

# NOTICE INVITING REQUEST FOR PROPOSALS

## LLMD STORM DRAIN MAINTENANCE SERVICES FOR CERTAIN LLMD DISTRICTS

PUBLIC NOTICE IS HEREBY GIVEN that the City of Coachella, as AGENCY invites sealed proposals for the above stated project and will receive such proposals in the City Clerk's Office up to the hour of **2:00 p.m., Tuesday the 30th day of June, 2020.**

Proposers are invited to submit a response to the Request For Proposal for Storm Drain Maintenance services within the Landscape and Lighting Maintenance District (LLMD) Areas 17, 18, 20, 22, 23, 24, 25, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 38 under the direction of the City of Coachella's Public Works Department through June 30, 2023, with the possibility of contract extensions for up to (2) two additional (1) year contract extensions.

The work to be done consists of furnishing all materials equipment, tools, labor, and incidentals as required by the Specifications and Contract Documents for the above stated project. Work will commence on August 1, 2020 with a notice to proceed.

### **RECEIPT OF PROPOSAL:**

Proposals must be prepared on the approved proposal forms in conformance with the Instructions to Proposers and submitted in a sealed envelope plainly marked on the outside "**SEALED REQUEST FOR PROPOSAL (RFP) FOR LLMD STORM DRAIN MAINTENANCE SERVICES – DO NOT OPEN WITH REGULAR MAIL**". Sealed proposals will be received by the office of the Public Works Department, located at the City of Coachella Corporate Yard, at 53462 Enterprise Way, Coachella CA 92236. **SUBMISSIONS MUST BE SENT SO THEY ARE RECEIVED IN THE PUBLIC WORKS DEPARTMENT BEFORE 2:00 PM ON TUESDAY JUNE 30, 2020.**

### **OBTAINING CONTRACT DOCUMENTS:**

You may obtain copies of said Maintenance Specifications; online from the City's website, OR from the City of Coachella's Public Works Department at 53462 Enterprise Way, Coachella CA 92236, upon payment of a Five dollar (\$5.00) nonrefundable fee, or mailed by contacting the City's Public Works Department at 760-501-8111, a five dollar (\$5.00) mailing/handling charge will apply in addition to the five dollar (\$5.00) document fee (\$10.00 total if mailed) prior to having documents mailed.

### **NO MANDATORY PRE-BID MEETING:**

### **RFP QUESTIONS:**

All Requests for Information (RFI) questions must be emailed and received by the City no later than **2:00 p.m. on Thursday June 18, 2020.** RFI for clarifications questions and comments must be clearly labeled, "RFI" and emailed to Maritza Martinez, [MMartinez@coachella.org](mailto:MMartinez@coachella.org) . The City is not responsible for failure to respond to a request that has not been labeled as such. Questions will be answered via City website by Tuesday, **June 23, 2020**, Please include a signed RFI addendum with the proposal. The AGENCY reserves the right to reject any or all proposals, to waive any irregularity, to accept any bid or portion thereof, and to take all proposals under advisement for a period of sixty (60) days.

### **PROPOSAL GUARANTEE:**

Each proposal shall be accompanied by a cashier's check or surety bond in the amount of ten percent (10%) of the total proposal price payable to the City of Coachella as a guarantee that the proposer, if his proposal is

accepted, will promptly execute the Contract, and secure payment of Worker's Compensation Insurance. The City will retain the proposal guarantees of all firms whose proposals are selected for consideration until such time as the contract is executed. The proposal guarantees submitted by all other proposers will be released within thirty (30) days after the date of the Award of Contract.

**WAGE RATES:**

Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 1600, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft; classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor’s principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

**LICENSE REQUIREMENTS:**

At the time of proposal submittal, the contractor shall possess a valid California State Contractor’s License which shall be at a minimum a Class A, C12, D38 or D63 State Contractor License as required by the State of California in conformance with performing the duties under this contract.

The Contractor’s California State License Number and Classification shall be clearly stated on the Proposer’s Proposal.

**OWNER’S RIGHT RESERVED:**

The AGENCY reserves the right to reject any or all proposals, to waive any irregularity, to accept any proposal or portion thereof, and to take all proposals under advisement. **The LLMD Storm Drain Maintenance Services Proposal is based on and will be awarded by qualifications; it will not be awarded solely on low bidder, but that is a consideration.**

**REQUIRED DOCUMENTS:**

Respondent’s proposal shall be on the City’s forms. The Proposal shall be signed by an individual or individuals authorized to execute legal documents on behalf of the Respondent.

**To be considered complete, a proposal must include:**

- 1. Cover Sheet**
- 2. Cost Proposal (Exhibit “C”)**
- 3. If applicable; RFI addendum**
- 4. Information Regarding Contractor’s Organization**
- 5. Contractor’s Statement of Experience**
- 6. Statement of Compliance with Insurance**
- 7. DIR Registration**

Questions pertaining to the technical aspects of the contract should be directed to **Maritza Martinez at (760) 501-8111.**

**RFP Paperwork:**

Incorporated herein by this reference and made a part of this Proposal are the following forms which have been completed and submitted by the undersigned Contractor:

**1. Cover Sheet**

<b>Item</b>	<b>Complete</b>
Cover Sheet	_____
Cost Proposal	_____
RFI Addendum (If Applicable)	_____
Information Regarding Contractor's Organization	_____
Contractor's Statement of Experience & Financial Responsibility	_____
Statement of Compliance with Insurance	_____
DIR Registration	_____

The undersigned hereby represents that it has the authority to bind the Contractor and acknowledges that the representations made herein are made under penalty of perjury.

I ACKNOWLEDGE THAT I HAVE READ ALL THE REQUIREMENTS AND CONDITIONS SET FORTH IN THE CITY OF COACHELLA'S REQUEST FOR PROPOSALS FOR LLMD STORM DRAIN MAINTENANCE SERVICES FOR CERTAIN LLMD DISTRICTS

CONTRACTOR: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

PHONE: \_\_\_\_\_

By: \_\_\_\_\_ (Signature)

Name : \_\_\_\_\_ ( Print)

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

**2. Cost Proposal (Exhibit “C”)**

**EXHIBIT “C”**

**COMPENSATION**

THE DIRECTOR OF THE DEPARTMENT OF INDUSTRIAL RELATIONS HAS DETERMINED THE GENERAL PREVAILING RATE OF PER DIEM WAGES ACCORDING WITH STANDARDS SET FORTH FOR THE LOCALITY IN WHICH THE WORK IS TO BE PERFORMED. ANY CONTRACT ENTERED INTO PURSUANT TO THIS NOTICE WILL INCORPORATE THE PROVISIONS OF THE STATE LABOR CODE. A COPY OF SAID WAGE RATES CAN BE OBTAINED BY ACCESSING THE DEPARTMENT OF INDUSTRIAL RELATIONS WEBSITE OR BY CONTRACTING THE DISTRICT. THE PROPOSER MUST REGISTER WITH THE DIR IN ACCORDANCE TO THE RULES AND REGULATIONS OF THE DIR.

<b>Location</b>	<b>Price Cleaning (1) One Time Annually</b>	<b>Price Cleaning (2) Two Times Annually</b>	<b>First Extension of Two</b>
Area 17			Not To Exceed
Area 18			Not To Exceed
Area 20			Not To Exceed
Area 22			Not To Exceed
Area 23			Not To Exceed
Area 24			Not To Exceed
Area 25			Not To Exceed
Area 27			Not To Exceed
Area 28			Not To Exceed
Area 29			Not To Exceed
Area 30			Not To Exceed
Area 31			Not To Exceed
Area 32			Not To Exceed
Area 33			Not To Exceed
Area 34			Not To Exceed
Area 35			Not To Exceed
Area 36			Not To Exceed
Area 38			Not To Exceed
<b>Total</b>			Not To Exceed

<b>Emergency Normal Hour Call Outs</b>	<b>Price</b>
Two Man Prevailing Wage	\$___ Per Hour
Four Hour Minimum Charge Applies to all Emergency Normal Hour Call Outs	\$___ Per Call Out

Signature: \_\_\_\_\_

Company: \_\_\_\_\_

**3. RFI Addendum (if applicable attach and sign RFI from the City's Website)**

#### **4. Information Regarding Contractor's Organization**

##### **CONTRACTOR'S ORGANIZATION:**

In submitting this Proposal, the Contractor represents that the Contractor has established an organization including an office or offices, communications, administrative staff, and the like; and that the Contractor's organization is fully adequate to conform to the requirements of this Proposal.

In support of these representations, Contractor shall set forth herein:

Contractor Name: \_\_\_\_\_

Type, if Entity: \_\_\_\_\_

Contractor Address: \_\_\_\_\_

\_\_\_\_\_

Email: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

How many years has Contractor's organization been in business under its present name? \_\_\_\_\_

Under what other or former names has Contractor's organization operated? \_\_\_\_\_

\_\_\_\_\_

If Contractor's organization is a corporation, please answer the following:

- Date of Incorporation: \_\_\_\_\_
- State of Incorporation: \_\_\_\_\_
- President's Name: \_\_\_\_\_
- Vice-President's Name: \_\_\_\_\_
- Secretary's Name: \_\_\_\_\_
- Treasurer's Name: \_\_\_\_\_

If an Individual or a Partnership, please answer the following:

- Date of Organization: \_\_\_\_\_
- Name and address of all partners (state whether general or limited partnership):

\_\_\_\_\_

\_\_\_\_\_

If other than a corporation or partnership, describe organization and name of principals:

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List other states in which Contractor's organization is legally qualified to do business: \_\_\_\_\_

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What type of work does the Contractor normally perform with its own forces? \_\_\_\_\_

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Within the last five years, has any officer or partner of Contractor's organization ever been an officer or a partner of another organization when it failed to complete a Contract? If so, attach a separate sheet of explanation: \_\_\_\_\_

Provide the location, hours of operation, responsible contract person, and phone number for each of the Contractor's offices, yards or other sites that may, in any way pertain to the performance of the requirements of this Proposal:

Address: \_\_\_\_\_

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Responsible Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

**5. Contractor's Statement of Experience and Financial Responsibility**

CONTRACTOR: \_\_\_\_\_

In submitting this Proposal, the Contractor represents that Contractor has a demonstrated trustworthiness and possesses the quality, fitness, and capacity to perform the proposed Contract in a manner that is satisfactory to the City. The Contractor represents that Contractor's financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, and experience in dealing with public agencies all suggest that the Contractor is capable of performing the proposed Contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public agency.

In support of these representations, Contractor shall set forth herein:

**EXPERIENCE**

Contractor has been engaged in business under its present business name for \_\_\_\_\_ years.

Contractor's experience in work of a similar nature (type and magnitude) to that set forth in the RFP extends over period of \_\_\_\_\_ years.

Contractor has satisfactorily completed all Contracts awarded to it, except as follows:

(Name any and all exceptions and reasons therefor. Contractor shall attach and designate additional pages if necessary.) \_\_\_\_\_

Within the last five years Contractor has satisfactorily completed the following Contracts covering work of a similar nature (type and magnitude) to that set forth in the RFP as follows (attach additional paperwork if necessary):

Owner's Name & Address	Name of Owner's Representative	Type of Work and Year	Contract Amount (rounded to the closest thousand dollar)



**REFERENCES:**

Name of Reference	Address & Phone	Contact Person	Type of Project	Contract Amount	Date of Completion

## **6. Statement of Compliance with Insurance**

Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

The general liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Work or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

As a required part of the Proposers' submission, the Proposer must attach either of the following to this page:

General Liability: Contractor shall maintain limits no less than: **\$1,000,000**; per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit

Automobile Liability. **\$1,000,000** per accident for bodily injury and property damage;

Workers' Compensation and Employer's Liability Coverage. Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of **\$1,000,000** per accident for bodily injury or disease.

## **7. DIR Registration**

Please attach proof of DIR registration