

# REQUEST FOR PROPOSAL

for

## SUNSHINE CANYON LANDFILL AMBIENT AIR QUALITY MONITORING PROGRAM

City of Los Angeles  
Department of City Planning

and

County of Los Angeles  
Department of Regional Planning

Issue Date:  
**October 18, 2021**

Pre-Proposal Conference:  
**November 2, 2021 @ 1:00pm**

Proposals Due:  
**November 24, 2021 at 4:00 pm (PST)**

For Information Contact:  
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Department of City Planning

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## SECTION I — PROJECT DESCRIPTION

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### A. PROJECT OVERVIEW

The City and County of Los Angeles, under the guidance of the Sunshine Canyon Landfill - Technical Advisory Committee (SCL-TAC) co-chairs or their designees, are seeking the services of a qualified independent Air Quality Consultant who is specialized to perform the tasks described in the Scope of Work contained in Section 3 herein in conjunction with development and operation of the Sunshine Canyon Landfill located at 14747 San Fernando Road, Sylmar, CA 91342.

### B. RFP RESPONSES

All response to this Request for Proposals (RFP) must be submitted via an electronic cloud-based storage format (e.g., Dropbox, Google Drive, OneDrive, etc.). Access link(s) *and* any password(s) for password protected folder(s)/file(s) in the cloud storage shall be emailed to [Planning.Contracts@lacity.org](mailto:Planning.Contracts@lacity.org) with the email subject as follows: “2020 RFP SCL Air Quality Monitoring - *company name*” and received by the Department of City Planning by 11:59 pm on January 11, 2021. Consultants failure to submit Proposal cloud access link(s) *and* password(s) by deadline will result in disqualification.

Proposals not received by the deadline will be deemed unresponsive and will be disqualified. Proposal digital folder(s) should be clearly marked “Proposal for Sunshine Canyon Landfill (SCL) Air Quality Monitoring.”

Timely submission of the Proposal is the sole responsibility of the proposer. No fax or hard copy submissions will be accepted. All Proposals become the property of the City of Los Angeles.

Please direct all questions and Proposals to:

Devon Zatorski, Contract Administrator  
Department of City Planning  
200 N. Spring St., Room 575  
Los Angeles, CA 90012  
(213) 978-1253  
[Devon.Zatorski@lacity.org](mailto:Devon.Zatorski@lacity.org)

The City will evaluate the responses to this RFP based on the criteria outlined in the Scope of Work (Section III) and Proposal Contents, Provisions and Requirements (Section IV). The consultant team must submit a Proposal to complete the Project Description (Section III.A). Note that the City reserves the right to substitute sub-consultants as deemed necessary. Proposers shall respond to all questions listed in Section IV, and supply all information requested therein.

### **Contract Duration**

The City anticipates that the contract resulting from this RFP will be for a term of three to five years. The City reserves the right to terminate the contract for any reason upon 30-day notice.

### **Payment Terms/Payment Schedules/Invoicing Instructions**

The City and County will monitor the Consultant's work and will authorize the landfill operator to pay the Consultant as invoices are issued. At the end of each billing period, invoices will be sent for payment to the landfill operator, and a copy will be sent to the City/County Contract Administrator for review and authorization. The landfill operator, upon authorization from the City/County, will pay the Consultant's invoices. Payment in full of an invoice must be received by the Consultant within forty-five (45) days of the City/County's verifying and approving: (1) the services were received; (2) the work was approved and (3): a proper invoice and supporting documentation have been submitted.

### **Pre-Proposal Conference**

The DCP has organized a Pre-Proposal Conference to go over any questions, comments or concerns from prospective consultants. **Attendance at the Pre-Proposal Conference is mandatory for all prime consultants. Attendance will be confirmed via chat during the meeting.** Proposals/Proposals submitted by firms that do not attend the Pre-Proposal Conference will be considered non-responsive, and their Proposals/Proposals will be rejected.

**November 2, 2021 from 1:00pm – 2:00pm via Zoom**

#### **Zoom Meeting Information:**

<https://planning-lacity-org.zoom.us/j/89601857100>

Meeting ID: 896 0185 7100

Password: 423455

Dial by your location

+1 213 338 8477 US (Los Angeles)

+1 669 900 9128 US (San Jose)

Meeting ID: 896 0185 7100

**End of Section I**

## **SECTION II — PROJECT BACKGROUND**

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### **A. PROJECT BACKGROUND**

Browning-Ferris of California, Inc., a wholly-owned subsidiary of Republic Services, Inc., (Operator) owns and operates the Sunshine Canyon Landfill within the Granada Hills community portion of the City of Los Angeles and unincorporated areas of the Los Angeles County. This landfill is considered a major regional landfill serving the western Los Angeles County.

The Sunshine Canyon Landfill is a Class III non-hazardous solid waste landfill facility. Its property straddles two jurisdictions; approximately 542 acres of which are in unincorporated County territory, and approximately 494 acres are in the City of Los Angeles, with the overall area totaling approximately 1,036 acres.

On July 27, 2005, the 194-acre site of the Sunshine Canyon City's landfill opened to accept solid waste. This 194-acre expanded site provides an estimated net airspace disposal capacity of 55 million tons when connected with the existing Los Angeles County Landfill (the "City/County Landfill"). The joint operation of the City/County Landfill allows for a total average waste intake of 11,000 tons per day (tpd) (5,000 tpd in the City portion, in addition to the currently authorized 6,000 tpd in the County portion of the landfill), with a daily maximum of 12,100 tons. This total includes an average of 1,100 tpd of inert waste or peak volume disposed waste.

Prior to July 7, 2008, the landfill had operated under two separate Solid Waste Facility Permits issued by each jurisdiction's Local Enforcement Agency (LEA) with concurrence from the former California Integrated Waste Management Board (CIWMB), currently known as the California Department of Resources Recycling and Recovery and now referred to as CalRecycle. On July 7, 2008, CalRecycle issued a new Solid Waste Facilities Permit which replaced the City's and County's individual permits. Since then the City and County LEA have merged into the one known as the Sunshine Canyon Landfill Local Enforcement Agency ("SCL-LEA").

Besides the Solid Waste Facility Permitting requirements, the landfill is also expected to comply with other agency requirements and permitting conditions including, but not limited to the County's Conditional Use Permit (CUP) 00-194, and the City's Ordinance Number 172,933, as well as the South Coast Air Quality Management District's (SCAQMD's) permits for operation of the landfill gas collection and disposal system and excavation activities at the landfill.

### **B. PROJECT ENTITLEMENT**

#### **a. CITY'S ENTITLEMENT**

On October 26, 1999, the Los Angeles City Council adopted a General Plan amendment for an approximately 394 acre portion of the Sunshine Canyon Landfill and an approximately 5-acre "Added Area", changing the land use designation from Open Space to Heavy Industrial on the Granada Hills-Knollwood

Plan Area; and on December 8, 1999, an ordinance changing the zone on the 394-acre portion of the Sunshine Canyon Landfill from A1-1-K-O (Agricultural Zone) to [T][Q]M3-1-O (Heavy Industrial Zone), subject to conditions. Ordinance No. 172,933 effectuated the zone change and became effective on January 22, 2000. The Council also certified the project's Final Subsequent Environmental Impact Report (FSEIR No. 91-0377-ZC-GPA; State Clearinghouse No. 92041053), which includes a comprehensive Mitigation Monitoring and Reporting Program that is incorporated into the conditions of approval for the aforementioned zone change. Several accompanying Motions were also adopted with the Council's action, including one which requires an independent contractor, to conduct testing of landfill gas, dust, and diesel particles at Van Gogh Elementary School in Granada Hills, and model emissions projected with the implementation of the landfill. This requirement is set forth in Condition No. C.10.a of the City Ordinance No. 172,933.

#### **b. COUNTY'S ENTITLEMENT**

On November 30, 1993, the County certified a Final Environmental Impact Report (FEIR State Clearinghouse Number 89071210) for landfilling within that portion of the Sunshine Canyon Landfill located within the unincorporated territory of the County.

The County also considered the impacts and mitigation measures for both the County and City jurisdictions of the landfill and approved Conditional Use Permit (CUP) 86-312-(5) to allow the operator to extend landfilling into the County portion.

On February 6, 2007, the County certified an Addendum to the previously certified FSEIR and FEIR and approved a CUP 00-194 to replace the 1993 CUP. The County also authorized a separate County landfill as well as ultimately a joint County and City landfill, and developed relevant conditions within CUP 00-194 in order to maintain consistency with the conditions within the City Ordinance No. 172,933, including retaining an independent air quality consultant to perform at least four random tests per year of landfill dust and diesel particulates surrounding the perimeter of the landfill to determine whether the air quality near the landfill is consistent with the supporting environmental document for the City Project (FSEIR No. 91-0377-ZC-GPA; State Clearinghouse No. 92041053). This requirement is set forth in Condition 81 of CUP 00-194.

#### **C. CITY & COUNTY CONDITION REQUIREMENTS**

*City Condition C.10.a of Ordinance No. 172,933 reads as follows:*

##### *[Q]C.10.a. Air Quality*

Establishment of an Independent Air Quality Consultant. An independent air quality consultant, selected by the Director of Planning, shall conduct at least four random tests of landfill dust and diesel particulates around the perimeter of the landfill property, with special attention given to the area south of the landfill above the residential community, each year of operation to determine if such results are consistent with the Final Subsequent

Environmental Impact Report (FSEIR) modeling.

The costs for the tests shall be borne by the permittee. The reports shall be provided to the Director of Planning and the permittee within 15 calendar days after completion of the tests. If any of the measurements are found by the consultant to exceed the results of the FSEIR modeling, the permittee shall submit a corrective action plan to the Director of Planning within 15 calendar days after receipt of the report from the consultant. The corrective action plan shall specify a schedule for remedial action as soon as reasonably practical.

The Director of Planning shall approve or disapprove the corrective action plan within 15 calendar days of receipt of the plan. If the Director of Planning approves the corrective action plan, or if the applicant otherwise fails to submit a corrective action plan to the satisfaction of the Director of Planning, then the Director of Planning may determine if he or she will require the permittee to implement additional measures to reduce the air quality impacts, such as by additional paving of unpaved roads, additional watering and application of soil sealant, relocating of the working face to designated locations during windy conditions, monitoring at sensitive sites throughout the community, or mandatory closures during extreme wind.

The permittee may appeal the Director's action pursuant to procedures in 12.24 G of the Los Angeles Municipal Code. The Director of Planning, with the advice of the Technical Advisory Committee (TAC), may reduce the frequency or discontinue the testing if found that such tests are not valid or useful.

The independent air quality consultant will also, prior to the start of construction conduct additional testing of landfill gas, dust, and diesel particulates at Van Gogh Elementary School, and model emissions projected with the implementation of the landfill, and shall conduct onsite monitoring once the landfill is open. The testing protocol, results and mitigations, if necessary, will be evaluated and approved by the South Coast [Air Quality] Management District (SCAQMD) and the Technical Advisory Committee.

*The County's Condition 81 of CUP 00-194-(5) reads as follows:*

The Permittee shall conduct air quality monitoring at the Facility and its surrounding areas. In addition, an independent air quality consultant selected by the TAC shall conduct at least four random tests per year of Landfill dust and diesel particulates surrounding the perimeter of the Facility to determine whether air quality near the Landfill is consistent with the supporting environmental document for the City Project (i.e., the City's Final Supplemental Environmental Impact Report or "FSEIR:). The consultant review shall place added emphasis on the area south of the Landfill above the nearby residential community. The cost of the consultant and the tests shall be borne entirely by the Permittee. The consultant report shall be provided to the Director of the Department, the TAC and the Permittee within 15 calendar days after completion of the tests.

If any of the tests results are inconsistent with the FSEIR as described in the consultant report, the permittee shall submit a corrective action plan to the TAC within 15 days after receipt of the report to set forth a schedule for remedial action. The TAC shall consider the corrective action plan within 30 calendar days of its receipt and provide notice to the

Permittee if such plan has been approved. If the TAC does not approve the corrective action plan, the Director of the Department may impose additional or different measures to reduce air quality impacts at the Facility. These additional measures may include requirements that the Permittee: (1) pave additional unpaved roads at the Facility; (2) water and apply soil sealant to additional Working Face areas; (3) relocate Working Face areas to designated locations during windy conditions; (4) monitor sensitive sites throughout the community; and/or (5) close the Facility during extreme wind conditions. The Permittee may appeal the Director's decision in accordance with the appeal provisions in Condition 11 for an appeal of a notice of violation.

The Director of the Department, with the advice of the TAC, may reduce the frequency of the consultant testing, or discontinue it altogether, if the Director finds that the test results are invalid or lack beneficial value.

In addition to the consultant's other duties under this Condition No. 81, within one year after the Effective Date, the consultant shall conduct testing of landfill gas, dust, and diesel particulates at Van Gogh Elementary School, and based on these results, shall project emissions for the development of the Landfill, and shall conduct on-site monitoring of these emissions consistent with SCAQMD rules and regulations. The test results and mitigation measures, if any, shall be submitted to SCAQMD and the TAC for evaluation and approval.

Notwithstanding the above, the SCL-TAC may rely upon the information and reports developed in compliance with the City's air quality requirements of Condition C.10.a. of the City Ordinance, provided that such information and reports and their background data and analysis are deemed acceptable by the SCL-TAC to satisfy the intent of this Condition No. 81.

#### **D. PLANNING ISSUES MEMORANDUM OF UNDERSTANDING**

The Planning Issues MOU adopted by the City and County in December 2008 reconciled certain City and County land use conditions. Section 1.c. of the MOU allowed for a single air quality monitoring consultant to be hired at the landfill operator's expense to satisfy the City Condition [Q]C.10.a. and the County Condition 81. The City and County agreed under this provision that the Air Quality Consultant will be selected by the Co-Chairs of the SCL-TAC. Further, for consistencies, the SCL-TAC Co-Chairs or their designees shall approve or disapprove any corrective action plan to be implemented within 15-30 days, or determine if additional measures are required of the landfill operator to reduce the air quality impacts such as by additional paving of unpaved roads, additional watering and application of soil sealant, relocating the working face to designated locations during windy conditions, monitoring at sensitive sites throughout the community, or other measures as needed within 15-30 days of a reported problem.

**End of Section II**



## **SECTION III – SCOPE OF WORK**

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### **A. PROGRAM OBJECTIVE**

The Sunshine Canyon Landfill Air Quality Monitoring Program's primary objective is to determine the contribution of landfill-based emissions of particulate matter less than 10 microns (PM10), diesel particulate matter (DPM), and landfill gases on the air quality in the nearby communities with special attention given to the Van Gogh Elementary School located in the vicinity of the landfill. The technical approach of the continuing monitoring efforts differs from those done in 2003 through 2006: monitoring for PM10 was previously conducted four times a year whereas PM10 and Black Carbon (BC) monitoring is now continuous (hourly) and year-round since 2007. Continuous year-round monitoring of PM10 and BC allows for a better evaluation of those times when air flows from the landfill to the receptor site at the Van Gogh Elementary School, as well as a more compelling assessment of diurnal trends, day-of-week differences, seasonal differences, and annual trends.

In 2012, under Condition Number 6 of the South Coast Air Quality Management District's (SCAQMD) Third Amended Order for Abatement (Stipulated) (Case No. 3448-18), the SCL was required to conduct air toxics monitoring for volatile organic compounds ("VOCs") and carbonyls at both the Van Gogh Elementary School and at the landfill site. Twenty-four-hour samples were collected on a one-in-six-day basis on the US Environmental Protection Agency sampling schedule. Sampling and analysis methods as well as sample minimum detection limits were to be consistent with the District's Multiple Air Toxics Exposure Study ("MATES") IV protocols. The SCAQMD received the last sampling report from the SCL in May 2013.

The City's and County's requirement of Landfill gas sampling to be conducted four sampling events each year was discontinued by the City's and County's Independent Monitor in 2012 to avoid duplicated efforts.

### **B. SCOPE OF WORK**

The ambient air quality monitoring program currently relies on continuous (hourly) year-round monitoring of PM10 and BC (as a surrogate for DPM), as well as conducting air toxics samplings. The program also includes meteorological monitoring at the landfill and Van Gogh Elementary School. The following outlines the scope of work:

1. Review and evaluate the "Baseline Monitoring Protocol", which consists of the data collection methodology, calibration, QA/QC, audit, records of maintenance work, as well as the latest annual report available.
2. Ensure that all air quality sampling and meteorological monitoring equipment located in the trailers at both the landfill berm site and at the Van Gogh Elementary School site are functioning properly. Each trailer houses a Met One Beta Attenuation Monitor (BAM) 1020 and a Magee Scientific (Andersen Instruments) BC monitor (Aethalometer).

3. Verify the setup parameters for the BAMs and the Aethalometers.
4. Establish a regular maintenance, calibration and audit schedule (recommended semi-annually) for the PM10 BAM and Aethalometer as part of an overall Standard Operating Procedure (SOP) and provide regular maintenance and conduct flow calibrations (recommended monthly or bi-monthly) on the BAMS and Aethalometers according to the SOP and maintain such records in a format approved by the SCL-TAC and be made available to the SCL-TAC.
5. Examine the meteorological sensors and remove them for repair or replacement as necessary to assure proper operation in accordance with manufacturer's specifications and the SOP, and maintain such records.
6. Conduct a general inspection of each site (e.g. trailer and tower condition, HVAC, power supply) and ensure that all equipment is in proper working condition and in accordance with manufacturer's specifications and the SOP, and maintain such records.
7. Operate and maintain continuous monitoring of PM10, BC, and meteorology in accordance with established SOPs that define general documentation procedures, safety, data collection/transmittal/storage, and siting requirements, and in a manner that meets a minimum data capture rate of 85% for the BAM and BC monitors consistent with the U.S. EPA's NATTS criteria.
8. Provide recommendations meant to ensure that high quality data, which is reliable, verifiable, reproducible, and will continue to be obtained from the continuous monitoring program.
9. Ensure that power lines are sufficient and are in proper working order at all times. Should power to the sampling and meteorological monitoring equipment go down at any time, notify the landfill operator's manager immediately and inform City and County staff of the incident.

If on site, notify the landfill operator's site manager immediately and as soon as possible, document such notifications via email to the landfill operator general manager, site manager, City and County staff.

10. Conduct air toxics monitoring for volatile organic compounds ("VOCs") and carbonyls at both current air monitoring locations: landfill site and Van Gogh Elementary School. Twenty-four-hour samples are to be collected on a one-in-six day basis on the U.S. Environmental Protection Agency (EPA) sampling schedule. Sampling and analysis methods as well as sample minimum detection limits shall be consistent with the District's Multiple Air Toxics Exposure Study ("MATES") IV analysis methods. Considerations should be given to high air toxic sensitivity, specifically for enhanced EPA TO-15a method.

If on site, notify the landfill operator's site manager immediately and as soon as possible, document such notifications via email to the landfill operator general manager, site manager, City and County staff.

11. Ensure that all protocols for the monitoring of air toxics, sampler placement, and equipment specifications including calibration and equipment backup provisions are under strict quality control and quality assurance as designated in a Quality Assurance Project Plan (QAPP) which will require the Directors of Planning (or designees) and SCAQMD approval. At a minimum, the QAPP must contain a Quality Assurance (QA) section consistent with the goals of the U.S. EPA's NATTS program\*. If co-located sample analysis do not reproduce within 25% at or above five times the detection level for all TO-15a compounds, the run will be considered invalid and all samples associated with that co-located sample pair and the co-located pair must be made up (repeated, i.e. re-sampled and re-analyzed) until the QA goals are met.
12. Determine if the air quality near the Landfill is consistent with the emissions estimates of pollutants likely to result from landfill operations modeled in the Final Subsequent Environmental Impact Report (FSEIR). If possible, compare monitoring results with modeled impacts from the FSEIR and evaluate the impact determined from the FSEIR predictions.
13. Through statistical analysis, determine if the landfill emissions are having an impact at Van Gogh Elementary School and if the levels of TO-15a compounds are consistent with basin-wide averages as reported in the NATTS and latest MATES data.
14. Formalize the results and provide quarterly reports to City and County staff, SCAQMD and the SCL-TAC. An annual report summarizing the year's monitoring events shall be submitted to City and County staff for distribution to SCL-TAC, SCAQMD and other stakeholders.
15. Communicate with City and County staff by submitting regular monthly updates to provide a status report and identify any potential issues.
16. Attend the City/County Technical Advisory Committee Meeting two or more times a year as requested by City/County staff; attend other technical meetings as necessary at the request of City/County staff (up to two times a year).
17. Two monitoring locations are required in the monitoring program. Both monitoring locations use self-contained trailers for the equipment. The first monitor is close to the southern boundary of the landfill with direct air communication to the Van Gogh Elementary School. It is located along the perimeter of flat terrain near the southwest ridge of the facility. There is a vantage point within 200-ft of the monitor location that has a direct line of sight with the Van Gogh Elementary School. The second site is at the Van Gogh elementary school, near the classroom trailers at the southeast corner of the school property. The monitoring trailer will be located a minimum of 20 yards from tree lines. Power is supplied from a nearby source. Although the monitoring locations have been determined prior to this RFP release, the selected Consultant is encouraged to reevaluate the locations for placement of these two trailers. The

City/County/SCAQMD must approve the new locations prior to the start of monitoring.

Monitoring at the Van Gogh Elementary School is conducted within a fenced area sufficiently distant from trees and other obstructions such that sampler probe inlet requirements are met (the distance from the probe inlet to an obstacle must be a minimum of twice the height any obstacle protrudes above the inlet). The location is adjacent to the trailer located on the playground. Power shall be obtained from the trailer, directly from the power box located on the west side of the trailer.

Consultant shall also determine whether there is a need to install an additional wind monitor north of the landfill to assess landfill contributions to neighborhood-scale pollutant concentrations when the winds are from the north. Consideration of power supply source will also need to be analyzed and an installation schedule recommended by the Consultant for this additional wind monitor, if necessary. Cost associated with this additional work shall be proposed as a separate line item.

**End of Section III**

## **SECTION IV — STATEMENT OF QUALIFICATIONS (Proposal) CONTENTS, PROVISIONS AND REQUIREMENTS**

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### **A. PROPOSAL FORMAT, CONTENTS, AND EVALUATION CRITERIA**

The RFP has been structured to provide specific requirements which function as a standardized framework for the evaluation of prospective Proposer's qualifications.

Each Proposal/Proposal shall be prepared simply and economically, avoiding the use of elaborate promotional material beyond what is sufficient to provide a complete and accurate presentation. The responses to this RFP must be made in accordance with the format set forth in this Section. Only Proposals that have been determined to be responsive will be considered. Failure to adhere to the following format may cause rejection of the Proposal as non-responsive.

In order to be considered responsive, proposers must comply with all the requirements described in this RFP, including the City's Administrative Requirements as set forth in Appendices I-XXIII. To assist in meeting requirements, an RFP Checklist (Exhibit 1) is attached.

Only firms that are deemed responsive will be evaluated. All responsive Proposals shall be evaluated by the Proposal Evaluation Committee who shall make the final recommendation to DCP's Director.

#### **1. Cover Letter**

The Proposal shall contain a cover letter and introduction (limited to one page) that includes the company name and address, the name and telephone number of the persons who will be authorized to represent the Proposer regarding all matters related to the Proposal and any contract subsequently awarded to the Proposer. This letter shall be signed by any person(s) authorized to bind the company to all commitments made in the Proposal. If the Proposer is a partnership, the Proposal must be signed in the name of the partnership by a general partner thereof. If the Proposer is a corporation, the Proposal must be signed on behalf of the corporation by two authorized officers (Chairman of the Board of Directors, President or Vice-President and a Secretary, Treasurer or Chief Financial Officer) or an officer authorized by the Board of Directors to execute such documents on behalf of the corporation.

#### **2. Addendum Acknowledgement**

The Proposal shall contain an acknowledgement of receipt of all amendments and/or

addenda to the RFP.

### **3. Table of Contents**

A clear identification of the materials by section and page numbers.

### **4. Introduction**

Brief summary of the Proposer's understanding of Proposal's objectives and Scope of Work.

### **5. Proposed Technical Work Plan to Implement Scope of Work and Cost**

Proposal shall include a discussion of the technical work plan that will implement the required tasks in the Scope of Work. Provide the labor breakdown, including hours of each staff level, and hourly rate for each staff level, for each task, and any assumptions made in costing this proposal. Consultant shall provide cost for each of the task outlined in the Scope of Work. Any additional mark-ups or cost items that may be included in the invoices must be specified in the proposal. The total cost estimate provided shall be a not-to-exceed cost per year in the three to five-year contract term, with the Additional Wind Monitoring work to be an separate option.

### **6. Qualifications of the Firm**

The Proposer's team should possess qualifications and previous experience performing the Scope of Work as described in this RFP. Documentation should be included on the financial status of the Proposer to ensure that the Proposer will continue business through the term of the contract.

Proposers shall also provide thorough responses to the following list of questions. The response to these questions will be included in the City's evaluation of the Proposer. In addition, the responses to these questions will be incorporated into and made a part of the contract. In your Proposal, please restate the questions followed by the response.

- 1) What is the general type of work performed by your firm? Does your firm have a focus? If yes, please elaborate. State the number of years your firm has performed this type of work.
- 2) Describe any air quality monitoring project your firm has been involved with in the last five years.
- 3) What is your firm's experience working with counties and municipalities?
- 4) Is your firm located in the Los Angeles Area? If your firm is located outside of Southern California, what will be done to ensure access? Do you have additional offices in Southern California?

- 5) How is the performance of your managers and any subcontract personnel evaluated? What is the general type of work performed by your firm?
- 6) Many firms have adopted a minimum requirements criterion for the managers they hire. Does your firm have such a criterion? Please elaborate.
- 7) What are your firm's quality assurance measures for this type of contract work?
- 8) Describe your firm's experience working on concurrent projects for a single client. How was internal coordination and project management handled?
- 9) Describe any situation over the past three years in which your firm did not complete a contract for a client. Describe the details of the situation, and explain the reasons for the incompleteness (e.g., firm default, client withdrawal, non-payment of invoices, etc.).
- 10) What are your firm's Equal Employment Opportunity and Affirmative Action programs and accomplishments?
- 11) Provide any additional information regarding your firm to assist the City/County to better evaluate your firm.

## **7. Qualifications of Staff**

This section includes, but is not limited to, a listing of all required personnel and qualifications for each position. A Project Manager must be identified and designated, and a detailed resume must be submitted. Resumes of other key personnel should be provided.

The Proposer's organization will be evaluated based upon the capability of the Proposer to meet the terms of the RFP, such as the ability to accomplish the work within the estimated time frame, plus the related studies or projects recently completed by the Proposer's organization, which demonstrate expertise in accomplishing similar work. The qualifications of proposed staff will be evaluated in terms of their previous experience and capabilities. The relevant experience of key personnel, especially the Project Manager, will be of major importance in the evaluation of the Proposals. Proposers shall provide thorough answers to the following list of questions. In the Proposal, each question should be restated followed by the response.

- 1) Who will be the responsible Principal for the project? What is this person's background, experience, and role within the firm? Include a resume of this person. How long has this person been with the firm?
- 2) What is the commitment of Principal/Senior Staff to this project? How will your support staff work together to combine elements of a large project together?

- 3) Who will be the Project Manager(s)? Describe the background, experience, and availability over the life of the contract. Attach a resume for each staff.
- 4) How will your firm handle staff changes and vacancies created over the life of the project? How will your firm assure any replacement staff is qualified before the changes are made?
- 5) Identify other professional staff working on the projects in this Proposal.
- 6) Will there be Subcontractors? If so, provide a list of the Subcontractors.
  - a) What aspect of the project will they work on and what are their qualifications?  
[All subcontracting opportunities must be posted on the LABAVN and selected in accordance with those procedures]
  - b) What is your firm's previous experience working with the proposed Subcontractor(s)?

Provide an organization chart that identifies the Project Principal, Project Manager(s), key staff and other personnel, to include their roles, responsibilities, and their current project obligations.

## **8. Fee Schedule**

Provide hourly billing rates for team members according to their roles and responsibilities.

## **9. References**

The consultant's organization will be evaluated on the capability of the consultant to meet the terms of the RFP and on demonstrated expertise in accomplishing similar work as evidenced by projects recently completed by the consultant's organization. To assess this capability, Proposer shall submit at least three non-Proposer owned references with whom in the past five years the Proposer has conducted business similar and applicable to this RFP.

For each of the references provided, include a detailed description of the project, services and solutions provided, cost, project timeline, as well as the company name, address, contact person, and telephone number and email address of the contact person.

## **10. Additional Data**

Include any other data the Proposer considers essential to the evaluation of the Proposal.



## 11. Company Portfolio or Annual Report

The Proposer should submit a detailed company portfolio including the company's financial viability within the past three years, credit references, on-going projects, and all pending litigation in which the company may be directly or indirectly involved.

## 12. Evaluation Criteria

Evaluation of the Proposals will be weighted as follows:

### 40% - Qualifications of the Firm

- Company's background and experience in the field;
- Company's experience with projects of similar size and scope;
- Company's experience working with large jurisdictions and implementation;
- Company's capability to reallocate resources effectively as needed to meet project schedule and needs;
- Company's overall history with government agencies.

### 40% - Qualifications of the Staff Members

- Project manager(s) and key staff member's background and experience;
- Subcontractors' (if any) background and experience;
- Project manager's(s') communications with government agencies.

### 20% - Cost Effectiveness

- Realistic hourly billing rates for team members for services to be performed.

### Pass/Fail - References

- Similar projects completed on time and within budget;
- History of effective communication with clients;
- Financial stability;
- Responsiveness and adherence to all City Requirements.

Proposers may be invited to an interview with the Evaluation Committee and should be prepared to have key management personnel available for these interviews. The successful Proposer(s) will be named after the proposals are evaluated. The Evaluation Committee will make recommendations to the City/County TAC Chairs. If interviews are not held, final selection will be based solely on the RFP submittal(s).

It is the Proposer's responsibility to prepare a Proposal that is representative of the Proposer's qualifications. If there is any additional information that would assist the City/County in its assessment of the Proposal, the Proposer should include all such information in its Proposal under the title Additional Information.

## **B. LIMITATIONS**

1. Notwithstanding any other provisions of this RFP, the City reserves the right to reject all Proposals and to waive any submission or task contained within an Proposal, if doing so would be to the advantage to the City/County or its taxpayers.
2. The Proposer understands and agrees that the City/County shall have no financial responsibility for any costs incurred by the Proposer in responding to this RFP.
3. The City of Los Angeles requires that every Proposal shall have thereon or attached thereto the affidavit of the Proposer indicating that: such Proposal is genuine, not sham or collusive, nor made in the interest of any person therein named; that the Proposer has not directly or indirectly induced or solicited any other Proposer to submit a sham Proposal or to refrain from proposing; and that the Proposer has not in any manner sought by collusion to secure for himself an advantage over any other Proposer. Proposal made without such affidavit, or found to be in violation thereof, shall not be considered.

### **4. Conflict of RFP Provisions**

In case of a conflict between any provisions in this RFP with the provisions in Appendix I – Standard Provisions for City Contract in this RFP, the provisions in Appendix I – Standard Provisions for City Contracts shall prevail. Similarly, in case of a conflict between any provisions in this RFP with the provisions in Appendices II through XXIII, the provisions in Attachments II through XXIII shall prevail.

### **5. Proposal and Evaluation**

The Proposal Evaluation Committee will score and rank all the proposals and make award recommendations to the Director of Planning.

## **C. SUBMISSION OF PROPOSAL**

### **1. Acceptance of Terms and Conditions**

Submission of a Proposal pursuant to this RFP shall constitute acknowledgment and acceptance of all the terms and conditions hereinafter set forth in this RFP unless otherwise expressly stated in the Proposal.

### **2. Protest Procedure — RFP Content**

Any interested party who submits, or who plans to submit a Proposal, may file a protest based on the content of the RFP within three (3) business days after the request for Proposal is first advertised. Protesters shall submit the protest in writing to Los Angeles Department of City Planning Contract Administration at the following address via certified mail with return receipt, and postmarked no later than three (3) days after the solicitation posting on LABAVN:

Contract Administration  
Los Angeles Department of City Planning  
200 N. Spring St., Room 575  
Los Angeles, CA 90012

Protests may also be sent via email to: [Planning.Contracts@lacity.org](mailto:Planning.Contracts@lacity.org)

If Los Angeles Department of City Planning deems revision of RFP content is appropriate upon review of the protest, an RFP Addendum will be issued and posted on LABAVN.

### **3. Award of Contract**

The Proposer to whom a contract is awarded shall be required to enter into a written contract with the City of Los Angeles in a form approved by the City Attorney. This RFP and the Proposal, or any part thereof, may be incorporated into and made a part of the final contract, however, the City reserves the right to further negotiate the terms and conditions of the contract with the selected Proposer. The City may select and award contract(s) to one or more consultants for the Scope of Work described in Section II.B.

Qualified consultants will be evaluated and selected according to the selection criteria set forth in the RFP. DCP will execute the contracts with the selected consultants, subject to the approval of the Mayor and subject to approval of the City Attorney as to form and legality.

A firm will not be recommended for contract award, regardless of the merits of the response submitted, if it has a history of noncompliance with the City or other funding source or past or current nonperformance with the City or other funding source.

### **4. Pre-Proposal Conference**

The pre-proposal conference will be held on the date and time stated in the cover letter. Only firms planning on submitting a proposal as a prime consultant are required to attend. Subconsultants need not attend.

### **5. Conferences during the Proposal Period**

After expiration of the time to submit Proposals and continuing until a contract has been awarded, all City/County personnel and all others involved in the project will have been specifically directed against holding any meetings, conferences, or technical discussions with any Proposer except as provided in this Section.

Proposers shall not communicate in any manner with any representatives of participating agencies regarding the RFP or the Proposals during this period of time, unless authorized, in writing, by the Evaluation Committee. Failure to comply with this requirement may result in the termination of further consideration of that Proposer's proposal.

## **6. Adherence to RFP Format**

The response to this RFP must be made in accordance with the format set forth in this Section. Failure to adhere to this format may be cause for rejection of the Proposal as non-responsive.

## **7. Proposals Conditions and Limitations**

Proposals that set forth conditions or limitations to those set forth in the RFP may be considered non-responsive and rejected.

## **8. Proposal Interpretation and Addenda**

Any change to or interpretation of the RFP will be sent by the City to each firm or individual that requests such changes. Receipt of any such changes or interpretations shall become a part of said RFP and may be incorporated into any contract awarded.

## **9. Execution of Proposals**

If the Proposer is a partnership, the Proposal must be signed in the name of the partnership by a general partner thereof. If the Proposer is a corporation, the Proposal must be signed on behalf of the corporation by two authorized officers (a chairman of the Board, President or Vice-President and a secretary, treasurer or chief financial officer) or an officer authorized by the Board of Directors to execute such documents on behalf of the corporation. All signatures above must be original and in ink on at least one copy of the Proposal.

## **10. Disposition of Proposals**

All Proposals submitted in response to this RFP will become the property of the City of Los Angeles and a matter of public record. The Proposer must identify, in writing, all copyrighted material, trade secrets, or other proprietary information that it claims is exempt from disclosure under the Public Records Act, (California Government Code Section 6250 et seq.). Any Proposer claiming such an exemption must also state in the Proposal its refusal to disclose such material, trade secrets or other proprietary information to any party making a request.

Any Proposer who fails to include such a statement shall be deemed to have waived its right to an exemption from disclosure as provided by said Act.

## **11. Proposal Cost and Ownership**

Each Proposal prepared in response to this RFP shall be prepared at the sole cost and expense of the Proposer and with the expressed understanding that no claims against the City for reimbursement will be accepted. All Proposals will become the property of the City and will not be returned to the Proposer. The Proposer should not include confidential information or trade secrets without expressly stating and identifying

the information or trade secrets to be considered confidential, since all accepted Proposals will become public information. However, if such information is necessary to assure a competitive Proposal, then the Proposer is to follow the guidelines for confidential information as discussed below.

## **12. Protest Procedure — Award or Non-Selection**

Protests objecting to the award or non-selection of a contract resulting from this RFP to any Proposer by the City, pursuant to competitive Proposal procedures, shall submit that protest, in writing, to the Director of Planning, City of Los Angeles, Department of City Planning, within five (5) business days via certified mail with a return receipt from the date postmarked on the award or non-selection letter to the following address:

Contract Administration  
Los Angeles Department of City Planning  
200 N. Spring St., Room 575  
Los Angeles, CA 90012

Protests may also be sent via email to: [Planning.Contracts@lacity.org](mailto:Planning.Contracts@lacity.org) with a copy to Alex Garcia ([agarcia@planning.lacounty.gov](mailto:agarcia@planning.lacounty.gov)), County of Los Angeles, Department of Regional Planning.

Written protests may not include any new or additional information that was not submitted with the original Proposal. Only one protest per Proposal shall be permitted.

All protests must be submitted within the time limits set in the above paragraphs. The protest shall clearly state the grounds of protest and the relief sought. The protest will be reviewed by a Standing Protest Committee, comprised of executive staff of the Department. The Standing Protest Committee shall conduct an internal meeting to review the protest and submit recommendations to the Director of Planning, who will render the final and ultimate decision.

## **13. Confidential Information**

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

***“NOTICE”***

*“The data on the pages of this Proposal identified by an asterisk (\*) or marked along the margin with a vertical line, contain information which are trade secrets and/or whose disclosure would cause substantial injury to the Proposer's competitive position. The Proposer requests that such*

*data be used only for the evaluation of its Proposal but understands that disclosure will be limited to the extent that the City determines is under federal, state, and local law.”*

In Proposals containing proprietary information, proprietary paragraphs and/or data should be clearly marked as noted above. The Proposer must include one additional copy of the Proposal with the confidential material totally blacked out or removed from the text so that one copy is available as public material. In accordance with Public Records Act, this information may, upon request, be released to the public.

The City assumes no responsibility for disclosure or use of unmarked data for any purpose. In the event properly marked data are requested, the Proposer will be advised of the request and may expeditiously submit to the City a detailed statement indicating the reasons it has for believing that the information is exempt from disclosure under federal, state, and local law. This statement will be used by the City in making its determination as to whether or not disclosure is proper under federal, state, and local law. The City will exercise care in applying this confidentiality standard but will not be held liable for any damage or injury that may result from any disclosure that may occur.

The Proposer agrees to assume and pay for all costs incurred by the City, including attorney fees awarded by the court, if the Proposer requests the City to resist disclosure of material provided to the City by the Proposer.

#### **14. Public Records**

All Proposals submitted in response to the RFP shall become a matter of public record and the property of the City.

All Proposals submitted in response to this RFP will become the property of the City of Los Angeles and a matter of public record. The Proposer must identify, in writing, all copyrighted material, trade secrets, or other proprietary information that it claims is exempt from disclosure under the Public Records Act, (California Government Code Section 6250 et seq.). Any Proposer claiming such an exemption must also state in the Proposal its refusal to disclose such material, trade secrets or other proprietary information to any party making a request.

Any Proposer who fails to include such a statement shall be deemed to have waived its right to an exemption from disclosure as provided by said Act.

#### **15. Insurance Requirements**

The Proposer will be required to maintain insurance in effect during the term of the contract as set forth in Appendix II of this RFP.

#### **16. 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:

- Award multiple contracts based upon the evaluation criteria contained in this RFP;
- Request additional information and/or clarification from the Proposers;
- Reject any or all Proposals, permit the timely correction of errors, or waive minor deviations;
- Withdraw this RFP or extend the time for submittal;
- Shortlist any or all Proposals and schedule presentations by the Proposers;
- Take whatever other action it deems in its interest;
- Restrict the review or distribution of all Proposals until a contract is awarded;
- Substitute subconsultants as deemed necessary; and
- Terminate the contract upon a 30-day notice.

The City may consider Proposals that contain provisions that deviate slightly from the requirements in this RFP, if the deviation(s) are not considered material. However, if the originator of such a Proposal is awarded the contract, the Proposer will be expected to perform in full compliance with the objectives described herein. This RFP does not obligate the City to accept any Proposal, negotiate with any Proposer, nor award a contract in response to this RFP.

## **17. Preparation of Proposal**

Each Proposal will be submitted via electronic format as outlined in Section I.B with pages numbered sequentially and be prepared simply and economically avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete, accurate, and reliable presentation. Appendices must be submitted via electronic format as outlined in Section I.B. Submittal of non-relevant or promotional material will result in a lower score for the evaluation of the Project.

## **18. Single Proposal Response**

If only one Proposal is received in response to this RFP, and it is found by Los Angeles Department of City Planning to be acceptable, a detailed price/cost Proposal may be requested of the single Proposer. A price or cost analysis, or both, possibly including an audit, may be performed by or for Los Angeles Department of City Planning of the detailed price/cost Proposal in order to determine if the price is fair and reasonable. The Proposer agrees to such analysis by submitting a Proposal in response to this RFP. A price analysis is an evaluation of a proposed price that does not involve an in-depth evaluation of all the separate cost elements and the profit factors that comprise a Proposer's price Proposal. It should be recognized that a price analysis through comparison to other similar services must be based on an established or competitive price of the elements used in the comparison. The comparison must be made to a similar service. Where a difference exists, a detailed analysis must be made of this difference and costs attached thereto. Where it is impossible to obtain a valid price analysis, it may be necessary to conduct a cost analysis of the proposed price. A cost analysis is a more detailed evaluation of the cost elements in the Proposer's Offer to

Perform. It is conducted to form an opinion as to the degree to which the proposed costs represent what the Proposer's performance should cost.

A cost analysis is generally conducted to determine whether the Proposer is applying sound management in proposing the application of resources to the contracted effort and whether costs are allowable, allocable, and reasonable. Any such analysis and the results therefrom shall not obligate Los Angeles Department of City Planning to accept such a single Proposal; and Los Angeles Department of City Planning may reject such Proposal at its sole discretion.

## **D. CITY OF LOS ANGELES REQUIREMENTS**

### **1. Standard Provisions for City Personal Services Contract (Appendix I)**

The Contractor shall abide by and obey all applicable Federal, State, and City laws, including, but not limited to, the nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the City. The selected Proposer shall stipulate that in any action related to the awarded contract, venue shall be in the County of Los Angeles, State of California.

All service contracts with the City of Los Angeles, including the contract for this project shall include and are required to comply with all the Standard Provisions for City Personal Services Contract (Rev. 10/17 v.3).

### **2. Insurance and Indemnification (Appendix II)**

The Contractor must provide evidence of coverage with minimum limits, submitted and approved prior to occupancy/start of operations. All insurance ACORD certificates must be submitted **ONLINE** using the self-service site at <https://kwikcomply.org>.

### **3. Nondiscrimination, Equal Employment Practices, and Affirmative Action Program (Non-Construction and Construction) (Appendix III)**

Bidders/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., Nondiscrimination 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 Bureau of Contract Administration, Office of Contract Compliance upon request.

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

#### **4. Living Wage Ordinance and Worker Retention Ordinance (Appendix IV)**

Unless approved for an exemption, contractors under contracts primarily for the furnishing of services to or for the City and that involve an expenditure in excess of \$25,000 and a contract term of at least three (3) months, lessees and licensees of City property, and certain recipients of City financial assistance, shall comply with the provisions of Los Angeles Administrative Code Sections 10.37 et seq., Living Wage Ordinance (LWO) and 10.36 et seq., Worker Retention Ordinance (WRO).

Bidders/Proposers who believe that they meet the qualifications for one 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 (Form 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 Bureau of Contract Administration's website at <https://bca.lacity.org>.

#### **5. Notice to Employees Working on City Contracts RE: Living Wage Ordinance and Prohibition Against Retaliation (Appendix V)**

Notice is included in appendices for informational purposes.

#### **6. Equal Benefits Ordinance and First Source Hiring Ordinance (Appendix VI)**

##### *Equal Benefits Ordinance (EBO)*

Bidders/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.

All Bidders/Proposers shall complete and submit the Equal Benefits Ordinance Compliance Affidavit, available on the City of Los Angeles' Business Assistance Virtual Network (LABAVN) residing at [www.labavn.org](http://www.labavn.org), prior to award of a City contract that exceeds \$25,000. The affidavit shall be valid for a period of three years from the date it is first uploaded onto the City's LABAVN. Bidders/Proposers do not need to submit supporting documentation with their bids or proposals. However, the City may request supporting documentation to verify that the benefits are provided equally as specified on the EBO Affidavit.

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

#### *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 Bidders/Proposers shall complete and electronically sign the FSHO Compliance Affidavit available on the City of Los Angeles' Business Assistance Virtual Network (LABAVN) residing at [www.labavn.org](http://www.labavn.org) prior to award of a City contract. The affidavit shall be valid for a period of three years from the date it is first uploaded on the City's LABAVN.

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

#### **7. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (Appendix VII)**

Proposers are required to sign the Certificate Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions.

#### **8. Certification Regarding Lobbying (Appendix VIII)**

Proposers are required to sign the Certification Regarding Lobbying Form.

#### **9. Americans with Disabilities Act (Appendix IX)**

The City of Los Angeles requires that all Contractors and Subcontractors be in compliance with the American with Disabilities Act 42 U.S.C. 12101 et seq., and its implementing regulations. The Proposer will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Disabilities

Act. The Proposer will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any subcontractor entered into by the Proposer, relating to this contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph. Proposers shall complete and submit the attached Certification of Compliance Form.

#### **10. Child Support Assignment Orders (Appendix X)**

Section 10.10 of the Los Angeles Administrative Code, Child Support Assignment Orders Ordinance, requires that all Contractors and Subcontractors performing work for the City comply with all reporting requirements and wage and earning assignments relative to legally mandated child support.

#### **11. City Resident Workforce Form (Appendix XI)**

The City requires information on the number of contractor's employees residing in the City.

#### **12. Statement of Independency (Appendix XII)**

This statement certifies that consultants work for the City as independent contractors, setting their own hours, etc., and are not employed by the City.

#### **13. Affidavit of Non-Collusion (Appendix XIII)**

Proposers shall complete and submit the attached Affidavit of Non-Collusion forms.

#### **14. Disclosure Ordinances Affidavit (Appendix XIV)**

Unless otherwise exempt by the provisions of the Slavery Disclosure Ordinance (SDO) or 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 LABAVN ([www.labavn.org](http://www.labavn.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 Bureau of Contract Administration (BCA) only if your company is the successful Proposer selected for contract award. Proposers seeking additional information regarding the requirements of the SDO and DBWCO Disclosure Ordinances may visit the Bureau of Contract Administration's website at <http://bca.lacity.org>.

## **15. Iran Contracting Act of 2010 (Appendix XV)**

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 service estimated at \$1,000,000 or more are required to complete, sign, and submit the Iran Contracting Act of 2010 Compliance Affidavit.

## **16. Municipal Lobbying Ordinance (Appendix XVI)**

All proposers must submit a completed Bidder Certification CEC Form 50 regarding the City's Municipal Lobbying Ordinance to the awarding authority at the same time the response is submitted. Proposals submitted without a completed CEC Form 50 shall be deemed non-responsive.

## **17. Municipal Campaign Finance Ordinance (Appendix XVII)**

All proposers must submit a CEC Form 55 regarding the City's Municipal Campaign Finance Ordinance to the awarding authority at the same time the response is submitted. Proposals submitted without a completed CEC Form 55 shall be deemed non-responsive.

## **18. Contractor Responsibility Ordinance and Questionnaire/Pledge of Compliance (Appendix XVIII - XIX)**

The City requires that the Proposer is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 et seq. of Article 14, Chapter 1 of Division 10 of the Los Angeles Administrative Code. By executing a contract with the City, the Contractor pledges to comply with all applicable federal, state, and local laws in performance of the contract. This Ordinance requires that all proposers complete and submit, with their response, the attached Form and/or Questionnaire. Failure to return the completed questionnaire may result in the proposer being deemed non-responsive.

## **19. Contractor/Bidder History Form (Appendix XX)**

Proposers shall complete and submit the attached Contractor/Bidder History Form.

## **20. City of Los Angeles Business Tax Registration Certificate**

All contractors are required to submit one copy of their City of Los Angeles Business License, Tax Registration Certificate or Vendor Registration Number. To obtain a Business Tax Registration Certificate (BTRC) call (213) 473-5901 and pay the respective business taxes. The address is as follows: City of Los Angeles, City Hall, Room 101, Office of Finance, Tax and Permit Division, 200 North Spring Street, Los Angeles, CA 90012. For more details, visit <http://finance.laCity.org>.

## **21. Proof of IRS Number (W-9)**

All contractors are required to complete and submit proof of IRS Number (W-9) Form.

## **22. Contractor Evaluation Ordinance — Personal Services Contracts**

At the end of this contract, the City will conduct an evaluation of the Contractor's performance. The City may also conduct evaluations of the Contractor's performance during the term of the contract. As required by Section 10.39.2 of the Los Angeles Administrative Code, evaluations will be based on a number of criteria, including the quality of the work product or service performed, the timeliness of performance, the Contractor's compliance with budget requirements, and the expertise of personnel that the Contractor assigns to the contract. The Contractor will be provided with a copy of the final City evaluation and allowed 14 calendar days to respond. The City will use the final City evaluation, and any response from the Contractor, to evaluate Proposals and to conduct reference checks when awarding other personal services contracts.

## **23. Fair Chance Initiative for Hiring Ordinance (Appendix XXI)**

Any contract awarded pursuant to this RFP will be subject to the Fair Chance Initiative for Hiring Ordinance (FCIHO), Section 10.48 of the Los Angeles Administrative Code.

## **24. Proposer Signature Declaration Page (Appendix XXII)**

Proposers shall complete and submit the attached Signature Declaration Page. This form serves both as the Addendum Acknowledgement (Section III A-2) and Affidavit of Proposer (Section III B-3).

## **25. Contractor's Use of Criminal History for Consideration of Employment Applications Ordinance**

Any contract awarded pursuant to this RFP will be subject to the Contractor's 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 10 employees are: prohibited from seeking a job applicant's criminal history information until after the job offer is made; must post Contractor's Use of Criminal History for Consideration of Employment Applications Ordinance 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.

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

**26. City of Los Angeles Request for Qualifications Checklist (Exhibit I)**

A checklist has been provided for reference.

**End of Section IV**

## LIST OF APPENDICES

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- I. Standard Provisions for City Personal Services Contracts
- II. Complying with City Insurance Requirements
- III. Nondiscrimination, Equal Employment Practices, Affirmative Action Program
- IV. Living Wage and Service Contract Worker Retention
- V. Notice to Employees Working on City Contracts RE: Living Wage Ordinance and Prohibition Against Retaliation
- VI. Equal Benefits and First Source Hiring
- VII. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions
- VIII. Certification Regarding Lobbying
- IX. Certification Regarding Americans with Disabilities Act
- X. Certification of Compliance with Child Support Obligations
- XI. Contractor Workforce Information
- XII. Statement of Independency
- XIII. Non-Collusion Affidavit
- XIV. Disclosure Ordinances Affidavit
- XV. Iran Contracting Act of 2010 Compliance Affidavit
- XVI. Municipal Lobbying Ordinance – Bidder Certification (CEC Form 50)
- XVII. Campaign Finance Ordinance – Prohibited Contributors (Bidders) (CEC Form 55)
- XVIII. Contractor Responsibility Ordinance Questionnaire
- XIX. Pledge of Compliance with Contractor Responsibility Ordinance
- XX. City of Los Angeles Contractor History Form
- XXI. Fair Chance Initiative For Hiring
- XXII. Proposer Signature Declaration Page
- XXIII. City of Los Angeles RFP Checklist