



**Hidden Valley Lake
Community Services District**

REQUEST FOR PROPOSAL

**Contract Services:
Debris Removal**

Proposal Submission Deadline: January 29, 2021 at 10:00 AM PST

Section 1 – INTRODUCTION

The Hidden Valley Lake Community Services District (The District) is soliciting proposals from Contractors to provide debris removal services to two recently cleared firebreak areas. In general, the work will consist of grinding piles of brush along firebreak cut by others, and mulch to be spread at each location.

The District reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected.

Proposals submitted will be evaluated by individuals from the District and/or outside agencies. During the evaluation process, the District reserves the right, where it may serve the District's best interest, to request additional information from proposers, or to allow corrections of errors or omissions.

Submission of a proposal indicates acceptance by the firm of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the District and the firm selected. The District reserves the right, without prejudice, to reject any or all proposals.

1.1 General Description of RFP

This RFP describes the general Scope of Services, necessary RFP components, contractor selection process, and required format of the RFP, as well as a sample copy of the District's Professional Services Agreement.

1.2 RFP Schedule

Advertisement of RFP	January 20, 2021
Deadline for Questions	January 25, 2021
Deadline for Response	January 27, 2021
Deadline for RFP Submittal	No later than 10:00 AM PST January 29, 2021
Final Consultant Selection	Anticipated February 2, 2021

1.3 General Selection Process

The District intends to select a Contractor based on demonstrated competence and qualifications for the types of services to be performed at a fair and reasonable price to the public. The District will review all proposals and evaluate them according to the following criteria:

- Qualification of Team
- Project Understanding and Innovation
- Work Plan/Scope of Work
- Project Schedule
- Similar Experience / References

Contractor will be selected based on information included in the proposal.

Section 2 – PROGRAM BACKGROUND AND OVERVIEW

HVLCSD is a California Independent Special District that provides water and wastewater services to the community of Hidden Valley Lake. Situated in a valley within the Mayacama Mountain range, temperature and precipitation rates in this area have fluctuated dramatically in recent years. The intensity and frequency of drought during the dry season is only matched by the intensity and frequency of localized flooding events during the rainy season.

In the latter part of August 2020, a record number of lightning strikes caused 650 wildfires across Northern California in the height of the dry season. One of the three largest wildfires of August, the LNU Lightning Complex fire, was centered in Northern Napa County, and moving quickly into Southern Lake County, towards Hidden Valley Lake. To protect the health and safety of the public, and the infrastructure of the District, a firebreak was quickly cut in two sections of the Northeastern perimeter of the community. Vegetative debris was removed from 640,000 square feet of land.

To protect the health and safety of the public, and the infrastructure of the District, the final step in the Debris removal process is to reduce the vegetative mass by chipping. This measure will reduce potential future combustion of the vegetation, as well as prevent flooding, and the related complications of flooding events to water distribution and sewer collection systems.

Most of the vegetative debris, including stumps remains onsite. The District is looking to fully remove this debris by its reduction to chips.

Section 3 - SCOPE OF SERVICES

The Contractor shall provide landscape labor and equipment necessary to complete the grinding and chipping of vegetative debris. The District has allocated \$150,000 of reserves to preserve the integrity of the water and wastewater delivery to the community. A typical scope is anticipated to include the following tasks:

1. Mobilization and demobilization of equipment with minimal impact to property owners and their adjacencies.
2. Chipping and broadcasting of wood and brush in the firebreak area, with labor and equipment necessary for the task, given the sometime steep terrain.
3. Grinding of stumps, and spreading of mulch in the firebreak area, with labor and equipment necessary for the task, given the sometimes-steep terrain.
4. Availability and time allocation to complete both sections of the firebreak, totaling 640,000 square feet.

Section 4 – RFP SUBMITTAL REQUIREMENTS

The intent of these requirement is to assist proposers in the preparation of their proposal and to simplify the review process for the District. One signed electronic copy sent via email, with a “Read Receipt” tag must be received by the District no later than **January 29, 10:00 AM PST**. The subject line of the proposal should read “RFP for Debris Removal,” and be submitted to the Project Manager at:

agordon@hvlcsd.org

The District requires the proposer to submit a concise proposal clearly addressing all the requirements outlined in this RFP. The proposal must be signed by the proposer’s authorized representative for executing a contract between the District the proposer. The proposer must include, at a minimum, the following sections; however, the proposer is encouraged to expand on the scope as needed:

1. Cover letter
 - Name, address, and telephone number of the firm.
 - Signed by an authorized representative of the contractor. The Contractor shall furnish documentation that the person signing the proposal is empowered with signatory authority for the Contractor. The form could be a Corporate Resolution.
 - Contractor license and DIR registration information
 - State the proposal is firm for a 90-day period from the proposal submission deadline.

- Provide the name, title, address, and telephone number of the individual to whom correspondence and other contacts should be directed during the Contractor selection process.
 - Provide the location of the Contractor's headquarters. In addition, provide the location of any local support offices, which will provide service to the District.
 - Acknowledge that the Contractor will provide Bond, insurance and indemnification required per the attached Professional Service Agreement within five (5) business days, should the contract be awarded to the Contractor.
2. Project Team Information
- Contractor must provide the names and positions of all staff proposed including staff for proposed sub-consultants. The proposal should also designate who will be the project manager in charge of the project, and who will be the District's contact throughout the project. It is allowable for a single individual to fulfill multiple roles by the Contractor's staff.
3. Work Plan/Scope of Work
- Include a work plan/scope of work meeting the minimum requirements of the projects listed in the Scope of Services. Contractor is encouraged to modify or expand the minimum Scope of Services if they believe it is necessary to achieve the goals.
4. Sub-Contractor & Work by Others
- This section shall include a matrix showing the estimate of time (in hours) to perform the work, detailed by tasks, listed in the Scope of Work.
 - Identify any and all sub-contractors proposed to serve on the project, with background information for each and particular experience of key personnel.
 - This section should describe all work not included in the proposal. Any work that is needed to complete the project that is not listed in the "Work Done by Others" will be considered part of the work provided by the Contractor and included in the proposal. Please include a list of tasks which the Contractor expects District staff to perform, information the Contractor expects the District to provide, and an estimated amount of District staff time required for each task of the scope of work.
5. Relevant Experience and References
- The Contractor must state the qualifications and experience of the proposed team, particularly for the Project Manager and other key project staff members assigned to the project.

- Provide a brief description of at least three similar projects for which the Contractor has provided services during the past five years.

6. Fee Proposal

- Include a fee proposal listing the total cost and the cost associated with each task. The rates quoted will remain in effect for the duration of the Agreement, unless approved by the District. Rates shall be included for all employment categories necessary to perform the work outlined in this RFP in accordance with applicable State of California Industrial Labor Rate Standards.

Section 5 – SELECTION PROCESS AND EVALUATION CATEGORIES

Proposals submitted will be evaluated by individuals from the District and/or outside agencies. During the evaluation process, the District reserves the right, where it may serve the District's best interest, to request additional information from proposers, or to allow corrections of errors or omissions.

The District intends to select a Contractor based on demonstrated competence and qualifications for the types of services to be performed at a fair and reasonable price to the public. The District will review all proposals and evaluate them according to the following criteria:

- Qualifications of team
- Project Understanding and Innovation
- Similar Experience / References
- Work Plan / Scope of Work
- Project Schedule

Section 6 – GENERAL TERMS AND CONDITIONS

6.1 Limitation

This RFP does not commit the District to award a contract, to pay any cost incurred in the preparation of the Contractor's RFP response, or to procure or contract for services or supplies. The District is not responsible for proposals that are delinquent, lost, mismarked, and sent to an email address other than that given above, or sent by mail or courier service. The District reserves the right to accept or reject any or all RFP responses received because of this request or to cancel all or part of this RFP.

6.2 Public Records

All proposals shall become the property of the District and will become public records and, as such, may be subject to public review.

6.3 Contract Agreement

The contents of the submitted proposal will be relied upon and incorporated into the awarded contract and shall become a contractual obligation. The District reserves the right to reject those parts that do not meet with the approval of the District, or to modify the Scope of Services, as agreed by the Contractor, in the final negotiated contract.

A sample agreement that will be used for this contract is included as Exhibit A. The District will require the selected Contractor to provide the indemnification and insurance required per the attached sample agreement.

Section 7 – QUESTIONS

If you have any questions regarding this RFP, prior to January 29, 2021, please email:

Alyssa Gordon, Project Manager
Email: agordon@hvlcsd.org

EXHIBIT A

AGREEMENT

The Hidden Valley Lake Community Services District, ("District") enters into this agreement, dated for reference purposes only, with _____ ("Contractor").

RECITALS

- A. NOTICE REQUESTING PROPOSALS. The District gave notice requesting proposals to be submitted by 10:00 a.m. on January 29, 2021 for the **Debris Removal Project** in accordance with California Public Contract Code Section 20164 and other applicable law.
- B. RFP REVIEW. On January 29, 2021, District representatives opened the proposals for the Debris Removal Project and read the proposals aloud.
- C. PROJECT AWARD. On February 2, 2021, the District awarded the **Debris Removal Project** to the Contractor and directed District staff to send the Contractor written notice of award of the project. The District conditioned award of the project on the Contractor's providing executed copies of all documents specified in the AGREEMENT, REQUIRED DOCUMENTS listed below within five (5) working days of receiving written notice of award of the project.
- D. REQUIRED DOCUMENTS. The Contractor has provided the District executed copies of all documents specified in this section of the AGREEMENT within five (5) working days of receiving written notice of award.
 - 1) Performance Bond (Exhibit B)
 - 2) Insurance Certification (Exhibit C)
 - 3) Indemnity (Exhibit C)

AGREEMENT TERMS

The District and the Contractor agree as follows:

1. THE WORK. The Contractor shall furnish all equipment, tools, apparatus, facilities, material labor, and skill necessary to perform and complete in a good and workmanlike manner the **Debris Removal Project** ("Work") as shown in the Technical Specifications and Project Plans in accordance with the Contract Documents and applicable law.
2. LOCATION OF WORK. The Work will be performed at the following locations:
Northern perimeter access point:
15958 Eagle Rock Rd, Lat: 38.827717, Lon: -122.560833
Southern perimeter access point:
19334 Ravenhill Rd, Lat: 38.817066, Lon:-122.552247

3. TIME FOR COMPLETION. The Contractor must complete the Work in accordance with the Contract Documents within 28 working days from the date specified in the District's Notice to Proceed ("Time for Completion").
4. REMEDIES FOR FAILURE TO TIMELY COMPLETE THE WORK. If the Contractor fails to fully perform the Work in accordance with the Contract Documents by the Time for Completion, as such time may be amended by change order or other modification to this agreement in accordance with its terms, and/or if the Contractor fails, by the Time for Completion, to fully perform all of the Contractor's obligations under this agreement that have performed all of the Contractor's obligation under this agreement that have accrued by the Time for Completion, the Contractor will become liable to the District for all resulting loss and damage in accordance with the Contract Documents and applicable law. The District's remedies for the Contractor's failure to perform include, but are not limited to, assessment of liquidated damages of **\$1,500 per day** in accordance with California Government Code Section 53069.85 and Section 7-1.02 of the General Provisions, and/or obtaining or providing for substitute performance in accordance with the Contract Documents.
5. CONTRACT PRICE AND PAYMENT. As full compensation in consideration of completion of the Work in accordance with the Contract Documents and in consideration of the fulfillment of all of the Contractor's obligations under the Contract Documents, the District will pay the Contractor in lawful money of the United States the total price of \$_____ (the "Contract Price") as specified in the Contractor's completed RFP dated _____ and attached to and incorporated in this agreement. Payment to the Contractor under this agreement will be for Work actually performed in accordance with the Contract Documents and will be made in accordance with the requirements of the Contract Documents and applicable law. The District will have no obligation to pay the Contractor any amount in excess of the Contract Price unless this agreement is first modified in accordance with its terms. The District's obligation to pay the Contractor under this agreement is subject to and may be offset by charges that may apply to the Contractor under this agreement. Such charges include but are not limited to, charges for liquidated damages and/or substitute performance in accordance with the Contract Documents.
6. PREVAILING WAGES. In accordance with California Labor Code Section 1771, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in the California Labor Code must be paid to all workers engaged in performing the Work. In accordance with California Labor Code Section 1770 and following, the Director of Industrial Relations has determined the general prevailing wage per diem rates for the locality in which the Work is to be performed. In accordance with California Labor Code Section 1773, the District has obtained the general prevailing rate of per diem wages and the

general rate for holiday and overtime work in the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the project. In accordance with California Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at the office of HVLCSD and will be made available on request. Throughout the performance of the Work the Contractor must comply with all provisions of the RFP and all applicable laws and regulations that apply to wages earned in performance of the Work.

7. ASSIGNMENT PROHIBITED. The Contractor may not assign part or all of this agreement, or any moneys due or to become under this agreement, or any other right or interest of the Contractor under this agreement or delegate any obligation or duty of the Contractor under this agreement without the prior written approval of an official authorized to bind the District and an authorized representative of Contractor's surety or sureties. Any such purported assignment or delegation without such written approval on behalf of the District and the Contractor's sureties will be void and a material breach of this agreement subject to all available remedies under this agreement and at law and equity.
8. SEVERABILITY. If any term or provision or portion of a term or provision of this Agreement is declared invalid or unenforceable by any court of lawful jurisdiction, then the remaining terms and provisions or portions of terms or provisions will not be affected thereby and will remain in full force and effect.

Executed on _____, _____, by

CONTRACTOR

HIDDEN VALLEY LAKE COMMUNITY
SERVICES DISTRICT

By: _____

By: _____

Title: _____

Title: President, Board of Directors

Attest:

By: _____

Title: Clerk of the Board

EXHIBIT B

PERFORMANCE BOND

(Note: Contractors must use this form, use of any other bond form may render a proposal non-responsive)

KNOW BY ALL MEN BY THESE PRESENT:

WHEREAS the Board of Directors of Hidden Valley Lake Community Services District has awarded to _____ (designated as the "PRINCIPAL") a contract for the **Debris Removal Project**, which contract, and all documents are defined therein (designated as the "Contract") are hereby made a part hereof; and

WHEREAS, said PRINCIPAL is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract;

NOW, THEREFORE, WE, the PRINCIPAL and _____ as surety (designated as "SURETY"), an admitted surety insurer authorized to do business in the State of California, are held and firmly bound unto the District (designated as "OBLIGEE"), in the penal sum of _____ dollars (\$_____), lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, or heirs, executors, and administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, if the above bound PRINCIPAL, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Contract and any alterations thereof made as therein provided, on his or their part to be kept and performed at the time and in the manner therein specified and in all respects according to their true intent and meaning, and shall defend, indemnify and save harmless the OBLIGEE, its officials, officers, employees, volunteers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

And the said SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or to the specifications or the plans accompanying the same or to any other part of the RFP or AGREEMENT, as defined therein, shall in any way affect said SURETY's obligation on this bond, and the SURETY does hereby waive notice of any such change, extension of time, alteration or addition.

And the said SURETY, for value received, hereby stipulates, and agrees that upon termination of the Contract for cause, the OBLIGEE reserves the right to refuse tender of the PRINCIPAL by the SURETY to complete the Contract work.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this _____ day of _____. The name and corporate seals of each corporate party being hereto affixed, and these presents duly signed by their undersigned representatives, pursuant to authority of their governing bodies.

(Corporate Seal) PRINCIPAL _____
By _____
(Acknowledgement) Title _____

(Corporate Seal) SURETY _____
By _____
(Attorneys-in-fact)
(Acknowledgment) Title _____

(NOTE TO SURETY COMPANY: A certified copy of unrevoked resolution of authority for the attorney-in-fact must be submitted with and attached to the executed bond.)

EXHIBIT C

WORKERS COMPENSATION INSURANCE CERTIFICATION

By accepting and signing this agreement, the Contractor certifies as follows:

I am aware of the provisions of California Labor Code Section 3700, which require every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and I will comply with such provisions before commencing performance of the work on this Contract.

INDEMNITY

By accepting and signing this agreement, the Contractor certifies as follows:

Contractor agrees to indemnify and hold HVLCSD harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against HVLCSD that result from the acts or omissions of Contractor and/or Contractor's employees, agents, or representatives.