

REQUEST FOR PROPOSAL

FOR

EMERGENCY STREET DEBRIS CLEANUP/REMOVAL SERVICES

TOWN OF YUCCA VALLEY



RELEASED ON May 3, 2023

PROPOSAL DUE DATE: JUNE 8, 2023 @ 3:00 PM

May 3, 2023

**NOTICE INVITING SEALED PROPOSALS, EMERGENCY STREET DEBRIS
CLEANUP/REMOVAL SERVICES.**

The Town of Yucca Valley seeks qualified contractors to provide emergency debris cleanup and removal services within the town limits of Yucca Valley.

SUBMITTAL OF PROPOSALS

Four (4) copies of the proposal and one (1) copy of fee proposal shall be submitted in two separate sealed envelopes:

1. Envelope one shall contain the proposal responding to this RFP, firm qualifications, and relevant experience. The envelope to contain an electronic copy of the proposal and fees on a flash drive.
2. Envelope two shall contain the fee to provide services for the service proposal and the terms thereof as described in Envelope One, including maximum limits not to be exceeded.

Proposals shall be submitted to:

Lesley Copeland
Town Clerk
Town of Yucca Valley
57090 29 Palms Highway
Yucca Valley, CA 92284
lcopeland@yucca-valley.org
760-369-6585, Ext 224

Proposals shall be submitted no later than **3:00 p.m. on Thursday, June 8, 2023**. Postmarks and late proposals will not be accepted.

BACKGROUND:

The Town of Yucca Valley is soliciting Requests for Proposals (RFP) from qualified contractors/firms to assist the Public Works Department in the cleanup and removal of debris (Sand/Dirt/Mud) in the event of an emergency or severe storm in the Town of Yucca Valley. Services will be on an on-call basis and will require rapid mobilization. Services may be required before and after normal business hours and on weekends. The hourly rate included in all proposals is to include equipment with an operator.

It is the intent of the Town to award a Professional Services Agreement in form approved by the Town Attorney to the selected firm. The Town reserves the right to further negotiate the terms and conditions of the Agreement. The Town preserves the right to reject any proposal for noncompliance with Agreement requirements and provisions, or to not award an agreement because of unforeseen circumstances or if it is determined to be in the best interest of the Town.

QUALIFICATIONS OF CONTRACTORS:

Each contractor shall be fully qualified by ability, knowledge, and experience to satisfactorily perform the work required in these specifications and shall engage in the business of providing emergency debris cleanup/removal services by the use of its owned trained and qualified employees and equipment, material, and supplies. Contractor shall be fully licensed to perform the services required under this contract.

REFERENCES AND QUALIFICATION REQUIREMENTS:

Contractor must present evidence indicative of its ability to finance provide and sustain the specified emergency debris cleanup/removal services to the satisfaction of the Town. Failure to include any of the following information as requested below may cause proposal to be deemed non-responsive if the Town has no prior experience with the contractor.

1. **Client References:** Contractor shall furnish on a separate sheet of paper a list of five (5) current customers, including company name, street address, telephone number and contactor person for who contractor has or is providing similar services. The Town intends to contact these customers to determine reliability, contractor’s performance, service quality and other information.
2. **General Business Statement:** A statement of all the important business activities of contractor’s major business. This statement should emphasize the required minimum of two consecutive years of recent experience in the provision of specified maintenance services at similar sized facilities and areas with similar services levels as those required for this Agreement.
3. **Work History:** In addition to Client References, list all contracts cancelled or not renewed within the last three (3) years, giving reason for cancellation or non-renewal. Provide names, street address, telephone numbers and contact person in each instance.
4. **Requirement for Supplemental Information:** Following evaluation of proposals, and prior to any consideration, the apparent responsible contractor(s) may be required to provide supplemental information. The supplemental information will be used to evaluate the contractor’s ability to fulfill the terms of the Agreement and determine the relative values and benefits of utilizing the contractor in lieu of Town staff.

LICENSES:

Contractor shall comply with the following:

1. The Contractor's State License Board for the State of California has determined in writing that an A General Contractor License is required to provide the services in these specifications. Each contractor shall hold a valid A General Contractor's License and any other required permit or licenses at the time the proposal is submitted.
2. Contractor must obtain and maintain in effect during the term of this Agreement, a valid Town of Yucca Valley Business Registration Certificate prior to commencement of work.

PROPOSAL REQUIREMENTS

Contractor Proposal, Responding to this RFP: Envelope "1" (maximum 10 pages)

The technical proposal shall contain the following information:

A project approach for all work describing how the consultant and any proposed subconsultant plans to accomplish the tasks described, including a completed "List of Equipment" describing the type, year, make and model of each piece of equipment, including an hourly rate, which includes an operator. This project approach should demonstrate a clear understanding of the required scope of services.

- **Contractor's Employees:** The names of the consultant's/contractor's staff to be assigned to this project, their proposed duties, and their relative experience. Any specialized experience of the firm and its personnel, relative to the required scope of services, should be mentioned here.
- **Client References:** Contractor shall furnish on a separate sheet of paper a list of five (5) current customers, including company name, street address, telephone number and contactor person for who contractor has or is providing similar services. The Town intends to contact these customers to determine reliability, contractor's performance, service quality and other information.
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- **Requirement for Supplemental Information:** Following evaluation of proposals, and prior to any consideration of award, the apparent responsible contractor(s) may be required to provide supplemental information. The supplemental information will be used to evaluate

the contractor's ability to fulfill the terms of the Agreement and determine the relative values and benefits of utilizing the contractor in lieu of Town staff.

- **Professional Services Agreement:** Contractor shall identify any requested modifications to the Town's standard agreement or a statement that there will be no exceptions.
- **Conflicts of Interest:** Full disclosure of other client relationships that could present possible conflicts of interest or affect the proposed scope of services.
- **Contractor's Primary and Secondary Offices:** Contractor shall identify the physical location(s) of the consultant's primary and secondary office locations.

Fee proposal: consultant proposal envelope "two"

A fee schedule of the project, including completed "List of Equipment" describing the type, year, make and model of each piece of equipment, including an hourly rate that includes an operator.

SELECTION CRITERIA

The following selection criteria will be used in evaluating the proposals and selecting the successful consulting firm and/or contractor. This criterion is not listed in any order of priority.

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Soundness and manner of completeness in which the proposed project approach is presented in the proposal.

Quality of work previously performed, and record of the contractor in accomplishing their work on schedule, and within cost proposals.

Accessibility to the contractor's office.

Costs for providing services as described in the proposal.

The consultant shall enter into a formal agreement with the Town for the services to be rendered. A sample agreement is enclosed for your review.

The Contractor shall carefully review the agreement, especially in regard to the indemnity and insurance provisions, and include with the proposal a description of any exceptions requested to the standard agreement. If there are no exceptions, a statement to that effect shall be included in the proposal.

ADDITIONAL INFORMATION

Indemnification:

Contractor shall indemnify, protect, defend and hold harmless the Town, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or cost of any kind, whether actual, alleged, or threatened, including attorneys' fees and costs, court costs, interest, defense costs and expert witness fees) where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Contractor or by any individual or entity for which Contractor is legally liable, including but not limited to officers, agents, employees or sub-contractor of contractor.

Independent Contractor:

While engaging in carrying out and complying with the terms and conditions of the duties outlined in this RFP, the Contractor is an independent contractor, and not an officer, agent or employee of the Town of Yucca Valley. The personnel performing services shall at all times be under the Contractor's exclusive direction and control and shall be employees of Contractor and not employees of the Town of Yucca Valley. The Contractor shall pay all wages, salaries and other amounts due its employees in connection with the Agreement and shall be responsible for all reports and obligations respecting them, including, but not limited to Social Security, income tax withholding, unemployment compensation, worker's compensation insurance, state disability insurance and all similar matters.

All services to be rendered under the Agreement by the Contractor shall be subject to the control of the Town. Contractor shall advise the Town of matters of importance and make recommendations when appropriate; however, final authority shall rest with the Town.

Term of Agreement:

The Agreement awarded to the successful contractor under this RFP shall be for a period of three (3) years and may be extended for an additional two years upon the mutual consent of both parties.

Termination:

The Town of Yucca Valley, or the contractor, may terminate this agreement at any time during the term, upon thirty (90) days prior written notice to the other party without further liability.

Other:

This Request for Proposal does not commit the Town to award a contract, or to pay any costs incurred in the preparation of the proposal. The Town reserves the right to extend the due date for the proposal, to accept and reject any or all proposals received as a result of this request, to negotiate with any qualified consultant, to cancel this Request for Proposal in part or in its entirety, and to procure alternate or additional consulting services. The Town may require the selected consultant to participate in negotiations and to submit such technical fee, or other revisions of their proposals as may result from negotiations.

It is the responsibility of the bidder to inquire about any requirement of this RFP that is not understood. Responses to inquiries, if they change or clarify the RFP in a substantial manner, will be forwarded by addenda to all parties that have received a copy of the RFP. The Town will not be bound by oral responses to inquiries or written responses other than addenda. Inquiries about the RFP must be made to:

Alex Qishta, P.E.
Public Works Director
Town of Yucca Valley
58928 Business Center Drive
Yucca Valley, CA 92284
(760) 369-6579 x304
aqishta@yucca-valley.org

PROPOSER’S BID CERTIFICATION FORM

To Whom It May Concern: I have carefully examined the Request for Proposal and any other documents accompanying or making a part of this Request for Proposal. I hereby propose to perform the following prices as specified in this Emergency Street Debris Cleanup/Removal Services Request for Proposal at the rates described on SCHEDULE 1 – HOURLY EQUIPMENT AND LABOR PRICE SCHEDULE and SCHEDULE 1 – UNIT RATE PRICE SCHEDULE. I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract. I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer employee or agent of the Town of Yucca Valley or any other proposer is interested in said proposal; and that the undersigned executed this Proposer’s Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so. It is distinctly understood that the Town Council of Town of Yucca Valley reserves the right to reject any or all proposals.

Name of Firm: _____ Federal Tax ID: _____

Authorized Signatures: _____

Phone: _____

Name and Title of: _____

Mailing Address: _____

City, State, Zip Code : _____

Email: _____

SCHEDULE 1 – HOURLY EQUIPMENT AND LABOR PRICE SCHEDULE

Equipment Type	Hourly Equipment Rate (Indicate N/A if not applicable)
Bobcat Loader w/Operator	\$
Bucket Truck w/Operator (lift height)	\$
Crash Truck w/Impact Attenuator and Driver	\$
Dozer, Tracked, D5 or Similar w/Operator.	\$
Dozer, Tracked, D6 or Similar w/Operator.	\$
Dozer, Tracked, D7 or Similar w/Operator.	\$
Dozer, Tracked, D8 or Similar w/Operator.	\$
Dump Truck, 18 CY-20 CY w/Driver	\$
Dump Truck, 21 CY-30 CY w/Driver	\$
Dump Truck, 31 CY-70 CY w/Driver	\$
Dump Truck, 70 CY-110 CY w/Driver	\$
Generator/Light Plant w/fuel	\$
Grader w/12' Blade and Operator	\$
Hydraulic Excavator, 1.5 CY w/Operator	\$
Hydraulic Excavator, 2.5 CY w/Operator	\$
Knuckle boom Loader, 10,000 lb. capacity w/Operator	\$
Lowboy Trailer w/ tractor and Driver	\$
Pickup Truck, .5 Ton	\$
Pickup Truck, 1.0 Ton	\$
Truck, Flatted w/Driver	\$

Water Truck w/Driver	\$
Wheel Loader, 2.5 CY or similar w/Operator	\$
Wheel Loader, 3.5 CY or similar w/Operator	\$
Wheel Loader, 4.5 CY or similar w/Operator	\$
Wheel Loader-Backhoe 1.0 – 1.5 CY or similar w/Operator	\$
Other- Provide Separate List w/Operator	\$

Labor Category	Hourly Labor Rate
Operations (Project) Manager w/communications	\$
Crew Forman	\$
Laborer w/small tools, traffic control, or flag person	\$