



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
<http://dpw.lacounty.gov>

DEAN D. EFSTATHIOU, Acting Director

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE
REFER TO FILE:

AE-3

November 17, 2008

REQUEST FOR PROPOSALS ENVIRONMENTAL CONSULTANT SERVICES CONVERSION TECHNOLOGY PROJECT PHASES III AND IV

The County of Los Angeles Department of Public Works is requesting proposals from qualified firms to provide environmental consultant services for the Conversion Technology Project, Phases III and IV for the County of Los Angeles.

We request your indication within five working days from the receipt of this letter that you will or will not be responding to this Request for Proposals. Please complete the enclosed Response to Request for Proposals form and fax to Ms. Kathleen Gandara at (626) 979-5311.

A pre-proposal conference to answer questions concerning the project will be held on December 15, 2008 at 10:00 a.m., at the Department of Public Works, 900 South Fremont Avenue, First Floor Conference Room B, Alhambra, California 91803. Attendance is strongly encouraged.

Proposals must be addressed and submitted to the Department of Public Works, Architectural Engineering Division, 900 South Fremont Avenue, 8th Floor, Alhambra, California 91803, attention Ms. Gandara, **no later than 5:00 p.m., January 15, 2009.** Envelopes should be marked: "Conversion Technology Phases III and IV."

Request for Proposals
November 17, 2008
Page 2

If you have any questions regarding this Request for Proposals, you may contact Ms. Gandara at (626) 458-2566, e-mail at kgandara@dpw.lacounty.gov, or send a fax to (626) 979-5311.

Very truly yours,

DEAN D. EFSTATHIOU
Acting Director of Public Works

for 

DAVID B. MACGREGOR
Assistant Deputy Director
Architectural Engineering Division

DBM:KG

C:\MyFiles\Conversion Technology\rfp cover letter for Phases III and IV.doc

Enc.

**LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS
ARCHITECTURAL ENGINEERING DIVISION**

RESPONSE TO REQUEST FOR PROPOSALS (RFP)

Please complete this form and fax to the person indicated in the RFP cover letter.
Thank you.

Date:

To: Kathleen Gandara
Department of Public Works

Fax: (626) 979-5311

Company:

Contact Name:

Phone: ()

Fax: ()

CONVERSION TECHNOLOGY PHASES III AND IV

Please check all that apply

- We will be responding to the RFP
- We will not be responding to the RFP

Reason(s) for not responding to the RFP:

- Due to current or anticipated workload
- Do not perform the type of work required by the RFP
- Staffing not available at this time
- Not enough time provided to respond due to current or anticipated workload
- Other

REQUEST FOR PROPOSALS
ENVIRONMENTAL CONSULTANT SERVICES
FOR
COUNTY OF LOS ANGELES
CONVERSION TECHNOLOGY
PHASES III AND IV

**COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS
ARCHITECTURAL ENGINEERING DIVISION
900 SOUTH FREMONT AVENUE, 8TH FLOOR
ALHAMBRA, CALIFORNIA 91803
TELEPHONE (626) 458-2566
FAX (626) 979-5311**

**REQUEST FOR PROPOSALS
ENVIRONMENTAL CONSULTANT SERVICES
CONVERSION TECHNOLOGY
PHASES III AND IV**

TABLE OF CONTENTS

1. Introduction and Overview
2. Scope of Services
3. Schedule for Services
4. Compensation
5. Services by Public Works
6. General Conditions
7. Community Business Enterprise (CBE) Participation
8. Format of Proposal
9. Evaluation Criteria

EXHIBITS

- A Request for Offers

CERTIFICATION FORMS

- CBE Participation Form
- CBE Program Sanctions
- Avoidance of Conflict of Interest Certificate
- Proposer's EEO Certification Form
- Lobbyist Ordinance Affidavit Form
- Attestation of Willingness to Consider GAIN/GROW Participants
- History of Contracting with the County of Los Angeles
- False Claims
- Civil Litigation History
- Criminal Conviction
- Contractor Employee Jury Service Program
- Debarments
- Labor Law/Payroll Violations
- Proposer's Organization Questionnaire/Affidavit

ATTACHMENTS

1. Sample Consultant Services Agreement
2. Insurance Alternative 1 (Indemnification and Insurance Provisions)
3. Insurance Alternative 2 (Indemnification and Insurance Provisions)
4. Safely Surrendered Baby Law

**REQUEST FOR PROPOSALS
ENVIRONMENTAL CONSULTANT SERVICES
CONVERSION TECHNOLOGY
PHASES III AND IV**

1. INTRODUCTION AND OVERVIEW

1.1 General

The County of Los Angeles Department of Public Works (Public Works) is inviting proposals from qualified firms to provide environmental consultant services for Phases III and IV of the County's efforts to develop conversion technologies in Southern California.

Conversion technologies refer to a wide array of biological, chemical, thermal (excluding incineration), and mechanical processes capable of converting post-recycled residual solid waste into useful products, chemicals, green fuels, and renewable energy. For over a decade the County has consistently supported conversion technologies for many reasons including their ability to manage waste in an environmentally preferable manner.

Public Works is working collaboratively in this effort with the Los Angeles County Integrated Waste Management Task Force (Task Force) and primarily the Alternative Technology Advisory Subcommittee (Subcommittee) to thoroughly evaluate and promote the development of conversion technologies in California.

1.1.1 Phase I – Initial Technology Evaluation

Beginning in 2004, Public Works conducted a preliminary evaluation of a range of conversion technology suppliers, and initiated efforts to identify material recovery facilities (MRFs) and transfer stations (TSs) in Southern California that could potentially host a conversion technology facility.

This extensive research resulted in a report entitled the *Conversion Technology Evaluation Report*, which was officially adopted by the Task Force in August 2005. This report identified a preliminary short list of technology suppliers and MRF/TS sites, along with a framework for development of a demonstration facility at one of these sites.

1.1.2 Phase II – Detailed Evaluation and Vetting Efforts towards Facilitation of One or More Demonstration Facilities

Phase II represents Public Works' continued efforts to facilitate development of a conversion technology demonstration facility in Southern California, including over a year of work by Public Works, the Subcommittee, and technical consultants. Key Phase II activities included:

- an independent evaluation and verification of the qualifications of selected technology suppliers and the capabilities of their conversion technologies
- an independent evaluation of candidate MRF/TS sites to determine suitability for integration with one or more technologies
- a review of permitting pathways
- identification of funding opportunities and financing mechanisms
- identification of potential County incentives (i.e. supporting benefits) to encourage facility development amongst potential project sponsors

These activities are described in detail in the *Conversion Technology Evaluation Report: Phase II Assessment* adopted in October 2007. Phase II identified four technology suppliers that have demonstrated the technical capabilities of their conversion technologies to process municipal solid waste and are ready for participation in this project. Additionally four of the MRF/TSs sites evaluated were determined suitable for co-location with a conversion technology.

The Complete Reports from both Phases I and II are available for download from www.SoCalConversion.org.

1.1.3 Request for Offers

On January 17, 2008, a Request for Offers (RFO) was released to those technology suppliers and MRF/TS owners/operators vetted through the Phase II process. Public Works will recommend one or more projects to the County Board of Supervisors (Board) for approval. At the same time, a recommendation will be made to the Board concerning this RFP process. The outcome of this RFP is subject to the Board's approval to move forward with one or more projects.

1.1.4 Phase III/IV – Long Term Development of Conversion Technologies

Phase III will build upon the efforts begun in Phase II by seeing through to completion the permitting process, design, construction, and operation of one or more demonstration facilities chosen in Phase II.

Whereas Phase III focuses on development of a demonstration facility in Southern California, Phase IV will pursue the siting of commercial scale conversion technology facilities in Los Angeles County capable of managing the County's wastestream. Due to the lag time between Phase I and Phase IV, Public Works will also reevaluate the conversion technology marketplace to validate the four recommended technologies in addition to investigating the progress and development of other technology suppliers.

Phase IV will also work to partner with local cities interested in siting a facility. In advance of Phase IV, four cities have already adopted resolutions expressing interest in partnering with the County: Calabasas, Glendale, Lancaster, and Long Beach, while representatives from other cities have expressed interest.

The objective of this solicitation is to select a firm that is best qualified to provide the requested services.

1.2 Proposals

Proposers are requested to submit proposals offering environmental consultant services in accordance with Section 2, and in a format specified in Section 8 of this Request for Proposals (RFP).

1.3 Consultant Selection

County will select a successful Proposer based on the Proposer's qualifications which represent the best service to Public Works, regardless of race, creed, color, or gender. The successful Proposer is also referred to as the Consultant in this document.

1.4 Processing of this RFP will be handled in the following manner:

- 1.4.1 An initial pass/fail evaluation will be made for each proposal to determine whether the mandatory requirements required by Section 8 are included in each proposal.
- 1.4.2 Proposers that pass the initial pass/fail evaluation will be submitted to the Evaluation Committee for evaluation and rating.
- 1.4.3 All proposals will be evaluated and the Evaluation Committee may recommend a Consultant for approval. Public Works reserves the right to conduct oral interviews with up to the top four ranking Proposers. The oral presentations will be evaluated and the Evaluation Committee will combine the rank from the written proposals with the rank from the oral interviews (if conducted) to recommend a Proposer for approval. The recommendation for selection will be made on the basis of qualifications, demonstrated competence, and technical response to the RFP without regard to race, creed, color, or gender.

In the event that additional elements, changes, or enhancements to existing elements contained in this RFP may be required, Public Works reserves the right to negotiate with the Consultant to cause these changes to be incorporated in the work product.

- 1.4.4 Upon conclusion of negotiations, Public Works will process a Consultant Services Agreement to award the contract.
- 1.4.5 Notwithstanding a recommendation of a department, agency, individual, or other, the Board of Supervisors retains the right to exercise its judgment concerning the selection of a Proposer and the terms of any resultant agreement, and to determine which Proposer best serves the interests of the County of Los Angeles (County). The Board of Supervisors is the ultimate decision-making body and makes the final determinations necessary to arrive at a decision to award, or not award, a contract.

1.5 Management of the Consultant

The Consultant shall take all formal direction from the County Project Manager assigned the responsibility for the project. All activities related to administration of the Consultant's agreement will be managed by the County Project Manager.

1.6 County's Ownership of Materials and Equipment

All services provided by the Consultant, and all materials, documents, reports, and other information of all types, including computer models developed by the Consultant for the project, and all works based thereon, incorporated therein, or derived therefrom, and all intellectual property and proprietary rights in these materials, documents, reports, and other information of all types, shall be the sole and exclusive property of the County.

2. **SCOPE OF SERVICES**

2.1 General

Prior to selection of a consultant for this contract, the County will finalize agreements with as many as four project development teams participating in the Phase III RFO process. This contract will serve to carry out the terms of those agreements including services the Consultant will carry out on behalf of the County to fulfill the terms of these agreements. All activities conducted by the consultant are subject to approval by the County based on negotiations with each Project Developer. Up to four projects will be developed during Phase III. Once approved, tasks will be performed for each project.

The Consultant shall perform seven major tasks for **Phase III**:

- Task 1: Permitting and CEQA Assistance
- Task 2: Funding Research
- Task 3: Energy and Product Marketing
- Task 4: Design and Construction Assistance Activities
- Task 5: Additional Technical Assistance
- Task 6: Review, Inspections, and Project Oversight
- Task 7: Reporting

The tasks in Phase IV reflect the Public Works' goal of pursuing the siting of commercial scale conversion technology facilities in Los Angeles County capable of managing the County's wastestream.

The Consultant shall perform seven major tasks for **Phase IV**:

- Task 1: Develop General List of Qualified Technology Suppliers
- Task 2: Develop and Distribute Questionnaire to Qualified Technology Suppliers
- Task 3: Evaluate and Recommend List of Qualified Technology Suppliers
- Task 4: Verification and Evaluation of Recommended List of Qualified Technology Suppliers
- Task 5: Site Identification and Evaluation
- Task 6: Needs Assessment for Partner Cities
- Task 7: Reporting

2.2 Phase III – Southern California Demonstration Project Development

2.2.1 Task 1– Permitting and CEQA Assistance

The Consultant will assist each project in identifying all permits required, obtaining information necessary for permit applications, and submitting permits to the relevant agencies. The Consultant will prepare an Initial Study as required in the California Environmental Quality Act (CEQA), and make a recommendation regarding the appropriate environmental documents for each project, including a Programmatic Environmental Impact Report (PEIR) for the projects as a whole provided more than one project is selected by Public Works. Upon approval, the Consultant will complete relevant environmental documents and conduct related public information meetings.

2.2.2 Task 2 – Funding Research

The Consultant will research all funding opportunities applicable to each project. The Consultant will develop and maintain a database, similar to previous databases compiled by Public Works. This database will include all pertinent funding opportunities such as loans and grants for the development of each project, including design, construction, operation, and/or enhancements of the projects. Upon approval, the Consultant will prepare necessary grant applications and related funding documents for submittal on behalf of the projects.

Because of expected price differences between local landfill tip fees and conversion technology facility tip fees at the outset of project operation, the Consultant will be responsible for identifying, recommending, and procuring gap funding for each project. These sources of funds may include but are not limited to grants, low-interest loans, State and Federal appropriations, and other incentives.

The Consultant will work with each project developer, Public Works, appropriate jurisdictions and agencies to ensure the recommended gap funding strategies are sufficient to allow for successful development of the project(s).

2.2.3 Task 3 – Energy and Product Marketing

The Consultant will identify specific markets for selling products and/or byproducts produced in each project (including power and/or fuel). Priority will be placed on markets as geographically proximate to the project site as possible. Upon approval, the Consultant will assist the project developer in negotiating purchase agreements for these products and/or byproducts.

2.2.4 Task 4 – Design and Construction Assistance Activities

The Consultant will make every effort to ensure each project is a flagship facility and representation of sustainability in the community where it is located.

During facility design, the Consultant will assist each project by helping to obtain design related information and encourage sustainable building design. The Consultant will work with each project in applying for and obtaining green building certification such as LEED.

During facility construction, the Consultant will assist each project by obtaining information on local suppliers of materials and services.

2.2.5 Task 5 – Additional Technical Assistance

The Consultant will assist each project in the preparation and submittal of applications to the California Energy Commission and other relevant agencies in an effort to ensure energy produced by each project, to the maximum extent feasible, is certified as eligible renewable energy. This includes fuel as well as electricity generated, as applicable.

Upon approval, the Consultant will provide as-needed technical assistance to each project for design, construction, or other development tasks.

The Consultant will develop partnerships with universities and/or private laboratories to coordinate approved third-party testing and data exchange for engineering performance and environmental data.

The Consultant will support Public Works and the Subcommittee's efforts to implement the Public Outreach Plan.

2.2.6 Task 6 – Review, Inspections, and Project Oversight

During both design and construction phases of each project, the Consultant will work with the project developer to ensure each project fulfills its commitment to the agreement with Public Works including but not limited to adherence to "flagship facility" standards, timeline, and other agreed-upon standards. The Consultant may be asked to review design plans, conduct site visits, and/or coordinate progress meetings between the project developer and Public Works. Additionally, the Consultant may be requested to provide assistance with contract administration/oversight as needed.

2.2.7 Task 7 - Reporting

The Consultant shall submit monthly updates and participate in monthly meetings sponsored by the Subcommittee. The Consultant will prepare a comprehensive Final Report regarding the development of the demonstration project and provide recommendations for future project development on a commercial scale.

2.3 Phase IV – Facilitating Los Angeles County Projects

2.3.1 Task 1 – Develop General List of Qualified Technology Suppliers

The Consultant shall review recent studies of conversion technologies including, but not limited to, studies conducted by the California Integrated Waste Management Board, the County of Los Angeles, the City of Los Angeles, and other public and private entities in order to identify a comprehensive list of conversion technologies and processes and consider them on a case-by-case basis. Additionally, the Consultant will be responsible for identifying new and emerging qualified technologies not evaluated in previous studies. The Consultant will evaluate and summarize the characteristics of the technologies. The summary shall include, at a minimum, an analysis of the performance characteristics; identification of emissions, residues (hazardous and non-hazardous), nuisance factors (noise, dust, traffic), and other environmental impacts associated with each technology; description of feedstocks (e.g., plastics, paper, organic materials) and feedstock requirements (e.g., acceptable moisture and contamination content, pre-processing requirements); and, the willingness of the technology's developer to develop a pilot and/or full scale facility in Los Angeles County.

2.3.2 Task 2 – Develop and Distribute Questionnaire to Qualified Technology Suppliers

The Consultant will develop a questionnaire, similar to the Phase I questionnaire, which will be distributed to each technology supplier on the general list. It will be the responsibility of the Consultant to ensure all information provided by the technology suppliers is current and complete, including follow up contact as needed to discuss in further detail any aspect of provided information found insufficient, as determined by the Consultant in collaboration with Public Works and the Subcommittee.

2.3.3 Task 3 – Evaluate and Recommend List of Qualified Technology Suppliers

The Consultant will develop screening and ranking criteria to evaluate each conversion technology supplier that responds to the

questionnaire, based on the County's established criteria in Phase I and II, but updated to reflect the objectives of Phase IV.

The Consultant will fine tune recommendations for screening criteria. Specifically the screening criteria should eliminate technologies that would not be suitable for development in Los Angeles County or technology developers that are not willing or able to develop a facility in Los Angeles County.

The Consultant will develop recommendations for ranking criteria to evaluate the remaining technologies and compare them to one another. These ranking criteria may include, but are not limited to, economic viability (based on a full-sized, commercial-scale facility), experience, operational characteristics, scalability, health, safety and environmental characteristics, resource usage, and other criteria, as approved by Public Works, in consultation with the Subcommittee.

Using approved screening and ranking criteria, the Consultant shall analyze those technologies that both pass the screening criteria and rank satisfactorily, and upon approval by Public Works in coordination with the Subcommittee shall:

- Summarize technical limitation and current commercial status of each technology, noting those technologies that have been proven to work on a pilot or commercial scale;
- Identify most likely material streams from residual solid waste feedstock that would and would not be processable by each technology;
- Identify optimal configurations (e.g. size, modularity, economy of scale, collocation/coproduction), and potential ways to improve conversion technologies' technical and environmental performance, including co-location of more than one conversion technology to manage multiple component sub-sets of a likely feedstock stream.

Unless the Consultant finds just cause for disqualification, the four technology suppliers participating in Phase III will be recommended for Phase IV. This final list of conversion technology suppliers will be provided to the Subcommittee and Public Works for approval.

2.3.4 Task 4 – Verification and Evaluation of Qualified Technology Suppliers

By RFP or similar process, as approved by Public Works and the Subcommittee, the qualifications of the conversion technology suppliers approved by Public Works and the Subcommittee shall be independently verified. The process will require adequate information to corroborate the supplier's ability to develop a conversion technology facility, as proposed.

The Consultant will be responsible for the diligent evaluation and validation of all information provided by each technology supplier successfully passing the screening and ranking process, as approved by Public Works and the Subcommittee. The Consultant shall also utilize the services of professional laboratories and research universities in order to assist with the validation process. This evaluation and validation process shall not extend to requests for proprietary data at this time, nor shall this step substitute or otherwise compromise later requests for full and detailed proposals.

The Consultant will be responsible for arranging a tour for subcommittee members and staff of operating facilities for all technology suppliers successfully passing the screening and ranking process, as well as other relevant sites, as approved by Public Works and the Subcommittee. The Consultant will be reimbursed on a cost basis for making tour arrangements.

The Consultant will be responsible for determining whether each technology is capable of meeting the needs of this project.

2.3.5 Task 5 – Site Identification and Evaluation

The Consultant will send a questionnaire to each city in Los Angeles County and the Department of Regional Planning in an effort to find suitable locations(s) for development of a commercial scale conversion technology facility.

The first priority set will include sites located within partner cities. The second priority set will include other MRF/Ts and landfills in Los Angeles County.

For each priority set the Consultant will be required to:

- Prepare a comprehensive list of sites
- Update the questionnaire from the Phase I report and submit it to the approved list of sites
- Develop and update a ranking system based on criteria established in the Phase I and II reports
- Evaluate the top tier sites by requesting detailed information and site visits
- Identify the top ranked sites, within categories of MRF/TS, landfills, and other sites

These evaluations will require the Consultant to gather data related to each site's ability to host a conversion technology facility. The Consultant will be required to supply a detailed analysis of each site in summary format with the Consultant's recommendation for the best possible match or set of matches.

2.3.6 Task 6 – Needs Assessment for Partner Cities

The Consultant will determine the solid waste needs and goals of local cities interested in siting a conversion technology facility.

Upon approval from Public Works and Subcommittee, the Consultant will assist in negotiating a public-private partnership between a selected site, chosen technology supplier, partner city, County, waste supplier, and any relevant local, state and/or federal agencies.

2.3.7 Task 7 – Reports

The Consultant shall submit monthly updates and participate in monthly meetings sponsored by the Subcommittee. The Consultant will prepare a comprehensive Final Report regarding the development of commercial scale conversion technology facilities in Los Angeles County.

3. SCHEDULE FOR SERVICES

After successful negotiations, award of contract, and contract execution, a Notice to Proceed will be issued for environmental consultant services as required in this RFP. The Consultant shall provide a schedule within 15 working days after the date of the Notice to Proceed, indicating start and completion of all anticipated work.

4. COMPENSATION

The Consultant shall be compensated monthly, based on tasks completed and approval by the County. Public Works will reimburse the Consultant for additional copies of reports and any other written requests outside the Scope of Services. Mileage is not reimbursable.

4.1 Invoices shall include a detailed backup for work completed and all authorized reimbursable expenses incurred.

5. SERVICES BY PUBLIC WORKS

5.1 Public Works will provide access to all relevant data in its possession. However, the County assumes no responsibility whatsoever with respect to the sufficiency or accuracy of any information supplied. The Consultant shall be responsible for evaluation of all information supplied by Public Works.

5.2 County Project Manager

The County Project Manager is the person assigned by the Director of Public Works to oversee, direct, and coordinate this project and act as liaison to the other County departments and agencies.

6. GENERAL CONDITIONS

6.1 General Conditions

This RFP is a solicitation for proposals only, and is neither intended, nor to be construed as, an offer to enter into an agreement or engage in any formal competitive bidding or negotiation pursuant to any statute, ordinance, rule, or regulation. Thus, the County reserves the unqualified right to reject any or all proposals for any reason.

6.2 County's Responsibilities

County is responsible only for that which is expressly stated in this RFP. County is not responsible for, and shall not be bound by, any representations otherwise made by any individual acting or purporting to act on its behalf.

6.3 Cost of Proposal

The County shall not in any way be liable or responsible for any costs incurred in connection with the preparation, submittal, or presentation of any proposal submitted in response to this request.

6.4 Compliance with RFP

Responses to this RFP shall be made according to the specifications and instructions contained herein. Failure to adhere to RFP instructions may be cause for rejection of any proposal.

6.5 Truth and Accuracy of Representations

Substantially false, misleading, incomplete, or unresponsive statements and/or failure to adhere to the format herein described may be sufficient cause for rejection. The evaluation and determination of the fulfillment of the above requirement shall be in the County's sole judgment and shall be final.

6.6 Contract Execution

The resultant contract of this RFP shall be executed and returned by the selected firm within ten calendar days from the time of receipt of the contract (see sample Consultant Services Agreement, Attachment 1). If the contract is not returned within ten calendar days, the County may exercise the option of awarding the contract to the next qualified Proposer.

6.7 Acceptance of Terms and Conditions

Proposers understand and agree that submittal of a proposal will constitute acknowledgment and acceptance of, and a willingness to comply with, all of the terms, conditions, and criteria contained in this RFP, including attachments thereto, except as otherwise specified in the proposal. Any and

all parts of the submitted proposal may become part of any resultant contract between the selected Consultant and the County.

6.8 County's Changes to RFP

County reserves the right to interpret or change any provisions of this RFP at any time prior to the proposal submittal date. Such interpretations or changes shall be in the form of addenda to this RFP. Such addenda will become part of this RFP and may become part of the resultant contract. Such addenda shall be made available to each person or organization which has received an RFP. Should such addenda require additional information not previously requested, a Proposer's failure to address the requirements of such addenda may result in the Proposer not being considered.

Public Works, at its sole discretion, may determine that a time extension is required for submittal of proposals, in which case an addendum shall indicate the new proposal submittal date.

6.9 Proposer Changes to Proposal

No changes to the proposals shall be allowed after submittal to Public Works.

6.10 Consistency with Laws

Any agreement entered into by the Proposer shall be consistent with applicable federal, state, and local laws.

6.11 Public Records Act

Responses to this RFP become the exclusive property of the County. At such time as Public Works recommends to the Board of Supervisors, and such recommendation appears on the Board Agenda, all proposals submitted in response to this RFP become a matter of public records. Exceptions will be those elements in each proposal which are trade secrets as that term is defined in Government Code Section 6254.7 and which are so marked as TRADE SECRET, CONFIDENTIAL, or PROPRIETARY. The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked if disclosure is deemed to be required by law or by an order of the Court. Proposers which

indiscriminately identify all or most of their proposal as exempt from disclosure without justification may be deemed unresponsive.

6.12 Contact with County Employees

As of the issue date of this RFP and continuing until the final date for submittal of proposals, all Proposers are specifically directed not to hold meetings, conferences, or technical discussions regarding the RFP with County employees. During the submittal period, questions regarding this RFP may be directed to the person indicated in the cover letter or faxed to:

Ms. Kathleen Gandara
County of Los Angeles Department of Public Works
Architectural Engineering Division
900 South Fremont Avenue, 8th Floor
Alhambra, California 91803-1331
Facsimile (626) 979-5311 or 979-5310

Contact with any other County official or employee during the submittal period regarding this RFP may cause for immediate disqualification of the Proposer.

6.13 County of Los Angeles Lobbyist Ordinance

The County has enacted an ordinance regulating the activities of persons who lobby County officials. This Ordinance, referred to as the Lobbyist Ordinance, defines a County lobbyist and imposes certain registration requirements upon individuals meeting the definition. The complete text of the Ordinance can be found in County Code Chapter 2.160. In effect, each person, corporation, or other entity who seeks a County permit, license, franchise, or contract must certify compliance with the Ordinance. As part of this solicitation process, it is the responsibility of each Proposer to review the Ordinance independently as the text of said Ordinance is not contained within this RFP. Thereafter, each person, corporation, or other entity submitting a response to this RFP must certify that each County lobbyist, as defined by Los Angeles County Code Section 2.160.010, that is retained by the Proposer is in full compliance with Chapter 2.160 of the County Code.

6.14 Gratuities

It is improper for any County officer, employee, or agent to solicit consideration, in any form, from a Proposer with the implication, suggestion, or statement that the Proposer's provision of the consideration may secure more favorable treatment for the Proposer in the award of the contract or that the Proposer's failure to provide such consideration may negatively affect the County's consideration of the Proposer's submittal. A Proposer shall not offer or give, either directly or through an intermediary, consideration, in any form, to a County officer, employee, or agent for the purpose of securing favorable treatment with respect to the award of the contract.

A Proposer shall immediately report an attempt by a County officer, employee, or agent to solicit such improper consideration. The report shall be made either to the Public Works' manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Failure to report such a solicitation may result in the Proposer's submittal being eliminated from consideration.

Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

6.15 Consideration of GAIN/GROW Program Participants for Employment

As a threshold requirement for consideration for contract award, Proposers shall demonstrate a proven record of hiring participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) or General Relief Opportunity for Work (GROW) Program, or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposers shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposers' employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. Proposers who are unable to meet this requirement shall not be considered for contract award.

6.16 Child Support Compliance Program

Consultant is required to fully comply with all applicable state and federal reporting requirements relating to employment reporting for its employees. Consultant is required to fully comply with all lawfully served wage and earnings assignment orders and notices of assignment. Failure to comply with state and federal reporting requirements regarding employees, or failure to implement lawfully served wage and earnings assignment orders or notices of assignment, constitutes a default under the contract, and failure to cure the default within 90 days of notice by the County, shall subject the contract to termination. Failure to comply with these requirements may be cause for debarment.

6.17 Federal Earned Income Credit

Consultant shall notify its employees, and shall require each subconsultant to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal Income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

6.18 Reduction of Solid Waste

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Consultant agrees to use recycled-content paper to the maximum extent possible on the project.

6.19 Small Businesses

Consultants are encouraged to utilize small businesses when possible to provide supplies, equipment, technical services, and other services under this RFP and resultant contract.

6.20 Indemnification and Insurance

The County's insurance requirements specify that Consultants should obtain coverage from insurance companies acceptable to the County who have a current A.M. Best rating of not less than A:VII. A Best rating of A:VII indicates that the company evidences strong financial strength and ability to meet their ongoing financial obligations to policyholders.

Two Alternative Indemnification and Insurance Provisions are set forth in Attachments 2 and 3 of this RFP. Please select one of the alternatives, initial as acceptance of the selected provision, and submit with your response to this RFP. The selected provisions will be incorporated into the Consultant Services Agreement.

6.21 Determination of Proposer Responsibility

- 6.21.1 A responsible Proposer is a Proposer who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible consultants.
- 6.21.2 Proposers are hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may determine whether the Proposer is responsible based on a review of the Proposer's performance on any contracts, including but not limited to County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the Proposer against public entities. Labor law violations which are the fault of subconsultants and of which the Proposer had no knowledge shall not be the basis of a determination that the Proposer is not responsible.
- 6.21.3 The County may declare a Proposer to be non-responsible for purposes of this contract if the Board of Supervisors, in its discretion, finds that the Proposer has done any of the following: (1) violated a term of a contract with the County; (2) committed an act or omission which negatively reflects on the Proposer's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.
- 6.21.4 If there is evidence that the highest ranked Proposer may not be responsible, the Department shall notify the Proposer in writing of the evidence relating to the Proposer's responsibility, and its intention to recommend to the Board of Supervisors that the Proposer be found not responsible. The Department

shall provide the Proposer and/or the Proposer's representative with an opportunity to present evidence as to why the Proposer should be found to be responsible and to rebut evidence which is the basis for the Department's recommendation.

6.21.5 If the Proposer presents evidence in rebuttal to the Department, the Department shall evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board of Supervisors. The final decision concerning the responsibility of the Proposer shall reside with the Board of Supervisors.

6.21.6 The terms shall also apply to proposed subconsultants of Proposers on County contracts.

6.22 Proposer Debarment

6.22.1 The Proposer is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the Proposer from proposing on, or being awarded, and/or performing work on other County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and the County may terminate any or all of the Proposer's existing contracts with the County, if the Board of Supervisors finds, in its discretion, that the Proposer has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Proposer's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.

6.22.2 If there is evidence that the highest ranked Proposer may be subject to debarment, the Department shall notify the Proposer in writing of the evidence which is the basis for the proposed debarment, and shall advise the Proposer of the scheduled date for a debarment hearing before the Contractor Hearing Board.

- 6.22.3 The Contractor Hearing Board shall conduct a hearing where evidence on the proposed debarment is presented. The Proposer and/or the Proposer's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Proposer should be debarred, and, if so, the appropriate length of time of the debarment. The Proposer and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 6.22.4 After consideration of any objections, or if no objections are received, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 6.22.5 If a Proposer has been debarred for a period longer than five years, that Proposer may, after the debarment has been in effect for at least five years; submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Proposer has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
- 6.22.6 The Contractor Hearing Board will consider requests for review of a debarment determination only where (1) the Proposer has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. After the hearing, the Contractor Hearing Board shall conduct a hearing

where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

6.22.7 These terms shall also apply to proposed subconsultants of Proposers on County contracts.

6.23 Prohibition from Involvement in Bidding Process

Consultant understands and agrees that neither it nor its subsidiaries shall be involved in any way in the bidding process on any Request for Proposal developed or prepared by or with the assistance of Consultant's services rendered pursuant to this Agreement, either as a prime Contractor or subcontractor, or as a Consultant to any other prime Contractor or subcontractor. Any such involvement by Consultant shall result in the rejection by the County of the bid by the prime Contractor in question.

6.24 Contractor Employee Jury Service Program

The prospective contract is subject to the requirements of the County's Employee Jury Service Ordinance (Jury Service Program) (Los Angeles County Code, Chapter 2.203). Prospective Contractors should carefully read the Jury Service Program and the pertinent jury service provisions of the model/sample contract, both of which are incorporated by reference into and made a part of this RFP. The Jury Service Program applies to both Contractors and their subcontractors.

Proposers that fail to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration.

6.24.1 The Jury Service Program requires Contractors and their subcontractors to have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service. For purposes of the Jury Service Program, employee means any California resident who is a full-time employee of a Contractor and full time means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) the Contractor has a long-standing practice that defines the lesser number of hours as full time. Therefore, the Jury Service Program applies to all of a Contractor's full-time California employees, even those not working specifically on the County project. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program.

6.24.2 There are two ways in which a Contractor might not be subject to the Jury Service Program. The first is if the Contractor does not fall within the Jury Service Program's definition of Contractor. The Program defines Contractor to mean a person, partnership, corporation, or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. The second is if the Contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to Contractors that have: 1) ten or fewer employees; and, 2) annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract is less than \$500,000; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation. The second exception applies to Contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The Contractor is

subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.

- 6.24.3 If a Contractor does not fall within the Jury Service Program's definition of Contractor or if it meets any of the exceptions to the Jury Service Program, then the Contractor must so indicate in the Certification Form and Application for Exception and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the Contractor's application, the County will determine, in its sole discretion, whether the Contractor falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. The County's decision will be final.

6.25 Vendor Registration with the County of Los Angeles

All potential bidders/proposers with the County of Los Angeles are required to register in WebVen and have a valid vendor number assigned to them. The vendor number is required by the Auditor-Controller and is necessary for any payments to be made to a Contractor who is awarded a County project. Vendor registration can be done online at <http://camisvr.co.la.ca.us/webven> or calling the County's Internal Service Department Central Purchasing Vendor Relations Unit at (323) 267-2650. If you are awarded a contract and you do not have a valid vendor number, your payments will be delayed until you are registered.

6.26 No Payment for Services Provided Following Expiration/Termination of Agreement

Contractor shall have no claim against County for payment for any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

6.27 Notice to Employees Regarding the Safely Surrendered Baby Law

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in the County of Los Angeles, and how to safely surrender a baby. The fact sheet is set forth in Attachment 4 of this solicitation document and is also available on the Internet at www.babysafela.org for printing purposes.

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's A Safely Surrendered Baby Law poster in a prominent position at the Contractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

6.28 Notification to County of Pending Acquisitions/Mergers by Proposing Company

The vendor shall notify the County of any pending acquisitions/mergers of their company. This information shall be provided by the vendor on Required Form - Proposer's Organization Questionnaire/Affidavit. Failure of the vendor to provide this information may eliminate its proposal from any further consideration.

6.29 Prevailing Wage Requirements

The subject project is a public work as defined in Section 1720 of the California Labor Code.

7. COMMUNITY BUSINESS ENTERPRISE (CBE) PARTICIPATION

7.1 The County has adopted a Community Business Enterprise (CBE) Program, available for review at Public Works, which includes business enterprises owned by disabled veterans, disadvantaged business enterprises, and minority and women-owned business enterprises. The County has established an aspirational goal that 25 percent of all County contract dollars shall go to certified CBEs. All Proposers shall document good faith efforts it has taken to assure that CBEs are utilized when possible to provide supplies, equipment, technical services, and other services under this contract. The

County will evaluate the Proposer's good faith efforts to meet the CBE participation goal by reviewing the Proposer's documentation of the following criteria:

- 7.1.1 Proposer attended any preproposal meetings scheduled by the County to inform all Proposers of the CBE program requirements for the project.
- 7.1.2 Proposer identified and selected specific items of the project for which a subcontract could be awarded to be performed by CBEs to provide an opportunity for participation by those enterprises.
- 7.1.3 Proposer advertised, not less than ten calendar days before the date the proposals are due, in one or more daily or weekly newspapers, trade association publications, minority or trade oriented publications, trade journals, or other media specified by the County for CBEs that are interested in participating in the project. This paragraph applies only if the County gave public notice of the project not less than 15 calendar days prior to the date the proposals are due.
- 7.1.4 Proposer provided written notice of his or her interest in proposing on the project to certified CBEs not less than ten calendar days prior to the submittal of proposals.
- 7.1.5 Proposer followed up initial solicitations of interest by contacting the CBEs to determine with certainty whether the CBEs were interested in performing specific items of the project.
- 7.1.6 Proposer provided interested CBEs with information about the project and requirements for selected subconsultants.
- 7.1.7 Proposer requested assistance from minority and women community organizations; minority and women Contractor groups; local, state, or federal minority and women business assistance offices; or other organizations that provide assistance in the recruitment and placement of minority or women business enterprises, if any are available. Proposer

used the services and assistance of the Small Business Administration and Minority Business Development Agency of the Department of Commerce, the County Office of Affirmative Action Compliance, and other outreach agencies.

- 7.1.8 Proposer negotiated in good faith with the CBEs, and did not unjustifiably reject as unsatisfactory proposals prepared by any CBE.
 - 7.1.9 Where applicable, the Proposer advised and made efforts to assist interested CBEs in obtaining bonds, lines of credit, or insurance required by these contract documents.
 - 7.1.10 Proposer's efforts to obtain CBE participation could reasonably be expected by the County to produce a level of participation sufficient to meet the goals and requirements of the County.
- 7.2 The Proposer's CBE participation shall be reflected in the CBE participation form. The Proposer's documentation of its good faith efforts shall be submitted with the proposal to:
- County of Los Angeles Department of Public Works
Architectural Engineering Division
900 South Fremont Avenue, 8th Floor
Alhambra, California 91803-1331
Attention: Ms. Kathleen Gandara
- 7.3 The County has established CBE Program sanctions to ensure the fair and equitable opportunity to participate by certified CBEs. Proposers are required to acknowledge these CBE Program sanctions by completing the sanctions form.
 - 7.4 Public Works will answer questions from Proposers regarding CBE participation.
 - 7.5 The County strongly encourages participation by CBEs; however, the final selection will be made without regard to race, color, creed, or gender. The final selection will be based on the Proposer's ability to provide the best service and value to the County.

8. FORMAT OF PROPOSAL

The response to this RFP must be made according to the requirements set forth in this Section, both for content and for sequence. Noncompliance with these requirements or the inclusion of conditions, limitations, or misrepresentations, may be cause for rejection of the proposal.

The Department of Public Works does not assume responsibility for documents that are incorrectly submitted, nor for any failed delivery of the subject proposal. It shall be the responsibility of the Consultant to confirm proper delivery and receipt by the Department of Public Works of a submitted proposal.

Proposals submitted in hard copy format shall include four (9) complete copies (eight spiral bound copies and one unbound) of the proposal and related information and shall be submitted to:

County of Los Angeles Department of Public Works
Architectural Engineering Division
900 South Fremont Avenue, 8th Floor
Alhambra, California 91803-1331
Attention: Ms. Kathleen Gandara

Proposals must be received by the date indicated in the cover letter. **PROPOSALS RECEIVED BY PUBLIC WORKS AFTER THIS DEADLINE WILL BE CONSIDERED FOR EVALUATION SOLELY AT THE DISCRETION OF PUBLIC WORKS, IF DETERMINED TO BE IN THE COUNTY'S BEST INTERESTS.**

8.1 Format of Proposal Summary

Proposal submittals shall be organized as indicated below. Specific requirements for each of the Consultant's proposal sections are included hereinafter.

8.1.1 Mandatory Contents

Section 1 - Cover Letter

Section 2 - Table of Contents

Section 3 - Corporate Documentation

Section 4 - Qualifications and Experience

Section 5 - Standard Services and Work Plan

Section 6 - Acceptance of Terms and Conditions

Section 7 - Required Certifications

Section 8 - CBE Participation

Section 9 – Indemnification and Insurance Alternative

Section 10 – Additional Data

8.2 Specific Requirements for each Section of the Proposal

8.2.1 Section 1

Cover Letter shall be a maximum two-page letter including the name and address of the organization submitting the proposal; whether the proposing firm is an individual, partnership, corporation, or joint venture; and the name, address, and telephone number of the contact person who will be authorized to make representations for the organization.

8.2.2 Section 2

Table of Contents shall include an outline of the proposal, identified by sequential page number, and section title as described herein.

8.2.3 Section 3

Corporate Documentation shall include relevant information regarding organizational stability and strength, including a description/statement of the organization (e.g.), sole proprietorship, partnership, corporation, joint venture, etc.

8.2.4 Section 4

Qualification and Experience shall include, but not be limited to, the following information:

8.2.4.1 Designation of an experienced senior individual as the supervisor/administrator of the Consultant's staff who will be responsible for the delivery of services in accordance with the established Scope of Services in the Consultant Services Agreement with Public Works.

8.2.4.2 Identification of principal staff members including major subconsultants. Provide information on key individuals providing the offered services including relevant experience, professional certification/license/registration, education, and past experience.

8.2.4.3 A list of projects which indicates related experience in providing environmental consultant services, solid waste management related projects, and public infrastructure projects. Include a list of references and respective phone numbers.

8.2.5 Section 5

Standard Services shall include the Proposer's approach to providing the service deliverables described in Section 2, Scope of Services

Work Plan will outline how the Proposer intends to provide and manage the resources necessary to accomplish the Scope of Services.

8.2.5.1 Provide a Work Plan for all services as outlined in Section 2 for the whole project. The typical Work Plan shall indicate activities in support of the environmental consultant services, including

quality control reviews and participation of subconsultants.

8.2.5.2 Provide a staffing and resources management plan for Consultant and each subconsultant which identifies specific tasks and the level of effort and the number of hours required for the services required for the project. Describe your current workload and capability/commitment to complete the Scope of Services in accordance with project schedules.

8.2.6 Section 6

Acceptance of Terms and Conditions shall include a statement affirming the Proposer's acceptance of the terms and conditions contained in the attached sample Consultant Services Agreement.

8.2.7 Section 7

Required Certifications

Consultant shall complete and submit with the proposal, the following certifications and forms. Except for the Contractor Employee Jury Service Program form, these forms are required only from the prime. The Contractor Employee Jury Service Program form must be completed and signed by the entire project team.

8.2.7.1 A completed Community Business Enterprise Participation form.

8.2.7.2 A completed and signed Community Business Enterprise Program Sanctions form.

8.2.7.3 Completed and signed Avoidance of Conflict of Interest Certification, EEO Certification, and Lobbyist Ordinance Affidavit form.

- 8.2.7.4 A completed and signed Attestation of Willingness to Consider GAIN/GROW Participation form.
- 8.2.7.5 A completed history of past and current contracting with the County over the past three years.
- 8.2.7.6 A completed and signed False Claims form.
- 8.2.7.7 A completed and signed Civil Litigation History form.
- 8.2.7.8 A completed and signed Criminal Conviction form.
- 8.2.7.9 A completed and signed Contractor Employee Jury Service Program form from the Consultant and entire project team.
- 8.2.7.10 A completed and signed Debarments form.
- 8.2.7.11 A completed and signed Labor Law/Payroll Violations form.
- 8.2.7.12 A completed and signed Proposer's Organization Questionnaire/Affidavit.

8.2.8 Section 8

CBE Participation shall include documentation of Proposer's good faith efforts to meet the CBE participation goal specified in Section 7, CBE Participation.

The project-specific combined staffing totals indicated on the CBE Participation form must total the aggregate of the project-specified staff.

8.2.9 Section 9

The selected indemnification and insurance alternative as required in Article 6.20.

8.2.10 Section 10

Additional Data shall include any other data the Proposer deems essential to the evaluation of the proposal, i.e, letters of reference, other related projects, etc.

8.2.10.1 References from past clients must include client name, address, phone number, brief description of the project, list of Consultant team members and responsibility, and the name/phone number of the client's project manager.

8.2.10.2 If there is no additional data, this section will consist of the statement, We wish to present no additional data.

9. EVALUATION CRITERIA

9.1 Pass/Fail Requirements

A pass/fail evaluation will be made of the Proposal to determine whether the Mandatory Contents required by Articles 8.1 and 8.2 are included in the Proposal. Failure to include all of the mandatory pass/fail requirements may be cause for disqualifying the Proposal as nonresponsive. The determination of nonresponsiveness shall be made solely at the discretion of the County, if it is determined to be in the County's best interests. Pass/fail criteria include the following:

9.1.1 The submittal shall contain all information as required in Article 8.2, which lists the specific requirements for each section of the proposal.

9.1.2 The proposal must include all required forms, CBE documentation, and certifications completed and signed as defined in Articles 8.2.7 - Required Certifications (Articles 8.2.7.1 through 8.2.7.12 inclusive) and 8.2.8 - CBE Participation.

- 9.2 Proposals that are determined to be responsive to the mandatory requirements shall be evaluated using a 100 point total cumulative score rating according to the following criteria:

SUMMARY OF SCORING

- 9.2.1 General Quality and Responsiveness of the Overall Proposal (15%)
- 9.2.2 Qualifications and Experience (50%)
- 9.2.3 Standard Services and Work Plan (35%)

- 9.3 Public Works at its sole discretion may elect to conduct oral interviews with the top four ranked Proposers. Should interviews be conducted, Proposers will be evaluated using a 100 point total cumulative score rating according to the following criteria:

SUMMARY OF SCORING

- 9.3.1 Presentation (50%)
- 9.3.2 Responsiveness to Direct Questions (50%)

The highest rated Proposer from the total scoring from Sections 9.2 and 9.3 shall be recommended to be awarded the contract.

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5/2008

INFORMATION ONLY

EXHIBIT A

REQUEST FOR OFFERS FOR LOS ANGELES COUNTY CONVERSION TECHNOLOGY DEMONSTRATION FACILITY

Issued by:

The County of Los Angeles
Department of Public Works
and
Los Angeles County Solid Waste Management Committee/
Integrated Waste Management Task Force's
Alternative Technology Advisory Subcommittee

January 17, 2008



Prepared by:

 **ARI**
Alternative Resources, Inc.

Table of Contents

| | | |
|--------|--|------|
| 1.0 | Introduction..... | 1-1 |
| 1.1 | Background..... | 1-1 |
| 1.2 | Intent of Request for Offers..... | 1-2 |
| 1.3 | RFO Schedule | 1-3 |
| 1.4 | RFO Process | 1-3 |
| 1.4.1 | Distribution of RFO | 1-3 |
| 1.4.2 | Pre-Offer Meeting | 1-3 |
| 1.4.3 | Offer Submission | 1-4 |
| 1.4.4 | Contact Person | 1-4 |
| 1.4.5 | Additional Information/Questions | 1-4 |
| 1.4.6 | Oral Presentation/Interview | 1-5 |
| 1.4.7 | RFO Postponement/Cancellation | 1-5 |
| 1.4.8 | Withdrawal from Procurement Process | 1-5 |
| 1.4.9 | Record of Offers | 1-5 |
| 1.4.10 | Period of Acceptance and Bid Bonds | 1-6 |
| 1.4.11 | County Rights and Options..... | 1-6 |
| 1.5 | Content of RFO..... | 1-7 |
| 2.0 | Roles and Responsibilities of Participants..... | 2-1 |
| 2.1 | Project Developer | 2-1 |
| 2.2 | County | 2-1 |
| 2.3 | Form of Agreement(s) with County | 2-1 |
| 3.0 | Project Standards | 3-1 |
| 3.1 | Project Structure | 3-4 |
| 3.1.1 | Ownership and Participants..... | 3-4 |
| 3.1.2 | Information Disclosure..... | 3-4 |
| 3.2 | Project Design and Performance Requirements..... | 3-5 |
| 3.3 | Marketability of Products..... | 3-6 |
| 3.4 | Environmental Permitting Requirements..... | 3-7 |
| 3.5 | Economics | 3-8 |
| 3.6 | Financing | 3-8 |
| 3.7 | Financial Security | 3-9 |
| 3.8 | Schedule..... | 3-10 |

Table of Contents (continued)

| | | |
|-----|--|-----|
| 4.0 | County Support Activities | 4-1 |
| 5.0 | Evaluation Process and Evaluation Criteria..... | 5-1 |
| 5.1 | Evaluation Process and Participants | 5-1 |
| 5.2 | Evaluation Criteria | 5-1 |
| 5.3 | Acceptance for County Development Support | 5-4 |
| 6.0 | Content of Offers and Submission Requirements..... | 6-1 |
| 6.1 | Confidentiality Notice | 6-1 |
| 6.2 | Offer Organization and Content..... | 6-1 |

Tables

| | |
|-----------------------------------|-----|
| Table 1: Project Standards..... | 3-2 |
| Table 2: Evaluation Criteria..... | 5-5 |

APPENDICES

Appendix A: Forms

1.0 INTRODUCTION

1.1 Background

For nearly a decade, the County has been a consistent supporter of conversion technologies for their ability to manage post-recycled residual waste materials in an environmentally preferable manner and their potential to assist jurisdictions in meeting the State's waste diversion mandate. This support has included sponsoring legislation and working with State and local governments and other key stakeholders to advance research and development of conversion technologies.

As part of its continuing effort to evaluate and promote the development of conversion technologies, the County of Los Angeles Department of Public Works is working collaboratively with the Los Angeles County Integrated Waste Management Task Force and its Alternative Technology Advisory Subcommittee (Subcommittee) to facilitate and participate in development of a fully operational conversion technology demonstration facility. The goal is to demonstrate technical, environmental and economic benefits of conversion technologies through design, construction and operation of a facility in Southern California, in order to forge permitting and legislative pathways for conversion technologies and promote development of future projects.

In 2004, the County initiated an evaluation of conversion technologies and technology suppliers, along with efforts to identify material recovery facilities (MRFs) and transfer stations (TSs) in Southern California that could potentially host a conversion technology demonstration facility (Phase I). The Department of Public Works and the Subcommittee purposefully pursued the integration of a conversion technology facility at a MRF/TS site in order to further divert post-recycled residual waste from landfilling and to take advantage of a number of beneficial synergies from co-location. In addition, a regional area beyond Los Angeles County was considered for potential host locations, since the development of a conversion technology demonstration facility would have many regional benefits. The result of Phase I included the identification of a preliminary short list of technology suppliers and MRF/TS sites, along with the development of a long-term strategy for implementation of a conversion technology demonstration facility at one or more of these sites.

In 2006, the County initiated Phase II to further advance its efforts to facilitate the development of a conversion technology demonstration project. Key activities conducted in Phase II included a comprehensive evaluation of short-listed technologies, and an in-depth evaluation of candidate MRF/TS sites to determine suitability for integration, installation and operation of the short-listed technologies. The County also initiated efforts to develop and implement a public outreach program in 2007.

In October 2007, the County released the Phase II Conversion Technology Evaluation Report. The findings of the report included the determination that four of the technology suppliers evaluated have demonstrated the technical capabilities of their conversion technologies with municipal solid waste (including consideration of reliability, processing capability, energy efficiency, diversion potential, etc.) and are "ready" for application as part

of a conversion technology demonstration project in Southern California. These acceptable technology suppliers are listed alphabetically below:

- Arrow Ecology and Engineering (anaerobic digestion)
- International Environmental Solutions (pyrolysis)
- Interstate Waste Technologies (pyrolysis / high temperature gasification)
- NTech Environmental (low temperature gasification)

The Phase II Report also concluded that four of the sites evaluated are suitable for co-location with a conversion technology project. These acceptable sites are listed alphabetically below:

- Del Norte Regional Recycling and Transfer Station (Ventura County - Oxnard)
- Perris MRF/Transfer Station (Riverside County - Perris)
- Rainbow Disposal Company, Inc. MRF (Orange County - Huntington Beach)
- Robert A. Nelson Transfer Station and MRF (Riverside County - Unincorporated)

1.2 Intent of Request for Offers

The next step of Phase II consists of a competition to solicit formal, site-specific offers (Offers) from the acceptable technology suppliers in partnership with the acceptable MRF/TS sites. The competition is being initiated with this Request for Offers (RFO), which is open only to the technology suppliers and sites recommended in the Phase II Report and identified above. Through this RFO, the County is seeking to encourage the development of one or more site-specific demonstration facilities, as a key element in its goal of advancing the development of conversion technologies and increasing the diversion of waste from landfill disposal.

The County encourages the development of partnerships between the recommended technology suppliers and the recommended MRF/TS owner/operators for mutual development of project offers. Specifically, the County is working to foster an integration of the conversion technology with the MRF, to achieve the benefits of co-location and substantiate the technical, economic and environmental viability of the technology. This integrated project should showcase innovative design and operation, taking into consideration what can be achieved as a first step as well as a forward-looking prospectus of what eventual design and operation may become.

The RFO requires that the participating technology suppliers and sites, in partnership, prepare a response that provides clear project definition and commitments on the part of the team making the offer, including a tipping fee and project guarantees. It also requires that the proposed project substantially meet the standards defined within this RFO. In return, the Department of Public Works in conjunction with the Subcommittee contemplates selecting one or more projects to be endorsed by the County and offered County support, subject to negotiation with the Department and approval by the Board of Supervisors. Potential options for County support are described in Section 4 of this RFO. In response to the RFO, Project Developers (as defined in Section 2.1) may request one or more of these options or propose other support options for consideration by the County.

1.3 RFO Schedule

The schedule anticipated for this process is as follows:

| Implementation Step | Duration | Date |
|---|---|-------------------|
| Issue RFO | | January 17, 2008 |
| Mandatory Pre-Offer Meeting | | February 13, 2008 |
| Last Date for Questions, Requests for Clarification | (approx. 1 month prior to submittal date) | April 15, 2008 |
| Submit Offers | (4 months) | May 15, 2008 |
| Review, Evaluate Offers | (approx. 3 months) | July 31, 2008 |
| Negotiate Support Activities, Other Agreements | (approx. 3 months) | October 31, 2008 |
| Provide Recommendation to County Board of Supervisors and, Subject to the Board's Approval, Begin Project Development | (within 1 month of completing negotiations) | November 30, 2008 |

1.4 RFO Process

Through the issuance of this RFO, the County is inviting Project Developers to submit formal Offers consistent with the intent of and information requirements set forth in this RFO. All of the Offers received will be evaluated according to the process and criteria described in this RFO. The County expects that the outcome of this process will be the selection of one or more Project Developers for negotiations and, subsequently, the implementation of one or more demonstration facilities that will benefit by the application of County endorsement and certain County support activities and incentives, subject to approval by the Los Angeles County Board of Supervisors.

1.4.1 Distribution of RFO

This RFO is being issued to the short list of technology suppliers and MRF/TS owner/operators recommended in the October 2007 Phase II Conversion Technology Evaluation Report for consideration of County support for a conversion technology demonstration facility.

1.4.2 Pre-Offer Meeting

A mandatory, pre-offer meeting will be held at the County of Los Angeles Department of Public Works offices, 900 South Fremont Avenue, Alhambra, California, starting at 10:00 AM Pacific Standard Time on Wednesday, February 13, 2008. To facilitate participation, the County will make a call-in number available for those who are unable to attend. Participation by telephone is acceptable to establish attendance.

1.4.3 Offer Submission

Offers are to be received by the County by 4:00 PM Pacific Standard Time on May 15, 2008. Offers are to be submitted in hard copy and electronic format. Electronic copies will be distributed to the County participants and its agents, and the Subcommittee. Four (4) printed copies and four (4) CD's should be submitted as follows:

Two (2) copies to:
County of Los Angeles Department of Public Works
Attention: Coby J. Skye, P.E.
Environmental Programs Division
900 South Fremont Avenue
Annex 3rd Floor
Alhambra, CA 91803-1331

Two (2) copies to:
Alternative Resources, Inc.
Attention: Susan Higgins
1732 Main Street
Concord, MA 01742

1.4.4 Contact Person

The Contact Person for this RFO is Mr. Coby Skye, County of Los Angeles Department of Public Works:

Telephone number: 626-458-5163
Email address: cskye@dpw.lacounty.gov

Subject to the requirements of Section 1.4.5, respondents are allowed to contact Mr. Skye throughout the RFO process, and similarly, the County reserves the right to conduct discussions with any one or more of the respondents at any time.

1.4.5 Additional Information/Questions

Requests for additional information or clarifications to the RFO should be requested from Mr. Skye in writing, and are to be made no later than April 15, 2008. The County will provide a summary of all such requests along with a written response, to all who have attended the pre-offer meeting. Only written responses from the County shall be considered official responses concerning the meaning or interpretation of information in the RFO.

Requests for additional information or clarifications shall be addressed to:

County of Los Angeles Department of Public Works
Attention: Coby J. Skye, P.E.
Environmental Programs Division
900 South Fremont Avenue
Annex 3rd Floor
Alhambra, CA 91803-1331
Tel: (626) 458-5163
Fax: (626) 458-3593
Email: CSkye@dpw.lacounty.gov

Copies of such requests should also be sent to:

Alternative Resources, Inc.
Attention: Susan Higgins
1732 Main Street
Concord, MA 01742
Tel: (978) 371-2054
Fax: (978) 371-7269
Email: SHiggins@alt-res.com

1.4.6 Oral Presentation/Interview

The County may request that any or all Project Developers make oral presentations in support of their Offers, if such presentations are necessary or beneficial to demonstrate the information contained therein.

1.4.7 RFO Postponement/Cancellation

The County may, at its sole and absolute discretion, reject any and all, or parts of any and all, Offers; postpone or cancel at any time, this RFO process, or waive any minor irregularities in this RFO or in the responses received as a result of this RFO.

1.4.8 Withdrawal from Procurement Process

A Project Developer may withdraw an Offer prior to the Offer due date provided that a written request to withdraw the Offer is hand-delivered to the County, by or on behalf of an authorized representative of the Project Developer, or the request is delivered by certified mail.

1.4.9 Record of Offers

Once submitted, Offers will not be returned.

1.4.10 Period of Acceptance and Bid Bonds

All Offers are to remain valid for a period of one year after the Offer due date, during which time the Department of Public Works and the Subcommittee expects to complete its review and evaluation, including negotiations, and make a recommendation to the County Board of Supervisors. Offers may not be modified or withdrawn by the Project Developer during this period of time unless prior written permission is granted by the County.

A Bid Bond in the amount of \$100,000 (or a cashier's check or certified check in that amount payable to the County) shall accompany the Offer. Unapproved withdrawal of an Offer or from subsequent negotiations will result in forfeiture of the Bid Bond or alternative security.

1.4.11 County Rights and Options

The County reserves, holds and may exercise, at its sole discretion, the following rights and conditions with regard to this RFO. By responding to this RFO, respondents acknowledge and consent to the following conditions relative to the procurement process and the selection of a conversion technology demonstration facility(ies) to receive County endorsement and support, subject to approval of the Board of Supervisors:

- This RFO does not obligate the County to procure or contract for any services.
- This RFO does not commit the County to enter into a contract(s), nor does it obligate the County to provide any Project Developer with any of the potential County support activities identified in this RFO.
- The County reserves the right to change the schedule for any events associated with this RFO upon notice to the RFO recipients.
- All costs incurred by a respondent in connection with responding to this RFO, the evaluation and selection process undertaken in connection with this RFO, and any negotiations entered into in connection with developing a contract, will be borne by the Respondent.
- The County reserves the right to reject, for any reason, any and all offers and components thereof.
- The County may conduct clarification discussions or negotiations, at any time, with one or more respondents.
- The County reserves the right to discontinue negotiations with any respondent.

- The County reserves the right to receive questions concerning this RFO from respondents and to provide such questions, and the County's responses, if any, to all respondents.
- The County reserves the right to supplement, amend, or otherwise modify this RFO, or otherwise request additional information.
- All activities related to the project shall be subject to applicable law, including but not limited to all applicable permitting requirements.
- Neither the County, its staff, their representatives, the Subcommittee, or any of their consultants or agents will be liable for any claims or damages resulting from the solicitation, collection, review or evaluation of responses to this RFO.
- The County reserves the right to conduct due diligence upon all aspects of the respondents and their offers and to request additional evidence to support the information included in any such offer.
- The County reserves the right to contact references and parties knowledgeable of the respondent and its performance.
- The County reserves all rights with respect to the evaluation, clarification, selection, and negotiation process set forth in this RFO.

1.5 Content of RFO

As described above, this RFO is being issued to a pre-determined list of technology suppliers and site owner/operators recommended in the Phase II Report, all of which have been actively involved in the County's process leading up to this RFO. Therefore, this RFO is streamlined in its content. Similarly, this RFO is streamlined in the extent of information requested in the response, in recognition of the level of information that has already been submitted and the review and evaluation that has already been completed.

Included in this RFO are the following:

- a description of project roles and responsibilities (Section 2.0);
- a description of project standards (Section 3.0);
- a listing of potential county support activities (Section 4.0);
- a description of the evaluation process (Section 5.0), and
- a summary of RFO submittal requirements (Section 6.0).

2.0 ROLES AND RESPONSIBILITIES OF PARTICIPANTS

The project is to include one of the recommended conversion technologies co-located at one of the recommended MRF/TS sites. More than one project may be selected by the County. The key participants in the project(s) will be the Project Developer and the County.

2.1 Project Developer

The Project Developer is expected to be the technology supplier, the MRF/TS owner/operator, or a legally binding partnership of these entities. Other key team members or project roles are expected to include: an environmental permitting consultant; an engineering, procurement and construction (EPC) contractor; a facility operator; a guarantor, and an investment banker. The role of the Project Developer will be to lead the development team, select the team members, and be the single point of responsibility for delivery of services. The Project Developer will be responsible for all actions necessary to design, permit, finance, own, construct, start-up, acceptance test, and operate and maintain the facility, all in accordance with the requirements of this RFO and any Agreement(s) to be negotiated with the County; Federal, State and local laws, regulations, codes, standards and policies; good engineering practice; good and accepted construction practice, and industry practice in Southern California. The Project Developer will be responsible for marketing all energy, fuels, and other materials recovered for beneficial reuse, and will be responsible for disposal of any residual waste from the process. The Project Developer will be expected to disclose non-proprietary project information to the County for public release, including technical, environmental and economic information, to promote the development of future projects.

2.2 County

The County will act as a facilitator by endorsing the project and assisting in project development. Additionally, as discussed in the October 2007 Phase II Conversion Technology Evaluation Report and in this RFO, several potential County support activities and incentives have been identified and could be negotiated with the successful Project Developer(s).

The County's role will also include public dissemination of non-proprietary information provided by the Project Developer to promote the development of future conversion technology projects.

2.3 Form of Agreement(s) with County

It is anticipated that any projects developed as a result of this RFO process will be financed, owned, developed and operated by the Project Developer. The form of any potential agreement(s) between the County and the successful Project Developer(s) will reflect the basic structure of this RFO, including the general roles and responsibilities of the participants, the project standards, and the negotiated support activities. Any agreement(s) with the County, as approved by the Board of Supervisors, will also encompass the specifics of the Offer as made by the Project Developer and negotiated with the County in response to the RFO.

3.0 PROJECT STANDARDS

The County has established project standards that are conducive to development of a successful conversion technology demonstration project. The project standards are listed in Table 1, and encompass the following categories:

- Project Structure
- Project Design and Performance Requirements
- Marketability of Products
- Environmental Permitting Requirements
- Economics
- Financing
- Financial Security
- Schedule

Any Offer considered by the County under this RFO for County support must substantially comply with the project standards. Following Table 1, the project standards are addressed in more detail by category, including specification of the information, descriptions, commitments and certifications that are to be made with the Offer.

Table 1. Project Standards

Project Structure

1. The project is to have a complete and clearly defined structure for the participating parties with qualified participants committed to participating in the project and assuring its success.
2. The project is to be structured to provide for disclosure of non-proprietary project information to the County for public release, including technical, environmental and economic information, to promote the development of future projects. The project shall provide the County full access to the facility for pre-arranged public tours, for third-party monitoring and records inspection of non-proprietary information, and for other aspects of technology validation.

Project Design and Performance Requirements

3. The project is to be designed to process at least 100 tons per day (tpd), but initially no more than 1,000 tpd, of MRF residuals and/or post-recycled municipal solid waste.
4. The project is to be modular in design to facilitate possible expansion in future years to the extent site space allows. The project offer may include staged development, sequenced by modular units.
5. The project is to include integration with the host MRF/TS, to take advantage of the beneficial synergies of co-location.
6. The project is to provide for redundancy of key system components to assure at least 85% annual availability when fully operational on a commercial level.
7. The project should be capable of diverting at least 75% (by weight) of the MRF residuals and/or post-recycled municipal solid waste used as feedstock from landfill disposal.
8. The project is to have the capability to access, characterize, and, as necessary, clean or otherwise modify the intermediate gas that is produced, and to generate electricity or produce a fuel product (e.g., biogas, synthesis gas, oil) from the intermediate gas. The project must identify a defined use for the electricity and/or fuel product.
9. The Project Developer is to offer a commitment to develop a "flagship facility", by maximizing the use of sustainable construction and operation practices such as onsite recycling/reuse, energy conservation, LEED certification, and other similar practices. The project will also be designed to facilitate public tours and public education programs.

Marketability of Products

10. The project is to produce marketable products as demonstrated by a viable product marketing plan.

Environmental Permitting Requirements

11. The project is to be capable of being permitted as demonstrated by a viable permitting plan.

Economics

12. The project must be capable of sustained operation at a tip fee competitive with local market conditions, if not initially, over the term of operation.

Financing

13. The project must be capable of being financed by the Project Developer.

Financial Security

14. The Project Developer must be able to demonstrate financial security using customary financial security measures and be willing to provide a corporate guarantee and a performance bond (construction and operation), or equivalent financial security.

Schedule

15. The project is to be operational within 36 months of the receipt of all required permits and approvals.

3.1 Project Structure

The information, descriptions, commitments and certifications that are to be provided regarding standards for project structure are set forth below. Information that was previously submitted as part of the Phase II RFI, which remains unchanged, can be resubmitted. Updated and/or supplemental information is to be provided, as requested.

3.1.1 Ownership and Participants

- 3.1(A). Complete Form 1 (Appendix A) identifying the principal participants in the project.
- 3.1(B). Describe the legal structure for the Project Developer and the participating entities.
- 3.1(C). Describe the ownership structure/entity for the project, including all members and their equity participations (by percent).
- 3.1(D). Provide an organization chart and narrative description of the roles of each major participant and the management, control and operational relationships among all of the major participants.
- 3.1(E). Provide any updated financial or business information (e.g., material changes in financial condition, new projects contracted for, strategic alliances or partnerships established, recent adverse events, etc.) considered pertinent, that may have occurred since the submission provided during the Phase II RFI process.
- 3.1(F). If the project team includes major participants that were not included or identified in the submission provided during the Phase II RFI process, fully complete Form 2 (Appendix A) for such participants. Otherwise, update Form 2 for previously-identified participants by providing information for 2006 and, if available, 2007.
- 3.1(G). Provide letters of commitment or other indicators of commitment to the project from the key participants identified above documenting their agreement to participate in the financing, development and/or operation of the project according to the roles and relationships described above. Such letters of commitment may include conditions precedent to commitment and participation.

3.1.2 Information Disclosure

- 3.1(H). Provide a certification in the Offer Transmittal Letter (Form 3, Appendix A) that the participant agrees that the County may publicly disclose or release non-proprietary project information (including technical, environmental, economic and business information) in order to promote and generate support for the development of the project or to promote the development of future projects. Provide a certification that County access to the facility will be

assured for pre-arranged public tours, third-party monitoring and records inspection for non-proprietary information, and other aspects of technology validation.

3.2 Project Design and Performance Requirements

The information that is to be provided regarding standards for project design and performance requirements is set forth below. As part of each RFO response, the County is interested in the potential integration of the conversion technology with the MRF, including information showing the potential benefits from co-location. Please provide such information, as applicable, in conjunction with the information requested below.

3.2(A). Describe, in narrative form, the design and construction approach for the proposed project. The approach should describe the proposed technical concept for the project, including a description of how the facility will work from receipt of waste to processing of waste through the facility and production of products. The narrative description of the design and construction approach, together with more specific information requested below, should be sufficient to demonstrate that the project will substantially comply with the project standards.

3.2(B). Describe, in narrative form, the overall approach to performing operation and maintenance activities for the proposed project. The approach should include the following elements, along with other information necessary or beneficial to provide an understanding of proposed operations:

- approach to performing operations;
- preventative, corrective and predictive maintenance programs;
- monitoring of process operations and environmental data;
- reporting and recordkeeping activities;
- estimates for annual usage of electricity, fuel, water, chemicals and other consumables;
- proposed approach for residuals management, including handling, testing, transportation and disposal; and,
- proposed staffing plan identifying job title, function and number of personnel.

3.2(C). A description of the project is to be provided, including the following (as applicable):

- the facility design capacity (tons per year and tons per day);
- the number and capacity of units or modules;
- an equipment list of key project components;

- the guaranteed and (if different) planned annual availability of the facility;
 - if applicable, the plan for staged (i.e., sequenced) development;
 - if applicable, the approach by which the facility could be expanded in the future;
 - the quantity (% by weight of material received at the facility) that will be diverted from landfill disposal;
 - the method by which process residue will be managed, including expected quantity and disposal location; and,
 - a description of how the project is beneficially integrated with the host MRF/TS.
- 3.2(D). Provide a facility site layout, elevation drawings, artist's rendering, equipment general arrangement, and schematic process flow diagram(s) of the proposed facility to facilitate understanding of site suitability, equipment use, and system integration. Describe the benefits of site layout to mitigate impacts on neighbors, such as use of buffer areas and placement of buildings to reduce exposure to operations. Describe traffic flow on site, with provisions for adequate truck queuing on site.
- 3.2(E). Provide an updated mass and energy balance (or balances), as applicable to reflect changes, that supports the project concept, with sufficient detail to facilitate understanding of subsystem integration, resources consumption, products and residuals generation, landfill diversion capability, and on-site integration efficiencies.
- 3.2(F). Provide an updated water balance, as applicable, including evaporative losses and internal recycle streams.
- 3.2(G). The waste characterization used as the design basis for the project is to be disclosed in sufficient detail to facilitate understanding of the mass and energy balance(s), the greenhouse gas compliance demonstration requested under Section 3.3, and the definition of project discharges requested under Section 3.4.
- 3.2(H). Describe the commitment that will be made to develop a "flagship facility" (e.g. recycling/reuse, energy conservation, LEED certification, etc.) and to facilitate public tours and public education programs.

3.3 Marketability of Products

Provide confirming, updated or supplemental information, as applicable, to demonstrate that the project will produce marketable products:

- 3.3(A). *Fuels and/or Energy*. Identify the type and quantity of fuels and/or energy to be produced and sold (e.g., electricity, steam, diesel), and the expected sale prices. If available, provide a copy of the energy purchase agreement(s) that will be executed or the term sheets indicating principal delivery and purchase terms and conditions, and price(s). To the extent that electricity production must meet California greenhouse gas emission standards (see CA Public Utilities Code, commencing with Section 8340), provide a quantitative demonstration that the facility will be able to meet those standards.
- 3.3(B). *Materials*. Identify the type and quantity of other materials to be produced and sold, including recovered recyclables as applicable, and the expected sale prices. Provide a brief plan regarding the marketing of non-energy products, including prospective customers, principal product delivery and purchase terms and conditions, and price(s). The plan should discuss marketing strategies and activities, as well as the factors that will influence the marketability and sales of materials over time. If practicable, include copies of product purchase agreements or letters of intent. Include a discussion of contingency measures that would be taken in the event that products could not be sold in the quantities or for the prices expected, including any potential cost impacts.

3.4 Environmental Permitting Requirements

Provide confirming, updated or supplemental information, as applicable, to demonstrate that standards established regarding environmental permitting will be met:

- 3.4(A). To demonstrate permitability, quantitatively define all significant project discharges of regulatory interest (including, but not limited to, criteria and toxic air pollutants, wastewater quantity and characteristics, and residue quantity and characteristics) and provide a preliminary permitting plan. The preliminary permitting plan is to itemize all potentially applicable regulatory programs (at a minimum as defined in the October 2007 Phase II Conversion Technology Evaluation Report, including new source performance standards for municipal waste combustors), and the means by which the project will comply with the requirements of those programs or avoid applicability. If engineering or operational controls are required to alter discharges of regulatory interest, such as air pollution controls to meet regulatory applicability thresholds, describe such controls along with their associated control efficiencies.
- 3.4(B). Describe design and operational means for dust control, odor control, noise mitigation, traffic mitigation, stormwater management, minimization of water consumption, and reduction or elimination of process wastewater discharge.
- 3.4(C). Provide a description of the method by which the intermediate gas could be captured and pre-cleaned (if proven necessary to meet permit requirements for the proposed final usage).

3.5 Economics

Provide the following information to demonstrate the project is capable of sustained operation at a market-competitive tip fee, if not initially, over the term of operation.

- 3.5(A). A firm, first year tipping fee(s) that will be charged by the project, including the key assumptions, bases and conditions related to or affecting those fees (including a capital cost breakdown for permitting, finance, project management, design, construction and operation).
- 3.5(B). The bases (e.g., inflationary escalation/index, change-in-law, uncontrollable circumstances) under which the first year tipping fee(s) will be subject to adjustment following the commencement of operations.
- 3.5(C). A discussion of any tipping fee stabilization, ramp-up or analogous concepts proposed to or requested of the County.
- 3.5(D). A discussion of any contingencies or conditions, whether prior to project implementation, during implementation or during operations, that may affect the tipping fee(s) offered to the extent that an adjustment in the tipping fee(s) would be requested.
- 3.5(E). A non-binding 20-year proforma analysis that reflects the basic financial and economic assumptions made under the Offer, along with a brief discussion of such assumptions and bases. The proforma should assume a 3.00% annual rate of inflation.

3.6 Financing

Provide the following information to demonstrate the project is capable of being privately financed.

- 3.6(A). Provide a financing plan that addresses the following elements:
 - The identification of equity/owner participants and their percentage shares of the financing.
 - The identification of other participants, if any, such as MRFs, equipment suppliers, etc., which may provide financing but not participate in project ownership.
 - The project's approach to debt financing, including:
 - source of debt (e.g., via direct commercial lending, via bond issue, etc.);
 - use of tax-exempt private activity bonds (if any such use is contemplated);

- basic credit and security requirements, terms and conditions, whether set by specific identified lender(s) or determined in response to debt or bond market conditions;
 - indications of commitments to provide debt financing (with conditions, if necessary).
- Plans or intentions, if any, for accessing state and/or federal financing assistance such as grants or loan guarantees, with the identification of specific assistance program(s) to be accessed and associated program requirements.
 - A discussion of the specific support activities that are desired or required in order to implement the project, including the relative importance of each to the financial success of the project, considering the options identified in Section 4 or otherwise proposed by the Project Developer.

3.7 Financial Security

Provide the following information to demonstrate financial security:

- 3.7(A). Provide a description of the security package for the project (i.e., bonds, insurance, letters of credit, corporate guarantees, etc.), including a discussion of which parties will provide which elements of the overall security package and, if applicable, the manner in which individual elements will relate to one another or in other ways will assure the County that adequate security measures will be put and will remain in place. Specifically:
1. identify providers of any corporate guarantees from the principal participants named above;
 2. identify guarantees and/or warranties from other participants if not covered in item 1;
 3. discuss measures that will be put in place to protect the County and/or municipal participants from the consequences of project upsets/failures.
- 3.7(B). Provide letters of commitment or other indicators of commitment from prospective providers of bonds, insurance, letters of credit, corporate and other guarantees and warranties, indicating:
1. the type of coverage to be provided;
 2. any material conditions placed upon the provision of such security instruments;
 3. summary financial information on prospective providers (see Form 2, Appendix A);

3.8 Schedule

- 3.8(A). Provide a project development schedule, showing key dates for activities such as permitting, financing, design, construction, and startup. Include a discussion of the areas of uncertainty in the project schedule and the potential impact on the project startup date.

4.0 COUNTY SUPPORT ACTIVITIES

This Section identifies potential options for County support. In preparing the financing plan required under Section 3.6, Project Developers are encouraged to review and consider this list of potential support activities. All support activities will be negotiated with the Department, and must be subsequently approved by the Board of Supervisors of the County of Los Angeles.

Facilitate Permitting

- Assist the project in permitting efforts by making staff available to help in identifying permits needed, obtaining information needed for permit applications, helping the project get priority at agencies in scheduling for permit review and receiving reasonable consideration concerning applicability/interpretation of regulatory requirements.
- Assist with environmental assessments and data development as are determined necessary pursuant to the California Environmental Quality Act (CEQA).
- Fund all or some of services necessary for permitting efforts.

Facilitate Design/Construction

- During facility design, assist the project by helping to obtain design related information available at the County and support the payment of architect/engineer services to encourage energy efficient building design.
- During facility construction, assist the project in obtaining information on local suppliers of materials and services. Extend the County's sales tax exemptions to the facility developers for purchase of materials and services.

Foster Project Support with Municipal Leaders and General Public – Public Outreach

- Sponsor meetings and forums to encourage information exchange between technology suppliers, site owners/operators, municipal officials in which sites are located, State and Federal agencies, environmental and other advocacy groups and the general public to gain support for the project.
- Provide and reinforce public education efforts regarding the project, including publicizing the project, maintaining web and e-communications regarding the project, and seeking additional media coverage as appropriate.
- Provide County "endorsement" of the project(s) to add credibility for purposes of public acceptance, permitting, financing, and publicity.

Promote Beneficial Use of Products, Product Sales

- Assist site owner/operators and technology suppliers in identifying markets for products and in negotiating power or fuel sales agreements.
- Promote the use of more difficult-to-market products, such as compost and aggregate, by educating County and State departments that may use such products and integrating incentives or requirements for purchasing and use of such products into procurement practices for County and State projects. Support payment for testing services to develop engineering specifications for products and establish quality of products.

Support Operations and Commercialization of Technology

- Once the facility is operational, participate in and provide funding for facility testing and data exchange for engineering performance and environmental data.
- Extend the County's sales tax exemptions to the facility operator for purchase of goods and services.
- Continue County promotional support during facility operation to promote facility attributes and enhance public awareness. Serve as a "reference", if requested by the facility developer, to expand the demonstration facility or to enhance the developer's efforts to develop other facilities in or outside of the area.

Legislative Efforts

- Continue State legislative efforts to foster change in the solid waste management hierarchy in order to place all conversion technologies within the context of beneficial uses rather than disposal.
- Continue State legislative efforts to ensure all conversion technologies that generate electricity are eligible to receive renewable energy credit.

Funding Opportunities

- Continue identification of potential funding sources (e.g., funding, grants, low interest loans, etc.) on a County, State and Federal basis to assist in payment of project development costs, construction costs and operating costs. Seek County funding. Apply for and secure available State and Federal grants and low interest loans. Assist the facility developer in applying for and obtaining grants and low interest loans available from the State or Federal Government.

Financing Support

- If private activity tax-exempt bond financing is sought, lend County support to qualify for "volume cap" for such financing.

Economic Incentive

- Provide economic incentives in the form of a "bridge" that closes the gap, if any, between needed conversion technology tipping fees and market waste disposal fees, until such time as market waste disposal fees are sufficient to support a conversion technology project.

Waste Supply

- Provide for or facilitate a public waste supply agreement, or provide a "back stop" to guarantee private waste supply agreements for the term of financing.

5.0 EVALUATION PROCESS AND EVALUATION CRITERIA

5.1 Evaluation Process and Participants

The purpose of the evaluation process is to determine which projects should be selected to receive active County endorsement, support and participation. The Offers received will be evaluated by the Los Angeles County Department of Public Works and the Subcommittee, with the assistance of its technical advisors. Offers will be evaluated to determine which meet the evaluation criteria listed below, and to determine which are deemed "advantageous" or "highly advantageous" as further defined in Table 2 (provided at the end of Section 5.0). Interviews may be held with those making Offers to help clarify offers and allow for direct questioning. Following the evaluation, the Department of Public Works and the Subcommittee will select one or more projects to be endorsed by the County and offered County support, subject to negotiation with the Department and approval by the Board of Supervisors.

5.2 Evaluation Criteria

Evaluation criteria are provided below:

Criterion 1: Project Structure

Completeness and clarity of the description of the project's ownership structure and of all principal participants.

Completeness and clarity of the description of the roles of each principal participant; the management, control and operational relationships among all of the major participants; and the effectiveness of such roles and relationships.

The relative strength of the project development team, in terms of project experience and financial and management capabilities, when compared to other teams.

Criterion 2: Project Commitments

Level and strength of commitment of the major participants to their identified roles and relationships in the financing, development and/or operation of the project, and their willingness to bear project risks along with the Project Developer.

The favorableness of the offered risk profile in terms of risks to the County and its citizens.

Criterion 3: Information Disclosure

Conformance with the County's request for disclosure or release of non-propriety project information.

Criterion 4: Project Design and Performance Requirements

Compliance with the County's design and performance requirements.

Completeness and clarity of design, construction and startup plan; operations and maintenance plan; waste characterization; mass and energy balance, and other technical information (internally consistent and sufficiently detailed to present a coherent representation of the project technical and environmental characteristics).

Criterion 5: Product Marketability and Sales

Viability of product marketing plan and, as applicable, associated purchase commitments, considering principal terms and conditions, including price(s), for both the energy product(s) and materials products that will be recovered, recycled and/or generated by the project.

Compliance with California greenhouse gas emission requirements, as it relates to the ability to sell electricity (see CA Public Utilities Code, commencing with Section 8340).

Viability of contingency measures that will be taken in the event that products cannot be sold as expected, assuring the minimum potential cost or performance impacts to the County and/or participating municipalities.

Criterion 6: Environmental Impacts and Environmental Permitting

Completeness and viability of permitting plan demonstrating that the project is capable of being permitted.

Completeness and viability of design and operational means for dust control, odor control, noise mitigation, traffic mitigation, stormwater management, minimization of consumptive water use, and reduction/elimination of process wastewater discharge.

Demonstration that the intermediate gas produced by the technology can be captured and pre-cleaned, if necessary. If permitting requires capture and pre-cleaning, further demonstration of the integration of such into the project design.

The potential environmental impact of the project, including net environmental benefit, or specifically: the potential to reduce greenhouse gas emissions, criteria and toxic air pollutant emissions, and the use of fossil fuels. All calculations must show all assumptions used.

Criterion 7: Economics

Competitiveness of the first year tipping fee(s) and life cycle economics. Viability of cost and revenue assumptions. Reasonableness of price escalation and mechanism for price adjustment over time.

Criterion 8: Financing

Completeness and viability of the financing plan considering:

- The identification of equity/owner participants and their percentage shares of ownership and the project financing.
- The identification of other participants, if any, such as MRFs, equipment suppliers, etc., which may provide financing but not participate in project ownership.
- The project’s approach to debt financing, including:
 - source of debt;
 - use of tax-exempt private activity bonds (if any such use is contemplated);
 - basic credit and security requirements, terms and conditions;
 - indications of commitments to provide debt financing.
- Specific strategies, if any, for accessing specific state and/or federal financing assistance.
- The magnitude and difficulty of the specific County support activities requested in order to implement the project, with an indication of which activities are necessary in order to achieve the economics projected and which, while desirable, are not necessary to achieve the projected economics.

Criterion 9: Financial Security

Comparative strength and enforceability of the financial security structure for the project, considering indications of commitments by the identified and involved parties, that will provide:

- adequate assurance to the County as to the implementability and long-term operability of the project, as offered, addressing risks listed below:
 - permitting for construction and operation;
 - project construction cost and schedule, including start-up;
 - long-term operations cost and performance, including capital repairs and replacements over time;
 - product marketing and sales (both energy and materials);
 - contingencies to protect the County’s interests in the event of project upsets or temporary or permanent failure.

- assurance to the County that any limits imposed in terms of dollar values or terms and conditions of security instruments and measures are reasonable given the construction requirements, operational characteristics and economics of the project.

Criterion 10: Schedule

Reasonableness of project schedule for key milestones and ability to achieve operation no later than 36 months following the receipt of all required permits and approvals.

5.3 Acceptance for County Development Support

The Department of Public Works and the Subcommittee will recommend to the County Board of Supervisors, County endorsement and support of the project that, in the opinion of the Department and the Subcommittee, best meets the evaluation criteria and has the greatest potential for timely, successful development and performance. The Department and Subcommittee may recommend, and the County may select, more than one Offer.

Table 2. Evaluation Criteria

| Criteria | Acceptable | Advantageous | Highly Advantageous |
|--|---|---|---|
| Project Structure – Project ownership structure | Ownership structure is clearly defined and is appropriate and viable for a privately owned and operated MSW facility | Not Applicable | Not Applicable |
| – Roles and relationships of principal participants | Roles and relationships are clearly defined and understandable, and appropriately reflect the purviews, capabilities and experience of principal participants | Not Applicable | Not Applicable |
| – Strength of project development team | Resources and capabilities of key team members are appropriate and adequate for the project offered, and each key team member has worked on at least one comparable project | Same as Acceptable, plus key team members have worked as a team on the development of at least one comparable project in North America | Same as Acceptable, plus key team members have worked as a team on the development of at least one comparable project in California |
| Project Commitments – Level and strength of commitment of key participants and willingness to bear risks | All key participants indicate commitment to project development and to bear risks contingent on the availability of direct County financial support that they identify | All key participants indicate commitment to project development and willingness to bear risks, with less need for direct County financial support than other Offers | All key participants indicate commitment to project development and willingness to bear risks, without the need for direct County financial support |
| – Favorableness of risk profile | Risk profile reflects customary US MSW industry practices for public/private partnerships (e.g., public sector risk on waste characteristics and supply, uncontrollable circumstances, regulatory requirements) | Risk profile limits County risk to uncontrollable circumstances | Risk profile precludes any economic or financial risk to the County |

| Criteria | Acceptable | Advantageous | Highly Advantageous |
|---|---|--|--|
| Information Disclosure – Willingness to disclose project information | Project developer and all major participants agree to disclose pertinent non-proprietary/confidential technical and financial information and provide the County access to the facility for pre-arranged public tours, third-party monitoring, and non-proprietary records inspection | Not Applicable | Not Applicable |
| Project Design and Performance Requirements – Compliance with project standards | Offer substantially complies with project standards | Offer exceeds project standards | Not Applicable |
| – Completeness and clarity of information | Information, as provided, is internally consistent and sufficiently detailed to present a reasonable and coherent representation of technical aspects of the project | Presentation of information in multiple formats; details presented visually or otherwise in a manner easily accessible to layperson | Not Applicable |
| – Annual availability | The project provides redundancy of key system components to assure 85% annual availability when fully operational on a commercial level | The project provides redundancy of key system components to assure 90% or greater annual availability when fully operational on a commercial level | Not Applicable |
| – Diversion potential | The project is capable of diverting at least 75% by weight of MRF residuals and/or post-recycled MSW from landfill disposal | The project is capable of diverting at least 85% by weight of MRF residuals and/or post-recycled MSW from landfill disposal | The project is capable of diverting more than 95% by weight of MRF residuals and/or post-recycled MSW from landfill disposal |
| – Eligibility for Diversion Credits | Technology may qualify for diversion credits in the future, but not currently | Technology currently qualifies for diversion credits | Not applicable |

| Criteria | Acceptable | Advantageous | Highly Advantageous |
|--|--|---|--|
| – Commitment to develop a “flagship facility” | Commitment to develop a facility that meets minimum levels for LEED certification, and includes project development aspects that would facilitate public tours and public education programs | Commitment to develop a facility that exceeds minimum levels for LEED certification, <i>or</i> , inclusion of unique aspects to facilitate public tours and public education programs | Commitment to develop a facility that exceeds minimum levels for LEED certification, <i>and</i> , inclusion of unique aspects to facilitate public tours and public education programs |
| Product Marketability and Sales – Viability of product marketing plan | Marketing plan demonstrates understanding of energy and materials markets and outlines general sales/marketing strategies | Marketing plan includes detailed sales/marketing, resources, strategies, targets, milestones and contingencies, along with letters of intent to purchase energy and/or products | Marketing plan includes established commitments for energy and product purchase |
| – Marketability of electricity | Marketing plan includes quantitative demonstration showing that the facility can meet California greenhouse gas emission standards as required for electricity marketability | Not Applicable | Not Applicable |
| – Eligibility for Renewable Energy Credits | Technology may qualify for renewable energy credits in the future, but not currently | Technology currently qualifies for renewable energy credits | Not Applicable |
| – Viability of contingency measures | Marketing plan identifies areas of risk and volatility and presents alternative response strategies for County consideration | Contingency plans are in-place regarding loss, volatility or change in markets over time | Contingency plans are in-place regarding loss, volatility or change in markets over time, and County is completely shielded from risks regarding loss, volatility or change in markets over time |
| Environmental Impacts and Environmental Permitting – Completeness and viability of permitting plan | Permitting plan reflects understanding of state and local permitting regimes, requirements and schedules | Same as Acceptable, plus responsible team member has relevant experience in state and local permitting | Not Applicable |

| Criteria | Acceptable | Advantageous | Highly Advantageous |
|---|--|---|---|
| – Completeness and viability of design and operational control measures | Applicable design and operational control measures are sufficiently incorporated and described | Design and operational control measures result in comparatively less consumptive water use and/or comparatively less process wastewater discharge | Design and operational control measures result in zero process wastewater discharge |
| – Demonstration of capability to capture and pre-clean intermediate gas | Offer demonstrates capability to access, characterize and, as necessary, clean or otherwise modify the intermediate gas | Offer incorporates capture and cleanup of the intermediate gas | Not Applicable |
| – Minimization of greenhouse gas emissions | Generates greenhouse gas emissions that are equal to or less than a modern natural gas combined cycled power plant (estimated here to be 1,100 pounds of CO ₂ equivalents per MWh), as supported by quantitative estimate | Does not generate greenhouse gas emissions from fossil fuel inputs to the process | Does not generate greenhouse gas emissions from fossil fuel inputs to the process or from conversion of fossil-derived sources in MSW (e.g., plastics, synthetic rubber, synthetic carpeting) |
| – Minimization of criteria and toxic air pollutant emissions | Applicable regulations have been addressed and associated limits appear to be correctly and fully identified in the permit plan provided; air emissions are well defined and meet identified applicable limits | Same as Acceptable, and the offer demonstrates the project would likely pass the SCAQMD Rule 1401 Table 1A screening level thresholds for toxic air emissions | Not Applicable |
| Economics – Viability of cost/revenue assumptions | Reasonable cost/revenue assumptions are provided, but require confirmation | Project economics are based on firm cost and revenue values, with provisions for cost/revenue contingencies | Not Applicable |
| – Competitiveness of first year tipping fee | Project economics require some degree of County support (such as tipping fee “ramp-up” or “bridging”) for a period of 4 years or more | Project economics require some degree of County support (such as tipping fee “ramp-up” or “bridging”) over a period of less than 4 years | Project economics require no County support such as tipping fee “ramp-up” or “bridging” concepts in order for the Year 1 tipping fee(s) to be competitive |

| Criteria | Acceptable | Advantageous | Highly Advantageous |
|--|--|---|---|
| – Competitiveness of life-cycle costs | Project economics estimate life-cycle costs that are locally market-competitive | Project economics estimate life-cycle costs that are 10% less than locally available alternatives | Project economics estimate life-cycle costs that are 20% less than locally available alternatives |
| – Reasonableness of price adjustments over time | Price adjustments over time reflect customary industry practice (i.e., adjustments are based upon independent, objective indices such as CPI) | Not Applicable | Not Applicable |
| Financing – Completeness and viability of financing plan | Financing plan reflects prevailing industry practices and generally describes customary project financing aspects. Financing plan includes general letters of interest from prospective investors and bankers/lenders and identifies appropriate potential state/federal loan or grant sources | Letters of interest from prospective investors and bankers/lenders have principal terms and conditions enumerated, and, as applicable, the financing plan includes a reasonable strategy for pursuing potential state/federal loan or grant sources | Financing plan includes and describes firm financing commitments (equity and debt) from investors and lenders |
| Financial Security – Strength and enforceability of financial security structure | Security structure includes corporate guarantee from project developer and construction/performance bonds (or letters of credit) | In addition to meeting the Acceptable criterion, security structure includes corporate guarantee from project developer that aggregates individual guarantees from major participants | In addition to meeting the Acceptable criterion, security structure includes joint and several guarantees by all major participants |
| Schedule – Reasonableness of project schedule | Facility start-up and commercial operation within 36 months of the receipt of all required permits and approvals, based on practicable schedule milestones. | Facility start-up and commercial operation within 30 months of the receipt of all required permits and approvals, based on practicable schedule milestones. | Facility start-up and commercial operation within 24 months of the receipt of all required permits and approvals, based on practicable schedule milestones. |

6.0 CONTENT OF OFFERS AND SUBMISSION REQUIREMENTS

6.1 Confidentiality Notice

In preparing Offers for submittal, Project Developers should assume that information contained in an offer is public information. Any information which is intended to be treated as proprietary or confidential must be submitted under separate cover and must be clearly designated as "CONFIDENTIAL." The distribution of such information will be limited to the County of Los Angeles and its agents, and the Subcommittee. To the extent allowed under law, County will not release or distribute such information to other parties unless such release or distribution is acceptable to the Project Developer.

6.2 Offer Organization and Content

In preparing their Offers, Project Developers should adhere to the following:

1. Include a transmittal letter (Form 3, Appendix A) signed by a party who is fully authorized to bind and commit the Project Developer to submit the Offer, to negotiate with the County, and to develop the project as presented in the Offer (including any amendments resulting from negotiations with the County).
2. Include an Executive Summary that provides a clear and concise introduction and overview of the Offer. The Executive Summary should be written in a non-technical style and present general information sufficient to familiarize reviewers and other interested stakeholders with the highlights of the Project Developer's Offer.
3. The body of the Offer is to address each of the project standards, and provide the information requested, as set forth in Section 3. Project Developers should use the sequential organization of that Section as the outline for the Offer. Each project standard is to be addressed to the fullest extent practicable. Submissions may include references to appendices or exhibits that the Project Developer believes are either integral or supplementary to discussions provided in the body of the Offer regarding each project standard.
4. *The body of the Offer is to include a clear discussion of County support that is desired or required in order to implement the project, considering potential support options identified in Section 4 or other County support activities proposed by the Project Developer as part of the Offer.*
5. The forms referenced in Section 3, or otherwise provided for in Appendix A of this RFO, are to be completed in the form and with the information or content indicated, and included in a separate appendix to the Offer.
6. Letters of commitment and similar documentation (other than the forms provided in this RFO) should be included in a separate appendix to the Offer, not within the body of the Offer.

APPENDIX A

FORMS

- Form 1 - Identification of Principal Project Participants
- Form 2 - Financial Resources Data
- Form 3 - Offer Transmittal Letter

Form 1 - Identification of Principal Project Participants

| Position | Party(ies)⁽¹⁾ |
|--|---------------------------------|
| Lead Developer | |
| Project Manager (if not Lead Developer) | |
| Owner(s) | |
| MRF Participant | |
| Investment Banker or Funder(s) | |
| EPC | |
| Operator | |
| Environmental Permitting Consultant | |
| Other Key Participants (e.g., Broker to market products, if necessary) | |

(1) Provide company name, key contact person, and contact information

Form 2 - Financial Resources Data

(To be completed separately for Project Developer, Guarantor and Major Participating Firms¹)

Name of company completing form

Name of individual completing form

Signature

1. Bond Information

Current credit ratings on two most recent senior debt issues.

| | Issue Description | Moody's Rating | S&P's Rating |
|---------|-------------------|----------------|--------------|
| Issue 1 | | | |
| Issue 2 | | | |

2. Financial Indicators²

Fiscal Year End (Month): _____

| | | 1 2002 | 2 2003 | 3 2004 | 4 2005 | 5 2006 |
|----|---------------------|-----------|-----------|-----------|-----------|-----------|
| A. | Total Revenues | \$ | \$ | \$ | \$ | \$ |
| B. | Net Income | \$ | \$ | \$ | \$ | \$ |
| C. | Total Assets | \$ | \$ | \$ | \$ | \$ |
| D. | Current Assets | \$ | \$ | \$ | \$ | \$ |
| E. | Total Liabilities | \$ | \$ | \$ | \$ | \$ |
| F. | Current Liabilities | \$ | \$ | \$ | \$ | \$ |
| G. | Equity (C-E) | \$ | \$ | \$ | \$ | \$ |

- Major Participating Firms include those whose participation amounts for 15% or more of either or both of the construction value of the project or of the annual value of operations and maintenance. Information previously submitted is to be updated for 2006. Information for all years (2002-2006) is to be provided for Major Participating Firms not previously identified.
- If 2007 data is available by the submission data, adjust the table and the calculations that follow the table to show financial indicators for 2003 through 2007.

Using the information provided in the table, calculate:

A. Revenue Growth Percentages.

2003: $(A2-A1)/A1$ _____ %
2004: $(A3-A2)/A2$ _____ %
2005: $(A4-A3)/A3$ _____ %
2006: $(A5-A4)/A4$ _____ %

B. Profitability Percentages

RETURN ON REVENUE

2002: $B1/A1$ _____ %
2003: $B2/A2$ _____ %
2004: $B3/A3$ _____ %
2005: $B4/A4$ _____ %
2006: $B5/A5$ _____ %

RETURN ON ASSETS

2002: $B1/A1$ _____ %
2003: $B2/C2$ _____ %
2004: $B3/C3$ _____ %
2005: $B4/C4$ _____ %
2006: $B5/C5$ _____ %

C. Leverage Ratio

2002: $E1/G1$ _____
2003: $E2/G2$ _____
2004: $E3/G3$ _____
2005: $E4/G4$ _____
2006: $E5/G5$ _____

D. Net Worth

2002: $C1-E1$ \$ _____
2003: $C2-E2$ \$ _____
2004: $C3-E3$ \$ _____
2005: $C4-E4$ \$ _____
2006: $C5-E5$ \$ _____

E. Liquidity Ratio

2002: $D1/F1$ _____
2003: $D2/F2$ _____
2004: $D3/F3$ _____
2005: $D4/F4$ _____
2006: $D5/F5$ _____

Form 3 - Offer Transmittal Letter

(To be typed on Project Developer's Letterhead)

Mr. Coby J. Skye, P.E.
County of Los Angeles Department of Public Works
Environmental Programs Division
900 South Fremont Avenue
Annex 3rd Floor
Alhambra, CA 91803-1331

Dear Mr. Skye:

_____ (the "Project Developer") hereby submits its offer (the "Offer") in response to the Request for Offers to Design, Build, Own and Operate a Solid Waste Conversion Technology Project (the "RFO") issued by the County of Los Angeles, California (the "County") on January 17, 2008.

As a duly authorized representative of the Project Developer, I hereby certify, represent and warrant as follows in connection with the Offer:

1. The submittal of the Offer has been duly authorized by, and in all respects is binding upon, the Project Developer and members of the Project Developer's team, as identified and described in the Offer, and as the commitments made and obligations specified in the Offer are more fully set forth in appended letters of commitment and other certifications provided.
2. The Project Developer's obligations, as described in the Offer, will be secured by the financial and other security instruments referenced in the Offer, including, as described in the Offer, construction and performance bonds, insurance coverage, letters of credit, guarantees and warranties provided by individual team members, and/or guarantees provided by the Project Developer.
3. The Project Developer has carefully examined all documents comprising the RFO and any addenda thereto and, being familiar with the work and the conditions affecting the work contemplated by the RFO and such addenda, offers to furnish all plant, labor, materials, supplies, equipment, facilities and services which are necessary, proper or incidental to carry out such work as required by the RFO and the Offer, all for the price(s) set forth in the Offer.
4. All information and statements contained in the Offer are current, correct and complete, and are made with full knowledge that the County will rely on such information and statements in reviewing the Offer and in conducting any negotiations or executing any agreements with the Project Developer.

5. The contact person who will serve as the interface between the County and the Project Developer is:

NAME:
TITLE:
ADDRESS:
TELEPHONE:
FAX:
E-MAIL:

6. The Project Developer agrees that it will not issue, conduct or sponsor any news releases, mailings, media events or other similar activities regarding the Offer without the prior consent of the County, and further agrees to cooperate with the County in any such materials produced or activities undertaken by the County.
7. Project Developer agrees to provide non-proprietary project information (including technical, environmental, economic and business information) to the County for public disclosure or release, in order to promote and generate support for the development of the project and to promote the development of future projects.
8. The Project Developer agrees to provide the County full access to the facility for pre-arranged public tours, third-party monitoring and non-proprietary records inspection, and other aspects of external technology validation.

Name of Project Developer

Name of Designated Signatory

Signature

Title

NAME/ADDRESS

**TYPE OF WORK
OR PRODUCT**

**INDICATE MBE/
WBE/DBE OR
DVBE**

**PERCENTAGE OF
TOTAL CONTRACT
VALUE**

COMMUNITY BUSINESS ENTERPRISE PROGRAM SANCTIONS

The Los Angeles County Board of Supervisors have amended the Community Business Enterprise Program to prohibit any person from knowingly submitting information with the intent of receiving certification and its concurrent benefits for which they are not entitled:

This is to acknowledge that the undersigned, on behalf of himself or herself individually and on behalf of his or her business or organization, if any, is fully aware of the following policy of the County of Los Angeles.

1. A person or business shall not:
 - a. Knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain, acceptance or certification as a Community Business Enterprise for the purposes of this article.
 - b. Willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the acceptance or certification or denial of acceptance or certification of any entity as a Community Business Enterprise.
 - c. Willfully and knowingly obstruct, impede, or attempt to obstruct or impede, any County official or employee who is investigating the qualifications of a business entity which has requested acceptance or certification as a Community Business Enterprise.
 - d. Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person or business in fraudulently obtaining or attempting to obtain, public monies to which the person or business is not entitled under this article.
2. Any person or business who violates paragraph (1) shall be suspended from proposing or bidding on, or participating as professional services proposer, contractor, subcontractor, or supplier, in any County contract or project for a period of three (3) years.
3. No County agency with the powers to award contracts shall enter into any contract with any person or business suspended for violating this section during the period of the person's or business' suspension. No awarding department shall award a contract to any professional services proposer or contractor utilizing the services of any person or business as a subconsultant/subcontractor suspended for violating this section during the period of the persons' or business' suspension.

Signature

Title

Name of Firm

Date

AVOIDANCE OF CONFLICT OF INTEREST

The Los Angeles County Code, Section 2.180.010, provides as follows:

CONTRACTS PROHIBITED

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the department submitting, district or agency that the provisions of this section have not been violated.

Proposer Name (please print)

Proposer's Official Title (please print)

Proposer's Signature

PROPOSER'S EEO CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Proposer certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

| | CERTIFICATION | YES | NO |
|---|---------------|-----|-----|
| 1. Proposer has written policy statement prohibiting discrimination in all phases of employment. | | () | () |
| 2. Proposer periodically conducts a self-analysis or utilization analysis of its work force. | | () | () |
| 3. Proposer has a system for determining if its employment practices are discriminatory against protected groups. | | () | () |
| 4. When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goal and/or timetables. | | () | () |

Signature

Date

Name and Official Title (please print)

**FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE
CERTIFICATION**

The Proposer certifies that it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160. The Proposer also certifies that all persons acting on behalf of the Proposer organization have and will comply with it during the proposal process.

Signature: _____

Date: _____

3-YEAR CONTRACTING HISTORY

LIST ALL CURRENT AND COMPLETED CONTRACTS WITH THE COUNTY FOR THE PAST THREE YEARS (Begin with the most recent project)

Contract Type/Description _____ Contract Number _____ Contract Type/Description _____ Contract Number _____
 Type of Work _____ Type of Work _____
 Department _____ Department _____ Contract Amount _____ Contract Amount _____
 Address _____ \$ _____ Address _____ \$ _____
 County Contact Name/Phone _____ / _____ County Contact Name/Phone _____ / _____ Date of Contract _____ Date of Contract _____
 IF CONSTRUCTION IF CONSTRUCTION
 Architect Name/Phone _____ / _____ Architect Name/Phone _____ / _____
 Type of Facility _____ Type of Facility _____

Contract Type/Description _____ Contract Number _____ Contract Type/Description _____ Contract Number _____
 Type of Work _____ Type of Work _____
 Department _____ Department _____ Contract Amount _____ Contract Amount _____
 Address _____ \$ _____ Address _____ \$ _____
 County Contact Name/Phone _____ / _____ County Contact Name/Phone _____ / _____ Date of Contract _____ Date of Contract _____
 IF CONSTRUCTION IF CONSTRUCTION
 Architect Name/Phone _____ / _____ Architect Name/Phone _____ / _____
 Type of Facility _____ Type of Facility _____

Contract Type/Description _____ Contract Number _____ Contract Type/Description _____ Contract Number _____
 Type of Work _____ Type of Work _____
 Department _____ Department _____ Contract Amount _____ Contract Amount _____
 Address _____ \$ _____ Address _____ \$ _____
 County Contact Name/Phone _____ / _____ County Contact Name/Phone _____ / _____ Date of Contract _____ Date of Contract _____
 IF CONSTRUCTION IF CONSTRUCTION
 Architect Name/Phone _____ / _____ Architect Name/Phone _____ / _____
 Type of Facility _____ Type of Facility _____

FALSE CLAIMS

Bidders/Proposers shall provide either the certification requested below or the information requested on the next page. **Failure to certify or provide the requested information may result in a determination that the Bidder/Proposer is non-responsive. Failure to fully and accurately provide the requested certification or information may result in a determination that the Bidder/Proposer is not responsible.**

“False Claims Act”, as used herein, is defined as either or both the Federal False Claims Act, 31 U.S.C. Sections 3729 et seq., and the California False Claims Act, Government Code Sections 12650 et seq.

FALSE CLAIMS ACT CERTIFICATION

If the Bidder/Proposer has no False Claims Act violations as described above, complete the following:

I, _____, hereby certify that neither
(print name of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

(Bidder/Proposer name as shown on Bid/Proposal)

nor _____
(name of responsible managing person licensed by Contractors' State License Board)

has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act as defined above.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this _____ day _____ at _____
(month and year) (city and state)

by _____
(signature of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

FALSE CLAIMS ACT VIOLATIONS

With regard to any determinations by a tribunal or court of competent jurisdiction that the False Claims Act, as defined above, has been violated by (1) the Bidder/Proposer submitting this Bid/Proposal, including any person who is an officer of, or in a management position with, or has an ownership interest in the contracting entity which is submitting this Bid/Proposal, or (2) the qualifying person licensed by the State Contractors' License Board to perform the work described in the Bid/Proposal, including any such person when they were an officer, manager, owner, or responsible managing employee of a construction contractor other than the Bidder/Proposer submitting this Bid/Proposal, Bidder/Proposer shall provide on the following page labeled “False Claim Act Violations Information:” (1) the date of the determination of the violation, (2) the identity of tribunal or court and the case name or number, if any, (3) the identity of government contract or project involved, (4) the identity of government agency involved, 5) the amount of fine imposed, and (6) any exculpatory information of which the County should be aware.

FALSE CLAIMS ACT VIOLATIONS INFORMATION

(1) Date of determination of the violation:

(2) Identity of tribunal or court and the case name or number, if any: _____

(3) Government contract or project involved: _____

(4) Government agency involved: _____

(5) Amount of fine imposed: _____

(6) Exculpatory information: _____

Declaration: I declare under penalty of perjury that the above information is true and correct.

Executed this _____ day of _____ at _____
(month and year) (city and state)

by _____
(signature of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

CIVIL LITIGATION HISTORY

Bidder/Proposer shall provide either the certification requested below or information requested on the next page. **Failure to provide such certification or information may result in a determination that the Bidder/Proposer is nonresponsive. Failure to fully and accurately provide the requested certification or information may result in a determination that the Bidder/Proposer is not responsible.**

For the two (2) years preceding the date of submittal of this Bid/Proposal, identify any civil litigation arising out of the performance of a construction contract within the State of California in which the (1) Bidder/Proposer submitting this Bid/Proposal, including any person who is an officer of, or in a management position with, or has an ownership interest in the contracting entity which is submitting this Bid/Proposal, or (2) the qualifying person licensed by the State Contractors' License Board to perform the work described in this Bid/Proposal, including any such person when they were an officer, manager, owner, or responsible managing employee of a construction contractor other than the Bidder/Proposer submitting this Bid/Proposal, was a named plaintiff or defendant in a lawsuit brought by or against the Owner. Do not include litigation which is limited solely to enforcement of mechanics' liens or stop notices. Provide on the following page labeled "Civil Litigation History Information:" (1) the name and court case identification number of each case, (2) the jurisdiction in which it was filed, and (3) the outcome of the litigation, e.g., whether the case is pending, a judgment was entered, a settlement was reached, or the case was dismissed.

CIVIL LITIGATION CERTIFICATION

If the Bidder/Proposer has no civil litigation history to report as described above, complete the following:

I, _____, hereby certify that neither
(print name of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

(Bidder/Proposer name as shown on Bid/Proposal)

nor _____
(name of responsible managing person licensed by the Contractors' State License Board)

has been involved in civil litigation as described above.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this _____ day of _____ at _____
(month and year) (city and state)

by _____
(signature of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

CIVIL LITIGATION HISTORY INFORMATION

(1) Name of Case: _____

Court case identification number: _____

(2) Jurisdiction in which case was filed: _____

(3) Outcome of the case: _____

(1) Name of Case: _____

Court case identification number: _____

(2) Jurisdiction in which case was filed: _____

(3) Outcome of the case: _____

Declaration: I declare under penalty of perjury that the above information is true and correct.

Executed this _____ day of _____ at _____
(month and year) (city and state)

by _____
(signature of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

CRIMINAL CONVICTIONS

Bidder/Proposer shall provide either the certification requested below or information requested on the next page. **Failure to provide such certification or information may result in a determination that the Bidder/Proposer is nonresponsive. Failure to fully and accurately provide the requested certification or information may result in a determination that the Bidder/Proposer is not responsible.**

For the five (5) years preceding the date this Bid/Proposal is due, identify on the following page any criminal conviction in any jurisdiction of the United States for a violation of law arising out of the performance of a construction contract (1) by the Bidder/Proposer submitting this Bid/Proposal, including any person who is an officer of, or in a management position with, or has an ownership interest in the contracting entity which is submitting this Bid/Proposal, or (2) by the qualifying person licensed by the State Contractors' License Board to perform the work described in the Bid/Proposal, including any such person when they were an officer, manager, owner, or responsible managing employee of a construction contractor other than the Bidder/Proposer submitting this Bid/Proposal. Provide on the following page labeled "Criminal Convictions Information:" (1) the date of conviction, (2) the name and court case identification number, (3) the identity of the law violated, (4) the identity of the prosecuting agency, (5) the contract or project involved, (6) the punishment imposed, and (7) any exculpatory information of which the Agency should be aware.

CRIMINAL CONVICTION CERTIFICATION

If the Bidder/Proposer has no criminal convictions to report as described above, complete the following:

I, _____, hereby certify that neither
(print name of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

(Bidder/Proposer name as shown on Bid/Proposal)

nor _____
(name of responsible managing person licensed by the Contractors' State License Board)

has been convicted of a criminal violation as described above.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this _____ day of _____ at _____
(month and year) (city and state)

by _____
(signature of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

CRIMINAL CONVICTIONS INFORMATION

- (1) Date of conviction: _____
- (2) Name of case: _____
Court case identification number: _____
- (3) Identity of the law violated: _____

- (4) Identity of the prosecuting agency: _____

- (5) Contract or project involved: _____

- (6) Punishment imposed: _____

- (7) Exculpatory information: _____

Declaration: I declare under penalty of perjury that the above information is true and correct.

Executed this _____ day of _____ at _____
(month and year) (city and state)

by _____
(signature of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
APPLICATION FOR EXCEPTION AND CERTIFICATION FORM**

The County's solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All bidders or proposers, whether a contractor or subcontractor, must complete this form to either: 1) request an exception from the Program requirements; or 2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is exempted from the Program.

| | | |
|--|---------------|------------------|
| Company Name: | | |
| Company Address: | | |
| City: | State: | Zip Code: |
| Telephone Number: | | |
| Solicitation For (Type of Goods or Services): | | |

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or II, please sign and date this form below.

Part I: Jury Service Program is not Applicable to my Business

- My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- My business is a small business as defined in the Program. It: 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding 12 months which, if added to the annual amount of this contract, are \$500,000 or less; and 3) is not an affiliate or subsidiary of a business dominant in its field of operation as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding 12 months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent of a business dominant in that field of operation.

- My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

| | |
|--------------------|---------------|
| Print Name: | Title: |
| Signature: | Date: |

DEBARMENTS

Bidder/Proposer shall provide either the certification requested below or the information requested on the next page. **Failure to provide such certification or information may result in a determination that the Bidder/Proposer is nonresponsive. Failure to fully and accurately provide the requested certification or information may result in a determination that the Bidder/Proposer is not responsible.**

For the ten (10) years preceding the date this Bid/Proposal is due, identify on the following page any debarment by any Federal, State, or local public agency arising out of the performance of a construction contract (1) by the Bidder/Proposer submitting this Bid/Proposal, including any person who is an officer of, or in a management position with, or has an ownership interest in the contracting entity which is submitting this Bid/Proposal, or (2) by the qualifying person licensed by the Contractors' State License Board to perform the work described in the Bid/Proposal, including any debarment of any such person when they were an officer, manager, owner, or responsible managing employee of a construction contractor other than the Bidder/Proposer submitting this Bid/Proposal. Provide on the following page labeled "Debarment Information:" (1) the date of debarment and the duration of the debarment, (2) the project name or contract from which the debarment arose, (3) the identify of the debarring agency, (4) stated reason for debarment, and (5) any exculpatory information of which the Agency should be aware.

HISTORY OF DEBARMENT CERTIFICATION

If the Bidder/Proposer has no debarments to report as described above, complete the following:

I, _____, hereby certify that neither
(print name of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

(Bidder/Proposer name as shown on Bid/Proposal)

nor _____
(name of responsible managing person licensed by Contractors' State License Board)

has been debarred as described above.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this _____ day of _____ at _____
(month and year) (city and state)

by _____
(signature of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

DEBARMENT INFORMATION

(1) Date and duration of debarment: _____

(2) Project name or contract involved: _____

(3) Debarring agency: _____

(4) Stated reason for debarment: _____

(5) Exculpatory information: _____

Declaration: I declare under penalty of perjury that the above information is true and correct.

Executed this _____ day of _____ at _____
(month and year) (city and state)

by _____
(signature of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

LABOR LAW/PAYROLL VIOLATIONS

Bidder/Proposer shall provide the certification requested below or the information requested on the next page. **Failure to provide such certification or information may result in a determination that the Bidder/Proposer is nonresponsive. Failure to fully and accurately provide the requested certification or information may result in a determination that the Bidder/Proposer is not responsible.**

“Labor law/payroll violation” means for purposes of this disclosure a violation of the Davis-Bacon Act (40 USC section 276a) and/or a violation of California Labor Code sections 1720 through 1861 concerning the payment of prevailing wages, employment of apprentices and hours and working conditions.

For the three (3) years preceding the date this Bid/Proposal is due, identify on the following page any determination made by any Federal, State, or local public agency of a labor law/payroll violation arising out of the performance of a construction contract (1) by the Bidder/Proposer submitting this Bid/Proposal, including any person who is an officer of, or in a management position with, or has an ownership interest in the contracting entity which is submitting this Bid/Proposal, or (2) by the qualifying person licensed by the Contractors’ State License Board to perform the work described in the Bid/Proposal, including any such person when they were an officer, manager, owner, or responsible managing employee of a construction contractor other than the Bidder/Proposer submitting this Bid/Proposal. Provide on the following page labeled “Labor Law/Payroll Violations Information:” (1) the date of the determination of the violation, (2) the case number, if any, or other identifying information for the proceeding, (3) the identity of the government contract or project involved, (4) the identity of the government agency involved, (5) the description of violation, (6) the amount of any civil wage and penalty assessment, and (7) any exculpatory information of which the Agency should be aware.

LABOR LAW/PAYROLL VIOLATION CERTIFICATION

If the Bidder/Proposer has no labor law/payroll violations to report as described above, complete the following:

I, _____, hereby certify that neither
(print name of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

(Bidder/Proposer name as shown on Bid/Proposal)

nor _____
(name of responsible managing person licensed by Contractors’ State License Board)

has been determined to have violated any Federal, State, or local labor laws as described above.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this _____ day of _____ at _____
(month and year) (city and state)

by _____
(signature of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

Labor Law/Payroll Violations

Page-1

LABOR LAW/PAYROLL VIOLATIONS INFORMATION

- (1) Date of violation determination: _____
- (2) Case number: _____
- (3) Government contract or project involved: _____

- (4) Government agency involved: _____

- (5) Description of the violation (attach disposition letter): _____

- (6) Amount of any civil wage and penalty assessment: _____

- (7) Exculpatory information: _____

Declaration: I declare under penalty of perjury that the above information is true and correct.

Executed this _____ day of _____ at _____
(month and year) (city and state)

by _____
(signature of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

Please complete, date and sign this form and place it in your first page of your proposal. The person signing the form must be authorized to sign on behalf of the Proposer and to bind the applicant in a Contract.

1. If your firm is a corporation, state its legal name (as found in your Articles of Incorporation) and State of Incorporation:

| | | |
|-------|-------|-----------|
| _____ | _____ | _____ |
| Name | State | Year Inc. |

2. If your firm is a partnership or a sole proprietorship, state the name of the proprietor or managing partner:

3. If your firm is doing business under one or more DBA's, please list all DBA's and the County(ies) of registration:

| Name | County of Registration | Year Became DBA |
|-------|------------------------|-----------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |

4. Is your firm wholly or majority owned by, or a subsidiary of, another firm: _____ if yes,

Name of parent firm: _____

State of incorporation or registration of parent firm: _____

5. Please list any other names your firm has done business as within the last five (5) years.

| Name | Year of Name Change |
|-------|---------------------|
| _____ | _____ |
| _____ | _____ |

6. Indicate if your firm is involved in any pending acquisition/merger, including the associated company name. If not applicable, so indicate below.

Proposer acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final:

Proposer's Name

On behalf of _____ (Proposer's name), I _____
(Name of Proposer's authorized representative), certify that the information contained in this Proposer's Organization Questionnaire/Affidavit is true and correct to the best of my information and belief.

Signature

Internal Revenue Service
Employer Identification Number

Title

California Business License Number

Date

County WebVen Number

ATTACHMENT 1

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT, made and entered into this _____ day of _____, 2XXX.

BY AND BETWEEN

COUNTY OF LOS ANGELES, a body corporate
and politic, hereinafter referred to as COUNTY,

AND

NAME OF CONSULTANT,
hereinafter referred to as Consultant,

COUNTY has determined that it is a matter of public convenience and necessity to engage the specialized services of a Consultant to provide type of service – project name-specs. no.

Consultant is a firm of recognized professionals with extensive experience and training in its specialized field. In rendering these services, Consultant shall, at a minimum, exercise the ordinary care and skill expected of the average practitioner in Consultant's profession acting under similar circumstances. The work will involve the performance of professional, expert, and/or technical services of a temporary or part-time duration; and

The parties hereto do mutually agree as follows:

1. Definition

COUNTY means either COUNTY; COUNTY, as agent for such joint powers authority or nonprofit corporation as may be involved in the issuance of bonds, certificates of participation, or other evidences of indebtedness to finance the work contemplated herein; or said joint powers authority or nonprofit corporation.

2. Consultant's Services

The scope of work shall be as outlined in the Attachment dated month-day, 2XXX. No work shall commence on this project until a written Notice to Proceed is issued by COUNTY.

3. Consideration

In consideration of the performance by Consultant in a manner satisfactory to COUNTY of the services described in Article 2 above, including receipt and acceptance of such work by Director of the COUNTY of Los Angeles Department of Public Works (hereinafter called Director), COUNTY agrees to pay Consultant a maximum not to exceed fee of amount in words Dollars (\$ amount in figures).

COUNTY shall compensate Consultant as follows:

- a. Monthly payments for the work accomplished shall be made upon verification and acceptance of such work by Director, as stated in the Attachment dated date, 2XXX, up to a maximum of \$amount. Monthly invoices shall be accompanied by an analysis of work completed for the invoice period. This analysis shall be prepared in a format satisfactory to Director.

IN ABOVE PARAGRAPH, USE MONTHLY PAYMENTS AND MONTHLY INVOICES IF SERVICES WILL CONTINUE FOR MORE THAN ONE MONTH. OTHERWISE, USE PAYMENT AND INVOICE.

- b. Supplemental Consultant Services may be required at COUNTY'S discretion, upon prior written authorization by Director, and will be based on Consultant's fee schedule on file with Director.
- c. If Cost of Living Adjustments (COLA) are provided in the attachment, COUNTY shall limit COLAs to the lesser of: 1) the average salary increase or decrease granted to COUNTY employees or 2) the increase or decrease from the previous fiscal year's U.S. Department of Labor Bureau of Labor Statistics' Urban Consumer Price Index for Los Angeles-Riverside-Orange COUNTY, CA. If the COLA is based on the CPI, the adjustment shall be based on the change in the CPI from time of execution of this CONTRACT to the time at which the COLA is to be made. In the event fiscal circumstances ultimately prevent the Board of Supervisors from approving any increase in employee salaries for a fiscal year, Consultant will not receive a COLA for the CONTRACT period which coincides with that fiscal year.

In above paragraph (c), use only if COLA's are provided for in a multiple year CONTRACT, otherwise omit paragraph and renumber.

- d. In the event that budget reductions occur in any fiscal year covered by

this AGREEMENT that may cause COUNTY to consider terminating this AGREEMENT, the COUNTY may attempt to renegotiate the terms of this AGREEMENT to reduce the cost thereof in lieu of termination under the termination provisions of the CONTRACT.

- e. All funds for payment of services rendered after June 30 of the current fiscal year are subject to COUNTY'S legislative appropriation for this purpose. Payments for services following June 30 of each fiscal year are dependent upon the same action. Notwithstanding any other provision of this AGREEMENT, COUNTY shall not be obligated for Consultant's performance hereunder or by any provision of this AGREEMENT during any of COUNTY'S future fiscal years unless and until COUNTY'S Board of Supervisors appropriates funds for this AGREEMENT in COUNTY'S budget for each future fiscal year, and in the event that funds are not appropriated for this AGREEMENT, this AGREEMENT shall terminate as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify Consultant in writing of such nonappropriation of funds at the earliest possible date.
- f. Consultant will not be required to perform services which will exceed the CONTRACT amount, scope of work, and CONTRACT dates without amendment to this AGREEMENT.

Consultant will not proceed with additional services without prior written authorization. Consultant will not be paid for any expenditures beyond the CONTRACT amount stipulated without amendment to this AGREEMENT.

- g. Consultant will notify COUNTY when CONTRACT amount has been incurred up to 75% of the CONTRACT total.

4. Equipment and Supplies

Consultant agrees to furnish all necessary equipment and supplies used in the performance of the aforementioned services at Consultant's sole cost and expense.

5. COUNTY'S Responsibility

COUNTY will make available drawings, specifications, and other records as available in COUNTY Department of Public Works' file. Notwithstanding the foregoing, COUNTY does not represent the accuracy of the content of said materials.

6. COUNTY'S Representative

Director, or his authorized representative, shall represent COUNTY in all matters pertaining to the services to be rendered pursuant to this AGREEMENT.

7. Term and Termination

The term of this AGREEMENT shall commence on the date stipulated in the Notice to Proceed, and unless otherwise modified, shall terminate on the date that the work is accepted by COUNTY. COUNTY may, at its sole option and discretion, cancel or terminate this AGREEMENT, without any liability other than payment for work already performed, up to the date of termination by giving three days written notice of such termination to Consultant. Consultant shall be paid the reasonable value of its services rendered. In the event of any such termination by COUNTY, Consultant shall provide to COUNTY a termination report consisting of all drawings, specifications, reports, and data accumulated to the date of such termination in a form capable of assimilation for use by COUNTY.

8. Ownership of COUNTY Materials

a. Consultant and COUNTY agree that all materials, including but not limited to, designs, specifications, techniques, plans, reports, deliverables, data, photographs, diagrams, maps, images, graphics, text, videos, advertising, software, source codes, website plans and designs, interactive media, drafts, working papers, outlines, sketches, summaries, edited and/or unedited versions of deliverables, and any other materials or information developed under this AGREEMENT and any and all Intellectual Property rights to these materials, including any copyrights, trademarks, service marks, trade secrets, trade names, unpatented inventions, patent applications, patents, design rights, domain name rights, know-how, and any other proprietary rights and derivatives thereof, is and/or shall be the sole property of COUNTY (hereafter collectively, "COUNTY Materials"). Consultant hereby assigns and transfers to COUNTY all Consultant's right, title and interest in and to all such COUNTY Materials developed under this AGREEMENT.

Notwithstanding such COUNTY ownership in the COUNTY Materials, Consultant may retain possession of working papers and materials prepared by Consultant under this CONTRACT. During and for a minimum of five years subsequent to the term of this CONTRACT, COUNTY shall have the right to inspect any and all such working papers and materials, make copies thereof and use the working papers and materials and the information contained therein.

b. Consultant shall execute all documents requested by COUNTY and shall perform all other acts requested by COUNTY to assign and transfer to, and vest in COUNTY, all Consultant's right, title and interest in and to the COUNTY Materials,

including, but not limited to, any and all copyrights, trademarks, service marks, trade names, unpatented inventions, patent applications, patents, design rights, domain name rights, know-how, and any other proprietary rights and derivatives thereof resulting from this CONTRACT. COUNTY shall have the right to register all applicable copyrights, trademarks and patents in the name of the COUNTY of Los Angeles. Further, COUNTY shall have the right to assign, license, or otherwise transfer any and all COUNTY'S rights, title and interest, including, but not limited to copyrights, trademarks, and patents, in and to the COUNTY Materials.

c. Consultant represents and warrants that the COUNTY Materials prepared herein under this AGREEMENT, is the original work of Consultant and does not infringe upon any Intellectual Property or proprietary rights of third parties. For those portions of the COUNTY Materials that are not the original work of Consultant, Consultant represents and warrants that it has secured all appropriate licenses, rights, and/or permission from appropriate third parties to include such materials in the COUNTY Materials.

Consultant shall defend, indemnify and hold COUNTY harmless against any claims by third parties based on infringement of copyright, patent, trade secret, trademark, or any other claimed Intellectual Property or proprietary right, arising from COUNTY'S use of COUNTY Materials created and/or prepared by Consultant. Consultant will also indemnify and defend at its sole expense, any action brought against COUNTY based on a claim that COUNTY Materials furnished hereunder by Consultant and used within the scope of this AGREEMENT infringe any copyright, patent, trade secret, trademark, or any other claimed intellectual property or proprietary right of third parties, and Consultant will pay any costs, damages and attorney's fees incurred by COUNTY. COUNTY will notify Consultant promptly and in writing of any such action or claim and will permit Consultant to fully participate in the defense thereof.

d. Consultant shall affix the following notice to all COUNTY Materials: "© Copyright 2007 (or such other appropriate date of first publication), COUNTY of Los Angeles. All Rights Reserved." Consultant shall affix such notice on the title page of all images, photographs, documents and writings, and otherwise as COUNTY may direct.

e. COUNTY shall also have the sole right to control the preparation, modification, and revisions to, all acknowledgment and/or attribution language for all COUNTY Materials resulting from this AGREEMENT. COUNTY will however, honor requests by Consultant seeking removal of all acknowledgment and/or attribution language relating to the Consultant, should Consultant no longer wish to receive attribution for its work on the COUNTY Materials.

f. If directed to do so by COUNTY, Consultant will place the COUNTY name and COUNTY logo on COUNTY Materials developed under this AGREEMENT.

Consultant may not however, use the COUNTY name and COUNTY logo on any other materials prepared or developed by Consultant that falls outside the scope of this AGREEMENT.

9. Indemnification and Insurance

Two alternative Indemnification and Insurance Provisions are set forth in Attachments 2 and 3 of this AGREEMENT.

Consultant has selected one of the two alternative Indemnification and Insurance Provisions and has indicated its selection by initialing the selected alternative as follows:

Alternative 1 _____ Alternative 2 _____

10. Anti-Discrimination

The following provisions are required by Section 4.32.010 et seq. of the Los Angeles COUNTY Code:

Consultant certifies and agrees that all persons employed by Consultant, its affiliates, subsidiaries, or holding companies are, and will be, treated equally by Consultant without regard to or because of race, religion, ancestry, national origin, or sex, and in compliance with state and Federal anti-discrimination laws. Consultant further certifies and agrees that it will deal with its subconsultants, bidders, and vendors without regard to or because of race, religion, ancestry, national origin, or sex. Consultant agrees to allow access to its employment records during regular business hours to verify compliance with the foregoing provisions when so requested by COUNTY.

Consultant specifically recognizes and agrees that if COUNTY finds that any of the foregoing provisions have been violated, the same shall constitute a material breach of CONTRACT upon which COUNTY may determine to cancel, terminate, or suspend the CONTRACT. While COUNTY reserves the right to determine individually that the anti-discrimination provision of the CONTRACTS have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Consultant has violated state or Federal anti-discrimination laws shall constitute a finding by COUNTY that Consultant has violated the anti-discrimination provisions of the CONTRACT.

At its option, and in lieu of canceling, terminating, or suspending the CONTRACT, COUNTY may impose damages for any violation of the anti-discrimination provisions of this paragraph, in the amount of Two Hundred Dollars (\$200) for each violation found and determined. COUNTY and Consultant specifically agree that the

aforesaid amount shall be imposed as liquidated damages, and not as a forfeiture or penalty. It is further specifically agreed that the aforesaid amount is presumed to be the amount of damages sustained by reason of any such violation, because from the circumstances and the nature of the violation, it is impracticable and extremely difficult to fix actual damages.

11. Independent Contractor Status

This AGREEMENT is by and between COUNTY of Los Angeles and Consultant and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between COUNTY and Consultant.

Consultant understands and agrees that all persons furnishing services to COUNTY pursuant to this AGREEMENT are, for purposes of Workers' Compensation liability, employees solely of Consultant and not of COUNTY.

Consultant shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any person for injuries arising from, or connected with, services performed on behalf of Consultant pursuant to this AGREEMENT.

12. COUNTY'S Quality Assurance Plan

COUNTY, or its agent, will evaluate Consultant's performance under this AGREEMENT on not less than an annual basis. Such evaluation will include assessing Consultant's compliance with all CONTRACT terms and performance standards. Consultant deficiencies which COUNTY determines are severe or continuing, and that may place performance of the AGREEMENT in jeopardy if not corrected, will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by COUNTY and Consultant. If improvement does not occur consistent with the corrective action measures, COUNTY may terminate this AGREEMENT or impose other penalties as specified in this AGREEMENT.

13. Assignment

This AGREEMENT shall not be assigned without the prior written consent of COUNTY. Any attempt to assign without such consent shall be void and confer no rights on any third parties.

14. Forum Selection

Consultant hereby agrees to submit to the jurisdiction of the courts of the State of California. The exclusive venue of any action brought by Consultant, on

Consultant's behalf or on the behalf of any subconsultant, which arises from this AGREEMENT or is concerning or connected with services performed pursuant to this AGREEMENT, shall be deemed to be in the courts of the State of California located in Los Angeles COUNTY, California.

15. Conflict of Interest

No COUNTY employee in a position to influence the award of this AGREEMENT or any competing AGREEMENT, and no spouse or economic dependent of such employee, shall be employed in any capacity by Consultant herein, or have any other direct or indirect financial interest in this AGREEMENT.

16. Prohibition from Involvement in Bidding Process

Consultant understands and agrees that neither it nor its subsidiaries shall be involved in any way in the bidding process on any Request for Proposal developed or prepared by or with the assistance of Consultant's services rendered pursuant to this AGREEMENT, either as a prime Consultant or subconsultant, or as a Consultant to any other prime Consultant or subconsultant. Any such involvement by Consultant shall result in the rejection by the COUNTY of the bid by the prime Consultant in question.

17. Lobbying

Consultant and each COUNTY lobbyist or COUNTY lobbying firm as defined in Los Angeles COUNTY Code Section 2.160.010, retained by Consultant, shall fully comply with COUNTY Lobbyist Ordinance, Los Angeles COUNTY Code Chapter 2.160. Failure on the part of Consultant or any COUNTY lobbyist or COUNTY lobbying firm retained by Consultant to fully comply with COUNTY Lobbyist Ordinance shall constitute a material breach of this CONTRACT, upon which COUNTY may immediately terminate or suspend this CONTRACT.

18. Gratuities

It is improper for any COUNTY officer, employee, or agent to solicit consideration, in any form, from Consultant with the implication, suggestion, or statement that Consultant's provision of the consideration may secure more favorable treatment for Consultant in the award of the CONTRACT or that Consultant's failure to provide such consideration may negatively affect COUNTY'S consideration of Consultant's submittal. Consultant shall not offer or give, either directly or through an intermediary, consideration, in any form, to a COUNTY officer, employee, or agent for the purpose of securing favorable treatment with respect to the award of the CONTRACT.

Consultant shall immediately report any attempt by a COUNTY officer, employee, or agent to solicit such improper consideration. The report shall be made either to COUNTY manager charged with the supervision of the employee, or to COUNTY Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Failure to report such a solicitation may result in Consultant's submittal being eliminated from consideration.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

USE FOLLOWING PARAGRAPH ONLY FOR CONTRACTS OVER \$250,000. RENUMBER ACCORDINGLY.

19. Employment of Laid-Off COUNTY Employees

Should Consultant, or any subconsultant performing more than \$250,000 of the CONTRACT value, require additional or replacement personnel to perform services under this CONTRACT other than the performance of a skilled trade, Consultant shall give first consideration for such employment openings to qualified COUNTY employees who are targeted for layoff or qualified former COUNTY employees who are on a re-employment list.

19. Consultant's Warranty of Adherence to COUNTY'S Child Support Compliance Program

Consultant acknowledges that COUNTY has established a goal of ensuring that all individuals who benefit financially from COUNTY through CONTRACT are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers.

As required by COUNTY'S Child Support Compliance Program (COUNTY Code Chapter 2.200) and without limiting Consultant's duty under this CONTRACT to comply with all applicable provisions of law, Consultant warrants that it is now in compliance and shall during the term of this CONTRACT maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or DISTRICT Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

Failure of Consultant to maintain compliance with these requirements shall constitute a default by Consultant under this CONTRACT. Without limiting the rights and remedies available to COUNTY under any other provision of this CONTRACT, failure to cure such default within 90 days of notice by the Los Angeles COUNTY Child Support Services Department shall be grounds upon which COUNTY Board of Supervisors may terminate this CONTRACT.

20. Consultant's Acknowledgment of COUNTY'S Commitment to Child Support Enforcement

Consultant acknowledges that COUNTY places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Consultant understands that it is COUNTY'S policy to encourage all COUNTY consultants to voluntarily post COUNTY'S L.A.'s Most Wanted: Delinquent Parents poster in a prominent position at Consultant's place of business. COUNTY'S DISTRICT Attorney will supply Consultant with the poster to be used.

21. Termination for Improper Consideration

COUNTY may, by written notice to Consultant, immediately terminate the right of Consultant to proceed under this AGREEMENT if it is found that consideration, in any form, was offered or given by Consultant, either directly or through an intermediary, to any COUNTY officer, employee, or agent with the intent of securing the AGREEMENT or securing favorable treatment with respect to the award, amendment, or extension of the AGREEMENT or the making of any determinations with respect to Consultant's performance pursuant to the AGREEMENT. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

Consultant shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to COUNTY manager charged with the supervision of the employee or to COUNTY Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

22. Consideration of GAIN/GROW Program Participants for Employment

Should Consultant require additional or replacement personnel after the effective date of this AGREEMENT, Consultant shall give consideration for any such employment openings to participants in COUNTY'S Department of Public Social Services' Greater Avenues for Independence (GAIN) or General Relief Opportunity for Work

(GROW) Program who meet Consultant's minimum qualifications for the open position. COUNTY will refer GAIN/GROW participants by job category to Consultant.

23. Notice to Employees Regarding the Federal Earned Income Credit

Consultant shall notify its employees, and shall require each subconsultant to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirement set forth in Internal Revenue Service Notice 1015.

24. Reduction of Solid Waste

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the COUNTY landfills, the Consultant agrees to use recycled-content paper to the maximum extent possible on the project.

25. COUNTY Rights

The COUNTY may employ, either during or after performance of this CONTRACT, any right of recovery the COUNTY may have against the Consultant by any means it deems appropriate including, but not limited to, set-off, action at law or in equity, withholding, recoupment, or counterclaim. The rights and remedies of the COUNTY under this CONTRACT are in addition to any right or remedy provided by California law.

26. Fair Labor Standards Act

Consultant shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless COUNTY, its agents, officers, and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act for services performed by Consultant's employees for which COUNTY may be found jointly or solely liable.

27. Prevailing Wage Requirements

Consultant must comply with all applicable prevailing wage requirements. The subject project is a public work as defined in Section 1720 of the California Labor Code.

28. Employment Eligibility Verification

Consultant warrants that it fully complies with all Federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations. Consultant shall obtain, from all covered employees performing services hereunder, all verifications and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Consultant shall retain such documentation for all covered employees for the period prescribed by law. Consultant shall indemnify, defend, and hold harmless COUNTY, its officers, and employees from employer sanctions and any other liability which may be assessed against Consultant or COUNTY in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this AGREEMENT.

29. Consultant Responsibility and Debarment

a. A responsible Consultant is a Consultant who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the CONTRACT. It is the COUNTY' S policy to conduct business only with responsible consultants.

b. The Consultant is hereby notified that, in accordance with Chapter 2.202 of the COUNTY Code, if the COUNTY acquires information concerning the performance of the Consultant on this or other CONTRACTS which indicates that the Consultant is not responsible, the COUNTY may, in addition to other remedies provided in the CONTRACT, debar the Consultant from bidding or proposing on, or being awarded, and/or performing work on COUNTY CONTRACTS for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing CONTRACTS the Consultant may have with the COUNTY.

c. The COUNTY may debar a Consultant if the Board of Supervisors finds, in its discretion, that the Consultant has done any of the following: (1) violated a term of a CONTRACT with the COUNTY or a nonprofit corporation created by the COUNTY; (2) committed an act or omission which negatively reflects on the Consultant's quality, fitness or capacity to perform a CONTRACT with the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the COUNTY or any other public entity.

d. If there is evidence that the Consultant may be subject to debarment, the Department will notify the Consultant in writing of the evidence which is the basis for the proposed debarment and will advise the Consultant of the scheduled date for a debarment hearing before the Contractor Hearing Board.

e. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Consultant and/or the Consultant's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Consultant should be debarred, and, if so, the appropriate length of time of the debarment. The Consultant and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

f. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

g. If the Consultant has been debarred for a period longer than five years, that Consultant may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Consultant has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the COUNTY.

h. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Consultant has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

i. These terms shall also apply to subconsultants of COUNTY Consultants.

30. Compliance with Jury Service Program

This CONTRACT is subject to provisions of the COUNTY'S ordinance entitled Contractor Employee Jury Service (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles COUNTY Code.

a. Unless Consultant has demonstrated to the COUNTY'S satisfaction either that Consultant is not a Consultant as defined under the Jury Service Program (Section 2.203.020 of the COUNTY Code) or that Consultant qualifies for an exception to the Jury Service Program (Section 2.203.070 of the COUNTY Code), Consultant shall have and adhere to a written policy that provides that its Employees shall receive from the Consultant, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Consultant or that the Consultant deduct from the Employee's regular pay the fees received for jury service.

b. For purposes of this Section, Consultant means a person, partnership, corporation or other entity which has a CONTRACT with the COUNTY or a subcontract with a COUNTY Consultant and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more COUNTY CONTRACTS or subcontracts. Employee means any California resident who is a full-time employee of Consultant. Full-time means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the COUNTY, or 2) Consultant has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Consultant uses any subconsultant to perform services for the COUNTY under the CONTRACT, the subconsultant shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract AGREEMENT and a copy of the Jury Service Program shall be attached to the AGREEMENT.

c. If Consultant is not required to comply with the Jury Service Program when the CONTRACT commences, Consultant shall have a continuing obligation to review the applicability of its exception status from the Jury Service Program, and Consultant shall immediately notify COUNTY if Consultant at any time either comes within the Jury Service Program's definition of Consultant or if Consultant no longer qualifies for an exception to the Program. In either event, Consultant shall immediately implement a written policy consistent with the Jury Service Program. The COUNTY may also require, at any time during the CONTRACT and at its sole discretion, that Consultant demonstrate to the COUNTY'S satisfaction that Consultant either continues to remain outside the Jury Service

Program's definition of Consultant and/or that Consultant continues to qualify for an exception to the Program.

d. Consultant's violation of this Section of the CONTRACT may constitute a material breach of the CONTRACT. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Consultant and/or bar Consultant from the award of future COUNTY CONTRACTS for a period of time consistent with the seriousness of the breach.

31. No Payment for Services Provided Following Expiration/Termination of AGREEMENT

Consultant shall have no claim against COUNTY for payment for any money or reimbursement, of any kind whatsoever, for any service provided by Consultant after the expiration or other termination of this AGREEMENT. Should Consultant receive any such payment it shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this AGREEMENT shall not constitute a waiver of COUNTY'S right to recover such payment from Consultant. This provision shall survive the expiration or other termination of this AGREEMENT.

32. Notice to Employees Regarding the Safely Surrendered Baby Law

The Consultant shall notify and provide to its employees, and shall require each subconsultant to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles COUNTY, and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

The Consultant acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the COUNTY'S policy to encourage all COUNTY Consultants to voluntarily post the COUNTY'S, A Safely Surrendered Baby Law poster, in a prominent position at the Consultant's place of business. The COUNTY'S Department of Children and Family Services will supply the Consultant with the poster to be used.

33. Consultant Assignment

a. Consultant shall not assign its rights or delegate its duties under the AGREEMENT, or both, whether in whole or in part, without the prior written consent of COUNTY, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, COUNTY consent shall require a written amendment to the AGREEMENT, which is formally approved and

executed by the parties. Any payments by COUNTY to any approved delegate or assignee on any claim under the AGREEMENT shall be deductible, at COUNTY'S sole discretion, against the claims which Consultant may have against COUNTY.

b. Shareholders, partners, members, or other equity holders of Consultant may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Consultant to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the AGREEMENT, such disposition is an assignment requiring the prior written consent of COUNTY in accordance with applicable provisions of this AGREEMENT.

c. Any assumption, assignment, delegation, or takeover of any of the Consultant's duties, responsibilities, obligations, or performance of same by any entity other than the Consultant, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without COUNTY'S express prior written approval, shall be a material breach of the AGREEMENT which may result in the termination of the AGREEMENT. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

34. Notices

Any notice required or desired to be given pursuant to this AGREEMENT shall be given in writing and addressed as follows:

COUNTY

Department of Public Works
Architectural Engineering Division
CONTRACTS & Operations, 8th Floor
900 South Fremont Avenue
Alhambra, CA 91803
(626) 458-xxxx

CONSULTANT

The address for notice may be changed by giving notice pursuant to this paragraph.

35. Entire AGREEMENT

This CONTRACT constitutes the entire AGREEMENT between COUNTY and Consultant and may be modified only by further written AGREEMENT between the parties hereto.

Use paragraph below for delegation CONTRACTS.

IN WITNESS WHEREOF, the Director of the Los Angeles COUNTY Department of Public Works has caused this AGREEMENT to be subscribed pursuant to authority delegated by the Board of Supervisors under Section 2.18.030 et seq. of COUNTY Code, and Consultant has executed this AGREEMENT, the day, month, and year first above written.

Use paragraph below of Board CONTRACTS.

IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of the Department of Public Works, and the Consultant has hereunto subscribed its corporate name and affixed its corporate seal by its duly authorized officers the day, month, and year herein first above written.

COUNTY OF LOS ANGELES

NAME OF CONSULTANT

By _____
Deputy Director
Department of Public Works

By _____
President

By _____
Secretary

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy

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10/2007

ALTERNATIVE 1

INDEMNIFICATION AND INSURANCE PROVISIONS

I. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall indemnify, defend, and hold harmless COUNTY, its agents, appointed and elected officers, COUNTY Special DISTRICTS, and employees from and against any and all liability, expense (including defense costs and legal fees), lawsuits, actions, claims, proceedings, and damages of any nature whatsoever, including without limitation, brought for or on account of bodily injury, death, personal injury, or property damage (including property of Consultant), which arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, its officers, agents, employees, representatives, contractors, subcontractors, consultants, or subconsultants of any tier.

The foregoing paragraph notwithstanding, Consultant further shall indemnify, defend, and hold harmless COUNTY, its agents, appointed and elected officers, COUNTY Special DISTRICTS, and employees from and against any Workers' Compensation suits, liability, or expense arising from, or connected with, any services performed pursuant to this AGREEMENT on behalf of Consultant by any person.

Neither the Consultant, nor its agents and subconsultants of any tier, shall be obligated to indemnify the COUNTY and its related persons and entities for liabilities caused by the active negligence of the COUNTY and its related persons and entities. However, this provision does not limit any obligation to insure and defend the COUNTY and its related persons and entities arising under the policies of insurance maintained by the Consultant under this provision.

II. INSURANCE

Without limiting Consultant's indemnification of COUNTY and during the term of this AGREEMENT, Consultant shall provide and maintain, at its own expense, the following programs of insurance. Such programs and evidence of insurance shall be satisfactory to the COUNTY and primary to, and not contributing with, any other insurance maintained by the COUNTY. Certificate(s) or other evidence of coverage shall be delivered to the Department of Public Works, Architectural Engineering Division, 900 South Fremont Avenue, 8th Floor, Alhambra, CA 91803, prior to commencing services under this AGREEMENT, shall specifically identify this AGREEMENT, and shall contain the express condition that COUNTY is to be given written notice by registered mail at least thirty (30) days in advance of any modification or termination of insurance.

Failure by Consultant to procure and maintain the required insurance shall constitute a material breach of contract upon which COUNTY may immediately terminate or suspend this AGREEMENT.

A. Liability:

Such insurance shall be endorsed naming the COUNTY of Los Angeles as an additional insured and shall include:

1. General liability insurance written on a commercial general liability form or on a comprehensive general liability form covering the hazards of premises/operations, contractual, independent contractors, advertising, products/completed operations, broad form property damage, and personal injury with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence.
 - a. If written with an annual aggregate limit, the policy limit should be three (3) times the above-required occurrence limit.
 - b. If written on a Claims Made Form, the Consultant shall be required to provide an extended two-year reporting period commencing upon termination or cancellation of this AGREEMENT.
2. Comprehensive auto liability for all owned, non-owned, and hired vehicles with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence.

B. Workers' Compensation:

Insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with a One Million Dollar (\$1,000,000) limit, covering all persons the Consultant is legally required to cover.

C. Professional Liability:

Insurance covering liability arising from any error, omission, or negligent act of the Consultant, its officers, or employees with a limit of liability of not less than One Million Dollars (\$1,000,000) per claim or occurrence, and Two Million Dollars (\$2,000,000) in aggregate. If written on a Claims Made Form, Consultant shall continue to provide coverage for this project for a period of two (2) years from the date of termination or completion of this AGREEMENT.

Consultant agrees to the above Indemnification and Insurance Provisions.

Initials

ALTERNATIVE 2

INDEMNIFICATION AND INSURANCE PROVISIONS

A. **INSURANCE**: Consultant shall, at its own expense, maintain with insurance companies acceptable to the COUNTY general liability, professional liability, comprehensive automobile liability, and workers' compensation insurance as set forth below:

1. **General Liability Insurance**: The Consultant shall maintain general liability insurance written on a commercial or comprehensive general liability form(s) that include(s) coverage for premises-operations, products/completed operations, contractual liability, broad-form property damage, and personal injury liability. The general liability policy shall have a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence.

2. **Professional Liability Insurance**: Consultant shall maintain professional liability insurance, including contractual liability coverage, with policy limits of at least One Million Dollars (\$1,000,000) per claim or occurrence and Two Million Dollars (\$2,000,000) in the aggregate.

3. **Comprehensive Automobile Insurance**: The Consultant shall maintain automobile insurance for all owned, non-owned, and hired vehicles with a combined single limit of One Million Dollars (\$1,000,000) per occurrence or accident.

4. **Workers' Compensation Insurance**: The Consultant shall maintain workers' compensation insurance in an amount and form which will meet all applicable requirements of the Labor Code of the State of California, including Employers' Liability Coverage with limits of One Million Dollars (\$1,000,000) per occurrence.

5. **General Conditions Relating to Insurance**:

a. **Additional Insureds**: The COUNTY, DISTRICT, its agents, appointed and elected officers, COUNTY Special DISTRICTS, and employees ("COUNTY and its related persons and entities") shall be named as additional insureds on each policy, except workers' compensation and professional liability insurance, the Consultant is required to provide under this AGREEMENT. Such insurance shall be primary to, and not contributing with, any other insurance maintained by or for the COUNTY and its related persons and entities.

b. **Waiver of Subrogation**: Each policy obtained by the Consultant to fulfill its obligations under this provision shall contain a provision waiving the right of the insurer to subrogate against the COUNTY and its related persons and entities for any liability covered by the policy.

c. **Claims Made Policies**: If any of the policies obtained by the Consultant to fulfill its obligations under this provision are written on a claims-made basis, the policy shall be endorsed to provide an extended reporting period of not less than two years following the termination of this AGREEMENT or the Consultant's work on the project referred to in this AGREEMENT, whichever is later.

d. **Occurrence Policies**: If any of the policies obtained by the Consultant to fulfill its obligations under this provision are written on an occurrence basis, the policies and any endorsements required by this provision (including, but not limited to, the additional insured endorsements) shall be maintained in full force and effect for a period of not less than two years following the termination of this AGREEMENT or the Consultant's work on the project referred to in this AGREEMENT, whichever is later.

e. **Certificate of Insurance**: Prior to commencing work on the project referred to in this AGREEMENT, the Consultant shall provide to the COUNTY certificate(s) of insurance identifying the insurers, policies, coverages, and limits of liability for the insurance the Consultant is required to provide under this provision. Accompanying the certificate(s) shall be a copy of the required additional insured endorsement(s) to the policies obtained by the Consultant as set forth above.

f. **Notice of Cancellation or Nonrenewal**: Each policy shall require the insurer to give the COUNTY at least 30 days notice of termination of the policy by cancellation, rescission, nonrenewal, or otherwise. Notice shall also be given to COUNTY of any material change in the terms of the coverage required to be maintained by the Consultant under this provision.

g. **Delivery of Notices**: All certificates and notices required by this provision shall be in writing and shall be delivered to the Department Contract Administrator. The notices and certificates shall refer to this contract.

h. **Maintenance of Insurance**: The Consultant shall promptly pay the premiums on all insurance policies required under this provision. The Consultant further agrees that the policies shall remain in full force and effect as required by this AGREEMENT. Consultant shall immediately obtain replacement coverage for any policy which is terminated, canceled, non-renewed, or which has paid policy limits, or upon the insolvency of the insurer issuing the policy.

i. **Breach:** Failure on the part of Consultant to procure or maintain insurance as required by this provision shall constitute a material breach of this contract. In the event of such a breach, the COUNTY may, among other things, terminate this AGREEMENT, suspend work being performed on the project by or on behalf of the Consultant, or at its sole discretion, the COUNTY may obtain replacement coverage. In the event that replacement coverage is obtained, the Consultant shall, upon demand, repay the COUNTY for the full amount of premiums paid by the COUNTY for the replacement coverage. In its sole discretion, the COUNTY may offset the cost of premiums against any monies due to the Consultant from the COUNTY.

B. **INDEMNIFICATION:** To the fullest extent permitted by law, Consultant shall indemnify, defend, and hold harmless the COUNTY, DISTRICT, its agents, appointed and elected officers, COUNTY Special DISTRICTS, and employees ("COUNTY and its related persons and entities") from any and all claims, liabilities, expenses (including defense costs and legal fees), lawsuits, actions, proceedings, and damages of any nature whatsoever, including without limitation, brought for or on account of bodily injury, death, personal injury, or property damage (including property of Consultant), which arise out of, pertain to, or related to the negligence, recklessness or willful misconduct of the Consultant, its officers, agents, employees, representatives, contractors, subcontractors, consultants, or subconsultants of any tier. The obligation to indemnify the COUNTY is in addition to the obligation to procure insurance as set forth in this provision.

COUNTY agrees that prior to demanding a defense from the Consultant, that it or Consultant shall tender such claim to the insurers issuing the policies of insurance referred to in this provision. If the claims are not covered by any policy referred to in this provision, or the insurers fail or refuse to defend or indemnify the COUNTY or any of its related persons and entities, then the Consultant's duty to defend, indemnify and hold harmless the COUNTY under the foregoing indemnity provision shall apply in full.

Neither the Consultant, nor its agents and subconsultants of any tier, shall be obligated to indemnify the COUNTY and its related persons and entities for liabilities caused by the active negligence of the COUNTY and its related persons and entities. However, this provision does not limit any obligation to insure and defend the COUNTY and its related persons and entities arising under the policies of insurance maintained by the Consultant under this provision.

C. **SUBCONSULTANTS' INSURANCE AND INDEMNIFICATION:** Consultant shall require subcontractors, subconsultants, and independent contractors to maintain the same insurance coverage which it is required to maintain under this provision, including but not limited to, the obligation to name the COUNTY and its related persons and entities as additional insureds under each such policy.

Consultant further shall require its contractors, subcontractors, consultants, and subconsultants, to indemnify and defend the COUNTY and its related persons and entities from any and all claims, liabilities, expenses, lawsuits, actions, or proceedings arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of each contractor, subcontractor, consultant, subconsultant, or any tier.

Failure on the part of Consultant to require its subcontractors, subconsultants, and independent contractors to provide insurance and indemnification shall constitute a material breach of this contract. In the event of such breach, the COUNTY may, among other things, terminate this AGREEMENT, suspend work being performed on the project by or on behalf of the Consultant, or in its sole discretion, the COUNTY may obtain replacement insurance coverage. In the event that replacement coverage is obtained, the Consultant shall, upon demand, repay the COUNTY for the full amount of premiums paid by the COUNTY for the replacement coverage. In its sole discretion, the COUNTY may offset the cost of premiums against any monies due to the Consultant from the COUNTY.

Consultant agrees to the above Indemnification and Insurance Provisions.

Initials

ATTACHMENT 4

Don't Abandon Your Baby.

No shame.

No blame.

No names.

You have a better choice:

**Bring your newborn to any Los Angeles
County hospital emergency room or fire station.**

1-877-BABY SAFE

1-877-222-9723



**Every child deserves a chance for a healthy life. For three days after you
give birth, you can give up your baby at any Los Angeles County hospital
emergency room or fire station. No shame. No blame. No names.**

www.babysafela.org