



MARK PESTRELLA, Director

**COUNTY OF LOS ANGELES  
DEPARTMENT OF PUBLIC WORKS**

*"To Enrich Lives Through Effective and Caring Service"*

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

IN REPLY PLEASE  
REFER TO FILE

October 17, 2017

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

Dear Supervisors:

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

41 October 17, 2017

LORI GLASGOW  
EXECUTIVE OFFICER

**SERVICES CONTRACT  
ENVIRONMENTAL SERVICES CORE SERVICE AREA  
AWARD OF SERVICES CONTRACTS FOR  
AS-NEEDED HAUL TRUCK SERVICES PROGRAM  
(ALL SUPERVISORIAL DISTRICTS)  
(3 VOTES)**

**SUBJECT**

This action is to award ten services contracts for as-needed haul truck services program throughout the County of Los Angeles.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the contract work is categorically exempt from the provisions of the California Environmental Quality Act.
2. Award ten contracts for as-needed haul truck services program in an annual aggregate sum of \$10 million to April's Dispatch; Albert A. Blacksher Trucking; Keep It Moving Inc.; and to the following seven Local Small Business Enterprises: T&M Projects, Inc., dba T&M Construction; L.A.C. Motor Enterprises, Inc.; Miranda Logistics Enterprise, Inc.; JLE Broker, Inc.; ABT Transport and Equipment; L. Curti Truck and Equipment; and Reynaga Transportation Inc. These contracts will be for a term of 1 year commencing on November 1, 2017, or upon Board's approval, whichever occurs last, with three 1-year renewal options, and a month to month extension up to 6 months for a maximum potential contract term of 54 months with a maximum potential contract sum of \$45 million.

3. Authorize the Director of Public Works or his designee to execute these contracts; to renew these contracts for each additional renewal option and extension periods if, in the opinion of the Director of Public Works or his designee, each individual contractor has successfully performed during the previous contract period and the services are still required; to approve and execute amendments to incorporate necessary changes within the scope of work; and to suspend work if, in the opinion of the Director of Public Works or his designee, it is in the best interest of the County to do so.

4. Authorize the Director of Public Works or his designee to annually increase the aggregate program amount up to an additional 10 percent of the annual contract sum for unforeseen, additional work within the scope of the contract, if required, and fuel cost adjustments in accordance with these contracts.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended action is to provide as-needed and intermittent haul truck services throughout the County of Los Angeles. The work to be performed will consist of providing support to road clearing and debris basin cleanout operations to meet critical time requirements in response to emergency conditions.

### **Implementation of Strategic Plan Goals**

The Countywide Strategic Plan directs the provisions of Strategy II.2, Support the Wellness of our Communities, and Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability. The contractors who have the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive manner will support Public Works in meeting these goals.

### **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund.

The program is for an aggregate annual sum of \$10 million plus 10 percent for additional work within the scope of the contracts and fuel cost adjustments in accordance with these contracts. This amount is based on Public Works' estimated annual utilization of the contractors' services.

These contracts will be for a term of 1 year commencing on November 1, 2017, or upon Board's approval, whichever occurs last, with three 1-year renewal options, and a month-to-month extension for up to 6 months for a maximum potential term of 54 months and a potential maximum aggregate program sum of \$45 million.

Funding for these services is included in the Fiscal Year 2017-18 Road Fund Budget and Internal Service Fund Budget, which will be reimbursed by the Flood Control District Fund. Funds to finance these contracts' optional years and 10 percent additional funding for contingencies will be requested through the annual budget process.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The ten recommended contractors are April's Dispatch, located in Burbank, California; Albert A. Blacksher Trucking, located in Carson, California; Keep It Moving Inc., located in Los Angeles, California; and to the following seven Local Small Business Enterprises: T&M Projects, Inc., dba

T&M Construction, located in San Pedro, California; L.A.C. Motor Enterprises, Inc., located in San Dimas, California; Miranda Logistics Enterprise, Inc., located in Los Angeles, California; JLE Broker, Inc., located in Downey, California; ABT Transport and Equipment, located in West Covina, California; L. Curti Truck and Equipment, located in Claremont, California; and Reynaga Transportation Inc., located in Whittier, California. These contracts will commence on November 1, 2017, or upon Board's approval, whichever occurs last. With the Board's delegated authority, the Director of Public Works or his designee may renew these contracts for three 1 year renewal options, and a month to month extension up to 6 months for a maximum potential total contract term of 54 months.

As part of Public Works' Workforce Reinvestment Plan, a contract analysis is currently underway to determine possible alternate service delivery through permanent County labor. We expect to complete our analysis and brief the Board on our findings by the end of March 2018.

These contracts will be in the form substantially similar to the form previously reviewed and approved by County Counsel (Enclosure A). Prior to the Director of Public Works or his designee executing these contracts, the contractors will sign and County Counsel will review them as to form. The recommended contracts with the contractors listed above were solicited on an open-competitive basis and are in accordance with applicable Federal, State, and County requirements.

These standard service contracts contain terms and conditions in compliance with the Board's ordinances, policies, and programs. Enclosure C reflects the contractors' minority participation. Data regarding the proposers' minority participation is on file with Public Works. The contractors were selected upon final analysis and consideration without regard to race, creed, gender, or color.

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

Pursuant to the applicable Memorandum of Understanding, the Request for Proposals (RFP) for this solicitation was submitted on November 3, 2016, to the appropriate union for review. The union has not asked to meet with Public Works regarding this solicitation.

These contracts do not allow for a Cost of Living Adjustments for the optional periods, however, these contracts contain a provision for fuel adjustments on an annual basis.

## **ENVIRONMENTAL DOCUMENTATION**

These services are categorically exempt from the provisions of the California Environmental Quality Act. These services are within class of projects that have been determined not to have a significant effect on the environment in that it meets the criteria set forth in Section 15301 (c) of the California Environmental Quality Act.

## **CONTRACTING PROCESS**

On February 22, 2017, a notice of the RFP was placed on the County's "Doing Business With Us" website (Enclosure B), Public Works' "Business Opportunities" website, Twitter, and an advertisement was placed in the Los Angeles Daily Journal, Los Angeles Sentinel, and

La Opinion Advertisement. Also, Public Works informed 1,322 Local Small Business Enterprise and 87 independent contractors and Community Business Enterprises about this business opportunity.

On April 17, 2017, twelve proposals were received. The proposals were first reviewed to ensure they met the minimum mandatory requirements in the RFP. All proposals having met these requirements were then evaluated by an evaluation committee consisting of Public Works staff. The evaluation was based on criteria described in the RFP, which included experience, work plan, and references utilizing the informed averaging methodology for applicable criteria. The RFP allowed the award of up to ten contracts to proposers whose proposals were rated the highest based on the evaluation criteria. Based on this evaluation, it is recommended that these contracts be awarded to the ten highest-rated, apparent responsive, and responsible proposers in this solicitation. Seven of these recommended proposers are Local Small Business Enterprises.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The award of these contracts will not result in the displacement of any County employees as these services are presently contracted with the private sector.

### **CONCLUSION**

Please return one adopted copy of this Board letter to the Department of Public Works, Business Relations and Contracts Division.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Mark Pestrella". The signature is fluid and cursive, with the first name "Mark" and last name "Pestrella" clearly distinguishable.

MARK PESTRELLA

Director

MP:JQ:ep

Enclosures

c: Chief Executive Office (Chia-Ann Yen)  
County Counsel  
Executive Office

AGREEMENT FOR  
AS-NEEDED HAUL TRUCK SERVICES PROGRAM (2017-AN012)

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and April's Dispatch, a Sole Proprietor (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on April 17, 2017, hereby agrees to provide services as described in this Contract for As-Needed Haul Truck Services Program (2017-AN012).

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, Defaulted Property Tax Reduction Program; Exhibit F, Performance Requirements Summary; Exhibit G, Sample Invoice; Exhibit H, Sample Closing Statement; Exhibit I, Sample Driver List; Exhibit J, Sample Haul Truck Summary; Exhibit K, Sample Fuel Adjustment Calculation; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2. In no event, will the COUNTY pay any and all Contractors providing service under this Program an aggregate annual amount to exceed \$10 million or such greater amount as the Board may approve (Maximum Contract Sum).

FOURTH: The CONTRACTOR selection for work will be based on the CONTRACTOR'S ranking and established availability based on the criteria outlined in Part I, Section 4.E, Evaluation Criteria, of the Request for Proposals. Based on your company's final score, your company has been ranked first. The COUNTY will offer work to all CONTRACTORS on a rotating sequence, beginning with the highest evaluated CONTRACTOR. One call will be made, and the CONTRACTOR will have one hour to respond. In the event, there is no answer or the CONTRACTOR selected is not available or cannot perform the work within the COUNTY'S time frame, the COUNTY will then offer the work to the next CONTRACTOR in the rotation.

This process will be repeated with the remaining CONTRACTORS until a CONTRACTOR is found to be available and capable to accomplish the work. Once a CONTRACTOR has been offered an assignment, that CONTRACTOR'S name is then

rotated to the bottom of the rotation, whether the offer has been accepted or not. The CONTRACTORS will only be contacted again for work after each remaining CONTRACTOR on the list has, in order, been given an opportunity for the next job assignment.

FIFTH: This Contract's initial term shall be for a period of one year commencing on November 1, 2017, or upon Board's approval, whichever occurs last. The COUNTY shall have the sole option to renew this Contract term for up to three additional one-year period and six month-to-month extensions, for a maximum total Contract term of four years and six months. Each such option shall be exercised at the sole discretion of the COUNTY. The COUNTY, acting through the Director, may give a written notice of intent to renew this Contract at least ten days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of renewing the Contract for the full one year, this Contract may be renewed on a month-to-month basis, upon written notice to the CONTRACTOR at least ten days prior to the end of a term. The Director will provide a written notice of nonrenewal at least ten days before the last day of any term, in which case this Contract shall expire as of midnight, on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal.

SIXTH: The CONTRACTOR shall bill semimonthly, in arrears, for the work performed during the preceding month. Work performed shall be billed at the hourly rates listed in Form PW-2, Schedule of Prices. All invoices shall be submitted in the format provided in Exhibit G, Sample Invoice.

SEVENTH: Public Works will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed and undisputed invoice. However, should the CONTRACTOR be certified by the COUNTY as a Local Small Business Enterprise, payment will be made in accordance with Board of Supervisors Policy No. 3.035, Small Business Liaison and Prompt Payment Program. 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

EIGHTH: In no event shall the aggregate total amount of compensation paid to any and all contractors under this Program exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

NINTH: 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.

TENTH: 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. The 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. The CONTRACTOR shall send written notification to the Contract Manager when this Contract is within six months from expiration of the term as provided for hereinabove.

ELEVENTH: No Cost-Of-Living Adjustments (COLAs) shall be granted for the optional renewal periods.

TWELFTH: The Director may adjust 20 percent of the hourly rate of compensation set forth in Form PW-2 (Schedule of Prices) based on the increase or decrease in the fuel price published in the Official Energy Statistics from the United States Department of Energy website at [http://tonto.eia.doe.gov/dnav/pet/pet\\_pri\\_gnd\\_dcus\\_sca\\_m.htm](http://tonto.eia.doe.gov/dnav/pet/pet_pri_gnd_dcus_sca_m.htm) or other County-approved website for Diesel (On-Highway) and Gasoline - All Grades (Regular) for California, at [http://tonto.eia.doe.gov/dnav/pet/pet\\_pri\\_prop\\_dcu\\_r50\\_m.htm](http://tonto.eia.doe.gov/dnav/pet/pet_pri_prop_dcu_r50_m.htm) or other County-approved website for Liquid Propane Gas (LPG) using West Coast (PADD 5) "Commercial/Institutional," and at [http://www.eere.energy.gov/afdc/price\\_report.html](http://www.eere.energy.gov/afdc/price_report.html) or other County-approved website for Compressed Natural Gas (CNG) Clean Cities Alternative Fuel Price Report, Table 5, Compressed Natural Gas Average Prices by Region from Clean Cities Sources "West Coast," as appropriate to the vehicle used, beginning on the month of this Contract's start date and thereafter at each successive one-month interval, which shall be the effective date for any such fuel adjustment. The percentage change in the fuel price shall be obtained using the fuel prices published on the month of the proposal submission date and the fuel price most recently published for the month of effective date of the adjustment. However, when the percentage increase or decrease in the fuel price is less than 5 percent, no fuel adjustment will be granted. In the event the fuel adjustment is granted, the fuel adjustment (increase or decrease) will be added to or subtracted from, as applicable, the hourly rate of compensation to establish the adjusted hourly rate of compensation. A sample calculation is included in Exhibit K. Public Works shall be permitted to audit the CONTRACTOR'S fuel usage, fuel costs, and fuel procurement methods for the vehicles used in providing these services and the CONTRACTOR shall provide records pertaining to its fuel costs upon the COUNTY'S request. CONTRACTOR shall immediately notify the COUNTY if the CONTRACTOR changes from purchasing fuel using Market Prices, to a long-term agreement for fuel purchases.

THIRTEENTH: In the event that terms and conditions, which may be listed in the CONTRACTOR'S Proposal, conflict with the COUNTY'S specifications, requirements, and terms and conditions as reflected in this AGREEMENT including, but not limited to, Exhibits A through K, inclusive, the COUNTY'S provisions shall control and be binding.

FOURTEENTH: The CONTRACTOR agrees in strict accordance with the Contract specifications and conditions to meet the COUNTY'S requirements.

SIXTEENTH: This Contract constitutes the entire agreement between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings.

Page 4 of 5



IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Director of Public Works

APPROVED AS TO FORM:

MARY C. WICKHAM  
County Counsel

By \_\_\_\_\_  
Deputy

APRIL'S DISPATCH

By \_\_\_\_\_  
Its President

\_\_\_\_\_  
Type or Print Name

By \_\_\_\_\_  
Its Secretary

\_\_\_\_\_  
Type or Print Name

## Enclosure B

## Bid Detail Information

**Bid Number :** PW-CBAD974

**Bid Title :** As-Needed Haul Truck Services (2017-AN012)

**Bid Type :** Service

**Department :** Public Works

**Commodity :** TRUCKS, PLATFORM - MATERIAL HANDLING

**Open Date :** 2/22/2017

**Closing Date :** 3/22/2017 5:30 PM

**Bid Amount :** \$ 10,000,000

**Bid Download :** Not Available

**Bid Description :** PLEASE TAKE NOTICE that Public Works requests proposals for a contract for the As-Needed Haul Truck Services (2017-AN012). The County may award up to ten Contracts to Proposers whose proposals are rated the highest based on the evaluation criteria in Part I, Section 4.E, Evaluation Criteria of this Request for Proposals (RFP). These contracts have been designed to have a potential maximum contract term of 5 years, consisting of an initial 1-year term and potential additional four 1-year option renewals. The total annual aggregate contract amount of this service is estimated to be \$10 million. The RFP with contract specifications, forms, and instructions for preparing and submitting proposals may be accessed at <http://dpw.lacounty.gov/cbad/servicecontracts/> or may be requested from Mr. Jairo Flores at (626) 458-4069 or [jflores@dpw.lacounty.gov](mailto:jflores@dpw.lacounty.gov), Monday through Thursday, 7 a.m. to 5 p.m.

PLEASE CHECK THE WEBSITE FREQUENTLY FOR ANY CHANGES TO THIS SOLICITATION. ALL ADDENDA AND INFORMATIONAL UPDATES WILL BE POSTED AT <http://dpw.lacounty.gov/cbad/servicecontracts>.

Public Works Business Opportunities Website Registration:

All interested proposers for this RFP are strongly encouraged to register at <http://dpw.lacounty.gov/general/contracts/opportunities/>. Only those firms registered for this RFP through the website will receive automatic notification when any update to this RFP is made. County does not have an obligation to notify any proposers other than through the Public Works website automatic notification system.

Doing Business with Local Small Business Enterprise, Disabled Veteran Business Enterprise, and Social Enterprise:

The County strongly encourages participation from firms, primes, and subcontractors, which are certified in the Countys Local Small Business Enterprise (LSBE), Disabled Veteran Business Enterprise (DVBE), and Social Enterprise (SE) Preference Programs. The Countys LSBE, DVBE, and SE Preference Programs require firms to complete a certification process to receive certain benefits allowed only for LSBE, DVBE, and SE, such as a 15 percent price preference, not to exceed \$150,000, when applicable, and LSBE Prompt Payment Program. The following link provides additional information on being County certified LSBE, DVBE, and SE: <http://dcba.lacounty.gov>.

Minimum Mandatory Requirements: Proposers must meet all minimum requirements set forth in the RFP document at the time of proposal submission including, but not limited to:

1. Proposer or its managing employee must have a minimum of 3 years of experience as a truck operator or a haul truck broker.
2. Proposer must submit Form PW-19, Truck and Driver List, with their planned list of 20 trucks with drivers available to perform work under this contract.
3. Proposer must submit a Bid Guarantee in the amount of \$2,000 with the proposal at the time of proposal submission. The successful contractors will be required to provide a payment bond.
4. Proposer and/or its subcontractor(s), if any, must submit proof of a valid and active State of California Department of Industrial Relations Public Works Contractor Registration pursuant to Labor Code 1725.5. Pending registrations will not be accepted.

A Proposers Conference will be held on Wednesday, March 8, 2017, at 9:00 a.m. at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in Conference Room A. ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE AT THE CONFERENCE IS MANDATORY. Public Works will reject proposals from those whose attendance at the conference cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. After the conference, Proposers must submit questions in writing and request information for this solicitation within three business days from the date of the conference.

The deadline to submit proposals is Wednesday, March 22, 2017, at 5:30 p.m. Please direct your questions to Mr. Flores at the number listed on the previous page

**Contact Name :** Jairo Flores

**Contact Phone# :** (626) 458-4069

**Contact Email :** [jflores@dpw.lacounty.gov](mailto:jflores@dpw.lacounty.gov)

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[Back to Last Window](#)

**COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS  
CONTRACTOR'S UTILIZATION PARTICIPATION FOR  
AS-NEEDED HAUL TRUCK SERVICES PROGRAM**

**SELECTED FIRMS**

	Small-Sized Business Category Contractor Name	Local SBE	SBE	Minority	Women	Disadvantaged	Disabled/Vet
1	April Dispatch						
2	T&M Projects	X	X		X		
3	Albert A. Blacksher Trucking						
4	L.A.C. Motors Enterprises, Inc.	X	X	X	X	X	
5	Miranda Logistics Enterprise, Inc.	X	X			X	
6	JLE Broker, Inc.	X	X				
7	ABT Transport and Equipment, Inc.	X	X				
8	Keep It Moving, Inc.						
9	L. Curti Truck and Equipment	X	X			X	
10	Reynaga Transportation, Inc.	X	X			X	
	<b>Medium-Sized Business Category Contractor Name</b>						
11							
	<b>Large-Sized Business Category Contractor Name</b>						
12							

**NON-SELECTED FIRMS**

	Small-Sized Business Category Contractor Name	Local SBE	SBE	Minority	Women	Disadvantaged	Disabled/Vet
13	M.A.D. Transportation, Inc.	X	X	X		X	
14	Alliance Construction Services, Inc.	X	X				
	<b>Medium-Sized Business Category Contractor Name</b>	Local SBE	SBE	Minority	Women	Disadvantaged	Disabled/Vet
15							
	<b>Large-Sized Business Category Contractor Name</b>						
16							