or provides goods or rentals with whom the respondent believes it may do business with as a result of receiving a contract resulting from this RFQ.

Respondents to this RFQ must submit Schedule A, List of Potential MBE/WBE/SBE/EBE/DVBE/OBE Subconsultants, at the same time when submitting their SOQs. Also, respondents to this RFQ will have until 4:30 P.M., of the following City working day to complete the BAVN-generated Summary Sheet with responses from all subconsultants. Refer to **Attachment 8**, Indicator #7, for a more detailed description of the required documentation.

After the Pre-Qualified On-Call Consultants List is established, consultants will be asked to submit Task Order proposals in accordance with Section 7 of this RFQ. Prior to submitting a proposal for any specific Task Order, the consultant is pledging to solicit and utilize proposals from the subconsultant firms listed on their Schedule A.

Submitting firms with questions on or requiring assistance with the Business Inclusion Program requirements should contact the BOS, Centralized Contract Unit at san.contracts@lacity.org.

- **Service Contractor Worker Retention Ordinance (SCWRO) and Living Wage Ordinance (LWO)**

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). Respondents shall refer to **Attachment 9** for further details.

Respondents who believe that they meet the qualifications for one (1) 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 **Attachment 9**.

- **Local Business Preference Program**

Proposers who submit a response to this solicitation will be evaluated in accordance with Article 21 to Division 10, Chapter 1 of the Los Angeles Administrative Code (Ordinance No. 181910) establishing a Local Business Preference Program for the City's procurement of goods, equipment and services, including construction, when the contract involves an expenditure in excess of \$150,000.

The City shall grant an eight percent Local Business Preference to Local Businesses for Contracts involving consideration in excess of \$150,000. The City shall also provide a preference of up to five percent, to a Proposal submitted by a business that does not qualify as a Local Business, but that identifies a qualifying Local Subcontractor to perform work under the Contract, provided the Local Subcontractor satisfies the criteria enumerated in Sections 10.47.2 and 10.47.7 of the Los Angeles Administrative Code, Chapter 1, Article 21.

The Local Business Preference Program, Ordinance No. 181910, can be found in **Attachment 10**.

- **Contractor Evaluation Ordinance**

At the end of this contract, the City will conduct an evaluation of the Contractor's performance. The City may also conduct evaluations of the Contractor's performance during the term of the 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 the work product or service performed, the timeliness of performance, financial issues, and the expertise of personnel that the Contractor assigns to the contract. A Contractor 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

Contractor, to evaluate SOQs and to conduct reference checks when awarding other personal services contracts.

- **Contract History**

The City Council passed a resolution on July 21, 1998 requiring that all proposed vendors supply in their proposal or bid, a list of all City Contracts held by the bidder or any affiliated entity during the preceding 10 years. Respondents shall complete and return the Contract History form included in **Attachment 13**.

- **Los Angeles Residence Information**

It is the policy of the City to require all Respondents or individuals seeking Contracts with the City to report the headquarters address of the company and declare the percentage of the work force residing in the City. SOQs shall include the following information:

- Organization headquarters address
- Addresses of all branch offices located within the City
- Number of employees in the total workforce
- Percentage of total workforce residing in the City
- Percentage of total workforce employed in the City
- Number of employees in each Los Angeles branch offices
- Percentage of work force in each Los Angeles branch office residing in the City

See **Attachment 14** for sample form.

- **Non-Collusion Affidavit**

Each SOQ shall contain the following statement signed by a legally authorized officer of the Respondent. "This SOQ is genuine and not a sham or collusive or intended to be withdrawn once submitted for evaluation in the RFQ selection process or during consideration for contract award, nor made in the interest or in behalf of any person herein named; the Respondent has not directly or indirectly induced or solicited any other Respondent to put in a sham bid, or any other person, firm or corporation to refrain from submitting a SOQ; and the Respondent has not in any manner sought by collusion to secure himself an advantage over any other Respondent" (**Attachment 15**).

- **Contract Bidder Campaign Contribution and Fundraising Restrictions**

Persons who submit a response to this solicitation (bidders) are subject to Charter section 470(c)(12) and related ordinances. As a result, bidders may not make campaign contributions to and or engage in fundraising for certain elected City officials or candidates for elected City office from the time they submit the response until either the Contract is approved or, for successful bidders, 12 months after the Contract is signed. The bidder's principals and subcontractors performing \$100,000 or more in work on the Contract, as well as the principals of

those subcontractors, are also subject to the same limitations on campaign contributions and fundraising.

Bidders must submit CEC Form 55 to the awarding authority at the same time the response is submitted. The form requires bidders to identify their principals, their subcontractors performing \$100,000 or more in work on the Contract, and the principals of those subcontractors. Bidders must also notify their principals and subcontractors in writing of the restrictions and include the notice in contracts with subcontractors. Responses submitted without a completed CEC Form 55 shall be deemed nonresponsive. Bidders who fail to comply with City law may be subject to penalties, termination of contract, and debarment. Additional information regarding these restrictions and requirements may be obtained from the City Ethics Commission at (213) 978-1960 or ethics.lacity.org.

The Bidder Certification CEC Form 55 can be found in **Attachment 16**.

- **Slavery Disclosure Ordinance**

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

All Respondents shall complete and upload the Slavery Disclosure Ordinance Affidavit (one (1) page) available on the City's BAVN residing at www.labavn.org prior to award of a City contract.

Respondents seeking additional information regarding the requirements of the Slavery Disclosure Ordinance may visit the Bureau of Contract Administration's website at www.bca.lacity.org.

13. REQUEST FOR QUALIFICATIONS (RFQ) SCHEDULE

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

ESTIMATED DATE	EVENT
January 2012	Release RFQ to potential respondents
February 2012	Pre-submittal meeting
March/April 2012	Statement of Qualifications is due by 2:00 p.m.
May 2012	Conduct interviews/oral presentations
June 2012	Evaluation and Selection
July 2012	Begin negotiations with selected consultants
October 2012	Board of Public Works approves contracts
December 2012	Board of Public Works, Mayor, Council executes contracts

14. WHERE TO SUBMIT RESPONSES

To respond to this RFQ, an original, plus appropriate number of copies and electronic file of the Cover Letter, SOQ, and other related materials, separately bound and clearly labeled, as specified on the Checklist in Section 8, must be received by 2:00 p.m. PST on **March 28, 2012**. Faxes will not be accepted. Respondents should send or deliver their submittals to:

**Attn: Debbie Pham
Wastewater Engineering Services Division
City of Los Angeles Bureau of Sanitation
2714 Media Center Dr.
Los Angeles, CA 90065**

15. CONFIDENTIAL INFORMATION

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

"NOTICE"

"The data on the pages of this SOQ 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 Respondent's competitive position. The Respondent requests that such data be used only for the evaluation of its SOQ, 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 Respondent'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 Respondent 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 Respondent agrees to assume and pay for all costs incurred by the City, including attorneys' fees awarded by the court, if the Respondent requests the City to resist disclosure of material provided to the City by the Respondent, provided the City determines that said materials are exempt under federal, state, and local law.

16. PROPOSAL PROTEST PROCEDURES

RFQ: PRE-QUALIFIED ON-CALL CONSULTANTS

These procedures provide a method for resolving, prior to award, protests regarding the award of personal service contracts by and through the City's Board of Public Works. These procedures are for the benefit of the City and are not intended to establish an administrative requirement that must be exhausted by the protesting consultant prior to pursuing any legal remedy that may be available. For this reason, no consultant shall have any right to due process, should the City fail to follow these procedures, for any reason within its discretion. However, failure by a consultant to follow the protest procedures as discussed below will create the presumption that any subsequent legal action in a court of competent jurisdiction is of no merit. These procedures will enable the Board of Public Works to ascertain all of the facts necessary to make an informed decision regarding the award of the contract.

- a. A protest relative to a particular Request for Proposal/Request for Qualifications (RFP/RFQ) must be submitted in detail and in writing and be postmarked within 14 calendar days after the receipt of proposal or statement of qualification by the City. The day of the proposal or statement of qualification receipt shall be considered as day one.
- b. All protests must be addressed to: **Ms. Arleen Taylor**, Executive Officer, Board of Public Works, 200 N. Spring St., Room 355, Los Angeles, CA 90012.
- c. Advance copies of protests will be accepted if sent via fax within the protest period to the Executive Officer, Board of Public Works at (213) 978-0278 and provided approval is received prior to sending the fax, by calling the Executive Officer at (213) 978-0262.
- d. Prime consultants are requested to advise their potential subconsultants of this protest period policy. Furthermore, protests against a prime consultant by a subconsultant with a direct financial interest that could be adversely affected by the determination of the protest may be considered by the Board of Public Works beyond the protest period.
- e. The Board of Public Works will only consider protests against any consultant who appears to have a substantial and reasonable prospect of receiving a contract if the protest is sustained.
- f. The Board of Public Works may consider protests from consultants concerning contract compliance matters beyond the protest period. These protests will receive due consideration if the consultant submits the protest in a timely period and such protest affects a consultant who appears to have a substantial and reasonable prospect of being selected if the protest is accepted.
- g. Protests meeting the above criteria will be analyzed and reported upon in a written report to the Board of Public Works. Protesting parties will be notified of the time and date that the written report will be discussed in a public

session of the Board of Public Works. Protesting parties will be given the opportunity to present their arguments at the public session.

17. LIST OF ATTACHMENTS

- Attachment 1: Contractor Responsibility Ordinance Package
- Attachment 2: BTRC Notice and Application Form
- Attachment 3: Non-Discrimination, Equal Employment, Affirmative Action Package
- Attachment 4: Insurance Requirements Package
- Attachment 5: Equal Benefits Ordinance Package
- Attachment 6: Municipal Lobbying Ordinance Bidder Certification CEC Form 50
- Attachment 7: First Source Hiring Ordinance Package
- Attachment 8: Business Inclusion Program Requirements
- Attachment 9: Service Contractor Worker Retention Ordinance/Living Wage Ordinance Package
- Attachment 10: Local Business Preference Requirements
- Attachment 11: List of Potential Subconsulting Opportunities
- Attachment 12: Bureau's Standard Language for the City of Los Angeles Personal Services Contracts
- Attachment 13: Contract History
- Attachment 14: Los Angeles Residence Information
- Attachment 15: Non-Collusion Affidavit
- Attachment 16: Contract Bidder Campaign Contribution and Fundraising Restrictions/Bidder Certification CEC Form 55
- Attachment 17: Slavery Disclosure Ordinance

The potential respondent should contact the following people for questions regarding this RFQ, required submittals, or the various City Policies and Procedures that are referenced in the RFQ and Attachments.

RFQ in General and Technical Questions

Debbie Pham
Wastewater Engineering Services Division..... (323) 342-1580

Policies and Procedures

Contractor Responsibility Ordinance
Bureau of Contract Administration
Special Research & Investigation Section (213) 847-2445

Business Tax
Office of Finance, Tax and Permit Division..... (213) 473-5901

Child Support Obligations
Comm. on Children, Youth & Families..... (213) 978-1840

Business Inclusion Program
Bureau of Sanitation, Centralized Contracts Unit (213) 485-2349

- Equal Benefits Ordinance
- First Source Hiring Ordinance
- Non-Discrimination, Equal Employment and Affirmative Action Statements
- Service Contractor Worker Retention Ordinance and Living Wage Ordinance
- Slavery Disclosure Ordinance
 - Bureau of Contract Administration
 - Equal Employment Opportunities Enforcement Section(213) 847-2605
(Or contact Mike Yu, Bureau of Sanitation, Centralized Contracts Unit, at (310) 648-5792)
- Bidder Certification (CEC Forms 50 and 55)
 - City Ethics Commission(213) 978-1960

RESPONDENT SHALL COMPLETE, SIGN, AND RETURN THIS CHECKLIST WITH THE STATEMENT OF QUALIFICATIONS

CITY OF LOS ANGELES POLICY COMPLIANCE CERTIFICATION	Included	Not Included
Attachment 1: Contractor Responsibility Questionnaire		
Attachment 2: Business Tax Registration Certificate (BTRC)		
Attachment 3: Non Discrimination, Equal Employment Practices, Affirmative Action Program (Need to download the pertinent forms and submit them through LABAVN. Sub-consultants also need to submit Affirmative Action Plan and Non Discrimination/Equal Employment Practices Certification to the Prime Contractor for retention.		
Attachment 5: Equal Benefits Ordinance Compliance Form (Need to download the pertinent forms and submit them through LABAVN)		
Attachment 6: Bidder Certification CEC Form 50		
Attachment 8: Schedule A		
Attachment 13: Contract History Form		
Attachment 14: Los Angeles Residence Information		
Attachment 16: Bidder Certification CEC Form 55		

_____ Consultant Firm Name

_____ Date

_____ Signed

_____ Title

_____ Typed Name

_____ Telephone Number

NOTE: Failure to submit all the required information may render your submittal non-responsive.

CITY OF LOS ANGELES

CALIFORNIA



ANTONIO R. VILLARAIGOSA
MAYOR

BUREAU OF SANITATION

ENRIQUE C. ZALDIVAR
DIRECTOR

TRACI J. MINAMIDE
CHIEF OPERATING OFFICER

VAROUJ S. ABKIAN
ADEL H. HAGEKHALIL
ALEXANDER E. HELOU
ASSISTANT DIRECTORS

NEIL M. GUGLIELMO
ACTING CHIEF FINANCIAL OFFICER

1149 SOUTH BROADWAY, 9TH FLOOR
LOS ANGELES, CA 90015
TEL: (213) 485-2210
FAX: (213) 485-2979

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COMMISSIONER

February 28, 2013

AECOM

999 Town and County Road
Orange, CA 92868
Phone (714) 567-2501

On Call Consultant Services for Wastewater, Stormwater & Solid Resources Programs

Proposal Due Date: March 28, 2012

Dear Proposer:

The Bureau of Sanitation, Centralized Contracts Unit, would like to provide you with feedback on your Business Inclusion Program (BIP) subcontractor outreach for the above mentioned project. We hope that this information will assist you prepare Business Inclusion Program (BIP) subcontractor outreach on future projects. Based on our review, your BIP subcontractor outreach is deemed:

NON-RESPONSIVE

After careful review, the Bureau of Sanitation Centralized Contracts Unit has found AECOM, Business Inclusion Program (BIP) documentation for the above mentioned project to be "**Non-Responsive**" for failing to complete the BIP subcontractor outreach requirements for the following reasons.

According to Attachment A-08 of the RFP, the Business Inclusion Program (BIP) Requirements state, "**E-mail notification in each of the selected potential work items to potentially available MBEs, WBEs, SBEs, EBEs, DVBEs and OBEs for each anticipated work item to be performed**" is considered required documentation. However AECOM failed to send an email notification to at least one SBE, one EBE, and one DVBE in the selected potential work items of Solid Waste Collection (NAICS code 562111), Hazardous Waste Collection (562112) and Other Waste Collection (562119). Although AECOM noted that they had made every attempt to locate firms with the SBE, EBE, and DVBE certification(s) throughout the BAVN system, and the one firm that was listed with such certifications under the aforementioned NAICS code services was not required for this program, AECOM did not search or outreach to the four and five digit NAICS codes (i.e. 5621 or 56211). Therefore it is the recommendation of the Bureau to deem AECOM non-responsive for failing to fulfill the BIP outreach requirements.



If you would like to discuss this evaluation, please call Bryan Cowitz at (213) 485-3697 **no later than March 8, 2013**. Once again, this letter only reflects the outcome of the Business Inclusion Program evaluation; it does not provide information related to the award of the project.

Sincerely,

Bryan Cowitz, Management Analyst
Bureau of Sanitation
Centralized Contracts Unit

CITY OF LOS ANGELES

CALIFORNIA



ANTONIO R. VILLARAIGOSA
MAYOR

TRANSMITTAL 4

BUREAU OF SANITATION

ENRIQUE C. ZALDIVAR
DIRECTOR

TRACI J. MINAMIDE
CHIEF OPERATING OFFICER

VAROUJ S. ABKIAN
ADEL H. HAGEKHALIL
ALEXANDER E. HELOU
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1149 SOUTH BROADWAY, 9TH FLOOR
LOS ANGELES, CA 90015
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BOARD OF
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VALERIE LYNNE SHAW
PRESIDENT PRO TEMPORE

JERILYN LÓPEZ-MENDOZA
COMMISSIONER

STEVEN T. NUTTER
COMMISSIONER

March 13, 2013

AKM Consulting Engineers
553 Wald
Irvine, CA 92618
Phone (949) 753-7333

On Call Consultant Services for Wastewater, Stormwater & Solid Resources Programs

Proposal Due Date: March 28, 2012

Dear Proposer:

The Bureau of Sanitation, Centralized Contracts Unit, would like to provide you with feedback on your Business Inclusion Program (BIP) subcontractor outreach for the above mentioned project. We hope that this information will assist you prepare Business Inclusion Program (BIP) subcontractor outreach on future projects. Based on our review, your BIP subcontractor outreach is deemed:

NON-RESPONSIVE

After careful review, the Bureau of Sanitation Centralized Contracts Unit has found AKM Consulting Engineers Business Inclusion Program (BIP) documentation for the above mentioned project to be **"Non-Responsive"** for failing to complete the BIP subcontractor outreach requirements for the following reasons.

According to Attachment A-08 of the RFP, the Business Inclusion Program (BIP) Requirements state, **"E-mail notification in each of the selected potential work items to potentially available MBEs, WBEs, SBEs, EBEs, DVBEs and OBEs for each anticipated work item to be performed"** is considered required documentation. However AKM failed to send an email notification to at least one EBE and one DVBE in the selected potential work items of Solid Waste Collection (NAICS code 562111), Hazardous Waste Collection (562112) and Other Waste Collection (562119). Although AKM noted that they had made every attempt to locate firms with the EBE and DVBE certification(s) throughout the BAVN system, AKM did not search or outreach to the four and five digit NAICS codes (i.e. 5621 or 56211). Therefore it is the recommendation of the Bureau to deem AKM non-responsive for failing to fulfill the BIP outreach requirements.

In addition, the Business Inclusion Program (BIP) Requirements state, **"The proposer has responded to every unsolicited offer sent by a Registered Subcontractor using BAVN and has evaluated in good faith bids or proposals submitted by interested potential MBEs, WBEs, SBEs, EBEs, DVBEs and OBEs. Proposers must not unjustifiably reject as unsatisfactory a**



bid or proposal offered by a Registered Subcontractor, as determined by the Board.” However the reasons for selection/non-selection provided on the AKM summary sheet were either missing, difficult to understand and/or differentiate, and as a result do not appear to demonstrate a negotiation in good faith. To select and not select a subcontractor without a reason or for the same reason (i.e. good qualifications or interested in teaming) is not a negotiation in good faith. Therefore, the summary sheet and matrix provided apparently, did not determine the selection process, thereby questioning all negotiations and reason(s) for selections and/or non-selections.

If you would like to discuss this evaluation, please call Bryan Cowitz at (213) 485-3697 **no later than March 20, 2013**. Once again, this letter only reflects the outcome of the Business Inclusion Program evaluation; it does not provide information related to the award of the project.

Sincerely,

Bryan Cowitz, Management Analyst
Bureau of Sanitation
Centralized Contracts Unit

CITY OF LOS ANGELES

CALIFORNIA



ANTONIO R. VILLARAIGOSA
MAYOR

TRANSMITTAL 5

BUREAU OF SANITATION

ENRIQUE C. ZALDIVAR
DIRECTOR

TRACI J. MINAMIDE
CHIEF OPERATING OFFICER

VAROUJ S. ABKIAN
ADEL H. HAGEKHALIL
ALEXANDER E. HELOU
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NEIL M. GUGLIELMO
ACTING CHIEF FINANCIAL OFFICER

1149 SOUTH BROADWAY, 9TH FLOOR
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VALERIE LYNNE SHAW
PRESIDENT PRO TEMPORE

JERILYN LÓPEZ-MENDOZA
COMMISSIONER

STEVEN T. NUTTER
COMMISSIONER

March 27, 2013

Geosyntec Consultants
3415 South Sepulveda Blvd., Suite 500
Los Angeles, CA 90034
Phone (310) 957-6132

On Call Consultant Services for Wastewater, Stormwater & Solid Resources Programs

Proposal Due Date: March 28, 2012

Dear Proposer:

The Bureau of Sanitation, Centralized Contracts Unit, would like to provide you with feedback on your Business Inclusion Program (BIP) subcontractor outreach for the above mentioned project. We hope that this information will assist you prepare Business Inclusion Program (BIP) subcontractor outreach on future projects. Based on our review, your BIP subcontractor outreach is deemed:

NON-RESPONSIVE

After careful review, the Bureau of Sanitation Centralized Contracts Unit has found GEOSYNTEC Consulting Engineers Business Inclusion Program (BIP) documentation for the above mentioned project to be **"Non-Responsive"** for failing to complete the BIP subcontractor outreach requirements for the following reasons.

According to Attachment A-08 of the RFP, the Business Inclusion Program (BIP) Requirements state, **"E-mail notification in each of the selected potential work items to potentially available MBEs, WBEs, SBEs, EBEs, DVBEs and OBEs for each anticipated work item to be performed"** is considered required documentation. However GEOSYNTEC failed to send an email notification to at least one EBE and one DVBE in the selected potential work items of Solid Waste Collection (NAICS code 562111), Hazardous Waste Collection (562112) and Other Waste Collection (562119). Although GEOSYNTEC noted that they had made every attempt to locate firms with the EBE and DVBE certification(s) throughout the BAVN system, GEOSYNTEC did not search or outreach to the four and five digit NAICS codes (i.e. 5621 or 56211). Therefore it is the recommendation of the Bureau to deem GEOSYNTEC non-responsive for failing to fulfill the BIP outreach requirements.

In addition, the Business Inclusion Program (BIP) Requirements state, **"The proposer has responded to every unsolicited offer sent by a Registered Subcontractor using BAVN and has evaluated in good faith bids or proposals submitted by interested potential MBEs, WBEs,**



SBEs, EBEs, DVBES and OBEs. Proposers must not unjustifiably reject as unsatisfactory a bid or proposal offered by a Registered Subcontractor, as determined by the Board.” However the reasons for selection/non-selection provided on the GEOSYNTEC summary sheet were either missing (i.e. Executive Business Consultant), difficult to understand and/or differentiate (as defined in the matrix with the language of “minimum requirements”), or lacking support documentation (i.e. the subcontractor declinations), and as a result do not appear to demonstrate a negotiation in good faith. Therefore, the summary sheet and matrix provided apparently, do not appear to determine the selection process, thereby questioning all negotiations and reason(s) for selections and/or non-selections.

If you would like to discuss this evaluation, please call Bryan Cowitz at (213) 485-3697 **no later than April 3, 2013**. Once again, this letter only reflects the outcome of the Business Inclusion Program evaluation; it does not provide information related to the award of the project.

Sincerely,

Bryan Cowitz, Management Analyst
Bureau of Sanitation
Centralized Contracts Unit



AECOM
515 S. Flower Street
4th Floor
Los Angeles, CA 90071
www.aecom.com

213.593.8010 tel
213.593.8053 fax

March 20, 2013

Mr. Bryan Cowitz, Management Analyst
City of Los Angeles
Bureau of Sanitation
Central Contracts Unit
1149 S. Broadway, 9th Floor
Los Angeles, CA 90015

**On Call Consultant Services for Wastewater, Stormwater and Solid Resources Programs
Business Inclusion Program (BIP)**

Dear Mr. Cowitz:

AECOM is in receipt of your letter dated February 28, 2013, stating that AECOM's Business Inclusion Program (BIP) subcontractor outreach for the above-named project was deemed Non-Responsive. Your letter states the reason for this ruling as "...AECOM did not search or outreach to the four and five-digit NAICS codes (i.e. 5621 or 56211)." Please accept this letter as a formal protest to that ruling for the following reasons:

1. During the time period this project was an open solicitation on the City of Los Angeles' BAVN system, there were ten (10) six-digit codes listed as the Sub NAICS codes required for subcontractor outreach (attached). There was no stated requirement to use four or five digit NAICS codes. AECOM performed subcontractor outreach electronically via the BAVN system using the ten six-digit codes and the system electronically indicated AECOM had fulfilled the requirements.
2. The Business Inclusion Program (BIP) Outreach Process instructions provided on the BAVN website do not state it is a requirement to outreach to four or five-digit NAICS codes.
3. In RFQ ADDENDUM No. 2, Questions and Answers (attached), Question 12 reads: "Are there any other NAICS codes in the Business Inclusion Program to be added?" Answer: "No. If any additional codes need to be added, an addendum will be issued." Addendum 3 did not state there are any additional codes.

For the above-stated reasons, AECOM fully believes it fulfilled the BIP subconsultant outreach requirements in place at the time of the solicitation and asks that you reconsider your ruling.

If you have additional questions or require additional information, please contact me directly at 213.593.8070 or david.prasifka@aecom.com, or Juli Binaco at 714.689.7297 or juli.binaco@aecom.com.

AECOM counts the Bureau of Sanitation as one of its most-valued clients. We have always supported the City of Los Angeles' BIP programs and will continue to do so in the future. Thank you for your consideration.

AECOM Technical Services, Inc.

David W. Prasifka, PE
Vice President

Copy: Juli Binaco, AECOM Orange Office
Attachments (2)

Oncall Consultant Services for Bureau of Sanitation's Wastewater, Stormwater, and Solid Resources Programs

General Information		Status	Bookmark Opportunity
BAVN ID:	12922	Status:	Closed *
Category:	Personal Services	Posted:	01/24/12
Type:	Request For Qualification	Outreach Due:	03/14/12 12:00 AM**
Description:	The Bureau of Sanitation (BOS), Department of Public Works, City of Los Angeles is requesting submittal of Statements of Qualifications (SOQs) for the Request for Qualification (RFQ) from consultants to provide highly specialized technical services to support Wastewater, Solid Resources and Stormwater related services on an emergency or as-needed basis. The consultants on the on-call list will be used on a rotating basis and will be limited to a five-year term contract with an optional five-year extension, at the City's discretion.	Bid Due:	03/26/12 2:00 PM
Prime NAICS:		Summary Due:	03/29/12 4:30 PM
Sub NAICS:	541330: Engineering Services 541340: Drafting Services 541360: Testing Laboratories 541911: Administrative Management and General Management Consulting Services 541920: Environmental Consulting Services 541990: Other Scientific and Technical Consulting Services 541999: All Other Professional, Scientific, and Technical Services 882111: Solid Waste Collection 882112: Hazardous Waste Collection 882119: Other Waste Collection	Contact Dept: Public Works, Bureau of Sanitation Name: Debbie Pham Email: Debbie.Pham@lapd.com Phone: 323-342-1580	
		Bookmark Opportunity Bookmarking will notify administrators of your interests and allow you to receive updates about this opportunity.	
		BAVN RFP Walkthrough This opportunity is eligible for the online Bid/RFQ Acquisition Program. Download the bid entry manual above.	

* The opportunity's current status is 'Closed'. The City is performing the technical evaluations of the bids/proposals that were submitted prior to the Bid Due date and time.
 ** All outreach must be completed by 03/13/12 at 11:59 P.M. (absolute); no outreach will be allowed or considered on or after 03/14/12 12:00 AM.

Meetings

Date	Location	Description

Done Internet 100%

Oncall Consultant Services for Bureau of Sanitation's Wastewater, Stormwater, and Solid Resources Programs

General Information	Status
BAVN ID: 12922 Category: Personal Services Type: Request For Qualification Description: The Bureau of Sanitation (BOS), Department of Public Works, City of Los Angeles is requesting submittal of Statements of Qualifications (SOQs) for the Request for Qualification (RFQ) from consultants to provide highly specialized technical services to support Wastewater, Solid Resources and Stormwater related services on an emergency or as-needed basis. The consultants on the on-call list will be used on a rotating basis and will be limited to a five-year term contract with an optional five-year extension, at the City's discretion. Prime NAICS: Sub NAICS: 541330: Engineering Services 541340: Drafting Services 541380: Testing Laboratories 541611: Administrative Management and General Management Consulting Services 541620: Environmental Consulting Services 541690: Other Scientific and Technical Consulting Services 541990: All Other Professional, Scientific, and Technical Services 562111: Solid Waste Collection 562112: Hazardous Waste Collection 562119: Other Waste Collection	Status: Closed * Posted: 01/24/12 Outreach Due: 03/14/12 12:00 AM ** Bid Due: 03/28/12 2:00 PM Summary Due: 03/29/12 4:30 PM
	Contact
	Dept: Public Works: Bureau of Sanitation Name: Debbie Pham Email: Debbie.Pham@lacity.org Phone: 323-342-1580

* The opportunity's current status is 'Closed'. The City is performing the technical evaluations of the bids/proposals that were submitted prior to the Bid Due date and time.

** All outreach must be completed by 03/13/12 at 11:59 PM. Absolutely no outreach will be allowed or considered on or after 03/14/12 12:00 AM.

Meetings		
Date	Location	Description
02/09/12 at 10:00 AM	2714 Media Center Drive Los Angeles, CA 90065	This pre-submittal meeting is mandatory for all respondents who wish to submit SOQ for this RFQ. Failure to attend the presubmittal meeting will result in the Contractor's SOQ being deemed non-responsive and be disqualified.

Documents		
Scope of Work Documents	Uploaded	Size
Oncall_RFQ Final Jan 2012_w_attachments.pdf	01/24/12 1:59 PM	10.98 MB
Additional Documents	Uploaded	Size
Addendum 1.pdf	02/10/12 8:22 AM	9.61 MB
Addendum 2 - Q_A.pdf	02/15/12 1:35 PM	21.0 KB
Addendum 3.pdf	02/27/12 1:13 PM	17.0 KB

RFQ for Bureau of Sanitation Pre-Qualified On-Call List

ADDENDUM No. 2

Questions and Answers

1. Please confirm that only Schedule A is required with our proposal documents under the Good Faith Effort requirements. BIP Requirements listed on Page 16.

Bid Due: 3/28/2012 at 2 pm

BIP Due: 3/14/2012 at 12 am

The "BIP Due Date" listed under the "LABAVN status" lists the due date and time for the notification letters to be sent to subs. If proposers miss that date, they will be locked out from further BIP actions, resulting in a failure of the BIP outreach requirement.

All BIP documentation-- sub-bids, quotes, letters of interest, the summary sheet and Schedule A-- are due 24 hours after the listed Bid Due Date and time.

2. What if we cannot meet the outreach percentages?

The Anticipated Levels of Participation are not requirements. Failure to meet the APL's will not result in a proposal's/SOQ's rejection.

3. Can the outreach percentages be combined to meet the required anticipated levels (e.g. a firm that is a WBE and SBE)?

Subcontractors can be double counted, triple counted, etc. in different Enterprise categories with the exception of MBE and WBE-- a firm cannot be counted as both MBE and WBE.

4. In the RFQ you require that we reach out to "EBE" firms. Do you have a database of these types of firms?

<http://www.labavn.org>

5. Can the prime modify the Notification Letter for NAICS codes?

The prime can modify the letter. However they should not modify to limit the number of respondents.

6. The Notification Letter stated that "please send the quote..." Since it's an RFQ, can we modify to request for qualification?

Yes.

7. Can the prime be a sub?

Yes.

8. Can the prime add the sub after the contract is in place?

Yes. *But additional work to add new sub is required.*

9. Which departments/agencies' certification are not recognized by Department of Public Works?

Airport Department and Harbor Department.

10. Are we required to submit on all disciplines or just partials?

All disciplines.

11. Is there any limit on the number of pages for the SOQ?

No.

12. Are there any other NAICS codes in the Business Inclusion Program to be added?

No. If any additional codes need to be added, an addendum will be issued.

13. Scope Clarification - Section 6, Page 4

Replace the term "Operational Support Services" with "Operational and Maintenance (O&M) Support Services".

14. Is Fee Schedule to be included in the Statements of Qualification (SOQ)?

Yes. *Billing rates by classification for key personnel is to be submitted with the SOQ. At the minimum, it should include:*

- *Hourly billing rates for prime consultant and sub consultants*
- *Field and Home Office Overhead Rates for prime consultant*
- *Field and Home Office Overhead Rates for sub consultants*



AKM Consulting Engineers

553 Wald
Irvine, CA 92618

Telephone: 949.753.7333

Facsimile: 949.753.7320

Water
Resources

Infrastructure

Construction
Management

April 4, 2013

**Centralized Contracts Unit - Department of Public Works
City of Los Angeles Bureau of Sanitation**

2714 Media Center Drive
Los Angeles, CA 90065
Attn: Mr. Brian Cowitz

**Subject: AKM Consulting Engineers Business Inclusion Program - Statement of
Qualifications for On-Call Consultant Services for the Bureau of Sanitation's
Wastewater, Stormwater, and Solid Resources Program**

Dear Mr. Cowitz:

AKM Consulting Engineers is submitting this formal appeal regarding the Bureau of Sanitation's (BOS) finding that AKM's Business Inclusion Program (BIP) for the subject project was Non-Responsive.

The Bureau of Sanitation's letter to AKM, dated March 13, 2013 stated that AKM was Non-Responsive in:

1. Indicator 4 (Outreach to DVBE and EBE in NACIS codes 562111, 562112, and 562119)
2. Indicator 6 (Selection and Non-Selection reasoning of BIP Requirements).

Additionally, in our meeting with the Bureau of Sanitation on March 27, 2013, you indicated that our submittal did not include any documentation of outreach to Shaw and Solutionetics, and indicated that the two companies needed to provide written verification that AKM reached out to them for the subject project.

We provide the following in support of our appeal, showing our responsiveness and complete good faith in the BIP.

1. Indicator 4 involves outreaching to companies involved in the Business Inclusion Program (BIP). The City of Los Angeles Bureau of Sanitation requested that proposers outreach to MBE, WBE, SBE, EBE, DVBE, and OBE companies that met specified NACIS codes. The Bureau stated that AKM was not responsive in outreaching to EBE and DVBE companies in NACIS codes 562111, 562112, and 562119.

The Request for Qualifications stated that outreach must be made to each category 6 digit NACIS codes. When outreaching to BIP companies, AKM made sure that we met and exceeded the number of companies required in each category for MBE, WBE, SBE, EBE, DVBE, and OBE. However, in the three NACIS codes listed, no companies qualified under the EBE and DVBE categories. When searching for subcontractors on the BAVN network, no EBE or DVBE companies were listed under these 6 digit codes.

AKM was informed during a telephone conversation with Mr. Brian Cowitz that prior to our meeting with BOS on March 27, 2013 that we should have outreached to companies in the 4 and 5 digit codes. AKM was unaware of the fact that if unable to find MBE, WBE, SBE, EBE, DVBE, or OBE's in the 6 digit codes, we must look up a 4 or a 5 digit code. During the pre-proposal meeting that AKM attended on February 9, 2010, we were not made aware about searching under the 4 and 5 digit codes. AKM searched again under the 5 digit codes, and there were still no companies listed under EBE or DVBE categories. After the meeting with Mr. Cowitz on March 27, 2013, AKM searched for subcontractors on the BAVN network under 4 digit codes and were unable to complete the search for 5621. The website makes the individual searcher continue to choose a 5 or 6 digit code. Therefore, we believe we have been responsive to the requirements of the BIP.

2. AKM was deemed non-responsive in Indicator 6 (reasoning for selection and non-selection of subconsultants). There was confusion as to how AKM selected the companies listed as "interested in teaming with".

AKM outreached to numerous companies that met the NACIS codes, and was outreached by certain other companies that were interested in being included on our team. AKM reviewed the qualifications of each company that responded to our outreach, as well as those that outreached to us in determining which ones were qualified for the projects under consideration. We provided our evaluation in Attachment K to our correspondence to Mr. TJ Knight dated July 25, 2012. The "Interested in Teaming" column with two (2) sub-columns (yes and no) show all the companies AKM was originally interested in teaming with; and which ones were interested and not interested in teaming with AKM.

The Bureau of Sanitation has expressed a need for clarification of non-selection for four (4) companies listed in Attachment K (**CES, CCI, Darbi, and JMC²**).

CES

CES indicated that they are an environmental consulting, remediation, and land surveying company that expressed interest to AKM through the BAVN network. The projects included in their qualifications involved environmental cleanup and wireless site infrastructure development. Upon review company qualifications, AKM determined that the scope of services offered were not the ones required by the BOS's scope of work, and decided to not include CES as a sub-consultant.

CCI

AKM contacted **CCI** regarding the project and was interested in reviewing the company's qualifications further. We provided specific NACIS codes that we were interested in having CCI team with us on, pending review of their qualifications. CCI then provided us with letter of intent and qualifications for further review. Company profile and project experience presented showed experience in environmental assessment and site evaluation of contamination. Unfortunately, experience provided by CCI did not match the scope of work provided by the Bureau of Sanitation. Consequently, AKM decided that CCI would not be selected as part of our final team.

DABRI

Dabri contacted AKM about the possibility of being included on our team for on-call services for wastewater, stormwater, and solid resources programs for the Bureau of Sanitation. DABRI did not specify any NACIS codes. Upon review of the company profile and resumes submitted,



AKM felt that the qualification and experience provided did not relate to the scope of work for this project. The company did not show any experience in wastewater programs, biosolids programs, stormwater programs, solid resource programs, climate change issues, financial review and bond programs, IT services, strategic planning/safety and training programs, QA/value assessment, or public outreach. Also, the projects listed for each key team member did not specify what work each member was responsible for. It was our opinion that the experience shown and the qualifications of the team members presented did not relate to the scope of work and services needed for the wastewater, stormwater, and solid resource program for the Bureau of Sanitation. This was the reasoning for the final decision by AKM to exclude DABRI from our final team.

JMC²

JMC² contacted AKM through the BAVN network and was interested in being on our team; however, they did not provide any NACIS codes for evaluation. JMC² listed land surveying, traffic engineering, permit processing, construction support, and quality control as the services they provide. After further review of resumes and experience presented, JMC² showed minimal experience in the BOS scope of work areas. Therefore, AKM decided not to include JMC² as part of our final team.

3. **Shaw and Solutionetics**

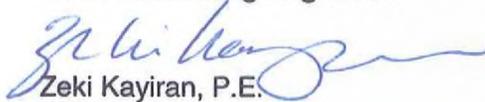
We provided Attachment I (e-mail from Michael Hughes of **Shaw** to Janice Tillmans of AKM dated March 2, 2012) in our correspondence to Mr. TJ Knight of Bureau of Sanitation dated July 25, 2012. This e-mail provides proof of a telephone conversation on that date between Michael Hughes of Shaw and Zeki Kayiran of AKM. Zeki Kayiran outreached to Shaw in that telephone conversation about joining AKM as a subconsultant. Following our meeting with the BOS on March 27, 2013, we requested Shaw to provide written confirmation that AKM reached out to Shaw for inclusion in the subject project. Shaw's letter dated April 2, 2013, addressed to Mr. Brian Cowitz is attached to this correspondence as Exhibit A.

Also in our correspondence to Mr. TJ Knight dated July 25, 2012 (Response no.7), we indicated that AKM reached out to **Solutionetics** verbally, as Solutionetics is AKM's IT consultant, with offices in the same building. We requested Solutionetics to provide written verification that AKM reached out to them regarding the subject project. Solutionetic's letter dated March 29, 2013, addressed to Zeki Kayiran of AKM, verifies that AKM reached out to Solutionetics for the subject project. This letter is attached to our appeal as Exhibit B.

We hope that this correspondence provides proof of AKM's BIP subcontractor outreach responsive BOS overturns its initial finding described in the March 13, 2013 letter. Should you have any questions or require additional information, please do not hesitate to contact the undersigned.

Very truly yours,

AKM Consulting Engineers


Zeki Kayiran, P.E.
Principal

Attached:
Letter of Interest (Shaw and Solutionetics)





EXHIBIT A

CB&I
707 Wilshire Boulevard, Suite 4825
Los Angeles, CA 90017
United States
Tel: +1 213.486.7800
Fax: +1 213.486.7888
www.CBI.com

April 2, 2013

Mr. Bryan Cowitz, Management Analyst
City of Los Angeles Bureau of Sanitation
Centralized Contracts Unit
1149 South Broadway, 9th Floor
Los Angeles, CA 90015

Re: Request for Qualifications for Pre-Qualified On-Call Consultant List, Planning and Technical Support for the Bureau of Sanitation's Wastewater, Stormwater, and Solid Resources Programs

Dear Mr. Cowitz:

Please be advised that in addition to submitting as a prime, Shaw Environmental & Infrastructure, Inc. (Shaw) agreed via telephone discussion to be a sub-consultant to AKM Consulting Engineers (AKM) for the subject pursuit. As such, please accept this letter as our formal letter of intent to team as a sub-consultant to AKM. Should you have any questions, please do not hesitate to contact me at 213-486-7811 or via email at rick.faircloth@cbi.com.

Sincerely,

Shaw Environmental & Infrastructure, Inc., A CB&I company

A handwritten signature in blue ink, appearing to read 'Rick Faircloth', is written over a faint, larger version of the signature.

Rick Faircloth
Business Development Manager – West Region

 **Solutionetics, Inc.** Network Services

553 Wald • Irvine, California 92618 • Tel (949) 727-4610 • Fax (949) 727-4612

March 29, 2013

AKM Consulting Engineers
553 Wald
Irvine, CA 92618

Attention: Mr. Zeki Kayiran, P.E.

Subject: Statement of Qualifications for On-Call Consultant Services for the Bureau of Sanitation's Wastewater, Stormwater, and Solid Resource Programs

Dear Mr. Kayiran:

Solutionetics is pleased to provide confirmation of previous correspondence between AKM and Solutionetics for the contract referenced above. AKM contacted Solutionetics during the first week in March of 2012 and expressed interest in teaming for the proposed project to provide IT services. We are a full service computer and network services firm that brings personality to the computer industry as well as professionalism. We believe that the importance of having someone pleasant and practical to speak with is as significant as the design and maintenance of your network. Due to the qualifications of our company and the scope of work for the referenced contract, Solutionetics provided verbal confirmation of intent to team with AKM during the initial verbal conversation.

If you should have any questions or require additional information, please contact myself at (949) 727-4610 or by email at sdimestico@solutionetics.com.

Sincerely,

Solutionetics



Mr. Steve Dimestico
President



3415 S. Sepulveda Blvd., Suite 500
Los Angeles, California 90034
PH: 310.957.6100
www.geosyntec.com

April 12, 2013

Bryan Cowitz, Management Analyst
Bureau of Sanitation, Centralized Contracts Unit
City of Los Angeles
1149 South Broadway, 9th Floor
Los Angeles, CA 90015

Subject: 2012 Solicitation for On-Call Consultant Services
Appeal of the Determination of Non-Responsiveness by Bureau of Sanitation, Centralized
Contracts Unit, as Related to the Department of Public Works Business Inclusion Program

Dear Mr. Cowitz:

On March 28, 2012, Geosyntec Consultants (Geosyntec), on behalf of a consortium of firms and technical professionals, submitted a Statement of Qualifications (SOQ) in response to the *Request for Qualifications (RFQ), Pre-Qualified On-Call Consultant List, Planning and Technical Support for the Bureau of Sanitation's Wastewater, Stormwater, and Solid Resources Programs*. On March 28, 2013, Geosyntec was notified that our Business Inclusion Program (BIP) subcontractor outreach was determined to be non-responsive. Subsequent to this determination, Geosyntec staff met with you and Mr. T.J. Knight of the Centralized Contracts Unit (CCU) for a debriefing. The purpose of this letter is to respectfully appeal CCU's finding of non-responsiveness on the basis of the clarifying information presented herein.

In preparation of our SOQ, Geosyntec conducted an aggressive good faith outreach effort, wholly consistent with the spirit of the City's Business Inclusion Program (BIP), in order to identify potential subconsultants capable of providing services described in the RFQ. This effort conformed to processes described in RFQ Attachment A-08 and underscores Geosyntec's commitment to ensure full and equitable participation by minority, women, small, emerging, disabled veteran, and other businesses in the provision of all goods and services to the Department of Public Works, Bureau of Sanitation.

As part of our response to the RFQ, Geosyntec reached out to a total of 923 firm-NAICS code combinations for potential inclusion as part of BIP Outreach. As proposed and submitted, the Geosyntec team includes 30 firms: 7 WBEs, 6 MBEs, 9 SBEs, 3 EBEs, 1 DVBE, and 12 OBEs. As such, the determination of responsiveness and compliance with the BIP process directly impacts the interests of all 30 firms, and in particular, the 7 WBEs, 6 MBEs, 9 SBEs, 3 EBEs, and 1 DVBE seeking to support and work for the City of Los Angeles.

Because of the breadth of services requested, the submission process was complex. The process was further complicated by new procedures that integrated the City of Los Angeles Business Assistance Virtual Network (BAVN) system at the time of the March 2012 submittal. The BAVN system continues to undergo important improvements to correct past issues. Issues related to the March 2012 submittal include a system crash on the

Mr. Cowitz
April 12, 2013
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day of submittal and inconsistent identification of potential subconsultants (and their potential business categories).

This letter summarizes our understanding of the two major reasons for CCU's non-responsiveness determination. In response to each reason, we provide a clarifying discussion, supplemented by more detailed and explanatory documentation provided as Attachments.

Basis for Non-Responsive Determination No. 1 (Indicator 4):

"According to Attachment A-08 of the RFP [sic], the Business Inclusion Program (BIP) Requirements state, 'E-mail notification in each of the selected potential work items to potentially available MBEs, WBEs, SBEs, EBEs, DVBEs and OBEs for each anticipated work item to be performed' is considered required documentation. However GEOSYNTEC failed to send an email notification to at least one EBE and one DVBE in the selected potential work items of Solid Waste Collection (NAICS code 562111), Hazardous Waste Collection (562112) and Other Waste Collection (562119). Although GEOSYNTEC noted that they had made every attempt to locate firms with the EBE and DVBE certification(s) throughout the BAVN system, GEOSYNTEC did not search or outreach to the four and five digit NAICS codes (i.e. 5621 or 56211). Therefore it is the recommendation of the Bureau to deem GEOSYNTEC non-responsive for failing to fulfill the BIP outreach requirements."

Geosyntec Basis for Appeal of Determination No. 1

- The scope of work provided in the RFQ (Part 6, page 4 of 24) listed a number of work items, defined as specialized and expert services. This listing did not include specific work areas defined by NAICS codes 562111, 562112, and 562119. The City did not issue an addendum indicating these work areas would be added to the scope of work, but stated in a response to questions (Addendum 2):

[Question] 12. Are there any other NAICS codes in the Business Inclusion Program to be added?
[Answer] No. If any additional codes need to be added, an addendum will be issued.

As such, a requirement to provide these services (and subconsultant participation) would be inconsistent with the RFQ scope requirements.

- In response to the statement that "GEOSYNTEC did not search or outreach to the four and five digit NAICS codes (i.e. 5621 or 56211)", please note that RFQ Attachment A-08 provides the BIP indicators and the commensurate bases for determination of responsiveness. However, Attachment A-08 does not stipulate that a search of higher order NAICS codes constitutes negotiating in good faith. As such, the standard by which non-responsiveness was determined was not part of the procurement package; therefore, it should not be a basis for disqualification.
- Geosyntec staff has indicated that a five-digit NAICS code search (56211) did not identify any potential subconsultants.

- It has been noted that a four-digit NAICS code search (5621) in March 2012 produced one firm as a result. This firm, Ittoukoku International, is listed on BAVN as both an EBE and DVBE. However, multiple independent searches of the firm indicate an area of expertise in NAICS code 561720, Janitorial Services, not 5621 (for a complete Business Information Report, please see Attachment 1). Among the 34 NAICS codes listed by the firm as areas of expertise, they also include NAICS code 4245 (establishments primarily engaged in the merchant wholesale distribution of agricultural products...such as grains, field beans, [and] livestock); NAICS code 8121 (establishments, such as barber and beauty shops, that provide appearance care services); and NAICS code 3262 (establishments primarily engaged in processing natural, synthetic, or reclaimed rubber materials). Thus, services provided by this firm are inconsistent with the work areas described in both the RFQ scope of services and with the relevant NAICS codes listed with BAVN.
- In response to the statement, “Geosyntec failed to send an email notification to at least one EBE and one DVBE in the selected potential work items of Solid Waste Collection (NAICS code 562111), Hazardous Waste Collection (562112) and Other Waste Collection (562119).” The following discussion disputes the determination; supplemental documentation is provided in Attachment 2.
 - o Geosyntec sent email notification to Trans-Global Services, a certified EBE, in the potential work items of Solid Waste Collection (NAICS code 562111), Hazardous Waste Collection (562112) and Other Waste Collection (562119). The fact that Trans-Global Services was not listed in the BAVN summary as an EBE may reflect a BAVN system issue. Regardless, Geosyntec should be credited as outreaching to an EBE with respect to the aforementioned NAICS codes.
 - o Geosyntec also sent email notification to Odic Environmental, a certified DVBE, for the potential work items of Solid Waste Collection (NAICS code 562111), Hazardous Waste Collection (562112) and Other Waste Collection (562119). The fact that Odic Environmental was not listed in the BAVN summary as a DVBE under the appropriate NAICS codes may reflect a BAVN system issue. Odic’s intention to fulfill the services of these three NAICS codes is clarified in a memo included in Attachment 2. Therefore, Geosyntec should be credited as outreaching to a DVBE with respect to the aforementioned NAICS codes.
- Geosyntec’s appeal to the first determination of non-responsiveness (Indicator 4 of BIP) can be summarized by the following: a) the City indicated that NAICS codes not specifically listed were not required to be included; b) the RFQ does not require proposers to conduct four- or five-digit NAICS code; c) four-digit NAICS code searches were deemed problematic and removed from the BIP; d) a BAVN search of five-digit NAICS codes did not produce any appropriate EBE or DVBE firms; e) one identified potential EBE/DVBE firm, Ittoukoku International, may have been miscategorized by BAVN, as it does not offer the required services described by the subject NAICS codes; and finally, **f) two firms contacted by Geosyntec, Trans-Global Services and Odic Environmental, did in fact meet EBE and DVBE requirements for the NAICS codes in question, but this fact was incorrectly summarized by BAVN.**

Basis for Non-Responsive Determination No. 2 (BIP Indicator 7):

“Business Inclusion Program (BIP) Requirements state, ‘The proposer has responded to every unsolicited offer sent by a Registered Subcontractor using BAVN and has evaluated in good faith bids or proposals submitted by interested potential MBEs, WBEs, SBEs, EBEs, DVBEs and OBEs. Proposers must not unjustifiably reject as

unsatisfactory a bid or proposal offered by a Registered Subcontractor, as determined by the Board.' However the reasons for selection/non-selection provided on the GEOSYNTEC summary sheet were either missing (i.e. Executive Business Consultant), difficult to understand and/or differentiate (as defined in the matrix with the language of "minimum requirements"), or lacking support documentation (i.e. the subcontractor declinations), and as a result do not appear to demonstrate a negotiation in good faith. Therefore, the summary sheet and matrix provided apparently, [sic] do not appear to determine the selection process, thereby questioning all negotiations and reason(s) for selections and/or non-selections."

Geosyntec Basis for Appeal of Determination No. 2

In order to refute the conclusion that Geosyntec did not engage in a good faith selection process and to clarify the documentation deemed vague and confusing, Geosyntec has outlined our selection process and reorganized pertinent documentation, including NAICS-code specific spreadsheets, communications, and correspondence (including missing subcontractor declinations), in Attachment 3.

- Geosyntec's basic procedure was to solicit qualifications through BAVN and from potential subconsultants directly. Geosyntec engaged a rating panel to evaluate and score each subconsultant for each NAICS code work area on the basis of a number of general and scope-specific metrics. Any firm failing to meet a predetermined cutoff score within a NAICS-code specific evaluation was considered for inclusion based on its unique capabilities and ability to satisfy another NAICS-code criteria. Our intent was to include as many well-qualified firms as possible. To that end, Geosyntec employed a well-defined selection process and demonstrated a good faith effort in selecting team members.
- Executive Business Consultants (EBC) was inadvertently omitted from the matrix sent in response to CCU's request for additional information (CCU requested clarification with respect to 12 firms, but with the omission of EBC, Geosyntec responded to 11). This omission was a clerical error in our response documentation, not an oversight in selection of subconsultant team members. As shown in Attachment 3, pursuant to the criteria described above, EBC was included in the evaluation process but did not meet the numeric cutoff. As a result, EBC was not included on the Geosyntec team.
- Because this RFQ overlapped with a subsequently recalled RFP for landfill services, some subconsultant letters of interest (LOI) mistakenly listed the recalled RFP in the subject line. Attachment 4 provides clarification from these subconsultants that their original intent was to request consideration for inclusion on the Geosyntec team for the *RFQ, Pre-Qualified On-Call Consultant List, Planning and Technical Support for the Bureau of Sanitation's Wastewater, Stormwater, and Solid Resources Programs*.
- Geosyntec's appeal to the second determination of non-responsiveness (Indicator 7 of BIP) can be summarized by the following: a) Geosyntec engaged in a deliberative process (documented in Attachment 3) to equitably and transparently evaluate and include, to the greatest extent possible, qualified potential subconsultants in a manner consistent with criteria and work requirements presented in the RFQ for each relevant NAICS code; b) in response to a request for clarification, Geosyntec's omission of the firm EBC was a clerical error and relevant documentation is submitted herein; and c) mislabeled subject lines in subconsultant LOIs are clarified by materials provided in Attachment 3.

In summary, Geosyntec is committed to ensuring full and equitable participation by minority, women, small, emerging, disabled veteran, and other businesses in the provision of all goods and services to the Department of Public Works, Bureau of Sanitation. While previous submissions may not have illustrated the detail and extent of Geosyntec's BIP efforts to the satisfaction of CCU, this transmittal provides clarifying documentation

Mr. Cowitz
April 12, 2013
Page 5

necessary to allow the City to reverse the finding of non-responsiveness and allow for the technical evaluation of the Geosyntec team and its 30 participating team members.

Very truly yours,
GEOSYNTEC CONSULTANTS



Ken J. Susilo, P.E., D.WRE, CPSWQ
Principal and Manager, Los Angeles Branch

- Attachments
1. Ittoukoku International Business Information Report
 2. Documentation of DVBE and EBE Participation for NAICS Codes 562111, 562112, and 562119
 3. Subconsultant Evaluation Protocols, Summary Matrices, and Supporting Documentation
 4. Clarifying Documentation from Selected Subconsultants Regarding LOIs

Copy to: Jeff Dobrowolski, P.E.
Associate, Huntington Beach Branch

Attachment 1

Ittougoku International Business Information Report



Decide with Confidence

ITTOUKOKU INTERNATIONAL

D-U-N-S® 96-727-1250 Single Phone 323 386-0853
1018 Montibello Blvd Apt B,
Montebello, CA 90640

Business Information Report

Purchase Date: 04/08/2013
Last Update Date: 11/18/2011
Attention: Legal

Executive Summary

Company Info

Employees 1
*** Update available on request ***

This information is being provided to you immediately in the interest of speed. This report may not reflect the current status of this business. D&B can investigate this business and update the information based on the results of that investigation.

By ordering a standard investigation the same day you order this report, an updated report will be provided to you at no extra cost.

D&B Rating

D&B Rating

DS

Business Information

Business Summary

SIC 7349
Building maintenance services
NAICS 561720
Janitorial Services

Credit Capacity Summary

D&B Rating

DS

Business History

Officers DAREN LEW, OWNER

As of 11/18/2011

Government Activity Summary

Activity Summary

Public Company N/A
Importer/Exporter N/A

Possible candidate for socioeconomic program consideration

Labor Surplus Area N/A
Women Owned N/A
Minority Owned N/A

The details provided in the Government Activity section are as reported to Dun & Bradstreet by the federal government and other sources.

Operations Data

As of 11/18/2011

Description: Provides building cleaning or maintenance services (100%).

Employees: 1 which includes owner.

Facilities: Occupies premises in building.

Industry Data

SIC

Code Description

NAICS

Code Description



Decide with Confidence

73490000

Building maintenance services, nec

561720

Janitorial Services

Financial Statements

Key Business Ratios (Based on 25 establishments)

D&B has been unable to obtain sufficient financial information from this company to calculate business ratios. Our check of additional outside sources also found no information available on its financial performance. To help you in this instance, ratios for other firms in the same industry are provided below to support your analysis of this business.

	This Business	Industry Median	Industry Quartile
Profitability			
Return on Sales	UN	1.3	UN
Return on Net Worth	UN	6.9	UN
Short Term Solvency			
Current Ratio	UN	1.6	UN
Quick Ratio	UN	1.4	UN
Efficiency			
Assets Sales	UN	39.3	UN
Sales / Net Working Capital	UN	11.2	UN
Utilization			
Total Liabs / Net Worth	UN	88.7	UN

Most Recent Financial Statement

As of 11/18/2011

Indicators

A check of D&B's public records database indicates that no filings were found for ITTOUKOKU INTERNATIONAL, 1018 Montibello Blvd Apt B, Montebello, CA. D&B's extensive database of public record information is updated daily to ensure timely reporting of changes and additions. It includes business-related suits, liens, judgments, bankruptcies, UCC financing statements and business registrations from every state and the District of Columbia, as well as select filing types from Puerto Rico and the U.S. Virgin Islands. D&B collects public records through a combination of court reporters, third parties and direct electronic links with federal and local authorities. Its database of U.S. business-related filings is now the largest of its kind.

Paydex

D&B has not received a sufficient sample of payment experiences to establish a PAYDEX score.

D&B receives nearly 400 million payment experiences each year. We enter these new and updated experiences into D&B Reports as this information is received. At this time, none of those experiences relate to this company.

Payment Summary

The Payment Summary section reflects payment information in D&B's file as of the date of this report.

D&B has not received a sufficient sample of payment experiences to establish a PAYDEX score.

Attachment 2

Documentation of DVBE and EBE Participation for NAICS Codes 562111, 562112, and 562119

Oncall Consultant Services for Bureau of Sanitation's Wastewater, Stormwater, and Solid Resources Programs

Subcontractor Info.

Name : Trans-Global Services
Address : 709 N Hidalgo Avenue
Alhambra, CA, 91801
USA
Phone : 626-423-4871
Fax : 626-872-1358
URL : <http://www.trans-globalservices.com>

This is a copy of the letter that was sent out by the Prime to the Sub for this contract.

Date: March 01, 2012

*Trans-Global Services
709 N Hidalgo Avenue
Alhambra, CA, 91801
USA*

Attention: *Trans-Global Services*

Subject: Oncall Consultant Services for Bureau of Sanitation's Wastewater, Stormwater, and Solid Resources Programs

GeoSyntec Consultants is in the process of preparing a proposal for the above project and is interested in receiving subcontracting proposals for the following item(s):

- 562111 - Solid Waste Collection
- 562112 - Hazardous Waste Collection
- 562119 - Other Waste Collection

A copy of the Oncall Consultant Services for Bureau of Sanitation's Wastewater, Stormwater, and Solid Resources Programs bid specifications and plans are available for review in the office of GeoSyntec Consultants, the City department's plan room, or on the Los Angeles Business Assistance Virtual Network (LA BAVN) website at <http://www.labavn.org/bid.cfm?12922> .

Please send us a quote on any of the above items by e-mailing epierce@geosyntec.com. DO NOT RESPOND TO THIS E-MAIL. Indicate if you are a certified MBE, WBE, SBE, EBE, DVBE or DBE contractor. The bid due date is March 28, 2012. We must receive your proposal no later than March 13, 2012 .

For bond assistance you may contact the City of Los Angeles Bond

Assistance Program at (213) 327-0298.

Very truly yours,

Elizabeth Pierce
GeoSyntec Consultants
Phone: 310-957-6104
Email: epierce@geosyntec.com

Oncall Consultant Services for Bureau of Sanitation's Wastewater, Stormwater, and Solid Resources Programs

Subcontractor Info.

Name : Odic Environmental
Address : 3255 Wilshire BLVD
Unit 1510
Los Angeles, CA, 90010
USA
Phone : 213-380-0090
Fax : 213-380-0505
URL : <http://www.odicenv.com>

This is a copy of the letter that was sent out by the Prime to the Sub for this contract.

Date: March 13, 2012

*Odic Environmental
3255 Wilshire BLVD
Unit 1510
Los Angeles, CA, 90010
USA*

Attention: *Odic Environmental*

Subject: Oncall Consultant Services for Bureau of Sanitation's Wastewater, Stormwater, and Solid Resources Programs

GeoSyntec Consultants is in the process of preparing a proposal for the above project and is interested in receiving subcontracting proposals for the following item(s):

- 541330 - Engineering Services
- 541340 - Drafting Services
- 541380 - Testing Laboratories
- 541611 - Administrative Management and General Management Consulting Services
- 541620 - Environmental Consulting Services
- 541690 - Other Scientific and Technical Consulting Services
- 541990 - All Other Professional, Scientific, and Technical Services
- 562111 - Solid Waste Collection
- 562112 - Hazardous Waste Collection
- 562119 - Other Waste Collection

A copy of the Oncall Consultant Services for Bureau of Sanitation's Wastewater, Stormwater, and Solid Resources Programs bid specifications and plans are available for review in the office of GeoSyntec Consultants, the City department's plan room, or on the Los

Angeles Business Assistance Virtual Network (LA BAVN) website at <http://www.labavn.org/bid.cfm?12922> .

Please send us a quote on any of the above items by e-mailing ebenbrooks@geosyntec.com. DO NOT RESPOND TO THIS E-MAIL. Indicate if you are a certified MBE, WBE, SBE, EBE, DVBE or DBE contractor. The bid due date is March 28, 2012. We must receive your proposal no later than March 19, 2012 .

For bond assistance you may contact the City of Los Angeles Bond Assistance Program at (213) 327-0298.

Very truly yours,

Elizabeth Benbrooks
GeoSyntec Consultants
Phone: 310-957-6100
Email: ebenbrooks@geosyntec.com

Odic Environmental

Environmental Consulting & Site Assessment
3255 Wilshire Blvd. Suite 1510
Los Angeles, CA 90010

888-ODICENV 888-634-2368,
Fax 213-380-0505

April 04, 2013

To: Ken Susilo
Principal & Vice President
Geosyntec Consultants

Re: City of Los Angeles Bureau of Sanitation On-Call RFQ – Waste Collection

Dear Mr. Susilo,

In March 2012, Odic Environmental (Odic) submitted qualifications to Geosyntec for consideration to be included in your submittal to the City of Los Angeles, Bureau of Sanitation to provide on-call services supporting stormwater, wastewater, solid resources, and associated activities. Our letter of interest indicated an interest in supporting primarily stormwater activities, but Odic's intention was to also offer waste collection services under the NAICS codes 562111, 562112, and 562119. The purpose of this memorandum is to clarify this intent.

Sincerely,



Eric Miller
President
Odic Environmental

Attachment 3

Subconsultant Evaluation Process, Summary Matrices, and Supporting Documentation

SUBCONSULTANT EVALUATION PROCESS

The following is a general description of Geosyntec's subconsultant selection process. The intent of the process is to provide qualified MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs with every opportunity for full and equitable participation, specifically to join the Geosyntec Team for work described in the *Request for Qualifications, Pre-Qualified On-Call Consultant List, Planning and Technical Support for the Bureau of Sanitation's Wastewater, Stormwater, and Solid Resources Programs* (RFQ). This process is intended to be fully consistent and compliant with the Department of Public Works Business Inclusion Program (BIP), as described in RFQ Attachment A-08.

1. GEOSYNTEC SUBCONSULTANT EVALUATION MATRICES

Geosyntec's Subconsultant evaluation process requires the development of evaluation matrices for each work area identified in the RFQ as follows:

1. Subconsultant firms are to be categorized by potential work area defined by the North American Industry Classification System (NAICS) codes. Categorization is based on, but not limited to, information provided in the Subconsultant Letters of Interest (LOI) and/or the City of Los Angeles Business Assistance Virtual Network (BAVN).
2. For each identified NAICS code that is relevant to the RFQ, subconsultants are to be evaluated based on a number of factors/criteria, many of which were described in the RFQ as either selection criteria or scope-specific specialties. These factors/criteria include, but are not limited to: knowledge of the quality of the firms' work, location, experience with the Bureau of Sanitation, references, project work in the City of Los Angeles, relevant project work, quality of materials submitted for this solicitation, technical excellence, and scope-specific requirements and as described in the RFQ. NAICS-specific evaluation metrics are described below as Item 2.
3. The relative importance (weighting) of each factor/criteria is to be developed by the Project Manager and is to be used to develop a weighted score for each Subconsultant for each evaluation factor/criteria.
4. For each NAICS code, a threshold/cutoff score is established. This threshold/cutoff is established to be 75% of the total potential score for each NAICS code.
5. Scores addressing each factor/criteria for each subconsultant are to be assessed by a qualified technical professional. On this basis, a weighted score is calculated for each Subconsultant listed under the NAICS code.
6. Those subconsultants scoring above the threshold/cutoff score are to be included as part of the Geosyntec Team.
7. Those subconsultants scoring below the NAICS-specific threshold/cutoff score, but that satisfy selection criteria under other NAICS codes, are to be included as part of the Geosyntec Team.
8. Those subconsultants scoring below the threshold/cutoff score who offer unique services, or for other reasons are deemed key team members, are to be included as part of the Geosyntec Team.
9. Remaining consultants are to be assessed again for potential inclusion, and if they are deemed not to meet minimum requirements, an explanation for non-selection is required. Explanations are to include, at a minimum, 1) a summary of the specific or combination of reasons (i.e., weight of evidence) for non-selection, and 2) a company-specific and/or submittal-specific discussion of areas of weakness.

2. NAICS CODES AND SPECIFIC EVALUATION METRICS:

The following describes the NAICS Codes and descriptions, as well as scope-specific subcategories for which firms should be evaluated. These subcategories are to be added to the evaluation matrix as separate columns. Non-selected firms require additional discussion in a notes section.

541330 - Engineering Services

This industry comprises establishments primarily engaged in applying physical laws and principles of engineering in the design, development, and utilization of machines, materials, instruments, structures, processes, and systems. The assignments undertaken by these establishments may involve any of the following activities: provision of advice, preparation of feasibility studies, preparation of preliminary and final plans and designs, provision of technical services during the construction or installation phase, inspection and evaluation of engineering projects, and related services.

1. Wastewater Treatment, Collection System, and Biosolids Engineering Services
2. Landfill and Solid Resources Engineering Services
3. Stormwater Engineering Services
4. Services relating to System Enhancement, Upgrades, Pilot Projects

541340 - Drafting Services

This industry comprises establishments primarily engaged in drawing detailed layouts, plans, and illustrations of buildings, structures, systems, or components from engineering and architectural specifications.

1. Wastewater Treatment, Collection System, and Biosolids Drafting Services
2. Landfill and Solid Resources Drafting Services
3. Stormwater Drafting Services
4. Services relating to System Enhancement, Upgrades, Pilot Projects

541380 - Testing Laboratories

This industry comprises establishments primarily engaged in performing physical, chemical, and other analytical testing services, such as acoustics or vibration testing, assaying, biological testing (except medical and veterinary), calibration testing, electrical and electronic testing, geotechnical testing, mechanical testing, nondestructive testing, or thermal testing. The testing may occur in a laboratory or on-site.

1. Wastewater Treatment, Collection System, and Biosolids Testing Services
2. Landfill and Solid Resources Testing Services
3. Stormwater Testing Services
4. Services relating to System Enhancement, Upgrades, Pilot Projects

541611 - Administrative Management and General Management Consulting Services

This U.S. industry comprises establishments primarily engaged in providing operating advice and assistance to businesses and other organizations on administrative management issues, such as financial planning and budgeting, equity and asset management, records management, office planning, strategic and organizational planning, site selection, new business startup, and business process improvement. This industry also includes establishments of general management consultants that provide a full range of administrative; human resource; marketing; process, physical distribution, and logistics; or other management consulting services to clients.

1. Financial Revenue and Bond Programs
2. Strategic Planning/Safety and Training
3. Information Technology Services
4. Public Outreach/Education Program

541620 - Environmental Consulting Services

This industry comprises establishments primarily engaged in providing advice and assistance to businesses and other organizations on environmental issues, such as the control of environmental contamination from pollutants, toxic substances, and hazardous materials. These establishments identify problems (e.g., inspect buildings for hazardous materials), measure and evaluate risks, and recommend solutions. They employ a multi-disciplined staff of scientists, engineers, and other technicians with expertise in areas, such as air and water quality, asbestos contamination, remediation, and environmental law. Establishments providing sanitation or site remediation consulting services are included in this industry.

1. Wastewater Treatment, Collection System, and Biosolids Environmental Services
2. Landfill and Solid Resources Environmental Services
3. Stormwater Environmental Services
4. Climate Change related issues

541690 - Other Scientific and Technical Consulting Services

This industry comprises establishments primarily engaged in providing advice and assistance to businesses and other organizations on scientific and technical issues (except environmental).

1. Technical Consulting for Wastewater, Biosolids , Solid Resources, and Stormwater
2. Quality Assurance/Value Assessment
3. Climate Change Related Issues
4. Services relating to System Enhancement, Upgrades, Pilot Projects

541990 - All Other Professional, Scientific, and Technical Services

This industry comprises establishments primarily engaged in the provision of professional, scientific, or technical services (except legal services; accounting, tax preparation, bookkeeping, and related services; architectural, engineering, and related services; specialized design services; computer systems design and related services; management, scientific, and technical consulting services; scientific research and development services; advertising, public relations and related services; market research and public opinion polling; photographic services; translation and interpretation services; and veterinary services).

1. Wastewater Treatment, Collection System, and Biosolids Other Technical Services
2. Services relating to System Enhancement, Upgrades, Pilot Projects
3. Public Outreach/Education Program
4. Financial Revenue and Bond Programs

562111 - Solid Waste Collection

This U.S. industry comprises establishments primarily engaged in one or more of the following: (1) collecting and/or hauling nonhazardous solid waste (i.e., garbage) within a local area; (2) operating nonhazardous solid waste transfer stations; and (3) collecting and/or hauling mixed recyclable materials within a local area.

1. Collecting and hauling of nonhazardous materials (garbage)
2. Operation of waste transfer stations
3. Collecting and hauling of recyclable materials

562112 - Hazardous Waste Collection

This U.S. industry comprises establishments primarily engaged in collecting and/or hauling hazardous waste within a local area and/or operating hazardous waste transfer stations. Hazardous waste collection establishments may be responsible for the identification, treatment, packaging, and labeling of waste for the purposes of transport.

1. Collecting and hauling of hazardous materials
2. Operation of waste transfer stations
3. Preparation of hazardous materials for transport

562119 - Other Waste Collection

This U.S. industry comprises establishments primarily engaged in collecting and/or hauling waste (except nonhazardous solid waste and hazardous waste) within a local area. Establishments engaged in brush or rubble removal services are included in this industry.

1. Collecting and hauling of other waste such as brush and rubble

NAICS CODE 541330 - ENGINEERING SERVICES

281.25

CUTOFF

Scores 5 = highest; 0 = lowest

Firm Name	Declined to Participate/Not responsive	First hand knowledge of firm's work	Location (City of L.A., LA County, So Cal, etc)	Experience with BOS	References	Project Work in Los Angeles	Relevant Project Work to BOS Scope	Quality of Submitted Materials	Technical Excellence	Wastewater Treatment, Collection System, & Biosolids Engineering Services	Landfill & Solid Resources Engineering Services	Stormwater Engineering Services	Services Relating to System Enhancement, Upgrades, Pilot Projects	WEIGHTED SCORE	Comments	Results
Relative importance/Weighting (1-5) - DO NOT CHANGE ANY GRAY CELLS																
CDM Smith Inc.	Grounds for Removal from List	5	4	5	4	4	5	3	5	5	5	5	5	375	Wide range of relevant engineering experience in scope areas and with LA/BOS First hand experience with their high quality work product (have teamed with them)	Y
HDR Engineering, Inc.		5	5	5	5	5	5	5	5	5	1	5	3	315	Extensive and varied project list including work with BOS First hand experience with their high quality work product (have teamed with them)	Y
RMC Water And Environment		5	4	5	5	5	5	5	5	5	1	5	3	311	Extensive stormwater and wastewater work within LA County First hand experience with their high quality work product (have teamed with them)	Y
E2 Consulting Engineers, Inc.		5	2	5	5	5	5	5	5	5	1	5	3	303	Extensive and relevant experience including directly with BOS First hand experience of high quality work product	Y
Flow Science		5	4	4	5	5	5	4	5	5	1	5	3	303	Extensive and relevant experience First hand experience of high quality work product Extensive and varied project list	Y
Hezen & Sawyer, P.C.		5	5	4	5	3	5	5	5	5	1	5	3	302	First hand experience with their high quality work product (have teamed with them) Extensive and relevant experience including directly with BOS	Y
Century Diversified Inc.		5	5	5	5	6	5	3	3	5	5	1	3	299	First hand experience of high quality work product Excellent project experience in value engineering particularly with the City of LA	Y
Value Management Institute		5	3	5	5	5	5	2	4	5	1	5	3	293	Selected this firm for qualifications in NAICS code 541340. Extensive and varied project list for Biosolids and Stormwater	Y
MARRS		3	3	5	3	5	5	5	5	5	1	5	3	289	Extensive and varied project list for Biosolids and Stormwater First hand experience with their high quality work product (have teamed with them)	Y
Carollo Engineers		5	4	5	3	5	5	5	5	5	1	5	1	283	This company fills specific needs (stormwater engineering services; system enhancement, upgrades, pilot projects) under NAICS code 541330 and was selected for this reason. Extensive and varied project experience in stormwater engineering, including experience with BOS First hand experience with their high quality work product (have teamed with them)	Y**
California Watershed Engineering		5	3	5	5	5	5	4	4	1	1	5	5	279	Experience with City BOS not directly relevant with respect to RFC scope and NAICS codes Hydraulic focus-- a specific niche that does not encompass the breadth of needs of this NAICS code.	N
Northwest Hydraulic Consultants		5	4	4	5	5	4	4	4	4	3	4	1	273	SCS provides specialized engineering (consulting) services for the solid resources program. These specialized engineering services include landfill gas-related and greenhouse gas-related technical services that are deemed essential for providing a full complement of engineering services for the solid resources program. This company fills specific needs (wastewater treatment collection system and biosolids engineering services; stormwater engineering services) under NAICS code 541330 and was selected for this reason.	Y**
SCS Engineers		5	4	4	4	4	5	5	5	1	5	1	1	238	Selected this firm for qualifications in NAICS code 541611. Selected this firm due to their qualifications for NAICS code 541380.	Y**
Watearth		4	3	1	5	1	4	4	5	5	1	5	1	238		Y**
Harris & Company		5	5	4	5	5	5	5	5	1	1	1	1	210		Y**
Nautlus Environmental		5	3	3	5	5	5	5	5	1	1	1	1	197		Y**

NAICS CODE 541330 - ENGINEERING SERVICES

233.25

CUTOFF

Scores 5 = Highest, 0 = lowest

Relative Importance Weighting (1-5) - DO NOT CHANGE ANY GRAY CELLS	Declined to Participate/Non-responsive	First hand knowledge of firm's work	Location (City of LA, LA County, So Cal, etc.)	Experience with BOS	References	Project Work in Los Angeles	Relevant Project Work to BOS Scope	Quality of Submitted Materials	Technical Excellence	Wastewater Treatment, Collection System, & Biosolids Engineering Services	Landfill & Solid Resources Engineering Services	Stormwater Engineering Services	Services Relating to System Enhancements, Upgrades, Pilot Projects	Comments	Results
		5	4	5	4	4	5	3	5	10	10	10	10	Geosyntec is unfamiliar with the quality of work done by this company. No experience with BOS or in projects in the City of LA. Project experience not outstanding.	N
Diaz Yourman & Associates		2	3	1	3	1	4	3	3	3	2	3	3	Geosyntec is unfamiliar with the quality of this company's work. Uncertainty in the technical capabilities and performance of Project Partners.	N
Project Partners		1	3	4	2	5	3	2	2	3	2	2	3	We have no knowledge of their work product nor do we know them to have a reputation for technical excellence, and no references were included with their qualifications to speak to their previously performed work.	N
Project Line		1	3	2	5	5	5	2	3	3	1	3	1	Qualification materials were not of professional quality	N
M2-Resource Consulting		4	2	1	4	5	3	3	3	1	1	2	3	Water resources and hydrogeology focus not specific to stormwater and wastewater. No experience with BOS.	N
B.P. Engineers		1	2	3	3	2	5	3	4	4	1	1	1	Located in Northern California No project experience with BOS or within LA County. We have no knowledge of their work product nor do we know them to have a reputation for technical excellence, and no references were included with their qualifications to speak to their previously performed work	N
MLM & Associates Engineering, Inc.		1	3	1	3	2	4	4	3	3	1	3	1	We have no knowledge of their work product nor do we know them to have a reputation for technical excellence, and no references were included with their qualifications to speak to their previously performed work. Mentions work performed in Los Angeles area but provides no details on specific projects	N
Project Delivery Analysts, LLC		1	4	1	1	4	5	2	2	3	1	3	1	We have no knowledge of their work product nor do we know them to have a reputation for technical excellence, and no references were included with their qualifications to speak to their previously performed work. Qualification materials were not of professional quality	N
CarchoTec		1	3	1	3	1	4	4	3	1	1	5	1	Lack of local work experience/established working relationships with LA City staff/experience with local issues Does not provide service in critical need areas We have no knowledge of their work product nor do we know them to have a reputation for technical excellence, and no references were included with their qualifications to speak to their previously performed work	N
GCM Consulting		1	2	1	1	5	3	2	2	3	1	3	1	Letter of interest did not state an ability to perform engineering/design services Neither of the staff for whom resumes were provided were engineers, one had no experience with water or landfill related projects.	N
Kinnetic Laboratories, Inc.		2	4	1	3	5	5	3	3	1	1	1	1	Limited experience with the City for services required by this NAICS code. This firm provides laboratory analysis services. It has no experience providing drafting services	N

NAICS CODE 541330 - ENGINEERING SERVICES

Scores 5 = highest; 0 = lowest

Relative Importance/Weighting (1-5) - DO NOT CHANGE ANY GRAY CELLS	Declined to Participate/Non-responsive	First hand knowledge of firm's work	Location (City of LA, LA County, So Cal etc)	Experience with BOS	References	Project Work in Los Angeles	Relevant Project Work to BOS Scope	Quality of Submitted Materials	Technical Excellence	Wastewater Treatment, Collection System, & Biosolids Engineering Services	Landfill & Solid Resources Engineering Services	Stormwater Engineering Services	Services Relating to System Enhancements, Upgrades, Pilot Projects	WEIGHTED SCORE	Comments	Results
		5	4	5	4	4	5	3	5	10	10	10	10			
		1	3	1	1	1	2	4	3	3	1	3	1	147		N
		1	1	1	3	1	2	4	3	3	1	1	1	127		N
		1	4	2	3	1	2	2	3	1	1	1	1	118		N
		1	3	1	3	1	3	1	2	1	1	1	1	106		N
		1	1	1	3	1	3	3	2	1	1	1	1	104		N
	X													0	Firm was solicited through BAVN. Firm declined to participate.	N
	X													0	Firm was solicited through BAVN. Firm did not respond to invitation to register or bid.	N
	X													0	Firm was not registered in BAVN. Firm did not respond to invitation to register or bid.	N

*see comments for overriding consideration; selected on basis of unique qualification or need

** selected for inclusion based on qualifications in other NAICS codes

NAICS CODE 541340 - DRAFTING SERVICES

281.25

CUTOFF

Scores 5 = highest; 0 = lowest

Relative Importance (Weighting 1-5) - DO NOT CHANGE ANY GRAY CELLS	Declined to Participate/non-responsive	First hand knowledge of firm's work	Location (City of LA, LA County, So Cal, etc.)	Experience with BOS	References	Project Work in Los Angeles	Relevant Project Work to BOS Scope	Quality of Submitted Materials	Technical Excellence	Wastewater Treatment, Collection System, and Biosolids Drafting Services	Landfill and Solid Resources Drafting Services	Stormwater Drafting Services	Services relating to System Enhancement, Upgrades, Pilot Projects	WEIGHTED SCORE	Comments	Results
	Gravities for Removal from list	5	4	5	4	4	5	3	5	10	10	10	10			
MLM & Associates Engineering, Inc.		1	3	1	3	2	4	2	3	1	1	3	1	143	We have no knowledge of their work product nor do we know them to have a reputation for technical excellence, and no references were included with their qualifications to speak to their previously performed work. Mentions work performed in Los Angeles area but provides no details on specific projects	N
CardioTec		1	3	1	3	1	4	4	3	1	1	1	1	125	No mention of CAD skills/experience in SOQ, resumes or projects	N
Advanced Technology Laboratories		1	4	2	3	1	2	2	3	1	1	1	1	118	This firm provides laboratory analysis services. It has no experience providing drafting services	N
GCM		1	2	1	1	5	3	2	2	1	1	1	1	113	Letter of interest did not state a desirability to perform drafting services services Plan drafting experience is unrelated to SOW Neither of the staff for whom resumes were provided were engineers, one had no experience with water or landfill related projects.	N
AESCO		1	3	1	3	1	3	3	2	1	1	1	1	112	This firm provides laboratory analysis services. It has no experience providing drafting services.	N
NCS		1	3	1	3	1	2	3	3	1	1	1	1	112	We have no knowledge of their work product nor do we know them to have a reputation for technical excellence, and no references were included with their qualifications to speak to their previously performed work. Majority of the experience of the proposed staff in out of state	N
Associated Laboratories		1	3	1	3	1	3	1	2	1	1	1	1	106	This firm provides laboratory analysis services. It has no experience providing drafting services.	N

*see comments for overriding consideration, selected on basis of unique qualification or need
** selected for inclusion based on qualifications in other NAICS codes

NAICS CODE 541380 - TESTING LABORATORIES

281.25

CUTOFF

Scores 5 = highest, 0 = lowest

	Declined to Participate/Non-responsive	First-hand Knowledge of Firm's work	Location (City of LA, LA County, So Cal, etc.)	Experience with BOS	References	Project Work in Los Angeles	Relevant Project Work to BOS Scope	Quality of Submitted Materials	Technical Excellence	Wastewater Treatment, Collection System, & Biosolids Testing Services	Landfill & Solid Resources Testing Services	Stormwater Testing Services	Services relating to System Enhancement, Upgrades, Pilot Projects	Comments	Result
Relative Importance/Weighting (1-5) - DO NOT CHANGE ANY GRAY CELLS		5	4	5	4	4	5	3	5	10	10	10	10	WEIGHTED SCORE	
AESCO		1	3	1	3	1	3	3	2	1	4	1	1	142	N
Project Delivery Analysts LLC		1	4	1	3	4	5	2	2	1	1	1	1	135	N
CardnoTec		1	3	1	3	1	4	4	3	1	1	1	1	125	N
M.M. & Associates Engineering, Inc.		1	3	1	3	2	4	2	3	1	1	1	1	123	N
GCM		1	2	1	1	5	3	2	2	1	1	1	1	113	N
Associated Laboratories		1	3	1	3	1	3	1	2	1	1	1	1	106	N

*see comments for overriding consideration; selected on basis of unique qualification or need

** selected for inclusion based on qualifications in other NAICS codes

NAICS CODE 541811 - ADMINISTRATIVE MANAGEMENT AND GENERAL MANAGEMENT CONSULTING SERVICES

281.25

CUTOFF

Scores 5 = highest; 0 = lowest

Relative Importance/Weighting (1-5) - DO NOT CHANGE ANY GRAY CELLS	Declined to Participate/Non-responsive	Grounds for Removal from List	First hand knowledge of firm's work	Location (City of LA, LA County, So Cal, etc)	Experience with BOS	References	Project Work in Los Angeles	Relevant Project Work to BOS Scope	Quality of Submitted Materials	Technical Excellence	Financial Revenue and Bond Programs	Strategic Planning / Safety and Training	Information Technology Services	Public Outreach/Education Program	WEIGHTED SCORE	Result	Comments
			2	5	2	4	5	4	5	5	2	5	5	5	306	Y	Located within Los Angeles with extensive, relevant work in the City. Staff experienced in relevant areas of expertise. Well organized application speaks to their skills in this category.
			5	5	5	5	5	5	5	5	1	5	1	4	285	Y	Firm selected due to their qualifications for NAICS code for 541330.
			3	3	5	3	6	5	5	4	5	4	1	4	284	Y	Financial revenue and bond program experience in Southern California. Fills unique need. Previous experience with BOS and with the City and County of Los Angeles.
			5	5	4	6	6	5	5	5	2	3	1	5	280	Y*	This firm fills a specific need (public outreach/education program) for NAICS code 541811 and was selected because of this. Geosyntec is familiar with this firm and the quality of their work in the field of public outreach. Located in Los Angeles with several previous projects in Los Angeles and experience with BOS. High quality of submitted materials and supporting information.
			5	4	5	3	5	5	5	5	6	3	1	2	273	Y**	Firm selected due to their qualifications for NAICS code for 541330.
			3	3	6	3	5	5	5	5	2	4	3	3	269	Y**	Firm selected due to their qualifications for NAICS code for 541340.
			5	5	5	5	5	5	5	5	1	3	1	4	265	Y**	Firm selected due to their qualifications for NAICS code for 541330.
			5	3	5	5	5	5	4	4	1	3	1	2	229	Y**	Firm selected due to their qualifications for NAICS code 541330. Geosyntec is unfamiliar with the quality of this firm's work.
			1	5	5	2	5	5	2	2	1	4	2	4	229	N	Lacking strong presentation in their SOQ. SOQ does not showcase breadth of services necessary for this NAICS code.
			5	4	4	4	5	5	5	5	1	2	1	2	222	Y**	Firm selected due to their qualifications for NAICS code for 541330.
			5	5	5	5	5	5	3	3	1	2	1	1	209	Y**	Firm selected due to their qualifications for NAICS code for 541330.
			4	2	1	4	5	3	3	3	2	3	1	3	188	N	Not particularly strong in any one category related to NAICS code 541811. No previous work with BOS. Not located in Los Angeles. Unfamiliar with the company's work.
			1	4	5	3	2	3	2	2	4	2	1	3	187	N	ETR's SOQ left a sense of average performance and did not appear particularly strong in any one subject area. Past performances do not reflect proficiency in the specific needs of this NAICS code.
			5	3	3	5	5	5	5	5	1	1	1	1	187	Y**	Firm selected due to their qualifications for NAICS code for 541380.
			5	4	4	5	5	4	4	4	1	1	1	1	193	N	Experience with City BOS not directly relevant with respect to RFO scope and NAICS codes. NHC's area of expertise in hydraulic analysis services do not fall within the categories of this NAICS code.
			1	5	3	3	4	5	2	2	2	3	1	1	179	N	Cannot attest to claims of excellence in their areas of expertise. Unfamiliar with company's work. Submitted materials not supportive enough for further consideration of qualifications.

NAICS CODE 541611 - ADMINISTRATIVE MANAGEMENT AND GENERAL MANAGEMENT CONSULTING SERVICES

Scores 5 = highest; 0 = lowest

Relative Importance/Weighting (1-5) - DO NOT CHANGE ANY GRAY CELLS	Decided to Participate/Non-responsive	First hand knowledge of firm's work	Location (City of LA, LA County, So Cal, etc.)	Experience with BOS	References	Project Work in Los Angeles	Relevant Project Work in BOS Scope	Quality of Submitted Materials	Technical Excellence	Financial Revenue and Bond Programs	Strategic Planning, Safety and Training	Information Technology Services	Public Outreach/Education Program	WEIGHTED SCORE	Comments	Result	CUTOFF
		5	4	5	4	4	5	3	5	10	10	10	10				
		1	3	4	2	6	3	2	2	1	3	1	2	166	Geosyntec is unfamiliar with this firm's work. Based on their SOQ, Project Partner does not demonstrate strengths within this NAICS code for their specialization in temporary engineering, construction management, and support resource services.	N	
		1	4	1	3	4	5	2	2	1	3	1	1	155	PDA does not demonstrate that their construction service expertise falls within the categories of this NAICS code. Unfamiliar with the firm's work. Mentioned no previous experience with BOS.	N	
		1	3	1	3	2	4	2	3	1	2	1	2	143	Insufficient support in the SOQ to bolster their claims of providing safety and training and public outreach and education. Geosyntec is unfamiliar with this company. Limited previous work in Los Angeles.	N	
		1	4	1	2	3	2	4	3	1	1	3	1	143	WZDV's experience and qualifications as a civil engineering firm do not support the needs of this NAICS code. Unfamiliar with this company's work product. No experience with BOS.	N	
		1	5	1	3	1	3	2	1	2	2	1	1	132	Lack of information showcasing their capabilities in support of this NAICS code. No previous experience with BOS or with projects in the City of LA. Geosyntec is unfamiliar with this firm and the quality of their work.	N	
		1	3	1	3	1	2	3	3	1	3	1	1	132	No previous experience with BOS. Limited projects in City of LA. Geosyntec has little knowledge of the quality of work output by this company. NCS' areas of expertise (engineering, permitting, modeling, master planning) do not fall within the categories of this NAICS code.	N	
		1	3	1	3	1	4	4	3	1	1	1	1	125	Support provided by CardnoTec on representative PDs does not fulfill the needs of this category. Lacking sufficient work within LA and experience with BOS.	N	
		1	3	1	1	1	3	1	2	1	1	3	1	118	Vague sample project descriptions do not help support their success in previous work. Lacking previous experience working in City of LA and with BOS. Lacking support for their quality of work and achievements as an IT company, despite listing several customers and sample projects. Do not fulfill several needs of this NAICS code. Unfamiliar with company's work. Located in Martinez, CA.	N	
		1	1	1	3	1	2	4	3	1	2	1	1	117	Provided materials do not show adequate proficiency needed for this category. No prior experience with BOS and lacking project work in City of LA.	N	
		1	3	1	3	1	3	3	2	1	1	1	.1		Experience in management consulting services is lacking based on the related projects provided. Cannot attest to quality of firm's work. Lacking sufficient project work in LA and with BOS. Located in Orange and San Bernardino Counties.	N	
														112	Firm was solicited through BAYN. Firm declined to participate.	N	
														0	Firm was not registered in BAYN. Firm did not respond to invitation to register or bid.	N	
														0		N	

NAICS CODE 541611 - ADMINISTRATIVE MANAGEMENT AND GENERAL MANAGEMENT CONSULTING SERVICES

Scores: 5 = highest; 0 = lowest											281.25	CUTOFF
Declined to Participate/Non-responsive	Location (City of CA, LA County, So Cal etc.)	Experience with BDS	References	Project Work in Los Angeles	Relevant Project Work to BDS Scope	Quality of Submitted Materials	Technical Excellence	Financial Revenue and Bond Programs	Strategic Planning / Safety and Training	Information Technology Services	Public Outreach / Education Program	Comments
Relative Importance/Weighting (1-5) - DO NOT CHANGE ANY GRAY CELLS	First hand knowledge of firm's work	4	4	4	5	3	5	10	10	10	10	WEIGHTED SCORE
Grounds for Removal from List	5	5	4	4	5	3	5	10	10	10	10	0
X												Firm was solicited through BAVN. Firm did not respond to invitation to register or bid.
Slobbery Ebashank Consulting												Result
												0
												N

** see comments for overriding consideration; selected on basis of unique qualification or need ** selected for inclusion based on qualifications in gthel NAICS codes

NAICS CODE 541620 - ENVIRONMENTAL CONSULTING SERVICES

281.25

CUTOFF

Scores 5 = highest; 0 = lowest

Relative importance/Weighting (1-5) - DO NOT CHANGE ANY GRAY CELLS	Declined to Participate/ Non-responsive	First hand knowledge of firm's work	Location (City of LA, LA County, So. Cal. etc.)	Experience with BOS Environmental	References	Project Work in Los Angeles	Relevant Work to BOS Scope	Quality of Submitted Materials	Technical Excellence	Wastewater Treatment, Collection System, & Biosolids Environmental Svcs.	Landfill and Solid Resources Environmental Services	Stormwater Environmental Services	Climate Change related issues	WEIGHTED SCORE	Comments	Result
	Grounds for Removal from list	5	4	5	4	4	5	3	5	10	10	10	10			
HDR Engineering, Inc.		5	5	5	5	5	5	5	5	5	5	5	2	345	Selected this firm for qualifications in NAICS code 541330.	Y
Canollo Engineers		5	4	5	3	5	5	5	5	5	2	4	5	323	Selected this firm for qualifications in NAICS code 541330.	Y
CDM Smith Inc.		5	5	5	5	5	5	5	5	5	3	4	1	305	Selected this firm for qualifications in NAICS code 541330.	Y
Bonterra Consulting, Inc.		5	4	3	5	5	5	5	4	5	3	5	1	296	This firm fills a specific need for stormwater environmental services and wastewater treatment, collection system, and biosolids under this NAICS code. Wide range of relevant environmental consulting experience in scope areas and with LA/BOS	Y
Council For Watershed Health		5	5	5	5	5	5	5	5	1	1	5	5	295	First hand experience with their high quality work product, good working relationship	Y
Larry Walker Associates, Inc.		5	5	5	5	5	5	5	5	5	1	5	1	295	This firm fills a specific need (stormwater environmental services) under this NAICS code.	Y
RMC Water And Environment		5	4	5	5	5	5	5	5	5	2	4	1	291	Selected this firm for qualifications in NAICS code 541330.	Y
MARRS		3	3	5	3	5	5	5	5	5	3	5	1	289	Selected this firm for qualifications in NAICS code 541340.	Y
SCS Engineers		5	4	4	4	4	5	5	5	4	5	3	1	288	Selected this firm for qualifications in NAICS code 541330.	Y
Nautilus Environmental		5	3	3	5	5	5	5	5	5	1	5	1	277	Selected this firm for qualifications in NAICS code 541380.	Y**
HF&H Consultants		3	3	5	3	5	5	5	4	4	4	3	1	264	Selected this firm for qualifications in NAICS code 541611.	Y**
Flow Science		5	4	4	5	5	5	4	5	3	2	4	1	263	Selected this firm for qualifications in NAICS code 541330.	Y**
California Watershed Engineering Corp.		5	3	5	5	5	5	4	4	1	1	5	1	239	Selected this firm for qualifications in NAICS code 541330.	Y**
ODIC Environmental		5	5	1	4	4	4	4	4	5	1	3	1	234	Firm brings unique service to the table: UST/AIST and Industrial Wastewater Treatment System (i.e. Clarifier) Removal/Installation & Closure	Y*
Northwest Hydraulic Consultants		5	4	4	5	5	4	4	4	2	1	3	1	223	Experience with City BOS not directly relevant with respect to RFQ scope and NAICS codes hydraulic focus-- a specific niche that does not encompass the breadth of needs of this NAICS code.	N
Project Line		1	3	2	5	5	5	2	3	4	1	4	1	213	More of an engineering firm than environmental consultants.	N
Harris & Company		5	5	4	5	5	5	5	5	1	1	1	1	210	Selected this firm for qualifications in NAICS code 541611.	Y**
M2 Resource Consulting		4	2	1	4	5	3	3	3	1	1	4	4	208	Location is unclear. No experience with BOS, but experience with LADWP Start-up, optimization, energy management, and operation of wastewater, biosolids, and water facilities. LA County. No LA project experience (but individuals in the firm have LA experience)	N
BLP Engineers		1	3	3	3	2	5	3	4	4	1	4	1	206		N
Project Partners		1	3	4	2	5	3	2	2	4	3	3	1	206	Staff augmentation firm	N

NAICS CODE 541620 - ENVIRONMENTAL CONSULTING SERVICES

281.25

CUTOFF

Scores 5 = highest; 0 = lowest

Relative Importance/Weighting (1-5) - DO NOT CHANGE ANY GRAY CELLS	Declined to Participate Non-responsive	First hand knowledge of firm's work	Location (City of LA, LA County, So Cal, etc.)	Experience with BOS	References	Project Work in Los Angeles	Relevant Project Work to BOS Scope	Quality of Submitted Materials	Technical Excellence	Wastewater Treatment, Collection System, & Biosolids Environmental Svcs	Landfill and Solid Resources Environmental Services	Stormwater Environmental Services	Climate Change related issues	WEIGHTED SCORE	Comments	Result
NCS		1	3	1	3	1	2	3	3	4	1	1	1	142	No City of LA experience or previous project work in City of LA. Insufficient qualifications for this NAICS code.	N
ETR - Engineering & Technical Resources		1	4	5	3	2	3	2	2	1	1	1	1	137	Their expertise in Operational and Maintenance Support Services including but not limited to, technical writing, administrative and document control support for the Wastewater, Biosolids, Stormwater, and Solid Resources Programs does not adequately fit the needs of this NAICS code.	N
Environmental Data Management		1	4	1	1	1	3	1	2	1	1	4	1	132	Project experience is vague (does not provide references, does not mention clients for the most part) and does not demonstrate clear experience working with municipal sanitation districts and City of Los Angeles agencies. Much of the project experience is irrelevant to the scope of work. Located in Portlana	N
Executive Business Consultants		1	3	1	3	1	3	1	2	1	1	1	1	106	Vast majority of client base is not municipal water agencies, but rather industrial or commercial clients. LOI expressed interest in performing work for other NAICS codes. Did not provide qualifications for this NAICS code.	N
Erfer & Kainoski	X													0	Firm was solicited through BAVN. Firm did not respond to invitation to register or bid.	N
Sjoberg Ebashank Consulting	X													0	Firm was solicited through BAVN. Firm did not respond to invitation to register or bid.	N

**see comments for overriding consideration; selected on basis of unique qualification or need ** selected for inclusion based on qualifications in other NAICS codes

NAICS CODE 541620 - ENVIRONMENTAL CONSULTING SERVICES

251.25

CUTOFF

Scores 5 = highest, 0 = lowest

Relative Importance Weighing (1-5): DO NOT CHANGE ANY GRAY CELLS	Declined to Participate/ Non-responsive	First hand knowledge of firm's work	Location (City of LA, LA County, So Cal, etc.)	Experience with BOS	References	Project Work in Los Angeles	Relevant Project Work to BOS Scope	Quality of Submitted Materials	Technical Excellence	Wastewater Treatment, Collection System, & Biosolids Environmental Svcs	Landfill and Solid Resources Environmental Services	Stormwater Environmental Services	Climate Change related issues	WEIGHTED SCORE	Comments	Result
Century Diversified Inc.		5	5	5	5	5	5	3	3	1	1	1	1	199	Selected this firm for qualifications in NAICS code 541330.	Y**
Diaz Yourman & Associates		2	3	1	3	1	4	3	3	4	1	4	1	187	Geotechnical investigations is their expertise, which does not fulfill the breadth of experience needed for this NAICS code. Not local (SoCal), no work with City of LA. Limited experience with the City for services required by this NAICS code.	N
Kinetic Laboratories, Inc.		2	4	1	3	5	5	3	3	1	1	4	1	182	No experience with BOS. Do not have the expertise to fulfill the needs of this NAICS code, though some capability with stormwater monitoring shown.	N
Cambrisa Solutions, Inc.		2	5	2	4	5	4	5	5	1	1	1	1	176	Selected this firm for qualifications in NAICS code 541611.	Y**
Dabni		1	1	1	3	1	2	4	3	4	1	4	1	167	Firm profile describes a specialty in healthcare clients rather than wastewater/stormwater/solid waste clients. Located in Northern California. The one project offered to demonstrate experience is for construction auditing, and therefore does not demonstrate experience relevant to this service area	N
The Creative Solution		1	5	5	2	5	5	2	2	1	1	1	1	159	Did not express interest in performing work under this NAICS code and provided no supporting qualifications for this service area.	N
Environmental Engineering & Contracting, Inc.		1	3	1	3	1	4	1	3	4	1	1	1	146	Not local (SoCal). No project experience with the City of LA. No familiarity with their work, not aware of reputation for quality work product.	N
CardnoTec		1	3	1	3	1	4	4	3	1	1	4	1	155	(only LA project is with flood control). Offer a wide variety of stormwater related services.	N
Project Delivery Analysts, LLC		1	4	1	3	4	5	2	2	2	1	2	1	155	Did not express interest in performing work under this NAICS code and provided no supporting qualifications for this service area.	N
M/LM & Associates Engineering, Inc.		1	3	1	3	2	4	2	3	2	2	2	1	153	Project experience is vague and does not mention specific clients or projects. Capabilities and accomplishments are not convincingly demonstrated. Previous clients appear to be industrial and commercial and therefore their ability to serve a municipal client is uncertain.	N
AESCO		1	3	1	3	1	3	3	2	2	4	1	1	152	AESCO performs materials testing, construction materials inspection, geotech investigations, and environmental site assessments (Phase I and II). Not local (SoCal), no experience with BOS, but experience with LADWP	N
ABCS		1	5	3	3	4	5	2	2	1	1	1	1	149	Did not express interest in performing work under this NAICS code and provided no supporting qualifications for this service area.	N

NAICS CODE 541690 - OTHER SCIENTIFIC AND TECHNICAL CONSULTING SERVICES

Scores 5 = highest; 0 = lowest

Relative Importance Weighting (1-5); DO NOT CHANGE ANY GRAY CELLS	Declined to Participate/Non-responsive	First hand knowledge of firm's work	Location (City of LA, LA County, So Cal, etc.)	Experience with BOS	References	Project Work in Los Angeles	Relevant Project Work to BOS Scope	Quality of Submitted Materials	Technical Excellence	Consisting for Wastewater Biosolids Solid Resouces, & Stormwater	Quality Assurance/ Value Assessment	Climate Change Related Issues	Services relating to System Enhancement, Upgrades, Pilot Projects	WEIGHTED SCORE	Comments	Result	CUTOFF
	Grounds for Removal from List	5	4	5	4	4	5	3	5	10	10	10	10				
		5	5	5	5	5	5	5	5	5	4	3	4	335	Firm selected due to their qualifications for NAICS code 541620.	Y	
		5	6	6	6	5	5	5	5	5	3	1	4	305	Firm selected due to their qualifications for NAICS code 541330.	Y	
		5	4	4	5	5	5	4	5	5	3	3	3	303	Firm selected due to their qualifications for NAICS code 541330.	Y	
		5	4	5	3	5	5	5	5	5	3	1	4	293	Firm selected due to their qualifications for NAICS code 541330.	Y	
		5	3	5	6	5	5	4	4	5	2	1	4	279	Firm selected due to their qualifications for NAICS code 541330.	Y**	
		5	5	5	5	5	5	3	3	5	2	1	4	279	Firm selected due to their qualifications for NAICS code 541330.	Y**	
		5	5	4	5	5	5	5	5	3	2	2	3	270	Firm selected due to their qualifications for NAICS code 541611.	Y**	
		3	3	5	3	5	5	5	5	4	3	1	3	259	Firm selected due to their qualifications for NAICS code 541340.	Y**	
		5	3	3	5	5	5	5	5	4	2	2	2	267	Firm selected due to their qualifications for NAICS code 541380.	Y**	
		5	5	1	4	4	4	4	4	4	3	1	4	254	Firm selected due to their qualifications for NAICS code 541620.	Y**	
		4	2	1	3	1	5	5	5	4	2	2	5	244	Selected on the basis of unique and overriding technical capability on alternative energy pilot projects.	Y*	
		5	4	4	5	5	4	4	4	3	2	2	2	243	Experiences with City BOS not directly relevant with respect to BFO scope and NAICS codes. The firm's experience related to 3 subareas under this NAICS code - CAMA, climate change, and pilot projects - is very limited.	N	
		5	4	4	4	4	5	5	5	2	2	1	3	238	Firm selected due to their qualifications for NAICS code 541330.	Y**	
		3	3	5	3	5	5	5	4	5	2	1	1	234	Firm selected due to their qualifications for NAICS code 541611.	Y**	
		4	3	1	5	1	4	4	5	4	2	2	3	228	Firm selected due to their qualifications for NAICS code 541330.	Y**	
		1	3	2	6	5	5	2	3	4	2	1	3	213	Quality of submittal was fair, but demonstrated a lack of experience with climate change and pilot projects. No first hand experience with firm. Did not make scoring cutoff for this NAICS code.	N	
		5	1	1	5	3	5	4	5	1	1	5	1	208	Selected on the basis of overriding technical capability on climate change.	Y*	
		1	3	3	3	2	5	3	4	4	1	1	4	206	Did not demonstrate technical competence and/or excellence with stormwater or solid resources, value assessments, or climate change. No first hand knowledge of work quality. No firm experience in Los Angeles (resumes exp. only from other firms).	N	
		2	5	2	4	5	4	5	5	2	3	1	1	206	Firm selected due to their qualifications for NAICS code 541611.	Y**	
		1	3	4	2	5	3	2	2	4	3	1	3	206	Materials submitted are confusing and contain errors. Firm appears to be a broker without project descriptions and limited project accountability. Did not meet cutoff score.	N	
		1	5	3	3	4	5	2	2	3	4	0	1	189	Did not demonstrate technical competence and/or excellence with stormwater or solid resources, Climate Change, or Pilot Projects. No first hand knowledge of work quality. Submitted vague qualifications materials.	N	
		1	4	1	3	4	5	2	2	2	4	1	2	185	Documentation contained numerous errors and quality of submittal was marginal. Did not provide expertise in climate change and pilot projects. No experience with BOS described. Did not make scoring cutoff.	N	

NAICS CODE 541690 - OTHER SCIENTIFIC AND TECHNICAL CONSULTING SERVICES

Scores 5 = highest; 0 = lowest

Relative Importance (Weighting) / 5) DO NOT CHANGE ANY GRAY CELLS	Declined to Participate/Not responsive	First hand knowledge of firm's work	Location (City of LA, LA County, So Cal, etc.)	Experience with BOS	References	Project Work in Los Angeles	Relevant Project Work to BOS Scope	Quality of Submitted Materials	Technical Excellence	Consulting for Wastewater, Biosolids, Solid Resources, & Stormwater	Quality Assurance/ Value Assessment	Climate Change Related Issues	Services relating to System Enhancement, Upgrades, Pilot Projects	WEIGHTED SCORE	Comments	Result
		5	4	5	1	1	5	3	5	10	10	10	10		Did not demonstrate technical strength in scope areas under this NAICS code. Qualifications support stated interest only in stormwater support.	
Cardno Tec		1	3	1	3	1	4	4	3	3	3	1	2	175	Limited experience with the City for services required by this NAICS code. Did not demonstrate technical competence/excellence with QA/QA, Climate Change, or Pilot Projects.	N
Kinnelc Laboratories, Inc.		2	4	1	3	5	5	3	3	2	1	1	1	162	Little experience with LA or BOS; limited experience in 3 key sub work areas - QA/QA; climate change, and pilot projects - under this NAICS code.	N
NCS		1	3	1	3	1	2	3	3	4	2	1	2	162	Firm did not request consideration for this NAICS code and does not demonstrate relevant qualifications.	N
The Creative Solution		1	5	5	2	5	5	2	2	1	1	1	1	159	Firm has done very little work with SOS. Did not demonstrate technical strength in scope areas under this particular NAICS code.	N
M2 Resource Consulting		4	2	1	4	5	3	3	3	1	2	1	1	158	Little experience with BOS; no first hand experience with work quality. SOQ mentioned many subdisciplines but documentation provides limited support and weak examples, and substandard quality.	N
MLM & Associates Engineering, Inc.		1	3	1	3	2	4	2	3	4	1	1	1	153	Did not demonstrate technical strength in any scope areas under this NAICS code. Qualifications appear to support project management support services.	N
ETR - Engineering & Technical Resources		1	4	5	3	2	3	2	2	2	1	1	1	147	Did not demonstrate technical strength in any scope areas under this NAICS code. Qualifications support interest in project management services. Little experience in LA or with BOS.	N
Dabri		1	1	1	3	1	2	4	3	1	4	0	2	137	Geotechnical testing focused firm, and did not meet qualifications for scope-related work items under this NAICS code; only indirect services provided. Not located in City or County.	N
AESCO		1	3	1	3	1	3	3	2	2	2	0	2	132	Submittal did not demonstrate technical strength in any scope areas under this NAICS code. Qualifications support stated interest in IT services.	N
Executive Business Consultants		1	3	1	3	1	3	1	2	1	1	1	1	106	Firm was not registered in BAYN. Firm declined to participate.	N
Chambers Group	X													0	Firm was solicited through BAYN. Firm did not respond to invitation to register or bid.	N
Erez & Kainoski	X													0	Firm was not registered in BAYN. Firm did not respond to invitation to register or bid.	N
Robert Hemen Consulting Engineers	X													0	Firm was solicited through BAYN. Firm did not respond to invitation to register or bid.	N
Stoberg Bashank Consulting	X													0	Firm was solicited through BAYN. Firm did not respond to invitation to register or bid.	N

** see comments for overriding consideration, selected on basis of unique qualification or need

** selected for inclusion based on qualifications in other NAICS codes

NAICS CODE 541990 - ALL OTHER PROFESSIONAL, SCIENTIFIC, AND TECHNICAL SERVICES

251.25

CUTOFF

Relative Importance/Weighting (1-5) - DO NOT CHANGE ANY GRAY CELLS.	Declined to Participate/Non-responsive	First hand knowledge of firm's work	Location (City of L.A., L.A. County, So. Cal. etc.)	Experience with BOS	References	Project Work in Los Angeles	Relevant Project Work to BOS Scope	Quality of Submitted Materials	Technical Excellence	Wastewater Treatment, Collection Systems, & Biosolids (Other Technical Svcs)	Services relating to System Enhancements, Upgrades, Pilot Projects	Public Outreach/Education	Financial Revenue and Bond Programs	251.25	WEIGHTED SCORE	Comments	Result
		5	4	5	4	4	5	3	5	10	10	10	10				
		5	5	5	5	6	5	5	5	4	4	4	4		335	Selected this firm for qualifications in NAICS code 541620.	Y
		3	3	5	3	5	5	5	4	3	5	3	5		304	Selected this firm for qualifications in NAICS code 541611.	Y
		5	4	4	5	5	5	4	5	4	4	4	1		293	Selected this firm for qualifications in NAICS code 541330.	Y
		5	5	4	5	5	5	5	5	3	2	5	2		290	Selected this firm for qualifications in NAICS code 541611.	Y
		3	3	5	3	5	5	5	5	4	4	3	3		289	Met required cutoff score. Included in team.	Y
		5	4	5	5	5	5	5	5	2	2	5	1		271	Direct knowledge of firm staff and quality, and demonstrated and key experience with Public Outreach - a key required work area. Included on team.	Y*
		2	5	2	4	5	4	5	5	2	2	3	5		256	Selected this firm for qualifications in NAICS code 541611.	Y**
		4	5	4	5	5	5	4	3	1	1	5	3		252	Firm has demonstrated, differentiating and key experience with Public Outreach - a key required work area. Firm included on team.	Y*
		5	2	5	5	5	5	1	4	2	2	5	1		246	Direct knowledge of firm quality, and demonstrated and key experience with Public Outreach - a key required work area. Included on team.	Y*
		5	5	5	5	5	5	3	3	2	2	3	1		239	Selected this firm for qualifications in NAICS code 541330.	Y**
		5	3	5	5	5	5	4	4	1	1	1	5		239	Direct knowledge of firm staff and quality, and demonstrated and key experience with Financial Revenue and Bonds - a key required work area. Included on team.	Y*
		5	4	3	6	5	5	5	4	2	2	2	2		236	Selected this firm for qualifications in NAICS code 541620.	Y**
		5	4	2	5	5	5	5	5	1	1	5	1		236	Firm has demonstrated and key experience with public Outreach - a key required work area. Included on team.	Y*
		5	4	5	5	5	5	2	3	3	3	1	1		232	Selected this firm for qualifications in NAICS code 541380.	Y**
		5	3	5	5	5	5	4	4	2	2	1	1		219	Selected this firm for qualifications in NAICS code 541330.	Y**
		5	4	4	4	4	5	5	5	2	2	1	1		218	Selected this firm for qualifications in NAICS code 541330.	Y**
		4	2	1	3	1	5	5	5	3	5	1	1		214	Selected this firm for qualifications in NAICS code 541650.	Y**
		1	3	3	3	2	5	3	4	4	4	1	1		206	Did not demonstrate technical competence and/or excellence with stormwater or solid resources, outreach or financial services. No first hand knowledge of work quality. No firm experience in Los Angeles (resumes exp. only from other firms)	N
		4	3	1	5	1	4	4	5	2	2	3	1		198	Selected this firm for qualifications in NAICS code 541330.	Y**
		5	3	3	5	5	5	5	5	2	2	0	0		197	Selected this firm for qualifications in NAICS code 541380.	Y**
		1	3	4	2	5	3	2	2	3	3	2	2		196	Materials submitted are confusing and contain errors. Firm appears to be a broker without project descriptions and limited project accountability. Did not meet cutoff score.	N

NAICS CODE 541990 - ALL OTHER PROFESSIONAL, SCIENTIFIC, AND TECHNICAL SERVICES

Scores 5 = highest; 0 = lowest

		281.25										CUTOFF			
		281.25													
		Comments										Result			
Relative Importance (Weighting 1-5) - DO NOT CHANGE ANY GRAY CELLS	Declined to Participate/Non-responsive	First hand knowledge of firm's work	Location (City of TLA, LA County, So Cal, etc)	Experience with BOS	References	Project Work in Los Angeles	Relevant Project Work to BOS Scope	Quality of Submitted Materials	Technical Expertise	Wastewater Treatment, Collection System, & Biosolids Other Technical Svcs	Services relating to System Enhancements, Pilot Projects	Public Outreach Education Programs	Financial Revenue and Bond Programs	281.25	WEIGHTED SCORE
	Grounds for Removal from list	5	4	5	4	4	5	3	5	10	10	10	10		
		1	5	5	2	5	5	2	2	1	1	4	1	189	
The Creative Solution															
		1	3	1	3	2	4	2	3	2	2	4	2	183	
MLM & Associates Engineering, Inc.															
		5	4	4	5	5	4	4	4	1	1	0	0	173	
Northwest Hydraulic Consultants															
		4	2	1	4	5	3	3	3	1	1	2	1	158	
ME Resource Consulting															
		1	5	1	1	4	4	2	3	2	2	1	1	151	
SMRC Group															
		2	4	1	3	5	5	3	3	1	1	0	0	132	
Kinnelle Laboratories, Inc.															
		1	3	1	3	1	4	4	3	1	1	1	1	125	
CardnoTec															
		1	1	1	3	1	2	4	3	1	1	1	1	107	
Dabri															
		2	3	1	3	1	4	3	3	1	1	0	0	107	
Diaz Yourtman & Associates															
		1	3	1	3	1	3	3	2	2	1	0	0	102	
AESCO															
		1	4	2	3	1	2	2	3	1	1	0	0	98	
Advanced Technology Laboratories															

Experience with outreach is limited to areas not relevant for the subject NAICS code and specific scope/work items. No first hand knowledge of firm quality, but materials were of marginal quality. Did not make cutoff score and was not selected.

Little experience with BOS; no first hand experience with work quality. SOQ mentioned many subdisciplines but documentation provides limited support and weak examples.

Experience with City BOS not directly relevant with respect to RFQ scope and NAICS codes. The firm's experience related to this specific NAICS code and scope of work (wastewater and biosolids, pilot projects, outreach, financial revenue) is very limited.

Little work with BOS. Did not demonstrate technical strength in scope areas under this NAICS code except for some writing support which could be categorized as outreach.

Limited BOS experience and no direct knowledge of work quality. Quality of submittal is marginal. Appears to have limited capabilities and focus on staffing services; projects are not described. Did not make scoring cutoff.

Limited experience with the City for services required by this NAICS code.

Little work with BOS. Did not demonstrate technical strength in any scope areas under this NAICS specific code.

Did not demonstrate technical strength in any scope areas under this NAICS code. Qualifications support interest only in stormwater.

Did not demonstrate technical strength in any scope areas under this NAICS code. Qualifications support interest in project management services. Little experience in LA or with BOS.

Geotechnical focused firm, and did not meet qualifications for scope-related work items under this NAICS code; only indirect services provided. Not located in City or County.

Geotechnical testing focused firm, and did not meet qualifications for scope-related work items under this NAICS code; only indirect services provided. Not located in City or County.

Firm is a laboratory and does not provide any key scope (NAICS-code) related services. Not qualified to provide services under this NAICS code.

NAICS CODE 541990 - ALL OTHER PROFESSIONAL, SCIENTIFIC, AND TECHNICAL SERVICES

281.25

CUTOFF

Relative Importance/Weighting (1-5) - DO NOT CHANGE ANY GRAY CELLS	Declined to Participate/Non-responsive	First hand knowledge of firm's work	Location (City of LA, LA County, So Cal, etc.)	Experience with BOS	References	Project Work in Los Angeles	Relevant Project Work to BOS Scope	Quality of Submitted Materials	Technical Excellence	Wastewater Treatment, Collection System, & Biosolids Other Technical Svcs	Services relating to System Enhancement, Upgrades, Pilot Projects	Public Outreach Education	Financial Revenue and Bond Programs	281.25	WEIGHTED SCORE	Comments	Result
	Grounds for Removal from List	5	4	5	4	4	5	3	5	10	10	10	10				
Executive Business Consultants	X	1	3	1	3	1	3	1	2	1	1	1	0	96		Little work with BOS or in Los Angeles; inadequate quality in proposal materials. Did not demonstrate technical strength in any scope areas under the NAICS code. Qualifications support interest in IT services.	N
BRJ & Associates	X													0		Firm was not registered in BAVN; Firm declined to participate.	N
David Holchkiels	X													0		Firm was not registered in BAVN; Firm did not respond to invitation to register or bid.	N
LTD Engineering	X													0		Firm was not registered in BAVN; Firm did not respond to invitation to register or bid.	N
Mary Adams Urashima	X													0		Firm was not registered in BAVN; Firm did not respond to invitation to register or bid.	N
Robert Heinen Consulting Engineers	X													0		Firm was not registered in BAVN; Firm did not respond to invitation to register or bid.	N
Soborn Ebasthank Consulting	X													0		Firm was solicited through BAVN; Firm did not respond to invitation to register or bid.	N

*see comments for overriding consideration; selected on basis of unique qualification or need
 ** selected for inclusion based on qualifications in other NAICS codes

NAICS CODE 562111 - SOLID WASTE COLLECTION

243.75

CUTOFF

Scores 5 = highest; 0 = lowest

Relative importance/Weighting (1-9) - DO NOT CHANGE ANY GRAY CELLS	Decided to Participate/Non-responsive	First hand knowledge of firm's work	Location (City of LA, LA County, So Cal, etc.)	Experience with BOS	References	Project Work in Los Angeles	Relevant Project Work to BOS Scope	Quality of Submitted Materials	Technical Excellence	Collecting & Hauling of nonhazardous materials (garbage)	Operation of waste transfer stations	Collecting and hauling of recyclable materials	WEIGHTED SCORE	Comments	Result
	Grounds for Removal from list	5	4	5	4	4	5	3	5	10	10	10		Selected this firm for qualifications in NAICS code 541611.	Y
HF&H Consultants		3	3	5	3	5	5	5	4	5	5	5	294	Selected this firm for qualifications in NAICS code 541620.	Y
ODIC Environmental		5	5	1	4	4	5	4	4	5	5	5	289	Showed no experience with BOS or in the City of LA; references not provided.	N
United Pumping Service		0	5	0	3	3	5	3	5	4	4	4	223	Located in Rialto. Replaced storm drain covers for BOS, but no stated solid waste collection experience with the City.	N
West Coast Storm		0	1	5	5	5	5	4	3	4	4	4	241	no demonstrated experience in solid waste collection, operating a transfer station, or collecting recyclables.	N
Century Diversified Inc.		5	5	5	5	5	5	3	3	0	0	0	159	Experience with City BOS not directly relevant with respect to RFQ scope and NAICS codes NHC is interested in providing professional hydraulic analysis services for the Wastewater and Stormwater Programs described in the RFQ.	N
Northwest Hydraulic Consultants		5	4	4	5	5	4	4	4	0	0	0	153	LOI does not indicate interest in this NAICS code.	N
MARRS		3	3	5	3	5	5	5	5	0	0	0	149	No demonstrated experience in solid waste collection, operating a transfer station, or collecting recyclables.	N
Cardno Tec		0	0	0	0	0	0	0	0	0	0	0	0	LOI indicates only support to NAICS 54162- Environmental Consulting Services	N
Trans-Global Services	X	0	0	0	0	0	0	0	0	0	0	0	0	Firm was solicited through BAYN. Firm did not respond to invitation to register or bid.	N

** see comments for overriding consideration; selected on basis of unique qualification or need

** selected for inclusion based on qualifications in either NAICS codes

NAICS CODE 562112 - HAZARDOUS WASTE COLLECTION

NAICS CODE 562112 - HAZARDOUS WASTE COLLECTION													243.75	CUTOFF
Scores 5 = highest; 0 = lowest													WEIGHTED SCORE	Result
Relative Importance/Weighting (1-5) - DO NOT CHANGE ANY GRAY CELLS	Decided to Participate/Non-responsive	First hand knowledge of firm's work	Location (City of LA, LA County, So. Cal, etc.)	Experience with BOS	References	Project Work in Los Angeles	Relevant Project Work to BOS Scope	Quality of Submitted Materials	Technical Excellence	Collecting and hauling of hazardous materials	Operation of waste transfer stations	Preparation of hazardous materials for transport		
	Grounds for Removal from List	5	4	5	4	4	5	3	5	10	10	10	Selected this firm for qualifications in NAICS code 541611.	Y
HF&H Consultants		3	3	5	3	5	5	5	4	5	5	5	Selected this firm for qualifications in NAICS code 541620.	Y
ODIC Environmental		5	5	1	4	4	5	4	4	5	5	5	Showed no experience with BOS or in the City of LA; references not provided.	N
United Pumping Service		0	5	0	3	3	5	3	5	5	4	5	Located in Rialto. Replaced storm drain covers for BOS, but no stated hazardous waste collection experience with the City.	N
West Coast Storm		0	1	5	5	5	5	4	3	4	4	4	Experience with City BOS not directly relevant with respect to RFO scope and NAICS codes.	N
Northwest Hydraulic Consultants		5	4	4	5	5	4	4	4	0	0	0	NHC is interested in providing professional hydraulic analysis services for the Wastewater and Stormwater Programs described in the RFO. LOI does not indicate interest in this NAICS code.	N
MARRS		3	3	5	3	5	5	5	5	0	0	0	No demonstrated experience in waste collection, operating a transfer station, or collecting recyclables.	N
CardnoTec		0	0	0	0	0	0	0	0	0	0	0	LOI indicates only support to NAICS 54162- Environmental Consulting Services	N
Trans-Global Services	X	0	0	0	0	0	0	0	0	0	0	0	Firm was solicited through BAVN. Firm did not respond to invitation to register or bid.	N

** see comments for overriding consideration, selected on basis of unique qualification or need

** selected for inclusion based on qualifications in other NAICS codes

NAICS CODE 562119 - OTHER WASTE COLLECTION

168.75

CUTOFF

Scores 5 = highest; 0 = lowest

Relative Importance/Weighting (1-5) - DO NOT CHANGE ANY GRAY CELLS	Declined to Participate/Non-responsive	First hand knowledge of firm's work	Location (City or LA, LA County, So Cal, etc.)	Experience with BOS	References	Project Work in Los Angeles	Relevant Project Work to BOS Scope	Quality of Submitted Materials	Technical Excellence	Collecting and hauling of other waste such as brush and rubble	WEIGHTED SCORE	Comments	Result
		5	4	5	4	4	5	3	5	10	194	Selected this firm for qualifications in NAICS code 541611.	Y
HF&H Consultants		3	3	5	3	5	5	5	4	5	189	Selected this firm for qualifications in NAICS code 541620.	Y
ODIC Environmental		5	5	1	4	4	5	4	4	5	161	Located in Rialto. Replaced storm drain covers for BOS, but no stated other waste collection experience with the City.	N
West Coast Storm		0	1	5	5	5	5	4	3	4	153	Experience with City BOS not directly relevant with respect to RFQ scope and NAICS codes NHC is interested in providing professional hydraulic analysis services for the Wastewater and Stormwater Programs described in the RFQ.	N
Northwest Hydraulic Consultants		5	4	4	5	5	4	4	4	0	143	Showed no experience with BOS or in the City of LA; references not provided.	N
United Pumping Service		0	5	0	3	3	5	3	5	4	149	LOI does not indicate interest in this NAICS code. No demonstrated experience in waste collection.	N
MARRS		3	3	5	3	5	5	5	5	0	0	LOI indicates only support to NAICS 54162- Environmental Consulting Services	N
Cardno Tec		0	0	0	0	0	0	0	0	0	0	Firm was solicited through BAVN. Firm did not respond to invitation to register or bid.	N
Trans Global Services	X	0	0	0	0	0	0	0	0	0	0	*see comments for overriding consideration; selected on basis of unique qualification or need ** selected for inclusion based on qualifications in other NAICS codes	N

Elizabeth Pierce

From: Johnna.Beeson@brjassociates.com
Sent: Friday, March 02, 2012 12:10 PM
To: Elizabeth Pierce
Subject: Subject: Oncall Consultant Services for Bureau of Sanitation's Wastewater, Stormwater, and Solid Resources Programs

Follow Up Flag: Follow up
Flag Status: Completed

Categories: BOS RFQ

Thank you for your invitation in regards to seeking subcontracting proposals. BRJ & Associates will not be responding since this work is outside our market sector and scope of services.

BRJ & Associates, LLC (BRJ) is a professional consulting firm and since our beginning in 2001 we have provided owner-agency services in the areas of Comprehensive Planning, Program Management, Project Management, and Construction Management. Our past and current work includes the management of multi-project programs as small as \$90 million and as large as \$800+ million. We have also provided project and construction management for individual projects as small as \$50,000 and as large as \$80 million.

Regards,



Johnna Beeson, Marketing Coordinator

BRJ & Associates, LLC

3452 E. Foothill Blvd., Suite 1100 | Pasadena, CA 91107-6030

626.578.7277 tel | 626.578.7377 fax

johnna.beeson@brjassociates.com | www.brjassociates.com

Elizabeth Pierce

From: Ebonie Bender <EBender@chambersgroupinc.com>
Sent: Monday, March 26, 2012 9:41 AM
To: Elizabeth Pierce
Subject: RE: Contact Submission [chambersgroupinc.com]

Categories: BOS RFQ

Thank you. I don't see any scope of work for us.

Ebonie Bender
Senior Marketing Coordinator
949.261.5414 ext. 7285
ebender@chambersgroupinc.com | www.chambersgroupinc.com

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Please consider the environment before printing this e-mail

-----Original Message-----

From: EPierce@Geosyntec.com [mailto:EPierce@Geosyntec.com]
Sent: Monday, March 26, 2012 9:34 AM
To: Ebonie Bender
Subject: RE: Contact Submission [chambersgroupinc.com]

Ebonie,

Please find a copy of the RFP attached. A few people have contacted us with this same issue; there must be a flaw in the system. My apologies!

Best,
Elizabeth

-----Original Message-----

From: Ebonie Bender [mailto:EBender@chambersgroupinc.com]
Sent: Monday, March 26, 2012 9:29 AM
To: Elizabeth Pierce
Subject: RE: Contact Submission [chambersgroupinc.com]

Hi Elizabeth,

Is there an RFP? We did not receive an invitation to bid as mentioned below.

Thanks

Ebonie Bender
Senior Marketing Coordinator
949.261.5414 ext. 7285
ebender@chambersgroupinc.com | www.chambersgroupinc.com

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Please consider the environment before printing this e-mail

-----Original Message-----

From: Elizabeth Pierce, Geosyntec [<mailto:epierce@geosyntec.com>]
Sent: Friday, March 23, 2012 11:43 AM
To: Marketing_Group
Subject: Contact Submission [chambersgroupinc.com]

=====
Below is a contact request from ChambersGroupInc.com
=====

Name: Elizabeth Pierce, Geosyntec
Email: epierce@geosyntec.com
Phone:

Comments:

You should have received an invitation to submit a subcontracting proposal to us for the Los Angeles Bureau of Sanitation on-call consultant services RFP on March 13, 2012. Thus far, we have not received confirmation of your interest. We are in the process of collecting supporting documentation from all interested subs and would love for you to be a part of our team.

Here's a list of documents that we need for our submission:

1. Letter of Interest
2. One-page firm profile
3. One-page project descriptions
4. Three-page maximum staff resumes
5. Fee schedule (see attached Addendum 3)
6. Attachment 13 (attached)
7. Attachment 14 (attached)
8. Attachment 16, page 2 (attached)

*RFQ Attachments 3, 5, & 17 must be uploaded to BAVN

If at all possible, please provide these documents by the end of the business day today. At the latest, please submit all of the documents listed above to Elizabeth Benbrooks, ebenbrooks@geosyntec.com, by the end of the day Monday, March 26, 2012.

Thank you!

Best,
Elizabeth

```
=====
REMOTE_HOST=
REMOTE_ADDR=173.198.63.170
HTTP_USER_AGENT=Mozilla/4.0 (compatible; MSIE 8.0; Windows NT 6.1; Trident/4.0; GTB7.3; SLCC2; .NET CLR
2.0.50727; .NET CLR 3.5.30729; .NET CLR 3.0.30729; Media Center PC 6.0; Tablet PC 2.0; InfoPath.3; .NET4.0C; .NET4.0E)
REMOTE_USER=
```

Oncall Consultant Services for Bureau of Sanitation's Wastewater, Stormwater, and Solid Resources Programs

Subcontractor Info.

Name : Erler & Kalinowski, Inc.
Address : 35 N Lake AVE
Unit Ste 705
Pasadena, CA, 91101
USA
Phone : 626-432-5900
Fax : -
URL : www.ekiconsult.com

This is a copy of the letter that was sent out by the Prime to the Sub for this contract.

Date: March 13, 2012

Erler & Kalinowski, Inc.
35 N Lake AVE
Unit Ste 705
Pasadena, CA, 91101
USA

Attention: *Erler & Kalinowski, Inc.*

Subject: Oncall Consultant Services for Bureau of Sanitation's Wastewater, Stormwater, and Solid Resources Programs

GeoSyntec Consultants is in the process of preparing a proposal for the above project and is interested in receiving subcontracting proposals for the following item(s):

- 541330 - Engineering Services
- 541340 - Drafting Services
- 541380 - Testing Laboratories
- 541611 - Administrative Management and General Management Consulting Services
- 541620 - Environmental Consulting Services
- 541690 - Other Scientific and Technical Consulting Services
- 541990 - All Other Professional, Scientific, and Technical Services
- 562111 - Solid Waste Collection
- 562112 - Hazardous Waste Collection
- 562119 - Other Waste Collection

A copy of the Oncall Consultant Services for Bureau of Sanitation's Wastewater, Stormwater, and Solid Resources Programs bid specifications and plans are available for review in the office of GeoSyntec Consultants, the City department's plan room, or on the Los

Angeles Business Assistance Virtual Network (LA BAVN) website at <http://www.labavn.org/bid.cfm?12922> .

Please send us a quote on any of the above items by e-mailing ebenbrooks@geosyntec.com. DO NOT RESPOND TO THIS E-MAIL. Indicate if you are a certified MBE, WBE, SBE, EBE, DVBE or DBE contractor. The bid due date is March 28, 2012. We must receive your proposal no later than March 19, 2012 .

For bond assistance you may contact the City of Los Angeles Bond Assistance Program at (213) 327-0298.

Very truly yours,

Elizabeth Benbrooks
GeoSyntec Consultants
Phone: 310-957-6100
Email: ebenbrooks@geosyntec.com

Attachment 4
Clarifying Documentation from Selected Subconsultants Regarding LOIs

SCS ENGINEERS

February 22, 2012
File No. 10083212

Mr. Jeffrey Dobrowolski, Associate
GeoSyntec Consultants
2100 Main Street, Suite 150
Huntington Beach, CA 92648

Subject: Letter of Interest – Planning and Technical Support for the Bureau of Sanitation's
Wastewater, Stormwater, and Solid Resources Programs.

Dear Jeff:

SCS Engineers (SCS) is pleased to have the opportunity to support GeoSyntec in their pursuit of the subject solicitation as discussed with Courtney Barrett of SCS at the pre-proposal meeting held on February 9, 2012.

SCS understands that our primary role will be landfill gas (LFG) related scope items, including air quality and Greenhouse Gas services associated with Bureau of Sanitation's Solid Resources Program.

We will provide you with all requested proposal materials and support your proposal development process in any way we can. We look forward to this opportunity to continue our strong working relationship with GeoSyntec. If you have any questions, please don't hesitate to contact me by phone at (916) 361-1297 or via email at psullivan@scsengineers.com.

Sincerely,



Patrick S. Sullivan, CPP
Senior Vice President
SCS ENGINEERS

PSS/seb



REVALATIONS

Environmental & Community Outreach

February 21, 2012

To Geosyntec,

Revalations is definitely interested in joining the Geosyntec team to provide public outreach/public relations support in connection with the City of Los Angeles, Bureau of Sanitation RFQ entitled "Planning and Technical Support for the Bureau of Sanitation's Wastewater, Stormwater and Solid Resources Programs".

We look forward to the opportunity of working together.

Yours,



Reva Fabrikant, Principal
Revalations

CONTRACT NO. C- _____

ON-CALL CONSULTANT SERVICES AGREEMENT
BETWEEN
THE CITY OF LOS ANGELES
AND
CONTRACTOR'S NAME
FOR
DEPARTMENT OF PUBLIC WORKS
BUREAU OF SANITATION
PLANNING AND TECHNICAL SERVICES FOR
WASTEWATER, STORMWATER, AND SOLID RESOURCES PROGRAMS

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EXHIBITS

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EXHIBIT B	SCHEDULE B, MBE/WBE/ SBE/EBE/DVBE/OBE UTILIZATION PROFILE FOR TASK/PROJECT WORK
EXHIBIT C	SCHEDULE C, UTILIZATION PROFILE OF SUB- CONSULTANTS
EXHIBIT D	SCHEDULE D, SUCONTRACTING FINAL REPORT FORM
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EXHIBIT F	HOURLY BILLING RATES
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EXHIBIT I	DECLARATION OF COMPLIANCE WITH LIVING WAGE ORDINANCE
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ON-CALL CONSULTANT SERVICES AGREEMENT

This AGREEMENT, is made and entered into by and between the City of Los Angeles, a municipal corporation acting by order of and through its Board of Public Works, hereinafter called the "CITY", and "(Contractor's Name)" hereinafter referred to as the "CONSULTANT"; is set forth as follows:

W I T N E S S E T H

WHEREAS, the CITY has a need for contracting/consulting services for highly specialized and technical expertise to support the Bureau of Sanitation's projects on an emergency or as-needed basis; and

WHEREAS, the CONSULTANT's services are deemed to be vital to meet the CITY's commitment to protect public health and the environment; and

WHEREAS, the CITY plans to utilize the CONSULTANT to provide services over the course of a 5-year period with an optional 5-year extension; and

WHEREAS, on January 13, 2012, the Board of Public Works authorized the Bureau of Sanitation to distribute a Request for Qualifications (RFQ) for the said services and to negotiate a contract with a qualified proposer; and

WHEREAS, on March 28, 2012, the Bureau of Sanitation received 26 of Statements of Qualifications in response to the RFQ; and

WHEREAS, the CONSULTANT was selected to be placed on the list of pre-qualified proposers to perform said services as determined by CITY staff based on the evaluation criteria set forth in the RFQ; and

WHEREAS, the CONSULTANT meets the State requirements to perform professional engineering work as required in the Professional Engineers Act; and

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

NOW, THEREFORE, in consideration of the foregoing and of the benefits which will accrue to the parties hereto in carrying out the terms and conditions of this AGREEMENT, it is understood and agreed by and between the parties hereto as follows:

ARTICLE 1 – SECTION HEADINGS AND CONSTRUCTION OF PROVISIONS

AND TITLES HEREIN

All titles, subtitles, and/or section headings appearing herein have been inserted for convenience and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning, intent or construction of any of the terms or provisions hereof. The language of this CONTRACT shall be construed according to its fair meaning and not strictly for or against the CITY or the CONSULTANT. The singular shall include the plural; use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used. The terms "include" and "including" do not exclude items not enumerated that are in the same general class.

ARTICLE 2 – DEFINITIONS

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

AGREEMENT/CONTRACT This contractual agreement between the CITY and NAME

	OF THE CONSULTANT FIRM for planning and technical expertise and services to support Wastewater, Solid Resources, Stormwater, Climate Change Adaptation Programs and other related projects.
BOARD	The Board of Public Works of the City of Los Angeles.
BUREAU	Bureau of Sanitation, Department of Public Works, City of Los Angeles.
CALENDAR DAYS	Each day beginning at 12:01 a.m. and ending twenty-four (24) hours thereafter at 12:00 midnight unless otherwise specified.
CITY	The City of Los Angeles, Board of Public Works or its subordinate Bureaus. Depending on the context in which it is used, the term CITY may also refer to the geographic area known as the City of Los Angeles, the City Council, other Departments of the City of Los Angeles, or any person employed by the City of Los Angeles who is authorized to represent the City of Los Angeles in manners concerning this document.
ON-CALL MANAGER	CITY'S designated representative for all issues related to this AGREEMENT
CONSULTANT	[NAME OF THE CONSULTANT FIRM]
DIRECTOR	Director of the Bureau of Sanitation or his/her designated representative
MBE/WBE/SBE/EBE/DVBE/	Minority/Women/Small/Emerging/Disabled
OBE	Veteran/Other Business Enterprises
NOTICE TO PROCEED	The written notice by the DIRECTOR or his designee to the successful proposer to commence the work.
SUBCONSULTANT	An individual or company having an agreement with CONSULTANT to provide services, equipment, or

	materials to CONSULTANT
TAF	Task Order Agreement Form
TOS	Task Order Solicitation, a detail description of submittal requirements including scope of services, schedule, and payment.

ARTICLE 3 – PROJECT DESCRIPTION

The BUREAU’s mission is to protect the public health and the environment, delivering services through the management and administration of the Wastewater Program, Watershed Protection Program, Solid Resources Program, and the Climate Change Adaptation Programs. To meet these specialized needs, where long term staffing is not feasible and existing staffing is not available or unable to perform the required tasks, the BUREAU seeks to establish a new on-call list of consulting firms to continue providing the supporting services on an as needed basis.

ARTICLE 4 – RESPONSIBILITIES OF AND SERVICES TO BE PERFORMED

BY THE CONSULTANT

- 4.1 CONSULTANT shall perform the services described in Article 4.4. CONSULTANT shall perform such work with a degree of skill and diligence normally employed by professional analysts or contractors performing the same or similar services.
- 4.2 CONSULTANT warrants that the services will be performed consistent with generally accepted industry standards.
- 4.3 Maintenance of Records

CONSULTANT shall maintain all records, in their original form, pertaining to the performance of this CONTRACT, including records of financial transactions.

These records shall be retained for a period of no less than three (3) years following final payment made by the CITY hereunder or the expiration date of this CONTRACT, whichever occurs last. Said records shall be subject to examination and audit by authorized CITY personnel or by the CITY'S representative at any time during the term of this CONTRACT and within the three (3) years following 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, as authorized under the terms of this CONTRACT, shall include a like provision for work to be performed under this CONTRACT.

4.4 Scope of Services

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

- Wastewater Program - Planning, Scientific and Technical Issues, Operational Support Services, Plant Optimization, Sewer System Structural and Hydraulic Condition Assessment, Sewer Capacity Plan, Rehabilitation Plan, Development of Industrial Waste Discharge Standards, Fats, Oil and Grease, Regulatory Compliance Requirements, Odor Control Implementation and Testing, amongst other services.
- Biosolids Program – Planning, Scientific and Technical Issues, Maintenance and Operational Support Services, Development of Biomass Alternative Technologies and Management, Regulatory Compliance Requirements, amongst other services.

- Stormwater Program – Planning, Scientific and Technical Issues, Operational Support Services, Evaluation of discharge limits for Santa Monica Bay, Ballona Creek, Los Angeles River and Long Beach Harbors, Total Maximum Daily Loads (TMDLs) Compliance, Regulatory Compliance Requirements, amongst other services.
- Solid Resources Program - Strategic Planning, Scientific and Technical Issues, Operational Support Services, Commercial Recycling Planning, Development of Resource Recovery as an Alternative to the Use of Landfills, Regulatory Compliance Requirements, EPA grant funded for Brownfield sites' assessment Phase I and Phase II, amongst other services.
- Climate Change Adaptation Program, a nascent program that is still under formation.
- Financial Revenue and Bond Program – Financial Analysis, Financial Screening, Funding Sources, review of current rate structure, amongst other services.
- Information Technology (IT) Services – Technical Assistance
- Strategic Planning/Safety and Training Program – Specialized Training and Human Resources Development, support the BUREAU's ongoing labor-management strategic planning effort, amongst other services.
- Quality Assurance/Value Assessment – Review feasibility, constructability and cost-effectiveness of recommended projects and programs.
- Provide services to build support to critically and urgently needed system enhancements, programs and service upgrades or certain pilot projects/programs.
- Public Outreach/Education Program – Including, but not limited to, communicating and coordinating with community groups; arranging community meetings and public hearings; media outreach, developing or using social media; and preparing printed,

digital, or electronic literature for public dissemination.

Assignment of Work:

Initially, the selected consultants will be listed in random order. The CITY reserves the right to assign Task Orders under these contracts in any manner that serves the CITY and the project the best and will generally be done in one of the following manners noted below:

- For Large Task Orders with an estimated cost of equal to or more than \$1,000,000. The CITY will issue a Task Order Solicitation (TOS) and will request all consultants on the list to submit proposals on an upcoming project. For each desired Task Order, the project will be awarded to the pre-qualified on-call consultant whose proposal represents the best overall value to the CITY for the requested work. The selected proposer will be moved to the bottom of the list for the purpose of subsequent work assignments.
- For Moderately sized Task Orders greater than \$250,000 but less than \$1,000,000. The CITY will issue a TOS and will request the top three (3) consultant firms on the list to submit a proposal. The project will be awarded to the pre-qualified on-call consultant whose proposal represents the best overall value to the CITY for the requested work. The selected proposer will be moved to the bottom of the list for the purpose of subsequent work assignments.
- For Smaller sized Task Orders equal to or less than \$250,000. The CITY will issue a TOS to the first firm on the list. Negotiations will follow on the terms for the project, specifically on the scope of work, deliverables, schedule, and costs. If an agreement cannot be reached with the first firm, the CITY reserves the right to negotiate with the

next firm on the list and so on until an agreement is reached. The successful consultant will then be rotated to the bottom of the list for the purpose of subsequent work assignments.

The CITY reserves the right to advertise any Task Order, regardless of the size, to the entire list. In addition and under special conditions, the CITY may choose to award the Task Order regardless of the size to the first ranked firm on the list subject to the concurrence of the BOARD.

Once an agreement is reached, the CITY will issue a NOTICE TO PROCEED. Cost incurred by the consultant prior to the NOTICE TO PROCEED shall be payable to consultant if said costs were incurred in completing any task specifically authorized by this contract and said costs are reviewed and approved by the CITY and said approval of payment occurs after the contract is fully executed.

4.5 CONSULTANT Schedule of Services

4.5.1 The CONSULTANT shall prepare and submit a proposed schedule of the services to be performed as instructed by the TOS Manager, within fifteen (15) calendar days, after receiving the CITY's NOTICE TO PROCEED. The CONSULTANT shall perform the work in accordance with the approved schedule and prepare revisions and updates in a timely manner. The CITY may withhold payment to the CONSULTANT for failure to comply with requirements of this procedure.

4.5.2 The CONSULTANT's schedule of services shall show the dates on which each part or division of the work is expected to be started and completed and shall show all submittals associated with each work activity, allowing a minimum of fifteen (15) CALENDAR DAYS for the TOS Manager's review

of each submittal unless a longer period of time is specified elsewhere in this CONTRACT or the TAF. The work activities making up the schedule shall be of sufficient detail to assure that adequate planning has been done for proper execution of the work and such that it provides an appropriate basis for monitoring and evaluating the progress of the work. The CONSULTANT shall also submit a separate progress schedule listing all submittals required under the CONTRACT and when it is anticipated that each submittal will be submitted. The ON-CALL MANAGER will review the CONSULTANT's schedules and provide comments relative to overall compliance with requirements of the CONTRACT documents.

4.5.3 An updated schedule of services shall be submitted to the ON-CALL MANAGER as specified in the Task Order. The submittal of the updated CONSULTANT's schedule of services, which will satisfy the requirements of this Section, accurately reflects the status of the work and incorporates all changes into the schedule. Updated schedules shall also be submitted at such other times as the ON-CALL MANAGER may direct. Upon approval of an amendment or issuance of a NOTICE TO PROCEED with a change, the approved amendments shall be reflected in the next scheduled update submittal by the CONSULTANT, or other updated submittal approved by the TOS Manager. If specified in the Task Order, as a condition precedent to final payment, the CONSULTANT shall submit to the ON-CALL MANAGER a final schedule of services that accurately reflects the manner in which the services were actually completed.

4.5.4 The CONSULTANT shall submit a written explanation with the original schedule submittal and show sufficient detail as to how the work is to be performed to enable the CITY to make an evaluation. If the explanation is not adequate to establish that the schedule is valid and practical, a review conference may be held to reach an understanding on required revisions. The CONSULTANT shall make such revisions in the schedule

and narrative and resubmit within ten (10) CALENDAR DAYS after the conference unless granted an extension by the ON-CALL MANAGER.

4.5.5 The CONSULTANT shall submit progress reports as specified in the TAF. This may consist of a monthly narrative progress report and may include an updated schedule of services. The purpose of the report is to provide a brief description of the status of the work and to identify any problems and open issues that may affect timely completion.

4.5.6 As directed in the CONTRACT or the Task Order, the CONSULTANT shall participate in progress meetings with the TOS Manager. These meetings shall be held regularly at the discretion of the TOS Manager. All meetings are to be comprehensively documented by the CONSULTANT and related documentation distributed to attendees.

ARTICLE 5 – KEY CONSULTANT PERSONNEL

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

Name

Address

Phone Number

Additional technical specialists shall be assigned subject to the ON-CALL MANAGER'S approval.

5.2 CONSULTANT agrees that personnel assigned to these positions at the commencement of services under this AGREEMENT shall serve in these positions as long as required by the CONTRACT, and CONSULTANT shall not change

personnel assigned to these positions without the prior consent and approval of ON-CALL MANAGER, whose consent shall not be withheld unreasonably.

- 5.3 The CITY shall have the right to review and approve any personnel who are assigned to work under this CONTRACT. CONSULTANT agrees to remove personnel from performing work under this CONTRACT if requested to do so by the CITY.

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

CITY designates Division Manager of the Wastewater Engineering Services Division as its ON-CALL MANAGER to represent the CITY in all matters within the scope of the AGREEMENT relating to the conduct and approval of the work to be performed.

Whenever the term "approval of CITY," "consult with CITY," "confer with CITY," or similar terms are used, they shall refer to the ON-CALL MANAGER. The ON-CALL MANAGER may designate an assistant to act in his/her stead.

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

ARTICLE 7 – TERM OF AGREEMENT AND TIME OF EFFECTIVENESS

The term of this AGREEMENT shall be for five (5) years with a five (5)-year renewal option to be exercised at the CITY's sole discretion, from the date of full execution unless terminated as provided under Article 8 or extended by amendment or change order to this AGREEMENT and signed by the parties.

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

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

ARTICLE 8 – TERMINATION

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

obligations, cost or expense, except as may be reasonably necessary to terminate its activities.

- 8.3 This AGREEMENT may be immediately terminated in writing by the CITY if (1) a federal or state proceeding for relief of debtors is undertaken by or against CONSULTANT, or if CONSULTANT makes an assignment for the benefit of creditors or (2) CONSULTANT engages in any dishonest conduct related to the performance or administration of this AGREEMENT or violates the CITY'S lobbying policies.
- 8.4 If termination for default is effected by the CITY, an equitable adjustment in the price provided for in this AGREEMENT shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due the CONSULTANT at the time of termination may be adjusted to cover any additional costs to the CITY because of the CONSULTANT'S default. If termination for default is effected by the CONSULTANT 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 CONSULTANT for services rendered and expenses incurred prior to the termination, excluding attorney's fees, in addition to termination settlement costs reasonably incurred by the CONSULTANT relating to written commitments that were executed prior to the termination. Thereafter, CONSULTANT shall have no further claims against the CITY under this AGREEMENT.

- 8.5 Upon receipt of a termination action under Articles 8.1, 8.2 or 8.3 above, the CONSULTANT 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. CONSULTANT agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights provided herein.
- 8.6 Upon termination under Articles 8.1, 8.2 or 8.3 above, the CITY may take over the work and may award another party an AGREEMENT to complete the work under this AGREEMENT.
- 8.7 If, after the termination for failure of the CONSULTANT to fulfill contractual obligations, it is determined that the CONSULTANT had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the CITY. In such event, adjustment of the AGREEMENT price shall be made as provided in Article 8.4 of this article.
- 8.8 The rights and remedies of the CITY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this CONTRACT.

ARTICLE 9 – SUBCONTRACTORS

CONSULTANT shall not use subconsultants to assist in performance of this AGREEMENT without the prior written approval of the CITY. If the CITY permits the use of

subconsultants, CONSULTANT shall remain responsible for performing all aspects of this AGREEMENT. The CITY has the right to approve CONSULTANT's subconsultants and the CITY reserves the right to request replacement of subconsultants. The CITY does not have any obligation to pay CONSULTANT's subconsultants and nothing herein creates any privities between the CITY and the subconsultants. Wholly-owned subsidiaries of the CONSULTANT shall not be considered subcontractors/subconsultants.

Schedule A, a list of potential MBE/WBE/SBE/EBE/DVBE/OBE Subcontractors, provided herein is referred to as **Exhibit A**. The CONSULTANT shall make every effort to equitably utilize the subconsultants listed on **Exhibit A**.

This listing, **Exhibit A**, is not exclusive and upon written requested by the CONSULTANT, additional subcontractors/subconsultants may be added with the approval of the DIRECTOR or designee. Substitution of any subconsultant requires approval from the BOARD for Task Order greater than \$250,000.

The CONSULTANT shall provide the Task Order List of Subconsultants (Schedule B, **Exhibit B**). The Schedule B is required prior to commencement of the work. The CONSULTANT shall provide an overall contract summary of the utilization profile of subconsultants as part of the monthly invoice (Schedule C, **Exhibit C**). The summary shall include all tasks completed to date or underway. Upon completion of each Task Work Order, the CONSULTANT shall prepare and submit the "Final Report of Subcontracting" Form (Schedule D, **Exhibit D**) to the Awarding Authority within 15 working days after completion of the Task Work Order.

ARTICLE 10 - COMPENSATION, INVOICING, AND PAYMENT

Compensation for services provided under this CONTRACT shall be provided on a Cost Reimbursement –Billing Salary Rate basis, a Cost Reimbursement - Hourly Billing Rate basis, a Lump Sum basis, or a combination thereof, at the sole discretion of the CITY.

For the Cost Reimbursement – Billing Salary Rate basis, compensation is defined as the sum of: (1) Billing Salary Rates; (2) Overhead; (3) Other Direct Cost with no markup; (4) Subcontract Expenses plus administrative fee as stated herein; and (5) Profit as defined herein. For the Cost Reimbursement – Hourly Billing Rate basis, compensation is defined as the sum of: (1) Hourly Billing Rates; (2) Other Direct Cost with no markup; and (3) Subcontract Expenses plus administrative fee as stated herein. For the Lump Sum basis, compensation is defined solely as the Lump Sum.

10.1 Cost Reimbursement – Billing Salary Rate Basis

10.1.1 "Billing Salary Rates" negotiated by Task Order shall be at the rates approved by the ON-CALL MANAGER, to be charged by CONSULTANT for employees' time directly chargeable to their performance of the project work. Any adjustments to the CONSULTANT's Billing Salary Rate shall be in accordance with established BUREAU policies, existing at the time the adjustment is approved. Actual CONSULTANT employee salaries may be increased at the discretion of CONSULTANT's management. However, Billing Salary Rate increases are limited to once per year, per employee, on the anniversary date of the CONSULTANT's CONTRACT execution, and are subject to the approval of the DIRECTOR. In no case shall the "Billing Salary Rates" exceed the actual salary rates paid to the employee.

If a CONSULTANT employee is promoted to a new classification or position,

documentation shall be provided to the ON-CALL MANAGER. CONSULTANT shall provide explanation of the higher responsibilities of the CONSULTANT employee in the new classification or position as relating to the Task Order. CONSULTANT may increase the Billing Salary Rate due to promotion, subject to the approval of the ON-CALL MANAGER.

Subconsultant Billing Salary Rates are negotiated per Task Order. Any adjustments to subconsultants' Billing Salary Rates for a TASK ORDER shall be reviewed and approved by the ON-CALL MANAGER prior to invoicing.

Adjustments to subconsultants' Billing Salary Rates may be increased one time per year, per employee, on the anniversary date of the CONSULTANT's CONTRACT execution, and are subject to approval of the ON-CALL MANAGER.

Any such increases shall be in accordance with established BUREAU policy existing at the time the adjustment was approved.

10.1.2 "Overhead" (including payroll burden, general and administrative expenses, and all other expenses not included in Section 10.1.3) shall be at a rate applied to Billing Salary Rate. Payroll burden includes the cost of benefits for employees which include, but are not limited to, employer paid costs for employee insurance programs, employer-paid payroll-related taxes, sick leave, holidays, vacation and retirement. Overhead for this Consultant Services Contract is fixed for the duration of the CONTRACT at a rate of ###.00 percent for CONSULTANT personnel located in the CONSULTANT's Office and fixed at a

rate of ###.00 percent for CONSULTANT personnel located in a CITY office. At the ON-CALL MANAGER's discretion, the subconsultants' overhead rates are subject to review and approval by the ON-CALL MANAGER and shall remain fixed for the duration of the CONTRACT.

The CONSULTANT Office rate shall apply to CONSULTANT personnel on temporary assignment, not to exceed one month, at one of the CITY's offices. The CITY Office rate shall apply when the CONSULTANT personnel are on assignment at one of the CITY's offices for a period exceeding one month. The overhead rate selection for every CONSULTANT employee shall be approved by the ON-CALL MANAGER.

10.1.3 "Other Direct Cost" includes those costs of CONSULTANT directly identifiable to or incurred in the performance of services hereunder, including but not limited to reproduction, freight, messenger service, travel (in accordance with established CITY policies), equipment rented by CONSULTANT, auto rental, and mileage charges (based on IRS allowable amounts), and supplies used in the work . CONSULTANT must obtain CITY approval prior to incurring any travel expenses. Expenses related to CONSULTANT travel will be reimbursed based upon the CITY's policies and procedures that are in place at the travel time (**Exhibit E**). Any specialized items purchased for the task at the request of the CITY shall be charged to the CITY, and shall become the property of the CITY and delivered to the CITY. Any other items purchased for the task shall be the

property of the CONSULTANT, shall not be charged to the CITY, and will not be reimbursed. Communication expenses, cost of office space, equipment, and supplies furnished to CITY personnel at CONSULTANT's location shall be paid by the CITY. The CITY shall receive the full benefit of any free travel, frequent flyer mileage, discounts and/or any other advantages which are acquired by the CONSULTANT as a result of CITY sponsored travel.

10.1.4 "Subcontract Expenses" shall be the actual amount paid by CONSULTANT to subconsultant for their services to the CITY plus an administrative fee of five (5) percent. No administrative fee is allowed on Other Direct Costs by the subconsultants. The subconsultants shall bill the CONSULTANT for other direct costs as cost with no markup.

10.1.5 "Profit" shall be limited to ten (10) percent and shall be applied to the summation of "Billing Salary Rates" and "Overhead".

10.2 Cost Reimbursement - Hourly Billing Rate Basis

Cost Reimbursement - Hourly Billing Rate is a method of compensation whereby CONSULTANT is compensated on an hourly basis pursuant to established Hourly Billing Rates set forth in **Exhibit F**. The Hourly Billing Rates shall be approved by the ON-CALL MANAGER for CONSULTANT employees' time directly chargeable to their performance of the project work. The Hourly Billing Rate shall include salary, fringe benefits, overhead, profit and all other business expenses incurred

by CONSULTANT. Reimbursement for Other Direct Costs and Subcontract Expenses shall be in accordance with Sections 10.1.3 and 10.1.4 of this CONTRACT.

Actual CONSULTANT salaries may be increased at the discretion of CONSULTANT's management. However, Hourly Billing Rate increases are limited to once per year, per employee, on the anniversary date of the CONSULTANT's CONTRACT execution, and are subject to the approval of the ON-CALL MANAGER. Any adjustments to the CONSULTANT's Hourly Billing Rates for a Task Order shall be in accordance with established BUREAU policies, existing at the time the adjustment is approved.

If a CONSULTANT employee is promoted to a new classification or position, documentation shall be provided to the ON-CALL MANAGER. CONSULTANT shall provide explanation of the higher responsibilities of the CONSULTANT employee in the new classification or position as relating to the Task Order. CONSULTANT may increase the Hourly Billing Rate due to promotion, subject to the approval of the ON-CALL MANAGER.

Subconsultant Hourly Billing Rates are negotiated by Task Order. Any adjustments to subconsultants' Hourly Billing Rates shall be reviewed and approved by the ON-CALL MANAGER prior to invoicing. Adjustments to subconsultants' Hourly Billing Rates may be increased one time per year, per

employee, on the anniversary date of the CONSULTANT's CONTRACT execution, and are subject to approval of the ON-CALL MANAGER. Any such increases shall be in accordance with established BUREAU policy existing at the time the adjustment is approved.

10.3 Lump Sum Basis

Lump Sum Basis is a method of compensation whereby CONSULTANT is compensated for percent completion of designated milestones for a specific task order. All of the CONSULTANT's costs including employee salaries, overhead, other direct costs, subcontract expenses, and profit are included in the Lump Sum Amount.

10.4 Proposed Project Cost Breakdown

At the discretion of the ON-CALL MANAGER, the Sample Project Service Cost Proposal Worksheet [**Exhibit G**], attached hereto and incorporated herein by this reference, may be used or modified for the estimated total cost by task for each Task Order. For Task Orders specifying a Cost Reimbursement – Billing Salary Rate compensation method, the Proposed Project Cost Worksheet shall be based upon the estimated hours of labor at estimated Billing Salary Rates, the allocated overhead, Other Direct Cost, Subcontract Expenses, and profit. For Task Orders specifying a Cost Reimbursement - Hourly Billing Rate compensation

method, the Proposed Project Cost Worksheet shall be based upon the estimated hours of labor at estimated Hourly Billing Rates, Other Direct Cost, and Subcontract Expenses. For Task Orders specifying a Lump Sum compensation method, the Proposed Project Cost Worksheet shall set forth the total project cost and the appropriate payment milestones.

The amount shown for each task on a Proposed Project Cost Worksheet are estimates only, and unexpended funds allocated for one task may be used for another task as long as the total Cost Breakdown specified in the Task Order is not exceeded. Such reallocation of funds must have the prior written approval of the ON-CALL MANAGER.

10.5 Compensation

CONSULTANT agrees to perform the work specified in Article 4.4, and CITY shall compensate CONSULTANT on a Cost Reimbursement – Billing Salary Rate basis, a Cost Reimbursement - Hourly Billing Rate basis, a Lump Sum basis, or a combination thereof, at the sole discretion of the ON-CALL MANAGER. ON-CALL MANAGER shall designate the compensation method in the Task Orders to be issued under this CONTRACT. If the TASK ORDER Solicitation specifies the compensation as being on a Cost Reimbursement – Billing Salary Rate basis or a Cost Reimbursement - Hourly Billing Rate basis, payment shall be made in accordance with the Proposed Project Cost Breakdown to be provided for ON-

CALL MANAGER approval prior to issuance of NOTICE TO PROCEED for any Task under this CONTRACT. Billing Salary Rates, Hourly Billing Rates, Subcontract Expenses, Overhead, and Other Direct Costs shall be in accordance with rates set herein. The total cost ceiling shall be stated in the Task Order.

If the Task Order Solicitation specifies the compensation as being on a Lump Sum basis, payment shall be made upon the satisfactory completion of the tasks or milestones, or percent completion thereof, as set forth in the Task Order. The total cost ceiling shall be stated in the Task Order.

10.7 Invoicing and Payment

10.7.1 For Task Orders specifying a Cost Reimbursement – Billing Salary Rate basis or a Cost Reimbursement - Hourly Billing Rate basis method of payment, CONSULTANT shall, once each month, submit to ON-CALL MANAGER an original and three (3) copies of a complete and valid invoice with required back up documents in a format acceptable to the CITY which will include all costs for services provided during the preceding month. ON-CALL MANAGER shall review CONSULTANT's invoice and notify CONSULTANT of exceptions or disputed items and their dollar value.

10.7.2 For Task Orders specifying a Lump Sum method of payment, CONSULTANT shall submit to the ON-CALL MANAGER, upon the satisfactory completion

of each task/milestone, an original and three (3) copies of a complete and valid invoice in a format acceptable to the ON-CALL MANAGER. ON-CALL MANAGER shall review CONSULTANT's invoices and notify CONSULTANT of exceptions or disputed items and their dollar value. The total invoice amount, less any exceptions or disputed items shall be considered approved for payment.

All invoices shall be prepared in such form and supported by such copies of invoices, payrolls, time sheets, and other documents of proof as may be required by ON-CALL MANAGER to establish the amount of such invoices for allowable expenses.

10.7.3 CITY will make a good faith effort to pay CONSULTANT all amounts approved for payment within thirty (30) days after ON-CALL MANAGER receives CONSULTANT's correct and valid invoice, including all required documentation.

10.7.4 The CITY will not pay for CONSULTANT's nor subconsultant's personnel for invoice preparation. The CITY will not pay for CONSULTANT's nor subconsultant's communications expenses and computer lease, rental or hourly time charges.

10.7.5 For Task Orders over \$100,000, a Subconsultant Utilization Invoice Attachment [**Exhibit C**], listing subconsultant amounts invoiced shall also be submitted as part of the monthly invoice. CONSULTANT must provide

an explanation for any item that falls short of the planned utilization with specific plans and recommendations for recovering any shortfalls in utilization. No such invoice shall be paid without the Subconsultant Utilization Invoice Attachment.

10.7.6 All invoices shall be subject to audit. Support for any Other Direct Cost items less than \$25 need not be submitted by CONSULTANT unless specifically requested by CITY.

10.7.7 All charges related to the performance of the CONSULTANT's work for any Task Order, including the work of any subcontractors or subconsultants, shall be invoiced to the CITY within six months of TOS expiration. The CITY will not reimburse the CONSULTANT for any charges related to any Task Order invoiced to the CITY after six months.

10.7.8 If the project requires and if mutually agreed upon by the CONSULTANT and the CITY, specialty subconsultant services may be requested on a specific project Task Order. The Cost Reimbursement - Hourly Billing Rate method of compensation will be used when invoicing the CITY for the specialty subconsultant services. Hourly Billing Rates shall be at the rates approved by the ON-CALL MANAGER to be charged by the subconsultant for employees' time directly chargeable to their performance of the project work. The Hourly Billing Rate shall include salary, fringe benefits,

overhead, profit and all other business expenses incurred by the subconsultant.

10.7.9 Within 15 days of discovery, CONSULTANT shall notify the ON-CALL MANAGER in writing when costs reach 75 percent (75%) of the amount authorized for the Task Order. Failure to provide written notification may result in late payment of invoices.

10.7.11 CITY shall not be obligated to reimburse CONSULTANT for costs incurred in excess of the Proposed Project Cost Breakdown set forth.

CONSULTANT shall not be obligated to continue performance (including actions under the temporary stop work or termination clauses) or otherwise incur costs in excess of the Proposed Project Cost Breakdown, either, unless and until, ON-CALL MANAGER shall have notified CONSULTANT in writing, or, unless and until CONSULTANT notifies ON-CALL MANAGER prior to work and ON-CALL MANAGER agrees to additional work in writing, that such Proposed Project Cost Breakdown has been increased and shall have specified in such notice an estimated Proposed Project Cost Breakdown which shall thereupon constitute the cost performance of this CONTRACT. In the absence of the specified notice, CITY shall not be obligated to reimburse CONSULTANT for any costs in excess of the Proposed Project Cost Breakdown set forth, whether those costs were incurred during the course of the CONTRACT

or as a result of termination.

10.7.12 CITY liability under this CONTRACT shall only be to the extent of the present appropriation to fund the CONTRACT. No action, statement, or omission of any officer, agent, or employee of CITY shall impose any obligation upon CITY, such officer, agent, or employee, except to the extent CITY has appropriated funds and otherwise in accordance with the terms of this CONTRACT.

CONSULTANT and CITY agree that no indebtedness for work performed which results in costs under this CONTRACT shall arise against CITY until and unless there is an appropriation of funds to pay for such work. However, if CITY shall appropriate funds for any successive fiscal years, CITY's liability shall be extended to the extent of such appropriation subject to the terms and conditions of this CONTRACT.

10.7.13 False Claims Act

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

ARTICLE 11 - AMENDMENTS, CHANGES, OR MODIFICATIONS

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

ARTICLE 12 – INDEMNIFICATION AND INSURANCE

12.1 INDEMNIFICATION

Except for the active negligence or willful misconduct of CITY, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, 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 to the extent of the negligent acts, errors, omissions or willful misconduct incident to the performance of this AGREEMENT by the CONSULTANT or its SUBCONSULTANTS of any tier. Rights and remedies available to the CITY under this provision are cumulative of those provided for elsewhere in this AGREEMENT and those allowed under the laws of the United States, the State of

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

12.2 INSURANCE

During the term of this CONTRACT and without limiting the CONSULTANT'S indemnification of the CITY, the CONSULTANT shall provide and maintain at its own expense during the term of this CONTRACT a program of insurance having the coverage and limits customarily carried and actually arranged by CONSULTANT but not less than the amounts and types listed on the Insurance Requirements Sheet (Form Gen 146/IR), in **EXHIBIT H** hereto, covering its operations hereunder. Such insurance shall conform to CITY requirements as established by Charter, ordinance, or policy and shall comply with the instructions set forth, in **EXHIBIT H**, and which can also be found at the Board of Public Work's website:

<http://bpw.lacity.org/Secretariat/Insurance.html>, in the form Instructions and Information on Complying with CITY Insurance Requirements, rev 05/12, and shall otherwise be in a form acceptable to the City Administrative Officer, Risk Management. The CONSULTANT shall comply with all insurance Contractual Requirements shown on **EXHIBIT H** hereto. **EXHIBIT H** is hereby incorporated by reference and made a part of this CONTRACT.

12.3 BONDS

All bonds which may be required hereunder shall conform to CITY requirements established by Charter, ordinance or policy, and shall be filed with the Office of the City

Administrative Officer, Risk Management for its review and acceptance in accordance with Sections 11.47 through 11.56 of the Los Angeles Administrative Code.

ARTICLE 13 – INDEPENDENT CONTRACTORS

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

ARTICLE 14 – WARRANTY AND RESPONSIBILITY OF CONSULTANT

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

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

ARTICLE 15 - INTELLECTUAL PROPERTY INDEMNIFICATION

The 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 SUBCONSULTANTS 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 SUBCONSULTANTS of any tier, under the AGREEMENT. Rights and remedies available to the CITY under this provision are cumulative of those provided for elsewhere in this CONTRACT and those allowed under the laws of the United States, the State of California, and the CITY. The provisions of this article shall survive expiration or termination of this CONTRACT.

ARTICLE 16 INTELLECTUAL PROPERTY WARRANTY

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

ARTICLE 17 – OWNERSHIP AND LICENSE

Unless otherwise provided for herein, all Work Products originated and prepared by CONSULTANT or its SUBCONSULTANTS 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. Reuse of work products on projects not covered by this agreement is at the sole risk of the CITY. 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, trademark, 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 SUBCONSULTANTS 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 SUBCONSULTANTS 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 SUBCONSULTANTS 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.

ARTICLE 18 – SUCCESSORS AND ASSIGNS

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

ARTICLE 19 – CONTACT PERSONS - PROPER ADDRESSES - NOTIFICATION

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

To The CITY:

Contact Person: Division Manager, Wastewater Engineering Services Division

Address: 2714 Media Center Drive, Los Angeles, CA 90065

To CONSULTANT:

Contact Person:

Address:

ARTICLE 20 – FORCE MAJEURE

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

ARTICLE 21 – SEVERABILITY

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

ARTICLE 22 – DISPUTES

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

ARTICLE 23 – ENTIRE AGREEMENT

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

ARTICLE 24 – APPLICABLE LAW, INTERPRETATION, AND ENFORCEMENT

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the CITY including but not limited to laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This AGREEMENT and its performance shall be enforced and interpreted under the laws of the State of California. All causes of action arising directly or indirectly from the business relationship evidenced by this AGREEMENT must be filed in the appropriate state or federal court located in Los Angeles County, California, and each party agrees to be subject to the jurisdiction of the State of California regardless of their residence. CONSULTANT shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this AGREEMENT.

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

ARTICLE 25 – CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION

CERTIFICATE REQUIRED

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

ARTICLE 26 – WAIVER

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

ARTICLE 27 – PROHIBITION AGAINST ASSIGNMENT OR DELEGATION

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

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

ARTICLE 28 – PERMITS

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

ARTICLE 29 – DISCOUNTS

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

ARTICLE 30 - CLAIMS FOR LABOR AND MATERIALS

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

ARTICLE 31 – BREACH

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

ARTICLE 32 - NON-DISCRIMINATION

Unless otherwise exempt, this CONTRACT is subject to the non-discrimination provisions in Sections 10.8 through 10.8.2 of the Los Angeles Administrative Code, as amended from time to time. The CONSULTANT shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of

America, the State of California, and the CITY. In performing this CONTRACT, CONSULTANT shall not discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, domestic partner status, marital status or medical condition. Any subcontract entered into by CONSULTANT, to the extent allowed hereunder, shall include a like provision for work to be performed under this CONTRACT.

Failure of CONSULTANT to comply with this requirement or to obtain the compliance of its SUBCONSULTANTS 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.

ARTICLE 33 - EQUAL EMPLOYMENT PRACTICES

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

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

1. This provision applies to work or service performed or materials

manufactured or assembled in the United States.

2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
3. CONSULTANT agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.

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

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

D. CONSULTANT shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of CITY contracts. On their or either of their request

CONSULTANT shall provide evidence that he or she has or will comply therewith.

- E. The failure of any CONSULTANT to comply with the Equal Employment Practices provisions of this CONTRACT may be deemed to be a material breach of CITY contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard have been given to CONSULTANT.
- F. Upon a finding duly made that CONSULTANT has failed to comply with the Equal Employment Practices provisions of a CITY contract, the CONTRACT may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the CITY. In addition thereto, such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the CONSULTANT is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, CONSULTANT shall be disqualified from being awarded a contract with the CITY for a period of two years, or until CONSULTANT shall establish and carry out a program in conformance with the provisions hereof.
- G. Notwithstanding any other provision of this CONTRACT, the CITY shall have any and all other remedies at law or in equity for any breach hereof.
- H. Intentionally blank.

- I. Nothing contained in this CONTRACT shall be construed in any manner so as to require or permit any act which is prohibited by law.
- J. At the time a supplier registers to do business with the CITY, or when an individual bid or proposal is submitted, CONSULTANT shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of CITY Contracts.
- K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
 - 1. Hiring practices;
 - 2. Apprenticeships where such approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
 - 3. Training and promotional opportunities; and
 - 4. Reasonable accommodations for persons with disabilities.
- L. Any subcontract entered into by CONSULTANT, to the extent allowed hereunder, shall include a like provision for work to be performed under this CONTRACT. Failure of CONSULTANT to comply with this requirement or to obtain the compliance of its SUBCONSULTANTS with all such obligations shall subject CONSULTANT to the imposition of any and all sanctions allowed by law, including but not limited to termination of the CONSULTANT'S CONTRACT with the CITY.

ARTICLE 34 - AFFIRMATIVE ACTION PROGRAM

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

time to time.

- A. During the performance of a CITY contract, CONSULTANT certifies and represents that CONSULTANT and each SUBCONSULTANT hereunder will adhere to an affirmative action program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
 - 1. This provision applies to work or services performed or materials manufactured or assembled in the United States.
 - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 - 3. CONSULTANT shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- C. As part of the CITY'S supplier registration process, and/or at the request of the awarding authority or the Office of Contract Compliance, CONSULTANT shall certify on an electronic or hard copy form to be supplied, that CONSULTANT has not discriminated in the performance of CITY contracts against any employee or

applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

- D. CONSULTANT shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of CITY contracts, and on their or either of their request to provide evidence that it has or will comply therewith.
- E. The failure of any CONSULTANT to comply with the Affirmative Action Program provisions of CITY contracts may be deemed to be a material breach of contract. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to CONSULTANT.
- F. Upon a finding duly made that CONSULTANT has breached the Affirmative Action Program provisions of a CITY contract, the CONTRACT may be forthwith cancelled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the CITY. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said CONSULTANT is an irresponsible bidder or proposer pursuant to the

provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such CONSULTANT shall be disqualified from being awarded a contract with the CITY for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.

- G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that CONSULTANT has been guilty of willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a CITY contract, there may be deducted from the amount payable to CONSULTANT by the CITY under the contract, a penalty of ten dollars (\$10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a CITY contract.
- H. Notwithstanding any other provisions of a CITY contract, the CITY shall have any and all other remedies at law or in equity for any breach hereof.
- I. Intentionally blank.
- J. Nothing contained in CITY contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.
- K. CONSULTANT shall submit an Affirmative Action Plan which shall meet the requirements of this chapter at the time it submits its bid or proposal or at the time it registers to do business with the CITY. The plan shall be subject to approval by the Office of Contract Compliance prior to award of the CONTRACT. The awarding authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to

develop, improve or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve months from the date of approval by the Office of Contract Compliance. In case of prior submission of a plan, CONSULTANT may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, CONSULTANT must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the CONTRACT is awarded.

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

- L. The Office of Contract Compliance shall annually supply the awarding authorities of the CITY with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for

the entire contract term without the mutual agreement of the awarding authority and CONSULTANT.

- M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
1. Apprenticeship where approved programs are functioning and other on-the-job training for non-apprenticeable occupations;
 2. Classroom preparation for the job when not apprenticeable;
 3. Pre-apprenticeship education and preparation;
 4. Upgrading training and opportunities;
 5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;
 6. The entry of qualified women, minority and all other journeymen into the industry; and
 7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.
- N. Any adjustments which may be made in the contractor's or supplier's work force

to achieve the requirements of the CITY'S Affirmative Action Contract Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the work force or replacement of those employees who leave the work force by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.

- O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the contractor at his or her discretion. Approved Affirmative Action Agreements become the property of the CITY and may be used at the discretion of the CITY in its Contract Compliance Affirmative Action Program.
- P. Intentionally blank.
- Q. All CONTRACTORS subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the CONTRACT with the CITY and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the CONTRACTOR to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the CONTRACTOR to the imposition of any and all sanctions allowed by law, including but not limited to termination of the CONTRACTOR'S CONTRACT with the CITY.

ARTICLE 35 – CHILD SUPPORT ASSIGNMENT ORDERS

This CONTRACT is subject to the Child Support Assignment Orders Ordinance, Section 10.10 of the Los Angeles Administrative Code, as amended from time to time. Pursuant to the Child Support Assignment Orders Ordinance, 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 SUBCONSULTANTS 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.

ARTICLE 36 – LIVING WAGE ORDINANCE AND SERVICE CONTRACTOR

WORKER RETENTION ORDINANCE

- A. Unless otherwise exempt in accordance with the provisions of this Ordinance, this AGREEMENT is subject to the applicable provisions of the Living Wage Ordinance (LWO), Section 10.37 et seq. of the Los Angeles Administrative Code, as amended from time to time, and the Service Contractor Worker Retention Ordinance (SCWRO), Section 10.36 et seq., of the Los Angeles Administrative Code, as amended from time to time. These Ordinances require the following:
1. The CONSULTANT assures payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of benefits of compensated and uncompensated days off and health benefits, as defined in the LWO.

2. The CONSULTANT further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. CONSULTANT shall require each of its SUBCONSULTANTS within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. CONSULTANT shall receive and retain on file the executed pledges from each such SUBCONSULTANT within ninety (90) days of the execution of the Subcontract. CONSULTANT'S evidence of executed pledges from each such SUBCONSULTANT shall fully discharge the obligation of the CONSULTANT to comply with the provision in the LWO contained in Section 10.37.6(c) concerning compliance with such federal law.
3. The CONSULTANT, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the CITY with regard to the employer's compliance or anticipated compliance with the LWO, for opposing any practice proscribed by the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. CONSULTANT shall post the Notice of Prohibition Against Retaliation provided by the CITY.
4. Any Subcontract entered into by the CONSULTANT relating to this AGREEMENT, to the extent allowed hereunder, shall be subject to the

provisions of LWO and the SCWRO, and shall incorporate the LWO and the SCWRO.

5. The CONSULTANT shall comply with all rules, regulations and policies promulgated by the CITY'S Designated Administrative Agency, which may be amended from time to time.

- B. Under the provisions of Section 10.36.3(c) and Section 10.37.6(c) of the Los Angeles Administrative Code, the CITY shall have the authority, under appropriate circumstances, to terminate this AGREEMENT and otherwise pursue legal remedies that may be available if the CITY determines that the subject CONSULTANT has violated provisions of the LWO and the SCWRO or both.
- C. Where under the LWO Section 10.37.6(d), the CITY'S Designated Administrative Agency has determined (a) that the CONSULTANT is in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, the CITY in such circumstances may impound monies otherwise due the CONSULTANT in accordance with the following procedures. Impoundment shall mean that from monies due the CONSULTANT, the CITY may deduct the amount determined to be due and owing by the CONSULTANT to its employees. Such monies shall be placed in the holding account referred to in LWO Section 10.37.6(d) (3) and disposed of under procedures there described through final and binding arbitration. Whether the CONSULTANT is to continue work following an impoundment shall remain in the sole discretion of the CITY. The CONSULTANT may not elect to discontinue work either because there has

been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.

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

ARTICLE 37 – AMERICANS WITH DISABILITIES ACT

The CONSULTANT hereby certifies that it will comply with the Americans with Disabilities Act 42 U.S.C. Section 12101 et seq. and its implementing regulations. The CONSULTANT will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. The CONSULTANT will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by the CONSULTANT, relating to this AGREEMENT, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

ARTICLE 38 – CONTRACTOR RESPONSIBILITY ORDINANCE

Unless otherwise exempt, this CONTRACT is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 et seq., of the Los Angeles Administrative Code,

as amended from time to time, which requires CONSULTANT to update its responses to the responsibility questionnaire within thirty (30) CALENDAR DAYS after any change to the responses previously provided if such change would affect CONSULTANT'S fitness and ability to continue performing this CONTRACT.

In accordance with the provisions of the Contractor Responsibility Ordinance, by signing this CONTRACT, CONSULTANT pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this CONTRACT, including but not limited to, laws regarding health and safety, labor and employment, wages and hours, and licensing laws which affect employees. CONSULTANT further agrees to: (1) notify the CITY within thirty (30) CALENDAR DAYS after receiving notification that any government agency has initiated an investigation which may result in a finding that CONSULTANT is not in compliance with all applicable federal, state and local laws in performance of this CONTRACT; (2) notify the CITY within thirty (30) CALENDAR DAYS of all findings by a government agency or court of competent jurisdiction that CONSULTANT has violated the provisions of Section 10.40.3(a) of the Contractor Responsibility Ordinance; (3) unless exempt, ensure that its SUBCONSULTANT(S), as defined in the Contractor Responsibility Ordinance, submit a Pledge of Compliance to the CITY; and (4) unless exempt, ensure that its SUBCONSULTANT(S), as defined in the Contractor Responsibility Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify the CITY within thirty (30) CALENDAR DAYS after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.40.3(a) of the Contractor Responsibility Ordinance in performance of the subcontract.

ARTICLE 39 – LOS ANGELES BUSINESS INCLUSION PROGRAM

CONSULTANT agrees and obligates itself to utilize the services of Minority, Women, Small, Emerging, Disabled Veteran and Other Business Enterprise (MBE/WBE/SBE/EBE/DVBE/OBE) firms on a level so designated in its proposal, if any.

CONSULTANT certifies that it has complied with Mayoral Executive Directive 14 regarding the Outreach Program for Personal Services Contracts (if applicable).

CONSULTANT shall not change any of these designated subconsultants, nor shall CONSULTANT reduce their level of effort, without prior written approval of the CITY, provided that such approval shall not be unreasonably withheld.

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

ARTICLE 40 – EQUAL BENEFITS ORDINANCE

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

- A. During the performance of the CONTRACT, the CONSULTANT certifies and represents that the CONSULTANT will comply with the EBO.
- B. The failure of the CONSULTANT to comply with the EBO will be deemed to be a material breach of this CONTRACT by the CITY.

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

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

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

ARTICLE 41 – SLAVERY DISCLOSURE ORDINANCE

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

ARTICLE 42 – CONTRACTOR PERFORMANCE EVALUATION ORDINANCE

At the end of this AGREEMENT, the CITY will conduct an evaluation of the CONSULTANT'S performance. The CITY may also conduct evaluations of the CONSULTANT'S performance during the term of the AGREEMENT. As required by Section 10.39.2 of the Los Angeles Administrative Code, evaluations will be based on a number of criteria, including the quality of the work product or service performed, the timeliness of performance, financial issues, and the expertise of personnel that the CONSULTANT assigns to the AGREEMENT. A Contractor who receives a "Marginal" or "Unsatisfactory" rating will be provided with a copy of the final CITY evaluation and allowed fourteen (14) CALENDAR DAYS to respond. The CITY will use the final CITY evaluation, and any response from the CONSULTANT, to evaluate proposals and to conduct reference checks when awarding other service contracts.

ARTICLE 43 – MUNICIPAL LOBBYING ORDINANCE

Any Contractor for the CITY shall submit a certification, on a form prescribed by the

City Ethics Commission, that the CONSULTANT acknowledges and agrees to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance, **Exhibit M**, if the CONSULTANT qualifies as a lobbying entity under the Ordinance. The exemptions contained in Los Angeles Administrative Code Section 10.40.4 shall not apply to this subsection.

ARTICLE 44 - FIRST SOURCE HIRING ORDINANCE

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

CONSULTANT shall, prior to the execution of the CONTRACT, provide to the Designated Administrative Agency (DAA) a list of anticipated employment opportunities that CONSULTANT estimate they will need to fill in order to perform the services under the CONTRACT. The Department of Public Works Office of Contract Compliance is the DAA. CONSULTANT further pledges that it will, during the term of the CONTRACT, shall a) At least seven (7) business days prior to making an announcement of a specific employment opportunity, provide notifications of that employment opportunity to the Community Development Department (CDD), which will refer individuals for interview; b) Interview qualified individuals referred by CDD; and c) Prior to filling any employment opportunity, the CONSULTANT shall inform the DAA of the names of the Referral Resources used, the names of the individuals they referred, the names of the referred individuals who the CONSULTANT interviewed and the reasons why referred

individuals were not hired.

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

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

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

Under the provisions of Section 10.44.8 of the Los Angeles Administrative Code, the Awarding Authority shall, under appropriate circumstances, terminate this CONTRACT and otherwise pursue legal remedies that may be available if the Designated Administrative Agency determines that the subject CONSULTANT has violated provisions of the FSHO.

ARTICLE 45. COMPLIANCE WITH LOS ANGELES CITY CHARTER SECTION 470(c)(12) FOR MEASURE H/CONTRACTOR CONTRIBUTIONS/FUNDRAISING

The CONSULTANT, Subcontractors, and their Principals are obligated to fully comply with City of Los Angeles Charter Section 470(c)(12) and related ordinances, regarding

limitations on campaign contributions and fundraising for certain elected CITY officials or candidates for elected CITY office if the contract is valued at \$100,000 or more and requires approval of a CITY elected official. Additionally, CONSULTANT is required to provide and update certain information to the CITY as specified by law. Any CONSULTANT subject to Charter Section 470(c)(12), shall include the following notice in any contract with a subcontractor expected to receive at least \$100,000 for performance under this contract:

Notice Regarding Los Angeles Campaign Contribution and Fundraising Restrictions

As provided in Charter Section 470(c)(12) and related ordinances, you are subcontractor on City of Los Angeles contract #_____. Pursuant to City Charter Section 470(c)(12), subcontractor and its principals are prohibited from making campaign contributions and fundraising for certain elected City officials or candidates for elected City office for 12 months after the City contract is signed. Subcontractor is required to provide to contractor names and addresses of the subcontractor's principals and contact information and shall update that information if it changes during the 12 month time period. Subcontractor's information included must be provided to contractor within 5 business days. Failure to comply may result in termination of contract or any other available legal remedies includes fines. Information about the restrictions may be found at the City Ethics Commission's website at <http://ethics.lacity.org/> or by calling 213/978-1960.

CONSULTANT, Subcontractors, and their Principals shall comply with these requirements and limitations. Violation of this provision shall entitle the CITY to terminate this AGREEMENT and pursue any and all legal remedies that may be available.

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

CITY OF LOS ANGELES

CONTRACTOR NAME

By: _____

By: _____

Title: Commissioner, Board of Public Works

Title: _____

Date: _____

Date: _____

By: _____

Title: Commissioner, Board of Public Works

Date: _____

APPROVED AS TO FORM

MICHAEL N. FEUER, City Attorney

By: _____

John A. Carvalho

Title: Deputy City Attorney

Date: _____

ATTEST:

JUNE LAGMAY, City Clerk

By: _____

Title: Deputy City Clerk

Date: _____

9/13/13

City of Los Angeles Mail - RE: Final Draft_Bureau of Sanitation New Pre-Qualified Oncall Contract

TRANSMITTAL 10



Debbie Pham <debbie.pham@lacity.org>

RE: Final Draft_Bureau of Sanitation New Pre-Qualified Oncall Contract

Livingston, Omone (Monrovia) <Omone.Livingston@worleyparsons.com> Mon, Sep 9, 2013 at 3:24 PM

To: Debbie Pham <debbie.pham@lacity.org>

Cc: Ali Poosti <Ali.Poosti@lacity.org>, "Murphy, Sean (Houston)" <Sean.Murphy@worleyparsons.com>, "Dolynny, Allan (Monrovia)" <Allan.Dolynny@worleyparsons.com>, "Hall, John (Monrovia)" <John.Hall@worleyparsons.com>, "Laccinole, Matt (Seattle)" <Matt.Laccinole@worleyparsons.com>, "Morgan, Oliver (Los Angeles)" <Oliver.Morgan@worleyparsons.com>, "Burris, Ken (Houston)" <ken.burris@worleyparsons.com>

Hi Debbie,

Sorry, we have been missing each other's phone calls.

We remain convinced that WorleyParsons has the experience and capability to perform the proposed services but regretfully, due to our long term commitment to serving our customers around the globe, we are unable to accept the level of liability inherent in the Bureau's proposed terms.

Please let me know if you have any questions.

Thank you.

Regards,

Omoné O. Livingston**Manager – Water/Wastewater, Western Operations | WorleyParsons Group**

Tel: 626-599-7439 | Mob: 626-417-5690 | Fax: 626-803-9030

1303 West Optical Drive | Azusa | CA | 91702 | United States of America

Omone.Livingston@WorleyParsons.com | www.worleyparsons.com**From:** Debbie Pham [mailto:debbie.pham@lacity.org]**Sent:** Monday, September 09, 2013 1:01 PM**To:** Livingston, Omone (Monrovia)**Cc:** Ali Poosti; Murphy, Sean (Houston)**Subject:** Re: Final Draft_Bureau of Sanitation New Pre-Qualified Oncall Contract

Hi Omone,

9/13/13

City of Los Angeles Mail - RE: Final Draft_Bureau of Sanitation New Pre-Qualified Oncall Contract

I checked with Ali regarding your conversation with him last week.

For now, per my previous email, we are moving forward with the Board Report and assume that your firm accepted our contract.

Please let Ali or me know if you have any questions. Thanks.

Debbie

On Fri, Sep 6, 2013 at 1:51 PM, Debbie Pham <debbie.pham@lacity.org> wrote:

Hi Omone,

I haven't heard back from you. Would you please send me an email to confirm whether your firm accept or reject our offer? I was told that the report is being forwarded to Bureau of ConAd for signature, but I still can pull your contract back if your firm dedices not to take the offer.

Thanks,

Debbie

On Fri, Aug 30, 2013 at 1:52 PM, Debbie Pham <debbie.pham@lacity.org> wrote:

Hi Omone,

As previously indicated, our contract languages are in line with other contracts as well as the Bureau of Engineering's Oncall contract.

Please let us know if the contract is acceptable to your firm or not by Tuesday, 9/3/2013.

We will move forward on Tuesday 9/3 to process the Board Report to make recommendations and to obtain the authority to sign contract agreement.

Please let Ali or me know if you have any questions.

Best Regards,

Debbie

On Wed, Aug 28, 2013 at 4:59 PM, Livingston, Omone (Monrovia) <Omone.Livingston@worleyparsons.com> wrote:

Hi Debbie,

Thank you for sending the Final Draft Bureau of Sanitation New Pre-Qualified On-Call Contract. I appreciate it.

WorleyParsons will not be able to provide an answer by Thursday (8/29/2013) to the Final Draft On-Call Contract pending internal discussions.

WorleyParsons look forward to working with the City of Los Angeles Bureau of Sanitation soon.

Regards,

Omoné O. Livingston

Manager – Water/Wastewater, Western Operations | WorleyParsons Group

Tel: 626-599-7439 | Mob: 626-417-5690 | Fax: 626-803-9030

1303 West Optical Drive | Azusa | CA | 91702 | United States of America

Omoné.Livingston@WorleyParsons.com | www.worleyparsons.com

From: Debbie Pham [<mailto:debbie.pham@lacity.org>]

Sent: Tuesday, August 27, 2013 9:27 AM

To: Debbie Pham

Subject: Final Draft_Bureau of Sanitation New Pre-Qualified Oncall Contract

To All Firms on Proposed Pre-Qualified Oncall List:

Attached is the Final Draft of the New Oncall Contract.

The contract unit had spent a lot of time to review your comments and to address your concerns. We also met with the City Attorney to seek for advices last week.

We do note your suggestions and truly appreciate your comments. Unfortunately, we can only address some, but not all. Our contract languages are in line with Bureau of Engineering's Oncall contract. We had tried our best to address your concerns in this version and hope that you will accept this Master Contract.

If you feel that this revised contract version is still not acceptable, please let me know by Thursday (8/29/13).

For those firms already accepted the previous contract version, you don't need to respond. This version was revised to address the concerns from the contractor's perspective.

If I don't hear anything from your firms by Thursday (8/29/2013), I will finalize the contract and move forward with contract processing. Please note that though the Bureau makes recommendation to select your firm, the authority to approve and execute the contract resides in the Board of Public Works, City's Council, and the Mayor's Office.

Thank you so much for working with the Bureau to move this contract forward.

Best Regards,