

# Attachment B

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# **REQUEST FOR PROPOSALS (RFP) #10774**

**FOR**

## **THE LITTER ABATEMENT PROGRAM**

**RFP Release Date: September 10, 2020**

**Proposals are due by 3:00 pm (PST) on October 1, 2020**

*Draft Approved by Counsel Printed Name* \_\_\_\_\_

*Draft Approved by Counsel Signature* \_\_\_\_\_

*Draft Approved by C/P Supervisor* \_\_\_\_\_

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## SOLICITATION DETAILS SECTION

### 1.0 INTENT

- 1.1 The County of Monterey, Resource Management Agency (RMA), hereinafter referred to as “COUNTY”, is soliciting written proposals from qualified and experienced firms, hereinafter referred to as “CONTRACTOR(s)” to provide services to address illegal dumping of household, commercial, and industrial waste items on County roads and public lands, including but not limited to: waste collection and illegal dumping mitigation throughout Monterey County. See Section 5.0, Scope of Work. Interested CONTRACTOR(s) are to submit their proposals per this Request for Proposals (RFP) #10774.
- 1.2 Proposals will be evaluated by a selection panel to select CONTRACTOR(s) to negotiate a AGREEMENT(s) with the COUNTY.
- 1.3 CONTRACTOR(s) will perform litter abatement and clean up at the direction of the RMA - Public Works. RMA will issue an RFP and will coordinate with the Health Department’s Environmental Health Bureau (EHB) on selecting qualified CONTRACTOR(s). The timeframe to award contracts and start work under this Program would be November 1, 2020.
- 1.4 This solicitation is not intended to create an exclusive service AGREEMENT. County retains the ability, at its sole discretion, to add qualified CONTRACTOR(s) at any time.

### 2.0 BACKGROUND

- 2.1 The County of Monterey is located on the Central Coast of California, approximately 120 miles south of San Francisco. The COUNTY is approximately 3,350 square miles.
- 2.2 The COUNTY, operates a Litter Abatement Program (Program), which provides for the collection and disposal of litter, debris, and materials dumped illegally along COUNTY roads and public rights-of-way and on public lands. Annually, the Program removes 150-200 tons of household and industrial materials from COUNTY roadways and operates seven (7) days a week.
- 2.3 COUNTY is soliciting written proposals from qualified companies hereinafter referred to as “CONTRACTOR(s)”, that can provide the required professional partnership services to assist with litter abatement and pick-up.
- 2.4 The Program is a partnership between the RMA, EHB, Salinas Valley Solid Waste Authority (SVSWA) and Monterey Regional Waste Management District (MRWMD), and CONTRACTOR(s), with multiple components.
- 2.5 EHB administers the Solid Waste Agreement (Unified Franchise Agreement or “UFA”)

with Waste Management, Inc. for solid waste services in unincorporated Monterey County. EHB will work with the waste management districts and CONTRACTOR(s) to expand more frequent community clean ups County-wide and will negotiate additional cleanup events and expanded road cleanup response. EHB is working to expand outreach efforts to reduce illegal dumping through the illegal dumping and litter abatement task force.

- 2.6 RFP #10774 will establish a Program professional partnership to assist with litter abatement and pick-up. The COUNTY seeks CONTRACTOR(s) who will abide by all local, state, and federal regulations and who are also capable of providing all labor, materials, tools, equipment, and supervision, while providing litter abatement services.
- 2.7 Waste collection and illegal dumping mitigation throughout Monterey County includes, but is not limited to, matter not part of the highway facility (litter), such as:
- 2.7.1 Trash, scrap metals, recyclables, (plastic, glass products, paper products) wood, household waste, vegetation debris, auto parts, trash thrown from the windows of passenger vehicles and from trucks with uncovered loads, rubber products, e.g. tires, other large bulky items, spot litter, and dump sites.
- 2.7.2 Bulky Items, which can be discarded materials such as household appliances (including refrigerators), furniture, carpets, mattresses, white goods, clothing, un-mounted tires, and oversized green waste such as tree trimmings and large branches, and similar large items which can be handled by two (2) people; or some combination of such items in a container, construction, and demolition debris.
- 2.7.3 Spot litter is a small dump site that often contains household waste materials.
- 2.7.4 Dump sites may contain large or bulky items. Illegal dumping, also called open dumping, midnight dumping, or fly dumping is also a significant source of trash on or near the roadways. Dumping differs from littering in the amount of material, type of materials (hazardous), who dumps it, and the underlying reasons for this behavior.
- 2.8 COUNTY will grant CONTRACTOR(s) the exclusive franchise, right, privilege, and duty during the term of the AGREEMENT and any extension thereof to collect and transport the litter to the facilities designated in the AGREEMENT.

### **3.0 CALENDAR OF EVENTS**

- |     |                                     |                                    |
|-----|-------------------------------------|------------------------------------|
| 3.1 | Issue RFP                           | SEPTEMBER 10, 2020                 |
| 3.2 | Deadline for Written Questions      | 3:00 p.m., PST, SEPTEMBER 28, 2020 |
| 3.3 | Proposal Submittal Deadline         | 3:00 p.m., PST, OCTOBER 1, 2020    |
| 3.4 | Estimated Notification of Selection | OCTOBER 16, 2020                   |

3.5 Estimated AGREEMENT Date

NOVEMBER 1 2020

*This schedule is subject to change as necessary.*

- 3.6 **FUTURE ADDENDA:** CONTRACTOR(s), who received notification of this solicitation by means other than through a COUNTY mailing, shall contact the person designated as the COUNTY POINT OF CONTACT herein to request to be added to the mailing list. Inclusion on the mailing list is the only way to ensure timely notification of any addenda and/or information that may be issued prior to the solicitation submittal date. **IT IS THE CONTRACTOR(s) SOLE RESPONSIBILITY TO ENSURE THAT THEY RECEIVE ALL ADDENDA FOR THIS RFP** by either informing the COUNTY of their mailing information or by regularly checking the COUNTY’s Solicitation Center web page at [Monterey County Solicitation Page](#). Addenda will be posted on the website the day they are released.
- 3.7 No Pre-Proposal Meeting/Site Tour: A Pre-Proposal Conference will not be held for this RFP. It is the responsibility of the CONTRACTOR(s) to become familiar with the “Request for Service” locations and needs described in this RFP. It is the COUNTY’s expectation that all litter abatement items identified in this RFP will be addressed in the CONTRACTOR(s) proposal.

#### 4.0 COUNTY POINT OF CONTACT

- 4.1 Questions and correspondence regarding this solicitation shall be directed to:
- Primary Contact for the COUNTY: **Dina L. Northcutt**  
**Management Analyst I**  
 1488 Schilling Place, 2<sup>nd</sup> Floor South  
 Salinas, CA 93901  
 Phone: (831) 759-6684  
 Email: northcuttdl@co.monterey.ca.us
- 4.2 All questions regarding this solicitation shall be submitted in writing (e-mail is acceptable). The questions will be researched and answers will be communicated to all known interested CONTRACTOR(s) after the deadline for receipt of questions.
- 4.3 The deadline for submitting written questions regarding this solicitation is indicated in the **CALENDAR OF EVENTS** herein. Questions submitted after the deadline will not be answered.
- 4.4 Only answers to questions communicated by formal written addenda will be binding.



- 4.5 Prospective CONTRACTOR(s) shall not contact COUNTY officers or employees with questions or suggestions regarding this solicitation except through the primary contact person listed above. **Any unauthorized contact may be considered undue pressure and cause for disqualification of the CONTRACTOR(s).**

## 5.0 SCOPE OF WORK

- 5.1 Contractor Minimum Work Performance Percentage: CONTRACTOR shall perform with their own organization AGREEMENT work amounting to not less than fifty percent (50%) of the original total AGREEMENT price, except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed may be deducted from the original total AGREEMENT price before computing the amount of work required to be performed by CONTRACTOR(s) with its organization.
- 5.1.1 CONTRACTOR(s) will be given a list of "Request for Service" locations and will be providing on-call services.
- 5.2 CONTRACTOR(s) shall remove and legally dispose of litter from COUNTY roads, including shoulders, public rights-of-way, and on public lands, excluding the traveled lanes and shoulders next to barriers and taken to a suitable landfill or refuse service.
- 5.3 CONTRACTOR(s) shall have the necessary qualifications and experience to fulfill the requirements as indicated by the COUNTY.
- 5.4 CONTRACTOR(s) may be required to walk long distances while removing the litter.
- 5.5 CONTRACTOR(s) shall provide notice in writing by letter or email whenever any inclement conditions preclude litter pick-up. The CONTRACTOR shall not be paid for such cancellation.
- 5.5.1 Work with COUNTY point of contact to reschedule a designated work restart day when scheduled day falls on a recognized holiday, such as Christmas or New Year's Day.
- 5.6 CONTRACTOR(s) may, on occasion, need to remove a major accumulation of plant or other material that will interfere with litter pick-up and is not included in this scope. A quote shall be submitted to the designated COUNTY contact. Work shall not begin until work is approved and a written Notice to Proceed is issued by the COUNTY.
- 5.7 CONTRACTOR(s) must supply and supervise qualified personnel to complete daily work assignments or project assignments.
- 5.7.1 CONTRACTOR(s) must have a foreman responsible for the work crew at all times.
- 5.7.2 CONTRACTOR(s) foreman must be able to communicate effectively with COUNTY personnel.

- 5.8 CONTRACTOR(s) will adhere to appropriate safety precautions and requirements needed to do the assigned job.
- 5.9 CONTRACTOR(s), in the course of any work assignment, shall not impede COUNTY business, create a nuisance, or endanger COUNTY employees and/or the public.
- 5.10 CONTRACTOR(s) is expected to work hours that may vary due to the location of the work assignment.  
 5.10.1 Specified work time(s) may be required.  
 5.10.2 Work performed must be approved by the requesting department/division.
- 5.11 CONTRACTOR(s) is required to ensure that all services, costs, and materials must, at minimum, meet the specifications for State of California, State Contractors Board, CAL/OSHA regulations and all other applicable regulations.
- 5.12 CONTRACTOR(s) is to ensure that the insurance and required licenses under both state and local jurisdictions are current during the full term of the AGREEMENT.
- 5.13 The selected CONTRACTOR(s) shall:
- 5.8.1 Perform all work in a professional manner by skilled, experienced workers and be familiar with all best management practices for litter pick-up and disposal.
- 5.8.2 CONTRACTOR(s) must furnish all Personal Protective Equipment (PPE) to their employees for the cleaning task and working in high-speed, high volume roadways in compliance with the California Manual of Uniform Traffic Control Devices (CA-MUTCD), OSHA and others, including, but not limited to, PPE safety vests (class II/III), nitrile gloves, puncture-resistant gloves, eye protection, ear protection, face masks, safety-toed shoes and other appropriate PPE. COUNTY will not supply uniforms or above mentioned PPE.
- 5.8.3 CONTRACTOR(s) shall follow the procedures outlined in the Monterey County Public Works Safety Meeting and Work Procedures (EXHIBIT C).
- 5.8.4 CONTRACTOR(s) shall provide remediation of vacant homeless encampments.
- 5.8.5 CONTRACTOR(s) shall provide all sanitation facilities and supplies to its employees (water, poison oak repellent, etc.)
- 5.8.6 CONTRACTOR(s) shall adhere to “Part 6 Temporary Traffic Control” of the CA-MUTCD.
- 5.8.7 CONTRACTOR(s) shall provide all safe work zone devices for its employees pursuant to the CA-MUTCD, such as traffic control signage, cones, etc.
- 5.8.8 Furnish all labor and equipment required to fulfill the AGREEMENT at no additional expense to the COUNTY.
- 5.8.9 Provide a monthly summary of work performed and identify any issues.  
 5.8.9.1 CONTRACTOR(s) shall provide reports that break down the quantity and tonnage of the different types of debris (EXHIBIT D – LITTER LOG FORM) and electronically submit on a monthly basis to:  
 Crystal Barrientez  
 Maintenance Yard Clerk  
 Email: [barrientezcp@co.monterey.ca.us](mailto:barrientezcp@co.monterey.ca.us)  
 Phone: (831) 755-4885

- 5.8.10 Upon receiving a request for work from the COUNTY, COUNTY Project Manager shall provide a map delineating the limits of the individual litter clean-up task. (EXHIBIT A – ALPHABETICAL LISTING OF COUNTY ROAD RIGHTS OF WAY) and utilize Monterey County’s online GIS Base Layer Map to determine public lands and road rights of way (EXHIBIT B) as a guide.
- 5.8.11 CONTRACTOR(s) shall not commence work until a formal Notice to Proceed has been issued by COUNTY, which may include a work schedule and start date.

## **6.0 CONTRACT TERM**

- 6.1 The term of the AGREEMENT(s) will be for a period of five (5) years with the option to extend the AGREEMENT for two (2) additional one (1) year period(s).
- 6.2 If the AGREEMENT includes options for renewal or extension, CONTRACTOR(s) must commence negotiations for any desired rate changes a minimum of ninety days (90) prior to the expiration of the AGREEMENT.
- 6.3 The AGREEMENT shall contain a clause that provides that COUNTY reserves the right to cancel the AGREEMENT, or any extension of the AGREEMENT, without cause, with a thirty (30) day written notice, or immediately with cause.
- 6.3.1 COUNTY is not required to state a reason if it elects not to renew.
- 6.3.2 Both parties shall agree upon rate extension(s) or changes in writing.

## **7.0 LICENSING/SECURITY REQUIREMENTS**

- 7.1 CONTRACTOR is required to ensure that all services, costs, and materials must, at minimum, meet the specifications for State of California and CAL/OSHA regulations, as applicable.
- 7.2 CONTRACTOR is to ensure that the insurance and required licenses under both state and local jurisdictions are current during the full term of the AGREEMENT.

## 8.0 PROPOSAL/QUALIFICATIONS PACKAGE REQUIREMENTS

### 8.1 CONTENT AND LAYOUT:

8.1.1 CONTRACTOR should provide the information as requested and as applicable to the proposed goods and services. The proposal or qualifications package shall be organized as per the table below; headings and section numbering utilized in the proposal or qualification package shall be the same as those identified in the table. Proposals or qualifications packages shall include at a minimum, but not limited to, the following information in the format indicated:

<b><u>Proposal or Qualifications Package Layout; Organize and Number Sections as Follows:</u></b>	
Section 1	COVER LETTER (INCLUDING CONTACT INFO)
	SIGNATURE PAGE
	RECEIPT OF SIGNED ADDENDA (IF ANY)
	TABLE OF CONTENTS
Section 2	PROPOSED SCOPE OF WORK OR QUALIFICATIONS
Section 3	PROJECT EXPERIENCE AND REFERENCES
Section 4	ENVIRONMENTALLY FRIENDLY PRACTICES
Section 5	PRICING SCHEDULE (ATTACHMENT A) AND WARRANTY
Section 6	EXCEPTIONS
Section 7	APPENDIX

#### **Section 1 Requirements:**

**Cover Letter:** All proposals must be accompanied by a cover letter not exceeding two (2) pages and should provide firm information and contact information as follows:

**Contact Info:** The name, address, telephone number, and fax number of CONTRACTOR's primary contact person during the solicitation process through to potential contract award.

**Firm Info:** Description of the type of organization (e.g. corporation, partnership, including joint venture teams and subcontractors) and how many years it's been in existence.

**Signed Signature Page and Signed Addenda** (if any addenda were released for this solicitation). Proposal or qualifications packages submitted without this page will be deemed non-responsive. All signatures must be manual and in BLUE ink. All prices and notations must be typed or written in BLUE ink. Errors may be crossed out and corrections printed in BLUE ink or typed adjacent and must be initialed in BLUE ink by the person signing the proposal.

#### **Table of Contents**

**Section 2, Scope of Work, and Pre-Qualifications/Licensing Requirements:**

**Pre-Qualifications/Licensing:** CONTRACTOR must acknowledge in writing that it meets all the pre-qualifications and licensing requirements as set forth in Section 7.0, Licensing/Security Requirements, herein.

Describe your proposed approach for meeting the service requirements described in Section 5.0, Scope of Work, and throughout this solicitation. Identify sub-contractors, if any, CONTRACTOR proposes to use to provide the services.

CONTRACTOR shall acknowledge in writing that it meets all professional qualifications necessary to provide the services as set forth in Section 5.0, Scope of Work, above.

**Section 3, Project Experience and References:**

**Key Staff Persons:** CONTRACTOR shall identify key staff and their qualifications and experience proposed for the service identified herein.

**Experience & References:** CONTRACTOR shall describe at least three (3) similar projects for which it provided services like the scope of work described herein. Please include phone number and email address if possible as the COUNTY will conduct reference checks using this information.

**Violations:** CONTRACTOR shall submit copies of all notices of violations, corrective action notices, enforcement actions or orders, warning notices, writings, or other forms of permit violation/non-compliance documentation (such as OSHA) received by CONTRACTOR, or any business organization owned or operated by the CONTRACTOR which are its parent company and/or subsidiaries, from any public agency during 2010 up to and including the present day.

**Section 4, Environmentally Friendly Practices:**

CONTRACTOR shall summarize all environmentally friendly practices it adheres to while doing business as relevant to COUNTY's Climate-Friendly Purchasing Policy: <https://countyofmonterey.sharepoint.com/sites/Infonet/contracts-purchasing/documents-policies/procurement-policies>).

CONTRACTOR shall indicate whether it is a 'Green Certified' Business and state which governing authority administered the certification.

**Section 5, Pricing Schedule and Warranty:**

CONTRACTOR shall complete and submit pricing as per ATTACHMENT A – PRICING SCHEDULE attached hereto.

Warranty: CONTRACTOR shall specify the warranty period for the materials and guarantee the workmanship of all items proposed. After the award, the CONTRACTOR shall promptly remedy all defects without cost to the COUNTY that may appear within this period. CONTRACTOR shall also specify if extended warranty is available and submit the extended warranty term period and associated cost.

### **Section 6, Exceptions:**

CONTRACTOR shall submit all exceptions to this solicitation on separate pages, and clearly identify the top of each page with "EXCEPTION TO RFP #10774". Each Exception shall reference the page number and section number, as appropriate. CONTRACTOR should note that the submittal of an exception does not obligate the COUNTY to revise the terms of the RFP or AGREEMENT.

### **Section 7, Appendix:**

**Appendices:** CONTRACTOR may provide any additional information that it believes to be applicable to this proposal or qualifications package and include such information in an Appendix section.

8.2 **ADDITIONAL REQUIREMENTS:** To be considered "responsive," submitted proposals or qualifications packages shall adhere to the following:

- 8.2.1 Four (4) sets of the proposal or qualifications package (one (1) original proposal marked "Original" plus three (3) copies) shall be submitted in response to this solicitation. Each copy shall include a cover indicating the company name submitting, and reference to "RFP #10774". In addition, submit one (1) electronic version of the entire proposal or qualifications package on a CD, DVD, or USB memory stick. Additional copies may be requested by the COUNTY at its discretion.
- 8.2.2 Proposals or qualifications packages shall be prepared on 8-1/2" x 11" paper, preferably duplex printed bound with front and back covers. Fold out charts, tables, spreadsheets, brochures, pamphlets, and other pertinent information or work product examples may be included as Appendices.
- 8.2.3 Reproductions of the Monterey County Seal shall not be used in any documents submitted in response to this solicitation.
- 8.2.4 CONTRACTOR shall not use white-out or a similar correction product to make late changes to their proposal or qualifications package but may instead line out and initial in BLUE ink any item which no longer is applicable or accurate.
- 8.2.5 To validate your proposal or qualifications package, **submit the SIGNATURE PAGE** (contained herein) **with your proposal**. Proposals or qualifications packages submitted without that page will be deemed non-responsive. Proposal signature must be manual, in BLUE ink, and included with the original copy of the proposal. Photocopies of the Signature Page may be inserted into the remaining proposal copies. All prices and notations must be typed or written in

BLUE ink in the original proposal copy as well. Errors may be crossed out and corrections printed in BLUE ink or typed adjacent and must be initialed in BLUE ink by the person signing the proposal.

- 8.3 **CONFIDENTIAL OR PROPRIETARY CONTENT:** Any page of the proposal or qualifications package that is deemed by CONTRACTOR to be a trade secret by the CONTRACTOR shall be clearly marked “CONFIDENTIAL INFORMATION” or “PROPRIETARY INFORMATION” at the top of the page. CONTRACTOR acknowledges that any other method of marking documents as proprietary will be assumed to be residual and will be disregarded.

## 9.0 SUBMITTAL INSTRUCTIONS & CONDITIONS

- 9.1 **Submittal Identification Requirements:** ALL SUBMITTALS MAILED OR DELIVERED CONTAINING PROPOSAL OR QUALIFICATIONS OR QUOTATION PACKAGES MUST BE SEALED AND BEAR ON THE OUTSIDE, PROMINENTLY DISPLAYED IN THE LOWER LEFT CORNER: THE SOLICITATION NUMBER RFP #10774 and CONTRACTOR’S COMPANY NAME.
- 9.2 **Mailing Address:** Proposal or qualifications packages shall be mailed to COUNTY at the mailing address indicated on the Signature Page of this solicitation.
- 9.3 **Due Date:** Proposal or qualifications packages must be received by COUNTY ON OR BEFORE the time and date specified, at the location and to the person specified on the Signature Page of this solicitation. It is the sole responsibility of the CONTRACTOR to ensure that the proposal or qualifications package is received at or before the specified time. Postmarks and facsimiles are not acceptable. Proposals received after the deadline shall be rejected and returned unopened.
- 9.4 **Shipping Costs:** Unless stated otherwise, the Free On Board (FOB) for receivables shall be destination. Charges for transportation, containers, packaging, and other related shipping costs shall be borne by the shipper.
- 9.5 **Acceptance:** Proposals are subject to acceptance at any time within ninety (90) days after opening. COUNTY reserves the right to reject all proposal or qualifications packages, or part of any proposal or qualifications package, to postpone the scheduled deadline date(s), to make an award in its own best interest, and to waive any informalities or technicalities that do not significantly affect or alter the substance of an otherwise responsible proposal or qualifications package and that would not affect a CONTRACTOR’S ability to perform the work adequately as specified.
- 9.6 **Ownership:** All submittals in response to this solicitation become the property of the COUNTY. If a CONTRACTOR does not wish to submit a proposal or qualifications package but wishes to acknowledge the receipt of the request, the reply envelope shall be marked, “No Bid”.

- 9.7 Compliance: Proposal or qualifications packages that do not follow the format, content and submittal requirements as described herein, or fail to provide the required documentation, may receive lower evaluation scores or be deemed non-responsive.
- 9.8 CAL-OSHA: The items proposed shall conform to all applicable requirements of the California Occupational Safety and Health Administration Act of 1973 (CAL-OSHA).

## 10.0 SELECTION CRITERIA

- 10.1 The selection of CONTRACTOR and subsequent AGREEMENT award(s) will be based on the criteria contained in this solicitation, as demonstrated in the submitted proposal. CONTRACTOR should submit information sufficient for the COUNTY to easily evaluate proposals with respect to the selection criteria. The absence of required information may cause the proposal to be deemed non-responsive and may be cause for rejection.
- 10.2 The selection criteria include the following:
- 10.2.1 Ability of the CONTRACTOR to provide the services as described within the RFP to the specific geographic areas in question.
  - 10.2.2 Whether or not the CONTRACTOR is local. Preference will be given to local CONTRACTORS that are certified as such.
  - 10.2.3 Ability of CONTRACTOR to provide client references and a proven ability for timelines. CONTRACTOR shall submit in their proposal a list as requested.
  - 10.2.4 Ability of CONTRACTOR to provide services at competitive rates. CONTRACTOR shall submit a Fee Schedule in their proposal.
- 10.3 AGREEMENT award(s) will not be based on cost alone, the importance of each are included in the table below.

Criteria	Possible Points
Demonstrate satisfactory past or current performance with other clients of similar size and scope. Note any work of similar size and scope for government agencies.	30
Price proposal	25
Demonstrate qualifications and experience to provide services as described in this RFP.	20
Demonstrate understanding of what is and is not hazardous (universal) waste, i.e., recyclable vs hazardous waste.	20
Local Business Preference	5
<b>Total:</b>	<b>100</b>

- 10.4 To the extent of personnel and equipment to be provided under this AGREEMENT, CONTRACTOR, if so requested, shall afford the COUNTY an opportunity to inspect CONTRACTOR's equipment prior to award of the AGREEMENT.



- 10.5 The award(s) resulting from this RFP will be made to the CONTRACTOR(s) that submit a response that, in the sole opinion of the COUNTY, best serves the overall interest of the COUNTY.
- 10.6 The award made from this RFP may be subject to approval by the COUNTY Board of Supervisors. The absence of required information will cause the proposal to be deemed unresponsive and may be the cause for rejection.

## 11.0 PRICING

- 11.1 CONTRACTOR(s) will complete ATTACHMENT A - PRICING SCHEDULE for the provision of services as outlined within this RFP.
- 11.2 CONTRACTOR prices stated in ATTACHMENT A - PRICING SCHEDULE shall be effective from the date the proposal is submitted to the day the AGREEMENT is awarded and through the initial term of the AGREEMENT.
- 11.3 For any work utilizing hourly rates, prior to the start of each project, the COUNTY and CONTRACTOR(s) will mutually agree upon the budget for the project.
- 11.3.1 COUNTY will provide a defined scope to CONTRACTOR
- 11.3.2 Pricing may be based upon an hourly rate or by the project, based upon the direction of the user department.
- 11.4 Prices quoted for work assignments must remain in effect for a minimum of thirty (30) days.
- 11.5 Invoicing by CONTRACTOR(s) will clearly itemize but is not limited to the following:
- 11.5.1 County Department receiving services,
- 11.5.2 Purchase order number under which the invoice is to be charged,
- 11.5.3 Services provided, and
- 11.5.4 Dates of services,
- 11.6 Proposals should include any early discounts and/or incentives offered.

## 12.0 PREFERENCE FOR LOCAL CONTRACTORS

- 12.1 General Requirements: Each local supplier funded in whole or in part by COUNTY funds, or funds which the COUNTY expends or administers, shall be eligible for a local preference as provided in this section.
- 12.2 Rights of First Refusal: Each local supplier who is within five (5) percent of the lowest responsible bid and who is otherwise responsive and responsible to the call for bids shall be provided the opportunity to reduce the local supplier's bid to the amount equal to the amount of the lowest responsible bid, if the lowest responsible bid is submitted by other than a local supplier. The opportunity to reduce the amount of the bid shall be provided

first to the lowest eligible local supplier and, if not accepted by such local supplier within five (5) business days of the opening of bids, who is within five percent (5%) of the lowest responsible bid. In the event an eligible local supplier reduces the bid to the amount of the lowest responsible bid; the eligible local supplier shall be deemed to have provided the lowest responsible bid and shall be awarded the AGREEMENT.

- 12.3 The foregoing provisions apply only to competitive bids that require that AGREEMENT(s) be awarded to the lowest responsible bidder. For AGREEMENT(s) awarded to the lowest responsible bidder. For AGREEMENT(s) awarded pursuant to RFPs or requests for quotations, the awarding authority may consider, as one (1) of the factors in determining the most suitable proposal or quotation, whether a local supplier submits the proposal or quotation.
- 12.4 Definitions: For the purpose of this Section, the following terms have the meanings indicated:
- 12.4.1 "Area" means Monterey County, San Benito County, and Santa Cruz County.
- 12.4.2 "Bid" includes any competitive bid, whether formal or informal.
- 12.4.3 "Local Supplier" shall mean a supplier doing business in the area for not less than the past five (5) consecutive years.
- 12.4.4 "Supplier" shall mean a business or resident providing goods, supplies, or professional services.
- 12.5 Link to the County's Local Preference Policy:  
[Monterey County Local Preference Policy](#)

## 13.0 INSURANCE REQUIREMENTS

- 13.1 Evidence of Coverage:
- 13.1.1 Prior to commencement of an AGREEMENT, CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, CONTRACTOR upon request shall provide a certified copy of the policy or policies.
- 13.1.2 This verification of coverage shall be sent to the COUNTY's Contracts/Purchasing Division, unless otherwise directed. CONTRACTOR shall not receive a "Notice to Proceed" with the work under an AGREEMENT until it has obtained all insurance required and such, insurance has been approved by COUNTY. This approval of insurance shall neither relieve nor decrease the liability of CONTRACTOR.
- 13.2 Qualifying Insurers: All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by COUNTY's Contract/Purchasing Officer.

### 13.3 Insurance Coverage Requirements:

13.3.1 Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of an AGREEMENT a policy or policies of insurance with the following minimum limits of liability:

- (i) Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
- (ii) Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under an AGREEMENT, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
- (iii) Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of an AGREEMENT, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.
- (iv) Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made while rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, CONTRACTOR shall, upon the expiration or earlier termination of an AGREEMENT, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of an AGREEMENT.

### 13.4 Other Insurance Requirements:

13.4.1 All insurance required by an AGREEMENT shall be with a company acceptable to County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by an AGREEMENT, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three (3) years following

the date CONTRACTOR completes its performance of services under an AGREEMENT.

- 13.4.2 Each liability policy shall provide that County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insureds with respect to claims arising from each subcontractor, if any, performing work under an AGREEMENT, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.
- 13.4.3 Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.
- 13.4.4 Prior to the execution of an AGREEMENT by County, CONTRACTOR shall file certificates of insurance with County's contract administrator and County's Contracts/Purchasing Division, showing that CONTRACTOR has in effect the insurance required by an AGREEMENT. CONTRACTOR shall file a new or amended certificate of insurance within five (5) calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in an AGREEMENT, which shall continue in full force and effect.
- 13.4.5 CONTRACTOR shall always during the term of an AGREEMENT maintain in force the insurance coverage required under an AGREEMENT and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five (5) calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of an AGREEMENT, which entitles County, at its sole discretion, to terminate an AGREEMENT immediately.

## 14.0 CONTRACT AWARD

- 14.1 No Guaranteed Value: COUNTY does not guarantee a minimum or maximum dollar value for any AGREEMENT or AGREEMENTS resulting from this solicitation.
- 14.2 Board of Supervisors: The award(s) made from this solicitation may be subject to approval by the COUNTY Board of Supervisors.
- 14.3 Interview: COUNTY reserves the right to interview selected CONTRACTOR before an AGREEMENT is awarded. The costs of attending any interview are the CONTRACTOR's sole responsibility.
- 14.4 Incurred Costs: COUNTY is not liable for any cost incurred by CONTRACTOR in response to this solicitation.
- 14.5 Notification: All CONTRACTORS who have submitted a Proposal or Qualifications Package will be notified of the final decision as soon as it has been determined.
- 14.6 In County's Best Interest: The award(s) resulting from this solicitation will be made to the CONTRACTOR that submit(s) a response that, in the sole opinion of COUNTY, best serves the overall interest of COUNTY.

## **15.0 PREVAILING WAGE**

Under Labor Code sections 1720 et seq., an AGREEMENT for property management services may be considered a public work for purposes of prevailing wage. If applicable, CONTRACTOR shall comply with provisions of the Labor Code (sections 1720, et seq.) governing public works, including payment of prevailing wages, payroll records and employment of apprentices. Copies of the determination of the general prevailing rate of per diem wages are available to interested parties at: <http://www.dir.ca.gov/public-works/prevailing-wage.html>.

## **16.0 SEQUENTIAL CONTRACT NEGOTIATION**

COUNTY will pursue AGREEMENT negotiations with the CONTRACTOR who submit(s) the best proposal or qualifications or is deemed the most qualified in the sole opinion of COUNTY, and which is in accordance with the criteria as described within this solicitation. If the AGREEMENT negotiations are unsuccessful, in the opinion of either COUNTY or CONTRACTOR, COUNTY may pursue AGREEMENT negotiations with the entity that submitted a proposal which COUNTY deems to be the next best qualified to provide the services, or COUNTY may issue a new solicitation or take any other action which it deems to be in its best interest.

## **17.0 AGREEMENT TERMS AND CONDITIONS**

CONTRACTOR selected through the solicitation process will be expected to execute a formal AGREEMENT with COUNTY for the provision of the requested service. The AGREEMENT shall be written by COUNTY in a standard format approved by County Counsel, like the “**SAMPLE AGREEMENT SECTION**” herein. Submission of a signed bid/proposal and the **SIGNATURE PAGE** will be interpreted to mean CONTRACTOR HAS AGREED TO ALL THE TERMS AND CONDITIONS set forth in the pages of this solicitation and the standard provisions included in the **SAMPLE AGREEMENT** Section herein. COUNTY may but is not required to consider including language from the CONTRACTOR’s proposed AGREEMENT, and any such submission shall be included in the EXCEPTIONS section of CONTRACTOR’s proposal.

## **18.0 COLLUSION**

CONTRACTOR shall not conspire, attempt to conspire, or commit any other act of collusion with any other interested party for the purpose of secretly, or otherwise, establishing an understanding regarding rates or conditions to the solicitation that would bring about any unfair conditions.

## **19.0 RIGHTS TO PERTINENT MATERIALS**

All responses, inquiries, and correspondence related to this solicitation and all reports, charts, displays, schedules, exhibits, and other documentation produced by the CONTRACTOR that are submitted as part of the submittal will become the property of the County when received by the County and may be considered public information under applicable law. Any proprietary information in the submittal must be identified as such and marked “CONFIDENTIAL INFORMATION” or “PROPRIETARY INFORMATION”, in strict conformity with the specific requirements set forth in section 8.3 above. The County will not disclose proprietary information to the public, unless required by law; however, the County cannot guarantee that such information will be held confidential. As a California government entity, County is subject to the California Public Records Act and other public transparency laws and, as such, cannot guarantee the confidentiality of information marked confidential or proprietary. County will respond to requests for disclosure of records related to this solicitation in accord with applicable law on disclosure requirements and exemptions to disclosure.

## **20.0 PIGGYBACK CLAUSE**

CONTRACTOR shall indicate below if CONTRACTOR agrees to extend the same prices, terms and conditions of their proposal to other public agencies that have delivery locations within the State of California limits: \_\_\_ Yes \_\_\_ No. CONTRACTOR’s response to this question will not be considered in award of the AGREEMENT resulting from this solicitation. When CONTRACTOR extends the prices, terms and conditions of their proposal to other public agencies, any resulting agreement shall be between CONTRACTOR and the other public agencies and COUNTY shall bear no responsibility or liability for any agreements between CONTRACTOR and the other public agencies.

## 22.0 CLEANUP

- 22.1 Cleanup: During performance and completion of work on this project CONTRACTOR shall remove all unused equipment and instruments of service, all excess or unsuitable material, trash, rubbish and debris, and legally dispose of same, unless otherwise directed by the AGREEMENT. CONTRACTOR shall leave entire area in a neat, clean and acceptable condition as approved by COUNTY.
- 22.2 Waste Removal: Once the collection of waste materials has commenced, CONTRACTOR has exercised control of and taken possession of the waste, and the assumption of risk and liability is solely with CONTRACTOR. COUNTY shall not take responsibility for the accidental or purposeful discharge or release of any waste material.

## SAMPLE AGREEMENT SECTION

**The COUNTY OF MONTEREY STANDARD AGREEMENT with all terms and conditions (which are hereby incorporated by reference as though set forth entirely herein) may be viewed at: <https://www.co.monterey.ca.us/government/departments-a-h/administrative-office/contracts-purchasing>.**

## ATTACHMENTS/EXHIBITS AND SIGNATURE PAGE

The attachments below are included with this RFP for your review and submittal:

- Exhibit A - Alphabetical Listing of County Road Rights of Way
- Exhibit B - GIS Base Layer Map Link
- Exhibit C - Monterey County Public Works Safety Meeting and Work Procedures
- Exhibit D - Litter Log Form
- Attachment A - Pricing Schedule
- Attachment B - Local Business Declaration Form
- Signature Page

## ATTACHMENT B: LOCAL BUSINESS DECLARATION FORM

### COUNTY OF MONTEREY LOCAL BUSINESS DECLARATION FORM

If a business entity is claiming to be a “Local Vendor” as defined by the “Monterey County Local Preference Policy”, adopted by the Monterey County Board of Supervisors on August 29, 2012, it must certify they meet the definition of “Local Vendor” as defined and in accordance to the adopted policy. Any business entity claiming to be a local business as defined by the policy, shall so certify in writing herein that they meet all the criteria listed within the policy, which can be accessed online at the following link:

Policy Link: [Monterey County Local Preference Policy](#)

County shall not be responsible or required to verify the accuracy or any such certifications and shall have sole discretion to determine if a bidder meets the definition of “local vendor” as provided herein.

Any business which falsely claims a preference pursuant to Monterey County Local Preference Policy shall be ineligible to bid on county purchases or contracts for a period of three (3) years from the date of discovery of the false certification(s).

Any business eligible for the local preference who desires to have the preference applied during the award selection process shall return this completed Local Business Preference Declaration form with its proposal package response. Upon request, bidder agrees to provide additional information to substantiate this certification.

Select that which is applicable to your business entity (at least one (1) for a business to be considered local):

- It either owns, leases, rents or otherwise occupies a fixed office or other commercial building, or portion thereof, having a street address within the Area. Vendor possesses a valid and verifiable business license, if required, issued by a city within the Area or by one (1) of the three (3) counties within the Area when the address is in an unincorporated area within one (1) of the three (3) counties as defined as “Area”; and
- It employs at least one full time employee within the “Area”, or if the business has no employees, the business shall be at least fifty percent (50%) owned by one (1) or more persons whose primary residence(s) is located within the “Area”; and
- Its business has been in existence, in its current name, within the “Area” for at least two (2) years immediately prior to the issuance of either a request for proposal or request for qualifications or request for quotations for the County; and
- It is a newly established business which is owned by an individual(s) formerly employed by a Local Business for at least two (2) years.

As per the policy: "**Area**" shall mean Monterey County, San Benito County, and Santa Cruz County.

Note; If applicable your organization must possess a valid resale license from the State Franchise Tax Board showing its local address within the “Area” and evidencing that payment of the local share of the sales tax goes to either a city within the “Area” or to one (1) of the three (3) counties within the defined “Area”.

**On behalf of my business entity (i.e.; organization) I certify under penalty of perjury that I have both read and confirm that my business entity meets the requirements as outlined within the County’s Local Preference Policy for the procurement in question.**



*Business Legal Name (and dba name if any):*

\_\_\_\_\_

*Business Address:*

\_\_\_\_\_

*City:* \_\_\_\_\_ *State:* \_\_\_\_\_ *Zip Code:* \_\_\_\_\_

*Signature of Authorized Representative:* \_\_\_\_\_ *Date:* \_\_\_\_\_

*Title of Authorized Representative:* \_\_\_\_\_

*Telephone Number:* (\_\_\_\_) \_\_\_\_\_ *E-Mail:* \_\_\_\_\_

**This form must be submitted within a bidder's proposal package for the County to apply the applicable local preference.**

**Bidders who do not qualify as a local business as per the policy should not submit this form.**

**SIGNATURE PAGE**

COUNTY OF MONTEREY  
CONTRACTS/PURCHASING DIVISION

RFP #10774  
ISSUE DATE: September 10, 2020



RFP TITLE: LITTER ABATEMENT PROGRAM

PROPOSALS ARE DUE IN THE OFFICE OF THE CONTRACTS/PURCHASING OFFICER BY 3:00 P.M., LOCAL TIME, ON MONDAY OCTOBER 1, 2020

**MAILING ADDRESS:**  
COUNTY OF MONTEREY  
CONTRACTS/PURCHASING OFFICE  
1488 SCHILLING PLACE  
SALINAS, CA 93901

QUESTIONS ABOUT THIS RFP SHOULD BE DIRECTED TO DINA L. NORTHCUTT, NORTHCUTTDL@CO.MONTEREY.CA.US, (831) 759-6684

CONTRACTOR MUST INCLUDE THE FOLLOWING IN EACH PROPOSAL (1 original plus 3 copies):

ALL REQUIRED CONTENT AS DEFINED PER SECTION 8.1 HEREIN

This Signature Page must be included with your submittal to validate your proposal.  
**Proposals submitted without this page will be deemed non-responsive.**

**CHECK HERE IF YOU HAVE ANY EXCEPTIONS TO THIS SOLICITATION.**

CONTRACTOR MUST COMPLETE THE FOLLOWING TO VALIDATE PROPOSAL

I hereby agree to furnish the articles and/or services stipulated in my proposal at the price quoted, subject to the instructions and conditions in the Request for Proposal package. I further attest that I am an official officer representing my firm and authorized with signatory authority to present this proposal package.

Company Name: \_\_\_\_\_ Date \_\_\_\_\_

Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_ Email: \_\_\_\_\_

License No. (If applicable): \_\_\_\_\_

License Classification (If applicable): \_\_\_\_\_