



GAIL FARBER, 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

<http://dpw.lacounty.gov>

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

August 19, 2014

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

19 August 19, 2014

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

**AWARD OF CONTRACT FOR
WATER CONSERVATION AND PUBLIC RELATIONS PROGRAM
(SUPERVISORIAL DISTRICTS 3, 4, AND 5)
(3 VOTES)**

SUBJECT

This action is to award a contract for water conservation and public relations services within the Los Angeles County Waterworks Districts service areas.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the contract work is exempt from the provisions of the California Environmental Quality Act.
2. Award the contract for Water Conservation and Public Relations Program to O'Rorke, Inc. This contract will be for a term of one year commencing upon the Board's approval or execution by both parties, whichever occurs last, in an annual amount not to exceed \$248,676 with four 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential contract term of 66 months and a potential maximum contract sum of \$1,367,718.
3. Authorize the Director of Public Works or her designee to annually increase the contract amount up to an additional 10 percent of the annual contract sum for unforeseen, additional work within the scope of the contract, if required.
4. Authorize the Director of Public Works or her designee to execute the contract; to renew the contract for each additional renewal option and extension period if, in the opinion of the Director of Public Works or her designee, O'Rorke, Inc., 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 her designee, it is in the best interest of the County of Los Angeles to do so.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to provide as-needed and intermittent service to assist the Los Angeles County Waterworks Districts (Districts) with public relations, marketing, education, communication, and advertising efforts and implementation of Water Conservation Best Management Practices (BMP). The implementation of the BMP requires a professional public relations campaign to reach the largest number of the Districts' customers and increase public awareness of the importance of water conservation. The Department of Public Works has contracted for this service since 2007.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provision of Operational Effectiveness/Fiscal Sustainability (Goal 1), Community Support and Responsiveness (Goal 2), and Integrated Service Delivery (Goal 3). The contractor who has 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 contract is for an annual amount of \$248,676 plus 10 percent for additional work within the scope of the contract. This amount is based on the annual price quoted by the contractor and Public Works' estimated annual utilization of the contractor's services.

Funding for this service is included in the Waterworks Districts Funds Fiscal Year 2014-15 Budgets. Funding to finance the contract's optional years and 10 percent additional funding for contingencies will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended contractor is O'Rorke, Inc., located in San Francisco, California. This contract will commence upon the Board's approval or execution by both parties, whichever occurs last, for a period of one year. With the Board's delegated authority, the Director of Public Works or her designee may renew the contract for four 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential total contract term of 66 months.

The contract will be in the form substantially similar to the form previously reviewed and approved by County Counsel (Enclosure A). Prior to the Director or her designee executing this contract, the contractor will sign and County Counsel will review it as to form. The recommended contract with O'Rorke, Inc., was solicited on an open competitive basis and is in accordance with applicable Federal, State, and County requirements. The contractor is in compliance with the requirements of the Chief Executive Officer and the Board.

The award of the contract will not result in unauthorized disclosure of confidential information and will be in full compliance with Federal, State, and County regulations. The contract contains terms and conditions supporting the Board's ordinances, policies, and programs including, but not limited to: the County's Greater Avenues for Independence and General Relief Opportunities for Work Programs (GAIN and GROW), Board Policy No. 5.050; Contract Language to Assist in Placement of Displaced County Workers, Board Policy No. 5.110; Reporting of Improper Solicitations, Board Policy No. 5.060; Notice to Contract Employees of Newborn Abandonment Law (Safely Surrendered Baby Law), Board Policy No. 5.135; Contractor Employee Jury Service Program, Los Angeles County Code, Chapter 2.203; Notice to Employees Regarding the Federal Earned Income Credit (Federal Income Tax Law, Internal Revenue Service Notice 1015); Contractor Responsibility and Debarment, Los Angeles County Code, Chapter 2.202; the Los Angeles County's Child Support Compliance Program, Los Angeles County Code, Chapter 2.200; and Defaulted Property Tax Reduction Program Ordinance, Los Angeles County Code, Chapter 2.206; and the standard Board-directed clauses that provide for contract termination or renegotiation.

Data regarding the proposers' minority participation is on file with Public Works. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

Proof of the required Comprehensive General and Automobile Liability insurance policies, naming the County as additional insured, and evidence of Workers' Compensation insurance will be obtained from the contractor before any work is assigned.

Pursuant to the applicable memorandum of understanding, the Request for Proposals (RFP) for this contracted service was submitted on February 18, 2014, to the appropriate union for review. The union has not asked to meet with Public Works regarding this solicitation.

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

This contract does not allow for a cost-of-living adjustment for the optional years.

ENVIRONMENTAL DOCUMENTATION

These services are to provide as-needed public outreach and educational services, which involve no physical alteration of the areas affected and are exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15322 of CEQA Guidelines.

CONTRACTING PROCESS

On February 19, 2014, Public Works solicited proposals from 532 independent contractors and community business enterprises to accomplish this work. Also, a notice of the RFP was placed on the County's "Doing Business With Us" website (Enclosure B), and an advertisement was placed in the Los Angeles Times.

On March 19, 2014, eight proposals were received. The proposals were first reviewed to ensure they met the minimum 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

The Honorable Board of Supervisors

8/19/2014

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based on criteria described in the RFP, which included the price, experience, work plan, and references, utilizing the informed averaging methodology for applicable criteria. Based on this evaluation, it is recommended that this contract be awarded to the highest-rated, apparent responsive and responsible proposer, O'Rorke, Inc.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this contract will not result in the displacement of any County employees as this service is presently contracted with the private sector.

CONCLUSION

Please return one adopted copy of this letter to the Department of Public Works, Administrative Services Division.

Respectfully submitted,

A handwritten signature in black ink that reads "Gail Farber". The signature is written in a cursive, flowing style.

GAIL FARBER

Director

GF:GZ:cg

Enclosures

c: Chief Executive Office (Rita Robinson)
County Counsel
Executive Office

SAMPLE AGREEMENT FOR

WATER CONSERVATION AND PUBLIC RELATIONS PROGRAM

THIS AGREEMENT, made and entered into this ____ day of _____, 2014, by and between the LOS ANGELES COUNTY WATERWORKS DISTRICT, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as DISTRICT) and O'RORKE, INC., a California Corporation (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 DISTRICT of the CONTRACTOR'S Proposal filed with the DISTRICT on March 19, 2014, hereby agrees to provide services as described in this Contract for Water Conservation and Public Relations Program.

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, LACWD's Service Area Map; Exhibit G, Memorandum of Understanding; Exhibit H, Performance Requirements Summary; 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 DISTRICT and the CONTRACTOR to constitute the Contract.

THIRD: The DISTRICT agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, 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 \$248,676 per year or such greater amount as the Board may approve (Maximum Contract Sum).

FOURTH: Notwithstanding the foregoing, the parties understand and agree that this Contract is nonexclusive, the DISTRICT may enter into other contracts for the performance of the same or similar services, and the CONTRACTOR is not entitled to or guaranteed the assignment of any work hereunder.

FIFTH: This Contract's initial term shall be for a period of one year commencing upon Board approval or execution by both parties, whichever occurs last. The DISTRICT shall have the sole option to renew this Contract term for up to four additional one-year periods, for a maximum total Contract term of five years. Each such option and renewal shall be exercised at the sole discretion of the DISTRICT. The DISTRICT, 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 DISTRICT, in lieu of extending 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, 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.

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 the CONTRACTOR 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 shall be granted for the optional renewal periods.

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

IN WITNESS WHEREOF, the DISTRICT 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.

LOS ANGELES COUNTY
WATERWORKS DISTRICT

By _____
Director of Public Works

APPROVED AS TO FORM:

RICHARD D. WEISS
Acting County Counsel

By _____
Deputy

O'RORKE, INC.

By _____
Its President

Type or Print Name

By _____
Its Secretary

Type or Print Name

Bid Detail Information

Bid Number : PW-ASD 911
Bid Title : WATER CONSERVATION AND PUBLIC RELATIONS PROGRAM (2014-AN017)
Bid Type : Service
Department : Public Works
Commodity : CONSULTING SERVICES - COMMUNICATIONS - PUBLIC RELATIONS
Open Date : 2/19/2014
Closing Date : 3/4/2014 9:00 AM
Bid Amount : \$ 250,000
Bid Download : Not Available
Bid Description : PLEASE TAKE NOTICE that Public Works requests proposals for the contract for Water Conservation and Public Relations Program (2014-AN017). This contract has been designed to have a potential maximum contract term of five years consisting of an initial one-year term and four potential additional one year option renewals. The total annual contract amount of this service is estimated to be \$250,000. The Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be accessed at <http://dpw.lacounty.gov/asd/contracts> or may be requested from Ms. Samantha Tsui at (626) 458 4050, stsui@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/asd/contracts>.

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

Important Note: Our campaign will promote the technical aspect of water conservation, supporting engineering staff, and representing the Los Angeles County Waterworks Districts to its customers, which requires the senior-level management experience described.

1. Proposer or its managing employee must have a minimum of ten years of experience performing similar type of service solicited. Ten years of experience can be a combination of seven years of similar public relations campaigns and at least three years in water conservation, water use efficiency, or environmental awareness campaigns. This requirement cannot be met through the use of a subcontractor's experience.

2. Proposer's supervising employee must have at least three years of experience in public relations campaign for water use efficiency, water conservation awareness, other environmental outreach campaigns, and other services solicited. This requirement cannot be met through the use of a subcontractor's experience.

A Proposers' Conference will be held on Tuesday, March 4, 2014, at 9 a.m. at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in Conference Room B. 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. After the third business day, we may not be able to respond to further requests for information.

The deadline to submit proposals is Wednesday, March 19, 2014, at 5:30 p.m. Please direct your questions to Ms. Tsui at the number listed on the previous page.

Contact Name : Samantha Tsui
Contact Phone# : (626) 458-4050
Contact Email : stsui@dpw.lacounty.gov
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