

DEPARTMENT OF PUBLIC WORKS

BUREAU OF SANITATION
BUREAU OF CONTRACT ADMINISTRATION
JOINT BOARD REPORT NO. 2
MAY 24, 2024

CD: ALL

AUTHORITY TO DISTRIBUTE A REQUEST FOR PROPOSALS AND NEGOTIATE
CONTRACT(S) FOR BIOSOLIDS MANAGEMENT FOR THE CITY OF LOS ANGELES
(WO# S10FPURC)

RECOMMENDATIONS

Authorize the Director and General Manager of LA Sanitation and Environment (LASAN) to:

1. Distribute and advertise the transmitted Request for Proposals (RFP) for the Biosolids Management of the City of Los Angeles (City).
2. Evaluate the proposals and select the most qualified proposer(s) based on established evaluation criteria as set forth in the RFP.
3. Negotiate a contract(s) with the selected proposer(s).
4. Return to the Board of Public Works (Board) for authority to award and execute the contract(s).

TRANSMITTALS

1. Copy of the RFP for the Management of City's Biosolids.

DISCUSSION**Request for Proposals**

This Request for Proposals (RFP) is a solicitation for proposals from experienced contractors for the management of approximately 210 wet tons per day (wtpd) of City biosolids, distributed as follows: (1) loading and hauling, only, of 85 wtpd of biosolids from Hyperion Water Reclamation Plant (HWRP) to Terminal Island Water Reclamation Plant (TIWRP) and (2) loading, hauling, and beneficial use at other sites, not including City-owned Green Acres Farm (GAF) in Kern County, of 125 wtpd of biosolids from HWRP and/or TIWRP.

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Background

The City operates four (4) water reclamation plants which treat an average of 320 million gallons of wastewater per day. The treatment of wastewater generates an average of 750 wet tons of dewatered digested biosolids per day (approximately 715 wtpd at HWRP and 35 wtpd at TIWRP). Biosolids are the organic byproduct of wastewater treatment processes and can be beneficially used. Both HWRP and TIWRP treat their biosolids to conform to the U.S. Environmental Protection Agency's (EPA) Class A "Exceptional Quality" (EQ) biosolids standard as defined in Title 40, Part 503 of the Code of Federal Regulations (CFR). This high standard of biosolids treatment far exceeds the Class B standard typically met by the majority of wastewater treatment agencies. In very rare occasions, Class B Biosolids are also produced at the City's water reclamation plants.

The City is committed to maintaining 100 percent beneficial use of biosolids produced at its water reclamation plants, in compliance with all federal, state, and local regulations. To meet this commitment, LASAN has adopted a diversified beneficial use biosolids program that incorporates feasible, innovative and cost-effective resource recovery options for biosolids. Of the 715 wtpd produced at HWRP, approximately 495 wtpd is beneficially used through land application at GAF, 10 wtpd is beneficially used through composting at the Griffith Park Composting facility, and 85 wtpd is beneficially used through deep well injection at TIWRP. The remaining 125 wtpd is beneficially used (i.e., composting and/or land application) at alternative sites not owned or operated by the City.

The City's current contracts with Denali Water Solutions (Contract C-131727) and Nursery Products, LLC (Contract C-131728) for loading, transporting, and beneficial use of biosolids will expire on August 20, 2026. LASAN is requesting authority to release an RFP to solicit proposals to continue managing the City's biosolids in the most innovative and economical ways. Any contract(s) awarded pursuant to this proposal will be for loading, transporting, and beneficial use of biosolids from HWRP and TIWRP (with the City's approval) to sites other than the City-owned GAF. An estimate of approximately 210 wtpd is projected to be managed under this RFP as follows:

- 125 wtpd will require transportation from HWRP and/or TIWRP to another site for beneficial use.
- 85 wtpd will require transportation only from HWRP to the City's Terminal Island Renewable Energy (TIRE) facility at TIWRP.
- Emergencies as determined necessary by the City, additional tonnage may be requested to be hauled and beneficially used.

The City intends to select one or more qualified proposers, negotiate contract(s), and work cooperatively toward implementing a sound and diversified management plan for its biosolids.

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Proposed Term of Contract

The contract(s) will be for a term of five (5) years with one, three (3)-year renewal option.

Rationale for Using an RFP

The RFP process is being used instead of the bid process to solicit the best available services at the most competitive price. An evaluation panel of LASAN staff will evaluate all proposals in order to determine which proposal(s) will bring the greatest benefits to the City.

Selection Process and Evaluation Criteria

The evaluation panel will evaluate and rate all proposals. Based upon the evaluation panel's final report, the Bureau will engage in contract negotiations and then submit a report to the Board recommending contract award and execution with the selected Proposer(s). Contract(s) will then be submitted to the Board, the Mayor, and the City Council for approval.

The main criteria for the selection of the respondents are outlined in the RFP and are summarized as follows (See Article 5.8 in Transmittal 1 for more detail):

Evaluation Criteria	Percentage
☐ Technical Proposal & Schedule	20%
☐ Qualifications	20%
☐ Cost Control	40%
☐ Responsiveness	20%
Total	100%

RFP Posting Requirement

The RFP will be posted on the City's Regional Alliance Marketplace for Procurement (RAMP) website in compliance with City Council motion 95-1060S2. RAMP is the centralized portal to access the City's contracting opportunities. The RFP, addenda, and all other related documents will be available for download on <https://www.rampla.org>.

Notification of Intent to Contract

The original Notification of Intent (NOI) to Contract was filed with the CAO Clearinghouse on October 14, 2022.

Charter Section 1022

The Personnel Department made a Charter 1022 determination on December 7, 2022 and concluded that there was an insufficient number of City staff to perform these services.

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Business Inclusion Program (BIP) Outreach Requirements

On January 12, 2011, the Mayor issued Executive Directive No. 14 which created the BIP. The BIP provides Minority Business Enterprise (MBE), Woman Business Enterprise (WBE), Small Business Enterprise (SBE), Emerging Business Enterprise (EBE), Disabled Veteran Business Enterprise (DVBE), and Other Business Enterprise (OBE) firms an equal opportunity to compete for, and participate in, City contracts.

LASAN has established anticipated participation levels of eighteen percent (18%) MBE, four percent (4%) WBE, twenty-five percent (25%) SBE, eight percent (8%) EBE, and three percent (3%) DVBE.

Proposers submitting a proposal in response to this RFP are required to perform a BIP Outreach using the City's RAMP system. Failure to comply with the City's BIP Outreach requirements will render the proposal non-responsive.

In addition to BIP Outreach, Proposers are required to complete and submit the MBE/WBE/SBE/EBE/DVBE/OBE Subcontractors Information Form (Schedule A). Schedule A must be submitted with each Proposer's proposal. Additionally, during the term of the contract(s), the contractor(s) must submit the MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile (Schedule B) when submitting an invoice to the City.

Community-Level Contracting (CLC)

As part of the City's CLC initiative led by the Department of Public Works (DPW) as per the CLC Board Motion issued on May 19, 2021, LASAN seeks to help make City contracting more accessible and equitable by providing small contractors the opportunity to work directly with the City as Prime contractors on smaller, more manageable projects. LASAN staff evaluated the work to be performed under this opportunity and determined it would be most feasible and cost effective to work with a single Prime contractor.

Compliance with Board RFP Policy

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

(Continued on next page)

Other City Policies and Requirements

The proposers shall be required to comply with the City's requirements including the following:

- Nondiscrimination/Equal Employment Practices/Affirmative Action
- Equal Benefits Ordinance
- Living Wage and Worker Retention Ordinances
- Slavery Disclosure Ordinance
- Americans with Disabilities Act
- Child Support Obligations Policy
- Municipal Lobbying Ordinance
- Los Angeles Residence Information
- Non-Collusion Affidavit
- Performance Bond and Insurance requirements
- Business Tax Registration Certificate
- City of Los Angeles Contract History
- First Source Hiring Ordinance
- Contract Bidder Campaign Contribution and Fundraising Restrictions
- Iran Contracting Act of 2010 Compliance Affidavit
- City Contractor's Use of Criminal History for Consideration of Employment Applications
- Disclosure of Border Wall Contracting Ordinance
- COVID-19 Requirements
- Contractor Data Reporting

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

Local Business Preference (LBP) Program

Los Angeles Administrative Code Division 10, Chapter 1, Article 4, Section 10.25 adopted the Local Business Preference (LBP) Program which was designed to increase local employment and expenditures in the local private sector. All Proposers are eligible to participate in the LBP Program by qualifying as a Local Business Enterprise (LBE). The City shall grant a six percent (6%) of the total possible evaluation points added to their evaluation score to those Proposers who are certified as an LBE firm. If the LBE is also a Local Small Business (LSB) and/or Local Transitional Employer (LTE), they may be granted an additional two percent (2%) of the total possible evaluation points added to their evaluation score for each of those certifications, up to a total of ten percent (10%). The City shall grant a ten percent (10%) of the total possible evaluation points added to their evaluation score to those Proposers who are certified as a City Business Enterprise (CBE) firm. If the CBE is also a Local Small Business (LSB) and/or Local Transitional Employer (LTE), they may be granted an additional two percent (2%) of the total possible evaluation points added to their evaluation score for each of those certifications, up to a maximum of twelve percent (12%). Additionally, all non-LBE/CBE Proposers may be granted an additional

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percentage, up to a total of five percent (5%), of the total possible evaluations points added to their evaluation score for each of those certifications, for every ten percent (10%) of their proposal that is to be performed by a LBE, CBE, LSB, and/or LTE subcontractor.

Prevailing Wage

The California Labor Code requires that prevailing wages must be paid on all City of Los Angeles Public Works' Projects. All personnel employed in actual construction on this project must be paid at least the prevailing wage for the craft they are working in. Current prevailing wage rates may be obtained by contacting the Office of Contract Compliance at (213) 847-1922. Information on prevailing wages can also be obtained from the California Department of Industrial Relations' website at <http://www.dir.ca.gov/DLSR/PWD>.

Contractor Responsibility Ordinance

All contractors participating in this project are subject to compliance with the requirements specified in the City of Los Angeles' Contractor Responsibility Ordinance #173677, [City of Los Angeles Administrative Code Article 14, Chapter 1, Division 10]. Failure to comply with all requirements specified in this Ordinance will render the proposer'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 this personal services contract shall submit Contractor Performance Evaluation Reports to the Department of Public Works, Bureau of Contract Administration upon completion of this contract.

Contract Administration

Responsibility for the administration and management of the contract will be with the HWRP Division, LASAN.

PROJECT REVIEW BY DIRECTOR (PRD) APPROVAL

The project budget was approved by PRD on April 5, 2023, in the amount of \$43,031,936.

STATUS OF FINANCING

There is no impact to the General Fund. No funding is required at this time. Specific funding information will be provided at the time of approval of the project award. Funding sources may include, but are not limited to the Fund No.760, Sewer Operations and Maintenance Fund.

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Existing appropriations may change based on available cash balances. Therefore, funds and appropriations will be determined by the Director and General Manager of LASAN.

The City's liability under this contract shall only be to the extent of the present City appropriation to fund the contract. However, if the City shall appropriate funds for any succeeding years, the City's liability shall be extended to the extent of such appropriation, subject to the terms and conditions of the contract.

FUTURE ACTIONS

Upon authorization by the Board, the RFP and attachments will be posted on www.rampla.org.

An evaluation panel will evaluate the proposals. The most qualified proposer(s), who submitted the best proposal(s) in response to the RFP, will be interviewed, ranked, and selected. The Bureau will then negotiate a personal services contract or contracts with the highest rated proposer(s) to provide the required services. Subsequent to the negotiation of the contract, the Bureau will request the Board for authority to award and execute a contract with the selected proposer.

(Signature page follows)

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Respectfully submitted,



BARBARA ROMERO
Director and General Manager
Bureau of Sanitation

COMPLIANCE REVIEW PERFORMED
AND APPROVED BY:



Lynda McGlinchey (May 16, 2024 10:47 PDT)

LYNDA McGLINCHEY, Program Manager II
Office of Contract Compliance
Bureau of Contract Administration



JOHN L. REAMER, JR.,
Inspector of Public Works
Bureau of Contract Administration

REVIEWED AND APPROVED BY:



Sarai Bhaga (May 6, 2024 14:03 PDT)

SARAI BHAGA, Chief Financial Officer
Bureau of Sanitation
Date: _____

Prepared by:
Alan Tran, HWRP
(310) 648-5995

TRANSMITTAL NO. 1

REQUEST FOR PROPOSALS

FOR THE MANAGEMENT OF CITY OF LOS ANGELES BIOSOLIDS



**Barbara Romero, Director and General Manager
LA Sanitation and Environment**

**Hyperion Water Reclamation Plant
12000 Vista Del Mar
Playa Del Rey, CA 90293**

**CITY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS
LA SANITATION AND ENVIRONMENT**

Request for Proposals for the Management of City of Los Angeles Biosolids

This Request for Proposals (RFP) is a solicitation from the City of Los Angeles (CITY), by and through its Department of Public Works, Bureau of Sanitation (LASAN), for proposals from experienced contractors to provide the loading, transporting, and processing of Biosolids generated at the Hyperion Water Reclamation Plant (HWRP) and Terminal Island Water Reclamation Plant (TIWRP) for beneficial uses at sites other than Green Acres Farm (GAF) in accordance with all applicable state and federal regulations. Any proposal for consideration 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 and the Contractor(s).

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

DATE: MM, DD 2024

TIME: 10:00 AM Pacific Standard Time (PST)

**LOCATION: Hyperion Water Reclamation Plant
12000 Vista Del Mar
Playa Del Rey, CA 90293**

This Pre-proposal Meeting is mandatory for all proposers who wish to submit proposals for this RFP. Failure to attend the Pre-proposal Meeting will result in the Proposer's proposal being deemed non-responsive and will disqualify the Proposer for this RFP.

An original and six (6) copies (total of 7 hard copy sets) of the entire proposal, including all materials as specified herein, must be received by **12:00 PM PST** on the **Proposal Due Date: MM DD, 2024**. Proposals must be submitted to the following location:

**Hyperion Water Reclamation Plant
Attn: Shahrouzeh Saneie, Sr. Environmental Engineer
Pregerson TSF Bldg, 3rd Floor
12000 Vista Del Mar
Playa Del Rey, CA 90293**

Performance of a Business Inclusion Program (BIP) Outreach to Minority Business Enterprise (MBE), Woman Business Enterprise (WBE), Small Business Enterprise (SBE), Emerging Business Enterprise (EBE), Disabled Veteran Business Enterprise (DVBE), and Other Business Enterprise (OBE) subcontractors must be completed on the Regional Alliance Marketplace for Procurement (RAMP) or www.rampla.org. **All BIP outreach documentation must be submitted on RAMP by 4:30 p.m. on the first calendar day following the Proposal Due Date.**

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 when submitting a proposal in person.

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

**CITY OF LOS ANGELES•DEPARTMENT OF PUBLIC WORKS•LA SANITATION AND
ENVIRONMENT
REQUEST FOR PROPOSALS (RFP)
FOR THE MANAGEMENT OF CITY OF LOS ANGELES BIOSOLIDS**

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Attachment 6	City of Los Angeles Contract History Form
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Attachment 21	Disclosure of Border Wall Contracting Ordinance
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**CITY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS
LA SANITATION AND ENVIRONMENT**

**REQUEST FOR PROPOSALS (RFP)
FOR THE MANAGEMENT OF CITY OF LOS ANGELES BIOSOLIDS**

1.0 GENERAL INFORMATION

1.1 SECTION HEADINGS

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

1.2 DEFINITIONS

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

Agreement /Contract	The contractual agreement between the CITY and the Contractor for the services requested in this RFP.
Applicable Law	All statutes, rules, regulations, permits, orders, or requirements of the United States, State of California, CITY, County of Los Angeles, and all regional, county, and local government authorities and agencies having applicable jurisdiction, that apply to or govern the facility, the site, or the performance of the Contractor's and CITY'S respective obligations under the Agreement.
Beneficial Use	Standards for the final use or disposal of Biosolids such as when applied to land, placed on surface disposal sites or fired in an incinerator as set forth in the Code of Federal Regulations (CFR) at 40 CFR Part 503 <i>et seq.</i>
Biosolids	Digested sludge which consists of a 15% to 35% solid content.

Board	The Board of Public Works of the City of Los Angeles.
Calendar Day	Each day beginning at 12:01 a.m. and ending 24 hours later at 12:00 a.m. midnight.
Certified Weigh Station	A weigh station in compliance with the weight and measure laws in the California Business and Professions Code, and operated by a licensed Weigh Master. The weigh station shall also bear a seal of approval by a County Sealer of Weights and Measures under the supervision and direction of the Secretary of Food and Agriculture.
Certified Weight Ticket	Weight ticket issued by a certified Weigh Master from a Certified Weigh Station indicating the Gross Weight and tare weight of the vehicle or container, and the Net Weight of the material.
CITY	The City of Los Angeles, Board of Public Works or its subordinate Bureaus. The term CITY may also refer to the geographic area known as the City of Los Angeles, the City Council, other Departments of the City of Los Angeles, or any person employed by the City of Los Angeles who is authorized to represent the City of Los Angeles, such as the Project Engineer, in manners concerning this document.
CITY Project Manager	The CITY's designated representative for all issues related to this RFP/the Agreement.
Contract Execution Date	The effective date of the Contract as specified in Section 4.2 of this RFP.
Contractor	The Proposer(s) selected by the CITY through the evaluation process for this RFP.
Contract Project Manager	The Contractor's designated representative for all issues related to the Agreement.
Deficiency	A situation in which a violation of this Contract, local, state, or federal laws, rules, or regulations has been found.
EPA	United States Environmental Protection Agency.
GAF	Green Acres Farm, the real property described as 4,688 acres of land adjacent to Interstate 5 just south of Taft Highway in the general area of Bakersfield, California.

Gross Weight	The weight of the collection vehicle or other container including any loaded Biosolids.
HWRP	Hyperion Water Reclamation Plant, owned and operated by the CITY.
MBE/WBE/SBE/DBE/EBE/DVBE/OBE	Minority/Women/Small/Emerging/Disabled Veteran/Other Business Enterprises.
Net Weight	The difference between (1) the Gross Weight of the vehicle, and (2) the tare weight of the vehicle.
Operating Day	Any Calendar Day for which Contractor is obligated, pursuant to this RFP, to haul or to process the CITY's Biosolids.
Permit	Any federal, state, and local permit required for the proper completion of any phase of the project.
Proposer	A prospective contractor who has submitted a proposal for evaluation in response to this RFP, which shall include the primary Proposer and, where applicable, the members of a team of Proposers.
RFP	This Request for Proposals.
Service Commencement Date	The date the first load of Biosolids is picked up at HWRP and/or TIWRP.
Subcontractor	A contractor, supplier, or vendor who is subcontracted by the Contractor to work on the Contract.
TIRE	Terminal Island Renewable Energy.
TIWRP	Terminal Island Water Reclamation Plant, owned and operated by the CITY.
Ton	2,000 pounds.
Truck	Tractor and trailer.
wtpd	Wet tons per day.

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

The CITY operates four (4) water reclamation plants to treat an average of 320 million gallons of wastewater per day. The treatment of wastewater generates a solids byproduct. This solids byproduct undergoes thermophilic anaerobic digestion at 128 degrees Fahrenheit, and is then mechanically dewatered to a consistency of 24% solids, using large rotating centrifuges at HWRP. On average, 750 wet tons of dewatered digested Biosolids are produced each day (approximately 715 wtpd at HWRP and 35 wtpd at TIWRP). Both HWRP and TIWRP treat their Biosolids to conform to the EPA's Class A Exceptional Quality ("EQ") Biosolids standard, as defined in Title 40, Part 503 of the Code of Federal Regulations (CFR). This high standard of Biosolids treatment far exceeds the Class B standard typically met by the majority of wastewater treatment agencies. On very rare occasions, Class B Biosolids are also produced.

The CITY is committed to maintaining one hundred percent (100%) Beneficial Use of Biosolids produced at its water reclamation plants, in compliance with all federal, state, and local regulations. To meet this commitment, the CITY has adopted a diversified Beneficial Use of Biosolids program that incorporates feasible, innovative, and cost-effective resource recovery options for Biosolids, employing multiple hauling, transporting, and processing contractors.

Current CITY Biosolids Distribution		
Beneficial Use	Location	Biosolids (wtpd)
Land Application	Green Acres Farm (GAF), Kern County, CA	495
Composting	South Kern Composting Facility, Kern County, CA	75
Composting	Nursery Products, San Bernardino County, CA	0
Composting	Griffith Park (CITY owned and operated)	10
Land Application	Blythe, Riverside County, CA	50
Deep Well Injection (TIRE)	TIWRP	120 (85 wtpd from HWRP and 35 wtpd from TIWRP)

Of the 715 wtpd of Biosolids currently produced at HWRP, 505 wtpd will continue to be processed at GAF and Griffith Park, leaving 210 wtpd available for other Beneficial Uses through this RFP. Of the 210 wtpd covered by this RFP, 85 wtpd will only require hauling from HWRP to TIWRP. The remaining 125 wtpd will require to be hauled and beneficially used at the contractors' proposed sites. Any resulting contract(s) generated through this RFP process will have a term of five (5) years commencing after contract negotiation and award, with one, three (3)-year renewal option.

1.4 PROPOSAL OBJECTIVE

The CITY is seeking qualified firms, companies, and/or joint efforts to implement land application, composting and/or other beneficial use operations

The successful proposer(s) shall be responsible for the following:

- Creating an environmentally sound beneficial use management plan for

- Biosolids.
- Supplying, maintaining, housing, insuring, and operating all necessary processing and transportation equipment.
- Performing all loading, hauling, further processing, and Beneficial Use of the Biosolids, and maintaining all corresponding documentation.
- Determining and complying with all permitting requirements and environmental regulations as well as specific requirements mandated by the CITY.
- Implementing a spill response-training program, along with ongoing, regularly scheduled spill response training.
- Implementing the requirements of the CITY's Environmental Management System (EMS) for Biosolids management (see Attachment 16).
- Planning to beneficially use Biosolids in any acceptable manner excluding land filling.
- Having alternative plans for the Biosolids to be beneficially used in case Class B Biosolids are occasionally produced.
- Performing all loading at HWRP or TIWRP from 10:30 PM to 1:30 PM, three hundred sixty-five (365) days per year, including holidays.

Proposers shall submit proposals that incorporate a comprehensive system and not just individual components. Proposers shall define the development and financing using a full-service contract approach with the proposer bearing all costs of the design, permitting, financing, construction and operation of the system. The CITY will not finance or assume any risks related to financing the project.

The services sought under this RFP are to be furnished to the CITY at HWRP, 12000 Vista Del Mar, Playa Del Rey, CA 90293 and at TIWRP, 445 Ferry Street, San Pedro, CA 90731.

Proposals are to be submitted at a substantial level of detail and completeness to allow adequate evaluation by the selection team on a technical, environmental and financial basis. Proposals are expected to include details on hauling techniques; hauling routes; the technology and equipment to be used in processing Biosolids; transport and ultimate use of Biosolids; system capacity; implementation schedule; environmental and Permit considerations; and organization and qualifications of the project development team. The Biosolids processing option/destination shall be verified by the Proposer as fully constructed and operational at the time of contract execution. The CITY reserves the right to inspect the reuse site/operation, and approve/deny the proposed process at its sole discretion.

Based on an evaluation of the information contained in the proposals, an evaluation panel of CITY employees will make recommendations to pursue any or all of the following actions:

- A. Interview qualified Proposers.
- B. Request additional information.
- C. Negotiate a contract based solely on the original proposals.
- D. Enter into simultaneous negotiations with more than one (1) Proposer.
- E. Negotiate a contract based on additional information supplied by the Proposer.
- F. Accept more than one (1) proposal.
- G. Reject any or all proposals.

- H. Accept or reject individual components of any proposal.
- I. Issue a subsequent Request for Proposals, based on refinements of concepts that were proposed in response to this RFP.
- J. Conduct all investigations and background checks deemed necessary for adequate evaluation, including site visits and equipment inspections.

2.0 **SCOPE OF WORK**

The CITY is seeking proposals from qualified and capable Proposers for the management of *approximately* 210 wtpd of CITY Biosolids, distributed as follows: (1) loading and hauling, only, of 85 wtpd of Biosolids from HWRP to TIWRP; and (2) loading, hauling, and Beneficial Use at other sites of 125 wtpd of Biosolids from HWRP and/or TIWRP. The exact tonnage under the Contract will be determined through Contract negotiations (see asterisk below). This RFP is for the loading, transporting, and Beneficial Use of Biosolids at a site or sites other than GAF. Typical loading at HWRP and TIWRP is performed from 10:30 PM to 1:30 PM (next day) every day, including holidays, for three hundred sixty-five (365) days per year.

Available CITY Biosolids for the RFP				
Available Biosolids (wtpd)*	Current Beneficial Use	Current Location	Requires Loading/Hauling	Requires Proposed Beneficial Use/Location
50	Land Application	Riverside County and Arizona	Yes	Yes
75	Composting	South Kern, Liberty and Nursery Products	Yes	Yes
85	Deep Well Injection (TIRE) – Hauling only	TIWRP	Yes	No

Note: All Permits are to be obtained by and at the expense of the Contractor.

(*) The Biosolids tonnages could be increased or decreased as determined by the CITY and depending on Biosolids production.

The CITY intends to select one (1) or more proposals from qualified firms, negotiate a contract(s), and work cooperatively towards implementing a sound management plan for addressing the Biosolids diversification program. The term of the Agreement is for five (5) years with one, three (3)-year renewal option.

HWRP and TIWRP Biosolids meet the pathogen and vector attraction requirements and metals standards for Beneficial Use in accordance with EPA regulations codified at 40 CFR 503 *et seq.* HWRP and TIWRP are currently producing Class A EQ Biosolids. Analysis of metal and organic constituents for Biosolids is listed in [Attachment 15](#). Samples of Biosolids are available to Proposers for analysis. Proposers interested in obtaining samples for analysis should contact Alan Tran at (310) 648-5995 or via email at alan.tran@lacity.org.

3.0 **STANDARD CITY CONTRACTUAL REQUIREMENTS**

All Proposers are required to adhere to the CITY's Standard Provisions for City Contracts (Rev. 9/22) [v.1] ([Attachment 9](#)). Each Proposer shall submit the relevant completed forms and documentation.

3.2 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.

3.3 INSURANCE AND BONDS

The Contractor will be required to maintain and provide certification of insurance and bonding coverage as specified by the Office of the City Administrator, Risk Management for the duration of the Contract (refer to Attachment 4 for the proposed amounts). For proposals that include land application of Biosolids, Form 146 provided by the CITY must be completed to provide evidence of insurance and bond coverage.

(a) General Liability	\$5,000,000
(b) Workers' Compensation	
Employer's Liability Insurance	\$2,000,000
(c) Automobile Liability	\$2,000,000
(d) Bonds	\$200,000

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 4](#). The CITY's Office of the City Administrative Officer, Risk Management ("CAO Risk Management"), will determine actual insurance coverage requirements and limits at the time a specific Proposal is accepted.

As security for performance under the terms of the proposed Agreement and subsequent agreements, successful Proposer(s) will be required to furnish, by the Contract Execution Date, a performance bond or equivalent security in a form acceptable to the CITY. The initial term of the bond shall be for one (1) year, beginning with the Contract Execution Date, and the bond shall be renewed for each successive year thereafter throughout the Contract term. Prior to the award of any contracts, Proposers do not have to post the performance bond; however, Proposers must show the capability to do so with a letter from a bonding company that is to be included with their proposal.

3.4 LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE

The Contractor shall maintain valid Business Tax Registration Certificate(s) as required by the CITY's Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code. For the term covered by the Agreement, the Contractor shall maintain, or obtain, as necessary, all such certificates required under the Business Tax Ordinance and shall not allow such certificates to lapse or be revoked or suspended. Refer to [Attachment 2](#) for the Business Tax Registration Certificate Notice and Application Form.

3.5 CONFLICT OF INTEREST

The names of entities associated with the Proposer who may have a conflict of interest with any activity of this project must be included in the proposal, along with details and reasons regarding the apparent or potential conflict. Proposers shall be subject to disqualification on the basis of a conflict of interest as determined by the CITY.

3.6 NONDISCRIMINATION, EQUAL EMPLOYMENT PRACTICES AND AFFIRMATIVE ACTION PLAN

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.

All contracts (both construction and non-construction) 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. By affixing its signature on a contract that is subject to the Equal Employment Practices Provisions, the Contractor shall agree to adhere to the provisions in the Equal Employment Practices Provisions for the duration of the Contract.

All contracts (both construction and non-construction) for which the consideration is \$25,000 or more shall comply with the provisions of Los Angeles Administrative Code Sections 10.8.4., Affirmative Action Program Provisions. By affixing its signature on a contract that is subject to the Affirmative Action Program Provisions, the Contractor shall agree to adhere to the provisions in the Affirmative Action Program Provisions for the duration of the contract.

Furthermore, Contractors shall include similar provisions in all subcontracts awarded for work to be performed under the Contract with the CITY and shall impose the same obligations. The contract with the subcontractor that contends similar language shall be made available to the Office of Contract Compliance upon request.

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>.

3.7 CHILD SUPPORT ORDINANCE

The Contractor shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b)

of the LAAC, Contractor shall fully comply with all applicable State and Federal employment reporting requirements. Failure of Contractor to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of Contractor to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the Contractor under this Contract. Failure of Contractor or principal owner to cure the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by Contractor for work to be performed under this Contract must include an identical provision.

3.8 BUSINESS INCLUSION PROGRAM (BIP) OUTREACH REQUIREMENTS

This RFP is subject to the City of Los Angeles' BIP Outreach Requirements included in [Attachment 7](#) of this RFP. Performance of a BIP Outreach to Minority Business Enterprise (MBE), Woman Business Enterprise (WBE), Small Business Enterprise (SBE), Emerging Business Enterprise (EBE), Disabled Veteran Business Enterprise (DVBE), and Other Business Enterprise (OBE) subcontractors must be completed utilizing the CITY'S Regional Alliance Marketplace for Procurement (RAMP) system, www.rampla.org.

For the purpose of this RFP, the CITY has set overall anticipated participation levels of eighteen percent (18%) MBE, four percent (4%) WBE, twenty five percent (25%) SBE, eight percent (8%) EBE, and three percent (3%) DVBE. All Proposers must perform a BIP Outreach as described in [Attachment 7](#) to solicit potential MBE, WBE, SBE, EBE, DVBE, and OBE subcontractors. Proposers will not be able to utilize the RAMP's BIP Outreach notification function less than fifteen (15) Calendar Days prior to the RFP response submittal deadline. **Failure to comply with the CITY'S BIP Outreach requirements by the deadline will render the RFP response non-responsive.**

The following NAICS Codes have been identified as work areas for which subcontracting outreach must be performed:

- All other Miscellaneous Waste Management (562998)
- Specialized Freight Truck, Local (484220)
- Specialized Freight Truck, Long Distance (484230)
- Engineering Services (541330)

Proposers must complete their RAMP BIP Summary Sheet including the names of all the responding subcontractors, vendors, or equipment rental businesses that were selected or not selected to perform work, including but not limited to the area shown in the Scope of Work section of this RFP. This list must also include an explanation of the evaluation that led to any subcontract that was rejected, and the explanation for rejection must have been communicated to the subcontractor/vendor using the RAMP system.

Respondents to this RFP will have until 4:30 pm of the following CITY working day after the RFP response submittal date to complete the RAMP-generated BIP Summary Sheet with the entries of the bids and quotes from all selected and non-selected subcontractors/vendors. **Failure to comply with the CITY'S BIP Outreach requirements by the deadline will render the proposal non-responsive.**

Proposers are also required to complete the MBE/WBE/SBE/EBE/DVBE/OBE Subcontractor Information Form (Schedule A) and submit it with the RFP. The Proposers must include on the Schedule A the names, addresses, telephone numbers, contact persons and dollar value of the subcontract of all of the selected firms, and a complete description of the supplies and/or the work to be provided by each firm.

Proposers must have a bid/quote from each Subcontractor listed on their Schedule A prior to submission of the Schedule A. Proposers are encouraged to submit all of their bids/quotes from all responding Subcontracts at the time they modify their RAMP BIP Summary Sheet by uploading them to the "BIP Supporting Documents" section. Copies of the subcontracts from ALL responding MBE/WBE/SBE/EBE/DVBE/OBE firms must be submitted prior to the award of the RFP.

During the term of the Contract, the Proposer must submit the MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile (Schedule B) with each invoice.

Upon completion of the project, a summary of Subcontractor utilization shall be prepared on the "Final Subcontracting Report" form (Schedule C) and certified as correct by the Contractor or its authorized representative. The completed form shall be furnished to LASAN within 15 working days after completion of the Contract.

Proposers who have questions or who require assistance with the BIP requirements should contact John Pattison in LASAN's Centralized Contracts Unit at john.pattison@lacity.org.

Please refer to [Attachment 7](#) for additional information regarding the BIP Outreach Requirements.

3.9 EQUAL BENEFITS ORDINANCE (EBO)/FIRST SOURCE HIRING ORDINANCE (FSHO)

If a contract is subject to the Equal Benefits Ordinance (EBO) and/or the First Source Hiring Ordinance (FSHO), Proposers are required to complete a streamlined EBO/FSHO Compliance Affidavit web application form that is located on the CITY of Los Angeles' Regional Alliance Marketplace for Procurement (RAMP) at www.rampla.org. Proposers are responsible for creating a RAMP profile and completing and submitting the affidavit. See below for additional details about the EBO and the FSHO.

Equal Benefits Ordinance (EBO):

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 submit the Equal Benefits Ordinance/First Source Ordinance Compliance Affidavit

available on the CITY of Los Angeles' Regional Alliance Marketplace for Procurement (RAMP) residing at www.rampla.org, prior to award of a CITY contract that exceeds \$25,000. The affidavit shall be valid for a period of three (3) years from the date it is first uploaded onto the CITY's RAMP. 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 EBO Affidavit.

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

First Source Hiring Ordinance (FSHO):

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).

All Proposers shall complete and electronically sign the e Equal Benefits Ordinance/First Source

Ordinance Compliance Affidavit

Affidavit available on the CITY's RAMP residing at www.rampla.org prior to award of a CITY contract. The affidavit shall be valid for a period of three (3) years from the date it is first uploaded onto the CITY's RAMP.

Proposers seeking additional information regarding the requirements of the First Source Hiring Ordinance may visit the BCA website at <http://bca.lacity.org>.

Proposers shall refer to the Equal Benefits Ordinance ([Attachment 5](#)) and the First Source Hiring Ordinance ([Attachment 14](#)) for further information regarding the requirements of these Ordinances.

3.10 LIVING WAGE AND WORKER RETENTION ORDINANCES

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 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 and 10.36 et seq., Worker Retention Ordinance. Proposers shall refer to [Attachment 8](#), "Living Wage Ordinance and 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 shall apply for exemption from the Ordinance by completing and submitting the appropriate Exemption/Non-Coverage Application form with their proposal. Application forms are as follows: Exemption Application (Form LW-10), Small Business Exemption Application (Form LW-26), 501(c)(3) Non-profit Exemption Application (OCC/LW-28), and Non-Coverage Determination Application (Form OCC/LW-29). These forms and more detailed information about the ordinances are available on the BCA website at <https://bca.lacity.org>.

3.11 DISCLOSURE ORDINANCES AFFIDAVIT

Unless otherwise exempt by the provisions of the Slavery Disclosure Ordinance (SDO) and the Disclosure of Border Wall Contracting Ordinance (DBWCO), any contract awarded under this RFP will be subject to the SDO, Section 10.41 of the Los Angeles Administrative Code and the DBWCO, Section 10.50 of the Los Angeles Administrative Code.

You must register on RAMPLA (www.rampla.org) to access the updated Disclosure Ordinances Affidavit web form. The web form can be found by clicking on the “Profiles” tab. Scroll to the “Company Profile” section and click on “Compliance Documents.” The web form should be completed and submitted by the time of RFP submission.

The web form will be verified by the BCA only if your company is the successful Proposer selected for contract award. Proposers seeking additional information regarding the requirements of the SDO or DBWCO Disclosure Ordinances may visit the BCA website at <http://bca.lacity.org>.

3.12 HEADQUARTERS AND WORKFORCE INFORMATION

Per City Council Motion 57, all proposals must include the headquarters address of the primary proposer and the percentage of employees that reside within the CITY ([Attachment 11](#)).

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

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

3.13 MUNICIPAL LOBBYING ORDINANCE

Any Proposer for the 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, in a form prescribed by the CITY Ethics Commission, that the Proposer acknowledges and agrees to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if the Proposer qualifies as a lobbying entity under the Ordinance. The exemptions contained in the 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 13](#).

3.14 CONTRACTOR PERFORMANCE EVALUATION ORDINANCE

At the end of the Contract, the CITY will conduct an evaluation of the Contractor's

performance. The CITY may also conduct evaluations of the Contractor's performance during the term of the Contract. As required by Section 10.39.2 of the Los Angeles Administrative Code, evaluations will be based on a number of criteria, including the quality of the work product or service performed, the timeliness of performance, financial issues, and the expertise of the personnel that the Contractor assigns to the Contract. A Contractor who receives a "Marginal" or "Unsatisfactory" rating will be provided with a copy of the final CITY evaluation and allowed 14 (fourteen) 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.

3.15 ACCESS AND ACCOMMODATIONS

The Contractor represents and certifies that:

- A. The Contractor shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 et seq., the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 et seq., the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;
- B. The Contractor shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;
- C. The Contractor shall provide reasonable accommodation upon request to ensure equal access to CITY-funded programs, services and activities;
- D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and
- E. The buildings and facilities used to provide services under the Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

The Contractor understands that the CITY is relying upon these certifications and representations as a condition to funding the Contract. Any subcontract entered into by the Contractor for work to be performed under the Contract must include an identical provision.

3.16 NON-COLLUSION AFFIDAVIT

A signed statement shall be submitted with each proposal that indicates the following: (1) the proposal is genuine, not sham or collusive or intended to be withdrawn once submitted for evaluation in the RFP selection process or during consideration for contract award; (2) the proposal is not made in the interest or on behalf of any person not named therein; (3) the Proposer has not directly or indirectly induced or solicited any person, firm, or Proposer to submit a false or collusive proposal or to refrain from submitting a proposal; and (4) the Proposer has not in any manner sought by collusion to secure an advantage over any other Proposer. See [Attachment 12](#) for sample affidavit.

3.17 CITY OF LOS ANGELES CONTRACT HISTORY

The Los Angeles CITY Council passed a resolution on July 21, 1998 requiring that all proposed vendors supply in their proposal or bid a list of all CITY contracts held by the bidder or any affiliated entity during the proceeding ten (10) years. Proposers shall complete and return the Contract History form included in [Attachment 6](#).

3.18 CONTRACT BIDDER CAMPAIGN CONTRIBUTION AND FUNDRAISING RESTRICTIONS/BIDDER CERTIFICATION

Unless otherwise exempt, if the Contract is valued at \$100,000 or more and requires approval by an elected CITY office, the Contractor, Contractor's principals, and Contractor's Subcontractors expected to receive at least \$100,000 for performance under the Contract, and the principals of those Subcontractors (the "Restricted Persons") shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles the CITY to terminate the Contract and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected CITY officials or candidates for elected CITY office for twelve months after the Contract is signed. Additionally, a Contractor subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any Contractor subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least \$100,000 for performance under the Contract:

"Notice Regarding Restrictions on Campaign Contributions and Fundraising in CITY Elections

You are a subcontractor on CITY of Los Angeles Contract #_____. Pursuant to the CITY of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected CITY of Los Angeles ("CITY") officials and candidates for elected CITY office for twelve months after the CITY contract is signed. You are required to provide the names and contact information of your principals to the Contractor and to amend that information within ten business days if it changes during the twelve-month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at ethics.laCITY.org or by calling the Los Angeles CITY Ethics Commission at (213) 978-1960."

The Bidder Certification CEC Form 55 can be found in [Attachment 17](#).

3.19 LOCAL BUSINESS PREFERENCE (LBP) PROGRAM

Los Angeles Administrative Code Division 10, Chapter 1, Article 4, Section 10.25 adopted the Local Business Preference (LBP) Program which was designed to increase local employment and expenditures in the local private sector. All Proposers are eligible to participate in the LBP Program by qualifying as a Local Business Enterprise (LBE). The City shall grant a six percent (6%) of the total possible evaluation points added to their evaluation score to those Proposers who are certified as an LBE firm. If the LBE is

also a Local Small Business (LSB) and/or Local Transitional Employer (LTE), they may be granted an additional two percent (2%) of the total possible evaluation points added to their evaluation score for each of those certifications, up to a total of ten percent (10%). The City shall grant a ten percent (10%) of the total possible evaluation points added to their evaluation score to those Proposers who are certified as a City Business Enterprise (CBE) firm. If the CBE is also a Local Small Business (LSB) and/or Local Transitional Employer (LTE), they may be granted an additional two percent (2%) of the total possible evaluation points added to their evaluation score for each of those certifications, up to a maximum of twelve percent (12%). Additionally, all non-LBE/CBE Proposers may be granted an additional percentage, up to a total of five percent (5%), of the total possible evaluations points added to their evaluation score for each of those certifications, for every ten percent (10%) of their proposal that is to be performed by a LBE, CBE, LSB, and/or LTE subcontractor.

This rule applies to a certified LBE/LSB/LTE Subcontractor(s), provided that the work performed is of a commercially-useful purpose in execution of the CONTRACT, and/or is performed in the certified LBE/LSB/LTE Subcontractor's normal course of business. The work performed and all costs of each certified LBE/LSB/LTE Subcontractor or Subcontractors should be clearly specified in the Proposer's RFP submittal.

Preferences shall only be awarded to a certified LBE/LSB/LTE Proposer or certified LBE/LSB/LTE Subcontractor when the services provided under the Contract are directly provided by its employees whose primary work location is in Los Angeles County. Preferences shall only be awarded for equipment, goods, or materials when the certified LBE/LSB/LTE Proposer or certified LBE/LSB/LTE Subcontractor acts as a supplier or dealer (not less than two thirds of the time), or designs, manufactures, or assembles the equipment, goods, or materials (not less than two thirds of the time), at a business location in Los Angeles County.

The Local Business Preference Program information can be found in [Attachment 18](#).

3.20 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 19](#)).

3.21 CONFIDENTIALITY

All documents, information and materials provided to Contractor by CITY or developed by Contractor pursuant to this Contract (collectively "Confidential Information") are confidential. Contractor shall not provide or disclose any Confidential Information or their contents or any information therein, either orally or in writing, to any person or entity, except as authorized by CITY or as required by law. Contractor shall immediately notify CITY of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

3.22 DISCLOSURE OF BORDER WALL CONTRACTING ORDINANCE

Contractor shall comply with Los Angeles Administrative Code Section 10.50 et seq., "Disclosure of Border Wall Contracting." CITY may terminate this Contract at any time if CITY determines that Contractor failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in LAAC Section 10.50.1.

3.23 LABOR COMPLIANCE REQUIREMENTS (PREVAILING WAGE, SB 854 ETC.)

Contractor must comply with applicable labor compliance requirements including but not limited to prevailing wage requirements, SB 854, Labor Code section 1771.1(a) & 1725.5, Public Works Contractor Registration Program, Electronic Certified Payroll Records to Labor Commissioner, and other requirements described on the direct links provided below as applicable.

Prevailing Wage Requirements

Contractor acknowledges and agrees that if all or part of the work will constitute construction, alteration, demolition, installation, or repair work done under contract and paid for in whole or in part out of public funds under Labor Code Section 1720, and to the extent federally funded or assisted in excess of \$2,000, are subject to Davis Bacon and Related Acts (DBRA). Prevailing wages must be paid to all workers employed on public works project when the public works project is over \$1,000. Accordingly, Contractor shall comply with applicable prevailing wage policies as set forth in the State Labor Code requirements pertaining to "public works," including the payment of prevailing wages in connection construction, alteration, demolition, installation, or repair work components of the work, and the DBRA (collectively, "Prevailing Wage Policies"). Contractor shall submit certified copies of payroll records to the CITY through the Online Certified Payroll System (OCPS) and to maintain and make records available to the CITY and its designees for inspection and copying to ensure compliance with Prevailing Wage Policies.

For more details, please refer to the applicable statutes and regulations regarding the payment of prevailing wages and General Prevailing Wage Determination(s) including the footnotes. Such information is available on the Department of Industrial Relations' website at <http://www.dir.ca.gov/>. Frequently asked questions can be found on the following link at http://www.dir.ca.gov/OPRL/FAQ_PrevailingWage.html.

SB 854 – Important Information for Contractors

SB 854 (Stat.2014, chapter 28) made several changes to the laws governing how the Department of Industrial Relations (DIR) monitors compliance with prevailing wage requirements on public works projects as follows:

- No contractor or subcontractor may be listed on a bid proposal for public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1 (a)].

- No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

The prime contractor must post job site notices prescribed by regulation (See 8 Calif. Code Reg. §16451(d) for the notice that previously was required for projects monitored by the CMU (Compliance Monitoring Unit).)

Additionally, all Contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement). The phase-in timetable for this requirement can be found on the following link at <http://www.dir.ca.gov/Public-Works/SB854.html> (also for all SB854 related information).

These new requirements will apply to all public works that are subject to the prevailing wage requirements of the Labor Code, without regard to funding source.

Please refer to <http://www.dir.ca.gov/> for general requirements by DIR (Department of Industrial Relations in the State of California).

For additional information about public works requirements, please visit the public works section at <http://www.dir.ca.gov/Public-Works.html>.

3.24 CONTRACTOR/SUBCONTRACTOR LICENSING

The Contractor and its subcontractors or agents must possess and maintain current, valid, and appropriate California licenses, if applicable, for performance of work in the Project, and must be properly registered with the State of California Department of Industrial Relations.

3.25 CONTRACTOR'S USE OF CRIMINAL HISTORY FOR CONSIDERATION FOR EMPLOYMENT APPLICATIONS ORDINANCE

Any contract awarded pursuant to this RFP will be subject to the CITY Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance, Section 10.48 of the Los Angeles Administrative Code. The Ordinance provides, among other things, that Contractors/Subcontractors with at least ten employees are: prohibited from seeking a job applicant's criminal history information until after a job offer is made; must post the Ordinance's information in conspicuous places at worksites; and cannot withdraw a job offer based on an applicant's criminal history unless a link has effectively been made between the applicant's criminal history and the duties of the job position.

Proposers seeking additional information regarding the requirements of the CITY Contractors' Use of Criminal History for Consideration of Employment Applications may visit the Bureau of Contract Administration's website at <http://bca.lacity.org>.

3.26 COVID-19 VACCINATION REQUIREMENTS

Employees of Contractor and/or persons working on its behalf, including, but not limited to, subcontractors (collectively, "Contractor Personnel"), while performing services under this Agreement and prior to interacting in person with City employees, contractors, volunteers, or members of the public (collectively, "In-Person Services") must be fully vaccinated against the novel coronavirus 2019 ("COVID-19"). "Fully vaccinated" means that 14 or more days have passed since Contractor Personnel have received the final dose of a two-dose COVID-19 vaccine series (Moderna or Pfizer-BioNTech) or a single dose of a one-dose COVID-19 vaccine (Johnson & Johnson/Janssen) and all booster doses recommended by the Centers for Disease Control and Prevention. Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated. Contractor shall retain such proof for the document retention period set forth in this Agreement. Contractor shall grant medical or religious exemptions ("Exemptions") to Contractor Personnel as required by law. If Contractor wishes to assign Contractor Personnel with Exemptions to perform In-Person Services, Contractor shall require such Contractor Personnel to undergo weekly COVID-19 testing, with the full cost of testing to be borne by Contractor. If Contractor Personnel test positive, they shall not be assigned to perform In-Person Services or, to the extent they have already been performing In-Person Services, shall be immediately removed from those assignments. Furthermore, Contractor shall immediately notify City if Contractor Personnel performing In-Person Services (1) have tested positive for or have been diagnosed with COVID-19, (2) have been informed by a medical professional that they are likely to have COVID-19, or (3) meet the criteria for isolation under applicable government orders.

3.27 CONTRACTOR DATA REPORTING

If Contractor is a for-profit, privately owned business, Contractor shall, within 30 days of the effective date of the Contract and on an annual basis thereafter (i.e., within 30 days of the annual anniversary of the effective date of the Contract), report the following information to City via the Regional Alliance Marketplace for Procurement ("RAMP") or via another method specified by City: Contractor's and any Subcontractor's annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner ("Contractor/Subcontractor Information"). Contractor shall further request, on an annual basis, that any Subcontractor input or update its business profile, including the Contractor/Subcontractor Information, on RAMP or via another method prescribed by City.

4.0 BUSINESS ARRANGEMENTS

The CITY may execute an Agreement with the Contractor that will provide for an agreed tipping and hauling fee price for the management of the CITY's Biosolids at sites approved by the CITY pursuant to this RFP. The Agreement will incorporate all elements of the Proposer's business and technical proposals. The Agreement is subject to the final approval of the Board, Mayor and City Council. Set forth in this section are the major terms of the business arrangement that the CITY seeks with the Proposer, as further defined by the proposal items contained in the Proposer's proposal.

4.1 CONDITIONS OF PROPOSED AGREEMENT

The CITY will not be liable for reimbursing the Proposer for any fees in the event that the Proposer is not selected. If, subsequent to selection, Permits are not obtained, the Proposer will be liable to the CITY for damages and/or the CITY shall have the right to terminate the Contract. The successful Proposer is required to receive and transfer all CITY Biosolids within the limits of the performance guarantees set forth in Section 4.3. In the event the Proposer fails to meet its obligations, the Proposer shall remain liable for all additional costs incurred by the CITY in making alternative arrangements for the Biosolids management associated with whatever alternate arrangements are made.

4.2 TERM OF PROPOSED AGREEMENT

The proposed Agreement will be for a term of five (5) years from the Contract Execution Date, with one, three (3)-year renewal option. The Contract(s) is subject to final approval of the Board, Mayor, and City Council.

Unless otherwise provided, the Contract resulting from this RFP shall take effect when all of the following events have occurred (the "Contract Execution Date"):

- A. The Contract has been signed on behalf of the Contractor by the person or persons authorized to bind the Contractor;
- B. The Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of the Contract as to form; and
- D. The Contract has been signed on behalf of the CITY by the person designated by the City Council, or by the board, officer or employee authorized to enter into the Contract.

4.3 PERFORMANCE GUARANTEES

The Proposer must be ready to accept CITY's Biosolids from HWRP and TIWRP and haul them to sites approved by the CITY. The Proposer is required to make the following performance guarantees to the CITY and to assume liability for all associated performance damages as set forth in Section 4.3.2.

In the event of delays beyond the scheduled Service Commencement Date, the Proposer shall provide an alternative means of transportation and/or Beneficial Use of CITY Biosolids.

4.3.1 GUARANTEED MANAGEMENT OF ALL BIOSOLIDS

The Contractor shall guarantee the management of all Biosolids received from the CITY. In the event of rejection of these Biosolids by a receiving facility, the Contractor(s) shall ensure that the Biosolids are transported to another facility approved by the CITY. Under no circumstances shall any Biosolids be returned to the CITY.

4.3.2 PERFORMANCE DAMAGES

The CITY will be responsible for preparing and submitting to the Contractor, together with appropriate supporting documentation, claims for performance damages that arise from wrongful rejection of CITY Biosolids by the Contractor or from the failure of the Contractor to meet the location or schedule requirements. The CITY shall submit such claims on an as-needed basis as said damages occur. The Contractor shall review such claims within thirty (30) calendar days of receipt and apply as a Performance Damage credit the aggregate amount of such claims, which shall be subject to the procedures for payment or crediting of disputed amounts as described in Section 4.12.1.

4.3.3 DEFAULTS AND REMEDIES

The Agreement will identify specific event(s) of default for each party, as well as remedies available to the non-defaulting party. Certain events of default may include notice and right to cure. If an event of default by the Proposer occurs, the amount of the bond will be forfeited to the CITY. The CITY may terminate the Agreement and the CITY may pursue any other remedy available to it under law, including but not limited to a suit for specific remedy.

4.4 WARRANTY AND RESPONSIBILITY OF PROPOSER

The Proposer shall warrant that the work hereunder shall be completed in a manner consistent with professional standards practiced among those firms within the Proposer's profession, doing the same or similar work under the same or similar circumstances. The Contractor shall perform such professional services as may be necessary to accomplish the work required in accordance with Agreement. The Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all services provided to the CITY under this Agreement. The Contractor shall, at no additional costs to the CITY, correct or revise any errors, omissions, or other deficiencies in its designs, drawings, specifications, reports, calculations and other services.

4.5 LIABILITY OF SELECTED PROPOSER

Except as otherwise provided in the Agreement, the Contractor shall be and shall remain liable, in accordance with Applicable Law, for all damages to the CITY caused by the Contractor'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.

4.6 CONTRACTOR'S PERSONNEL

Unless otherwise provided or approved by the CITY, the Contractor 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 Contractor agrees to remove personnel from performing work under the Agreement if requested to do so in writing by the CITY.

The Contractor 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 Contractor shall remain responsible for performing all aspects of the Agreement. The CITY has the right to approve the Contractor's Subcontractors, and the CITY reserves the right to request replacement of Subcontractors. The CITY does not have any obligation to pay the Contractor's Subcontractors, and nothing herein creates any privity between the CITY and the Subcontractors. The use of Subcontractors shall be subject to approval of the CITY, pursuant to provisions of Section 4.7.

4.7 SUBCONTRACTORS

All subcontracts 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 Proposer shall not be considered subcontractors. The 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.

4.8 LIMITATION OF CITY'S OBLIGATION TO MAKE PAYMENT TO CONTRACTOR

Notwithstanding any other provision of the Contract, including any exhibits or attachments incorporated therein, and in order for the CITY to comply with its governing legal requirements, the CITY shall have no obligation to make any payments to the Contractor unless the CITY shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in the Contract. The Contractor agrees that any services provided by the Contractor, purchases made by the Contractor or expenses incurred by the Contractor in excess of the appropriation(s) shall be free and without charge to the CITY and the CITY shall have no obligation to pay for the services, purchases or expenses. The Contractor shall have no obligation to provide any services, provide any equipment or incur any expenses in excess of the appropriated amount(s) until the CITY appropriates additional funds for the Contract.

4.9 COST CEILING

The CITY shall determine the cost ceiling for this proposal at the time of Contract execution. In the event of multiple contracts, the sum of the Contract ceilings shall not exceed the amounts to be determined at the time of Contract execution. The CITY shall not reimburse the Proposer for costs in excess of the cost ceiling. The Proposer shall not continue performance (including actions under the temporary stop work of termination clauses) or otherwise incur costs in excess of the cost ceiling, unless and until the CITY notifies the Proposer in writing that cost ceiling has been increased.

In the absence of the specified notice, the CITY shall not reimburse the Proposer in excess of the cost ceiling set forth, whether the costs were incurred during the course of Agreement or as a result of the termination. When and to the extent that the CITY increases the cost ceiling, any costs incurred by the Proposer in excess of the cost ceiling shall be allowable only with the approval of the CITY.

4.10 COMPENSATION

The CITY shall compensate the Contractor for all services provided as described herein in accordance with the applicable rates specified in the Agreement.

4.11 COSTS INCURRED PRIOR TO FULL EXECUTION OF THE PROPOSED AGREEMENT

Costs incurred by the Contractor following the RFP process but prior to the Contract Execution Date shall only be payable to the Contractor if said costs were incurred in completing any task specifically authorized by the proposed Agreement, and said costs are reviewed and approved by the CITY, and said approval for payment occurs after the proposed Agreement is fully executed. No such amount shall be due and payable until the City's review and approval. In no event shall interest be owed on any costs whatsoever incurred prior to Contract Execution Date.

4.11.1 DISCOUNT AND BEST TERMS

The CITY may 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. Throughout the term of the Contract, the Contractor shall offer the CITY the best terms, prices, and discounts that are offered to any of the Contractor's customers for similar goods and services provided under the Contract.

4.11.2 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 Agreement.

4.11.3 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.

4.11.4 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.

4.12 PAYMENT FOR SERVICES

4.12.1 GENERAL PAYMENT OBLIGATION

The CITY's sole payment obligation for all services to be provided under the terms of this RFP and the proposed Agreement shall be payment of a per-ton transfer for Biosolids delivered by the Contractor to the CITY-approved facilities. Beginning with the calendar month first following the Service Commencement Date, and on a monthly basis thereafter, the Proposer will be responsible for preparing and submitting, in a form suitable to the CITY, an invoice indicating the amount due and payable by the CITY for transfer services rendered in the prior month. This invoice will include the Biosolids manifests or bills of lading as backup for transfer charges.

The Contractor shall maintain hauling records at the delivery site(s) for inspection and verification by the CITY. The CITY shall pay the amount due the Contractor, when submitted on a proper invoice, less performance damages, if any, in accordance with existing vendor payment practices. In the event of a dispute of an invoiced amount, 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 that may accrue thereon, in accordance with existing CITY practices.

4.12.1.1 Invoice Submittal

The Contractor shall submit all invoices to:
Hyperion Water Reclamation Plant
Attn: Shahrouzeh Saneie, Sr. Environmental Engineer
Pregerson TSF Bldg, third floor
12000 Vista Del Mar
Playa Del Rey, California 90293

4.12.1.2 Invoice Submittal Deadline

The CITY shall not be responsible for payment of invoices or supplemental invoices submitted to the CITY more than one (1) year after the date of expiration of the Agreement.

4.12.1.3 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 in a timely manner. To expedite the approval process, the Contractor is encouraged to submit draft invoices for review, prior to submitting a final invoice.

4.12.1.4 MBE/WBE/SBE/EBE/DVBE/OBE Utilization Report

The Proposer shall submit each invoice with a MBE/WBE/SBE/EBE/DVBE/OBE Utilization Report ("Schedule B") for each MBE/WBE/SBE/EBE/DVBE/OBE subcontractor as described in [Attachment 7](#). The Proposer shall submit the MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile with the original

invoice, or with a duplicate invoice that is wet stamped "original" and initialed by the project manager.

4.12.1.5 Supporting Documentation and Other Invoice Items

An invoice shall only be considered complete when it is accompanied by all of the appropriate supporting documentation as specified herein. 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 Contractor. The CITY will not compensate the Contractor for any costs incurred for invoice preparation.

4.12.2 PROPOSED COST PER TON COST COMPONENT

The proposed cost per ton will be based on the following cost component:

The Operating Fee – This cost per ton component will be identified in the proposal and fixed throughout the term of the Contract. The operating fee shall be inclusive of all pass-through governmental fees and taxes. The operating fee provided by the Proposer in the proposal shall be firm throughout the term of the Agreement. The first allowable adjustment to the operating fee for inflation shall apply on August 2027 or a year after the Contract Execution Date, and each subsequent November or Contract Execution Date to follow during the Contract term. The inflation factor will be based on the proposed percentage of the change in the Consumer Price Index (CPI) for all consumers in the Los Angeles-Anaheim-Riverside Metropolitan Area as published by the Bureau of Labor Statistics, U.S. Department of Labor, limited to three percent (3%) per year.

4.12.3 PASS THROUGH GOVERNMENT TAXES AND FEES

At the start of the Contract, the cost per ton will include current taxes and fees. The CITY will pay increases in the pass-through taxes and fees after written notification by the Contractor and approval by the CITY. The pass-through taxes and governmental fees include, but are not limited to:

- Any over the road tolls.
- Any fees, charges, or taxes by regulatory agencies, local or state.

4.13 MAINTENANCE OF RECORDS

The Contractor shall maintain all records, including records of financial transactions, pertaining to the performance of the Contract, in their original form or as otherwise approved by the CITY. These records shall be retained for a period of no less than four (4) years from the later of the following: (1) final payment made by the CITY, (2) the expiration of the Contract, or (3) termination of the Contract. The records will be subject to examination and audit by authorized CITY personnel or the CITY's representatives at any time. The Contractor shall provide any reports requested by the CITY regarding performance of this Contract. Any subcontract entered into by the Contractor for work to be performed under the Contract must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, the Contractor may, upon the CITY's written approval, submit the required information to the CITY in an electronic format, *e.g.*, USB flash drive, at the expiration or termination of the Contract.

4.14 CHANGES OR MODIFICATIONS

Changes or modifications to the terms of the Contract may be made at any time by mutual written agreement between the parties. 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 \$50,000.00, provided that the changes are reflected in an amendment approved by the Mayor, Board of Public Works, and City Council, as appropriate.

4.14.1 ADJUSTMENTS

If any change found to be attributable to the CITY under Section 4.14 causes an increase or decrease in the Proposer's cost or the time required to perform any part of the work under the Agreement that may follow, whether or not changed by any order, the CITY Project Manager or designee will make an equitable adjustment and modify the Agreement in writing.

4.15 TERMINATION

A. Termination for Convenience

CITY may terminate this Contract for CITY's convenience at any time by providing Contractor thirty days written notice. Upon receipt of the notice of termination, Contractor shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. CITY shall pay Contractor its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by Contractor to effect the termination. Thereafter, Contractor shall have no further claims against CITY under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights CITY is entitled to, shall become CITY property upon the date of the termination. Contractor agrees to execute any documents necessary for CITY to perfect, memorialize, or record CITY's ownership of rights provided herein.

B. Termination for Breach of Contract

1. Except as provided in PSC-6, if Contractor fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, CITY may give Contractor written notice of the default. CITY's default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of CITY. Additionally, CITY's default notice may offer Contractor an opportunity to provide CITY with a plan to cure the default, which shall be submitted to CITY within the time period allowed by CITY. At CITY's sole discretion, CITY may accept or reject Contractor's plan. If the default cannot be cured or if Contractor fails to cure within the period allowed by CITY, then CITY may terminate this Contract due to Contractor's breach of this Contract.

2. If the default under this Contract is due to Contractor's failure to maintain the insurance required under this Contract, Contractor shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of services. Contractor shall not recommence performance until Contractor is fully insured and in compliance with CITY's requirements.

3. If 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, then CITY may immediately terminate this Contract.

4. If Contractor engages in any dishonest conduct related to the performance or administration of this Contract or violates CITY's laws, regulations or policies relating to lobbying, then CITY may immediately terminate this Contract.

5. Acts of Moral Turpitude

a. Contractor shall immediately notify CITY if Contractor or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").

b. If Contractor or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, CITY may immediately terminate this Contract.

c. If Contractor or a Key Person is charged with or indicted for an Act of Moral Turpitude, CITY may terminate this Contract after providing Contractor an opportunity to present evidence of Contractor's ability to perform under the terms of this Contract.

d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape,

sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of Contractor.

6. In the event CITY terminates this Contract as provided in this section, CITY may procure, upon such terms and in the manner as CITY may deem appropriate, services similar in scope and level of effort to those so terminated, and Contractor shall be liable to CITY for all of its costs and damages, including, but not limited to, any excess costs for such services.

7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that Contractor was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.

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

C. In the event that this Contract is terminated, Contractor shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

4.16 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, the Contractor shall defend, indemnify and hold harmless the CITY and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including the 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 an act, error, or omission by the Contractor, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. 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 the Contract. This provision shall survive expiration or termination of the Contract.

4.17 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.

4.18 OWNERSHIP AND LICENSE

Unless otherwise provided for herein, all Work Products originated and prepared by the 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, finished or unfinished, tangible or not, created under the Contract including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, blue prints, studies, memoranda, computation sheets, 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. The Contractor hereby assigns, and agrees to assign, all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Product originated and prepared by the Contractor under the Contract. The Contractor further agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY's ownership of rights provided herein.

The Contractor agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause the CITY irreparable harm. The CITY may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude the CITY from seeking or obtaining any other relief to which the CITY may be entitled.

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

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

4.19 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 Contract shall be made without written consent of the parties to the Agreement which consent shall not be unreasonably withheld.

4.20 FORCE MAJEURE

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of the Contractor shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both the Contractor and the Subcontractor, and without any fault or negligence of either of them. In such case, the Contractor shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event the Contractor's delay or failure to perform arises out of a Force Majeure Event, the Contractor agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

4.21 SEVERABILITY

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

4.23 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, including but not limited to, laws regarding health and safety, labor and employment, wages and hours, and licensing, including laws which affect employees. The Agreement and its performance shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. All causes of action arising directly or indirectly out of the Agreement or from the business relationship evidenced by the 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 personal jurisdiction of state or federal courts located in Los Angeles County, 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 the Agreement with no additional compensation paid to the Contractor.

If any part, term or provision of the Agreement is held void, illegal, unenforceable, or in conflict with any federal, state, or local law or regulation, the validity of the remaining parts, terms, or provisions of the Agreement shall not be affected thereby.

4.24 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 or any other Applicable Law with respect to such labor used to perform under the Contract.

4.25 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.

4.26 KEY PERSONNEL

The Proposer shall designate, as part of its submittal, the Contract Project 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 the personnel assigned to these positions without the prior consent and approval of the CITY, whose consent shall not be withheld unreasonably.

5.0 PROPOSAL SUBMITTAL AND EVALUATION PROCESS

5.1 EXECUTIVE SUMMARY

Each proposal must include an Executive Summary. The Executive Summary should provide a brief overview (maximum of five (5) pages) of the entire proposal and highlight key aspects of the proposal including: details concerning the system component(s); proposed project development schedule; project organization and management; the Proposer's qualifications; financial and cost aspects of the project's components; and any other pertinent information.

5.2 TECHNICAL REQUIREMENT

Only proposals that address a complete project will be considered. General requirements, which must be addressed in all proposals for all the components, are described below, followed by specified requirements for each of the four components.

5.2.1 OPERATING CHARACTERISTICS

Describe each step in the proposed operation including any special processing steps.

5.2.2 GENERAL REQUIREMENTS FOR ALL COMPONENTS

Each proposal shall address the following general aspects of the proposed facilities, equipment, and routes, as applicable:

(a) General Characteristics

(i) Location

Proposals shall be based on accepting material at HWRP and/or TIWRP (see [Attachment 20](#)). Proposals shall include precise descriptions of the proposed project facilities and transport routes including alternate routes, and include other pertinent information for the site(s) and the adjacent and nearby areas such as City or county boundaries, existing zoning and land uses, and nearby highways and roads, as applicable. Proposals should also describe site acquisition and/or lease arrangements.

(ii) Physical Layout

Include plot plans or site diagrams for all proposed operations and major facilities. Include depictions of geologic formations and hydrology, if applicable, to address environmental issues and concerns.

(iii) Hours of Operation

Specify the days of the week and hours of the day of operation for all proposed system components. Specify the ability to accommodate increases in hauling quantities (i.e., the means for having vehicles available on a standby basis). Biosolids hauling is scheduled for seven (7) days per week, three hundred sixty-five (365) days per year.

(iv) Operating Capacity

Describe the operating capacities of all operations and/or unit processes in wtpd of Biosolids for the hours and/or frequencies of operation as

specified. Address the overall operating capacity in terms of yearly capacity during the Contract term and ultimate capacity. To ensure flexibility needed during adverse weather conditions and to accommodate potential plant operational changes, identify the capability of taking increased quantities of Biosolids. Clearly explain any special quantity, which may offset the implementation schedule, cost, location, etc. of the system.

(v) Operating Capacity During Inclement Weather

Proposals shall specify provisions for operating during wet weather conditions, and the amount of material that can be processed during inclement weather.

(b) Operating Characteristics

(i) Description of Special Processing Steps

Describe any proposed Biosolids processing steps to be utilized. Discuss the marketing including anticipated costs, any type of discounts and revenues.

(ii) Equipment Specifications

As available, include general specifications and descriptions of all major pieces of equipment and processes including **Compressed Natural Gas (CNG) fueled or diesel fueled hauling vehicles**, loaders, roll off boxes, processing equipment, etc.

Firms **utilizing CNG fueled hauling vehicles in their own organizations or subcontracted vehicles and operations** are desirable for this project.

(iii) Operating Reliability

Address the reliability of each major piece of equipment, unit process, or process scheme through manufacturer or vendor guarantees, noting existing successful operations of similar design, and/or planned redundancy or excess capacity.

(iv) Personnel Requirements

Describe staffing and personnel requirements including operator, managerial, and supervisory positions.

(v) Comparison with Existing Practice

Provide a description comparing the proposed operations to any existing similar operations.

(vi) Contingency Plans

Describe system contingency and response plans and procedures (system backup plan) for each of the major components of the system should they be unavailable for any reason.

(vii) Nuisance Mitigation Measures

Outline nuisance mitigation measures for the reuse or disposal options, e.g., vector controls, odor abatement.

(c) Institutional Factors and Infrastructure

(i) Permitting

For all facilities, identify all significant Permits, zoning variances, environmental clearances, or other authorizations and approvals, which must be obtained; the estimated time and resources to obtain each; and the agency responsible for granting the authorization or approvals.

(ii) Utilities

Identify and describe the utilities needed and the availability of these utilities such as water, gas, electricity, wastewater disposal, fire protection, etc. Include a description of any required improvements, relocations or new installations. Include an estimate of utility requirements.

(iii) Restrictions

Describe any restrictions that might be placed on any system component by cities, counties, or other governmental or regulatory agencies.

(d) Economics

(i) Operation and Maintenance Costs

Provide estimated annual costs in current dollars associated with the operation and maintenance of the specified facilities and equipment, including, as applicable: rental, lease, or use payments; replacement and depreciation costs; royalty and tax payments; labor costs; fuel; utilities; and any and all other ongoing expenses associated with the project and payable on a continuing basis. Provide projections of factors that would escalate these costs on an annual basis.

(ii) Financing

Provide details on the method(s) for funding the proposed components, e.g., owner's equity, loans, lease back, or bonds. Describe proposed financial instruments(s) and terms specified, including the cost of obtaining financing, the payment amount (for a loan, lease back, or bond),

and any conditions or restrictions on the operation of the project, which may be imposed as a result of the chosen financing option. Before the CITY approves a Contract, the Contractor may be required to undergo an audit evaluation to verify proper accounting and financing procedures.

(iii) Proposal Price

The prices quoted, effective after [August 2026](#) or the Contract Execution Date, shall include all costs required to provide the services requested by this RFP including, but not limited to, any hauling, tipping, processing fees, fuel, tax, insurance, bonds, maintenance and truck stickers for the 5-year contract period. The Proposers shall provide the hauling and tipping fees for land application and other beneficial use alternatives at sites other than GAF.

Biosolids: State the unit price(s) per wet ton of Biosolids from HWRP and TIWRP. Proposers should use the following sliding scale to include volume discounts:

Average Tonnage (wtpd)	Hauling and Tipping Cost (\$/wet ton)
0 to 50	_____
51 to 100	_____
101 to 150	_____
151 to 200	_____
200+	_____

Hauling fee (only):

For all sites (Round Trip)	From HWRP or TIWRP (\$/wet ton)
0 to 50 miles	_____
51 to 100 miles	_____
101 to 150 miles	_____
151 to 200 miles	_____
200 miles+	_____

Operating Fee:

Tipping Fee: State the unit price per wet ton of Biosolids received via CITY vehicles and/or CITY contract haulers.

Hauling Fee: State the unit price per wet ton of Biosolids transported to sites designated by CITY or to other proposed sites.

(iv) Sensitivity Analysis

Describe the effect of the project size, scope, location, or other pertinent project variables on the project economics (including tipping fees).

(v) Renewal Options

Renewal options will be exercised in the CITY's sole discretion based on the successful Proposer's performance during the previous period.

Proposers should indicate if there would be cost incentives for granting renewals such as (1) a price reduction based on an extended capitalization period; and (2) any other cost incentives.

(e) Project Organization

(i) Ownership

Provide details regarding the current and proposed ownership of all facilities, equipment, etc. Provide details on ownership and operation of similar facilities.

(ii) Operating Responsibility

Describe in detail the rights, responsibilities, and obligations of all members of the project development team for the operation and maintenance of all facilities, vehicles, equipment, etc.

(iii) Accountability

Describe any reporting requirements and required approvals between the members of the project development team. Describe the quality control program.

(f) Environmental Impact Assessment

The Proposer shall submit an environmental impact assessment and specifically address all significant project impacts, including but not limited to air quality, water quality, traffic, noise, vibration, dust, litter, odor, disruption of natural habitats, visual impacts, utilities, and compatibility with surrounding zoning and land uses. The nature and extent of each impact shall be discussed, along with proposed remedies or mitigation measures that would be employed.

(g) Project Implementation Schedule

A project implementation schedule for all major tasks, including milestone dates (e.g., land acquisition, start-up, and full operation) presented in graphical and/or written form as appropriate shall be provided. A preliminary critical path analysis shall also be provided.

(h) Life of Components

The projected economic and engineering life of the individual system components shall be identified. This may be dictated by such factors as the economic and engineering life of major pieces of equipment, length of leases of right-of-way agreements, and/or the ultimate capacity of the final site. The system life may be different than the project contract life.

(i) Other Facility Uses

If, as part of the overall project, the program intends to include participants other than the CITY, then the proposals should address the impacts of any other participants on the overall project. In addition, if facilities and equipment are to be used for other than the specified use by the Biosolids use project, any necessary modifications to the project to accommodate additional uses shall be discussed as well as compatibility with the proposed project

5.3 MINIMUM QUALIFICATIONS OF PROPOSER AND PROJECT ORGANIZATION

Proposals must include explanation of the experience and qualifications of the Proposer team, key personnel, and the organization of the project development team. Proposals must include at a minimum the following:

- A. A complete listing of all principals and owners on the project development team and their relationship to the project. Include resumes of key project personnel, including their work history for the last ten (10) years.
- B. An organizational chart detailing the responsibilities of key team members and personnel.
- C. A listing of all projects involving Biosolids management that the project development team has (or had) experience with. Include the degree of involvement of the key project participants. Also include references from jurisdictions served by the projects.
- D. A listing of current or past contracts, with title and duration, with the CITY, including contracts not involving LASAN.
- E. Financial Strength of Proposer.

5.4 GENERAL INSTRUCTIONS

Each proposal shall be submitted according to the following instructions. Failure to abide by these instructions may render a proposal non-responsive.

- (a)** Proposals must be received by **MM, DD, 2024 no later than 2:00 p.m.** Pacific Standard Time (PST) in order to be considered. Late proposals will not be accepted. The date and time will be stamped on the proposals as received. 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 the 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.

Proposals shall include all documents requested throughout this RFP, including the proposal forms, signed statements, and all required forms related to the Standard Provisions for CITY Contracts. Proposals that exclude or inadequately address any of the sections above will receive a lower proposal score

Please allow sufficient time to check-in with building security when attending the mandatory Pre-proposal Meeting and when submitting a proposal.

(b) The proposal package must consist of the following:

- 1)** One (1) original copy unbound with all original signatures and photocopy ready.
- 2)** Six (6) additional copies appropriately bound, each labeled "COPY."
- 3)** In proposals containing proprietary information, proprietary paragraphs and/or other data should be clearly marked as noted below in Section 5.10. The Proposer must include one extra unbound copy of the proposal (for a total of 7 copies in addition to the original) with the confidential material totally blacked out or removed from the text so that one copy is available as public material.
- 4)** Not exceed twenty (20) narrative pages, exclusive of title page, signature page, table of contents, executive summary, required CITY documents, resumes, references, and printed materials (such as brochures). One double-sided page – one sheet of paper printed with narrative text on both sides – will count as two (2) pages.
- 5)** Have continuously numbered pages.
- 6)** Label each Article with title headers.
- 7)** Be enclosed in a single sealed package plainly labeled with the words, "PROPOSAL FOR CITY BIOSOLIDS MANAGEMENT."
- 8)** All proposals shall be written in concise, clear English, and be organized into the sections and in the following order:
 - a. Title page

- b. Signature page
 - c. Table of Contents
 - d. Executive summary
 - e. General company and staff information
 - f. Statement of Qualifications
 - g. Program Proposal
 - h. Contractually required information.
- (c) All proposals shall be submitted to the CITY at the following address on or before the submission deadline stated above. The sealed package is to be labeled as follows:

**PROPOSALS FOR THE MANAGEMENT OF CITY BIOSOLIDS
Hyperion Water Reclamation Plant
Attn: Shahrouzeh Saneie, Sr. Environmental Engineer
Pregerson TSF Bldg, 3rd Floor
12000 Vista Del Mar
Playa Del Rey, CA 90293**

- (d) The proposal shall be typed or printed (1½ or double space) on 8½" X 11" size paper. Recycled paper and/or recyclable white bond paper is preferable.
- (e) Any oversize documents must be included in an appendix, folded to size, and secured in the proposal.
- (f) The cover letter should be limited to one page and must include the title, address and telephone number of the person or persons who will be authorized to represent the Proposer. The letter must be signed by a company officer authorized to bind the company to all commitments made in the proposal.
- (g) Each proposal must include the following declaration signed by a legally authorized officer of the Proposer:

"The 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 on behalf of any person not herein named; the Proposer has not directly or indirectly induced or solicited any other person, firm, or proposer to submit in a sham bid or to refrain from submitting a proposal; and the Proposer has not in any manner sought by collusion to secure for himself or herself an advantage over any other proposer."

5.5 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.

5.6 MANDATORY PRE-PROPOSAL MEETING AND TOURS

On **MM, DD, 2024 at 10:00 a.m.**, a mandatory pre-proposal meeting will be held at the Hyperion Water Reclamation Plant, Environmental Learning Center, 2nd Floor. Tour of the facilities, not mandatory, will be available if requested in advance to the Biosolids group at (310) 648-5362. A map of HWRP and TIWRP can be found in Attachment 20.

Proposers who do not attend the MANDATORY pre-proposal meeting will be considered non-responsive.

5.7 QUESTIONS REGARDING THE RFP

All technical questions regarding the RFP are to be received on or before **MM, DD 2024**. If the CITY deems it necessary to answer any technical questions submitted, copies of all technical questions and responses will be posted on www.rampla.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 questions and responses may be relied upon when seeking exceptions to any RFP requirements. Proposers shall direct all technical questions to the Biosolids Management Group in writing to:

Alan Tran
Pregerson TSF 3rd Floor
Hyperion Water Reclamation Plant
12000 Vista Del Mar
Playa Del Rey, CA 90293
Email: Alan.Tran@lacity.org
(310) 648-5995

The outside of the envelope should clearly state that it contains technical questions about the Request for Proposals for the Management of City of Los Angeles Biosolids.

Questions pertaining to standard CITY requirements should be directed to the CITY department stated in the respective attachments.

5.8 PROPOSAL EVALUATION PROCESS

The CITY will select the Proposer(s) it determines to be the most qualified, have 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 below. The CITY, at its sole discretion, has the option of selecting more than one Proposer to serve the best interest of the CITY.

A proposal review committee consisting of CITY staff, which may include representatives outside of LASAN, will evaluate all proposals. Proposals will be evaluated subject to the Proposer(s) meeting the minimum qualifications and the requirements as specified herein. The top-rated Proposers will be invited to an interview to allow them to present plans, provide details, and respond to questions from the review committee. The final proposal rating will be based on a combination of the written proposal and the oral interview. Based upon the evaluation panel's final report, LASAN will submit a report to the Board, containing a recommendation to enter into Contract negotiations, award, and execution with the Contractor(s). Contract(s) will then be submitted to the Board, the Mayor, and the City Council for approval as applicable.

The following proposal criteria will be used to determine the most responsive Proposer(s). Each proposal will be reviewed, evaluated, and assigned a score under each of these criteria corresponding to the designated range of points. A total score will be calculated by adding each criteria score. The Proposer with the highest total 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.

1. Technical Proposal & Schedule - 20%

- Effectiveness of proposal for a complete Biosolids use system.
- Completeness of proposal in addressing system components.
- Daily and ultimate capacity of project.
- Equipment and technology proposed.
- Overall system compatibility.
- Consideration of institutional factors.
- Environmental soundness.
- Time required to develop a functional system.
- Timelines and reasonableness of project development schedule.
- Project development schedule guarantees.
- Ability to meet schedule requirements on previous projects.
- Minimization of technical risk to system users.

2. Qualifications - 20%

- Strength and experience of the proposal team.

- Previous experience with the development, design, financing, construction and operation of large-scale Biosolids management systems and facilities.
- Management experience.
- Experience of engineering and technical consultants.
- Recommendations received from listed references.

3. Cost Control - 40%

- Financial strength of Proposer and/or project backer providing financing and guarantees.
- Adequacy and completeness of proposed project financing plan.
- Accuracy and reasonableness of estimated project capital and operation and maintenance costs.
- Net cost per ton charged to CITY over the Contract term.
- Method proposed to adjust the cost based on renewals.
- Minimization of financial risk to system users.

4. Responsiveness - 20%

- Completeness of proposal and soundness of the total approach to the project.
- Overall responsiveness to RFP guidelines and objectives.
- Reliability of proposed system to meet requirements of CITY.
- Overall technical, environmental, and financial feasibility of implementing the project

5.9 PROPOSAL COST AND OWNERSHIP

Each proposal prepared in response to this RFP shall be prepared at the sole cost and expense of the Proposer, and with the expressed understanding that no claims against the CITY for reimbursement will be accepted. All proposals will become the property of the CITY and will not be returned to the Proposer. The Proposer should not include confidential information or trade secrets to be considered confidential since all accepted proposals would become public information. However, if such information is necessary to ensure a competitive proposal, then the Proposer is to follow the guidelines for confidential information as discussed below.

5.10 CONFIDENTIAL INFORMATION

Proposals made in response to this RFP may contain technical, financial or other data whose public disclosure could cause submittal injury to the Proposer's competitive positions 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 its proposal:

NOTICE

The data on page _____ 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 can be used only for the evaluation of its proposals, 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 is 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.

5.11 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:

- 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.
- Award a single or multiple Contract(s) based on a combination of all or part of the disposal and/or transfer services offered individually by the Proposers.
- Negotiate best and final offers with Proposers.
- Due to the sensitive nature of proposals, public disclosure of proposals will not be permitted to be reviewed until the evaluation process is complete and the best and final offers are finalized.
- Request additional information and/or clarification from Proposers.
- Reject any or all proposals, permit the timely correction of errors, or waive minor deviations.
- Modify the length of the Contract term and associated renewal options.
- Supplement, amend, or otherwise modify this RFP, and to withdraw this RFP, with or without the substitution of another RFP.

- Conduct all investigations and background checks as deemed necessary.
- Extend the time for the submittal of this RFP.
- Short-list any or all proposals and schedule oral presentations by the Proposers.
- Take whatever other action the CITY 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 the 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.

5.12 REGULATORY COMPLIANCE

Proposers shall submit, with their response, the following documents pertaining to Sections 5.12.1 and 5.12.2.

5.12.1 ENVIRONMENTAL REQUIREMENTS

Any component of the overall system proposed in response to this RFP located within the state of California shall comply with the California Environmental Quality Act (CEQA). The Proposer shall be responsible for undertaking the preparation of all required environmental studies and reports for review and certification by the lead agency. The Proposer shall bear the total cost of obtaining all environmental clearances.

5.12.2 REGULATORY COMPLIANCE DOCUMENTS

The Proposer shall be responsible for obtaining and/or renewing all Permits, clearances, and approvals necessary to operate disposal and or transfer facilities in compliance with all federal, state, and local laws, statutes, ordinances, rules, and regulations. It shall be the Proposer's responsibility to determine which Permits, clearances, and approvals are required. The Proposer shall bear the total cost of obtaining and/or renewing all required Permits and approvals. Where applicable, the Proposer is responsible for transporting all wastes received to approved facilities. All CITY waste shall be transported by a CITY-approved transporter, which meets the requirements of Title 49 of the Code of Federal Regulations and Title 22 of the California Code of Regulations.

5.13 RFP ITEMS NOT COVERED

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

Proposers wish to present qualifications in addition to the required items stated, the information should be presented under the heading "Additional Qualifications We Wish to Present." Proposers who do not wish to present such information should state, "There are no additional qualifications we wish to present."

5.14 ACCEPTANCE OF TERMS AND CONDITIONS

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

5.15 SUSPENSION

At the CITY's sole discretion, the CITY may suspend any or all services provided under this Contract by providing the Contractor with written notice of suspension. Upon receipt of the notice of suspension, the Contractor shall immediately cease the services suspended and shall not incur any additional obligations, costs or expenses to the CITY until the CITY gives written notice to recommence the services.