


DEPARTMENT OF PUBLIC WORKS

BUREAU OF SANITATION
BUREAU OF CONTRACT ADMINISTRATION
JOINT BOARD REPORT NO. 1
April 17, 2013

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

APR 17 2013


Executive Officer

CD: ALL

AUTHORITY TO DISTRIBUTE A REQUEST FOR PROPOSALS (RFP) FOR AS
NEEDED SCALE CALIBRATION, REPAIRS AND MAINTENANCE
SERVICES

RECOMMENDATIONS

Authorize the Director of Bureau of Sanitation (Bureau) to:

1. Distribute and advertise the transmitted Request for Proposals (RFP) for as needed scale calibration, repairs and maintenance services at several BOS facilities.
2. Waive the Business Inclusion Program Outreach Requirement for this RFP for reasons discussed in this report.
3. Evaluate the proposals, select, and interview the most qualified proposer(s) based on established rating criteria.
4. Return to the Board of Public Works (Board) for authority to negotiate with the most qualified proposer(s).

TRANSMITTALS

1. Copy of the RFP for the as needed scale calibration, repairs and maintenance services at several BOS facilities.
2. Copy of the mailing list for distribution of the RFP.
3. Copy of the approved Bureau of Sanitation ED14 Waiver Request dated November 8, 2012.

DISCUSSION

Project Background:

The City of Los Angeles, Bureau of Sanitation (BOS) owns and operates the Central LA Recycling & Transfer Station (CLARTS), the Lopez Canyon Environmental Center (mulching and composting facility) and Harbor Mulching Facility.

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CLARTS has six truck scales used for weighing an average of 2800 tons per day of solid waste and yard trimming; Lopez Canyon Environmental Center has three truck scales used for weighing an average of 500 tons per day of yard trimmings and brush; and Harbor Mulching Facility has one truck scale used for weighing an average of 80 tons per day of yard trimmings and brush. A single contract to service all ten truck scales is needed for on-going calibration and maintenance of these truck scales in a professional and timely manner.

Therefore, the City seeks the distribution of a RFP (Transmittal #1) to secure as needed scale calibration, repairs and maintenance services contract to fulfill the City's needs.

Proposed Term of Contract:

The proposed contract term will be three (3) years with one (1) renewal option for an additional three (3) years.

REQUEST FOR PROPOSALS (RFP):

This RFP is a solicitation for proposals from qualified and experienced contractors to provide the following services:

1. Quarterly calibration service for all scales located at all three BOS facilities.
2. As needed emergency service (response within 4 hours) scale calibration, repairs & maintenance.
3. As needed regular service (response within 24 hours) scale calibration, repairs & maintenance.

Rationale for Using a RFP

AFE's were previously issued for various locations to various vendors, which were time consuming limited and non-competitive. The RFP process is being employed to solicit as needed scale calibration, repairs and maintenance services for the greatest benefit to the City.

Selection Process and Evaluation Criteria:

The Bureau will send the RFP to all firms listed in Transmittal No. 2. A review committee consisting of City staff will evaluate all proposals according to the evaluation criteria in Table 1 below. The Bureau will then return to the Board for authority to negotiate with the most qualified proposer(s).

Table 1. Evaluation Criteria

Item No.	Category	Points
1	Prior Experience	0 - 30
2	Technical Requirements	0 - 30
3	Proposed Service Fee	0 - 40
TOTAL MAXIMUM POINTS		100

World Wide Web:

The RFP will be posted on the City's World Wide Web Site in compliance with City Council Motion 95-1060S2 (www.labavn.org).

Newspaper/Journal Announcement:

Upon authorization from the Board, this RFP will be advertised in at least one local newspaper (Metropolitan) and two trade journals (Waste Age Magazine and Scrap Publications). Firms that respond to the notice and public advertisement will be sent the RFP documents.

Compliance with Board RFP Policy:

As per Board policy, the RFP was delivered to the Secretary of the Board prior to Board consideration thereof.

Other City Requirements:

All proposers will be required to comply with the following City policies and requirements:

- City Business Tax Registration Certificate
- City of Los Angeles Non-Discrimination – Equal Employment Opportunity – Affirmative Action Program
- Insurance and Bonds
- Equal Benefits Ordinance package
- Living Wage Ordinance and Service Contractor Worker Retention Ordinance
- Slavery Disclosure Ordinance
- Los Angeles Residence Information Form
- Non-Collusion Affidavit
- Municipal Lobbying Ordinance/ Bidder Certification CEC Form 50
- City of Los Angeles Contract History form
- First Source Hiring Ordinance
- Contract Bidder Campaign Contribution and Fundraising Restrictions/ Bidder Certification CEC Form 55
- Child Support Obligation Policy
- Americans with Disabilities Act

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Attachments and forms pertaining to these requirements are included in the RFP.

Local Business Preference Ordinance

The City's Local Business Preference Program will be applied during Proposal Evaluation.

Business Inclusion Program

Due to the absence of subcontracting opportunities on this project, the Business Inclusion Program Outreach requirement was waived for this RFP (Transmittal No. 3).

Notification of Intent to Contract:

The required Notification of Intent to Contract was filed with the CAO Clearinghouse on August 20, 2010.

Charter Section 1022:

The Office of the City Administrative Officer (CAO) released the Charter 1022 determination on October 31, 2010 stating that there is no trained City staff to perform the work proposed to be contracted and additional staff cannot be employed and trained to meet the department's needs.

Contractor Responsibility Ordinance:

The most qualified proposer will be subject to compliance with the requirements specified in the City of Los Angeles' Contractor Responsibility Ordinance #173677, (Article 14, Chapter 1, Division 10, L.A.A.C.). 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 contract.

Contract Administration:

The Bureau of Sanitation's Solid Resources Processing and Construction Division (SRPCD) will manage the scale calibration, repairs and maintenance service.

Estimated Value of Contract:

The estimated value over six (6) years (includes one (1) three (3) year contract term with one (1) three (3) year renewal option) of the contracts is \$120,000 for as needed scale calibration, repairs and maintenance service. The funding source is the Solid Waste Resource Revenue Fund (Fund 100 and Account 3040) and there is no impact to the General Fund.

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Future Action:

Subsequent to the negotiation of the contract, the Bureau will request the Board for authority to award and execute the contract(s) negotiated with the highest rated proposer(s).

Respectfully submitted,

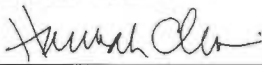


ENRIQUE C. ZALDIVAR, Director
Bureau of Sanitation



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

COMPLIANCE REVIEW PERFORMED
AND APPROVED BY:



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

Date: _____

Prepared by: Antranik Saiyan, SRPCD
(213) 485-2799

Request For Proposals

TRANSMITTAL 2

For

Highly Specialized Services



**CITY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS
BUREAU OF SANITATION
Enrique Zaldivar, Director
Varouj Abkian, Assistant Director
H.R. (Omar) Moghaddam, Regulatory Affairs Division**

APRIL 3, 2014

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

Request for Proposals for Highly Specialized Services

This Request for Proposals (RFP) is a solicitation for proposals from experienced contractors to provide as-needed highly specialized services for the City of Los Angeles, Department of Public Works, Bureau of Sanitation. The Proposals must be submitted in accordance with the requirements set forth in this document.

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

A MANDATORY PRE-PROPOSAL MEETING will be held for all interested PROPOSERS on:

DATE: MAY 7, 2014

TIME: 10AM Pacific Standard Time (PST)

**LOCATION: Conference Room C, 10th floor
Public Works Building
1149 S Broadway
Los Angeles, CA 90015**

All technical questions regarding the RFP shall be submitted to the address below in writing at least one (1) week prior to the pre-proposal meeting date. If the City deems it necessary to answer any questions, copies of all questions and responses will be posted on www.labavn.org as an addendum to the RFP. The identity of Proposers submitting questions will not be disclosed in the addendum. Questions of minor significance may be discussed verbally; however, only written responses may be considered to be part of the RFP requirements and may be incorporated into any subsequent contract(s) between the City of Los Angeles and the selected contractor.

Proposers shall direct all technical questions in writing to:

**Seth Carr
City of Los Angeles
Bureau of Sanitation
Regulatory Affairs Division
1149 S Broadway, 10th floor
Los Angeles, CA 90015
Telephone: (213) 847-5181
FAX: (213) 847-1779
Email: seth.carr@lacity.org**

**PROPOSAL DUE DATE:
JULY 1, 2014 BY 4:00 PM PST**

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

“This Pre-proposal conference is mandatory for all proposers who wish to submit proposals for this RFP. Failure to attend the pre-proposal conference meeting will result in the Contractor’s proposal being deemed non-responsive and be disqualified from being able to submit a proposal for this RFP.”

An original and 9 copies (total of 10 sets) of all materials must be received by **4:00 PM PST** on the Proposal due date. Performance of a BIP (Business Inclusion Program) outreach to Minority Business Enterprises (MBE), Women Business Enterprises (WBE), Small Business Enterprises (SBE), Emerging Business Enterprises (EBE), Disabled Veteran Business Enterprises (DVBE), and Other Business Enterprises (OBE) subconsultants must be completed on the Business Assistance Virtual Network (BAVN), www.labavn.org. All BIP outreach documentation must be submitted on the BAVN by 4:30 p.m. on the first calendar day following the day of the RFP response submittal deadline.

It is the sole responsibility of the Proposer to ensure that proposals are received at the location noted above by the due date. Proposals received after the exact date and time indicated will be deemed non-responsive and be excluded from consideration. A delivery acknowledgement will be issued upon receipt of the proposal package and will be provided to the Proposer’s delivery agent. Please allow sufficient time to check-in with building security when attending the Pre-proposal Meeting and submitting a proposal in person.

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

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ARTICLE 1 - GENERAL INFORMATION

1.1 Section Headings

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

1.2 Definitions

Words and phrases used herein shall have the same meaning as set forth opposite the same:

AGREEMENT/ CONTRACT	The contractual agreement between the CITY and the selected Proposer
BOARD	The Board of Public Works of the City of Los Angeles
BUREAU	The Bureau of Sanitation of the Department of Public Works, of the City of Los Angeles.
CALENDAR DAY	Each day beginning at 12:01 AM and ending twenty-four (24) hours thereafter at 12:00 AM midnight
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.
CITY PROJECT MANAGER	The CITY'S designated representative for all issues related to this CONTRACT.
CONSULTANT	The selected proposer.
CONTRACTOR	The selected Proposer(s) selected by the CITY through the evaluation process.
CONTRACT PROJECT MANAGER	The CONTRACTOR'S designated representative for all issues related to this CONTRACT.

DAYS	All days are CALENDAR DAYS unless noted.
HOLIDAYS	New Year's Day, Independence Day, Labor Day, Thanksgiving, Christmas and other holidays officially designated and observed as such by the CITY
MBE/WBE/OBE EBE/SBE/DVBE	Minority/Women/Other Business Enterprise Emerging Business Enterprises, Small Business Enterprises and Disabled Veterans Business Enterprises
PROPOSER	A vendor who has submitted a proposal for evaluation in response to this Request for Proposals (RFP) for Highly Specialized Services
RAD	Regulatory Affairs Division
RFP	This Request for Proposals
SUBCONTRACTOR	Any contractor, supplier, or vendor who is subcontracted by the selected PROPOSER to work on a CONTRACT.

Words in the plural form shall include the singular, and vice versa, and words imparting the masculine gender shall include the feminine. The terms "include" and "including" do not exclude items not enumerated that are in the same general class.

1.3 Introduction

1.3.1 Purpose

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

The BUREAU plans to utilize Consultants to provide services for regulatory, legislative, permit, legal and communication issues pertaining to the wastewater industry, during the course of a five (5) year period and 2 optional two (2)-year amendments. These services may assist the BUREAU in addressing issues related to: pretreatment, collection system operation and management, wastewater treatment operations and management, water recycling, water quality, watershed issues, Clean Water Act Section 303(d) listing and Total Maximum Daily Loads

(TMDLs), biosolids recycling, air quality, solid waste operations, communication and public outreach, climate change, sustainability and renewable energy.

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

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

1.3.2 Background

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

- **Pretreatment**

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

- **Collection System Operation and Management**

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

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

- **Wastewater Treatment Operations and Maintenance**

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

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

Additional regulatory pressures include the development and implementation of dozens of TMDLs, along the Los Angeles River, into which LAG and DCT discharge. Local Basin Plan amendments were proposed to provide appropriate interpretation of narrative standards, which could directly affect permit limits. Participation in the biennial development of CWA Sections 303 (d) and 305 (b) lists are necessary to identify and designate impaired waters. Implementation of the California Toxics Rule (CTR) with the State Implementation Plan (SIP) for California and the sunset provision, as well as the National Toxics Rule (NTR), may also require further evaluation. This is further complicated by growing technical sophistication for sampling and laboratory analyses, as outlined in new and proposed regulations, and as prompted by on-going studies. The

BUREAU continues to experience regulatory challenges regarding emerging contaminants of concern, situations, and problems, and must advocate legal challenges to regulations and permits.

- **Stormwater**

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

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

- **Water Recycling**

Water reclamation and reuse are components of the BUREAU's wastewater program. HTP, DCTWRP, and LAGWRP support water recycling and reuse; TITP produces reclaimed water. HTP provides up to 40 MGD of secondary treated water to the West/Central Basin Water District, which uses MF/RO to produce highly treated reclaimed water for seawater intrusion barrier along the Santa Monica Bay, irrigation, and industrial uses.

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

Laws and regulations, particularly the Water Reclamation Criteria of Title 22, direct how the BUREAU produces recycled water. The initial cost of complying with the TIWRP NPDES permit to remove effluent from the Los Angeles Harbor was approximately \$40 million for Phase I production with just 5 MGD of product water, with attendant increased maintenance costs. RWQCB-LAR Resolution 94-

009 requires “achieving total reuse of the TIWRP effluent by 2020.” Meanwhile, salinity and Total Dissolved Solids in Metropolitan Water District of Southern California water from the Colorado River Aqueduct and the California Aqueduct continue to rise, which increases wastewater and recycled water treatment costs.

- **Biosolids Recycling**

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

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

- **Air Quality**

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

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

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

- **Solid Waste Operations**

The BUREAU currently diverts approximately 75% of solid waste from landfills through the recycling programs. However, new laws and regulations continue to shape the requirements for disposition of solid wastes and its recyclable elements.

- **Communications and Public Outreach**

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

ARTICLE 2 – SCOPE OF SERVICES

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

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

Regional Beneficial uses and Basin Plans; develop CEQA/EIR environmental documents; review of U.S. EPA Guidance, reports, and other related documents; SWRCB Resolutions, reports, and other specific documents; review of RWQCB-LAR Resolutions, studies, reports, correspondence, plans and other specific documents; and development of reports and other documents based on the above and work of others;

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

ARTICLE 3 – REQUIREMENTS FOR RESPONDING TO RFP

Each proposal shall be submitted according to the following guidelines, including the information detailed below. Failure to abide by these instructions may render a proposal non-responsive.

3.1 Proposers' Submittal

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

3.1.1 Statement of Qualifications (SOQ)

Proposer(s) shall demonstrate capability to fulfill the Scope of Services and provide all the required information. Responses to the RFP shall be made in accordance with the format set forth in this RFP. Proposals shall

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

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

a. Cover Letter

The Proposer(s) shall submit a one-page letter of introduction, which shall include the name, address, and telephone number of the person who will be authorized to represent the Proposer(s). An officer authorized to bind the Proposer(s) to all commitments made in the SOQ must sign each proposal on behalf of the Proposer(s). The letter must also include the following declaration:

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

b. Table of Contents

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

c. General Company Information

The proposal shall include:

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

d. Previous Experience

An up-to-date listing of relevant previous experience including a detailed statement of the PROPOSER's area(s) of expertise and

specialization related to the areas detailed in the estimated Scope of Services. Include specific references to projects, published works, development and demonstration programs, and other related experience.

e. Project Approach

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

f. Assigned Personnel

The SOQ shall include the names of the key personnel, whom the PROPOSER(s) employs or plans to employ or hire through subcontract, to perform the requested services. For each person listed, the following information should be provided:

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

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

g. References

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

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

h. Project Cost

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

- i. Submit proposed hourly rates exclusive of overhead and profit for personnel that will be used on the project, using the form in Attachment 14. The CITY reserves the right to negotiate final hourly rates for this contract.
- ii. Submit proposed overhead, profit, and mark-ups (on labor and other direct costs) for both the prime and sub-consultant firms being proposed, using the form in Attachment 15, and a breakdown of overhead. The proposed overhead, profit, and mark-ups shall be used as a basis for negotiation after selection of the prime consultant. Overhead shall be considered as indirect costs, including administrative costs, insurance premiums, social security, pension, and pro rata allowance for vacation, sick leave, and holiday pay.
- iii. Submit a proposed schedule of direct costs. Billable expenses include labor, travel, and other justifiable expenses directly attributable to work detailed in the contract Statement of Work. Travel, printing and postage, photo processing, shipping/messenger, and laboratory tests and analyses and other justifiable expenses shall be billed at cost.
- iv. PROPOSER may suggest or recommend an alternative basis for payment, for which the CITY shall possess the sole discretion to select. However, the PROPOSER shall be deemed non-responsive without the estimated payment schedule.
- v. Identify possible areas of use of subconsultants, areas of expertise and their Minority Business Enterprise, Women Business Enterprise, Small Business Enterprise, Emerging Business Enterprise, Disabled Veterans Business Enterprise, or Other Business Enterprise(MBE/WBE/SBE/EBE/DVBE/OBE) status.
- vi. All expenditures shall comply with all CITY requirements. All expenses shall be subject to audit.
- vii. PROPOSER(s) shall provide adequate documentation on the financial status of their firm, which shall permit the CITY to evaluate the PROPOSER'S ability to complete the work.

i. Appendices

Consultant(s) may include any information deemed appropriate.

3.1.2 Contractual Requirements

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

3.1.3 City Policy Compliance Qualifications

Article 7 and Attachments contain CITY policies which personal service contractors are required to comply with in order to be awarded a contract. These include:

- a. Contractor Responsibility Ordinance
- b. Contractor Evaluation Performance Ordinance
- c. Business Tax Registration Certificate Number
- d. Nondiscrimination/Equal Employment/Affirmative Action
- e. Indemnification and Insurance
- f. Equal Benefits Ordinance
- g. Living Wage Ordinance/Service Contractor Worker Retention Ordinance
- h. MBE/WBE/SBE/EBE/DVBE/OBE Subcontractor Outreach Program
- i. Headquarters and Work Force Information
- j. Los Angeles Contract History
- k. Non-collusion Affidavit
- l. Municipal Lobbying Ordinance
- m. Slavery Disclosure Ordinance
- n. Child Support Ordinance
- o. Americans with Disabilities Act
- p. First Source Hiring Ordinance
- q. Contract Bidder Campaign Contribution and Fundraising
- r. Iran Contracting Act of 2010

3.1.4 Additional Services

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

3.2 Submission Deadline and Address

All proposals shall be submitted to the CITY at the following address on or before the submission deadline stated below. Postmarks are not acceptable as proof of timely receipt.

It is solely the responsibility of the PROPOSER to ensure that proposals are received at the location noted below, by the due date and time. Proposals *received* after the exact date and time indicated shall be deemed non-responsive and excluded from consideration. Proposals received later than the deadline noted below will be returned, unopened, to the PROPOSER, and that PROPOSER will be eliminated from consideration for this CONTRACT. At the discretion of the CITY and the evaluation panel, additional information for the purpose of clarity may be requested during the proposal review process.

DEADLINE DATE:	JULY 1, 2014
TIME:	4PM PST
LOCATION:	1149 S BROADWAY, 10 TH FLOOR LOS ANGELES, CA 90015
ATTENTION:	SETH CARR, ENVIRONMENTAL ENGINEER
TELEPHONE NO.:	(213) 847-5181
FAX NO.:	(213) 473-8544
EMAIL:	seth.carr@lacity.org

Please allow sufficient time to check-in with building security when attending the Pre-proposal Meeting and when submitting a proposal. A delivery acknowledgement will be issued at the receipt of the proposal package and will be provided to the PROPOSER'S delivery agent, or in the case of commercial delivery, returned by US Mail to PROPOSER'S address, as noted on the outside of the proposal package.

3.3 Proposal Presentation

All proposal originals shall:

1. Be unbound and photocopy ready (original copy)
2. Be typed or printed double-sided, on 8-1/2 by 11 inch size recycled and recyclable paper
3. Be enclosed in a single sealed package plainly labeled with the words "PROPOSAL FOR HIGHLY SPECIALIZED SERVICES"
4. Not exceed 30 narrative pages, exclusive of required CITY documents, resumes, references and printed materials
5. Have continuously numbered pages
6. Label each Article with title headers

3.4 Proposal Format

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

- Title page
- Signature and Authority Page (See Article 3.4)
- Documentation Checklist (See Article 9)
- Table of Contents
- Executive Summary
- Proposal Minimum Qualifications and Technical Requirements
- Business Arrangements
- Contractually required forms (See Article 7)
- CITY Standard Legal Requirements (See Article 5)
- PROPOSER Price and Cost Offer
- Proposed Techniques and Equipment

3.5 General Company Information

The proposal shall include:

- a. Legal name and address of the PROPOSER
- b. Statement of PROPOSER Business Activity
- c. Names of officers legally authorized to sign contract
- d. Name, qualifications, educational and professional credentials, and experience, of officers and staff
- e. Task assignments of each staff member
- f. Financial qualifications (number of years with legal nonprofit status, current financial status documentation, etc.)
- g. Signatures and declarations
- h. Legal proof of Business Tax Registration Certificate

3.6 Number of Copies

Proposal packages must fully document compliance with all proposal requirements detailed throughout this RFP and must be submitted, by the PROPOSER(S), as follows:

- One (1) original of the entire proposal, including all original signatures.
- Nine (9) copies of the entire proposal, labeled "COPY".
- If applicable, one (1) unbound copy of the proposal with confidential material entirely blacked out; including statement of defense for actions brought against the CITY (See Section 3.7)

3.7 Signature and Authority

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

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

In proposals containing proprietary information, proprietary paragraphs and/or other data should be clearly marked as noted below in Section 3.9. The PROPOSER must include one extra unbound copy of the proposal with the confidential material totally blacked out or removed from the text so that one copy is available as public material.

3.8 Pre-Proposal Meeting

A **MANDATORY** pre-proposal meeting will be held on:

DATE: MAY 7, 2014

TIME: 10AM PST

LOCATION: BUREAU OF SANITATION
REGULATORY AFFAIRS DIVISION
1149 S BROADWAY, 10TH FLOOR
LOS ANGELES, CA 90015

CONTACT: SETH CARR

NOTE: Attendance at the pre-proposal meeting is mandatory. Failure to attend will result in withdrawal of the proposal for non-compliance

3.9 Questions Regarding the RFP

Technical questions regarding this RFP will only be addressed at the pre-proposal meeting. Technical questions must be submitted in writing one (1) week prior to the pre-proposal meeting. If the CITY deems it necessary to answer any technical questions submitted, the questions and responses will be posted on www.labavn.org as an addendum to the RFP. The identity of the PROPOSERS submitting technical questions will not be disclosed in the addendum. Technical questions of minor significance may be discussed verbally; however, only written responses may be considered to be part of the RFP. PROPOSERS shall direct all technical questions in writing to:

SETH CARR
Project Manager
City of Los Angeles
Bureau of Sanitation
REGULATORY AFFAIRS DIVISION
1149 S BROADWAY, 10TH FLOOR
TEL:(213) 847-5181 /FAX:(213) 473-8544

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

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

3.10 Confidential Information

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

“NOTICE”

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

Failure to include such a statement shall constitute a waiver of the PROPOSER'S right to exemption from disclosure and authority for the CITY to provide a copy of the bid or any part thereof to the requestor. The CITY assumes no responsibility for disclosure or use of unmarked data for any purpose. In the event properly marked

data are requested, the PROPOSER will be advised of the request and may expeditiously submit to the CITY a detailed statement indicating the reasons it has for believing that the information is exempt from disclosure under federal, state, and local law. This statement will be used by the CITY in making its determination as to whether or not disclosure is proper under federal, state, and local law. The CITY will exercise care in applying this confidentiality standard but will not be held liable for any damage or injury that may result from any disclosure that may occur. The PROPOSER agrees to assume and pay for all costs incurred by the CITY, including attorneys' fees awarded by the court, if the PROPOSER requests the CITY to resist disclosure of material provided to the CITY by the PROPOSER, provided the CITY determines that said materials are exempt under federal, state, and local law.

3.11 RFP Items Not Covered

Proposals should cover the statement of work and all the RFP specifications. Otherwise, PROPOSERS should state why the RFP requirements are not being addressed.

3.12 Proposal Cost and Ownership

Each proposal prepared in response to this RFP shall be prepared at the sole cost and expense of the PROPOSER and with the expressed understanding that no claims against the CITY for reimbursement will be accepted. All proposals will become the property of the CITY and will not be returned to the PROPOSER. The PROPOSER should not include confidential information or trade secrets without expressly stating and identifying the information or trade secrets to be considered confidential, since all accepted proposals will become public information following the closure of the RFP selection process. However, if such information is necessary to assure a competitive proposal, then the PROPOSER is to follow the guidelines for confidential information as discussed below.

ARTICLE 4 - SELECTION AND CONTRACT AWARD PROCESS

The CITY will select the PROPOSER(S) which is determined to be the most qualified, having the best experience, provide competitive prices, and possess the ability to successfully perform the required tasks. The selection will be based on the pre-established criteria listed in Section 4.2. The CITY, at its sole discretion, has the option of selecting more than one PROPOSER to serve the best interest of the CITY.

4.1 Proposal Evaluation

Proposals will be reviewed by an evaluation panel consisting of BUREAU staff, and may include representatives from outside the BUREAU. The evaluation panel may request additional information and/or clarification from the PROPOSERS, schedule oral presentations by the PROPOSERS, and assess any or all proposals. The final proposal rating will be based on the submitted proposal and any

additional information or clarification provided in response to the evaluation panel's requests. Based upon the evaluation panel's final report, the BUREAU will submit a report to the BOARD, containing a recommendation to enter into CONTRACT negotiations with the selected PROPOSER(s). CONTRACT(s) will then be submitted to the BOARD, the Mayor, and the City Council for approval.

4.2 Proposal Criteria

The following proposal criteria will be used to determine the most responsive PROPOSER. Each proposal will be reviewed, evaluated and assigned a score under each criteria corresponding to the designated range of points. A total score will be calculated by adding each criteria score. The PROPOSER with the highest score will be determined to be the most responsive. Therefore, it is important to note that the criteria listed in the table be satisfied and met in the submitted proposals. However, before any proposal can be considered for evaluation, it must pass Business Inclusion Program Evaluation.

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

PROPOSAL EVALUATION CRITERIA	PERCENTAGE SCORE
Technical Qualification and Experience	
<ul style="list-style-type: none"> - Demonstrate technical and planning expertise relating to complex Wastewater, Stormwater, Air Quality, Sustainability 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. 	25%
Record of Past Performance	
<ul style="list-style-type: none"> - Proven track record of completed work specifically for complex Wastewater projects, Stormwater projects, Sustainability and Climate Change projects. - Work experience with regulatory agencies and in regulatory compliance specifically Wastewater, Stormwater, Sustainability and Climate Change related issues. 	25%
Project Management & Delivery	
<ul style="list-style-type: none"> - 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) 	25%

Overall Proposal Responsiveness	
- Composition of team (including subconsultants) and ability to meet Bureau's diverse needs. - Firm's location, including local office resources.	15%
Familiarity with the City of Los Angeles	
- Knowledge of City of Los Angeles facilities, rules, policies, and procedures.	10%
TOTAL	100%

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

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

4.3 Selection Process

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

Interested PROPOSERS will submit proposals to demonstrate their qualifications and capability of adequately meeting the requirements necessary to provide the needed services. A review board selected by the CITY using the criteria outlined in Article 4.2 will evaluate proposals uniformly. PROPOSERS will be given a numerical score for each standard in the evaluation criteria table, as determined by the evaluation conducted by a review board.

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

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

ARTICLE 5 – PROPOSER TECHNICAL AND FINANCIAL QUALIFICATIONS

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

The CITY desires to receive proposals from qualified and capable PROPOSERS who can demonstrate a high degree of technical, operational, and financial abilities to provide the services as described in Article 2. All proposals must meet the following minimum qualifications to be considered.

1. Demonstrate knowledge and understanding of issues related to the Scope of Services (Article 2) for highly specialized services.
2. Demonstrate ability to perform the services stated in Article 2 in a timely, competent and acceptable manner including, but not limited to, availability and commitment to the performance of the CONTRACT:
 - a. Adequate financial resources;
 - b. Necessary licenses, organization, experience, accounting controls and operational controls;
 - c. Sufficient personnel with the necessary expertise and technical skills;
 - d. Necessary production and technical equipment and facilities; and
3. Demonstrate record of satisfactory performance on contracts for the life of the firm or the last five (5) years, whichever is less, and by their officers and directors for the last five (5) years, including, but not limited to:
 - a. No suspension or revocation of any relevant professional license, or significant fines or penalties, for failure to comply with substantive licensing requirements;
 - b. No termination for default of any contract, or significant failure to perform timely or in accordance with the proposal, plans and/or specifications;
 - c. No significant failure to comply with labor laws and regulations, including, but not limited to, laws pertaining to timely payment of wages, sexual harassment, child labor and timely payment of all obligations to subcontractors, vendors, suppliers and truckers;
 - d. No significant disregard for the personal safety of employees, other personnel on construction sites, or the public (repeated or multiple failures to comply with safety rules, regulations, or requirements can be considered as significant);
 - e. No violation of Workers' Compensation laws;
 - f. No significant failure to comply with laws and regulations prohibiting discrimination or promoting equal employment opportunity; and
 - g. No significant violation of local, state or federal environmental protection laws, rules, regulations, or requirements including those related to the unauthorized or unpermitted discharge of pollutants, including wastewater.
4. Demonstrate record of satisfactory integrity and business ethics for the life of the firm or the last five (5) years, whichever is less, and by their officers, directors and holders of 5% or more of their stock or equity, for the last five (5) years, including, but not limited to:

- a. No conviction of a crime involving bidding upon or performance of a local, state or federal government contract;
 - b. No conviction of a crime involving serious moral turpitude, a fundamental lack of integrity, or the knowing disregard of the law; and
 - c. The absence of repeated failures to demonstrate the required good faith efforts to satisfy the CITY's subcontractor outreach program.
5. Demonstrate proven record of appropriate business ethics toward subcontractors, including, but not limited to, the following:
- a. Demonstrate knowledge of and compliance with federal, state and City of Los Angeles laws and regulations pertaining to utilization of subcontractors and business practices toward subcontractors;
 - b. Demonstrate commitment to practices of good faith and fair dealing toward subcontractors; and
 - c. Demonstrate record of satisfactory performance of contractual obligations owing to subcontractors, including timely payment.
6. Demonstrate that in the past five (5) years, the PROPOSER has not failed to submit all required bonds and insurance documents upon notifications of award of the contract by the BOARD or another governmental contract awarding authority and in the time frame designated in the bid documents.
7. Demonstrate that in the past five (5) years, the PROPOSER has not failed to submit requested, additional information by the date and time specified by PROPOSER's staff after receipt of bids or proposals but prior to the award of the CONTRACT. The requested additional information is that information requested by staff which is necessary, as determined by staff, for either staff or the BOARD to render a recommendation or make a decision relative to the award of a BOARD contract.
8. Demonstrate that in the past five (5) years, the PROPOSER has not listed and/or utilized a subcontractor which has previously been declared to be non-responsible by the BOARD or another governmental contract awarding authority. Whether the contract for the work was awarded by the BOARD or not shall have no bearing on these criteria.
9. Demonstrate that now or in the past five (5) years, the PROPOSER has not listed and/or utilized a subcontractor which has previously been replaced on a CITY contract, where the substitution was approved by the BOARD based on at least one of the following reasons:
- a. The subcontractor was found to be substantially unsatisfactory and not in substantial compliance with the plans and specifications of the CITY contract; and/or
 - b. The subcontractor was found to be substantially delaying or disrupting the progress of the CITY contract work.
10. Demonstrate experience in working with culturally diverse communities.

11. Demonstrate experience in organizing, developing representative sampling methods for and conducting neighborhood-level, door-to-door surveys using bi-lingual (English and Spanish) staff to solicit resident views on environmental and public health problems. Consistent, standardized data collection formats required.
12. Demonstrate experience in planning, organizing logistics for and facilitating public outreach and education-oriented community meetings and interactive workshops with topics covering, but not limited to: community-specific environmental and public health problems, environmental laws and ordinances, general environmental regulations and compliance requirements, air pollution and air quality monitoring, health risk assessment modeling, and mitigation strategies development. Notices for all community meetings must be in English and Spanish and simultaneous Spanish translation at meetings and workshops will be required.
13. Demonstrate ability to secure proven technical resources with expertise in pretreatment, collection system operation and management, wastewater treatment operations and maintenance, water recycling, biosolids recycling, air quality emissions testing and controls, solid waste operations, and communication and public outreach.
14. Demonstrate understanding of and experience in environmental justice principles, issues, assessments and action-oriented solutions.
15. Demonstrate experience in techniques for building consensus and community-based partnerships, including residents, schools, community and faith-based organizations, businesses, and public agencies.
16. Demonstrate experience in working effectively with state and local elected officials and their staffs for briefings, issue resolution, event planning and other matters.
17. Demonstrate experience in managing complex projects and coordinating multiple agencies and stakeholders.
18. Availability and responsiveness to the needs of the Regulatory Affairs Division (RAD); and
19. Level and quality of effort per rate (competitive pricing in relation to other proposals received).

ARTICLE 6 - BUSINESS ARRANGEMENTS

The CITY may execute an AGREEMENT with the selected PROPOSER that will provide services specified in this RFP. The AGREEMENT will incorporate all elements of the PROPOSER'S business and technical proposals. Set forth in this section are the major terms of the business arrangement that the CITY seeks with the selected

PROPOSER, as further defined by the proposal items contained in the PROPOSER'S proposal.

6.1 Term of Proposed AGREEMENT

The proposed AGREEMENT term will be for FIVE (5) years with TWO (2) RENEWAL OPTIONS WITH TWO (2) YEARS FOR EACH RENEWAL OPTION. This AGREEMENT is subject to final approval of the BOARD, Mayor, and City Council.

6.2 Performance Guarantees

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

6.3 Performance Bond

No Performance Bond shall be required under the terms of this RFP or subsequent agreements.

6.4 Liability of Selected PROPOSER

Except as otherwise provided in the proposed AGREEMENT, the selected PROPOSER shall be and remain liable, in accordance with applicable law, for all damages to the CITY caused by the selected PROPOSER'S negligent performance of any of the services furnished under the AGREEMENT, except for errors, omissions or other deficiencies to the extent attributable to the CITY, CITY-furnished data or any third party.

6.5 Key Personnel

The PROPOSER shall designate, as part of its submittal, the CONTRACT PROGRAM MANAGER to be assigned to the CITY'S program. Additional personnel shall be assigned, subject to the CITY'S approval, on an as-needed basis. The personnel assigned to these positions at the commencement of services under the proposed AGREEMENT shall serve in these positions as long as required. The PROPOSER shall not change personnel assigned to these positions without the prior consent and approval of CITY, whose consent shall not be withheld unreasonably.

6.6 CONTRACTOR Personnel

Unless otherwise provided or approved by the CITY, the selected PROPOSER shall use its own employees to perform the services described in the proposed AGREEMENT. The CITY shall have the right to review and approve any personnel who are assigned to work under the AGREEMENT. The selected PROPOSER agrees to remove personnel from performing work under the AGREEMENT if requested to do so by the CITY.

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

6.7 Subcontractors

All subcontracts in excess of \$50,000 shall require submission to the Department of Public Works, Bureau of Contract Administration for approval. A copy of all subcontracts shall be submitted to the Bureau of Contract Administration showing the SUBCONTRACTOR'S name and dollar amount of each subcontract. Wholly owned subsidiaries of the selected PROPOSER shall not be considered SUBCONTRACTORS. The selected PROPOSER shall not change any of these designated SUBCONTRACTORS, or reduce their level of effort, without prior written approval of the BOARD, provided that such approval will not be unreasonably withheld.

6.8 CITY Limited to Obligation of Present Appropriation

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

6.9 Cost Ceiling

The cost ceiling for this proposal shall not exceed \$9,000,000 for the duration of the CONTRACT. The CITY reserves the right to revise the cost ceiling during the negotiations phase. The CITY shall not be obligated to reimburse the selected PROPOSER for costs incurred in excess of the cost ceiling. The selected PROPOSER shall not be obligated to continue performance (including actions under the temporary stop work or termination clauses) or otherwise incur costs in excess of the cost ceiling unless and until the CITY shall have notified the selected PROPOSER in writing that such cost ceiling has been increased and shall have specified in such notice an estimated cost ceiling which shall thereupon constitute the cost performance of the proposed AGREEMENT. In the absence of the specified notice, the CITY shall not be obligated to reimburse the selected PROPOSER for any costs in excess of the cost ceiling set forth, whether those costs were incurred during the course of the proposed AGREEMENT or as a result of termination. When and to the extent that the cost ceiling has been increased, any costs incurred by the selected PROPOSER in excess of the cost ceiling prior to such increase shall be allowable to the same extent as if such costs had been incurred after the increase.

6.10 Compensation

The selected PROPOSER shall be compensated for all services provided as described herein in accordance with the applicable rates specified in the proposed AGREEMENT.

6.11 Invoice Procedures

The selected PROPOSER shall prepare an invoice on a monthly basis for work that has been completed to the CITY'S satisfaction. The selected PROPOSER is responsible for the preparation of a complete and accurate invoice. Invoices shall be prepared in such form and supported by such copies of invoices, time sheets and other documents of proof as may be reasonably required by the CITY to establish the monetary amount of such invoices as being allowed. Invoices and associated documentation shall be prepared at the sole expense and responsibility of the selected PROPOSER. The CITY will not compensate the selected PROPOSER for any costs incurred for invoice preparation.

6.11.1 Invoice Submittal

The CONTRACTOR shall submit all invoices to:

BUREAU OF SANITATION
1149 S BROADWAY, 10TH FLOOR
LOS ANGELES, CA 90015
ATTN: SETH CARR

6.11.2 Invoice Submittal Deadline

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

6.11.3 Invoice Approval and Processing

Payments shall be made upon the submission of a complete and accurate invoice and supporting documentation. The CITY shall review the CONTRACTOR'S invoice in accordance with the CITY's review procedures. Once approved by the CITY PROJECT MANAGER, the CITY will make a good faith effort to process payments as quickly as possible. To expedite the approval process, CONTRACTORS are encouraged to submit draft invoices for review, prior to submitting a final invoice.

6.11.4 Discount

The CITY will consider a shorter payment schedule should the PROPOSER offer a discount for more immediate payment. However, such discount shall not be considered in the preparation or evaluation of the rate schedules included in the proposal. The selected PROPOSER agrees to offer the CITY any discount terms that are offered to its best customers for the goods and services to be provided herein, and apply such discount to payments made under the AGREEMENT, which meet the discount terms.

6.11.5 Late Charges

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

6.11.6 Disputes

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

6.11.7 False Claims Act

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

6.12 Maintenance of Records

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of the CONTRACT, in their original form, in accordance with requirements prescribed by the CITY. These records shall be retained for a period of no less than three (3) years following final payment made by the CITY hereunder or the expiration date of this CONTRACT, whichever occurs last. Said records shall be subject to examination and audit by authorized CITY personnel or by the CITY'S representative at any time during the term of the CONTRACT and within the three (3) years following final payment made by the CITY hereunder or the expiration date of the CONTRACT, whichever occurs last. CONTRACTOR shall provide any reports requested by the CITY regarding performance of the CONTRACT. Any subcontract entered into by CONTRACTOR, as authorized under the terms of this Agreement, shall include a like provision for work to be performed under the CONTRACT.

6.13 Changes or Modifications

Changes or modifications in the terms the subsequent AGREEMENT may be made at any time by mutual written Agreement between the parties hereto. The CITY PROJECT MANAGER'S authority to amend the AGREEMENT will be limited to modifications which do not change the total compensation for services by more than \$100,000, provided that the changes are reflected in an Amendment approved by the Mayor, Board of Public Works, and City Council, as appropriate.

6.14 Termination

6.14.1 The 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.

6.14.2 The AGREEMENT may be terminated in whole or in part in writing by the CITY for its convenience, provided that the CONTRACTOR is given (1) not less than thirty (30) CALENDAR DAYS' written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination. Upon receipt of said written notice, CONTRACTOR shall immediately take action not to incur any additional obligations, cost or expense, except as may be reasonably necessary to terminate its activities.

6.14.3 The AGREEMENT may be immediately terminated in writing by the CITY if (1) a federal or state proceeding for relief of debtors is undertaken by or against CONTRACTOR, or if CONTRACTOR makes

an assignment for the benefit of creditors or (2) CONTRACTOR engages in any dishonest conduct related to the performance or administration of this AGREEMENT or violates the CITY'S lobbying policies.

- 6.14.4 If termination for default is effected by the CITY, an equitable adjustment in the price provided for in this AGREEMENT shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due the CONTRACTOR at the time of termination may be adjusted to cover any additional costs to the CITY because of the CONTRACTOR'S default.

If termination for default is effected by the CONTRACTOR or if termination for convenience is effected by the CITY, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the CONTRACTOR for services rendered and expenses incurred prior to the termination, excluding attorney's fees, in addition to termination settlement costs reasonably incurred by the CONTRACTOR relating to written commitments that were executed prior to the termination. Thereafter, CONTRACTOR shall have no further claims against the CITY under this AGREEMENT.

- 6.14.5 Upon receipt of a termination action under Articles 6.15.1, 6.15.2 or 6.15.3 above, the CONTRACTOR shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to the CITY all finished or unfinished documents and materials produced or procured under this AGREEMENT, including all intellectual property rights thereto, which shall become CITY property upon date of such termination. CONTRACTOR agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights provided herein.

- 6.14.6 Upon termination under Articles 6.15.1, 6.15.2 or 6.15.3 above, the CITY may take over the work and may award another party an AGREEMENT to complete the work under this AGREEMENT.

- 6.14.7 If, after the termination for failure of the CONTRACTOR to fulfill contractual obligations, it is determined that the CONTRACTOR had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the CITY. In such event, adjustment of the AGREEMENT price shall be made as provided in Article 6.15.4 of this article.

6.14.8 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 AGREEMENT.

6.15 Indemnification

Except for the active negligence or willful misconduct of the CITY, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, CONTRACTOR 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), damage or liability of any nature whatsoever, for death or injury to any person, including CONTRACTOR'S employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of the CONTRACT by the CONTRACTOR or its SUBCONTRACTORS of any tier. Rights and remedies available to the CITY under this provision are cumulative of those provided for elsewhere in this CONTRACT and those allowed under the laws of the United States, the State of California, and the CITY. The provisions of this paragraph survive expiration or termination of the CONTRACT.

6.16 Claims for Labor and Materials

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

6.17 Independent Contractor

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

6.18 Ownership and License

Unless otherwise provided for herein, all Work Products originated and prepared by CONTRACTOR or its SUBCONTRACTORS of any tier under the CONTRACT shall be and remain the exclusive property of the CITY for its use in

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

For all Work Products delivered to the CITY that are not originated or prepared by CONTRACTOR or its SUBCONTRACTORS of any tier under this CONTRACT, CONTRACTOR hereby grants a non-exclusive perpetual license to use such Work Products for any CITY purposes.

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

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

6.19 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 the AGREEMENT which consent shall not be unreasonably withheld.

6.20 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.

6.21 Severability

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

6.22 Disputes

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

6.23 Applicable Law, Interpretation, and Enforcement

Each party's performance under the AGREEMENT shall comply with all applicable laws of the United States of America, the State of California, and the City of Los Angeles, including but not limited to, laws regarding health and safety, labor and employment, wages and hours and licensing laws which affect employees. The 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 the proposed 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. The CONTRACTOR shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this AGREEMENT.

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

6.24 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.

6.25 Rights Reserved by the CITY

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

1. Select and enter into an agreement with the PROPOSER who, in the CITY's sole judgment, is responsive to the RFP and whose proposal will satisfy the interests of the CITY, and not necessarily on the basis of price alone or any other single factor.
2. Award a contract to more than one PROPOSER.
3. Request additional information and/or clarification from the PROPOSERS.
4. Reject any or all proposals, permit the timely correction of errors, or waive minor deviations.
5. Supplement, amend, or otherwise modify this RFP, and to withdraw this RFP, with or without the substitution of another RFP.
6. Extend the time for submittal of this RFP.
7. Short-list any or all proposals and schedule oral presentations by the PROPOSERS.
8. Modify the length of the CONTRACT term and associated renewal options.
9. Conduct all investigations and background checks as deemed necessary.
10. Negotiate best and final offers with PROPOSERS.
11. Take whatever other action it deems in its best interest.

The CITY may still consider proposals that contain provisions that deviate slightly from the requirements in this RFP, in the event the deviation(s) are not considered material. However, in the event that PROPOSER is awarded the CONTRACT, the PROPOSER shall be in full compliance with the objectives described herein. This RFP does not obligate the CITY or any of its member agencies to accept any proposal, negotiate with any PROPOSER, award a contract, or proceed with the development of any project proposed in response to this RFP.

6.26 Acceptance of Terms and Conditions

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

ARTICLE 7 - CITY STANDARD PROVISIONS (LEGAL REQUIREMENTS)

All PROPOSERS are required to adhere to the CITY'S policies on Personal Services Contracts. Each proposal shall submit the relevant completed forms, also included in Attachments.

7.1 Insurance Requirements

The selected PROPOSER will be required to maintain for the duration of the CONTRACT and provide certification of insurance coverage(s) in the following types and amounts as specified by the CITY'S Risk Manager and the BOARD:

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

All PROPOSERS, as part of their Proposal, are required to provide a notarized declaration from their insurance carrier(s) that their firm is able to obtain insurance coverage in the limits stated above. Information on how to submit proof of insurance to the CITY, along with conditions for acceptance of self-insurance is included in Attachment 3. The CITY's Risk Management, CAO Office, will determine actual insurance coverage at the time a specific Proposal is accepted.

7.2 Business Tax Registration Certificate Requirement

If applicable, CONTRACTOR represents that it has obtained and presently holds the Business Tax Registration Certification 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, CONTRACTOR shall maintain, or obtain as necessary, all such Certificates required of it under the Business Tax Ordinance, and shall not allow any such Certificate to be revoked or suspended.

7.3 Non-Collusion

Each proposal shall contain the following statement signed by a legally authorized officer of the PROPOSER. "This proposal is genuine and not sham or collusive or intended to be withdrawn once submitted for evaluation in the RFP selection process or during consideration for contract award, nor made in the interest or in behalf of any person herein named; the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a sham bid, or any other person, firm or corporation to refrain from submitting a proposal; and the Proposer has not in any manner sought by collusion to secure himself an advantage over any other Proposer" (see Attachment 7).

7.4 Los Angeles Residence Information

It is the policy of the CITY to require all PROPOSERS 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. Proposals 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 6 for sample form.

7.5 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. PROPOSERS shall complete and return the Contract History form included in Attachment 10.

7.6 Nondiscrimination/Equal Employment Opportunity/Affirmative Action

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

Non-construction services 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 PROPOSERS shall complete and upload the Non-Discrimination/Equal Employment Practices Certification (two (2) pages) available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) www.labavn.org, no later than the time when an individual Bid/Proposal is submitted. However, PROPOSERS with Certifications previously uploaded to BAVN within the last year do not need to re-submit the document.

Non-construction contracts 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 PROPOSERS shall complete and upload, the City of Los Angeles Affirmative Action Plan (two(2) pages) available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) www.labavn.org no later than the time when an individual Bid/Proposal is submitted. PROPOSERS opting to submit their own Affirmative Action Plan may do so by uploading their Affirmative Action Plan onto the City's BAVN. PROPOSERS with Affirmative Action Plan previously uploaded to BAVN within the last year do not need to re-submit the document.

Furthermore, subject subcontractors shall be required to submit the Non-Discrimination/Equal Employment Practices Certification and Affirmative Action Plan to the successful PROPOSER prior to commencing work on the contract. The subcontractors' Non-Discrimination/Equal Employment Practices Certification(s) and Affirmative Action Plan(s) shall be retained by the successful

PROPOSER and shall be made available to the Office of Contract Compliance upon request.

Both the Non-Discrimination/Equal Employment Practices Certification and the City of Los Angeles Affirmative Action Plan Affidavit shall be valid for a period of twelve (12) months from the date it is first uploaded onto BAVN.

PROPOSERS 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>.

7.7 Business Inclusion Program

It is the policy of the CITY to provide Minority Business Enterprises (MBE), Women Business Enterprises (WBE), Small Business Enterprises (SBE), Emerging Business Enterprises (EBE), Disabled Veterans Business Enterprises (DVBE) and Other Business Enterprises (OBE) an equal opportunity to participate as subcontractors in the performance of CITY contracts. PROPOSERS shall assist the CITY in implementing this policy by taking all reasonable steps to ensure that all available business enterprises, including MBE(S), WBE(S), SBE(S), EBE(S), DVBE(S) and OBE(S) have an equal opportunity to compete for and participate in CITY CONTRACTS.

The MBE/WBE/ SBE/EBE/DVBE/OBE Business Inclusion Program required in this RFP is in accordance with Mayor's Executive Directive 14. Business Inclusion Program documentation, entered in labavn.org will be scored separately from the proposal. PROPOSERS must submit sufficient Business Inclusion Program documentation to be deemed responsive. Failure to submit adequate Business Inclusion Program documentation will result in the proposal being deemed non-responsive.

The PROPOSER shall make a good faith effort to obtain participation by MBE(S), WBE(S), SBE(S), EBE(S), DVBE(S) and OBE(S), who could reasonably be expected to provide their services for a project such as this. The BOARD has set anticipated participation levels of four percent (4%) for MBE, eight percent (8%) for WBE, four percent (4%) for SBE, two percent (2%) for EBE, and two percent (2%) for DVBE for this project.

The outreach must attempt to provide a portion of the CONTRACT to MBE/WBE/SBE/EBE/DVBE/OBE subcontractors. Failure to meet the anticipated MBE/WBE/SBE/EBE/DVBE/OBE participation levels will not, by itself, be a basis for disqualification, or determination of non-compliance, with regard to this policy. However, failure to include supporting documentation of a

Business Inclusion Program, as outlined in Attachment 4, or failure to achieve a passing result, will render the Proposal non-responsive and result in its rejection. The following NAICS Codes have been identified as work areas for which subcontracting outreach may be performed:

- Environmental Consulting Services (NAICS Code 541620)
- Research and Development in the Physical, Engineering, and Life Sciences (NAICS Code 541712)

7.8 Service Contractor Worker Retention Ordinance/Living Wage Ordinance

Unless approved for an exemption, Contractors under Contracts primarily for the furnishing of services to or for the CITY and that involve an expenditure in excess of \$25,000 and a Contract term of at least three (3) months, lessees and licensees of CITY property, and certain recipients of CITY financial assistance, shall comply with the provisions of Los Angeles Administrative Code Section 10.37 et seq., Living Wage Ordinance (LWO) and 10.36 et seq., Service Contractor Worker Retention Ordinance (SCWRO). PROPOSERS shall refer to Attachment 5, "Living Wage Ordinance and Service Contractor Worker Retention Ordinance" for further information regarding the requirements of the ordinances

PROPOSERS 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), the Non-Profit/One-Person Contractor Certification of Exemption (OCC/LW-13), or the Small Business Exemption Application (Form OCC/LW-26A). These exemption forms are available on the Bureau of Contract Administration website at <http://bca.lacity.org/index.cfm>. The list of Statutory Exemptions is included in the Attachment.

7.9 Equal Benefits Ordinance

PROPOSERS are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Los Angeles Administrative Code Section 10.8.2.1, Equal Benefits Ordinance (EBO).

All PROPOSERS 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 at \$5,000. The Equal Benefits Ordinance Affidavit shall be valid for a period of twelve months from the date it is first uploaded onto the CITY's BAVN. PROPOSERS 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.

PROPOSERS 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>.

7.10 Contractor Responsibility Ordinance

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

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

7.11 Slavery Disclosure Ordinance

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

All PROPOSERS shall complete and upload, the Slavery Disclosure Ordinance Affidavit (one (1) page) available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at www.labavn.org prior to award of a City contract.

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

7.12 Municipal Lobbying Ordinance

Any PROPOSERS 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 prescribed by the City Ethics Commission, that the bidder acknowledges and agrees to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if the bidder qualifies as a lobbying entity under the Ordinance. The exemptions contained in Los Angeles Administrative Code Section 10.40.4 shall not apply to this subsection. The Municipal Lobbying Ordinance and Bidder Certification CEC Form 50 can be found in Attachment 8.

7.13 Child Support 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. “

7.14 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.

7.15 Conflict Of Interest

Names of entities associated with the PROPOSER who may have a conflict of interest with any activity of this project should be included in the proposal. Provide details and reasons. PROPOSERS are subject to disqualification on the basis of conflict of interest as determined by the CITY.

7.16 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 exceeds \$25,000 with a 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). PROPOSERS shall refer to Attachment 11, "First Source Hiring Ordinance" for further information regarding the requirements of the Ordinance.

All PROPOSERS shall complete and upload the First Source Hiring Ordinance Affidavit (one (1) page) available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) at www.Labavn.org prior to award of a City contract. The First Source Hiring Ordinance Affidavit shall be valid for a period of twelve months from the date it is first uploaded onto the City's BAVN

PROPOSERS seeking additional information regarding the requirement of the First Source Hiring Ordinance may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org>.

7.17 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, PROPOSERS 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 PROPOSERS, 12 months after the CONTRACT is signed. The PROPOSER'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.

PROPOSERS must submit CEC Form 55 to the awarding authority at the same time the response is submitted. The form requires PROPOSERS to identify their principals, their subcontractors performing \$100,000 or more in work on the CONTRACT, and the principals of those subcontractors. PROPOSERS 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. PROPOSERS 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 12.

7.18 Contractor Performance Evaluation Ordinance

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

7.19 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 13.

7.20 Iran Contracting Act of 2010

In accordance with California Public Contract Code Sections 2200-2208, all bidders submitting proposals for, entering into, or renewing contracts with the City of Los Angeles for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit." (Attachment 16)

ARTICLE 8 - REQUEST FOR PROPOSAL SCHEDULE

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

DATE	EVENT
March 19, 2014	Release RFP to potential respondents
April 2, 2014 10:00am	Pre-proposal conference at (& time)
June 1, 2014 4:00pm	Proposals due by (& time)
June 2, 2014	Begin Proposal evaluations
July, 2014	Conduct interviews/oral presentations
October, 2014	Negotiate Contract
October, 2015	Award contract

ARTICLE 9 -- CHECKLIST OF PROPOSAL REQUIREMENTS

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

	DOCUMENT	DESCRIPTION
<input type="checkbox"/>	<ul style="list-style-type: none"> Cover Letter 	Include the name, and address of the firm; the firm's Business Tax Registration Certificate (BTRC) number; the names, titles and telephone numbers of the person(s) who will be authorized to represent the respondent; an organization chart, and the name of the project coordinator for the duration of the contract. *Include company headquarters address as well as percentage of workforce residing in the City of Los Angeles.
<input type="checkbox"/>	<ul style="list-style-type: none"> Contractor Responsibility Ordinance and Questionnaire 	Responsibility Questionnaire (Service Version)
<input type="checkbox"/>	<ul style="list-style-type: none"> Notarized Insurance Declarations and Non-Collusion Affidavit 	Proof of adequate insurance coverage (See: http://bpw.lacity.org/SubmitInstr.pdf)
<input type="checkbox"/>	<ul style="list-style-type: none"> "Affirmative Action Plan" "EEO Officer Appointment" "Certification of Adherence to Non- 	Affirmative Action Requirements (to be submitted on LABAVN)

	Discrimination and EEO Practices”	
<input type="checkbox"/>	• Equal Benefits Ordinance (EBO) Compliance Form	EBO Compliance Form (to be submitted on LABAVN)
<input type="checkbox"/>	• BTRC Notice and Application	Certificate of Compliance
<input type="checkbox"/>	• Hourly Rate, Overhead, Profit and Mark-up form	Proposed Hourly Rate Form and Proposed Overhead, Profit and Mark-up Form
<input type="checkbox"/>	• Los Angeles Residence Information Form	Los Angeles Residence Information Form
<input type="checkbox"/>	• MBE/WBE/SBE/EBE/DVBE/OBE Subcontractor Outreach Program*	Schedule A – List of MBE/WBE/SBE/EBE/DVBE/OBE Subcontractor Outreach documentation
<input type="checkbox"/>	• Municipal Lobbying Ordinance/Bidder Certification	Bidder Certification CEC Form 50 http://cdd.lacity.org/pdfs/directives/bu/1/WDS-Bul_13-26_Form11-BidderCertification.pdf
<input type="checkbox"/>	• Living Wage Ordinance (LWO) and Service Contractor Worker Retention Ordinance (SCWRO) requirement	LWO Application for Exemption (if applicable) (At RFP stage, only need to include Exemption form. Compliance with LWO form to be submitted within 60 days of contract execution)
<input type="checkbox"/>	• Standard Contract Provisions	Standard Contract Provisions
<input type="checkbox"/>	• Contract History Form	Contract History Form
<input type="checkbox"/>	• Iran Contracting Act of 2010	Iran Contracting Act of 2010 Compliance Affidavit
<input type="checkbox"/>	• First Source Hiring Ordinance	Uploaded through LABVN, Attachment 11

**APPENDIX
LIST OF ATTACHMENTS**

- Attachment 1: Contractor Responsibility Ordinance
- Attachment 2: City Business Tax Registration
- Attachment 3: Insurance and Bonds
- Attachment 4: Business Inclusion Program Requirements
- Attachment 5: Living Wage Ordinance and Service Contractor Worker Retention Ordinance
- Attachment 6: Los Angeles Residence Information Form
- Attachment 7: Non-Collusion Affidavit
- Attachment 8: Municipal Lobbying Ordinance/ Bidder Certification CEC Form 50
- Attachment 9: Standard Contract Provisions
- Attachment 10: City of Los Angeles Contract History form
- Attachment 11: First Source Hiring Ordinance
- Attachment 12: Contract Bidder Campaign Contribution and Fundraising Restrictions/ Bidder Certification CEC Form 55
- Attachment 13: Local Business Preference Program
- Attachment 14: Proposed Hourly Rate Form

- Attachment 15: Proposed Overhead, Profit and Mark-up form
- Attachment 16: Iran Contracting Act of 2010 Compliance Affidavit

TRANSMITTAL 3

DEPARTMENT OF PUBLIC WORKS

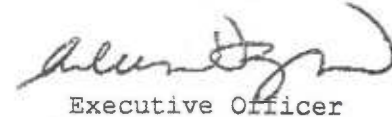
ADOPTED BY THE BOARD
PUBLIC WORKS OF THE CITY
of Los Angeles CaliforniaBUREAU OF SANITATION

BUREAU OF CONTRACT ADMINISTRATION

JOINT BOARD REPORT NO. 1

December 13, 2013

DEC 13 2013


Executive Officer

CDs: 7, 14 & 15

AUTHORITY FOR THE CITY OF LOS ANGELES BUREAU OF SANITATION TO NEGOTIATE A PERSONAL SERVICES CONTRACT FOR AS NEEDED SCALE CALIBRATION, REPAIRS AND MAINTENANCE SERVICES WITH PACWEST AMERICAN SCALE LLC (PACWEST)

RECOMMENDATIONS

Authorize the Director of Bureau of Sanitation (Bureau) to:

1. Negotiate a personal service contract with the highest ranked proposer to the Request for Proposal for the As Needed Scale Calibration, Repairs and Maintenance Services with PACWEST. Should the City fail to reach an agreement with PACWEST, the City reserves the right to proceed with negotiations with the second highest ranked proposer, Admiral Weighing Systems (Admiral).
2. Upon completion, return to the Board of Public Works (Board) for authority to award and execute the contract.

TRANSMITTALS

1. Copy of the Bureaus of Sanitation and Contract Administration Joint Board Report No. 1, adopted April 17, 2013, requesting authority to distribute a Request for Proposals (RFP) for As Needed Scale Calibration, Repairs and Maintenance Services.
2. Copy of the RFP for As Needed Scale Calibration, Repairs and Maintenance Services.

DISCUSSION**Project Background**

The City of Los Angeles owns and operates commercial truck scales at the Lopez Canyon Landfill located at 11950 Lopez Canyon Road, Lake View Terrace, CA 91342, Central Los Angeles Recycling and Transfer Station (CLARTS) located at 2201 E. Washington Blvd., Los Angeles CA 90021 and Harbor Greenwaste Mulching facility located at 1400 N. Gaffey Street, San Pedro, CA 90731.

All three (3) facilities have commercial truck scales that require calibration, certification, maintenance and repairs on as needed basis.

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The authority to distribute an RFP for As Needed Scale Calibration, Repairs and Maintenance Services was approved by the Board on April 17, 2013 (Transmittal No. 1) and the RFP was subsequently posted on the Los Angeles Business Assistance Virtual Network (LABAVN) on April 22, 2013 (Transmittal No. 2). A pre-proposal meeting was held at the Public Works Building on May 10, 2013, in which a total of 5 people representing three companies attended.

On the submittal deadline, the City received a total of two (2) proposals, namely PACWEST and Admiral. The Business Inclusion Program (BIP) outreach requirements were waived by the Bureau of Sanitation, due to the fact that small, experienced crews along with customized scale calibration trucks provide such services, and that there are no opportunities for subcontracting.

Scope of Work

Provide as needed commercial truck scale testing, calibration, maintenance, repairs, replacement of parts, specialized welding, and certification of the weight scales per California Department of Food and Agriculture.

Evaluation

The evaluation and scoring of the proposals were completed by an Evaluation Panel consisting of five (5) Bureau of Sanitation Solid Resources Program staff who evaluated the proposals based on the criteria established in the RFP.

Table 1. Scores and Ranks of the Proposals

Evaluation Criteria		Max Points	PACWEST Scale LLC	Admiral
1	Prior Experience	30	28	26
2	Technical Requirements	30	30	29
3	Proposed Service Fee	40	23	23
SUB-TOTAL SCORE		100	81	78
Local Business Preference Program		8	0	0
TOTAL SCORE			81	78

Pac West's slight advantage was due to their vast experience on Avery Weight-Tronix scales that the City mostly uses.

Proposed Term of Contract

The term of agreement for the contract will be for three (3) years from the date of contract execution with one (1), three (3) year renewal option.

City Requirements

The selected contractor will be required to comply with the following City policies and requirements:

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

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 this personal services contract shall submit Contractor Performance Evaluation Report to the Bureau of Contract Administration upon completion of the contract.

Contractor Responsibility Ordinance

All contractors participating in this program are subject to compliance with the requirements specified in the City of Los Angeles' Contract Responsibility Ordinance 173677, [Article 14, Chapter 1, Division 10, L.A.C.C.]. Failure to comply with all requirements specified in the Ordinance will render the bidders' contracts subject to termination pursuant to the conditions expressed therein.

Notification of Intent to Contract:

The required Notification of Intent to Contract was filed with the Office of the City Administrative Officer (CAO) Clearinghouse on August 20, 2010.

Charter Section 1022:

On October 13, 2010, CAO determined that there is insufficient existing City staff to perform the proposed work.

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Estimated Value of Contract:

The estimated value over the six (6) years (one (1), three (3) year contract term with one (1), three (3) year renewal option) of the contract is \$120,000 for Scale Calibration and Maintenance Services. The funding sources are the Solid Waste Resource Revenue Fund (Fund 100). There is no impact to the General Fund.

Future Action:

Subsequent to the negotiation of the contract, the Bureau will request the Board grant authority to award and execute the contract negotiated with the recommended proposer.

COMPLIANCE REVIEW PERFORMED
AND APPROVED BY



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

Respectfully submitted,



ENRIQUE C. ZALDÍVAR, Director
Bureau of Sanitation



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

Prepared by:
Antranik Saiyan, SRPCD
(213-485-2799)