



**FIRE
SAFE
MARIN**

Adapting to Wildfire

Company: Fire Safe Marin (FSM)

Category: Curbside Chipping Services

Location: Marin County, CA (Bollinas Fire District, City of Larkspur, City of Mill Valley, City of San Rafael, Inverness Public Utility District, Kentfield Fire Protection District, Marinwood Community Services District, Muir Beach Community Services District, Novato Fire Protection District, Sleepy Hollow Fire Protection District, Southern Marin Fire Protection District, Stinson Beach Fire Protection District, Town of Corte Madera, Town of Fairfax, Town of Ross, Town of San Anselmo, and some unincorporated neighborhoods within the County of Marin).

Issue Date: March 22, 2023

Introduction

By this Request for Proposals (RFP), Fire Safe Marin (FSM) is soliciting proposals for a qualified licensed contractor to conduct curbside chipper services in Marin County, CA from May 15, 2023 through May 15, 2025. FSM, a 501(c)3 non-profit, managed a curbside chipping program for Marin residents in 2020, 2021, and 2022 with funds from the Marin Wildfire Prevention Authority (MWPA). A comprehensive report that describes the 2022 program is available at:

<https://drive.google.com/file/d/1IglptKoBObPjk8Lre04j-OkCcfC7zYAB/view?usp=sharing>

We encourage you to review this report before submitting a proposal.

Project Description and Scope of Work

The contractor will provide chipping service over a 2-year term beginning on May 15, 2023 and ending on May 15, 2025. The work will take place during different time periods over the 2-year term. These time periods (hereinafter, “the Chipping Schedule”) may be adjusted and/or eliminated by FSM at any time.

Here is the anticipated Chipping Schedule over the 2-year term:

May 15, 2023 through July 21, 2023

July 31, 2023 through November 17, 2023

February 5, 2024 through March 8, 2024

May 20, 2024 through November 15, 2024

February 3, 2025 through March 7, 2025

FSM does not guarantee the contractor a minimum amount of work during this 2-year term. However, based on historical data and future projections, we estimate the contractor will be assigned approximately 95 days of work in 2023, 105 days of work in 2024, and 15 days of work in 2025. **The actual amount of workdays may be greater or less than these estimates due to various circumstances such as resident demand, weather, contractor performance, and program budget.**

The contractor will be responsible for running up to 4 chipping crews simultaneously during the work week. Crews should be prepared to chip in any of the five zones that make up the MWPA JPA. The MWPA JPA map is available at:

<https://drive.google.com/drive/folders/1AXX7SxBOLxwAeRDbqEoxrSF27sY0Onjs?usp=sharing>

Important information on chipping crew requirements is addressed later in this document.

While the contractor should have 4 crews available and prepared to conduct chipping from Monday to Friday, the volume of work assigned to the contractor by FSM may vary from week to week. As referenced previously, FSM **does not** guarantee the contractor a minimum amount of work.

FSM's software management program defines the neighborhoods to be serviced and creates an efficient route for each crew to reduce drive time. The piles to be chipped will be located at or near residential curbs/roadsides

and will vary in size. The contractor shall chip and/or remove all qualifying material and dispose of the material at one of the FSM approved facilities.

REQUIREMENTS:

Crew

The contractor shall maintain a crew that meets FSM specifications and is sufficient to complete the scope of work. A crew is defined as three workers equipped with a chipper, chipper truck, and pickup truck. **As mentioned above, the contractor will be responsible for running up to 4 chipping crews simultaneously during the work week.** Crews should be prepared to chip in any of the five zones that make up the MWPA JPA. Based on prior experience, FSM has found that a pickup truck is often required to shuttle material from curbside to chipper if access is tight as well as for the ability to scout parts of the route in terrain with limited access. A third crew member is often needed to act as a flag person for traffic control on narrow roadways if not engaged in processing material.

Crews will begin chipping no earlier than 8:00 a.m. Crews are expected to work 8-hour days. Lastly, crews will operate continuously through the week until all the work assigned in a given week has been completed.

Crews must have cell phones to interact with the Program Managers and respond to issues that come up in the field. Crews must be able to interact with the public diplomatically.

The daily routes will be mapped on an iPad. The iPad and training to use the iPad will be provided by FSM. The iPad will capture data for reports, therefore the crews must be able to use the iPad to locate registered piles, add piles that are not registered, take pictures of the piles, record pile size, record any pile irregularities (no pile, non-compliant pile, etc.) and record disposal data.

Equipment

The chipper must be able to process tree limbs up to 8" in diameter. The contractor is required to have multiple sized box trucks in which to haul the chips because some routes may have narrow streets/tight access so a smaller box truck is needed on such routes (approximately 14 cubic yards). A larger truck in the range of 22-24 cubic yards is required in most areas for efficiency of service and reduction in drive time to dispose of material. Leaf blowers are required to clean up after pickups.

Material Accepted

Palm fronds and bamboo will be accepted but residents are required to stack this material separate from the main pile. Some or all of this material may not be eligible for chipping and thus must be placed directly in the truck. Lumber, trash, construction material, vines, poison oak, bagged or tied

material, roots or other material contaminated with soil or rock, and grass clippings are not accepted materials for this program. Vegetation to be chipped will be limbs/trunks under 8" in diameter, firewood, brush, and branches.

Disposal

Chipped material will be taken to Redwood Landfill, Marin Resource Recovery, West Marin Compost or an alternative disposal site if approved by FSM.

Under no circumstances may chips be dumped at a residence, even if it requested by the homeowner.

Permits

If a jurisdiction requires an encroachment permit, the contractor will be notified. The contractor is responsible for acquiring the permit. Road closures aren't necessary for the curbside chipper program.

Insurance

The contractor shall maintain the minimum insurance during the duration of the project. Insurance minimums, policy requirements, and all other insurance related information can be found at the end of this document. If selected, the contractor must be prepared to provide FSM with proof of insurance.

Billing/Invoicing

The contractor will provide an invoice for services rendered no later than the last business day of the month. The contractor will be required to follow specific rules and guidelines on invoicing set forth by the FSM Program Managers. FSM will process invoices and mail checks during the first 10 business days of the month.

Price Adjustments

The contractor may submit a price adjustment request to FSM only once during the 2-year term. The price adjustment request can be made no earlier than May 15, 2024.

A price adjustment request must be supported by the U.S. Department of Labor's most recently published non-preliminary Consumer Price Index (CPI) available at the time of the contractor's request. The requested adjustment shall be calculated from the Bid Due Date of April 3, 2023.

OPTIONAL SERVICES:

Extra Crews

There may be the potential need for an “on call” crew in case a week is over scheduled. If the on call crew is engaged, the crew will be compensated at the same rate as the regular crew.

Specialized Crews

There may be some additional work available for vegetation management projects that require specialized equipment and training. This work may include evacuation route clearance, dead tree removal, brush clearing, creating shaded fuel breaks, etc. Required equipment could include broom pullers, saws of various sizes, pole saws, skid steers, excavators, masticators, bucket trucks and have skills such as tree climbing. If you are interested in performing this type of work, please include a fee schedule with your submission.

FSM WILL PROVIDE:

FSM will provide an iPad, iPad training, and day to day administrative support to the crews.

FSM will process invoices monthly during the first 10 business days of the month.

FSM will pay the disposal fees for the chipped material.

FSM will provide two FSM/MWPA 24x24 magnets to be placed on both sides of the box truck for the duration of the program. **These magnets must be visible on the side of the truck at all times.** Magnets must be returned at completion of project.

REQUIRED FORMAT FOR RESPONSE:

Your submission must include:

1. Company name, location, contact information
2. Company history, experience
3. References
4. Number of employees and their level of experience
5. Equipment inventory including age
6. Proof of insurance
7. Tax ID number
8. Daily crew fee for curbside service
9. Fees for specialized vegetation management work if you are interested in providing these services

SELECTION CRITERIA

Proposals will be evaluated on a comparative, competitive, qualification basis, based upon the RFP's submittal requirements, including the experience, organization and qualifications of the contractor and individuals proposed, and the offered price. Specific evaluation criteria will include:

- Prior experience with chipper services; work experience in Marin County preferred.
- Prior experience working on a curbside chipping program that leveraged a software management program for tracking, reporting, and route selection is preferred.
- References.
- Crew size/availability/experience and financial resources for performance.
- Type of equipment.
- Backup equipment to ensure breakdowns do not impact service.
- Pricing.
- Contractor's ability to meet the requirements contained in a standard form of agreement attached hereto as Exhibit A.

DISCLAIMERS AND RESERVATION OF RIGHTS:

Upon receipt, each proposal becomes the sole property of FSM. FSM reserves the right to reject any and all proposals, including the right to cancel or postpone the RFP or project at any time, in its sole discretion. FSM reserves the right to waive any immaterial irregularities in a proposal. FSM employees are prohibited from participating in the selection process if they have any financial or business relationship with the respondent. This RFP process will be conducted in compliance with all laws, including conflicts of interest laws.

FORM OF AGREEMENT

The Contractor will enter into an agreement with FSM based on the contents of this RFP, contractor's proposal, and a standard form of agreement.

APPLICABLE LAWS/MISCELLANEOUS

By submitting a response to this RFP, responding contractors agree to comply with the following terms and conditions of this RFP:

- a. The contractor shall maintain professional licenses required by the laws of the State of California at all times while performing Services for the Project.
- b. The contractor shall comply with the laws of the State of California requiring employers to insure against liability for Worker's Compensation while performing services for FSM.

c. All services shall comply with all statutes, ordinances, regulations, codes, and requirements of all governmental entities, including federal, state, and municipal entities, relating to the services.

d. This RFP and any resultant Professional Services Agreement shall be governed by the laws of the State of California. The parties agree to the jurisdiction and venue of the appropriate courts in the County of Marin and the State of California.

e. FSM expressly disclaims any and all liability for representation or warranties, express or implied, contained in the RFP or any other written or oral communication transmitted or made available to interested parties, including any errors of omission.

QUESTIONS

Questions related to this RFP should be submitted to:
chipper@firesafemarin.org

Questions must be submitted in writing by Monday, March 27 at 5:00 p.m.

INFORMATION ON SUBMITTING A BID

Bids should be submitted to:

chipper@firesafemarin.org

Bids must be submitted by Monday, April 3 at 5:00 p.m.

INSURANCE REQUIREMENTS FOR CONTRACTORS

INSURANCE.

A. **Scope of Coverage.** During the term of this Agreement, **CONTRACTOR** shall maintain, at no expense to **FSM**, the following insurance policies:

1. A commercial general liability insurance policy in the minimum amount of one million dollars (\$1,000,000) per occurrence/two million dollars

(\$2,000,000) aggregate, for death, bodily injury, personal injury, or property damage.

2. An automobile liability (owned, non-owned, and hired vehicles) insurance policy in the minimum amount of one million dollars (\$1,000,000) dollars per occurrence.

3. If any licensed professional performs any of the services required to be performed under this Agreement, a professional liability insurance policy in the minimum amount of one million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) aggregate, to cover any claims arising out of the **CONTRACTOR's** performance of services under this Agreement. Where **CONTRACTOR** is a professional not required to have a professional license, **FSM** reserves the right to require **CONTRACTOR** to provide professional liability insurance pursuant to this section.

4. If it employs any person, **CONTRACTOR** shall maintain worker's compensation insurance, as required by the State of California, with statutory limits, and employer's liability insurance with limits of no less than one million dollars (\$1,000,000) per accident for bodily injury or disease. **CONTRACTOR's** worker's compensation insurance shall be specifically endorsed to waive any right of subrogation against **FSM**.

B. Other Insurance Requirements. The insurance coverage required of the **CONTRACTOR** in subparagraph A of this section above shall also meet the following requirements:

1. Except for professional liability insurance or worker's compensation insurance, the insurance policies shall be specifically endorsed to include **FSM**, its officers, agents, employees, and volunteers, as additional insureds (for both ongoing and completed operations) under the policies.

2. The additional insured coverage under **CONTRACTOR'S** insurance policies shall be "primary and noncontributory" with respect to any insurance or coverage maintained by **FSM** and shall not call upon **FSM's** insurance or self-insurance coverage for any contribution. The "primary and noncontributory" coverage in **CONTRACTOR'S** policies shall be at least as broad as ISO form CG20 01 04 13.

3. Except for professional liability insurance or worker's compensation insurance, the insurance policies shall include, in their text or by endorsement, coverage for contractual liability and personal injury.

4. By execution of this Agreement, **CONTRACTOR** hereby grants to

FSM a waiver of any right to subrogation which any insurer of **CONTRACTOR** may acquire against **FSM** by virtue of the payment of any loss under such insurance. **CONTRACTOR** agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not **FSM** has received a waiver of subrogation endorsement from the insurer.

5. If the insurance is written on a Claims Made Form, then, following termination of this Agreement, said insurance coverage shall survive for a period of not less than five years.

6. The insurance policies shall provide for a retroactive date of placement coinciding with the effective date of this Agreement.

7. The limits of insurance required in this Agreement 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 noncontributory basis for the benefit of **FSM** (if agreed to in a written contract or agreement) before **FSM'S** own insurance or self-insurance shall be called upon to protect it as a named insured.

8. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to **FSM** or any other additional insured party. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the obligations of the **CONTRACTOR** under this agreement.

C. **Deductibles and SIR's.** Any deductibles or self-insured retentions in **CONTRACTOR's** insurance policies must be declared to and approved by the PROJECT MANAGER and General Counsel and shall not reduce the limits of liability. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or **FSM** or other additional insured party. At **FSM's** option, the deductibles or self-insured retentions with respect to **FSM** shall be reduced or eliminated to **FSM's** satisfaction, or **CONTRACTOR** shall procure a bond guaranteeing payment of losses and related investigations, claims administration, attorney's fees and defense expenses.

D. **Proof of Insurance.** **CONTRACTOR** shall provide to the PROJECT MANAGER or **FSM'S** General Counsel all of the following: (1) Certificates of Insurance evidencing the insurance coverage required in this Agreement; (2) a copy of the policy declaration page and/or endorsement page listing all policy endorsements for the commercial general liability policy, and (3) excerpts of policy language or specific endorsements evidencing the other insurance requirements set forth in this Agreement. **FSM** reserves the right to obtain a full certified copy of any insurance policy and endorsements from **CONTRACTOR**. Failure to exercise this right shall not constitute a waiver of the right to exercise it later. The insurance shall be approved as to form and sufficiency by PROJECT MANAGER and the General Counsel.