



MARK PESTRELLA, 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
<http://dpw.lacounty.gov>

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

IN REPLY PLEASE
REFER TO FILE

December 03, 2024

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:

SERVICE CONTRACT
ENVIRONMENTAL SERVICES CORE SERVICE AREA
AWARD OF SERVICE CONTRACT
ON-CALL ELEMENTARY SCHOOL ENVIRONMENTAL
EDUCATION PROGRAM
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)

SUBJECT

Public Works is seeking Board approval to award a service contract to Finn Partners, Inc., for on-call elementary school environmental education program throughout the County of Los Angeles.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the contract work is not a project pursuant to the California Environmental Quality Act for the reasons stated in this Board letter.
2. Award the contract to Finn Partners, Inc., for on-call elementary school environmental education program. This contract will be for a term of 1 year 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 maximum potential contract sum of \$5,747,500.
3. Delegate authority to the Director of Public Works or his 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 his designee, Finn Partners, 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 and/or terminate the

contract for convenience if it is in the best interest of the County to do so.

4. Delegate authority to the Director of Public Works or his designee to annually increase the contract amount up to an additional 10 percent of the annual contract sum, which is included in the maximum potential contract sum for unforeseen additional work within the scope of the contract if required, and to adjust the annual contract sum for each option year over the term of the contract to allow for an annual cost-of-living adjustment in accordance with County policy and the terms of the contract.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to award a contract to provide on-call and intermittent elementary school environmental education program services throughout the County of Los Angeles.

The program educates public and private school students from kindergarten through fifth grade (grades K-5) throughout the County of Los Angeles about stormwater pollution prevention, water conservation, household hazardous waste, organic waste, the four Rs (Reduce, Reuse, Recycle, and Rethink), and other waste reduction messages that help preserve the environment. The program has provided waste reduction messages to youth for the last 21 years. The program on average has reached 80,300 students annually through assembly presentations in the last 4 years.

State laws and regulations require that cities and counties in California divert their generated solid waste from disposal in landfills.

Public Works implemented public education programs for students in grades K-12 in the cities and County unincorporated areas as part of the County's efforts to meet waste diversion requirements. The program is offered to all Los Angeles County schools, and schools interested in the program participate.

Another key element of the program has been stormwater pollution prevention. The 2012 National Pollutant Discharge Elimination System Permit for Municipal Separate Storm Sewer System issued by the Los Angeles Regional Water Quality Control Board requires the County, as a Permittee, to educate students in grades K-12 on stormwater pollution prevention.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: North Star 2, Foster Vibrant and Resilient Communities, Focus Area Goal D, Sustainability, Strategy i, Climate Health, by educating students on the importance of climate-resilient communities. The recommended contractor has the specialized expertise to provide these services. By contracting with this contractor, these strategic plan goals can be met accurately, efficiently, timely, and in a responsive manner.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The annual cost is \$950,000 plus 10 percent of the annual contract sum for additional work within the scope of the contract and cost-of-living adjustments in accordance with the contract, including the four 1-year renewal options and a month-to month extension up to 6 months for a maximum potential contract term of 66 months with an estimated maximum potential contract sum of \$5,747,500. This

amount is based on the annual unit prices quoted by the contractor and Public Works' estimated annual utilization of the contractor's services. The County may also authorize an extension of time to the contract's maximum potential term not to exceed 180 days with no additional funding. Adjustments will be made to the annual contract's sum for each option year over the term of the contract to allow for an annual cost-of living adjustment in accordance with County policy and the terms of the contract.

Funding for these services is included in the Solid Waste Management Fund (GD1) and Internal Service Fund (B04) (Services and Supplies) Fiscal Year 2024-25 Budgets. The Internal Service Fund Budget will be reimbursed by the Flood Control District Fund (B07 – Services and Supplies). 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

County Counsel has reviewed the contract as to form, which is substantially similar to the attached draft agreement (Enclosure A). The recommended contract with Finn Partners, Inc., was solicited on an open-competitive basis and is in accordance with applicable Federal, State, and County requirements. This contract will commence on January 1, 2025, or upon final execution by both parties, whichever occurs last.

A standard service contract was used that contains terms and conditions in compliance with the Board's ordinances, policies, and programs. Enclosure B reflects the proposer's utilization participation and community business enterprise program information. Data regarding the proposer's 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.

The current contract has been extended for a maximum of 6 months with a final expiration date of December 31, 2024; however, it will expire upon award and execution of this contract, which will continue the current services beyond the expiration date.

ENVIRONMENTAL DOCUMENTATION

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

CONTRACTING PROCESS

On December 6, 2023, a notice of the Request for Proposals (RFP) was placed on the County's "Doing Business with Los Angeles County" website (Enclosure C), "Do Business with Public Works" website, and X (formerly Twitter). Public Works also notified over 34,000 subscribers on its weekly GovDelivery notification of this RFP. In addition, advertisements were placed in the Los Angeles Daily Journal, Los Angeles Sentinel, La Opinión, The Daily Breeze, The Signal (Santa Clarita), World Journal, The Malibu Times, Press Telegram, and Pasadena Star News. Also, Public Works informed 1,533 Local Small Business Enterprises, 164 Disabled Veteran Business Enterprises, 181 Social Enterprises, 829 Community Business Enterprises, 1,385 Community-Based Organizations, 150 independent contractors, various business development centers, and municipalities about this business opportunity.

On January 10, 2024, one proposal was received. The proposal was 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 interview/presentation utilizing the informed averaging methodology for applicable criteria. Based on this evaluation, it is recommended that this contract be awarded to the responsive and responsible proposer, Finn Partners, Inc. Public Works determined the contractor's price to be reasonable for the work requested. Public Works notified the applicable union on this solicitation.

Public Works has evaluated and determined that the contracted services are required on an on-call and intermittent basis; therefore, Proposition A (Los Angeles County Code Chapter 2.121) and the Living Wage Program (Los Angeles County Code Chapter 2.201) do not apply to this contract.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this contract will continue the services without disruption to the public and 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 Public Works, Environmental Programs Division.

Respectfully submitted,



MARK PESTRELLA, PE
Director

MP:SK:ao

Enclosures

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

AGREEMENT FOR
ON-CALL ELEMENTARY SCHOOL ENVIRONMENTAL EDUCATION PROGRAM
(BRC0000477)

THIS AGREEMENT, made and entered into this _____ day of _____, 2024, 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 FINN PARTNERS, INC., a New York Corporation, located at 1675 Broadway, 10th Floor, New York, New York 10019, (hereinafter referred to as CONTRACTOR). COUNTY and CONTRACTOR are each a Party and collectively referred to as the Parties.

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors (Board) of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on January 10, 2024, hereby agrees to provide services as described in this Contract for On-Call Elementary School Environmental Education Program.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit A.1, Schedule of Prices; 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, Maps and Locations; Exhibit H, Los Angeles County Public Schools; Exhibit I, Los Angeles County Private Schools; Exhibit J, Program Participation and School Enrollment Data; Exhibit K, Environmental Defenders Program School Schedule; Exhibit L, Program Assembly Script; Exhibit M, Teacher Evaluation Form; Exhibit N, Principal Verification Form; Exhibit O, Promotional Items; Exhibit P, Program General Equipment; Exhibit Q, Activity Booklet; Exhibit R, Waiver Release Forms; Exhibit S, Environmental Defenders Pledge Card; Exhibit T, Sample Program Membership Card; and Exhibit U, Public Works IT Requirements for Contractor; 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 \$950,000 per year or such greater amount as the Board may approve (Maximum Contract Sum).

FOURTH: This Contract's initial term will be for a period of 1 year commencing on January 1, 2025, or upon final execution by both parties, whichever occurs last. The COUNTY will have the sole option to renew this Contract term for up to four additional 1-year periods and six month-to-month extensions, for a maximum total Contract term of 5 years and 6 months. Each such option will 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 10 days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of renewing the Contract for the full 1 year, this Contract may be renewed on a month-to-month basis, upon written notice to the CONTRACTOR at least 10 days prior to the end of a term. Further, in accordance with Section 2.A.3 of Exhibit B, Service Contract General Requirements, the COUNTY may, at its sole discretion, authorize extensions of time to the Contract's term, to the extent that extensions of time for Contractor performance do not impact either scope or amount of this Contract, provided the aggregate of all such extensions during the life of this Contract will not exceed 180 days. The Director will provide a written notice of nonrenewal at least 10 days before the last day of any term, in which case this Contract will 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 will bill monthly, in arrears, for the work performed during the preceding month. Work performed will 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 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 must be in triplicate (original and two copies) and must itemize the work completed. The invoices must be submitted to:

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

SEVENTH: In no event will 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 must 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 must 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 must immediately notify the Contract Manager in writing. The CONTRACTOR must send written notification to the Contract Manager when this Contract is within 6 months from expiration of the term as provided for hereinabove.

TENTH: If requested by the Contractor, the contract (hourly, daily, monthly, etc.) amount may, at the sole discretion of the County, be increased at the time of contract renewal, if exercised by the County, based on the most recently published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index for the Los Angeles-Long Beach-Anaheim area for the 12-month period preceding the renewal date, which will be the effective date for any cost-of-living adjustment (COLA). However, any increase will not exceed the general salary movement granted to County employees as determined by the Chief Executive Officer as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted. Upon approval of COLA, a notification will be sent to the Contractor.

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, Exhibits A through U, inclusive, the COUNTY'S provisions will control and be binding.

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

THIRTEENTH: Advertising and Other External Communications About the Project/Contract. Consultant/Contractor shall obtain the County's prior written approval before disclosing or communicating any information concerning the award of the contract, the progress of the work, or the completion of the work, to any non-party, including but not limited to outside media and news organizations. This requirement includes, but is not limited to: (1) a Consultant/Contractor's, application for an award or any other recognition of the Project/Contract; and (2) any advertising or promotion of the Project/Contract and/or the Consultant/Contractor's role on the project. The County retains the sole discretion as to the release of such information, including the right to deny the request for disclosure, the right to direct the timing of the disclosure, and/or the right to direct Consultant/Contractor to make revisions to the information prior to disclosure.

FOURTEENTH: 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. This CONTRACT may be signed by the Parties hereto in separate counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic signatures. Electronic signatures include facsimile or e-mail electronic signatures. Each executed counterpart will be deemed an original. All counterparts, taken together, constitute the executed Agreement.

The Parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, used in connection with the execution of this Agreement and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format will be legal and binding and will have the same full force and effect as if a paper original of this Agreement had been delivered and had been signed using a handwritten signature. Contractor and County (i) agree that an

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:

DAWYN R. HARRISON
County Counsel

By _____
Deputy

Type/Print Name

FINN PARTNERS, INC.

By _____
Its President

Type/Print Name

By _____
Its Secretary

Type/Print Name

PROPOSER'S UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR ON-CALL ELEMENTARY SCHOOL ENVIRONMENTAL EDUCATION PROGRAM

SELECTED FIRMS

Proposer Name (Prime with subcontractors* listed below) *only subcontractors with Utilization Participation are listed.	Local Small Business Enterprise (LSBE)	Small Business Enterprise (SBE)	Minority	Women-Owned	Disadvantaged Business	Disabled Veteran Business Enterprise	Social Enterprise	Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning-Owned Business Enterprise
Finn Partners, Inc.	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Goodwin Simon Strategic Research, Inc.								
TLC Interpreting and Translation Services, Inc.								
The Promotions Department								
After Hours Agency, LLC.								

NON-SELECTED FIRMS

Proposer Name (Prime with subcontractors* listed below) *only subcontractors with Utilization Participation are listed.	Local Small Business Enterprise (LSBE)	Small Business Enterprise (SBE)	Minority	Women-Owned	Disadvantaged Business	Disabled Veteran Business Enterprise	Social Enterprise	Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning-Owned Business Enterprise
None	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

*Information provided by proposers in response to the Request for Proposal. On final analysis and consideration of award, vendors were selected without regard to race, creed, gender, or color.

PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR ON-CALL ELEMENTARY SCHOOL ENVIRONMENTAL EDUCATION PROGRAM

FIRM INFORMATION*		Finn Partners, Inc.
BUSINESS STRUCTURE		Corporation
CULTURAL/ETHNIC COMPOSITION	OWNERS/PARTNERS	
	Black/African American	0
	Hispanic/Latino	0
	Asian or Pacific Islander	0
	Native American	0
	Subcontinent Asian	0
	White	7/100%
	Female (included above)	2/29%
COUNTY CERTIFICATION		
CBE		N
LSBE		N
OTHER CERTIFYING AGENCY		N

*Information provided by proposers in response to the Request for Proposal. On final analysis and consideration of award, vendors were selected without regard to race, creed, gender, or color.



Home (/LACoBids/)

Solicitation Information

Solicitation Number:	BRC0000477		
Title:	On-Call Elementary School Environmental Education Program (BRC0000477)		
Department:	Public Works		
Bid Type:	Service	Bid Amount:	\$950,000.00
Commodity:	CONSULTING SERVICES-EDUCATION & TRAINING		
Description:	PLEASE TAKE NOTICE that Public Works requests proposals for the On-Call Elementary School Environmental Education Progr... More		
Open Day:	12/6/2023	Closed Date:	1/10/2024 5:30:00 PM
Contact Name:	Ani Karapetyan	Contact Phone:	(626) 458-4050
Contact Email:	akarapetyan@pw.lacounty.gov		
Notice of Intent to Award (0):	Click here to view notice intent to award list.		
Solicitation Award (0):	Click here to view award list.		
Last Changed On:	12/27/2023 10:59:46 AM		
Attachment File (1):	Click here to download attachment files.		