



# FIVE CITIES FIRE AUTHORITY

## REQUEST FOR PROPOSAL Contractor Services for the Annual Weed Abatement Program

The Five Cities Fire Authority ("Authority") is requesting a written Request for Proposal for contractor services for the Annual Weed Abatement Program. Responses to the Request for Proposal are to be submitted in writing NO LATER THAN 4:00 P.M. on May 7, 2024 to:

Tricia Meyers, Admin. Operations Manager/Clerk  
Five Cities Fire Authority  
Headquarters ~ Station 1  
140 Traffic Way  
Arroyo Grande, CA 93420

The Request for Proposal shall be submitted and marked "Contractor Services for the Annual Weed Abatement Program". Proposals and required copies should be submitted by U.S. Mail or personal delivery to the address above. Electronic mailed (e-mail) submissions **WILL BE ACCEPTED**. Please email to [tmeyers@fivecitiesfire.org](mailto:tmeyers@fivecitiesfire.org). **It is the responsibility of the Contractor to ensure that the Proposal is received by the Authority prior to the due date and time. Any Proposals mailed to the Authority that arrive after the due date will not be considered.** Contractors will be notified by the Authority of any addenda that may be issued to this Request for Proposal. The Authority reserves the right to reject any or all Proposals for any or no reason.

### I. BACKGROUND

Each spring the annual Weed Abatement Program is implemented to ensure the safety of properties throughout the cities of Arroyo Grande, Grover Beach, and the community of Oceano. It is the intent of the Authority to encourage property owners to maintain their property in a safe condition. To achieve this goal, a program has been developed to ensure property owners meet the standards for vegetation removal and the property poses no fire hazard to the communities. If the property owner fails to clear the weeds from their property within specified time, Authority would then clear the property and the property owner would be billed accordingly. This Request is for a Contractor to perform such abatement on behalf of the Authority.

### II. PROPOSAL REQUIREMENT

Before an award is made, Contractors, or their agents, are strictly prohibited from contact with the Authority staff, or appointed Board Members unless otherwise designated herein. The Authority may not consider the Proposal from a Contractor who violates this requirement. All questions regarding this Request for Informal Bid should be directed to the Administrative Operations Manager/Clerk to the Board listed above.

### III. SCOPE OF SERVICES

These standards shall apply to all lots and City-owned / District-owned parcels specified for clearance under the Weed Abatement Contractor Agreement.

1. The Contractor shall provide documented proof of the following:
  - (a) Commercial General Liability Insurance coverage in the amount of \$1,000,000 per occurrence for bodily injury, personal injury and property damage, with a certificate of insurance showing the Authority as "Additional Insured."
  - (b) Proof of State-approved Worker's Compensation and Employer's Liability Insurance.
  - (c) Automobile liability insurance covering bodily injury, personal injury and property damage for all activities arising out of or in connection with the work, also with Authority being named as an additional insured.
  - (d) Each general liability and automobile liability insurance policy shall be with insurers possessing a Best's rating of no less than A: VII.
  - (e) A Business Tax Certificate/License from the City of Arroyo Grande, City of Grover Beach, and the Community of Oceano (County).

***The above listed documents shall be provided to the Five Cities Fire Authority, Headquarters ~ Station 1, 140 Traffic Way, Arroyo Grande, PRIOR to the execution of the contract.***

2. The successful Contractor shall, upon execution of the Agreement, receive a list of the privately-owned lots to be cleared, as well as City-owned / District-owned properties if necessary. The list will identify the lots by APN and address. If there is a question as to the identity of a particular parcel, Contractor shall contact Tricia Meyers before proceeding with the abatement. Authority will not pay for work on any parcels not on the list.
3. The Contractor may begin the clearing of lots no earlier than 7:00 a.m., in the month of June (dates to be determined and provided).
4. The Contractor shall, before beginning any weed abatement work on any lot, photograph that lot using a digital camera. The photo(s) shall contain the frontage of the property, an address to identify the location and a sign identifying the property's APN. The Authority will provide the Contractor with an erasable board to identify each property on the photographs. The Contractor shall record the APN, the property address and the date the work was completed on the work order provided. Upon completion of all work, digital photos provided on a CD and/or thumb drive and a work order outlining all work performed, will be submitted along with an invoice for payment that is by city.
5. Clearing of the lots under the provisions of the Weed Abatement Agreement shall include:
  - (a) Mowing or cutting of weeds, grass and annual brush growth to a height of four inches (4") or less.
  - (b) Removal of all excess cutting debris.
  - (c) Collection and disposal of trash, debris, rubbish, cuttings or clippings, and piled dirt that compromises the safety of the residents.
  - (d)
  - (e) Clearing of R-A lots is limited to mowing or disking of a thirty foot (30') wide break around the property perimeter down to mineral soil. R-A zoned lots will be specified on the parcel map.

6. In the event the Contractor encounters a parcel designated for clearance that is no longer in need of clearing (recently cleared or mowed weeds/grass, etc. of a height not to exceed 4”), the Contractor shall photograph and record the lot with the “amount” to be entered as “No Work Provided” on work order.
7. The Contractor shall identify all lots cleared on the work order in legible form on the invoice with the following information:
  - (a) Assessor’s Parcel Number (APN);
  - (b) Property Address or Narrative;
  - (c) Amount of cost for lot clearance.
8. The Contractor shall submit the invoices for payment to the FCFA Headquarters ~ Station 1, 140 Traffic Way in Arroyo Grande for payment for Arroyo Grande, Oceano and for Grover Beach no later than 4:00 p.m. on the 5<sup>th</sup> day following the completion of all work.
9. The Contractor shall work at the direction of the Fire Chief and/or designated staff.

#### **IV. PROPOSAL FORM**

Contractors desiring to respond shall make their Proposal brief and concise, yet with sufficient detail to allow for a thorough evaluation. Each Proposal shall include the following information in this format:

- A. Introduction  
Present a brief introduction to the proposal describing the Contractor’s understanding of the desired work.
- B. Qualifications  
Include a brief description of the Contractor’s background and experience.
- C. Bid Form  
Complete and submit the attached Proposal form (Exhibit A).
- D. References  
List three previous or current clients (preferably public entities) for whom similar or comparable services have been performed. Include name, mailing address, and telephone number of the contact person for those clients.

#### **V. SELECTION PROCESS**

Proposals will be evaluated by a Selection Committee utilizing the Informal Bid Content Requirements enumerated below to rate each Bid. The Selection Committee may invite one or more of the Contractors to a Selection Interview. Following a complete review of the Bids, the Selection Committee will submit a recommendation to the Authority Board for award. The Authority reserves the right to accept or reject any or all Bids, to extend the period for accepting the Proposals, to advertise the Proposals at any time and to waive any minor irregularities in any Proposal. The Selection Committee will be comprised of the Fire Chief, Battalion Chief, and Clerk to the Board based on the following Request for Proposal:

1. Cover letter and introduction to the Contractor's Company summarizing the Proposal and key aspects of the Contractor's company that make it unique to supplying the services required in this Proposal;
2. Enumeration of all background, experience and qualifications to perform the services requested by this Proposal;
3. Degree in which the services proposed meet the needs of the Authority;
4. Former or current client list wherein Contractor has performed or is performing the same or similar work;
5. Professional references other than the client list above; and
6. Cost.

Each of the above criteria will be assigned equal weight in the Selection Committee's evaluation of bids.

## **VI. CONTRACT AND REQUEST FOR PROPOSAL REQUIREMENTS**

The Request for Proposal shall not be construed by any party as an agreement of any kind between the Authority and such party. Any award of a contract shall be subject to the approval of the Authority Board.

This Request for Proposal does not obligate the Authority to accept any proposal, negotiate with the Contractor, award an Agreement, or proceed with contracting for weed abatement services described in this document. The Authority has no obligation to compensate any Contractor for its expense of preparing its bid and participating in this procurement process.

Submission of a bid shall constitute acknowledgment, acceptance of a commitment to provide the proposed services in accordance with all the terms and conditions contained in the Request for Proposal, its attachments, addenda, or clarifications and the draft service agreement, unless an exception to particular terms and conditions is expressed in writing in the proposal. The proposals are to be firm for a period of 60 days from the date the bid is submitted. Bids may not be altered after submittal, except in response to the Authority's request for clarification.

The Authority shall have the right, but not the obligation to perform an investigation and review of each Contractor's ability to perform the work required. Each Contractor must agree to cooperate with such investigation. Such cooperation by Contractor shall include, but not be limited to, the verification of the Contractor's capability and experience in the provision of services and any other component of work that may be required under this procurement.

The Authority hereby notifies all Contractors that no person shall be excluded from participation in, denied any benefits of, or otherwise discriminated against in connection with the award and performance of any contract related to the provision of services under the Agreement on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, or on any other basis prohibited by law.

The Authority makes a concentrated effort to ensure any addenda issued relating to this Informal Request for Proposal is distributed to all interest parties. It shall be the Contractor's responsibility to inquire as to whether any addenda to the Proposal has been issued. Upon issuance by the Authority, all addenda become part of the Proposal. Signing the Proposal form shall constitute acceptance of all addenda.

## **VII. RESERVATIONS**

1. The Authority reserves the right to reject any and all Proposals, whether or not minimum qualifications are met, and to modify, postpone, or cancel this Request for Proposal, in whole or in part, or decide to award a contract to perform only some of the services outlined in this Request for Proposal, without liability, obligation, or commitment to any party, firm or organization.
2. In addition, the Authority reserves the right to request and obtain additional information from any Contractor and to negotiate the final scope of services with the selected Contractor. The Authority is not liable for any costs incurred by Contractor prior to issuance of an agreement. Costs of developing the proposals, oral presentations or any other such expenses incurred by the Contractor are entirely the responsibility of the Contractor and shall not be reimbursed in any manner by the Authority.
3. The Authority reserves the right to waive or permit a cure of minor informalities and/or insignificant mistakes such as matters of form rather than substance and to conduct discussions and negotiations with any qualified Contractor in any manner deemed necessary by the Authority to serve its best interest. The Authority also reserves the right, based on its sole judgement and discretion, to award a contract based upon the written informal bids it receives without conducting discussions, interviews or negotiations.
4. The Authority reserves the right to select a Contractor for further discussions based solely on the content of the Request for Proposal and relevant information obtained from the others concerning the respondent's respective records of past performance.

## **CONSULTING SERVICES AGREEMENT FOR WEED ABATEMENT SERVICES**

This three (3) year **CONSULTING SERVICES AGREEMENT** ("Agreement") is made and entered into as of the (Date), ("Effective Date"), by and between the **FIVE CITIES FIRE AUTHORITY** ("AUTHORITY"), a multi-jurisdictional agency created through a Joint Powers Agreement with a place of business at 140 Traffic Way, Arroyo Grande, CA 93420 and (**Name of Contractor**), a private corporation ("CONSULTANT") with a principal place of business at (address of contractor).

Upon the following terms and conditions of this Agreement, the AUTHORITY desires to retain CONSULTANT to perform the following:

### **1. PROFESSIONAL SERVICES.**

CONSULTANT will provide weed abatement services in the area under the jurisdiction of the AUTHORITY, as authorized and required by the AUTHORITY under the direction of the Fire Chief and the terms and conditions of this Agreement including the Scope of Services in Exhibit "A", attached hereto and incorporated by reference herein. CONSULTANT'S services will commence on the effective date and will terminate pursuant to the terms of this Agreement.

### **2. INVOICING AND PAYMENT.**

As sole compensation for the performance of the services, the AUTHORITY will pay CONSULTANT a unit rate for services enumerated below:

Contractor will charge a per square foot rate for each lot mowed, disked or weed wacked of: \$ . / sf

The AUTHORITY will pay the square foot unit rate above for each parcel cleared by CONSULTANT. For purposes of example only, if CONSULTANT clears a hundred square foot parcel, CONSULTANT would be entitled to invoice the Authority for 100 times the above square foot unit price. Each invoice submitted will be paid by the Authority no later than thirty (30) days after its receipt. CONSULTANT will receive no royalty or other remuneration for the production or distribution of any products developed by the AUTHORITY or by CONSULTANT in connection with or based upon the services. CONSULTANT will not be entitled to receive any vacation or illness payments, or to participate in any plans, arrangements, or distributions by the AUTHORITY pertaining to any insurance or similar benefits that the AUTHORITY makes or may make available to the AUTHORITY'S employees.

### **3. TERM.**

Either party may terminate this three (3) year Agreement upon a 30-day notice to the other party for any reason or no reason. In the event the AUTHORITY terminates this Agreement, CONSULTANT shall cease all work immediately after receiving notice from the AUTHORITY unless otherwise advised by the AUTHORITY and shall notify the AUTHORITY of all costs incurred up to such termination date.

**4. INDEPENDENT CONTRACTOR.**

CONSULTANT is an independent contractor and is not an agent or employee of, and has no authority to bind AUTHORITY by contract or otherwise. CONSULTANT will perform the professional services under the general direction of AUTHORITY, but CONSULTANT will determine, in CONSULTANT's sole discretion, the manner and means by which such services are accomplished, subject to the requirement that CONSULTANT shall at all times comply with applicable law and complete the work in a timely fashion. AUTHORITY has no right or authority to control the manner or means by which such services are accomplished.

**5. RESERVED.**

**6. REPRESENTATIONS.**

CONSULTANT represents that its services hereunder will be of a professional quality conforming to generally accepted industry standards and practices.

**7. INDEMNIFICATION BY CONSULTANT.**

(a) CONSULTANT shall defend, indemnify and hold harmless the Authority, its officers, officials, agents, attorney, employees and volunteers from and against any and all claims, demands, actions, losses, damage, injuries, and liability direct or indirect, (including any and all costs and expenses in connection wherein), arising out of the performance of this Agreement, except for any such claim arising out of the sole negligence or willful misconduct of the Authority, its officers, agents, attorney, employees or volunteers.

(b) Authority does not, and shall not, waive any rights that it may have against CONSULTANT under this section because of the acceptance by the Authority, or the deposit with the Authority, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless, indemnification and duty to defend provisions of this section shall apply regardless whether or not said insurance policies are determined to be applicable to the claim, demand, action, damage, liability, loss, costs or expense described herein.

(c) Notwithstanding the provisions of subsections 1 and 2 of this section, CONSULTANT shall not be responsible for damages or be in default or deemed to be in default by reason of delay caused by strikes, lockouts, accidents, or acts of God, or the failure of the Authority to furnish timely information or to approve or disapprove CONSULTANT'S work promptly, or by reasons of delay or faulty performance by the Authority or other governmental agencies, or by reason of any other delays beyond CONSULTANT'S control, or for which CONSULTANT is without fault.

**8. INSURANCE REQUIREMENT.**

(a) Policies. CONSULTANT, at CONSULTANT's own cost and expense, shall procure and maintain, for the duration of this Agreement, the following insurance policies:

(1) **Worker's Compensation Coverage.** CONSULTANT shall maintain Worker's Compensation Insurance and Employer's Liability Insurance for its employees in accordance with the laws of the State of California. In addition, CONSULTANT shall require each subcontractor to similarly maintain Worker's Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the Authority at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against the Authority, its officers, agents, employees, and volunteers for losses arising from work performed by CONSULTANT for the Authority.

(2) **General Liability Coverage.** CONSULTANT shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

(3) **Automobile Liability Coverage.** CONSULTANT shall maintain automobile liability insurance covering bodily injury, personal injury and property damage for all activities of the CONSULTANT arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.

(b) **Endorsements.** Each general liability and automobile liability insurance policy shall be with insurers possessing a Best's rating of no less than A:VII and shall be endorsed with the following specific language:

(1) The Authority, its appointed officers, attorneys, employees, agents and volunteers are to be covered as additional insured's with respect to liability arising out of work performed by or on behalf of the CONSULTANT, including materials, parts or equipment furnished in connection with such work or operations.

(2) This policy shall be considered primary insurance as respects to the Authority, its appointed officers, officials, attorneys, employees, agents and volunteers. Any insurance maintained by the Authority, including any self-insured retention the Authority may have shall be considered excess insurance and shall not contribute with it.

(3) The insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

(4) The insurer waives all rights of subrogation against the Authority, its appointed officials, officers, attorneys, employees or agents.

(5) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Authority, its appointed officers, officials, employees, agents, or volunteers.



(6) The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the Authority.

(c) **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the Authority. At the Authority's option, CONSULTANT shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

(d) **Certificates of Insurance.** CONSULTANT shall provide certificates of insurance with original endorsements to the Authority as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the Authority on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the Authority at all times during the term of this Agreement.

**9. GOVERNING LAW.**

This Agreement will be governed by and construed in accordance with the laws of the State of California excluding that body of law pertaining to conflicts of law.

**10. NOTICE.**

All notices, including notices of address changes, required to be sent hereunder shall be in writing and shall be deemed to have been given when mailed to the addresses listed below:

To Authority: Five Cities Fire Authority  
Attn: Tricia Meyers, Administrative Assistant/  
Clerk to the Board  
140 Traffic Way  
Arroyo Grande, CA 93420

To Consultant: (Name of Contractor)

**11. SEVERABILITY.**

In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect.

**12. ASSIGNMENT.**

CONSULTANT may not assign CONSULTANT's rights or delegate CONSULTANT's duties under this Agreement without the prior written consent of the AUTHORITY. Any attempted assigned or delegation without such consent will be void.

**13. WAIVER.**

The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach.

**14. EQUITABLE REMEDIES.**

Because the services are personal and unique and because CONSULTANT will have access to Confidential Information of AUTHORITY, AUTHORITY will have the right to enforce this Agreement and any of its provisions by injunction, specific performance, or other equitable relief without prejudice to any other rights and remedies that AUTHORITY may have for a breach of this Agreement.

**15. ENTIRE AGREEMENT.**

This Agreement constitutes the complete agreement between the parties and supersedes all previous agreements or representations, whether written or oral, with respect to the subject matter described herein. This Agreement may not be modified or amended except in writing signed by a duly authorized representative of each party.

**16. ATTORNEY'S FEES/VENUE.**

In the event of a dispute or other legal proceeding by either party related to the enforcement of the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs. Any action regarding this Agreement shall be venued in the Superior Court for the county of San Luis Obispo.

**17. Non-Liability of Authority Officers, Attorneys and Employees.**

No Officer, attorney or employee of the Authority shall be personally liable to CONSULTANT, or any successor in interest, in the event of any default or breach by the Authority or for any amount which may become due to CONSULTANT or to its successor, or for any breach of any obligation of the terms of this Agreement.

**18. Interpretation.**

This agreement shall not be interpreted against either party on the grounds that one of the parties was solely responsible for preparing it or caused it to be prepared as both parties were involved in drafting it.

**IN WITNESS WHEREOF**, the parties hereto have executed the **CONSULTING SERVICES AGREEMENT** as of the date set forth in the first paragraph hereof.

**FIVE CITIES FIRE AUTHORITY**

**CONSULTANT**

By: \_\_\_\_\_

(Fire Chief)

By: \_\_\_\_\_

(Contractor)

Attest:

\_\_\_\_\_

Tricia Meyers, Clerk to the Board

Approved as to Form:

\_\_\_\_\_

Martin Koczanowicz, General Counsel



# FIVE CITIES FIRE AUTHORITY

## Annual Weed Abatement Program

### PROPOSAL FORM

All Proposals must include the information outlined below.

Name of Business: \_\_\_\_\_

Owner's Name: \_\_\_\_\_

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

City, State, Zip Code: \_\_\_\_\_

Business Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Fax No. \_\_\_\_\_

Business License Number \_\_\_\_\_

Email Address \_\_\_\_\_

**Contractor will charge a per square foot rate  
for each lot mowed, disked or weed wacked  
at \_\_\_\_\_ per square foot.**

**\$ \_\_\_\_\_**

Signature of Contractor/Person Preparing Proposal: \_\_\_\_\_

Proposals must be received at Five Cities Fire Authority, Headquarters ~ Station 1, 140 Traffic Way, Arroyo Grande, CA 93420 by 4:00 p.m. on Tuesday, May 7, 2024 or emailed to [tmeyers@fivecitiesfire.org](mailto:tmeyers@fivecitiesfire.org).

***Five Cities Fire Authority reserves the right to reject any or all Proposals.***