



JAMES A. NOYES, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

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IN REPLY PLEASE
REFER TO FILE: **AS-0**

November 21, 2002

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:

JANITORIAL SERVICES FOR THE ALHAMBRA HEADQUARTERS COMPLEX SUPERVISORIAL DISTRICT 5 3 VOTES

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that this service can be more economically performed by an independent contractor than by County employees.
2. Award the contract for "Janitorial Services - Alhambra Headquarters Complex" to ABM Janitorial Services, a corporation, located in Los Angeles, California. This contract will be for a period of one year commencing on December 15, 2002, or upon Board approval, whichever occurs last, with four 1-year renewal options not to exceed a total of five years.
3. Instruct the Chair to sign this contract.
4. Authorize the contractor to proceed with the work in accordance with the contract's specifications, terms, conditions, and requirements.
5. Authorize Public Works to encumber an annual amount not to exceed \$711,962, plus 10 percent for additional, extraordinary, or as-needed janitorial services beyond the contemplated scope of this contract. This amount is based on the contractor's price to perform the work.
6. Delegate authority to the Director of Public Works to renew this contract for the four 1-year renewal options, if, in the option of the Director, renewal is warranted.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Public Works requires janitorial services at its Alhambra Headquarters Complex. Since 1988, Public Works has contracted for this service. The janitorial work to be accomplished includes nighttime cleaning and daytime porter services for our Headquarters, ancillary, and Annex buildings.

Implementation of Strategic Plan Goals

This action is consistent with the County's Strategic Plan Goals of Fiscal Responsibility and Organizational Effectiveness. This contract will improve internal operations through the utilization of this contractor's expertise to effectively provide this service in a timely and cost-effective manner.

FISCAL IMPACT/FINANCING

This contract is for an annual amount not to exceed \$711,962, plus 10 percent for additional, extraordinary, or as-needed janitorial services beyond the contemplated scope of this contract. This amount is based on the contractor's proposed price to perform the work. This contract will commence on December 15, 2002, or upon Board approval, whichever occurs last for a period of one year. With the Board's delegated authority, the Director may renew this contract from year to year for a total contract period not to exceed five years. In any event, this contract may be canceled or terminated at any time by the County without cause upon the giving of at least 30 days' written notice to the contractor.

Funds are available in Public Works' 2002-03 budget to cover the cost of this contract. There will be no impact on net County cost.

Public Works has calculated the cost-effectiveness of contracting for this service. Based on the cost calculations, Public Works has determined that this service can be more economically performed by an independent contractor than by County employees. The Auditor-Controller has reviewed and approved these calculations.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The contractor has properly executed the contract and County Counsel has approved it as to form.

This work is being contracted in accordance with procedures authorized under County Charter Section 44.7, Part 3, and Chapter 2.121 (Contracting with Private Business) of the Los Angeles County Code. The mandatory requirements for contracting set forth in County Code Section 2.121.380 have been met.

Public Works has determined that the contractor complies with the requirements of the Living Wage Program (Los Angeles County Code Chapter 2.201) and agrees to pay its full-time employees providing this service a living wage.

Public Works has confirmed that the Child Support Services Department has received the contractor's Principal Owner Information form in compliance with Los Angeles County Code Chapter 2.200 (Child Support Compliance Program).

CONTRACTING PROCESS

On July 23, 2002, Public Works solicited proposals from 329 independent contractors and community business organizations to accomplish this work. Also, notice of proposal availability was placed on the County's bid website (Enclosure A) and an advertisement was placed in the Los Angeles Times.

On August 28, 2002, twenty-eight proposals were received. These proposals were first reviewed to ensure they met the mandatory requirements as outlined in the Request for Proposals (RFP). Ten proposals were eliminated from further consideration for not meeting various mandatory requirements. The remaining proposals, having met those requirements, were 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 proposers' experience, references, financial resources, and pricing. Based on this evaluation, Public Works is recommending that a contract be awarded to ABM Janitorial Services, a corporation, located in Los Angeles, California, which was found to be the most responsive, responsible proposer.

The contractor received the highest scores in every category other than price and was ranked fifth in that category. Unlike the lower-priced proposals, the contractor received the highest possible score for financial resources which was defined as "financial and business stability ensuring it can continue to pay the living wage ... and can perform the work throughout the term of the contract." The contractor's financial statements were reviewed by Public Works utilizing criteria developed by the Auditor-Controller.

Public Works accessed available resources to review and assess the proposed contractor's past performance, history of labor law violations, and any negative experiences with County contracts. Our review found that the contractor failed to report several labor

law violations. These violations were forwarded to the County's Labor Law Assessment Team for review. At the Assessment Team's recommendation, the contractor's score was reduced by one point. Nevertheless, the contractor remained the highest rated proposer.

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

This contract contains Board-ordered contract terms regarding current and new employee notification of Federal-earned income tax credit, agreement to maximize to the extent possible the use of recycled-content paper products, contractor responsibility and debarment, jury service requirements, and nonpayment for services rendered after expiration or termination of the contract.

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.

As requested by your Board, the contractor has submitted a safety record which, in our opinion, reflects that 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 which 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 this service is presently contracted with the private sector.

CONCLUSION

Please have the original and one copy of the contract signed by the Chair. Please return the signed copy for the contractor to Public Works, together with a conformed copy for Public Works' file. The fully executed original should be retained for your files.

The Honorable Board of Supervisors
November 21, 2002
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One approved copy of this letter is requested.

Respectfully submitted,

JAMES A. NOYES
Director of Public Works

AHF

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Enc. 5

cc: Chief Administrative Office
County Counsel
Auditor-Controller (Dewitt Roberts) (w/o enc.)
Office of Affirmative Action Compliance (Robert Valdez)

A G R E E M E N T

THIS AGREEMENT, made and entered into this _____ day of _____, 2002, 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 ABM Janitorial Services, 5200 South Eastern Avenue, Los Angeles, CA 90040, a corporation, hereinafter referred to as "CONTRACTOR."

W I T N E S S E T H

FIRST: That 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 the 21st day of August 2002, hereby agrees to provide janitorial services at Public Works' headquarters as described in the attached Specifications for "Janitorial Services - Alhambra Headquarters Complex."

SECOND: The Contract Specifications, the Contractor's Proposal, and the Standard Terms and Conditions of Los Angeles County Services Contracts, all attached hereto; Addenda to the Request for Proposals; and the insurance certifications are incorporated herein, and are agreed by the County and the Contractor to constitute an integral part of the Contract documents.

THIRD: The County agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract's Specifications to the satisfaction of the Director of Public Works, to pay the Contractor pursuant to Part I, Section 6, Schedule of Prices, as set forth in the Contractor's Proposal, an annual amount not to exceed \$711,962 or such greater amount as the Board may approve.

FOURTH: In the event that terms and conditions which may be listed in the Contractor's proposal conflict with the County's Specifications, Requirements, Terms, and Conditions, herein, the County's Specifications, Requirements, Terms, and Conditions shall control and be binding.

FIFTH: The Contractor agrees in strict accordance with the Contract Specifications and Conditions to meet the County's requirements.

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

SEVENTH: Notwithstanding Part I, Section 2.1 of the Request for Proposals (“Duration”), the Contract shall be for a period of one year commencing on December 15, 2002, or the date of approval of this agreement by the Board of Supervisors, whichever is later. If it is mutually agreeable to the Contractor and the County, the term of the Contract may be extended in increments of one year, not to exceed a total contract period of five years. The Contractor’s consent to renew this Contract shall be presumed each year unless the Contractor gives the County written notice of intent not to renew not less than 180 days before the end of the then-current term. The County, acting through the Director, may give its consent to renew this Contract by giving the Contractor a written notice of intent to extend the term at least 30 days prior to the end of the then-current term.

EIGHTH: 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.

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IN WITNESS WHEREOF, the County has, by order of its Board of Supervisors, caused these presents to be subscribed by the Chair of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, 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 _____
Chair, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

By _____
Deputy

ABM JANITORIAL SERVICES

By _____
Its President

By _____
Its Secretary