



THE ALPINE FIRE PROTECTION DISTRICT
Hazard Mitigation Grant Program Project
FEMA-CALOES PROJECT # HMGP DR4344-0238

REQUEST FOR BID (RFB)
RFB #23-01

Notice is hereby given that bids will be received until 5:00 P.M., Friday March 31st, 2023, Pacific Daylight Time (PDT), after which bid results will be publicized on www.alpinefire.org for furnishing the Alpine Fire Protection District with:

Hazardous Fuels Reduction
located in the Alpine Creek.
“Alpine Creek Fuels Reduction”

MAP LABEL #	APN's	Addresses	Latitude	Longitude	% of parcel to be cleared	Parcel Size in acres	Square Feet	Acres
1	4032501500	2103 Alpine Blvd	32.835810	-116.769424	33.47%	0.8	11663	0.267746
2	4032501600	1935 Alpine Blvd	32.836524	-116.771603	96.57%	1.17	49217	1.129867
5	4032204800	1323 Administration Way	32.835861	-116.774012	11.12%	4.1	19865	0.456038
6	4033704800	1392 Tavern Road	32.835347	-116.776061	96.53%	1.72	72324	1.660331
7	4033704700	1364 Tavern Road	32.836037	-116.777831	63.85%	3.14	87336	2.004959
8	4033702700	1750 Arnold Way	32.837227	-116.780218	47.86%	14.39	300000	6.887052
9	4033702500	1661 Alpine Blvd	32.837175	-116.778908	21.52%	2.56	24000	0.550964
11	4033811600	Midway Drive	32.837637	-116.782096	58.59%	8.62	220000	5.050505
19	4033812300	Alpine Blvd	32.838466	-116.784934	95.27%	0.54	22409	0.51444
20	4033812200	1328 Midway Drive	32.838471	-116.786092	89.87%	6.86	268565	6.165404
21	4033812900	1237 Alpine blvd	32.838602	-116.788603	47.05%	0.84	17217	0.395248
23	4033812700	1225 Midway Drive	32.839368	-116.789048	44.85%	0.83	16215	0.372245
25	4033813300	1202 Midway Drive	32.839282	-116.789558	63.33%	0.58	16000	0.367309
26	4031106000	1155 Alpine Blvd	32.839656	-116.789976	16.92%	1.56	11500	0.264004
29	4031105200	1135 Alpine Blvd	32.840259	-116.791663	97.10%	0.61	25800	0.592287
30	4031105900	1145 Alpine Blvd	32.840008	-116.791146	38.64%	1.21	20365	0.467516
34	4031103100	1042 Midway Drive	32.840242	-116.792358	63.63%	1.14	31600	0.725436
35	4031103200	1032 Midway Drive	32.840436	-116.792771	50.16%	1.19	26000	0.596878
36	4031106400	1018 Midway Drive	32.840720	-116.793297	36.19%	1.56	24594	0.564601
37	4031106300	1006 Midway Drive	32.840688	-116.793597	29.68%	1.13	14607	0.335331
38	4031005100	952 Midway Drive	32.840571	-116.794037	61.97%	1.43	38599	0.886111
39	4031103500	1025 Alpine Blvd	32.840792	-116.793710	50.36%	0.69	15137	0.347498
40	4031004700	963 Alpine Blvd	32.841035	-116.794724	53.61%	1.41	32925	0.755854
41	4031004800	925 Alpine Blvd	32.841225	-116.795571	77.61%	2	67615	1.552227



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February 1, 2023

The Alpine Fire Protection District ("**AFPD**") hereby notifies all bidders that it will affirmatively ensure that in any Contract awarded pursuant to this Notice, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award.

The Contractor and its subcontractors are required by bid specifications to pay prevailing wage ("Prevailing Wage Rates") to persons employed by them for work under this Contract. In accordance with the provisions of Section 1773 of the Labor Code of the State of California, the Alpine Fire Protection District has ascertained the general prevailing wage scales applicable to the work to be done. The prevailing wage scales are those determined by the Director of Industrial Relations, State of California.

The State prevailing wage rates determination is available directly from the Director of Industrial Relations; Office of Policy, Research and Legislation, State of California home page under www.dir.ca.gov/oprl/.Prospective respondents are hereby referred to the bid instructions, general provisions, and terms and conditions contained in this request for proposal. ***The Scope of Work is detailed in the Special Provisions - Technical.*** All bids must be submitted through one of the following methods: in person drop off at the fire station located at 1364 Tavern Road Alpine, Ca. 91901 or electronically sent through email to jmcbroom@alpinefire.org by the due date and time. Late proposals will not be considered.

All bidders are advised to familiarize themselves with the work locations, at each bidder's sole expense, using the maps provided with this Notice. There will be no pre-bid meetings.

Questions related to this bid must be submitted through www.alpinefire.org no later than 5:00 p.m., Friday March 24th, 2023. Answers will be provided as an addendum no later than 5:00 p.m., Tuesday, March 28th, 2023.

The AFPD reserves the right to reject any or all proposals received, or any portion of any proposal, and to waive any irregularities or informalities in proposals or the RFB process. Any addenda that are issued through this RFB must be signed and returned with your submittal.

Jason M. McBroom
Fire Marshal (CWFM)
Alpine Fire Protection District
jmcbroom@alpinefire.org



BID AND OFFER TO CONTRACT

THE BIDDER, HEREINAFTER SOMETIMES CALLED CONTRACTOR OR VENDOR, SUBMITS A BID AND OFFERS TO ENTER INTO A CONTRACT WITH THE ALPINE FIRE PROTECTION DISTRICT, HEREINAFTER CALLED AFPD, THIS MARCH 31ST DAY OF 2023 AS FOLLOWS:

THIS BID AND OFFER, SUBJECT TO THE BID FORM, SPECIFICATIONS, TERMS AND CONDITIONS, PERFORMANCE STANDARDS, GENERAL CONDITIONS, AND GENERAL PROVISIONS, WHEN DULY ACCEPTED BY THE AFPD, SHALL CONSTITUTE THE CONTRACT BETWEEN THE PARTIES.

IN CONSIDERATION OF THE PAYMENTS TO BE PROVIDED BY THE AFPD, AND IN ACCORDANCE WITH THE BID FORM, SPECIFICATIONS, TERMS AND CONDITIONS, PERFORMANCE STANDARDS, GENERAL CONDITIONS, AND GENERAL PROVISIONS, BY THIS REFERENCE INCORPORATED HEREIN, CONTRACTOR AGREES TO FURNISH **HAZARDOUS FUEL REDUCTION FOR THE ALPINE CREEK AREA** TO THE ALPINE FIRE PROTECTION DISTRICT.

Schedule

Activity	Date
RFB Posted to www.alpinefire.org	March 1 st , 2023
Question Submittal through jmcbroom@alpinefire.org	March 24 th 2023, no later than 5:00 P.M.
Response to Questions Released	March 28 th 2023, no later than 5:00 P.M.
RFB Response Due	March 31 st , 2023, no later than 5:00 pm
Selection of Respondent	April 2023
AFPD Board of Directors Approval	April 2023
Contract Inception	April 2023



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BID REQUIREMENTS

BID SUBMITTAL:

All bidders are advised to familiarize themselves with the work locations, at each bidder's sole expense, using the maps provided with this Notice. There will be no pre-bid meetings.

Any questions bidders may have as a result of familiarizing themselves with the work locations may be submitted via jmcbroom@alpinefire.org. Questions MUST be submitted no later than **5:00 P.M., Friday March 24th, 2023**. Answers will be replied via email no later than **5:00 p.m., Tuesday, March 28th, 2023** as an addendum to the Bid. A notice will be sent by www.alpinefire.org that an addendum is available for download.

The following documents must be completed and submitted with the bid:

1. Bid Submission
2. Signed Addenda (if any)

Opening of Informal Bids

Informal Bid results will be released via www.alpinefire.org after bid closing on Wednesday, March 31st, 2023.

Within ten (10) calendar days following award of contract, the successful bidder shall provide the following additional documents:

1. Commercial Liability, Property Damage, and Automobile Insurance
2. Worker's Compensation Insurance Declaration



GENERAL CONDITIONS

Evaluation

The Fire Marshal, and the Fire Chief or designee will evaluate bids. The AFPD reserves the right to reject any or all bids and to waive any irregularity or informality in any bid to the extent permitted by law. All bidders are responsible for reading the attached specifications, terms and conditions, Performance Standards, General Conditions, General Provisions, and Special Provisions which are considered part of your bid and any contract awarded.

Award

Award of contract may be made by category, or as a lot, as may be in the AFPD's best overall interest. Award will be made to the lowest, responsive and responsible bidder who, in the AFPD's sole judgement, has the necessary experience, skills, business standing, equipment, staffing, and financial stability to properly maintain the AFPD's bid. The extent to which the bidder proposes to subcontract work will also be a consideration in award.

This RFB does not commit the AFPD to award a contract, to pay any costs incurred in the preparation of the proposal to this request, or to procure or contract for services or supplies. The AFPD reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified source, or to cancel in part or entirely this RFB, if it is in the best interest of the AFPD to do so. The AFPD further reserves the right to waive any technicalities or minor irregularities in bids received. The AFPD may require the selected bidder to participate in negotiations and to submit such price, technical or other revisions of their proposals as may result from negotiations. The AFPD shall be the sole judge in determining award of contract.

Local Business Consideration

In the event two or more bids are received which are for the same total amount or unit price and in all other respects are equal, the contract shall be awarded to a local bidder. In the event, however, that such tie bids are all from vendors either wholly inside or all outside of the AFPD, then the contract shall be awarded by drawing lots in public.

Public Disclosure

All proposals submitted in response to this RFB become the property of the AFPD and public records, and as such may be subject to public review. Under the California Public Records Act (California Government Code Section 6250 et seq.), records in the custody of a public entity generally have to be disclosed unless the information being sought falls into one or more of the exemptions to disclosure set out in Government Code Sections 6254 through 6255.

A cover letter should be provided with the Request for Bid containing a paragraph that states whether or not Vendor believes that its proposal does or does not contain information that falls into one of the exemptions of Government Code Sections 6254 through 6255 and whether or not Vendor considers such information to be confidential.



BID GENERAL PROVISIONS

The Contract Documents shall govern any contract award for the Project. By submitting a bid, bidders acknowledge that they have carefully examined and understand the meaning, intent, and requirements of all Contract Documents, including but not limited to the Agreement attached hereto as Appendix "A". The successful bidder will furnish the item(s) and complete the work within the time specified, and in strict conformity with the Contract Documents for the prices quoted in its bid. The successful bidder will enter into a written contract with the same material terms and conditions as the Agreement attached hereto and incorporated herein as Appendix "A". Failure to execute a written contract with the same material terms and conditions as the Agreement in the time prescribed may result in the bidder's forfeiture of its bid bond.

All bidders shall have carefully investigated and become satisfied as to the named canyons and the physical locations of work for the Project, the conditions to be encountered in performing the work, and the character, quality, and quantities of work to be performed.

1. Prices

All prices and notations must be in ink or typewritten. Mistakes may be crossed out and corrections typed or written with ink adjacent to the error; the person signing the bid must initial corrections in ink.

Bids provided on the attached **Bid Sheet** shall indicate the unit price extended to indicate the total price for each item bid. Any difference between the unit price correctly extended and the total price shown for all items bid shall be resolved in favor of the unit prices.

2. Quotations Verification

Bidders shall verify prices prior to bid submittal, as withdrawal or correction may not be permitted after the bid has been opened.

3. Firm Prices

Prices on bid shall be firm prices not subject to escalation. In the event the specifications provide for escalation, the maximum limit shall be shown, or the bid shall not be considered. In the event of a decline in market price below a price bid, the AFPD shall receive the benefit of such decline.

4. Modification or Withdrawal of Bids

Bids may be modified or withdrawn by written or facsimile notice received prior to the exact hour and date specified for receipt of bids. A bid may also be withdrawn in person by a bidder, or authorized representative, prior to the exact hour and date set for receipt of bids. Telephone withdrawals are not permitted.

5. Late Bids, Modifications, or Withdrawals

Bids, modifications of bids, or bid withdrawals received after the exact time and date specified for receipt will not be considered.

**6. Mistake in Bid**

- (a) If the bidder discovers a mistake in bid prior to the hour and date specified for receipt of bid, the bidder may correct the mistake by modifying or withdrawing the bid in accordance with paragraph 8 above.
- (b) If within seventy-two (72) hours of the bid closing and prior to the issuance of a purchase order or a contract, the apparent low and best bidder discovers a mistake in bid of a serious and significant nature which is unfavorable to bidder, bidder may request withdrawal of the bid if the result of the correction of the mistake makes another bidder lowest and best bidder. The mistake must be evident and provable. The right is reserved by the AFPD to reject any and all requests for correction of mistakes in bids received after the hour and date of the bid closing. The decision of the Fire Chief is final as regards to acceptance or rejection of requests for correction of bids.
- (c) A mistake in bid cannot be considered once a purchase order or contract is issued.

7. Signature

All bids shall be signed and the title and firm name indicated. A bid by a corporation or other business entity shall be signed by an authorized officer, employee, or agent with his or her title. AFPD may require appropriate evidence that person(s) executing the bid, or any contract awarded pursuant to this RFB, are duly authorized to do so on behalf of the executing party.

8. Alternative Proposals

To be responsive to the bid, bidder must submit a proposal that meets all specific bid requirements. Once bidder has proposed a product which is responsive to the specification, bidder may include with the bid any additional proposals or alternative products that bidder believes can meet or exceed the AFPD's requirements and that may offer additional advantages, benefits, or cost savings. The AFPD reserves the right to evaluate, and accept or reject, such alternatives as though they were part of the original specifications without advertising for further bids, when it is in the best interests of the AFPD. Any awards so made will be based on operational and cost analysis considerations that would result in the optimum economic advantage to the AFPD.

9. Confidential Information

Any information deemed confidential or proprietary should be clearly identified by the bidder as such. It may then be protected and treated with confidentiality only to the extent permitted by law. Information or data submitted with a bid will not be returned.

10. Quality

Unless otherwise required in the specifications, all goods furnished under any contract awarded pursuant to this RFB shall be new and unused.

11. Litigation Warranty

The bidder, by bidding, warrants that bidder is not currently involved in litigation or arbitration concerning the materials or bidder's performance concerning the same or similar material or service to be supplied pursuant to this contract of specification, and that no judgments or awards have been made against bidder on the basis of bidder's performance in



supplying or installing the same or similar material or service, unless such fact is disclosed to the AFPD in the bid. Disclosure may not disqualify the bidder. The AFPD reserves the right to evaluate bids on the basis of the facts surrounding such litigation or arbitration.

12. Royalties, Licenses and Patents

Unless otherwise specified, the bidder shall pay all royalties, license, and patent fees. The bidder warrants that the materials to be supplied do not infringe any patent, trademark or copyright.

13. Performance Standards

Performance of work and acceptability of equipment or materials supplied pursuant to any contract or award shall be to the satisfaction of the AFPD.

14. Warranties

(a) All material, labor or equipment provided under the Agreement shall be warranted by the successful bidder and/or manufacturer for at least twelve (12) months after acceptance by AFPD. Greater warranty protection will be accepted.

(b) Bidder shall be considered primarily responsible to the AFPD for all warranty service, parts, and labor applicable to the goods or equipment provided by bidder under this bid or award pursuant thereto, irrespective of whether bidder is an agent, broker, fabricator or manufacturer's dealer. Bidder shall be responsible for ensuring that warranty work is performed at a local agency or facility convenient to AFPD and that services, parts and labor are available and provided to meet AFPD's schedules and deadlines. Bidder may establish a service contract with a local agency satisfactory to AFPD to meet this obligation if bidder does not ordinarily provide warranty service.

15. Addenda

The effect of all addenda to the bid documents shall be considered in the bid, and said addenda shall be made part of the bid documents and shall be returned with them. Before submitting a bid, each bidder shall ascertain whether or not any addenda have been issued, and failure to cover in this bid any such addenda issued may render the bid invalid and result in its rejection.

16. Taxes

All applicable State or Federal taxes shall be considered as included in the amount paid for the various items of work. Except as provided herein, the successful bidder shall be responsible for payment of such taxes to the proper governmental authority under any award.

17. Conflict of Interest

No AFPD employee, elected official, appointed official, officer, or consultant, nor any immediate family member of any such employee, elected official, appointed official, officer, or consultant, may participate directly or indirectly in the procurement process pertaining to this bid if they:

(a) Have a financial interest or other personal interest, whether direct or indirect, that is



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incompatible with the proper discharge of one's official duties in the public interest or would in any way impair one's independence, judgment, or action in the performance of one's official duties.

- (b) Are negotiating for or have an arrangement concerning prospective employment with bidder. The bidder warrants to the best of his knowledge that the submission of the bid will not create such conflict of interest. In the event such a conflict occurs, the bidder is to report it immediately to the Fire Chief. For breach or violation of this warranty, the AFPD shall have the right to annul any contract awarded pursuant to this RFB without liability at its discretion, and such bidder may be subject to damages and/or debarment or suspension.

18. Gratuities

No bidder, nor any agent or representative of any bidder, shall offer or provide gratuities in the form of entertainment, gifts, or otherwise, to any officer or employee of the AFPD with the intent of influencing an award of an agreement pursuant to this RFB or securing favorable treatment with respect to the performance of any contract awarded pursuant to this RFB. Any such actions shall constitute grounds for the AFPD to rescind the right of bidder to proceed under any contract awarded pursuant to this RFB.

19. Award of Contract

- (a) Informal Bids will be analyzed, and award will be made to the lowest, responsive, and responsible bidder whose bid conforms to the solicitation and whose bid is considered to be most advantageous to the AFPD, price and other factors considered. Factors to be considered may include, but are not limited to: bidder's past performance, line item cost, total unit cost, aggregate total cost, economic cost analysis, life cycle costs, warranty and quality, maintenance cost, durability, the operational requirements of the AFPD, and any other factors which will result in the optimum economic benefit to the AFPD.
- (b) The AFPD reserves the right to reject any item or items, to waive informalities, technical defects and minor irregularities in bids received; and to select the bid(s) deemed most advantageous to the AFPD. The AFPD will, however, consider bids submitted on an "all or nothing" basis if the bid is clearly designated as such.

20. Bid Results

Informal Bid results will be published via www.alpinefire.org after bid closing.

21. Documentation

Due to the time constraints that affect contract performance, all required documents, certificates of insurance shall be provided to the AFPD within ten (10) calendar days following award, or date of request by AFPD, whichever is later. Any failure to comply may result in bid being declared non-responsive and rejected, and at AFPD's option the bid bond may be attached for damages suffered.

**22. Contractor's Invoice**

For any contract awarded pursuant to this RFB, invoices shall be prepared and submitted in duplicate to the address shown on the Purchase Order. Separate invoices are required for each Purchase Order. Invoices shall contain the following information: Purchase Order number, item number, description of supplies or services, sizes, unit of measure, quantity, unit price, and extended totals.

The contractor shall provide invoices for work done in an electronic or e-mail format determined by the AFPD.

Detailed Invoicing. Contractor shall provide to AFPD a detailed invoice for services performed each month, within thirty (30) days of the end of the month in which the services were performed. Invoicing shall begin on the first of the month following the Effective Date of the Agreement/Contract. All charges must be presented in a line item format with each task separately explained in reasonable detail. Each invoice shall include the current monthly amount being billed, the amount invoiced to date, and the remaining amount available under any approved budget. Contractor must obtain prior written authorization from AFPD for any fees or expenses that exceed the estimated budget.

Payment to Contractor. Upon receipt of a properly prepared invoice and confirmation that the Required Services detailed in the invoice have been satisfactorily performed, AFPD shall pay Contractor for the invoice amount within thirty (30) days. At AFPD's discretion, invoices not timely submitted may be subject to a penalty of up to five percent (5%) of the amount invoiced.

23. Inspection and Acceptance

Inspection and acceptance of performance under any contract awarded pursuant to this RFB will be at destination of the work unless specified otherwise, and will be made by the AFPD department shown in the shipping address or other duly authorized representative of the AFPD. Until delivery and acceptance, and after any rejection, risk of loss will be on the bidder unless loss results from negligence of the AFPD.

24. Document Ownership

- (a) All technical documents and records originated or prepared under any contract awarded pursuant to this RFB, including papers, reports, charts, and computer programs, shall be delivered to and become the exclusive property of the AFPD and may be copyrighted by the AFPD. The successful bidder assigns all copyrights to AFPD by undertaking this Agreement.
- (b) All inventions, discoveries, enhancements, changes, or improvements of computer programs developed pursuant to this Agreement shall be the property of the AFPD, and all patents or copyrights shall be assigned to AFPD, unless otherwise agreed. The successful bidder agrees that AFPD may make modifications to computer software furnished by the successful bidder without infringing the successful bidder's copyright or any license granted to AFPD.

**25. Advertisements, Product Endorsements**

AFPD employees and agencies or organizations funded by the Alpine Fire Protection District are prohibited from making endorsements, either implied or direct, of commercial products or services without written approval of the AFPD Manager. No bidder may represent that the Alpine Fire Protection District has endorsed their product or service without the Fire Chief's prior written approval.

26. AFPD Provisions to Prevail

Any terms and conditions submitted by bidder with its bid shall not be acceptable to AFPD unless expressly agreed to in writing by the AFPD. The AFPD reserves the right to reject bidder's bid as non-responsive, to consider the bid without bidder's standard terms and conditions, or to require bidder to delete reference to such as a condition of evaluation or award of the bid. If, after award of contract, the successful bidder shall provide materials or services accompanied by new or additional standard terms or conditions, they too shall be considered void and AFPD may require deletion as a further condition of performance by the successful bidder.

27. Amendments and Modifications

The Administrative Officer may at any time, by written order, and without notice to the sureties, make a modification to the Agreement or an amendment to the Purchase Order, within the general scope of the Agreement, in (1) quantity of materials or service, whether more or less; (2) drawings, designs, or specifications, where the supplies to be furnished are to be specially manufactured for the AFPD; (3) method of shipment or packing; and (4) place of delivery. If any such change causes an increase or decrease in the cost or the time required for the performance of the Agreement, an equitable adjustment may be made by written modification of the Agreement or amendment to the Purchase Order. Any claim by the successful bidder for adjustment under this clause must be asserted within 30 calendar days from the notification date.

28. Disputes

Except as otherwise provided in these provisions, any dispute concerning a question of fact arising under this RFB or under any contract awarded pursuant to this RFB, which is not otherwise disposed of by contract, shall be decided by the Fire Chief who shall reduce this decision to writing and mail a copy to the bidder. The decision of the Fire Chief shall be final and conclusive. Pending final decision of a dispute, the successful bidder shall proceed diligently with the performance of any contract awarded pursuant to this RFB and in accordance with the Fire Chief's decision.

29. Mediation

Should an unresolved dispute arise out of any contract awarded pursuant to this RFB, any party may request that it be submitted to non-binding mediation. The parties may meet in mediation within thirty (30) days of a request. If the parties agree to mediation, the mediator shall be agreed to by the mediating parties; in the absence of an agreement, the parties shall each submit one name from mediators listed by the American Arbitration Association or other agreed-upon service. The mediator shall be selected by a Blindfold process. The parties shall be responsible for all of their respective costs of the mediation.

**30. Licenses and Permits**

All contractors and all subcontractors submitting bids pursuant to this RFB shall be licensed in accordance with the provisions of Chapter 9 of Division III of the Business and Professions Code, State of California. The successful bidder shall obtain all applicable permits and licenses required for the Project at the successful bidder's sole expense, including but not limited to traffic control and access, and give all notices necessary and incidental to the due and lawful prosecution of Project.

31. Annual Appropriation of Funds

Multi-year term supply and service contracts and leases are subject to annual appropriation of funds by the AFPD. Payments made under term contracts and leases are considered items of current expense. Purchase Orders are funded when issued; therefore, they are current expense items and are not subject to any subsequent appropriation of funds.

In the event sufficient funds are not appropriated for the payment of contract payments required to be paid in contract term for any contracts awarded pursuant to this RFB, and if no funds are legally available from other sources, any contract awarded pursuant to this RFB may be terminated at the end of the original term or renewal term and the AFPD shall not be obligated to make further payments beyond the then current original or renewal term. The AFPD will provide notice of its inability to continue any contract awarded pursuant to this RFB at such time as the Fire Chief is aware of the non-appropriation of funds. However, failure to notify does not renew the term of any contract awarded pursuant to this RFB. The AFPD has no monetary obligation in the event of termination or reduction of a term contract since such contracts represent estimated quantities and are not funded as agreements except to the extent of the Purchase Orders issued.

32. Extension

When in the AFPD's best interest, any contract awarded pursuant to this RFB may be extended on a daily, month-to-month, or annual basis by mutual agreement of both parties. Services and/or materials received under an extension shall be in accordance with pricing, terms, and conditions, as described herein.

33. Venue

Any contracts awarded pursuant to this RFB shall be governed by and interpreted according to the laws of the State of California, and venue for any proceeding shall be in the County of San Diego.

34. Insurance Required

Prior to commencement of any work under a contract awarded pursuant to this RFB, the successful bidder shall be required to procure and maintain insurance on the terms set forth in the Agreement attached hereto as Appendix A.

35. Posting of Surety Bond

Bidder shall post surety as a condition of the filling of bid to AFPD.



SPECIAL PROVISIONS - GENERAL

Safety and Loss Prevention Program

Contractor shall provide the AFPD a copy of their *Safety and Loss Prevention Program* prior to commencement of work.

Traffic Control and Access

All traffic control shall be done in accordance with the latest revised edition of the Manual of Traffic Controls prepared by the California Department of Transportation. Traffic control plans are not required as a condition of this bid. However, Contractor shall comply with all state and local regulations regarding lane/street closures in performance of work.

Contractor's Local Representation and Physical Presence

The Contractor is required, at no cost to the AFPD, to maintain a local office within the County of San Diego and shall have competent representatives available during normal business hours. An office shall be a physical location staffed with Contractor employees capable of discussing matters pertaining to the Agreement and who can make authoritative decisions. A cell phone or mobile office is not an acceptable substitute for a physical location. The AFPD may conduct a site inspection of the Contractor's office.

Public Notices

The Contractor will provide printed notices of brush clearance/vegetation management/field work dates, which Contractor shall distribute to affected residents at least forty-eight (48) hours or two (2) business days in advance. Contractor shall distribute notices at no additional cost to the AFPD.

Measurement of and Changes to Quantities for Unit Price Work

The estimate of the quantities of work to be done and materials to be furnished are approximate only, being given as a basis for the comparison of bids, and the Alpine Fire Protection District does not expressly or by implication agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the unit quantities by any amount, or to omit portions of the work that may be deemed necessary by the AFPD, with no adjustment in unit price.



SPECIAL PROVISIONS – TECHNICAL

Describe the scope of work:

The project goal is to remove fire-fuel biomass on watershed properties where overgrown vegetation has been identified as presenting the highest risk to life and property, and where wildfire risk is nearest to homes, roadways, and other community infrastructure.

- If funded, this project will mobilize a field crew for 12 weeks of fire-fuel reduction and chipping within Alpine's watershed areas, increasing our local water supply and reducing dangerous fuel loads. All work will be conducted under the supervision of BCLT contractors, including biomass clearing and removal, permit compliance monitoring and reporting.
- Work will be conducted on 28 privately owned parcels throughout Alpine that present a high-fire risk due to flammable fuel buildup contained within the waterway located on each property. These properties are located within the floodplain.
- Principle work to be conducted is limbing all trees up from the ground 6' -10' in height to remove ladder fuels to the canopy and removal of all dead and diseased trees from the project area.
- Native plants will be cut to a height between 6" -18" above the ground, to avoid disturbance of soil for erosion and stability, root structures will not be removed.
- All trash and waste matter will also be removed from the waterway and roadside embankment areas. Roll off dumpsters will be used to collect trash and non-vegetative materials.
- All cut biomass will be mulched on-site for long-term weed suppression and/or disposed of appropriately, i.e. composted, landfill, etc.
- Photo monitoring will be conducted before and after project work on each property, and trash removal and cleanup performed upon completion at each of our project sites. Habitat management will be completed using manual / mechanical removal of regrowth and/or application of approved herbicides by a licensed applicator as needed.
- All property owners have provided signed access agreements (Right-of-Entry forms, ROEs) to allow project access on their private streamside properties, whether residential or commercial.
- Specialized equipment designed for chipping fibrous materials like Arundo will be utilized locally, provided by the Greater Alpine Fire Safe Council (Project Partner).
- Back Country Land Trust (BCLT) a project partner will conduct habitat management and monitoring throughout the life of the project.
- To conduct vegetation removal operations within the riparian areas and comply with the existing Streambank Alteration Permit (RGP 41), issued by the Army Corps of Engineers, and administered by the San Diego River Conservancy under the CA Dept. of Resources, a professional archeologist will be retained as a consultant on this project. All site records



searches and in-situ field surveys will be conducted to meet CEQA requirements, and archeological records reports will be filed with the San Diego River Conservancy and the South Coastal Information Center at San Diego State University. Ground disturbance work will not proceed on any site where artifacts are discovered or where cultural resources are determined to be especially sensitive, if present at all.

- A maintenance plan and monitoring plan will be developed and conducted to establish a schedule for the continued maintenance and removal of debris and vegetation to prevent concentrations and future fire hazards.
- *Complete the defensible space to within 100' of structures in the area of work. Within the model of our map, many structures are within 100' and will be included in the work element. Those structures that are out or beyond the 100' zone will be considered Hazardous Fuels Reduction project. The scope of our project is continuous of the creation of defensible space the removal of hazardous fuels reduction. Due to the location of the Alpine Creek with its proximity to town, the topography and excess growth, this targeted area exceeds the qualification for hazardous fuels reduction.*



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**Alpine Fire Protection
District DISCLOSURE
STATEMENT**

1. List the names of all persons* having a financial interest in the project that is the subject of the application, project or contract (e.g. owner, applicant, contractor, subcontractor, material supplier).

2. If any person* identified in section 1. is a corporation or partnership, list the names of all individuals with an investment of \$2,000 or more in the entity.

3. If any person* identified in section 1. is a non-profit organization or trust, list the names of any person who is the director of the non-profit organization or the names of the trustee, beneficiary and trustor of the trust.

4. Please identify every person,* including any agents, employees, consultants, or independent contractors, whom you have authorized to represent you before the AFPD in this matter.

5. Has any person* identified in 1., 2., 3., or 4., above, or otherwise associated with this contract, project or application, had any financial dealings with an official** of the Alpine Fire Protection District as it relates to this contract, project or application within the past 12 months? Yes_ No_

If Yes, briefly describe the nature of the financial interest the official** may have in this contract.

Has any person* anyone identified in 1., 2., 3., or 4., above, or otherwise associated with this contract, project or application, made a campaign contribution of more than \$250 within the past twelve (12) months to an official of the AFPD? Yes ____ No ____

If Yes which official and what was the nature of the item provided?



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6. Has any person* identified in 1., 2., 3., or 4., above, or otherwise associated with this contract, project or application, provided more than \$460 (or an item of equivalent value) to an official** of the Alpine Fire Protection District in the past twelve (12) months? (This includes any payment that confers a personal benefit on the recipient, a rebate or discount in the price of anything of value, money to retire a legal debt gift, loan, etc.) Yes ___ No ___

If Yes, which official** and what was the nature of item provided?

7. Has any person* identified in 1., 2., 3., or 4., above, or otherwise associated with this contract, project or application, been a source of income of \$500 or more to an official** of the Alpine Fire Protection District in the past twelve (12) months?

Yes No___

If Yes, identify the official** and the nature of the income provided?

Signature of Contractor/Applicant

Date:

Print or type name of Contractor/Applicant

This Disclosure Statement must be completed at the time the project application, or contract, is submitted to AFPD staff for processing, and updated within one week prior to consideration by the legislative body.

* Person is defined as: any individual, firm, co-partnership, joint venture, association, social club, fraternal organization, corporation, estate, trust, receiver, syndicate, any other county, AFPD, municipality, district, or other political subdivision, or any other group or combination acting as a unit.

** Official includes but is not limited to: Members of the Board of Directors of AFPD, and AFPD employees or staff members.



1. **THE AFPD'S STANDARD 2-PARTY AGREEMENT FOR CONSULTANT SERVICES IS ATTACHED FOR REVIEW. THE AFPD WILL CONSIDER ANY NOTED EXCEPTIONS WHILE MAKING THEIR SELECTION.**

**CONTRACTOR/SERVICE PROVIDER
SERVICES AGREEMENT
WITH ALPINE FIRE PROTECTION DISTRICT
TO PROVIDE [SERVICES TO BE PROVIDED]**

This Agreement is entered into effective as of Enter Date ("Effective Date")¹ by and between the Alpine Fire Protection District, a special district ("AFPD") and (**Awarded Contractor**), Entity Type (e.g. A California Corporation) ("Contractor/Service Provider") (collectively, the "Parties" and, individually, a "Party") with reference to the following facts:

RECITALS

WHEREAS, Enter Recitals To Describe Basis For Service –; and

WHEREAS, Enter Recitals To Describe Contractor/Service Provider Selection Process and

Enter Additional Recitals As Needed Or Delete This Line

WHEREAS, Contractor/Service Provider warrants and represents that it is experienced and staffed in a manner such that it can deliver the services required of Contractor/Service Provider to AFPD in accordance with the time frames and the terms and conditions of this Agreement.

[End of Recitals. Next Page Starts Obligatory Provisions.]

**OBLIGATORY PROVISIONS**

NOW, THEREFORE, in consideration of the above recitals, the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, AFPD and Contractor/Service Provider hereby agree as follows:

1. SERVICES

1.1 Required Services. Contractor/Service Provider agrees to perform the services, and deliver to AFPD the “Deliverables” (if any) described in the attached Exhibit A, incorporated into the Agreement by this reference, within the time frames set forth therein, time being of the essence for this Agreement. The services and/or Deliverables described in Exhibit A shall be referred to herein as the “Required Services.”

1.2 Reductions in Scope of Work. AFPD may independently, or upon request from Contractor/Service Provider, from time to time, reduce the Required Services to be performed by the Contractor/Service Provider under this Agreement. Upon doing so, AFPD and Contractor/Service Provider agree to meet and confer in good faith for the purpose of negotiating a corresponding reduction in the compensation associated with the reduction.

1.3 Additional Services. Subject to compliance with the AFPD’s policies, procedures and ordinances governing procurement and purchasing authority, AFPD may request Contractor/Service Provider provide additional services related to the Required Services (“Additional Services”). If so, AFPD and Contractor/Service Provider agree to meet and confer in good faith for the purpose of negotiating an amendment to Exhibit A, to add the Additional Services. Unless otherwise agreed, compensation for the Additional Services shall be charged and paid consistent with the rates and terms already provided therein. Once added to Exhibit A, “Additional Services” shall also become “Required Services” for purposes of this Agreement.

1.4 Standard of Care. Contractor/Service Provider expressly warrants and agrees that any and all Required Services hereunder shall be performed in accordance with the highest standard of care exercised by members of the profession currently practicing under similar conditions and in similar locations.

1.5 No Waiver of Standard of Care. Where approval by AFPD is required, it is understood to be conceptual approval only and does not relieve the Contractor/Service Provider of responsibility for complying with all laws, codes, industry standards, and liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of the Contractor/Service Provider or its subcontractors.

1.6 Security for Performance. In the event that Exhibit A Section 4 indicates the need for Contractor/Service Provider to provide additional security for performance of its duties under this Agreement, Contractor/Service Provider shall provide such additional security prior to commencement of its Required Services in the form and on the terms prescribed on Exhibit A, or as otherwise prescribed by the AFPD.



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1.7 Compliance with Laws. In its performance of the Required Services, Contractor/Service Provider shall comply with any and all applicable federal, state and local laws, including the AFPD Ordinance .

1.8 Subcontractors. Prior to commencement of any work, Contractor/Service Provider shall submit for AFPD's information and approval a list of any and all subcontractors to be used by Contractor/Service Provider in the performance of the Required Services. Contractor/Service Provider agrees to take appropriate measures necessary to ensure that all subcontractors and personnel utilized by the Contractor/Service Provider to complete its obligations under this Agreement comply with all applicable laws, regulations, ordinances, and policies, whether federal, state, or local. In addition, if any subcontractor is expected to fulfill any responsibilities of the Contractor/Service Provider under this Agreement, Contractor/Service Provider shall ensure that each and every subcontractor carries out the Contractor/Service Provider's responsibilities as set forth in this Agreement.

1.9 Term. This Agreement shall commence on the earlier to occur of the Effective Date or Contractor/Service Provider's commencement of the Required Services hereunder and shall terminate when the Parties have complied with all their obligations hereunder; provided, however, provisions which expressly survive termination shall remain in effect.

2. COMPENSATION

2.1 General. For satisfactory performance of the Required Services, AFPD agrees to compensate Contractor/Service Provider in the amount(s) and on the terms set forth in Exhibit A, Section 4. Standard terms for billing and payment are set forth in this Section 2.

2.2 Detailed Invoicing. Contractor/Service Provider agrees to provide AFPD with a detailed invoice for services performed each month, within thirty (30) days of the end of the month in which the services were performed, unless otherwise specified in Exhibit A. Invoicing shall begin on the first of the month following the Effective Date of the Agreement. All charges must be presented in a line-item format with each task separately explained in reasonable detail. Each invoice shall include the current monthly amount being billed, the amount invoiced to date, and the remaining amount available under any approved budget. Contractor/Service Provider must obtain prior written authorization from AFPD for any fees or expenses that exceed the estimated budget.

2.3 Payment to Contractor/Service Provider. Upon receipt of a properly prepared invoice and confirmation that the Required Services detailed in the invoice have been satisfactorily performed, AFPD shall pay Contractor/Service Provider for the invoice amount within thirty (30) days. Payment shall be made in accordance with the terms and conditions set forth in Exhibit A and section 2.4, below. At AFPD's discretion, invoices not timely submitted may be subject to a penalty of up to five percent (5%) of the amount invoiced.



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2.4 Retention Policy. AFPD shall retain ten percent (10%) of the amount due for Required Services detailed on each invoice (the “holdback amount”). Upon AFPD review and determination of Project Completion, the holdback amount will be issued to Contractor/Service Provider.

2.5 Reimbursement of Costs. AFPD may reimburse Contractor/Service Provider’s out-of-pocket costs incurred by Contractor/Service Provider in the performance of the Required Services if negotiated in advance and included in Exhibit A. Unless specifically provided in Exhibit A, Contractor/Service Provider shall be responsible for any and all out-of-pocket costs incurred by Contractor/Service Provider in the performance of the Required Services.

2.6 Exclusions. AFPD shall not be responsible for payment to Contractor/Service Provider for any fees or costs in excess of any agreed upon budget, rate or other maximum amount(s) provided for in Exhibit A. AFPD shall also not be responsible for any cost: (a) incurred prior to the Effective Date; or (b) arising out of or related to the errors, omissions, negligence or acts of willful misconduct of Contractor/Service Provider, its agents, employees, or subcontractors.

2.7 Payment Not Final Approval. Contractor/Service Provider understands and agrees that payment to the Contractor/Service Provider or reimbursement for any Contractor/Service Provider costs related to the performance of Required Services does not constitute a AFPD final decision regarding whether such payment or cost reimbursement is allowable and eligible for payment under this Agreement, nor does it constitute a waiver of any violation by Contractor/Service Provider of the terms of this Agreement. If AFPD determines that Contractor/Service Provider is not entitled to receive any amount of compensation already paid, AFPD will notify Contractor/Service Provider in writing and Contractor/Service Provider shall promptly return such amount.

3. INSURANCE

3.1 Required Insurance. Contractor/Service Provider must procure and maintain, during the period of performance of Required Services under this Agreement, and for twelve months after completion of Required Services, the policies of insurance described on the attached Exhibit B, incorporated into the Agreement by this reference (the “Required Insurance”). The Required Insurance shall also comply with all other terms of this Section.

3.2 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions relating to the Required Insurance must be disclosed to and approved by AFPD in advance of the commencement of work.

3.3 Standards for Insurers. Required Insurance must be placed with licensed insurers admitted to transact business in the State of California with a current A.M. Best’s rating of A V or better, or, if insurance is placed with a surplus lines insurer, insurer must be listed on the State of California List of Eligible Surplus Lines Insurers (LESLI) with a current A.M. Best’s rating of no less than A X. For Workers’ Compensation Insurance, insurance issued by the State Compensation Fund is also acceptable.



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3.4 Subcontractors. Contractor/Service Provider must include all sub-Contractor/Service Providers/sub-contractors as insureds under its policies and/or furnish separate certificates and endorsements demonstrating separate coverage for those not under its policies. Any separate coverage for sub-Contractor/Service Providers must also comply with the terms of this Agreement.

3.5 Additional Insureds. AFPD, its officers, officials, employees, agents, and volunteers must be named as additional insureds with respect to any policy of general liability, automobile, or pollution insurance specified as required in Exhibit B or as may otherwise be specified by AFPD. The general liability additional insured coverage must be provided in the form of an endorsement to the Contractor/Service Provider's insurance using ISO CG 2010 (11/85) or its equivalent; such endorsement must not exclude Products/Completed Operations coverage.

3.6 General Liability Coverage to be "Primary." Contractor/Service Provider's general liability coverage must be primary insurance as it pertains to the AFPD, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the AFPD, its officers, officials, employees, or volunteers is wholly separate from the insurance provided by Contractor/Service Provider and in no way relieves Contractor/Service Provider from its responsibility to provide insurance.

3.7 No Cancellation. No Required Insurance policy may be canceled by either Party during the required insured period under this Agreement, except after thirty days' prior written notice to the AFPD by certified mail, return receipt requested. Prior to the effective date of any such cancellation Contractor/Service Provider must procure and put into effect equivalent coverage(s).

3.8 Waiver of Subrogation. Contractor/Service Provider's insurer(s) will provide a Waiver of Subrogation in favor of the AFPD for each Required Insurance policy under this Agreement. In addition, Contractor/Service Provider waives any right it may have or may obtain to subrogation for a claim against AFPD.

3.9 Verification of Coverage. Prior to commencement of any work, Contractor/Service Provider shall furnish AFPD with original certificates of insurance and any amendatory endorsements necessary to demonstrate to AFPD that Contractor/Service Provider has obtained the Required Insurance in compliance with the terms of this Agreement. The words "will endeavor" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents, or representatives" or any similar language must be deleted from all certificates. The required certificates and endorsements should otherwise be on industry standard forms. The AFPD reserves the right to require, at any time, complete, certified copies of all required insurance policies, including endorsements evidencing the coverage required by these specifications.

3.10 Claims Made Policy Requirements. If General Liability, Pollution and/or Asbestos Pollution Liability and/or Errors & Omissions coverage are required and are provided on a claims-made form, the following requirements also apply:

a. The "Retro Date" must be shown, and must be before the date of this Agreement or the beginning of the work required by this Agreement.



b. Insurance must be maintained, and evidence of insurance must be provided, for at least five (5) years after completion of the work required by this Agreement.

c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a "Retro Date" prior to the effective date of this Agreement, the Contractor/Service Provider must purchase "extended reporting" coverage for a minimum of five (5) years after completion of the work required by this Agreement.

d. A copy of the claims reporting requirements must be submitted to the AFPD for review.

3.11 Not a Limitation of Other Obligations. Insurance provisions under this section shall not be construed to limit the Contractor/Service Provider's obligations under this Agreement, including Indemnity.

3.12 Additional Coverage. To the extent that insurance coverage provided by Contractor/Service Provider maintains higher limits than the minimums appearing in Exhibit B, AFPD requires and shall be entitled to coverage for higher limits maintained.

4. INDEMNIFICATION

4.1. General. To the maximum extent allowed by law, Contractor/Service Provider shall protect, defend, indemnify and hold harmless AFPD, its elected and appointed officers, agents, employees and volunteers (collectively, "Indemnified Parties"), from and against any and all claims, demands, causes of action, costs, expenses, (including reasonable attorneys' fees and court costs), liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions, negligence, or willful misconduct of Contractor/Service Provider, its officials, officers, employees, agents, and contractors, arising out of or in connection with the performance of the Required Services, the results of such performance, or this Agreement. This indemnity provision does not include any claims, damages, liability, costs and expenses arising from the sole negligence or willful misconduct of the Indemnified Parties. Also covered is liability arising from, connected with, caused by or claimed to be caused by the active or passive negligent acts or omissions of the Indemnified Parties which may be in combination with the active or passive negligent acts or omissions of the Contractor/Service Provider, its employees, agents or officers, or any third party.

4.2. Modified Indemnity Where Agreement Involves Design Professional Services. Notwithstanding the forgoing, if the services provided under this Agreement are design professional services, as defined by California Civil Code section 2782.8, as may be amended from time to time, the defense and indemnity obligation under Section 1, above, shall be limited to the extent required by California Civil Code section 2782.8.

4.3 Costs of Defense and Award. Included in Contractor/Service Provider's obligations under this Section 4 is Contractor/Service Provider's obligation to defend, at Contractor/Service Provider's own cost, expense and risk, any and all suits, actions or other legal proceedings that may be brought or instituted against one or more of the Indemnified Parties. Subject to the limitations



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in this Section 4, Contractor/Service Provider shall pay and satisfy any judgment, award or decree that may be rendered against one or more of the Indemnified Parties for any and all related legal expenses and costs incurred by any of them.

4.4. Contractor/Service Provider's Obligations Not Limited or Modified. Contractor/Service Provider's obligations under this Section 4 shall not be limited to insurance proceeds, if any, received by the Indemnified Parties, or by any prior or subsequent declaration by the Contractor/Service Provider. Furthermore, Contractor/Service Provider's obligations under this Section 4 shall in no way limit, modify or excuse any of Contractor/Service Provider's other obligations or duties under this Agreement.

4.5. Enforcement Costs. Contractor/Service Provider agrees to pay any and all costs AFPD incurs in enforcing Contractor/Service Provider's obligations under this Section 4.

4.6 Survival. Contractor/Service Provider's obligations under this Section 4 shall survive the termination of this Agreement.

5. REMEDIES

5.1 Termination for Cause. If for any reason whatsoever Contractor/Service Provider shall fail to perform the Required Services under this Agreement, in a proper or timely manner, or if Contractor/Service Provider shall violate any of the other covenants, agreements or conditions of this Agreement (each a "Default"), in addition to any and all other rights and remedies AFPD may have under this Agreement, at law or in equity, AFPD shall have the right to terminate this Agreement by giving five (5) days written notice to Contractor/Service Provider. Such notice shall identify the Default and the Agreement termination date. If Contractor/Service Provider notifies AFPD of its intent to cure such Default prior to AFPD's specified termination date, and AFPD agrees that the specified Default is capable of being cured, AFPD may grant Contractor/Service Provider up to ten (10) additional days after the designated termination date to effectuate such cure. In the event of a termination under this Section 6.1, Contractor/Service Provider shall immediately provide AFPD any and all "Work Product" (defined in Section 7 below) prepared by Contractor/Service Provider as part of the Required Services. Such Work Product shall be AFPD's sole and exclusive property as provided in Section 7 hereof. Contractor/Service Provider may be entitled to compensation for work satisfactorily performed prior to Contractor/Service Provider's receipt of the Default notice; provided, however, in no event shall such compensation exceed the amount that would have been payable under this Agreement for such work, and any such compensation shall be reduced by any costs incurred or projected to be incurred by AFPD as a result of the Default.

5.2 Termination or Suspension for Convenience of AFPD. AFPD may suspend or terminate this Agreement, or any portion of the Required Services, at any time and for any reason, with or without cause, by giving specific written notice to Contractor/Service Provider of such termination or suspension at least fifteen (15) days prior to the effective date thereof. Upon receipt of such notice, Contractor/Service Provider shall immediately cease all work under the Agreement and promptly deliver all "Work Product" (defined in Section 7 below) to AFPD. Such Work



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Product shall be AFPD's sole and exclusive property as provided in Section 7 hereof. Contractor/Service Provider shall be entitled to receive just and equitable compensation for this Work Product in an amount equal to the amount due and payable under this Agreement for work satisfactorily performed as of the date of the termination/suspension notice plus any additional remaining Required Services requested or approved by AFPD in advance that would maximize AFPD's value under the Agreement.

5.3 Waiver of Claims. In the event AFPD terminates the Agreement in accordance with the terms of this Section, Contractor/Service Provider hereby expressly waives any and all claims for damages or compensation as a result of such termination except as expressly provided in this Section 6.

5.4 Administrative Claims Requirements and Procedures. No suit or arbitration shall be brought arising out of this Agreement against AFPD unless a claim has first been presented in writing and filed with AFPD and acted upon by AFPD as same may be amended, the provisions of which, including such policies and procedures used by AFPD in the implementation of same, are incorporated herein by this reference. Upon request by AFPD, Contractor/Service Provider shall meet and confer in good faith with AFPD for the purpose of resolving any dispute over the terms of this Agreement.

5.5 Governing Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any action arising under or relating to this Agreement shall be brought only in San Diego County, State of California.

5.6 Service of Process. Contractor/Service Provider agrees that it is subject to personal jurisdiction in California. If Contractor/Service Provider is a foreign corporation, limited liability company, or partnership that is not registered with the California Secretary of State, Contractor/Service Provider irrevocably consents to service of process on Contractor/Service Provider by first class mail directed to the individual and address listed under "For Legal Notice," in section 1.B. of Exhibit A to this Agreement, and that such service shall be effective five days after mailing.

6. OWNERSHIP AND USE OF WORK PRODUCT

All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems and any other materials or properties produced in whole or in part under this Agreement in connection with the performance of the Required Services (collectively "Work Product") shall be the sole and exclusive property of AFPD. No such Work Product shall be subject to private use, copyrights or patent rights by Contractor/Service Provider in the United States or in any other country without the express, prior written consent of AFPD. AFPD shall have unrestricted authority to publish, disclose, distribute, and otherwise use, copyright or patent, in whole or in part, any such Work Product, without requiring any permission of Contractor/Service Provider, except as may be limited by the provisions of the Public Records Act or expressly prohibited by other applicable laws. With respect to computer files containing data generated as Work Product, Contractor/Service Provider shall make available to AFPD, upon reasonable written request by AFPD, the necessary functional computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.



7. GENERAL PROVISIONS

- 7.1 Amendment. This Agreement may be amended, but only in writing signed by both Parties.
- 7.2 Assignment. AFPD would not have entered into this Agreement but for Contractor/Service Provider's unique qualifications and traits. Contractor/Service Provider shall not assign any of its rights or responsibilities under this Agreement, nor any part hereof, without AFPD's prior written consent, which AFPD may grant, condition or deny in its sole discretion.
- 7.3 Authority. The person(s) executing this Agreement for Contractor/Service Provider warrants and represents that they have the authority to execute same on behalf of Contractor/Service Provider and to bind Contractor/Service Provider to its obligations hereunder without any further action or direction from Contractor/Service Provider or any board, principle or officer thereof.
- 7.4 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one Agreement after each Party has signed such a counterpart.
- 7.5 Entire Agreement. This Agreement together with all exhibits attached hereto and other agreements expressly referred to herein, constitutes the entire Agreement between the Parties with respect to the subject matter contained herein. All exhibits referenced herein shall be attached hereto and are incorporated herein by reference. All prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, are superseded.
- 7.6 Record Retention. During the course of the Agreement and for three (3) years following completion of the Required Services, Contractor/Service Provider agrees to maintain, intact and readily accessible, all data, documents, reports, records, contracts, and supporting materials relating to the performance of the Agreement, including accounting for costs and expenses charged to AFPD, including such records in the possession of sub-contractors/sub-Contractor/Service Providers.
- 7.7 Further Assurances. The Parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Agreement and the intentions of the Parties.
- 7.8 Independent Contractor. Contractor/Service Provider is and shall at all times remain as to AFPD a wholly independent contractor. Neither AFPD nor any of its officers, employees, agents or volunteers shall have control over the conduct of Contractor/Service Provider or any of Contractor/Service Provider's officers, employees, or agents ("Contractor/Service Provider Related Individuals"), except as set forth in this Agreement. No Contractor/Service Provider Related Individuals shall be deemed employees of AFPD, and none of them shall be entitled to any benefits to which AFPD employees are entitled, including but not limited to, overtime, retirement benefits, worker's compensation benefits, injury leave or other leave benefits. Furthermore, AFPD will not withhold state or federal income tax, social security tax or any other payroll tax with



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respect to any Contractor/Service Provider Related Individuals; instead, Contractor/Service Provider shall be solely responsible for the payment of same and shall hold the AFPD harmless with respect to same. Contractor/Service Provider shall not at any time or in any manner represent that it or any of its Contractor/Service Provider Related Individuals are employees or agents of AFPD. Contractor/Service Provider shall not incur or have the power to incur any debt, obligation or liability whatsoever against AFPD, or bind AFPD in any manner.

7.9 Notices. All notices, demands or requests provided for or permitted to be given pursuant to this Agreement must be in writing. All notices, demands and requests to be sent to any Party shall be deemed to have been properly given or served if personally served or deposited in the United States mail, addressed to such Party, postage prepaid, registered or certified, with return receipt requested, at the addresses identified in this Agreement at the places of business for each of the designated Parties as indicated in Exhibit A, or otherwise provided in writing.

7.10 Electronic Signatures. Each Party agrees that the electronic signatures, whether digital or encrypted, of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a Party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17) as amended from time to time.

(End of page. Next page is signature page.)



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SIGNATURE PAGE
CONTRACTOR/SERVICE PROVIDER SERVICES AGREEMENT

IN WITNESS WHEREOF, by executing this Agreement where indicated below, AFPD and Contractor/Service Provider agree that they have read and understood all terms and conditions of the Agreement, that they fully agree and consent to bound by same, and that they are freely entering into this Agreement as of the Effective Date.

Awarded Service Contractor

ALPINE FIRE PROTECTION DISTRICT

Print or type name of signatory

Print or type name of Fire Chief

Signature of Contractor/Applicant

Signature of Fire Chief

Date Executed

Date Executed



EXHIBIT A
SCOPE OF WORK AND PAYMENT TERMS

INSTRUCTIONS: ENTER INFORMATION AS REQUESTED. FOR SECTIONS THAT PROVIDE OPTIONS, SELECT THE CORRECT OPTION. IF YOU WISH TO ATTACH ADDITIONAL INFORMATION RELATED TO EXHIBIT A, PLEASE ATTACH AND LABEL AS EXHIBIT A, ATTACHMENT (1,2, ETC.) DELETE OPTIONS NOT SELECTED AND ALL INSTRUCTIONS..

1. Contact People for Contract Administration and Legal Notice

A. AFPD Contract
Administration: Enter AFPD
Staff Person Name Enter
Mailing Address
Enter Phone Number
Enter Email Address

B. Contractor/Service Provider Contract Administration:
ALPINE FIRE PROTECTION DISTRICT
Enter Mailing Address
Enter Phone Number
Enter Email Address

2. Required Services

A. General Description:
Enter Summary Of Work To Be Performed
(e.g. Contractor/Service Provider XYZ Will Provide Customer Service Trainings To AFPD Staff)

B. Detailed Description:
Enter Detailed Information About Each Task To Be Performed, Including Task Description, Associated Deliverables, And Completion Date. May Be Written As Narrative Or Table, As Illustrated Below. Delete Table If Not Used.



Task	Description	Deliverables	Completion Date
1	Example: Conduct trainings for AFPD staff	Provide copy of training materials, sign-in sheet and list of agreed-upon next steps	
2	Enter Additional Lines For Tasks As Needed; Delete Excess Lines		
3			
4			

3. **Term:** In accordance with Section 1.10 of this Agreement, the term of this Agreement shall begin Enter Date and end on Enter Date for completion of all Required Services.

4. **Compensation: SELECT ONE OF THE FOLLOWING OPTIONS THEN DELETE ANY OPTION THAT IS NOT APPLICABLE, AS WELL AS THESE INSTRUCTIONS**

A. Form of Compensation

Single Fixed Fee. For performance of all of the Required Services by Contractor/Service Provider as herein required, AFPD shall pay a single fixed fee of \$Enter Contract Amount, upon completion of all Required Services to AFPD’s satisfaction.

OR

Fixed Fee Paid in Increments. For the completion of each Deliverable of the Required Services, as identified in section 2.B., above, AFPD shall pay the fixed fee associated with each Deliverable, in the amounts set forth below:

Task No.	Deliverable	Amount

OR

Time and Materials. For performance of the Required Services by Contractor/Service Provider as identified in Section 2.B., above, AFPD shall pay Contractor/Service Provider for the productive hours of time spent by Contractor/Service Provider in the performance of the Required Services, at the rates or amounts as indicated below:

Enter Applicable Hourly Rates

B. Reimbursement of Costs

None, the compensation includes all costs



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OR

Invoiced or agreed-upon amounts as follows:

Enter or Attach and Reference Any Agreed-Upon Cost Reimbursements

Notwithstanding the foregoing, the maximum amount to be paid to the Contractor/Service Provider for services performed through Enter End of Contract Date shall not exceed Enter Amount.

5. Special Provisions: CHECK ANY THAT APPLY OR SELECT "NONE," AND DELETE ALL INSTRUCTIONS.

Permitted Sub-Contractor/Service Providers: List Permitted Sub-Contractor/Service Providers or Indicate "None"

Notwithstanding the completion date set forth in Section 3 above, AFPD has option to extend this Agreement for Insert Number of Terms additional terms, defined as a one-year increment or Enter a Specific Date, if applicable. The AFPD Manager or Director of Finance/Treasurer shall be authorized to exercise the extensions on behalf of the AFPD. If the AFPD exercises an option to extend, each extension shall be on the same terms and conditions contained herein, provided that the amounts specified in Section 4 above may be increased by up to Insert Percentage of Increase or Actual Dollar Amount for each extension. The AFPD shall give written notice to Contractor/Service Provider of the AFPD's election to exercise the extension via the Notice of Exercise of Option to Extend document. Such notice shall be provided at least 30 days prior to the expiration of the term.

Other: Describe Special Provisions (Delete Line If Not Applicable)

None



**EXHIBIT B
INSURANCE REQUIREMENTS**

Contractor/Service Provider shall adhere to all terms and conditions of Section 3 of the Agreement and agrees to provide the following types and minimum amounts of insurance, as indicated by checking the applicable boxes (x).

	Type of Insurance	Minimum Amount	Form
<input type="checkbox"/>	General Liability: Including products and completed operations, personal and advertising injury	\$2,000,000 per occurrence for bodily injury, personal injury (including death), and property damage. If Commercial General Liability insurance with a general aggregate limit is used, either the general aggregate limit must apply separately to this Agreement or the general aggregate limit must be twice the required occurrence limit Additional Insured Endorsement or Blanket AI Endorsement for AFPD* Waiver of Recovery Endorsement	Insurance Services Office Form CG 00 01 <i>*Must be primary and must not exclude Products/Completed Operations</i>
<input type="checkbox"/>	Automobile Liability	\$1,000,000 per accident for bodily injury, including death, and property damage	Insurance Services Office Form CA 00 01 Code 1-Any Auto Code 8-Hired Code 9-Non Owned
<input type="checkbox"/>	Workers' Compensation Employer's Liability	\$1,000,000 each accident \$1,000,000 disease policy limit \$1,000,000 disease each employee Waiver of Recovery Endorsement	

Other Negotiated Insurance Terms: ENTER ANY ADDITIONAL TERMS OR "NONE"



ALPINE CREEK FUELS REDUCTION PROJECT

