



MARK PESTRELLA, Director

**COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS**

"To Enrich Lives Through Effective and Caring Service"

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P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE
REFER TO FILE

October 22, 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
TRANSPORTATION CORE SERVICE AREA
AWARD OF SERVICE CONTRACTS
ON-CALL EMERGENCY DEBRIS REMOVAL SERVICES PROGRAM
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval to award seven service contracts for on-call emergency debris removal services program throughout the County of Los Angeles public rights of way in the event of an emergency or major disaster.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the award of these contracts is not a project pursuant to the provisions of the California Environmental Quality Act, or alternatively is exempt, for the reasons stated in this Board letter and in the record of the proposed activity.
2. Award seven contracts for on-call emergency debris removal services program to AshBritt, Inc.; Ceres Environmental Services, Inc., dba Environmental & Demolition Services Group; DRC Pacific, Inc.; ECC Constructors, LLC; Odin Environmental Solutions, LLC; T.F.R. Enterprises, Inc.; and Clarke Contracting Corporation, a Local Small Business Enterprise. Each contract will be for a period of 1 year with four 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential program term of 66 months and a maximum potential program sum of \$453,750,000.

3. Delegate authority to the Director of Public Works or his designee to execute the contracts; to renew the contracts for each additional renewal option and extension period if, in the opinion of the Director of Public Works or his designee, AshBritt, Inc.; Ceres Environmental Services, Inc., dba Environmental & Demolition Services Group; DRC Pacific, Inc.; ECC Constructors, LLC; Odin Environmental Solutions, LLC; T.F.R. Enterprises, Inc.; and Clarke Contracting Corporation, a Local Small Business Enterprise, have 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 program amount up to an additional 10 percent of the annual program sum, which is included in the maximum potential program sum for unforeseen additional work within the scope of the contracts, if required, and to adjust the annual program sum for each option year over the term of the contracts to allow for an annual cost-of-living adjustments in accordance with County policy and the terms of the contracts.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to find that the approval of the contracts to provide debris clean up, collection, removal, and disposal services on an on-call basis to supplement Public Works operations in various public rights of way throughout Los Angeles County, including contract city road rights of way, and related actions, is not a project, or is alternatively exempt, under the California Environmental Quality Act (CEQA) and to award and delegate authority for activity related to the contracts.

This program is required to ensure Public Works has contractors available to provide immediate response to assist County forces in the performance of emergency debris management, removal disposal, and other clean-up operations necessary to maintain open and functional public rights of way in the event of a declared emergency or major disaster.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: North Star 3, Realize Tomorrow's Government Today, Focus Area Goal G, Internal Controls and Processes, Strategy ii, Manage and Maximize County Assets, by contracting with the contractors who have the specialized expertise to provide these services in a timely and responsive manner and will support Public Works in meeting this goal.

FISCAL IMPACT/FINANCING

The annual program amount is \$75,000,000 plus 10 percent of the annual program sum for additional work within the scope of these contracts. These contracts' initial term shall commence upon the Board's approval and execution by both parties and ending on October 31, 2025, with four additional 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential program term of 66 months with an estimated maximum potential program sum of \$453,750,000. 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 program sum for each option year over the term of the contracts to allow for an annual cost-of-living adjustment in accordance with County policy and the terms of the contracts.

Funding for the first year of services will be made available in the Road and various Public Works Funds' (Services and Supplies) Fiscal Year 2024-25 Budgets. When the need arises for services under this program, financing the required services will be from the appropriate fund source. Total annual expenditure for these services, however, will not exceed the program amount approved by the Board. Funds 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 contracts as to form (Enclosure A). The recommended contracts were solicited on an open-competitive basis and are in accordance with applicable Federal, State, and County requirements.

The standard service contracts contain terms and conditions in compliance with the Board's ordinances, policies, and programs. Enclosure B reflects the proposers' utilization participation and Community Business Enterprise program information. Data regarding the proposers' minority participation is on file with Public Works. The contractors were selected upon final analysis and consideration without regard to race, creed, gender, or color.

The current contracts will expire on October 31, 2024. The award of these contracts will continue the current services by the recommended contractors.

ENVIRONMENTAL DOCUMENTATION

Award of the contracts and related delegated actions do not constitute approval of a project under CEQA because they are activities that are excluded from the definition of a project by Section 21065 of the California Public Resources Code and Section 15378(b) of the CEQA Guidelines. The award of these contracts for on-call debris clean-up, collection, removal, and disposal services is an organizational or administrative activity of government that will not result in direct or indirect physical changes. Alternatively, the recommended actions are exempt from CEQA pursuant to State CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty that the actions will not have a significant adverse impact on the environment. Approval of the recommended actions does not approve any specific work. Prior to approval of any proposed work under the contracts that would be a project, Public Works will ensure that appropriate findings are made under CEQA. To the extent proposed work is not determined to be exempt or was not previously approved by the County, appropriate findings under CEQA will be recommended to the Board when project approval is recommended.

Upon the Board's approval of the recommended actions, Public Works will file a Notice of Exemption with the County Clerk and with the State Clearinghouse at the Governor's Office of Planning and Research and will post the Notice to the County's website in accordance with Section 21092.2.

CONTRACTING PROCESS

On November 29, 2023, a notice of the Request for Proposals 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). 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, Antelope Valley Press, The Malibu Times, Press Telegram, and Pasadena Star News. Public Works also informed 1,439 Local Small Business Enterprises, 162 Social Enterprises, 157 Disabled Veteran Business Enterprises, 752 Community Business Enterprises, 1,385 Community-Based Organizations, and 31 independent contractors as part of focused efforts in coordination with the County Department of Economic Opportunity.

On January 24, 2024, nine proposals were received. The proposals were reviewed to ensure they met the mandatory requirements outlined in the Request for Proposals. Two proposals were disqualified for failing to meet the minimum requirements. The seven remaining qualified proposals were evaluated by an evaluation committee consisting of Public Works staff. The evaluation was based on criteria described in the Request for Proposals, which included the price, experience, work plan, and references, utilizing the informed averaging methodology for applicable criteria. Based on this evaluation, it is recommended that these contracts be awarded to these seven highest rated, apparent responsive, and responsible proposers, AshBritt, Inc.; Ceres Environmental Services, Inc., dba Environmental & Demolition Services Group; DRC Pacific, Inc.; ECC Constructors, LLC; Odin Environmental Solutions, LLC; T.F.R. Enterprises, Inc.; and Clarke Contracting Corporation, a Local Small Business Enterprise.

Public Works has evaluated and determined that the contracted service is 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.

The contracts include a cost-of-living adjustment provision, which is in accordance with Board Policy 5.070, Multi-Year Services Contract Cost-of-Living Adjustments.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of these contracts 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, Road Maintenance Division.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Mark Pestrella". The signature is fluid and cursive, with the first name "Mark" written in a larger, more prominent script than the last name "Pestrella".

MARK PESTRELLA, PE

Director

MP:SK:sc

Enclosures

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

AGREEMENT FOR
ON-CALL EMERGENCY DEBRIS REMOVAL SERVICES PROGRAM (BRC0000458)

THIS AGREEMENT, made and entered into on this ____ day of _____, 2024, by and between COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and [Name of CONTRACTOR], a [State of Incorporation] [Form of Entity], located at [Full Address of the Contractor] (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 of said COUNTY, of the CONTRACTOR'S Proposal filed with the COUNTY on January 24, 2024, hereby agrees to provide services as described in this Contract for On-Call Emergency Debris Removal Services Program.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit A.1, Schedule of Prices (Form PW-2); 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, Contractor Bid Submission Instructions; Exhibit H, Work Log; Exhibit I, Labor and Equipment Usage Ticket; Exhibit J, Sample Haul Truck Summary; Exhibit K, Sample Invoice; Exhibit L, Code of Federal Regulations 41 CFR 60-1.4(b1) – Equal Opportunity Clause; 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, to pay the CONTRACTOR pursuant to the applicable Schedule of Prices set forth in the Proposal and described in the FOURTH and FIFTH paragraphs of this AGREEMENT. In no event will the COUNTY pay any and all contractors providing Services under this Program, an aggregate annual amount to exceed \$75 million or such greater amount as the Board may approve (Maximum Contract Sum).

FOURTH: The CONTRACTOR selection for work within approximately the initial 70 hours of a declared disaster/emergency will be based on the CONTRACTOR'S ranking and established availability based on the criteria outlined in Part I, Section 4.E, Evaluation Criteria, of the Request for Proposals. Based on your company's final evaluated score, your company has been ranked ____ out of _____. The COUNTY will first offer work to the highest evaluated CONTRACTOR at their rates as attached hereto as Exhibit A.1, Schedule of Prices (Form PW-2), and in accordance with Exhibit A, Scope of Work, Section Q, Assignment of Work. One call will be made, and the CONTRACTOR will have two hours to respond. In the event there is no response, or the selected CONTRACTOR is unavailable or cannot perform the work within the COUNTY'S time frame, the COUNTY will then offer the work to the next highest evaluated CONTRACTOR on the list. The COUNTY reserves the right to utilize all available Contractors, as determined by the

Contract Manager. Notwithstanding the foregoing, the parties understand and agree that this Contract is nonexclusive, the COUNTY may enter into other contracts for the performance of the same or similar services, and the CONTRACTOR is not entitled to or guaranteed the assignment of any work hereunder.

FIFTH: When the work to be performed exceeds approximately the initial 70 hours of a declared disaster/emergency, the COUNTY may send out a bid request including a specific work description and Schedule of Prices (Form PW-2.1) to all active CONTRACTORS under this Program, in accordance with Exhibit A, Scope of Work, Section Q, Assignment of Work. The CONTRACTORS shall then submit sealed bids by the established deadline in accordance with Exhibit H, Bid Submission Instructions. COUNTY will then review the received bids and determine an award for the work order to the lowest-bid responsive responsible bidder. The COUNTY reserves the right to utilize all available Contractors, as determined by the Contract Manager. Notwithstanding the foregoing, the parties understand and agree that this Contract is nonexclusive, the COUNTY may enter into other contracts for the performance of the same or similar services, and the CONTRACTOR is not entitled to or guaranteed the assignment of any work hereunder.

SIXTH: This Contract's initial term shall commence upon Board's approval and execution of this Agreement by the Parties, for a period of 1 year with the initial contract term expiring on October 31, 2025. The COUNTY shall have the sole option to renew this Contract term for up to four additional 1-year renewal options and one month-to-month extension, not to exceed 6 months, for a total potential Contract term of 5 years and 6 months. Each option term shall 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. The Director may extend the contract expiration date as necessary to complete services requested prior to contract expiration if the COUNTY authorized the CONTRACTOR in writing to perform services on a given project prior to the stated expiration date, but thereafter such services are not completed by the stated expiration date, then the expiration date may be extended at the sole discretion of the COUNTY solely to allow for the completion of such services. 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.

SEVENTH: The CONTRACTOR shall bill monthly, in arrears, for the work performed during the preceding month. Work performed shall be billed at the unit prices quoted in Form PW-2, Schedule of Prices.

EIGHTH: 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 shall be in triplicate (original and two copies) and shall itemize the work completed. The invoices shall be submitted to:

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

NINTH: In no event shall the aggregate total amount of compensation paid to any and all Contractors under this Program exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Program Sum.

TENTH: 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 Program Sum.

ELEVENTH: 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 shall be the effective date for any cost-of-living adjustment (COLA). However, any increase shall not exceed the general salary movement granted to the 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.

TWELFTH: In the event that terms and conditions, which may be listed in the CONTRACTOR'S Proposal, conflict with the COUNTY specifications, requirements, and terms and conditions as reflected in this AGREEMENT including, but not limited to, Exhibits A through L, inclusive, the COUNTY provisions shall control and be binding.

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

FOURTEENTH: Advertising and other external communications about the Contract/program by the Contractor shall first obtain prior written approval from the COUNTY before disclosing or communicating any information concerning the award of the Contract/program, 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.

FIFTEENTH: 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 shall 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 shall be legal and binding and shall 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 the COUNTY (i) agree that an electronic signature, whether digital or encrypted, of a party to this Agreement is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intend to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile, or electronic mail, or other electronic means, (iii) are aware that the other party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature. If this Agreement has been executed by electronic signature, all parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 (E-SIGN) and California Uniform Electronic Transactions Act (UETA)(Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, e-mail or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

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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 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

By _____
Type/Print Name

[NAME OF CONTRACTOR]

By _____
Its President

Type/Print Name

By _____
Its Secretary

Type/Print Name

PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR ON-CALL EMERGENCY DEBRIS REMOVAL SERVICES PROGRAM

SELECTED FIRMS

Proposer Name (Prime with subcontractors* listed below) <i>*only those subcontractors with Utilization Participation are listed.</i>	Local Small Business Enterprise (LSBE)	Disabled Veteran Business Enterprise (DVBE)	Small Business Enterprise (SBE)	Women-Owned Business	Disadvantaged Business	Minority Owned Business	Social Enterprise	Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning-Owned Business Enterprise
AshBritt, Inc. <i>(PRIME)</i>	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Mirack Construction, Inc. <i>(Subcontractor)</i>								
Mountain F. Enterprises, Inc. <i>(Subcontractor)</i>								
Mountain G. Enterprises, Inc. <i>(Subcontractor)</i>								
Rapid Response Force, LLC <i>(Subcontractor)</i>								
United Pumping Services, Inc. <i>(Subcontractor)</i>								
Ceres Environmental Services, Inc. <i>(PRIME)</i>	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Connected Enterprise Group, Inc. <i>(Subcontractor)</i>								
Pinnacle Petroleum, Inc. <i>(Subcontractor)</i>								
UltraSystems Environmental, Inc. <i>(Subcontractor)</i>								
CTI Environmental, Inc. <i>(Subcontractor)</i>								
Clarke Contracting Corporation <i>(PRIME)</i>	Yes	N/A	N/A	N/A	N/A	N/A	N/A	N/A
L.A. Excavating, Inc. <i>(Subcontractor)</i>								
DRC Pacific, Inc. <i>(PRIME)</i>	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Engineering/Remediation Resources Group, Inc. <i>(Subcontractor)</i>								
Pacific Tree and Land Care, Inc. <i>(Subcontractor)</i>								
United Pumping Services, Inc. <i>(Subcontractor)</i>								
ECC Constructors, LLC <i>(PRIME)</i>	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Grassroots Erosion Control, Inc. <i>(Subcontractor)</i>								
Odin Environmental Solutions, LLC <i>(PRIME)</i>	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
P31 Enterprises, Inc. <i>(Subcontractor)</i>								
TFR Enterprises, Inc. <i>(PRIME)</i>	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 EMERGENCY DEBRIS REMOVAL SERVICES PROGRAM**

FIRM INFORMATION		AshBritt, Inc.	Ceres Environmental Services, Inc.	Clarke Contracting Corporation	DRC Pacific, Inc.	ECC Constructors, LLC	Odin Environmental Solutions, LLC	TFR Enterprises, Inc.
BUSINESS STRUCTURE		Corporation	Corporation	Corporation	Corporation	Limited Liability Company	Limited Liability Company	Corporation
CULTURAL/ETHNIC COMPOSITION		NUMBER/% OF OWNERSHIP ¹						
OWNERS/PARTNERS	Black/African American	0	0	0	0	N/A ²	0	0
	Hispanic/Latino	0	0	0	0	N/A ²	0	0
	Asian or Pacific Islander	0	0	0	0	N/A ²	0	0
	Native American	0	0	0	0	N/A ²	0	0
	Subcontinent Asian	0	0	0	0	N/A ²	0	0
	White	1/100%	1/100%	2/100%	3/100%	N/A ²	5/100%	2/100%
	Female (included above)	0	0	0	0	N/A ²	0	1
COUNTY CERTIFICATION								
	CBE	N	N	N	N	N	N	N
	LSBE	N	N	Y	N	N	N	N
OTHER CERTIFYING AGENCY		N/A	N/A	N/A	N/A	N/A	N/A	N/A

¹ 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.

² ECC Constructors, LLC has an employee stock ownership structure comprised of 411 employees/shareholders and cannot be defined by ethnic background.



Solicitation Detail

Solicitation Number:	BRC0000458		
Title:	On-Call Emergency Debris Removal Services Program (BRC0000458)		
Department:	Public Works		
Bid Type:	Service	Bid Amount:	\$75,000,000.00
Commodity:	DISASTER PREPAREDNESS SERVICES/ EMERGENCY PLANNING SERVICES		
Description:	<p>PLEASE TAKE NOTICE that Public Works requests proposals for the On-Call Emergency Debris Removal Services Program (BRC0000458). This program has been designed to have a potential maximum contract term of 5 years, consisting of an initial 1-year term and four potential additional 1-year renewal options. The total annual program amount of this service is estimated to be \$75 million. The Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be accessed at http://pw.lacounty.gov/brcd/servicecontracts or may be requested from Mr. Danny Medina at (626) 458-4080 or dmedina@pw.lacounty.gov; or Mr. Eric Fong at (626) 458-4077 or erfong@pw.lacounty.gov, Monday through Thursday, 7 a.m. to 5 p.m.</p> <p>Note: These contracts may be funded or reimbursed with local, State, and/or Federal funds requiring the proposers to follow all pertinent local, State, and Federal laws, regulations, declarations, and executive orders.</p> <p>The County may award up to 12 contracts for this Program. Each proposer whose proposal meets the minimum mandatory requirements and receives a preliminary score of no less than 60 points in accordance with the evaluation criteria set forth herein, up to a maximum of 12, may be awarded a contract. Should more than 12 proposals receive evaluation scores of 60 points or better, only the 12 highest-rated proposers will be awarded a contract. The County reserves the right to increase or decrease the number of contracts that will be awarded. Awardees will be ranked from highest to lowest based on their scoring.</p> <p>IMPORTANT: In accordance with Exhibit A, Scope of Work, Section Q, Assignment of Work, the resultant contractors of this program shall respond to immediate requests for debris removal work to be performed within approximately the first 70 hours of a declared disaster/emergency or such period of time otherwise required for the County to request bid prices for ongoing work. During the initial approximate 70 hours, work will be requested from the contractors in order of their ranking as established by their proposal scoring based on the evaluation criteria set forth in this solicitation. For work to be performed after the initial emergency response timeframe, all contractors regardless of ranking shall receive a bid request for work to be performed, the most responsive and responsible bidder submitting the lowest bid will be assigned the requested work.</p> <p>PLEASE CHECK THE WEBSITE FREQUENTLY FOR ANY CHANGES TO THIS SOLICITATION. ALL ADDENDA AND INFORMATIONAL UPDATES WILL BE POSTED AT http://pw.lacounty.gov/brcd/servicecontracts. "Do Business with Public Works" Website Registration: All interested proposers for this RFP are strongly encouraged to register at http://pw.lacounty.gov/general/contracts/opportunities. Only those firms registered for this RFP through the website will receive automatic notification when any update to this RFP is made. The County does not have an obligation to notify any proposers other than through the Public Works website's automatic notification system.</p> <p>Proposers awarded a contract resultant of this solicitation are required to contact certified vendors registered as Community Business Enterprise (CBE) by the Los Angeles County Department of Consumer and Business Affairs, for potential subcontracting opportunities.</p> <p>Minimum Mandatory Requirements: Proposers must meet all minimum requirements set forth in the RFP document at the time of proposal submission including, but not limited to:</p> <ol style="list-style-type: none"> 1. Proposer must have a minimum of 3 years of experience in providing clean up, debris collection, removal, and disposal services. Subcontracting is not permitted to fulfill this requirement. 2. Proposer or its subcontractor(s), if any, must own a minimum of 50 items of heavy equipment necessary to perform debris removal services including, but not limited to, skip loaders, cranes, and haul trucks. The required number of equipment items must be listed on the Statement of Equipment Form PW-15. 3. Proposer or its subcontractor(s), if any, must provide a minimum of one International Society of Arboriculture certified arborist. 4. Proposer or its subcontractor(s), if any, must possess a valid and active Waste Collectors Permit issued by the Los Angeles County Department of Public Health or must include an affirmation statement on Form PW-14 indicating that the permit will be obtained prior to the execution of the contract. 5. Proposer or its subcontractor(s), if any, must provide a minimum of 50 operators to operate heavy equipment necessary to perform debris removal. Each operator must possess a valid and active Commercial Class Driver License, as well as any other certifications or licenses required to operate the required equipment. The licensed operators must be listed on the Statement of Qualified Operators Form PW-16. Due to the high volume of equipment and trucks required for this service, individual owner operators will not be awarded a contract. 6. Proposer has submitted documentation demonstrating its good faith efforts to meet the County's CBE Program goal in accordance with Section 1.V, Community Business Enterprise Participation. If the proposer has not identified subcontractors for this contract, proposer must demonstrate its compliance with good faith efforts to meet the County's CBE Program goal in accordance with Section 1.V, Community Business Enterprise Participation, when subcontractors have been identified for use on the contract. Please refer to Form PW-14 for further clarification. <p>There will be no proposers' conference required for this solicitation. The deadline to submit written questions for a response is Tuesday, December 19, 2023, by or before 5:30 p.m. Please direct your questions to Messrs. Medina or Fong. The deadline for proposal submission is Thursday, January 4, 2024, at 5:30 p.m. Please direct your questions related to this solicitation to Messrs. Medina or Fong. See below for all deadlines relating to this solicitation. Be advised, any changes to the due dates listed herein will only be made by Public Works, in writing in the form of an Informational Update or Addendum to the solicitation.</p> <p>IMPORTANT NOTICE: Submission of proposals will only be accepted electronically using BidExpress or electronic proposals via Universal Serial Bus (USB) or compact disk to the Cashier's Office in Public Works Headquarters located on the Mezzanine Floor, 900 South Fremont Avenue, Alhambra, California 91803. Proposals received after the closing date and time specified in this Notice of Request for Proposals will be rejected by Public Works as nonresponsive. Submission of hard copy proposals will not be accepted.</p> <p>PROPOSALS MAY BE SUBMITTED ELECTRONICALLY USING THE METHOD DESCRIBED BELOW:</p> <p>Electronic Submission of Proposals: In lieu of submitting electronic proposals to the Cashier's Office, you may submit proposals electronically on www.bidexpress.com, a secure online bidding service website. To submit your proposals electronically, register with BidExpress, prior to the due date above. A new registration page must be signed, notarized, and received by BidExpress customer support for processing before the due date. An Infotech/BidExpress Set-up Guide is included as Attachment 7 for reference. There is a nominal service fee to use BidExpress.</p> <p>Please note, each file upload in BidExpress is limited to 10 MB per file up to 50 files for a total of 500 MB. Proposers shall plan ahead and allow sufficient time to account for the registration and file size limitations before the proposal submission deadline to complete the uploading of proposal files. If a proposer submits a proposal through BidExpress, the proposer should not send hard copies, compact disc, or any other materials to the County via mail.</p>		
Open Day:	11/29/2023	Close Date:	1/4/2024 5:30:00 PM
Contact Name:	Danny Medina	Contact Phone:	(626) 458-4080
Contact Email:	dmedina@pw.lacounty.gov		
Last Changed On:	11/29/2023 4:46:58 PM		
Attachment File (0):	<p>Click here to download attachment files.</p>		

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Solicitation Detail

Solicitation Number:	BRC0000458		
Title:	On-Call Emergency Debris Removal Services Program (BRC0000458)		
Department:	Public Works		
Bid Type:	Service	Bid Amount:	\$75,000,000.00
Commodity:	DISASTER RELIEF SERVICES		
Description:	<p>PLEASE TAKE NOTICE that Public Works requests proposals for the On-Call Emergency Debris Removal Services Program (BRC0000458). This program has been designed to have a potential maximum contract term of 5 years, consisting of an initial 1-year term and four potential additional 1-year renewal options. The total annual program amount of this service is estimated to be \$75 million. The Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be accessed at http://pw.lacounty.gov/brcd/servicecontracts or may be requested from Mr. Danny Medina at (626) 458-4080 or dmedina@pw.lacounty.gov; or Mr. Eric Fong at (626) 458-4077 or erfong@pw.lacounty.gov, Monday through Thursday, 7 a.m. to 5 p.m.</p> <p>Note: These contracts may be funded or reimbursed with local, State, and/or Federal funds requiring the proposers to follow all pertinent local, State, and Federal laws, regulations, declarations, and executive orders.</p> <p>The County may award up to 12 contracts for this Program. Each proposer whose proposal meets the minimum mandatory requirements and receives a preliminary score of no less than 60 points in accordance with the evaluation criteria set forth herein, up to a maximum of 12, may be awarded a contract. Should more than 12 proposals receive evaluation scores of 60 points or better, only the 12 highest-rated proposers will be awarded a contract. The County reserves the right to increase or decrease the number of contracts that will be awarded. Awardees will be ranked from highest to lowest based on their scoring.</p> <p>IMPORTANT: In accordance with Exhibit A, Scope of Work, Section Q, Assignment of Work, the resultant contractors of this program shall respond to immediate requests for debris removal work to be performed within approximately the first 70 hours of a declared disaster/emergency or such period of time otherwise required for the County to request bid prices for ongoing work. During the initial approximate 70 hours, work will be requested from the contractors in order of their ranking as established by their proposal scoring based on the evaluation criteria set forth in this solicitation. For work to be performed after the initial emergency response timeframe, all contractors regardless of ranking shall receive a bid request for work to be performed, the most responsive and responsible bidder submitting the lowest bid will be assigned the requested work.</p> <p>PLEASE CHECK THE WEBSITE FREQUENTLY FOR ANY CHANGES TO THIS SOLICITATION. ALL ADDENDA AND INFORMATIONAL UPDATES WILL BE POSTED AT http://pw.lacounty.gov/brcd/servicecontracts. "Do Business with Public Works" Website Registration: All interested proposers for this RFP are strongly encouraged to register at http://pw.lacounty.gov/general/contracts/opportunities. Only those firms registered for this RFP through the website will receive automatic notification when any update to this RFP is made. The County does not have an obligation to notify any proposers other than through the Public Works website's automatic notification system.</p> <p>Proposers awarded a contract resultant of this solicitation are required to contact certified vendors registered as Community Business Enterprise (CBE) by the Los Angeles County Department of Consumer and Business Affairs, for potential subcontracting opportunities.</p> <p>Minimum Mandatory Requirements: Proposers must meet all minimum requirements set forth in the RFP document at the time of proposal submission including, but not limited to:</p> <ol style="list-style-type: none"> Proposer must have a minimum of 3 years of experience in providing clean up, debris collection, removal, and disposal services. Subcontracting is not permitted to fulfill this requirement. Proposer or its subcontractor(s), if any, must own a minimum of 50 items of heavy equipment necessary to perform debris removal services including, but not limited to, skip loaders, cranes, and haul trucks. The required number of equipment items must be listed on the Statement of Equipment Form PW-15. Proposer or its subcontractor(s), if any, must provide a minimum of one International Society of Arboriculture certified arborist. Proposer or its subcontractor(s), if any, must possess a valid and active Waste Collectors Permit issued by the Los Angeles County Department of Public Health or must include an affirmation statement on Form PW-14 indicating that the permit will be obtained prior to the execution of the contract. Proposer or its subcontractor(s), if any, must provide a minimum of 50 operators to operate heavy equipment necessary to perform debris removal. Each operator must possess a valid and active Commercial Class Driver License, as well as any other certifications or licenses required to operate the required equipment. The licensed operators must be listed on the Statement of Qualified Operators Form PW-16. Due to the high volume of equipment and trucks required for this service, individual owner operators will not be awarded a contract. Proposer has submitted documentation demonstrating its good faith efforts to meet the County's CBE Program goal in accordance with Section 1.V, Community Business Enterprise Participation. If the proposer has not identified subcontractors for this contract, proposer must demonstrate its compliance with good faith efforts to meet the County's CBE Program goal in accordance with Section 1.V, Community Business Enterprise Participation, when subcontractors have been identified for use on the contract. 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