



# **REQUEST FOR STATEMENT OF QUALIFICATIONS**

**NO. 926-5478**

**COUNTY OF FRESNO**

## **Tire Disposal and Recycling**

**Issuance Date:** June 3, 2016

**Closing Date:** **June 23, 2016**

**Submittals:** **Six (6) paper copies of the Statement of Qualifications**

**Addressed To:** Shannon W. Kirby, Purchasing Analyst

**Mailing Address:** County of Fresno, Purchasing  
4525 E. Hamilton Avenue, 2<sup>nd</sup> Floor  
Fresno, CA 93702

**Mark Envelope:** "RFSQ – Tire Disposal and Recycling"

**Cost Limit for Agreement(s):** **\$1,049,100.00**

**STATEMENT OF QUALIFICATIONS (SOQ) PACKAGES RECEIVED AFTER THE TIME AND DATE STATED ABOVE WILL BE RETURNED UNOPENED TO THE VENDOR.**

**Inquiries and Updates:** Requests for clarification regarding this Request for Statement of Qualifications (RFSQ) must be submitted in writing via email to **Shannon W. Kirby, Purchasing Analyst**, at **skirby@co.fresno.ca.us**, and received by the County no later than **10:00 A.M., June 13, 2016**. Such information as is reasonably available and will facilitate preparation of responses hereto, requests for clarification and associated responses, and any addenda to this RFSQ will be posted at: <https://www2.co.fresno.ca.us/0440/Bids/BidsHome.aspx> and will not otherwise be distributed.

### **BIDDER TO COMPLETE**

Undersigned agrees to furnish the commodity or service stipulated in the attached response at the prices and terms stated, subject to the attached "County of Fresno Purchasing Standard Instructions And Conditions For Requests For Statement of Qualifications (RSFQ's)"

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Organization

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Individual/Contact Person

Title

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Street Address/P.O. Box

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City

State

Zip Code

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Telephone

Fax Number

E-Mail Address

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**Attachment:**

- A. Pricing Quotation Form

## **I. OVERVIEW**

It is the intent of the County of Fresno to establish a master agreement with several contractors for the provision of collecting, hauling, and recycling of waste tires collected at its American Avenue Disposal Site in Kerman, CA; through tire cleanup activities performed by the Road Maintenance and Operations Division at multiple yards located throughout the County; as well as through the Resources Division's waste tire amnesty events, held at the multiple Road Maintenance yards located throughout the County.

The County reserves the right, at its sole discretion, to terminate this RFSQ process or negotiations with a selected Contractor and either perform the work with its staff or begin a new RFSQ process. Nothing herein, or in the process, shall be construed as having obligated the County to pay for any expenses incurred by respondents to this RFSQ, or to the selected Contractor(s) prior to Board of Supervisors' approval of a Contractor services agreement.

## **II. SERVICES TO BE PROVIDED BY CONTRACTOR**

The successful contractors will:

- Provide collection, hauling, and recycling services for multiple sizes of tires including standard passenger tires (car, light truck, van, and motorcycle), truck tires (diesel/"big rig" tires), and tractor tires.
- Provide a van trailer(s) with minimum length of 45 feet for the Road Maintenance Division tire cleanup activities and Resources Division waste tire amnesty activities.
  - o Provide the van trailer(s) to the Road Maintenance Division at designated Road Maintenance yards for a minimum of 30-60 days. Road Maintenance staff performs waste tire removal services on County roads and rights-of-way and unloads the waste tires and tire scrap into the furnished van trailer.
  - o Provide the van trailer(s) to the Resources Division at designated Road Maintenance yards for a weekend waste tire amnesty event. Resources staff coordinates waste tire amnesty events and invites County residents to the designated Road Maintenance yard to drop off accumulated waste tires and tire scrap. County staff, and/or outside agency labor crews (inmate work crews, Conservation Corps work crews, etc.) unload the waste tires and tire scrap into the furnished van trailer.
- Provide a gondola or open top trailer(s) with minimum length of 45 feet for the American Avenue Disposal Site for waste tire removal activities.
  - o Provide the gondola/open-top trailer(s) to the American Avenue Disposal Site (AADS) to be staged at the designated waste tire storage area for loading. County residents utilize AADS to dispose of waste tires and tire scrap, and AADS staff utilizes loaders and/or other heavy equipment to load multiple waste tires at once into the top of the trailer.

## **III. AGREEMENT TERM**

The term of the Agreement will be three years, unless prior to its expiration its term is extended in writing, for no more than two additional one-year terms, by mutual consent of the Director or his/her designee and the Contractor(s). The maximum total fee is \$1,049,100.00. The cost rates presented in the Agreement will be in effect for the entire duration of the Agreement, with an optional provision to adjust the rates once annually for inflation. The Contractor may request new rates from the Department, subject to written approval of the Department's representative. The Contractor shall initiate the rate adjustment process by submitting a proposed adjusted fee schedule to the Department for review and approval. The Department's Director or his/her designee expressly reserves the right to approve all rate increases. Specific project work may be extended or may be transferred to another Contractor if work is not concluded by the end of the Agreement.

Total fees paid to the each contractor will be dependent upon the bid provided by contractor. No guarantee is made that the total fee or any fee will be received by the contractor.

Where specific functions are required by law to be performed by the County or where specific functions are listed in the Agreement as to be performed by the County, County staff will perform the actual work function.

#### IV. SOQ SUBMITTAL REQUIREMENTS

The submittal shall be in three (3) parts.

##### A. COMPANY DATA:

The submittal will enable the Selection Committee to appraise the general competence and qualifications of the appraisal firms. Please provide the listed information in the following sequence:

1. Firm name, address and phone number
2. Type of organization (sole-proprietorship, partnership, or corporation)
3. Company principals who will be responsible for the services, and their training and experience
4. List the name and phone number of at least five relevant client references

##### B. PERMITS AND LICENSES:

1. Must possess all required permits, licenses, certifications, and endorsements pursuant to all federal, state, and local regulations pertaining to the collection, transportation, and disposal and/or recycling of waste tires/tire materials.
2. Must maintain all proper documentation of said waste tires/tire materials from the collection point to the destination facility and ultimate disposition (shredding, chipping, grinding, recycling, etc.) as required by federal, state, and local regulations.

##### C. BILLING AND REPORTING:

1. Must provide accurate and timely billings for services provided. Invoices shall be submitted within 5-7 business days to the appropriate County staff so that invoices can be reviewed and approved for payment in a timely fashion.
  - Will only charge a nominal fee in the case that a trailer is not utilized after request for service. This fee will serve to recover the cost of fuel, but the County will not be expected to incur the full cost of the trailer.
2. Must provide monthly reports summarizing number of trailers, dates and locations where trailers were dropped and picked up, tonnage collected, as well as copies of all manifests, scale tickets, etc. for said waste tires/tire materials. Because tire cleanup and tire amnesty activities are made possible by State funded grant programs, supporting documents such as these aforementioned documents are necessary for grant reporting purposes.

#### DO NOT SUBMIT MORE INFORMATION THAN REQUESTED IN THIS RFSQ

#### V. INSURANCE

Without limiting the County's right to obtain indemnification from contractor or any third parties, contractor, at its sole expense, shall maintain in full force and effect, the following insurance policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

- A. Commercial General Liability: Commercial General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000). This policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of this contract.
- B. Automobile Liability: Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per person, Five Hundred Thousand Dollars (\$500,000.00) per accident and for property damages of not less than Fifty Thousand Dollars

(\$50,000.00), or such coverage with a combined single limit of Five Hundred Thousand Dollars (\$500,000.00). Coverage should include owned and non-owned vehicles used in connection with this Agreement.

- C. Professional Liability: If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.
- D. This coverage shall be issued on a per claim basis. Contractor agrees that it shall maintain, at its sole expense, in full force and effect for a period of three years following the termination of this Agreement, one or more policies of professional liability insurance with limits of coverage as specified herein.
- E. Worker's Compensation: A policy of Worker's Compensation insurance as may be required by the California Labor Code.

Contractor shall obtain endorsements to the Commercial General Liability insurance naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by County, its officers, agents and employees shall be excess only and not contributing with insurance provided under Contractor's policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to County.

Within thirty (30) days from the date Contractor executes this Agreement, Contractor shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the County of Fresno, **Public Works – Resources, 2220 Tulare Street, 6th Floor, Fresno, CA 93721**, stating that such insurance coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by County, its officers, agents and employees, shall be excess only and not contributing with insurance provided under Contractor's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to County.

In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, the County may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

All policies shall be with admitted insurers licensed to do business in the State of California. Insurance purchased shall be purchased from companies possessing a current A.M. Best, Inc. rating of A FSC VII or better.

## VI. SELECTION PROCEDURE

A Selection Committee ("the Committee") will be formed to review and evaluate the Statements of Qualifications (SOQs) and to make recommendations. The Committee will consist of Department representatives who will screen the SOQs to narrow consideration to those firms deemed qualified to provide the services needed under this RFSQ. The Committee will address the following criteria in its evaluation of the SOQs:

- Qualifications of the company in terms of providing tire disposal and recycling services as outlined in this RFSQ:
  - o Projects similar in nature to what is required in this RFSQ.
- Experience of the company in terms of providing tire disposal and recycling services as outlined in this RFSQ:
  - o Key personnel experience (project manager/account executive/project coordinator).

- Current and valid permitting and licensing documents from regulatory/government agencies.
- Compliance/permitting issues or regulatory complications within the previous five (5) years.
- Positive feedback from provided references.
- Providing the requisite services, as outlined in this RFSQ, in a timely and efficient fashion:
  - Prompt turnaround time for delivery and pickup of tire trailers supplied for County activities (Disposal Site tire removal, Road Cleanup, and Tire Amnesty).
  - Ability to supply trailers for an extended period of time (30-60 days for Disposal Site and Road Cleanup activities).
- Technical Qualifications:
  - Trailer Fleet (Size of fleet and trailer type, i.e. van trailers, gondola/open top trailers, etc.).
- Cost:
  - Cost will be taken into consideration in terms of departmental planning and budgeting, but is not a primary determining factor in the award/evaluation process of this RFSQ.

The County reserves the right to conduct a background inquiry of each proposer which may include collection of appropriate criminal history information, contractual and business associations and practices, employment histories and reputation in the business community. By submitting a SOQ to the County, the proposer consents to such an inquiry and agrees to make available to the County such books and records the County deems necessary to conduct the inquiry.

## **VII. APPEALS**

Appeals must be submitted in writing within seven (7) working days after notification of proposed recommendations for award. A "Notice of Award" is not an indication of County's acceptance of an offer made in response to this RFSQ. Appeals should be submitted to County of Fresno Purchasing, 4525 E. Hamilton Avenue, Fresno, California 93702-4599 and in Word format to [gcornuelle@co.fresno.ca.us](mailto:gcornuelle@co.fresno.ca.us). Appeals should address only areas regarding RFSQ contradictions, procurement errors, selection discrepancies, legality of procurement context, conflict of interest, and inappropriate or unfair competitive procurement grievance regarding the RFSQ process.

Purchasing will provide a written response to the complainant within seven (7) working days unless the complainant is notified more time is required.

If the protesting bidder is not satisfied with the decision of Purchasing, he/she shall have the right to appeal to the Purchasing Agent/CAO within seven (7) working days after Purchasing's notification; except if, notified to appeal directly to the Board of Supervisors at the scheduled date and time.

If the protesting bidder is not satisfied with Purchasing Agent/CAO's decision, the final appeal is with the Board of Supervisors.



# COUNTY OF FRESNO PRICING QUOTATION FORM

RFSQ NUMBER: 926-5478

## A. AMERICAN AVENUE DISPOSAL SITE

### 1. COUNTY TO SUPPLY LABOR TO LOAD TRAILERS

COUNTY LOCATIONS	TRAILER SIZE	COST PER TRAILER (30-60 DAYS)	DELIVERY FEE PER TRAILER (IF APPLICABLE)
American Avenue Disposal Site 18950 W. American Avenue Kerman, CA 93630			

## B. ROAD MAINTENANCE TIRE CLEANUP AND WASTE TIRE AMNESTY DAYS

### 1. COUNTY TO SUPPLY LABOR TO LOAD TRAILERS

COUNTY LOCATIONS	TRAILER SIZE	COST PER TRAILER TIRE CLEANUP (30-60 DAYS)	COST PER TRAILER TIRE AMNESTY (1-2 DAY EVENTS)	DELIVERY FEE PER TRAILER (IF APPLICABLE)
Firebaugh (Area 1) 38835 W. Nees Avenue Firebaugh, CA 93622				
Tranquillity (Area 2) 25411 W. Silveira Tranquillity, CA 93668				
Coalinga (Area 3) 779 E. Polk Street Coalinga, CA 93210				
Biola (Area 4) 12855 W. "G" Street Biola, CA 93606				
Caruthers (Area 5) 2544 W. Mountain View Caruthers, CA 93609				
Fresno (Area 7) 9400 N. Matus Avenue Fresno, CA 93720				
Sanger (Area 8) 9525 E. Olive Sanger, CA 93657				
Sanger (Area 9) 3633 S. Del Rey Avenue Sanger, CA 93657				



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COUNTY LOCATIONS	TRAILER SIZE	COST PER TRAILER TIRE CLEANUP (30-60 DAYS)	COST PER TRAILER TIRE AMNESTY (1-2 DAY EVENTS)	DELIVERY FEE PER TRAILER (IF APPLICABLE)
Dunlap (Area 9D) 40315 Dunlap Road Dunlap, CA 93621				
Auberry (Area 11) 332148 Auberry Road Auberry, CA 93602				
Shaver (Area 12) 41686 Dinkey Creek Road Shaver Lake, CA 93664				
Material Storage Facility Denver and Lincoln Ave. Tranquillity, CA 93668				

**C. FUEL RECOVERY FEE – EMPTY TRAILERS RETURNED TO VENDOR**

1. In the case a trailer is not utilized and must be returned to the vendor, the vendor will only charge a nominal fee to recover the cost of fuel for the trip to recover the trailer and return it to the vendor's facility. Please indicate this fee below.

**FUEL RECOVERY FEE: \$ \_\_\_\_\_ PER TRAILER**