

County of Inyo
Public Works Department

REQUEST FOR PROPOSALS

For

Trash Disposal Services
Inyo County Buildings and Facilities

January, 2012

The County of Inyo, Department of Public Works, is requesting proposals for:

TRASH DISPOSAL SERVICES INYO COUNTY BUILDINGS AND FACILITIES

A. Proposal Submittal Requirements

The County of Inyo will be accepting proposals for providing Trash Disposal Services at Inyo County Facilities for a three (3) year period (March 1, 2012 to February 28, 2015) at thirty (30) County of Inyo facilities located in the City of Bishop and the towns of Big Pine, Independence, and Lone Pine. For particulars regarding facility locations, required size of trash receptacle, and frequency of pick-up, please refer to attached "Exhibit A – Scope of Work." Proposals must be received on or before 2:00 p.m. February 8, 2012, addressed to the Department of Public Works, Drawer Q, Independence, California 93526, Attn: Jeff Ahlstrom. Please mark the envelope: **"Proposal – Trash Disposal Service, Inyo County Facilities."** The company name and address (not handwritten) of respondent/proposer must appear on the envelope when returning/submitting the proposal. Envelopes without a return address will be disposed of without being opened.

Proposals shall include a completed "Exhibit A – Scope of Work" indicating the Monthly Price for each location, receptacle size, and pick up frequency as noted and, a summed Total of all Monthly Prices. Proposals shall also include a Recycling Component / Element containing detailed and specific information of what will be provided to the County of Inyo to participate in recycling (i.e. type and size of recycling container, materials to be accepted in the container, the county facility location(s) where recycling containers are proposed to be delivered).

B. Information Regarding Responding to this RFP

All questions regarding this RFP should be directed to: Jeff Ahlstrom, Inyo County Public Works Department, PO Drawer Q, Independence, CA 93526; Office: 760-878-0200; Fax: (760) 878-2001; Email: jahlstrom@inyocounty.us

The company submitting the proposal selected for contract award will be required to enter into Inyo County Standard Form Contract No. 113, a copy of which is attached as Exhibit B.

C. Proposal Evaluation Criteria

A selection committee composed of three members of the Inyo County Public Works Department will evaluate all submitted proposals. The information provided in the proposal will be the basis for selecting a Contractor. The following table describes how proposal items will be scored with the highest point total (after applying a Contracting

Preference – See Section “D” of this RFP) being the basis for the committee determining the award:

<u>Proposal Item Description</u>	<u>Max. Possible Points</u>
1. Submittal of a completed Exhibit A – Scope of Work:	20
2. Lowest responsible price received for “Total of all Monthly Prices:”	55
3. Recycling Component / Element (RC/E) (based on the submitted RC/E included with Proposal):	20
4. Company’s ability to enter into Inyo County Standard Contract No. 113 (please submit any and all exceptions taken to this Contract)	5
TOTAL:	100

D. Contracting Preferences For Local and Small Businesses

There is a contracting preference of 5% for small business enterprises (or) 8% for local businesses available for this Request for Proposals. To be eligible for a preference, a small business enterprise must submit proof of certification from the State of California or the Small Business Administration as a small business. A local business must provide documentation that it is a local business as defined by Inyo County Code § 6.06.020(B) with its proposal submittal.

E. Notification of Bidders

All unsuccessful bidders will be notified in writing by County Public Works and notified of the date when the award will be submitted to the Board of Supervisors for approval. The selected Contractor will be notified after the Board of Supervisors awards the Contract.

F. Execution of County Contract

The selected Consultant will be required to enter into contract with the County of Inyo on the County of Inyo Standard Form Contract No. 113 which is attached as Exhibit B. Please note the insurance requirements in the Contract for worker's compensation, general liability, and vehicle liability.

Exhibit A – Scope of Work

(4 pages)

Exhibit B

(County of Inyo Standard Contract No. 113)

WASTE DISPOSAL SERVICES: March 1, 2012 - February 28, 2015

EXHIBIT A
(SCOPE OF WORK)

Dumpster Location (Bishop)	Size of Dumpster	Quantity	Frequency	Monthly Price
Bishop Library 210 Academy	3 yrd.	1	1/week	\$_____
County Services Building 207 West South Street	3 yrd. LOCKING	1	1/week	\$_____
Airport Terminal 703 North Airport Road	3 yrd.	1	1/week	\$_____
• ESTA Parking Lot	2 yrd.	1	1/week	\$_____
Health and Human Services 162 Grove Street	3 yrd. LOCKING	1	1/week	\$_____
Clark Wing 301 West Line Street	3 yrd.	1	1/week	\$_____
WIC 568 West Line Street	1- 100 gallon. rolling cart	1	1/week	\$_____
Bishop Senior Center 506 Park Avenue	3 yrd.	1	2/week	\$_____
Bishop Administration 163 May Street	3 yrd. LOCKING	1	1/week	\$_____

EXHIBIT A
(SCOPE OF WORK)

Dumpster Location (Bishop)	Size of Dumpster	Quantity	Frequency	Monthly Price
Family Support Services 230 West Line Street	100 gallon. rolling cart	1	1/week	\$_____
Search and Rescue Airport Road	100 gallon rolling cart	1	1/week	\$_____
One Stop/Probation 912 North Main Street	3 yrd.	1	1/week	\$_____
Progress House 536 North Second Street	3 yrd.	1	1/week	\$_____
Bishop District 1 & 2 (Road) 3236 West Line Street	3 yrd.	1	1/week	\$_____
Bishop Road Shop 701 South Main Street	3 yrd.	1	1/week	\$_____

Dumpster Location (Big Pine)	Dumpster Size	Quantity	Frequency	Monthly Price
Big Pine District 3 (Road) 160 Dewey Street	3 yrd.	1	1/week	\$_____
Big Pine Town Hall 180 Dewey Street	3 yrd. LOCKING	1	1/week	\$_____

**EXHIBIT A
(SCOPE OF WORK)**

Dumpster Location (Independence)	Dumpster Size	Quantity	Frequency	Monthly Price
Courthouse Complex 168 North Edwards Street	3 yrd.	2	1/week	\$_____
Independence Legion Hall 201 South Edwards Street	3 yrd.	1	1/week	\$_____
Eastern California Museum 155 North Grant Street	100 gallon rolling cart	2	1/week	\$_____
Jail and Sheriff Administration 550 South Clay Street	3 yrd.	4	2/week	\$_____
Juvenile Detention Facility 201 Mazourka Canyon Road	3 yrd.	2	1/week	\$_____
Building and Maintenance Shop 136 South Jackson Street	3 yrd.	1	1/week	\$_____
Water Department 135 South Jackson	3 yrd.	1	1/week	\$_____
Independence Administration 224 North Edwards Street	100 gallon rolling cart	1	1/week	\$_____
Mazourka Road Shop 750 South Clay Street	3 yrd.	1	1/week	\$_____

**EXHIBIT A
(SCOPE OF WORK)**

Dumpster Location (Lone Pine)	Dumpster Size	Quantity	Frequency	Monthly Price
Health and Human Services 380 North Mount Whitney	3 yrd.	1	1/week	\$_____
Lone Pine Library 210 Bush Street	100 gallon rolling cart	1	1/week	\$_____
Statham Hall 183 Jackson Street	3 yrd.	1	1/week	\$_____
Lone Pine Road Shop 160 North Lone Pine Avenue	3 yrd.	1	1/week	\$_____
Lone Pine Sheriff Sub Station 726 North Main Street	3 yrd.	1	1/week	\$_____
TOTAL MONTHLY PRICE (ALL LOCATIONS):				\$_____

Company Name

Representative Name

Date

Representative Signature

AGREEMENT BETWEEN COUNTY OF INYO
AND _____
FOR THE PROVISION OF _____ SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the _____ services of _____ of _____ hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Contractor shall furnish to the County, those services and work set forth in Attachment **A**, attached hereto and by reference incorporated herein.

Services and work provided by the Contractor at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

2. TERM.

The term of this Agreement shall be from _____ to _____ unless sooner terminated as provided below.

3. CONSIDERATION.

A. Compensation. County shall pay to Contractor the sum total of _____ Dollars and _____ cents (\$ _____) for performance of all of the services and completion of all of the work described in Attachment A.

B. Travel and Per Diem. Contractor will not be paid or reimbursed for travel expenses or per diem which Contractor incurs in providing services and work under this Agreement.

C. No Additional Consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit Upon Amount Payable Under Agreement. The total sum of all payments made by the County to Contractor for all services and work to be performed under this Agreement shall not exceed _____ Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. Billing and Payment. Contractor shall submit to the County, upon completion of all services and work set forth in Attachment **A**, an itemized statement of all services and work performed by Contractor pursuant to this Agreement. This statement will identify the date on which the services were performed and describe the nature of the services and work which was performed on each day. Upon receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor on the last day of the month.

F. Federal and State Taxes.

(1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Contractor under the terms and conditions of this Agreement.

(2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety-nine dollars (\$1,499.00).

(3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

(4) The total amounts paid by County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Contractor shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9, attached hereto as Attachment **B**, upon executing this Agreement.

4. WORK SCHEDULE.

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment **A**. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor will arrange his/her own schedule, but will coordinate with County to insure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

A. Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for contractor to provide the services and work described in Attachment **A** must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment **A**. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment **A**, County reserves the right to make such determinations for purposes of this Agreement.

B. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: <http://www.epls.gov>.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Contractor to provide the services identified in Attachment A to this Agreement. County is not obligated to reimburse or pay Contractor, for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

7. COUNTY PROPERTY.

A. Personal Property of County. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, etc. provided to Contractor by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Contractor will use reasonable care to protect, safeguard and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items, partial or total, which is the result of Contractor's negligence.

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County.

8. WORKERS' COMPENSATION.

Contractor shall provide Statutory California Worker's Compensation coverage and Employer's Liability coverage for not less than \$1,000,000 per occurrence for all employees engaged in services or operations under this Agreement. The County of Inyo, its agents, officers and employees shall be named as additional insured or a waiver of subrogation shall be provided.

9. INSURANCE.

For the duration of this Agreement Contractor shall procure and maintain insurance of the scope and amount specified in Attachment C and with the provisions specified in that attachment.

10. STATUS OF CONTRACTOR.

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Attachment A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer, or employee of the County is to be considered an employee of Contractor. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent contractor:

A. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.

B. Contractor shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.

C. Contractor, its agents, officers, and employees are, and at all times during the term of this Agreement shall, represent and conduct themselves as independent contractors, and not as employees of County.

11. DEFENSE AND INDEMNIFICATION.

Contractor shall defend, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with, the performance of this Agreement by Contractor, or Contractor's agents, officers, or employees. Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Contractor's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs which is caused in whole or in part by any act or omission of the Contractor, its agents, employees, supplier, or any one directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

To the extent permitted by law, County shall defend, indemnify, and hold harmless Contractor, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, or resulting from, the active negligence, or wrongful acts of County, its officers, or employees.

12. RECORDS AND AUDIT.

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, and municipal law, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

B. Inspections and Audits. Any authorized representative of County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, which County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

13. NONDISCRIMINATION.

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

14. ASSIGNMENT.

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience, and training of Contractor as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement, or any part of it, without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

15. DEFAULT.

If the Contractor abandons the work, or fails to proceed with the work and services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by County, County may declare the Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, County will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

16. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-three (23) below.

17. CONFIDENTIALITY.

Contractor agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the County.

18. CONFLICTS.

Contractor agrees that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement.

19. POST AGREEMENT COVENANT.

Contractor agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the County, or who has been an adverse party in litigation with the County, and concerning such, Contractor by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

20. SEVERABILITY.

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

21. FUNDING LIMITATION.

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-three (23) (Amendment).

22. ATTORNEY'S FEES.

If either of the parties hereto brings an action or proceeding against the other, including, but not limited to, an action to enforce or declare the cancellation, termination, or revision of the Agreement, the prevailing party in such action or proceeding shall be entitled to receive from the other party all reasonable attorney's fees and costs incurred in connection therewith.

23. AMENDMENT.

This Agreement may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties hereto, if such amendment or change is in written form and executed with the same formalities as this Agreement, and attached to the original Agreement to maintain continuity.

24. NOTICE.

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which Contractor or County shall be required, or may desire, to make, shall be in writing and may be personally served, or sent by prepaid first class mail to, the respective parties as follows:

County of Inyo

_____ Department
Street
City and State

Contractor:

Name
Street
City and State

25. ENTIRE AGREEMENT.

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless the same be in writing executed by the parties hereto.

AGREEMENT BETWEEN COUNTY OF INYO
AND _____
FOR THE PROVISION OF _____ SERVICES

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
____ DAY _____, _____.

COUNTY OF INYO

CONTRACTOR

By: _____

By: _____

Signature

Dated: _____

Type or Print Name

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO

AND _____
FOR THE PROVISION OF _____ SERVICES

TERM:

FROM: _____ TO: _____

SCOPE OF WORK:

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO

AND _____
FOR THE PROVISION OF _____ **SERVICES**

TERM:

FROM: _____ **TO:** _____

FORM W-9

Request for Taxpayer
Identification Number and Certification
(Please submit W-9 form with Contract, available on-line or by County)

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO

AND _____
FOR THE PROVISION OF _____ SERVICES

TERM:

FROM: _____ TO: _____

SEE ATTACHED LICENSE PROVISIONS