

**COUNTY OF MARIPOSA**  
Public Works Department

Issued June 21, 2022

**REQUEST FOR PROPOSALS (RFP)**

Roadside Brushing and Clearance

Colorado Road between SR140 & Sherlock Rd. (2.25 mi)



Deadline for Submission of Proposals:  
**July 13, 2022 @ 2:00 PM**

For an electronic version of this RFP, go to  
<https://www.mariposacounty.org/bids.aspx>

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## SECTION ONE: ACTIVITIES AND TIMELINES

ACTIVITY	DATE
• Release of published RFP	6/21/2022
• Deadline for receiving all questions	7/8/2022
• Deadline for RFP responses to be received by County	7/13/2022
• Notice of contract award (Tentative)	7/25/2022
• Contract executed (Tentative)	8/08/2022

## SECTION TWO: GENERAL RFP SUMMARY

Mariposa County (“County”) is seeking proposals from qualified Brushing Service Contractors to provide fuel reduction and vegetation clearance services in the County right of way along approximately 2.25 miles along Colorado Road with a 40 ft maintained roadway. Said services must meet all applicable Federal, State and/or Local regulations.

## SECTION THREE: PROGRAM BACKGROUND AND OVERVIEW

The objective of this project is to mitigate the threat of roadside fire ignitions as well as expand upon the footprint of the road to create fire breaks should a fire start in the area. The desired outcome is the clearance of small vegetation and ladder fuels from the right-of-way along the identified County-maintained roads.

## SECTION FOUR: SCOPE OF SERVICES

Specific project treatments are as follows:

1. Contractor will be required to clear small vegetation and ladder fuels within an approximate 40 ft right-of-way. Assuming 20 ft wide pavement, the Contractor would be responsible for clearing 10 ft from edge of pavement or fenceline on both sides of the road.
2. Remove all vegetation 18 inches in diameter or smaller within or hanging over the road.
3. Vegetation that is cut, and existing debris and branches on the ground, should be chipped and spread. Contractor will make every reasonable effort to ensure that all culvert and drainage structures remain free of woody debris.
4. Contractor shall provide traffic control in accordance with T13-Lane Closure Reverse Control.

**Equipment:**

Equipment shall be furnished on a fully operational basis, of modern design, and in good operating condition, with competent, fully qualified operators. The Contractor shall provide all transportation of equipment, tools, personnel, and supplies to the work sites. Contractor shall be responsible for all fuel, lubrication, repair, and replacement for Contractor's equipment. All chainsaws and other motorized equipment shall be equipped with Forest Service approved spark arrestors and meet California Division of Industrial Safety specifications. The following are minimum equipment requirements:

- Must be in good running condition with no fluid leaks or overheating problems
- Must be equipped with tools and supplies necessary for making emergency and routine repairs and servicing
- Canopy approved by the State of California, Division of Industrial Safety.
- Power or hand saw may be needed
- Portable diesel engines shall be compliant with California's Air Resource Board's (ARB) portable diesel engine Airborne Toxic Control Measure (ATCM) and registered under ARB's Statewide Portable Equipment Registration Program (PERP)  
<https://www.arb.ca.gov/portable/portable.htm>.

**Safety:**

Contractor shall adhere and maintain compliance with OSHA safety requirements, including but not limited to; Illness and Injury Prevention Plan, crew safety training, personal protective equipment, and tailgate meetings. Contractor will maintain fire tools at the project site that meet Cal FIRE standards, per Title 14, California Code of Regulations 4428; items (a)&(b).

A sealed fire toolbox shall be located within the operating area at a point accessible in the event of a fire. This fire toolbox shall contain: one backpack pump-type fire extinguisher filled with water, two axes, two McLeod fire tools, and a sufficient number of shovels so that each employee at the operation can be equipped to fight fire. One or more serviceable chainsaws with a cutting bar 20 inches in length, or longer, shall be immediately available within the operating area. Each passenger vehicle used on the operation shall be equipped with one shovel and one axe.

**Weather:**

Inclement weather may delay work being completed as scheduled. Any days in which weather prohibits the safe operation of the project shall be agreed upon by the Contractor and the County.

**Representation and Communication:**

The Contractor shall personally supervise the work under the contract or shall designate in writing to the County the name of its representative who shall at all times be present at the site of the work. The authorized representative shall have full authority to direct the work. The Contractor shall provide the County one (1) week's written notice of any change to its authorized representative.

**SECTION FIVE: MINIMUM QUALIFICATIONS**

The successful proposer shall be able to provide the following minimum qualifications:

LTO "A" or C-61/D-49 Tree Service License and a crew capable of directionally falling timber away from roads, power lines, and buildings. A Traffic Control Subcontractor is required if the Prime is unable to perform those services. Work shall begin on Colorado Road sufficiently far from the State Route to eliminate a Caltrans encroachment permit.

## SECTION SIX: RFP PROCESS

### **A. SUBMITTAL OF PROPOSALS**

Sealed proposals must be received at Mariposa County Public Works Department, 4639 Ben Hur Rd., **NO LATER THAN 2 PM on July 13, 2022.**

This is a Prevailing Wage job.

**Proposals are to be addressed as follows:**

**Roadside Brushing and Clearance  
Colorado Road Between SR 140 & Sherlock Rd.**

**Mariposa County Public Works  
4639 Ben Hur Rd.  
Mariposa CA 95338**

**Attention: Matt Hesperheide**  
*Proposer's name and return address must also appear on the envelope.*

Proposals will be received only at the address shown above and must be received by the time indicated. It is the sole responsibility of the proposer to send or deliver its proposal so that it is received by the time and date required, regardless of postmark. Any proposal received after said time and/or date or at a place other than the stated address, cannot be considered and will not be accepted.

### **B. SUBMITTER'S QUESTIONS**

Questions regarding the RFP must be submitted exclusively in writing to the County by July 8, 2022. Except for questions that might render the award of this contract invalid, the County will not respond to any questions submitted after this time. The County will use an addendum to the RFP to post any questions received, along with written responses, on the County website. It is the responsibility of the proposers to check the County website to review the questions and responses. Any oral responses to questions are not binding on the County.

Questions should be addressed to:

Email: [mhespenheide@mariposacounty.org](mailto:mhespenheide@mariposacounty.org)

### **C. COSTS OF DEVELOPING THE PROPOSAL**

All costs incurred in the preparation of a proposal are the responsibility of each proposer and will not be reimbursed by the County.

### **D. PROPOSAL TERMS AND CONDITIONS**

It is the responsibility of each proposer to be familiar with all of the specifications, terms and conditions of the RFP. By the submission of a proposal, the proposer certifies that if awarded a contract, proposer will make no claim against the County based upon ignorance of or misunderstanding of the specifications.

Each proposer shall submit its proposal with the understanding that the proposal will become a part of the official file on this matter and shall be subject to disclosure, if requested by a member of the public, following the completion of negotiations.

By submitting a proposal, each proposer certifies that all statements in this proposal are true. This constitutes a warranty, the falsity of which shall include the right, at the County's option, of declaring any contract made, as a result thereof, null and void. Proposals shall be completed, executed, and submitted in accordance with the instructions of this RFP. If a proposal is not submitted in the format specified in this RFP, it may be rejected, unless the County determines that the nonconformity is either a minor irregularity or that the defect or variation in the proposal is immaterial or inconsequential. The County may give the proposer an opportunity to cure any deficiency resulting from a minor irregularity or an immaterial or inconsequential defect, or County may waive such deficiency, whichever is most advantageous to the County.

The County cannot accept proposals from any individual who is currently employed with the County of Mariposa (California Government Code §29708).

### **E. AWARD**

Award will be made to the qualified proposer whose proposal will be most advantageous to the County, with price and all other factors considered.

Proposers will receive mailed Award/Non-Award notification(s), which will include the name of the proposer to be awarded this contract.

Proposers are advised County reserves the right to reject any and all proposals.

## **F. OTHER REQUIREMENTS**

In order to contract with the County of Mariposa, a proposer must meet the following requirements:

- Make available to the County a W-9.
- Comply with all Federal, State and local rules, regulations and policies, including but not limited to:
  - Standard contract language of the County; and,
  - Insurance coverage to include worker's compensation, general liability, auto liability, unless waived by the County.
- Meet the requirements for audit of its expenditures if required in the above documents.

## **G. NON-DISCRIMINATION**

Non-Discrimination: The Contractor selected through this RFP shall provide services without discrimination based on race, creed, color, ethnic or linguistic identification, gender or sexual preference, disability or handicap or any other basis prohibited by law.

## **H. PROTEST/APPEAL PROCESS**

The following procedure is provided in the event that a proposer wishes to protest the RFP process or appeal the recommendation to award a contract for Roadside Brushing and Clearance RFP once the Notices of Award/NonAward have been issued.

- Any protest must be submitted in writing to Mariposa County Public Works Dept., 4639 Ben Hur Road, Mariposa CA 95338, Attention: Matt Hesperheide
- The protest must be submitted before 5:00 pm of the tenth (10<sup>th</sup>) business day following the date of the Notice of Award.
- The protest must contain a complete statement of the basis for the protest. The protest must include the name, address, telephone number and e-mail address of the person representing the protesting party.
- The procedure and time limits are mandatory and are the proposer's sole and exclusive remedy in the event of a bid protest.

Proposer's failure to comply with these procedures shall constitute a waiver of any right to further pursue the protest, including filing a Government Code claim or legal proceedings.

Upon receipt of written protest/appeal, the Public Works Director will review and provide an opportunity to settle the protest/appeal by mutual agreement, will schedule a meeting to discuss or issue a written response to advise of an appeal/protest decision within five (5) business days of receipt of the appeal/protest.

### **I. PUBLIC RECORDS ACCESS**

Proposers should be aware that submitted proposals are subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of the proposers to clearly identify information in their proposals that they consider to be confidential under the California Public Records Act. To the extent that the County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

All information regarding the proposals will be held as confidential until such time as the Review Committee has completed its evaluation and, or if, contract negotiations are complete.

## SECTION SEVEN: INSURANCE INFORMATION

1. Commercial General Liability Insurance, written on an “occurrence” basis, which shall provide coverage for bodily injury, death and property damage resulting from operations, liability for slander, false arrest and invasion of privacy, blanket contractual liability, broad form endorsement, and completed operations, personal and advertising liability, with limits of not less than \$1,000,000 general aggregate and \$1,000,000 each occurrence, subject to a deductible of not more than \$1,000 payable by Contractor.
2. Business Automobile Liability Insurance with limits not less than **\$1,000,000** each occurrence including coverage for owned, non-owned and hired vehicles, subject to a deductible of not more than **\$1,000** payable by Contractor.
3. Workers’ Compensation Employers’ Liability limits not less than **\$1,000,000** each accident, **\$1,000,000** per disease and **\$1,000,000** aggregate. Contractor’s Workers’ Compensation Insurance policy shall contain a Waiver of Subrogation against the County of Mariposa, its board members, officers, directors, officials, agents, employees and volunteers. In the event Contractor is self-insured, it shall furnish Certificate of Permission to Self-Insure signed by Department of Industrial Relations Administration of Self-Insurance, State of California.
4. Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Owner Indemnitites as Additional Insureds. The requirements for coverage and limits shall be the greater of either the minimum coverage and limits specified in this Agreement or the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured.
5. Insurance policies in this Appendix C shall contain an endorsement containing the following terms:
  - A. Owner Indemnitites shall be named as Additional Insureds, but only with respect to liability arising out of the activities of the named insured, and there shall be a waiver of subrogation as to each named and Additional Insured. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Owner has received a waiver of subrogation endorsement from the insurer.
  - B. The policies shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company’s liability.
  - C. Written notice of cancellation, non-renewal or of any material change in the policies shall be mailed to County of Mariposa thirty (30) days in advance of the effective date thereof.
  - D. Contractor insurance shall be primary insurance as to Owner and no other insurance or self-insured retention carried or held by any named or Additional Insureds other than Contractor shall be called upon to contribute to a loss covered by insurance for the named insured.

6. Certificates of Insurance and Endorsements shall have clearly typed thereon the Project Name, shall clearly describe the coverage and shall contain a provision requiring the mailing of written notices of cancellation described in clause\_\_\_\_\_. Contractor shall furnish the Owner with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Owner before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Owner reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
7. All policies of insurance shall be placed with insurers acceptable to Owner. The insurance underwriter(s) must be duly licensed to do business in the State of California and (other than for workers' compensation) must have an A. M. Best Company rating of [A-,VII] or better. Required minimum amounts of insurance may be increased should conditions of Work, in the opinion of Owner, warrant such increase. Contractor shall increase required insurance amounts upon direction by Owner.
8. The insurance coverage limits may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of Owner and Additional Insureds, to the extent required by this Agreement, before the Owner's insurance or self-insurance may be called upon to protect Owner as a named insured.
9. All self-insured retentions (SIR) must be disclosed to Owner for approval and shall not reduce the limits of liability coverage. Policies containing and SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named Contractor/named insured or Owner.
10. Contractor agrees to include with all subcontractors in their subcontracts the same requirements and provisions of this Agreement that is required of Contractor including, without limitation, the indemnity and insurance requirements to the extent they apply to the scope of the subcontractor's work. Subcontractors hired by Contractor shall agree to be bound to Contractor and Owner in the same manner and to the same extent as Contractor is bound to Owner under this Contract and its accompanying documents. Subcontractors shall further agree to include these same provisions with any lower tier subcontractors. A copy of the indemnity and insurance provisions of this Agreement will be furnished to the Subcontractor upon request. Contractor shall require all subcontractors to provide a valid Certificate of Insurance and the required endorsements included in the subcontract agreement, and will provide proof of compliance to the Owner prior to commencement of any work by the subcontractor.
11. Special Risks or Circumstances: County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**PROPOSAL FORM**

**Mariposa County**

**Roadside Brushing and Clearance along Colorado Road (2.25 mi)**

NAME:

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BUSINESS  
MAILING  
ADDRESS:

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CITY, STATE,  
ZIP:

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TELEPHONE:

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E-MAIL

CONTRACTOR  
LICENSE NO.:

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DIR NO.

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Services requested to be accomplished and referred to herein: to provide fuel reduction and vegetation clearance services alongside County maintained roadway along approximately 2.25 miles along Colorado Road between SR140 & Sherlock Rd. located in Mariposa County, CA. Said services must meet all applicable Federal, State and/or Local regulations. The work shall be in accordance with the Request for Proposal.

Rates proposed are for the entire work required for providing all labor, equipment, tools, and materials affiliated with the complete clearing of vegetation along approximately 2.25 miles of Colorado Road.

If this bid is accepted and the undersigned fails to enter into the agreement and provide insurance as specified herein within eight (8) days, not including Sundays and legal holidays, after Contractor has received notice from County that the Agreement has been awarded, County may, at its option, determine that Contractor has abandoned the Agreement and thereupon this bid and the acceptance thereof shall be null and void.

The undersigned, as Contractor, declares that the only person or parties interested in this Bid as principals, are those named herein; this Bid is made without collusion with any other person, firm, or corporation; it has carefully examined the locations of the proposed work and the proposed form of Agreement, and, it proposes and agrees that, if this bid is accepted, it will contract with the County of Mariposa, in the form of the copy of the Agreement annexed hereto, to provide all necessary labor, equipment, tools, materials (except as otherwise specified in the Agreement), and incidentals necessary to accomplish the services specified in the Agreement in the manner and time therein prescribed and according to the requirements of the Project Manager or his designee as therein set forth, and that it will take in full payment therefore the following item prices, to wit.

The bidder's execution and endorsement on the signature portion of the Bid Form shall also constitute an endorsement and execution of the following certifications which are a part of this document.

**PROPOSAL PRICE**

This proposal price is for the entire work required for providing all labor, equipment, tools, materials, and incidentals affiliated with the roadside vegetation clearance along approximately 2.25 miles of Colorado Road between SR140 & Sherlock Rd. as described in the Request for Proposal issued June 21, 2022.

The undersigned proposer declares that the only person or parties interested in this proposal as principals, are those named herein; this proposal is made without collusion with any other person, firm, or corporation; it has carefully examined the locations of the proposed work and the proposed form of Agreement, and, it proposes and agrees that, if this proposal is accepted, it will contract with the Mariposa County, in the form of the copy of the Agreement attached hereto, to provide all necessary labor, equipment, tools, materials (except as otherwise specified in the Agreement), and incidentals necessary to accomplish the services specified in the RFP in the manner and time therein prescribed and according to the requirements of Mariposa County and that it will take in full payment therefore the following item prices, to wit.

**Total Proposal Amount:** \_\_\_\_\_

AUTHORIZED SIGNATURE FROM PROPOSER

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Printed Name / Title

\_\_\_\_\_  
Signature