



DONALD L. WOLFE, Director

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
www.ladpw.org

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

IN REPLY PLEASE

REFER TO FILE: **AS-0**

October 31, 2006

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**AS-NEEDED SEWER MAINTENANCE ROACH CONTROL PROGRAM
ALL SUPERVISORIAL DISTRICTS
3 VOTES**

**IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY
OF THE LOS ANGELES COUNTY CONSOLIDATED SEWER MAINTENANCE
DISTRICT AND THE MARINA SEWER MAINTENANCE DISTRICT:**

1. Find that the contract work is exempt from the provisions of the California Environmental Quality Act (CEQA).
2. Award the contract for As-Needed Sewer Maintenance Roach Control Program in an annual sum not to exceed \$47,373 to Pest Options, Inc., d.b.a. Landscape Pest Management and Alate Pest Control, located in Anaheim, California. This contract will be for an initial term of two years, commencing upon Board approval, with three 1-year renewal options, not to exceed a total of five years.
3. Delegate authority to the Director of Public Works to execute this contract; to renew it for each additional renewal option, if, in the opinion of the Director, renewal is warranted; to grant month-to-month extensions of the final contract term not exceeding a total of six months, for the convenience of the County; and to terminate the contract, if, in the opinion of the Director, it is in the best interest of the County to do so.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this action is to award the contract for as-needed sewer maintenance roach control services. The work to be performed consists of chemical dusting of manholes within the County's Consolidated Sewer Maintenance District and its contract cities main sewer lines. The purpose of this action is to continue contracting for this service, which has been contracted since 2001.

Implementation of Strategic Plan Goals

The award of this contract is consistent with the County Strategic Plan Goals of Service Excellence and Organizational Effectiveness as the contractor has the specialized expertise to provide this service accurately, efficiently, timely, and in a responsive manner.

FISCAL IMPACT/FINANCING

There will be no impact on net County cost. The contract is for an annual amount not to exceed \$47,373.

Financing for the initial two years is included in Public Works' 2006-07 Consolidated Sewer Maintenance District Fund, Marina Sewer Maintenance District Fund, proposed 2007-08 Consolidated Sewer Maintenance District Fund, and the proposed 2007-08 Marina Sewer Maintenance District Fund. Financing for the remaining three years will be included in the future years' budget requests.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Prior to the Director executing this contract, which will be substantially similar to Enclosure A, the contractor will sign and County Counsel will review it as to form. This contract will commence upon Board approval for an initial period of two years. With the Board's delegated authority, the Director may renew this contract for a total contract period not to exceed five years.

Public Works has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to this recommended contract, which is for services required on an as-needed, intermittent basis; hence, this contract is not a Proposition A contract (Los Angeles County Code Chapter 2.121).

ENVIRONMENTAL DOCUMENTATION

This service is categorically exempt from CEQA pursuant to Section 15301 of Title 14 of the California Code of Regulations (State CEQA Guidelines) and Class 1.c of the Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987.

CONTRACTING PROCESS

On June 22, 2006, Public Works solicited proposals from 86 independent contractors and community business enterprises to accomplish this work. Also, a notice of the Request for Proposals (RFP) was placed on the County's bid website (Enclosure B) and an advertisement was placed in the *Los Angeles Times*.

Pursuant to the Memorandum of Understanding, the RFP of this contracted service was submitted on June 21, 2006, to the Local 660 Union for review before being released to the public. The Union declined to meet with Public Works.

On July 20, 2006, three proposals were received. The proposals were first reviewed to ensure they met the mandatory requirements outlined in the RFP. Two proposals were withdrawn by their proposers due to errors in their quoted unit price. The remaining proposal having met these requirements, was then evaluated by an evaluation committee consisting of Public Works staff. The committee's evaluation was based on criteria described in the RFP, which included the price, experience, work plan, references, and equipment. Based on this evaluation, it is recommended that this contract be awarded to proposer, Pest Options, Inc., d.b.a. Landscape Pest Management and Alate Pest Control, located in Anaheim, California. The Contractor was found to be responsive and responsible and will provide the requested services at a reasonable price.

Enclosure C reflects the proposer's minority participation. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

This contract contains terms and conditions supporting Board-sponsored policies, such as contractor responsibility and debarment (revised), jury service requirements, the Safely Surrendered Baby Law, and charitable activities compliance.

Proof of the required Comprehensive General and Automobile Liability insurance policies, naming the County as additional insured, and evidence of Workers'

The Honorable Board of Supervisors
October 31, 2006
Page 4

Compensation insurance will be obtained from the contractor before any work is assigned.

As requested by your Board, the contractor has submitted a safety record that reflects the activities conducted by the contractor in the past have been according to reasonable standards of safety.

In accordance with the Chief Administrative Officer's June 15, 2001, instructions, this is Public Works' assurance that this contractor will not be requested to perform services that will exceed the contract's approved amount, scope of work, and/or terms.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this contract will not result in the displacement of any County employees, as these services have been contracted with the private sector.

CONCLUSION

One adopted copy of this letter is requested.

Respectfully submitted,

DONALD L. WOLFE
Director of Public Works

JA

P:\aspub\CONTRACT\Jeanette\ROACH CONTROL\2006\BD LTR-DELEGATED CONTRACT LTRHD 0403406.doc

Enc. 3

cc: Chief Administrative Office
County Counsel

SAMPLE AGREEMENT FOR
AS-NEEDED SEWER MAINTENANCE ROACH CONTROL PROGRAM

THIS AGREEMENT, made and entered into this ____ day of _____, 2006, by and between the LOS ANGELES COUNTY CONSOLIDATED SEWER MAINTENANCE DISTRICT AND THE MARINA SEWER MAINTENANCE DISTRICT (hereinafter referred to as DISTRICTS) and PEST OPTIONS, INC., d.b.a. LANDSCAPE PEST MANAGEMENT and ALATE PEST CONTROL, a California Corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by Board of Supervisors of said DISTRICTS of the CONTRACTOR'S Proposal filed with the DISTRICTS on July 20, 2006, hereby agrees to provide services as described in the attached specifications for As-Needed Sewer Maintenance Roach Control Program, including, but not limited to, Exhibit A, Scope of Work.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E; Exhibit F; the County of Los Angeles Department of Public Works Sewer Maintenance Facilities; and the CONTRACTOR'S Proposal, all attached hereto; the Requests for Proposals; and Addenda to the Request for Proposals, are incorporated herein by reference and are agreed by the DISTRICTS and the CONTRACTOR to constitute an integral part of the Contract documents.

THIRD: The DISTRICTS agree, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the County of Los Angeles Director of Public Works (Director), to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2, an amount not to exceed \$47,373 per year or such greater amount as the Board may approve (Maximum Contract Sum).

FOURTH: This Contract's initial term shall be for a period of two years commencing upon Board approval. At the discretion of the DISTRICTS, this Contract may be extended in increments of one year, not to exceed a total contract period of five years. The DISTRICTS, acting through the Director, may give a written notice of intent to extend this Contract at least 30 days prior to the end of each term. In addition, upon notice of at least 30 days, the Director may extend the final contract term on a month-to-month basis, not to exceed a total of six months, for the convenience of the DISTRICTS.

FIFTH: The CONTRACTOR shall bill monthly, in arrears, for the work performed during the preceding month. Work performed shall be billed at the unit prices quoted in Form PW-2, Schedule of Prices.

//

SIXTH: Public Works will make payment to the CONTRACTOR within 30 days of receipt of a properly completed invoice. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. The invoices shall be submitted to:

County of Los Angeles Department of Public Works
Attention Fiscal Division, Accounts Payable
P.O. Box 7508
Alhambra, CA 91802-7508

SEVENTH: In no event shall the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

EIGHTH: The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

NINTH: The CONTRACTOR shall not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. CONTRACTOR shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing.

TENTH: No cost-of-living adjustments shall be granted for the optional renewal periods.

ELEVENTH: In the event that terms and conditions of the CONTRACTOR'S Proposal conflict with the DISTRICTS' specifications, requirements, terms, and conditions as reflected in this AGREEMENT, including, but not limited to, Exhibits A through Exhibit F, inclusive, the DISTRICTS' provisions shall control and be binding.

TWELFTH: The CONTRACTOR agrees in strict accordance with the Contract specifications and conditions to meet the DISTRICTS' requirements.

THIRTEENTH: This Contract constitutes the entire AGREEMENT between the DISTRICTS and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings.

//
//
//
//
//

IN WITNESS WHEREOF, the DISTRICTS have, by order of their governing bodies, the County of Los Angeles Board of Supervisors, caused these presents to be subscribed by the Director of Public Works on behalf of the DISTRICTS, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

LOS ANGELES COUNTY
CONSOLIDATED SEWER
MAINTENANCE DISTRICT AND THE
MARINA SEWER MAINTENANCE
DISTRICT

By _____
Director of Public Works

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy

PEST OPTIONS, INC., d.b.a.
LANDSCAPE PEST MANAGEMENT
and ALATE PEST CONTROL

By _____
Its President

Type or Print Name

By _____
Its Secretary

Type or Print Name

Bid Information

Bid Number : PW-ASD 623
Bid Title : AS-NEEDED SEWER MAINTENANCE ROACH CONTROL PRORAM
Bid Type : Service
Department : Public Works
Commodity : PEST CONTROL (OTHER THAN BUILDINGS)
Open Date : 6/22/2006
Closing Date : 7/20/2006 5:30 PM
Notice of Intent to Award : [View Detail](#)
Bid Amount : N/A
Bid Download : Not Available
Bid Description : June 22, 2006

**NOTICE OF REQUEST FOR PROPOSALS FOR
AS-NEEDED SEWER MAINTENANCE ROACH CONTROL PROGRAM**

PLEASE TAKE NOTICE that Public Works requests proposals for a contract for the As Needed Sewer Maintenance Roach Control Program. The total annual cost of this service is estimated to be \$30,000. Proposers must meet all minimum requirements set forth in the Request for Proposals (RFP) document, including, but not limited to, submission of copies of the Proposer's, employees', and/or subcontractors' licenses, including the Agricultural Pest Control Business License and the qualified applicator license, with the appropriate pest control category (Category A, Residential and Industrial Pest Control). If not enclosed with this letter, the RFP with contract specifications, forms, and instructions for preparing and submitting proposals may be requested by accessing this link at <ftp://dpwftp.co.la.ca.us/solicitationdocuments/asd/roachcontrol.pdf> or from Mr. Christopher Nguyen at (626) 458 4050, Monday through Thursday, 7 a.m. to 5:45 p.m.

A Proposers' Conference will be held on Thursday, July 6, 2006, at 2 p.m. at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in Conference Room B. ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE IS MANDATORY. Public Works will reject proposals from those whose attendance cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. After the Conference, it may be impossible to respond to further requests for information. The deadline to submit proposals is Thursday, July 20, 2006, at 5:30 p.m. Please direct your questions to Mr. Nguyen at the number above.

The conference facility complies with the Americans with Disabilities Act (ADA). With four business days' notice, Public Works will make all reasonable efforts to provide information in alternate formats and other accommodations for people with disabilities. For the ADA Coordinator, please call (626) 458 4081 or TDD at (626) 282 7829, Monday through Thursday, 7 a.m. to 5:30 p.m.

Contact Name : Christopher Nguyen
Contact Phone# : (626) 458-4050
Contact Email : cbnguyen@ladpw.org
Last Changed On : 6/28/2006 1:06:04 PM

County of Los Angeles
**Request for Local Small Business Enterprise (SBE) Preference Program Consideration and
 CBE Firm/Organization Information Form**

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME: PEST Options, INC.

My County (WebVen) Vendor Number: 13202901

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

I AM NOT A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.

I AM

As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: Sole Partnership Corporation Nonprofit Franchise

Other (Please Specify):

Total Number of Employees (including owners): 16

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/Associated Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino			1	1	7	
Asian or Pacific Islander						
American Indian						
Filipino						
White	1	1	2		3	

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	48 %
Women	%	%	%	%	%	52 %

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature: [Signature] Title: CEO Date: 07/18/06