



Mariposa County Department of Public Works

Roads – Parks & Recreation – Facilities - Airport
Engineering – Surveying – Transportation – Utility Operations
Fleet Maintenance – Solid Waste - Cemeteries

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Team, Service, Stewardship

August 31, 2023

RE: REQUEST FOR PROPOSAL

To Whom it May Concern,

Mariposa County is seeking competitive proposals to procure a single contract for **Collection Bin Supplier and Waste Hauler** for Winter Storm Debris Disposal.

Project Purpose and Background: The Winter Storm Debris Disposal Program will be a County led, collaborative disaster recovery effort to provide a means for property owners and residents to dispose of their debris caused by the late February - early March winter snow, rain and flood storm damage.

A non-mandatory pre-proposal meeting will be held on September 14, 2023 @ 1:00pm located at the Public Works Offices, 4639 Ben Hur Rd., Mariposa CA, for proposers to obtain clarification of the requirements and receive answers to relevant questions. After the meeting, a written response to any questions will be posted on the County's website.

All communication regarding this solicitation shall be submitted via email to mhespenheide@mariposacounty.org.

Scope: The County will establish (3) locations to be used as temporary drop-off sites. The Contractor shall be responsible for managing debris at these 3 sites concurrently for 1 week, Monday through Friday including, but not limited to, providing equipment to manage debris piles, loading debris for transport, hauling, and restoring the site to its pre-use condition at the end of the week. Chipping of vegetation is a permitted reduction activity at these sites.

The tentative sites are:

- (1) Jerseydale
7013 Best Road
- (2) Lushmeadows
5987 Meadow Lane
- (3) Greeley Hill
6386 Greeley Hill Road

Each site will consist of a minimum of (2) collection bins (1 for construction/storm damage debris and 1 for vegetative debris) and (1) skid-steer loader with at least (1) equipment operator per site to sort and place debris into designated collection bins. Once

bins are full, they are to be replaced with a collection bin and hauled to a permitted disposal site. County reserves the right to extend the schedule beyond 1 week depending on demand.

Tipping fees/disposal costs shall be paid by the Contractor and actual incurred cost shall be invoiced to the County for reimbursement.

Drop-off sites shall be operated 9am to 4pm.

The County does not guarantee a fixed amount of tonnage anticipated to be hauled in order to meet a specific scope or maintain a specific budget.

Contractor Deliverables:

Minimum (2) collection bins per site
(1) skid-steer loader per site
(1) equipment operator per site
Hauler(s) to haul full containers to designated disposal facilities
Daily Reports

The Contractor shall make daily reports to the County to detail the progress of debris collection and disposal operations. Such reports shall include (1) types and volumes of debris transported and disposed; (2) the number of trucks, other equipment and personnel utilized that day; and (3) other operational information as requested by the County.

Any required drop-off site preparation shall be the responsibility of the Contractor.

Care shall be taken to safeguard all existing facilities, site amenities, vehicles, etc. on or around the drop-off sites. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the County, including the restoration to its previous condition.

The Mariposa County Landfill will accept C&D Debris, White Goods, E-waste, Scrap Metal, and vegetative debris.

The Mariposa County Landfill will not accept hazardous wastes. The Contractor is responsible for inspecting each load to verify contents are in accordance with eligible debris. Regular household trash must be rejected. The California Department of Toxic Substances Control will be present at collection sites.

The County will be responsible for public outreach.

Contract Term: The initial term of the contract shall be 6 months from the effective date.

Schedule of Events

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|------------------------------------|--------------------|
| RFP Advertised | 8/31/2023 |
| Non-Mandatory Pre-Proposal Meeting | 9/14/2023 |
| Proposal Deadline | 9/21/2023 @ 4:00pm |
| Notice of Intent to Award | 10/2/2023 |
| Contract Execution | 10/17/2023 |
| Mobilization | 11/6/2023 |

License Requirements: All required licenses, certifications, and registrations must be current and active at the time of proposal submission. All required licenses, certifications, and registrations must be maintained in good standing throughout the term of the agreement. Lapses occurring after proposal submission may be grounds for disqualification or contract termination.

The Contractor must possess a General Class A, General Engineering license with a Hazardous Substance Removal Certification (HAZ) issued by the State of California.

DIR Registration: The Contractor must be currently registered with the Department of Industrial Relations (Labor Code sections 1725.5, 1771.1).

Insurance: The Contractor shall 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 work hereunder by the Contractor, its agents, representatives, or employees.

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

(2) Automobile Liability: ISO Form Number CA 00 01 covering any auto, (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage.

(3) Workers' Compensation insurance as required by the State of California, with Statutory Limits.

B. OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provision:

(1) Additional Insured Status: The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 forms if a later edition is used).

(2) Primary Coverage: For any claims related to this Agreement, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

(3) Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

(4) Waiver of Subrogation: Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

(5) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

(6) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the County.

(7) Verification of Coverage: Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Submittal Requirements: Sealed proposals will be received at the Mariposa County Public Works office, 4639 Ben Hur Road, Mariposa, CA 95338 until 4:00pm on September 21, 2023.

No proposals will be accepted after the date and time specified. The County reserves the right to reject any and all proposals and to waive any minor irregularities. All materials submitted in response to this request become property of the County.

Proposals should contain the following information:

Letter on official letterhead stating the proposer's understanding and approach to the project. It should contain a summary of proposer's ability to perform the services requested and confirm that the proposer is willing to enter into a contract with the County to perform those services required. The letter must identify the person authorized to contractually obligate its company. Proposers must provide a statement of availability of personnel and equipment, and commitment to schedule.

Proposals must list any subcontractors. The prime contractor must perform 50% of the work.

The Contractor shall provide a fee schedule including the following items:

- Mobilization including preparation of a plan for opening and operating each drop-off site including temporary fencing and toilets.
- Construction and Demolition debris loaded, hauled and dumped at a County-approved disposal site or landfill. Tonnage or cubic yard rate where scales are not present. Costs include materials, direct labor costs, indirect cost, and profit margin.
- Vegetative debris loaded, hauled, and dumped at a County-approved disposal site or landfill. Tonnage and cubic yard rate where scales are not present. Costs include materials, direct labor costs, indirect cost, and profit margin.
- White goods and hazardous waste separated and processed in accordance with all local, state, and federal laws, rules, permits, regulations, and standards. Per white good (appliance) rate. Costs include materials, direct labor costs, indirect cost, and profit margin.

The County will have a representative in the field daily to monitor and record work times for each piece of equipment and crew-member present at each drop off site.

Evaluation of Proposals

The County will evaluate each proposal and determine whether the proposer meets the minimum qualifications. The County will evaluate proposals on a pass/fail basis. To receive a "pass" score and be considered responsive, the proposal must comply with all requirements in this RFP. If a bid package does not meet all of the requirements set forth in this RFP, it may be considered non-responsive and rejected from further competition.

Once the County has completed the evaluation of all proposals, it will publish a Notice of Intent to Award to the proposer based on the lowest evaluated cost.

Invoices: The Contractor should submit regular invoices every 30 days including supporting documentation such as load tickets and respective invoice amounts.

DBE: The County affirms that for any contract entered into pursuant to this RFP, disadvantaged business enterprises will be afforded full opportunity to submit proposals in response to this RFP.

Federal Requirements: The Contractor shall comply with all Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards found at 2 C.F.R. sections 200.317-327.

The successful bidder will be required to sign a non-collusion statement and a certification in compliance with 44 C.F.R. Part 18, Certification Regarding Lobbying.

The Contractor must comply with the Davis-Bacon Act and the California prevailing wage law.

The Contractor agrees not to discriminate in its employment practices and will render services under the contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by the Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of the contract.

Contract Modification: The County reserves the right to delete any portion of the contract at any time without cause, and if such right is exercised by the County, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted to the estimated cost of the work originally planned.