

# **REQUEST FOR PROPOSALS FOR CHIPPING HAZARDOUS FUELS ON LANDS WITHIN MONTEREY COUNTY REGIONAL FIRE DISTRICT**

**DEADLINE DATE: December 20, 2018**

**TIME: 3:00 P.M.**

**PLACE: Monterey County Regional Fire District**

Attn: Michael Urquides, Fire Chief  
19900 Portola Dr Salinas, Ca 93908 831-455-1828  
Email: murquides@mcrfd.org

Monterey County Regional Fire District is soliciting proposals until **3:00 P.M. December 20, 2018** for the treatment or removal of hazardous fuels on lands in Monterey County Regional Fire District. No proposals will be received or considered after that time.

The purpose of this solicitation is to create a pool of contractors qualified to Chip hazardous wildland fuels, as described in the Scope of Work. Some of these properties are vacant lots, most will have homes and improvements. After reviewing proposals, the District will identify qualified contractors to be listed in a "qualified pool" for the 2018-2019 calendar year.

The qualified pool will be determined based on proposals received for one of the following service categories:

1. Chipping of hazardous fuel;

The Contractor will provide proof of insurance as described in Exhibit C but only if selected for a service contract, no proof of insurance is required at this point. Selections for the individual service contracts will be made based on Monterey County Regionals Fire Chiefs determination of "best value" which includes but is not limited to: bids for proposed work, experience with that category of service, staffing and/or mobilization capability, available equipment and the ability to provide the service during an appropriate time frame.

Upon receipt of the proposals, the Fire Chief will evaluate and establish the pool of qualified contractors. The District reserves the right to reject all proposals not in compliance with all prescribed public bidding procedures and requirements, reject for good cause all proposals upon the finding that it is in the public interest to do so, and waive any and all informalities.

**PROJECT: HAZARDOUS FUELS TREATMENT ON FIRE DISTRICT PROPERTY AND PRIVATE LANDS IN FIRE DISTRICT.**

Contractor agrees that if this Proposal is accepted, he/she will supply all material and labor required to complete the work as specified in the Scope of Work  
All costs, including personnel, equipment and mileage should be included in the bids.  
Price ranges submitted will be used to determine if in general if prices are in a range considered to be competitive by the District.

**Service Categories**

1. Chipping, costs per 8 hour day\_\_\_\_\_

**This is the contact information to which all communications concerning this Proposal shall be sent.**

Company:

\_\_\_\_\_

Contact

Name:\_\_\_\_\_

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

\_\_\_\_\_

Email:

\_\_\_\_\_

Phone number:

\_\_\_\_\_

Date:

\_\_\_\_\_

Authorized Signature of Contractor

\_\_\_\_\_

Title

Proposals must be received by 3:00 P.M. on December 20, 2018.

Submit to:

Monterey County Regional Fire District

Attn: Michael Urquides, Fire Chief

19900 Portola Dr Salinas, Ca 93908 831-455-1828

Email: [murquides@mcrfd.org](mailto:murquides@mcrfd.org)

**EXHIBIT B  
HAZARDOUS WILDLAND FUELS TREATMENT  
SCOPE OF WORK**

**A. Contractor shall perform the following work:**

**1. Scope of Contract**

The work performed will include chipping and/or removal of hazardous wildland fuels at particular Work Areas in compliance with the specifications. Successful bidder(s) will furnish labor, equipment, supervision, transportation, operating supplies, and incidentals except portable restrooms

**Contractor Obligations**

(a) The Contractor shall furnish all transportation, labor, tools, supplies, materials, supervision, and incidentals to perform the contract work as set forth in the specifications.

(b) The Contractor shall provide employees with sufficient skill and experience to properly perform the work assigned to them.

(c) Contractor shall, without additional expense to the District, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State and local laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occurs as a result of the Contractor's fault or negligence.

**Project Scope:** Wildland Fire Prevention Fuel Reduction Residential Chipping Program

Tree Trimmings will be located along roads, driveways or otherwise accessible by vehicle or mechanized equipment. Tree Trimmings shall be chipped and removed or left on from the site as specified by the Fire Chief.

**Damage to Physical Improvements**

(a) Contractor shall exercise extreme care to prevent damage to all physical improvements (roads, fences, ditches, structures & landscaping, etc.) on the contract area. As determined by the District,

Contractor shall be held responsible for immediate repairs to damaged physical improvements.

**2. Indemnification and Hold Harmless**

(a) To the fullest extent authorized by law Contractor shall defend, save, hold harmless and indemnify the District and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature resulting from or arising out of, or relating to the activities of Contractor or its officers, employees, contractors, or agents under this Contract, including without limitation any claims that the work, the work product or any other tangible or intangible items delivered to District by Contractor that may be the subject of protection under any state or federal intellectual property law or doctrine, or the District's use thereof, infringes any patent, copyright, trade secret, trademark, trade dress, mask work utility design or other proprietary right of any third party.

(b) Contractor shall have control of the defense and settlement of any claim that is subject to the above paragraph (a), however neither contractor nor any attorney engaged by Contractor shall defend the claim in the name of Fire District or any department or agency thereof, nor purport to act as legal representative of the District or any of its departments or agencies without first Receiving from the District's legal counsel, in a form and manner determined appropriate by the District's legal counsel, authority to act as legal counsel for the District, nor shall Contractor settle any claim on behalf of the Count without the approval of the District's legal counsel.

District shall defend, save, hold harmless and indemnify Contractor and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature resulting from or arising out of, or relating to the activities of District or its officers, employees, contractors, or agents under this Contract.

### **3. Contractor not a District Agent**

a) It is agreed by and between the parties that Contractor is not carrying out a function on behalf of District, and District does not have the right of direction or control of the manner in which Contractor delivers services under this Contract or exercise any control over the activities of Contractor.

b) Contractor is not an officer, employee or agent of District

**B. District Services:** District shall provide Contractor, at District's expense, with material and services described as follows:

(a) The District shall inspect the site with the Contractor prior to commencement of work to discuss the project.

(b) District shall perform periodic inspections to assure quality of work is meeting project objectives.

(c) For work to be performed on private property, District shall obtain appropriate permission from the property owner or person in charge.

(d) The District shall provide maps of individual project areas.

(e) The District will provide a portable restroom as necessary

**EXHIBIT C  
FIRE DISTRICT SERVICES CONTRACT  
INSURANCE REQUIREMENTS**

Contractor shall at all times maintain in force at Contractor's expense, each insurance noted below. Insurance coverage must apply on a primary or non-contributory basis. All insurance policies, except Professional Liability, shall be written on an occurrence basis and be in effect for the term of this contract. Policies written on a "claims made" basis must be approved and authorized by Fire District.

Contractor Name: \_\_\_\_\_

**Workers Compensation** insurance in compliance, requiring Contractor and all subcontractors to provide workers' compensation coverage for all subject workers, or provide certification of exempt status. Worker's Compensation Insurance to cover claims made under Worker's Compensation, disability benefit or any other employee benefit laws, including statutory limits in any state of operation with Coverage B Employer's Liability coverage all at the statutory limits. In the absence of statutory limits, the limits of said Employers liability coverage shall be not less than \$1,000,000 each accident, disease and each employee. This insurance must be endorsed with a waiver of subrogation endorsement, waiving the insured's right of subrogation against District.

**Professional Liability** insurance with an occurrence combined single limit of not less than:  
Per Occurrence limit Annual Aggregate limit  
✘ \$1,000,000 ✘ \$2,000,000

Professional Liability insurance covers damages caused by error, omission, or negligent acts related to professional services provided under this Contract. The policy must provide extended reporting period coverage, sometimes referred to as "tail coverage" for claims made within two years after the contract work is completed.

Required by District

**Commercial General Liability** insurance with a combined single limit of not less than:  
Per Single Claimant and Incident All Claimants Arising from Single Incident  
✘ \$1,000,000 ✘ \$2,000,000

Commercial General Liability insurance includes coverage for personal injury, bodily injury, advertising injury, property damage, premises, operations, products, completed operations and contractual liability. The insurance coverages provided for herein must be endorsed as primary and non-contributory to any insurance of District, its officers, employees or agents. Each such policy obtained by Contractor shall provide that the insurer shall defend any suit against the named insured and the additional insureds, their officers, agents, or employees, even if such suit is frivolous or fraudulent. Such insurance shall provide District with the right, but not the obligation, to engage its own attorney for the purpose of defending any legal action against District, its officers, agents, or employees, and that Contractor shall indemnify District for costs and expenses, including reasonable attorneys' fees, incurred or arising out of the defense of such action

**Automobile**

Automobile Liability insurance includes coverage for bodily injury and property damage resulting from operation of a motor vehicle. Commercial Automobile Liability Insurance shall provide coverage for any motor vehicle driven by or on behalf of Contractor during the course of providing services under this contract. Commercial Automobile Liability is required for contractors that own business vehicles)