



REQUEST FOR PROPOSALS

SOLID WASTE SERVICES

February 2012

Mariposa County Department of Public Works

**Peter M. Rei
Director**

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1. SUMMARY

The Mariposa County, Department of Public Works, hereinafter collectively referred to as “County,” is requesting proposals from qualified providers of **Solid Waste Services**.

The term “Offeror” or “Firm” as used herein shall refer to providers submitting a proposal in response to this Request for Proposals (RFP). The term “Contractor” or “Provider” is also used to describe the successful offeror(s) in the context of providing services under a contract resulting from this RFP.

An electronic copy may be downloaded from www.mariposacounty.org. Potential offerors must register with the County in order to be notified of addenda and other notices. To register, please send an email to gollivier@mariposacounty.org indicating “Solid Waste Services - Registration” in the subject field. If you do not receive a reply to this email indicating that you have been registered, please call 209/966/5165.

The issuance of this solicitation **does not constitute an award commitment on the part of the County**, and the County shall not pay for costs incurred in the preparation or submission of proposals. **The County reserves the right to reject any or all proposals or portions thereof if the County determines that it is in the best interest of the County to do so.**

Failure to furnish all information requested or to follow the format requested herein, or the submission of false information, may disqualify the proposer, at the sole discretion of the County. The County may waive any deviation in a proposal. The County’s waiver of a deviation shall in no way modify the RFP requirements nor excuse the successful proposer from full compliance with any resultant agreement requirements or obligations.

Each PROPOSAL received will be evaluated on the criteria described herein. All responses must be sealed, clearly marked “PROPOSAL – Solid Waste Services” and must include all elements described in the **PROPOSAL CONTENT AND FORMAT REQUIREMENTS** section of this RFP. One original and five (5) copies of the proposal must be delivered to the location listed on page one (1) of this RFP before the date and time listed in the **CONTRACT AWARD SCHEDULE** section of this RFP. The County will not be responsible for a PROPOSAL delivered to a person or location other than that specified herein, and reliance on the postal service will not excuse a late submission.

Questions or requests for clarification of this Request for qualifications must be submitted in writing no later than the date and time listed in the **CONTRACT AWARD SCHEDULE** section of this RFP. Responses to questions will be published in an addendum after the question submittal deadline has passed. The County reserves the right to decline to respond to any questions if, in the County’s assessment, the information cannot be obtained and shared with all potential offerors in a timely manner.

Any amendment or addendum to this RFP is valid only if in writing and issued by the County of Mariposa Department of Public Works.

2. TENTATIVE CONTRACT AWARD SCHEDULE

Issue RFP	March 9, 2012
Deadline for Submitting Questions	April 9, 2012.
Deadline for Proposal Submittal	May 14, 2012
Notify Firms of Short List Ranking	Week of June 4, 2012
Interviews with Short Listed Firms	Week of June 18, 2012
Notify Firms of Final Selection	Week of June 25, 2012
Negotiate Contract	July 2, through July 31, 2012
Contract Effective Date	September 3, 2012

3. GENERAL CONDITIONS

- 3.1 Prime Responsibility:** The selected Contractor(s) will be required to assume full responsibility for all services and activities offered in its/their PROPOSAL(s), whether or not provided directly. Further, the County will consider the selected Contractor(s) to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.
- 3.2 Assurance:** Any contract awarded under this RFP must be carried out in full compliance with Title VI and VII of the Civil Rights Act of 1964 as amended, and Section 504 of the Rehabilitation Act of 1973 as amended. The Provider must guarantee that services provided will be performed in compliance with all applicable county, state and federal laws and regulations pertinent to this project. Prior to executing an agreement the Provider will be required to provide evidence substantiating the necessary skill to perform the duties through the submission of references.
- 3.3 Independent Contractor:** In performance of the work, duties and obligations assumed by the offeror, it is mutually understood and agreed that the offeror, including any and all of the offeror's officers, agents and employees, will at all times be acting and performing in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner or associate of the COUNTY.
- 3.4 Mariposa County prohibits discrimination in employment or in the provision of services because of race, color, religion, religious creed, sex, age, marital status, ancestry, national origin, political affiliation, physical disability or medical condition. This clause does not require the hiring of unqualified persons.**
- 3.5 Costs will be considered in evaluating each proposal. This should not be considered a "bid" but a cost proposal subject to negotiation. The County reserves the right to negotiate specific terms, conditions, compensation, and provisions on any contracts that may arise from this solicitation. Should the County fail to reach a contract with the selected vendor; the County will cease negotiations and begin negotiations with the next highest rated vendor from the PROPOSAL evaluation.**
- 3.6 Mariposa County reserves the right to:**
- Request clarification of any submitted information;
 - Set aside a PROPOSAL for any irregularity including but not limited to missing information;
 - Not enter into any agreement;
 - Not to select any applicant;
 - Amend or cancel this process at any time;
 - Interview applicants prior to award and request additional information during the interview;
 - Negotiate a multi-year contract or a contract with an option to extend the duration;
 - Award more than one contract if it is in the best interest of the County; and/or
 - Issue a similar RFP in the future.

- 3.7** Prior to commencement of services, the Contractor must provide evidence of the following insurance coverages: Worker's Compensation, Commercial General Liability (naming the County of Mariposa as additional insured), Comprehensive Business or Commercial Automobile Liability for Owned Automobiles and Non-owned /Hired Automobiles. In addition a performance bond will be required. The Contractor will be required to maintain the required coverages, at its sole cost and expense, throughout the entire term and any subsequent renewal terms of the contract. The insurance requirements will generally be as follows: General Liability-\$ 1 million, Environmental Liability-\$ 5 million, Commercial Automobile-\$ 1million. The performance bond amount will be \$ 500,000.
- 3.8** The County of Mariposa encourages its contractors and subcontractors to use the US. Citizenship and Immigration Services E-Verify system to verify that employees are eligible to work in the United States. Information about the E-Verify system is available at www.dhs.gov/e-verify.
- 3.9** Proprietary Information that the offeror does not wish disclosed beyond what is necessary for PROPOSAL evaluation or subsequent contract administration will be kept confidential to the extent permitted by the County as follows. Each page shall be identified by the offeror in bold face text at the top and bottom as "PROPRIETARY". Any section of the PROPOSAL that is to remain confidential shall also be so marked in boldface text on the title page of that section. Cost information may not be deemed proprietary. Despite what is labeled as confidential, proprietary, or trade secret, the determination as to whether or not certain material is confidential, proprietary or trade secret shall be determined by law. If a prospective contractor designates any information in its PROPOSAL as proprietary pursuant to this provision, the prospective contractor must also submit one copy of the PROPOSAL from which the proprietary information has been excised. The proprietary material shall be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the content of the PROPOSAL as possible.

4. BACKGROUND

4.1 Demographic Information

The estimated population of the County in the 2010 California census was 18,210. For further information about the County please visit its website at www.mariposacounty.org

4.2 Estimated Waste Quantities:

Actual Annual Quantities and Transactions 2010/2011

Type of Waste	Quantity
Mixed Solid Waste	8,930.25 tons
Construction and Demolition	1,114.37 tons
Recycling	985.92 tons
Green Waste	20.57 tons
Household Hazardous Waste	

Approximately 40,000 total transactions were conducted in FY 2010/2011.

4.3 Current Rates

A sampling of gate fees charged at the Mariposa County Solid Waste Facility is as follows:

- MSW: \$121/ton
- C&D: \$ 121/ton
- Wood/yard waste: \$55/ton

4.4 Available Information

The above is only a sampling of information regarding current waste volumes and rates. Additional information that may be required for development of proposals must be requested in writing (e-mail is preferred) to the contact person identified in Section 8. Responses to such requests will be made at the discretion of the Solid Waste Manager by issuance of an Addendum to this RFP.

5. DESCRIPTION OF SERVICES REQUIRED

5.1 General

This contract involves all of Mariposa County.

The County intends to select a firm that will provide the following types of services:

- Landfill Operations
- Composting Facility Operations
- Transfer Station Operations and Disposal of Refuse
- Management and Operation of Recycling Activities
- System Improvements and Upgrades

The County is anticipating entering into a contract/franchise agreement with a term of ten (10) years plus the option for a five (5) year extension. Of course, this is negotiable.

The County has the following broad goals with respect to this agreement:

- Long Term Cost Stability
- Long Range Planning and Improvements
- Reduced Risk to County

The intent of this RFP is to provide generalized goals and generalized descriptions of services desired to be provided by the Solid Waste firm. The County's expectation is for the Solid Waste firm to develop a program to provide the desired services and meet the broad goals of the County. It will be up to the Solid Waste firm to determine the most efficient and effective means to deliver these services. It is expected that the firm will draw on their areas of expertise as well as their knowledge of the solid waste and recycling markets to develop a custom plan specific to Mariposa County.

Proposals must include, at a minimum, the services described in sections 5.2 through 5.4 below. We are describing these services with the understanding that the Solid Waste firm is expected to expand, contract or recommend the addition of services as it deems appropriate. Section 5.5 provides examples of services that may be added at the discretion of the Solid Waste firm.

The County encourages the firm to develop a comprehensive solid waste plan that takes full advantage of the firm's expertise, resources and special knowledge of markets and local conditions. Mariposa County looks at this contract as a long term partnership with a firm who is willing to commit to meet all of our solid waste needs into the foreseeable future. Cost of service, reduction of financial and regulatory risk and attention to local needs are highly important.

All services provided by the Solid Waste firm shall conform to all applicable state and federal regulations. Conformance will be the responsibility of the Solid Waste firm, including meeting clean air standards for all equipment.

The County's intent is for the Solid Waste firm to take full responsibility for solid waste activities in Mariposa County. This includes all maintenance and operations costs as well as unexpected events such as fluctuations in the economy which may affect recycling markets and refuse

volumes. The contract will require that the Solid Waste firm cope with such fluctuations without increases to agreed rates.

5.2 Transfer Station Operations and Disposal of Refuse

This subsection involves operational and management responsibilities of the County owned transfer facilities. These facilities are located at Lake Don Pedro, Coulterville, Hornitos and Fish Camp. In addition, this subsection involves loading, transporting and disposal of refuse at the County's landfill.

The Solid Waste firm will be responsible for, and pay all associated costs involved in maintenance and operation of all facilities.

Minimum services to be provided:

- a. Oversight of County Owned Transfer Facilities
 - Operate, manage and maintain transfer stations.
 - Maintain facility grounds, buildings/structures and equipment.
- b. Traffic Control
 - Safe control and direction of all traffic at facilities including signing and striping and all necessary traffic control strategies and devices.
- c. Scale House and Cashier Station
 - Perform weighing and cashiering functions for the collection of all fees.
- d. Public Receiving Area
 - Oversight and traffic management for the unloading areas and public drop-off area at the transfer station.
- e. Household Hazardous Waste Facility
 - Manage and operate the HHW facility and dispose of all hazardous waste collected. (Including E-Waste)
- f. Preparing Refuse for Transport
 - Loading haul vehicles and preparation for transport services required at all County controlled transfer stations
- g. Transport
 - Transport all refuse to disposal site
- h. Disposal
 - Provide for disposal of refuse at the disposal site.
 - Deliver and dispose of refuse at disposal site
- i. Wawona trash cleanup
 - Once a year Pine needle clean up
 - Once a year bulky item pickup

5.3 Management and Operation of Recycling Activities

This subsection involves operational and management responsibilities of all recycling activities.

It is the County's expectation that the Solid Waste firm will provide recycling services that adapt to the changing conditions and markets. Under this category the County is interested in traditional recycling as well as recycling activities that may be more uniquely suited to Mariposa County's specific conditions.

Minimum services to be provided:

- a. Oversight of Recycling Operations
 - Solid Waste firm shall receive, and transport recyclables from the Don Pedro, Coulterville, Hornitos and Fish Camp Transfer Stations.
 - Provide and operate a public recycling center at the Mariposa landfill.
- b. Materials to be Recycled (not all-inclusive)
 - Aluminum, appliances (white goods), glass, bi-metal cans, magazines, cardboard, newsprint, paper, plastics, batteries, tires, motor oil, wood/yard waste.
- c. Meet Regulatory Requirements, Prepare for, and meet, current and future recycling mandates set by the State.
- d. Provide recycling education and outreach programs.

5.4 System Improvements and Upgrades

The County anticipates receiving options and proposals from the Solid Waste firm for ongoing upgrades/enhancements to the solid waste services. The following topics are conceptual in nature and the County understands that some of these concepts may or may not be feasible. It is important to the County that the Solid Waste firm shows a firm grasp on future needs and requirements, and possesses the foresight and financial resources to address future needs. The services proposed shall include only such services that the firm considers to be cost effective, reasonably sustainable and relevant to Mariposa County.

Proposals must address all of the following concepts. Although each concept must be addressed, it does not mean that the contractor must include all (or any) of these concepts in its cost proposal. For any of the following not included in the cost proposal, explain why it was excluded. The firm is encouraged to include in their proposal other ideas, not listed below, that they consider to be beneficial to Mariposa County. The county is interested in any ideas on how to better manage the counties Solid Waste and Recycling; including but not limited to converting the Solid Waste facility to a transfer station.

- a. Construct improvements at the transfer stations to improve services
- b. Construct improvements at the transfer stations to improve safety.
- c. Automated equipment
 - Processing center sorting area
 - Transfer station automation
 - Clean air standards must be met

5.5 Optional Services

Services described under the following section(s) of this RFP shall be considered optional services:

System Improvements and Upgrades

The County is interested in the Solid Waste firm's vision of future services and improvements to Mariposa County's solid waste program. We want to see a coordinated, cost effective future plan as well as the associated costs.

At the discretion of the Solid Waste firm, specify prices for the system improvements and upgrades that the firm intends to provide. The services proposed by the firm shall include only such services that the firm considers to be cost effective, reasonably sustainable and relevant to Mariposa County.

The prices provided should reflect the Solid Waste firm's long range plans for the program. Include only costs for the services proposed to be provided by the firm.

The Solid Waste firm shall provide the following prices for these optional services:

- Any optional services proposed by the Solid Waste firm shall be added to and included in the **Landfill and Compost facility** and **Transfer station gate fee schedule** described in Section 6.2.A. These augmented fees will cover all costs associated with the **total price** of services provided by the Solid Waste firm.
- For each optional service proposed provide the incremental increase in the fee schedule attributed to the specific optional service.

5.6 Operation of Landfill

- A. Comply with all local state and federal regulations
- B. Maximize life of landfill
- C. Complete all required reporting on time.

6 PROPOSAL CONTENT AND FORMAT REQUIREMENTS

Interested firms shall submit an original plus five (5) copies of their PROPOSAL to the location listed on Page 10 of this RFP.

PROPOSALS must be delivered no later than the date and time listed in the CONTRACT AWARD SCHEDULE and shall contain the following items:

6.1 Service Proposal

Address all services listed under "Section 5. DESCRIPTION OF SERVICES REQUIRED". The proposal format is at the discretion of the Solid Waste firm. See sections 3.6 and 3.8 for additional information.

An error in the proposal may cause the rejection of that proposal; however, the County may, in its sole discretion, retain the proposal and make certain corrections. In determining if a correction will be made, the County will consider the conformance of the proposal to the format and content required by the RFP. If the proposer's intent is clearly established based on review of the complete proposal submittal, the County may, at its sole option, correct an error based on that established content. The County may also correct obvious clerical errors. The County may also request clarification from a proposer on any item in a proposal that County believes to be in error.

6.2 Pricing Proposal

A. Mandatory Base Services

Services described under these sections of this RFP shall be considered mandatory base services:

Landfill and Compost facility management and operations

Transfer Station Operations and Disposal of Refuse

Management and Operation of Recycling Activities

The Solid Waste firm shall provide the following prices for these base services:

- Under the contract/franchise agreement the Solid Waste firm shall provide a **landfill and Composting facility** and a **transfer station gate fee schedule**. These are the

fees that will be charged by the Solid Waste firm to its service customers and at the transfer station gates. These fees will cover **all** costs associated with the base services.

B. Franchise Fees

Provide the amount proposed to be paid to the County in franchise fees. The County anticipates franchise fees to be included in the contract at a level that will cover administration of this franchise.

- 6.3 Provide a cover letter not to exceed three (3) pages including a discussion of the firm’s depth and breadth of experience with similar projects. Include a discussion of the firm’s approach to providing the services described in Section 5. Any referenced project experience must be verifiable by the County upon request.
- 6.4 Provide resumes of the project team.
- 6.5 Provide an organization chart showing the relationships among all essential personnel, including subcontractors and support staff assigned to the project. Provide the location of the project office, which team members are located at the project office and which will be working remotely.
- 6.6 All assumptions shall be listed in a separate section.
- 6.7 Provide the names of the Project Manager and person authorized to negotiate the contract on behalf of the firm.
- 6.8 Provide contact information for no less than three (3) references from public agencies.

7 SELECTION PROCEDURES

Proposals will be evaluated with a short list and final ranking being developed by a Selection Committee. Firms will be short-listed based on the following evaluation criteria.

Criteria	Maximum Points
Service Proposal	50
Pricing Information	25
Project Management Team Experience	25
TOTAL	100

The Selection Committee may interview the top two or more firms on the short list. The Committee would like to meet the project manager during the interview. The County desires the Solid Waste firms to prepare a formal presentation. Following the presentation, it is our intent to discuss the scope of services with the Firm’s lead project personnel in an interview format. The final ranking of the Firms will be based on the results of the presentation and interview.

The County may bypass the presentation and interview and begin negotiations with a selected Firm, which, in the opinion of the selection committee, is clearly the best qualified.

The Selection Committee will present its recommendation to the County’s 939 Task Force. The input and recommendations of the Task Force as well as of the Selection Committee will be presented to the Board of Supervisors, which will make the final decision on the award, if any, of a contract.

The Contractor(s) selected for this project will be required to comply with insurance standards as deemed acceptable to the County’s Risk Manager. No agreement with the County of Mariposa is in effect until both parties have signed a contract.

8 INQUIRIES

Proposers are specifically directed not to contact any County personnel, other than the Contact

Person indicated below, for any purpose related to this RFP. Unauthorized contact of any County personnel may be cause for rejection of a vendor's proposal. All inquiries concerning this RFP should be directed to the following Contact Person:

Direct all inquiries regarding this RFP or RFP submissions to:

Greg Ollivier, Solid Waste Manager
Mariposa County Public Works
4639 Ben Hur Road
Mariposa, CA 95338
(209) 966-5165
gollivier@mariposacounty.org