



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

October 14, 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:

**AWARD OF CONTRACT FOR
SECONDARY SCHOOL ENVIRONMENTAL EDUCATION PROGRAM
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

This action is to award a contract for Secondary School Environmental Education Program, which is a program to educate students in public/private middle and high schools (7-12 grade) by implementing environmental service learning projects on school campuses or throughout their community.

IT IS RECOMMENDED THAT THE BOARD:

1. Award the contract for Secondary School Environmental Education Program in a contract sum of \$1,340,000 for the initial two-year term and \$670,000 annually for the subsequent option years to TreePeople, Inc. This amount includes \$27,000 annually for reimbursement of field trip transportation fees in accordance with the contract. This contract will be for a term of two years commencing upon the Board's approval or execution by both parties, whichever occurs last, with four 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential contract term of 78 months with a maximum potential contract sum of \$4,355,000.
2. 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.
3. 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

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

19 October 14, 2014

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Public Works or her designee, the TreePeople, 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 award a contract for Secondary School Environmental Education Program in order to educate students in public/private middle and high schools (7-12 grade) by implementing environmental service learning projects on school campuses or throughout their community. The program will address household hazardous waste/electronic waste, the four R's (Reduce, Reuse, Recycle, Rethink), other waste reduction messages, water conservation, and stormwater pollution prevention. The Department of Public Works has contracted for this service since 1998.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provisions 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 this service 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 \$1,340,000 for the initial two-year term and \$670,000 annually for the subsequent option years, which includes \$27,000 annually for reimbursement of field trip transportation fees in accordance with the contract 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 our estimated annual utilization of the contractor's services.

Funding for this service is included in the Solid Waste Management Fund and Internal Service Fund Fiscal Year 2014-15 Budgets, which will be reimbursed by the Flood Control District Fund Budget. When the need arises for services under this contract, financing the required service will be from the appropriate fund source. The total annual expenditures for this service, however, will not exceed the contract amount approved by the Board. Funds 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 TreePeople, Inc., located in Beverly Hills, California. This contract will commence upon the Board's approval or execution by both parties, whichever occurs last, for a period of two years. 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 78 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 TreePeople, 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 this contract will not result in unauthorized disclosure of confidential information and will be in full compliance with Federal, State, and County regulations. This 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 and Sexual Misconduct Liability 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 March 17, 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

In accordance with Section 15378 of the California Environmental Quality Act Guidelines (CEQA), approval of the recommended action does not constitute a project and, hence, is not subject to the requirements of CEQA.

CONTRACTING PROCESS

On March 18, 2014, Public Works solicited proposals from 607 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 April 14, 2014, two proposals were received. The proposals were first reviewed to ensure they met the minimum requirements in the RFP. One proposal was disqualified for not meeting the mandatory minimum requirements of the RFP. The other proposal having met these requirements was then evaluated by an evaluation committee consisting of Public Works staff. The evaluation was based on criteria described in the RFP, which included the price, experience, work plan, references, and a session for presentation and interview, 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, TreePeople, Inc. Public Works determined the contractor's price to be reasonable for the work requested.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this contract will not result in the displacement of any County employees.

CONCLUSION

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

Respectfully submitted,



GAIL FARBER

Director

GF:GZ:cg

Enclosures

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

AGREEMENT FOR

SECONDARY SCHOOL ENVIRONMENTAL EDUCATION PROGRAM (2014-AN004)

THIS AGREEMENT, made and entered into this ____ day of _____, 2014, 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 TREEPEOPLE, INC., a Non-Profit 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 COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on April 14, 2014, hereby agrees to provide services as described in this Contract for Secondary School Environmental Education Program (2013-AN007).

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, County of Los Angeles Department of Public Works Web Development Standards and Guidelines; Exhibit G, List of Cities and Map within Los Angeles County; Exhibit H, Generation Earth Program Statistics; Exhibit I, Generation Earth Program Project Breakdown by Contract Year (CY); Exhibit J, 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 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 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 \$1,340,000 for the initial two-year term and \$670,000 per year for each option year, which includes \$27,000 annually for reimbursement of field trip transportation fees, 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 the Board-approval or execution by both parties, whichever occurs last. The COUNTY 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 six years. In addition, upon notice of at least ten 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 COUNTY, for a maximum potential Contract term of 6 1/2 years (78 months). Each such option and renewal 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.

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

SIXTH: 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

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. 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.

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

ELEVENTH: 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,

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:

RICHARD D. WEISS
Acting County Counsel

By _____
Deputy

TREEPEOPLE, INC.

By _____
Its President

Type or Print Name

By _____
Its Secretary

Type or Print Name

Bid Detail Information

Bid Number : PW-ASD # 916
Bid Title : As-Needed Secondary School Environmental Education Program (2014-AN004)
Bid Type : Service
Department : Public Works
Commodity : CONSULTING SERVICES-EDUCATION & TRAINING
Open Date : 3/18/2014
Closing Date : 4/14/2014 5:30 PM
Bid Amount : \$ 643,000
Bid Download : Not Available

Bid Description : PLEASE TAKE NOTICE that Public Works requests proposals for the contract for Secondary School Environmental Education Program (2014-AN004). The total annual contract amount of this service shall not exceed \$643,000. Any proposals submitted with an annual contract amount of higher than \$643,000 will be immediately disqualified as nonresponsive. 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 Mr. Edwin Manoukian at (626) 458-4057 or emanoukian@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>.

The County's 7-12 grade education program is called the Generation Earth (GE) Program. The purpose of the GE Program is to educate students in public/private middle and high schools (7-12 grade) by implementing environmental Service Learning projects (as described in Exhibit A, Scope of Work, Section E.5., on pages A.12 to A.17) on school campuses or throughout their community. Projects can include stormwater pollution prevention, water conservation, household hazardous waste/electronic waste, the four R's (Reduce, Reuse, Recycle, and Rethink), and other waste reduction programs. The GE Program is well known among secondary school teachers and students. Information regarding the GE Program can be accessed at www.generationearth.com.

Minimum Requirements: Proposers must meet all minimum requirements set forth in the RFP document including, but not limited to:

1. Proposing entity or its managing employee, who shall be the direct employee of the proposing entity (as defined in Exhibit B, Service Contract General Requirements, Service Contract General Requirements, Section 1.B, Definitions, on page B.2), must have a minimum of five years of experience in planning and implementing public and/or private education and outreach/event programs. The proposal shall include at least two examples of such programs that were conducted within the last ten years by the proposing entity or its managing employee. These information/personnel must be identified by the Proposer in the proposal and Form PW-19, Proposer's Compliance with the Minimum Mandatory Requirements of the RFP.

Important Note: This Minimum Mandatory Requirement must be met by the proposing entity or its managing employee and subcontracting is not allowed.

2. Proposing entity or its managing employee(s), assigned to oversee this Program, who shall be the direct employee of the proposing entity (as defined in Exhibit B, Service Contract General Requirements, Service Contract General Requirements, Section 1.B, Definitions, on page B.2), must have a minimum of three years (36 months) of experience within the last ten years in each of the following fields:

- Environmental-related public and/or private education
- Environmental-related outreach event campaigns
- Coordination of environmental-related Service Learning projects (as described in Exhibit A, Scope of Work, Section E.5., on pages A.12 to A.17)

Such personnel must be identified by the proposer in the proposal and Form PW-19, Proposer's Compliance with the Minimum Mandatory Requirements of the RFP.

Important Note: This Minimum Mandatory Requirement must be met by the proposing entity or its managing employee(s) and subcontracting is not allowed.

3. Proposer's staff assigned to Task 5 (Assist Teachers/Students with Service Learning projects) must have conducted a minimum of five environmental-related Service Learning projects in at least two or more schools within the last ten years. The proposal shall identify at least three examples of such environmental-related Service Learning projects to support this Minimum Mandatory Requirement. Such personnel and Service Learning projects must be identified by the Proposer in the proposal and Form PW-19, Proposer's Compliance with the Minimum Mandatory Requirements of the RFP.

Important Note: Proposer may use a subcontractor(s) to meet this Minimum Mandatory Requirement.

4. Proposer's staff assigned to Task 13, Assessment, shall have a minimum of three years of experience conducting assessments and research evaluations. Such personnel must be identified by the Proposer in the proposal and Form PW-19, Proposer's Compliance with the Minimum Mandatory Requirements of the RFP.

Important Note: Proposer may use subcontractor(s) to meet this Minimum Mandatory Requirement. A Proposers' Conference will be held on Monday, March 31, 2014, at 2 p.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 Monday, April 14, 2014, at 5:30 p.m. Please direct your questions to Mr. Manoukian at (626) 458-4057.

Contact Name : Edwin Manoukian
Contact Phone# : (626) 458-4057
Contact Email : emanoukian@dpw.lacounty.gov
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