

REQUEST FOR PROPOSALS

FOR HAZARDOUS FUELS TREATMENT ON DESCHUTES COUNTY PROPERTY AND PRIVATE LANDS WITHIN DESCHUTES COUNTY

DESCHUTES COUNTY NATURAL RESOURCES



DEADLINE DATE: December 20, 2021
TIME: 3:00 P.M.

PLACE: Deschutes County
Road Department
Attn: Ed Keith
61150 SE 27th Street
Bend, Oregon 97702

PHONE: (541) 322-7117
EMAIL: ed.keith@deschutes.org
FAX: (541) 388-2719

REQUEST FOR PROPOSALS

CONTRACTORS FOR HAZARDOUS FUELS TREATMENT ON DESCHUTES COUNTY PROPERTY AND PRIVATE LANDS WITHIN DESCHUTES COUNTY

Deschutes County is soliciting proposals until **3:00 P.M. PACIFIC TIME, December 20, 2021** for the treatment or removal of hazardous fuels on Deschutes County property and private lands in Deschutes County. No proposals will be received or considered after that time.

The purpose of this solicitation is to create a pool of contractors qualified to treat and remove hazardous wildland fuels, as described in the Scope of Work, on Deschutes County property and private lands located in Deschutes County. Some of these properties are vacant lots, most will have homes and improvements. After reviewing proposals the County will identify qualified contractors to be listed in a “qualified pool” for the 2022 calendar year. During such year the County may award multiple service contracts to contractors in the qualified pool, based on County’s determination of “best value” proposals for the particular property or properties to be treated.

Contractors who were selected for the qualified pool in 2021 must reapply to be considered and to be placed on the qualified pool for 2022. A new retainer agreement will be issued only after review of the most current proposals to determine whether previously submitted and approved qualifications remain the same. For new contractors, if deemed qualified for the pool, a retainer agreement will be issued after review and approval of their proposals. A standard retainer agreement is available upon request.

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

1. Chainsaw thinning, pruning and ladder fuel reduction;
2. Chipping of hazardous fuel;
3. Brush mowing or mastication;
4. Tub or horizontal grinding;
5. Removal of treated fuels.

Contractors that have not been included in past qualified pools shall provide a past history, including references, for work in each service category listed above, for which Contractor would like to be considered. This can include number of years’ experience; experience with different fuel types and fuels treatments, and whether work was done within communities with structures involved; whether Contractor is an ISA certified arborist, or has equivalent training or certifications; types and specifications of equipment available; and experience of operators, etc.

The Contractor’s work must be in accordance with all State and Federal Laws, including CCB licensure where (if) required.

The Contractor will provide proof of insurance as described in Exhibit C but only if selected for a particular service contract, no proof of insurance is required at this point.

Selections for the individual service contracts will be made based on County Forester's determination of "best value" which includes but is not limited to: bids for proposed work, experience with that particular category of service, staffing and/or mobilization capability, available equipment and the ability to provide the service during an appropriate time frame.

This is not a public works contract subject to ORS 279C.800 to 279C.987 or the Davis-Bacon Act (40 U.S.C. 276a).

Upon receipt of the proposals, the County Forester will evaluate and establish the pool of qualified contractors. A retainer agreement will be signed by selected contractors and issued for a one-year period following establishment of the qualified pool. Individual service contracts may be awarded during the course of the year from the qualified pool based on available funding and the specific work to be accomplished. There may be multiple service contracts within a work area. The County reserves the right to reject any and all proposals not in compliance with all prescribed public bidding procedures and requirements, reject for good cause any and all proposals upon the finding that it is in the public interest to do so, and waive any and all informalities.

Acres to be treated and number of projects will be directly related to available funds. Questions should be directed to Ed Keith, Deschutes County Forester, at (541) 322-7117. Proposals are to be sent to Ed Keith, contact information listed below.

NOTE: All proposals submitted in response to this RFP shall become the property of Deschutes County and may be utilized in any manner and for any purpose by Deschutes County. Be advised that proposals and all documents submitted in response to this RFP are subject to public disclosure as required by applicable state and/or federal laws. If you intend to submit any information with your proposal which you believe is confidential, proprietary or otherwise protected from public disclosure (trade secret, etc.), you must separately bind and clearly identify all such material. The cover page of the separate binding must be red, and the header or footer for each page must provide as follows: "Not Subject to Public Disclosure." Where authorized by law, and at its sole discretion, Deschutes County will endeavor to resist disclosure of properly identified portions of the proposals.

DEADLINE DATE: December 20, 2021
TIME: 3:00 P.M.
MAIL: Deschutes County
Road Department
Attn: Ed Keith
61150 SE 27th Street
Bend, Oregon 97702
PHONE: (541) 322-7117
EMAIL: ed.keith@deschutes.org
FAX: (541) 388-2719

DATED this 19th day of November 2021
Ed Keith, County Forester

EXHIBIT A

PROPOSAL RESPONSE – Submit pages 4 & 5 with any applicable backup information

PROJECT: HAZARDOUS FUELS TREATMENT ON DESCHUTES COUNTY PROPERTY AND PRIVATE LANDS IN DESCHUTES COUNTY.

Contractor agrees that if this Proposal is accepted, he/she will supply all material and labor required to complete the work as specified in the Scope of Work, example Exhibit "B", attached hereto and by this reference incorporated herein if selected for a personal service contract from the pool of contractors. By submitting this Proposal, Contractor is offering to perform work to be specified at a future date at various locations within Deschutes County. County shall maintain on file Contractor's Proposal until such time as County identifies a particular project site, time frame and specific categories of service for which County has deemed Contractor to be qualified. At that time the County will request the contractor to provide a bid for the project and will furnish a personal services contract to the selected Contractor who shall sign the contract and furnish required proof of insurance. Completion dates, specific tasks and project locations of the work to be performed will be identified for each individual service contract. Contractor shall not proceed with performance of the contract until after County has executed the contract. A standard wildland fuels treatment contract is available for review upon request.

Contractor further agrees that all of the applicable provisions of Oregon law relating to public contracts are, by this reference incorporated in and made a part of this proposal. Contractor will not be required to post a bond but will be required as part of a service contract to provide proof of insurance as described later in this solicitation. This is not a public works contract subject to ORS 279C.800 to 279C.870 or the Davis-Bacon Act (40 U.S.C. 276a).

Indicate the service categories you can provide by offering a range of bid prices for each service to be provided to accommodate the variability of site conditions from project to project. Service Categories are defined in Exhibit B. All costs, including personnel, equipment and mileage should be included in the bids. Price ranges submitted will be used to determine if prices in general are in a range considered to be competitive by the County. Specific bids will be obtained in advance of a project being awarded to a contractor in the qualified pool.

Service Categories

1. Chainsaw thinning pruning and ladder fuel reduction, **costs per acre**_____;
2. Chipping, **costs per hour**_____;
3. Mowing, **costs per acre**_____;
4. Tub or horizontal grinding, **costs per hour**_____;
5. Removal of treated fuels, **cost per hour**_____.

Additional information to attach:

Contractors not previously in a qualified pool shall provide a past history, which may include references, for work in each category of service listed above, for which Contractor would like to be considered. This can include number of years experience; experience with different fuel types and fuels treatments, and whether work was done within communities with structures involved; types and specifications of equipment available; and experience of operators, CCB License Number, etc.

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

Company: _____

Contact Name: _____

Address: _____

Email (primary contact method): _____

Phone number: _____

Date: _____

Authorized Signature of Contractor

Title

Proposals must be received by 3:00 P.M. on December 20, 2021.
Submit to:

MAIL: Deschutes County
Natural Resources
Attn: Ed Keith
61150 SE 27th Street
Bend, Oregon 97702
PHONE: (541) 322-7117
EMAIL: ed.keith@deschutes.org
FAX: (541) 388-2719

EXHIBIT B

HAZARDOUS WILDLAND FUELS TREATMENT SCOPE OF WORK

A. Contractor shall perform the following work:

1. Scope of Contract

The work performed will include treatment and/or removal of hazardous wildland fuels at particular Work Areas in compliance with the specifications. Successful bidder(s) will furnish labor, equipment, supervision, transportation, operating supplies, and incidentals except those items listed as County Services.

2. Location and Description

- (a) Locations: Site maps and specific locations will be provided when each project is bid for a personal services contract.
- (b) Accessibility: No vehicles will be permitted to operate off existing roads without prior approval of the Deschutes County Forester.
- (c) Boundaries: The Work Area boundaries will be identified by the County Forester upon issuance of a contract.

3. Contractor Obligations

- (a) The Contractor shall furnish all transportation, labor, tools, supplies, materials, supervision, and incidentals to perform the contract work as set forth in the specifications.
- (b) The Contractor shall provide employees with sufficient skill and experience to properly perform the work assigned to them.
- (c) Contractor shall, without additional expense to the County, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State and local laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occurs as a result of the Contractor's fault or negligence.

4. Definitions and Technical Specifications

- (a) Basal Area –The cross sectional area of a tree at 4.5 feet above ground.
- (b) Cull Trees - Damaged or defective trees that includes defect or deformity of a tree resulting from such agents as wind, snow, animals, insects, disease, and equipment and evidenced by such things as dead or broken tops or trunks, crooks, and deep scars. Examples of damaged or defective trees include: Trees with crook, sweep, or snow bend; forked trees, one or more forks in the live crown or dead or broken out tops of the bole within thirteen feet of the ground surface; trees that have been severely scarred or cut through the cambium for one half the circumference of the tree; or trees with broken boles, or more than two thirds of the live limbs are broken or missing.

- (c) Damaged Tree – A live tree which, during work is scraped so that wood is exposed for one quarter or more of the stem circumference, or pushed over for ten degrees from vertical axis, or has uprooted or damaged tree roots.
- (d) DBH (diameter at breast height) - Outside diameter of the tree stem at a point four and one-half feet above average ground level.
- (e) Deficient Trees - Those trees cut which should have been left to maintain required basal area or spacing.
- (f) Excess Trees - All uncut trees not needed to meet average spacing or basal area requirements specified by the County Forester and those trees defined as cull trees.
- (g) Grinding – using either a tub or horizontal grinder to chip/grind wood products which may be used for either energy generation or other products suitable from this material.
- (h) Ladder fuel - live or dead vegetation that allows a fire to climb up from the ground into the tree canopy. Common fuel ladders include tall grasses, shrubs, and tree branches, both living and dead
- (i) Leave Tree – All trees that are left uncut to meet the average basal area requirements or tree grouping specification and trees over the maximum cut size if specified.
- (j) Mowing—mechanically cutting, chopping, grinding, masticating or otherwise reducing the height of small diameter (generally 4 inches or less) wildland fuels.
- (k) Pruning – Cutting limbs from leave trees according to specifications.
- (l) Slash - All vegetative material including cull logs, pushed out stumps, chunks, broken tops, limbs, branches, damaged brush, damaged or destroyed reproduction, saplings or poles which were created or disturbed by any type of vegetative cutting, clearing, construction, or cultural treatment.
- (m) Thinning - The cutting of trees in excess of those to be left for future management.

5. Work Area and Standards

The Work Area objectives are to treat and/or remove hazardous wildland fuels to a level which will generally result in fires producing flame lengths of four feet or less. Site specific standards will be identified by the County Forester.

Work Area treatments (Service Categories):

(a) Chainsaw Thinning, Pruning and Ladder Fuel Reduction –

- (1) Excess trees shall be cut.
- (2) Stump height of cut trees shall be no higher than four inches above ground level and below the lowest live limb.
- (3) Trees shall be completely severed from the stump.

- (4) No cut tree shall be left suspended in or leaning against a leave tree or tree outside the unit boundary.
- (5) When possible leave trees shall have not less than 50% live crown.
- (6) Residual spacing or basal area will be specified on a site specific basis by the County Forester.
- (7) Limbs shall be pruned to a height of eight feet or one third the height of the tree, whichever is less, unless otherwise specified by the County Forester.
- (8) Brush and small trees less than six feet in height located under the drip line of larger trees and thus act as ladder fuels shall be cut to a height of 4 inches or less.

(b) Chipping -

Slash will be located along roads, driveways or otherwise accessible by vehicle or mechanized equipment. Slash shall be chipped and removed or left on from the site as specified by the County Forester. In addition to chipping, removal methods may include: firewood, post, pole, or whole tree removal as approved by the County Forester.

(c) Mowing -

Mechanically cutting, chopping, grinding, masticating or otherwise reducing the height (generally to 4 inches or less) of small diameter wildland fuels.

(d) Tub or Horizontal Grinding –

Slash will be located in a central location accessible by large grinding equipment. Either a tub or horizontal grinder is used to chip/grind wood products which may be used for either energy generation or other products suitable from this material. Once the slash is ground it will be removed from the site.

(e) Removal of treated fuels -

Slash and other wildland fuel will be located along roads, driveways or otherwise accessible by vehicle or mechanized equipment. The wildland fuels will be removed to an offsite location. All loads shall be covered and secured while being transported along public roads to the disposal site.

6. Damage to Physical Improvements

- (a) Contractor shall exercise extreme care to prevent damage to all physical improvements (roads, fences, ditches, structures, etc.) on the contract area. As determined by the County Forester, Contractor shall be held responsible for immediate repairs to damaged physical improvements.
- (b) Contractor shall restore to the original condition, all water bars and road barriers on skid trails and roads that have been damaged by Contractor's operations.

7. Inspection of Services

- (a) "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the County covering the services under this contract. Complete records of all inspection work

performed by the Contractor shall be maintained and made available to the County Forester during contract performance and for at least three (3) years after completion of the work or in the event of litigation until the litigation is concluded.

- (c) The County has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The County shall perform inspections and tests in a manner that will not unduly delay the work. County's inspection(s) shall not relieve Contractor of responsibility for the proper performance of the work or for conditions, damages or injuries that arise from the work.

8. County Inspection

- (a) The County will conduct verification inspections of all fuels treatment activities to determine compliance with specifications. The Contractor or a designated representative is encouraged to observe inspections while they are underway.
- (b) If the County's verification inspections reveal work is not being accomplished in accordance with specifications, the County Forester will immediately notify the Contractor in writing and order correction in the quality of work. If the quality of deficient work is not raised to an acceptable standard (as determined by the County Forester) within one work day after receipt of notice in writing, the Contractor's right to proceed may be terminated and the contract considered in default.

9. Re-inspection upon Contractor's Request

If the original verification inspection results are unacceptable to the Contractor, a re-inspection may be requested. Requests for re-inspection must be made in writing within five days after receipt of initial inspection results.

10. Indemnification and Hold Harmless

- (a) To the fullest extent authorized by law Contractor shall defend, save, hold harmless and indemnify the County and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature resulting from or arising out of, or relating to the activities of Contractor or its officers, employees, contractors, or agents under this Contract, including without limitation any claims that the work, the work product or any other tangible or intangible items delivered to County by Contractor that may be the subject of protection under any state or federal intellectual property law or doctrine, or the County's use thereof, infringes any patent, copyright, trade secret, trademark, trade dress, mask work utility design or other proprietary right of any third party.
- (b) Contractor shall have control of the defense and settlement of any claim that is subject to the above paragraph a, however neither contractor nor any attorney engaged by Contractor shall defend the claim in the name of Deschutes County or any department or agency thereof, nor purport to act as legal representative of the County or any of its departments or agencies without first receiving from the County's legal counsel, in a form and manner determined appropriate by the County's legal counsel, authority to act as legal counsel for the County, nor shall Contractor settle any claim on behalf of the Count without the approval of the County's legal counsel.
- (c) To the extent permitted by Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall defend, save, hold harmless and

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

11. Contractor not a County Agent

- a) It is agreed by and between the parties that Contractor is not carrying out a function on behalf of County, and County does not have the right of direction or control of the manner in which Contractor delivers services under this Contract or exercise any control over the activities of Contractor.
- b) Contractor is not an officer, employee or agent of County as those terms are used in ORS 30.265.
- c) Contractor covenants for itself and its successors in interest and assigns that it will not claim or assert that Contractor is an officer, employee or agent of the County, as those terms are used in ORS 30.265.

12. Standard Contract Terms

This contract is subject to the provisions of the Deschutes County Code, Section 2.37.150, which is incorporated herein by reference.

13. Other

During wet weather and/or winter operations, to protect soils from displacement and the spread of noxious weeds, all mechanized operations will occur on either frozen ground or in a manner to minimize soil erosion, rutting or displacement. On-site inspections by Deschutes County will establish specific standards for mechanized operations. During wet weather events, mechanized operations will be curtailed or halted and can only commence after Deschutes County approval. During periods of high fire danger, operation times may be curtailed or mitigation provided as per Oregon Department of Forestry fire prevention requirements or the County Forester.

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

- (a) The County shall inspect the site with the Contractor prior to commencement of work to discuss the project.
- (b) County shall perform periodic inspections to assure quality of work is meeting project objectives.
- (c) For work to be performed on private property, County shall obtain appropriate permission from the property owner or person in charge.
- (d) The County shall provide maps of individual project areas.

EXHIBIT C

DESCHUTES COUNTY SERVICES CONTRACT

INSURANCE REQUIREMENTS

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

Contractor Name: _____

Workers Compensation insurance in compliance with ORS 656.017, requiring Contractor and all subcontractors to provide workers’ compensation coverage for all subject workers, or provide certification of exempt status. Worker’s Compensation Insurance to cover claims made under Worker’s Compensation, disability benefit or any other employee benefit laws, including statutory limits in any state of operation with Coverage B Employer’s Liability coverage all at the statutory limits. In the absence of statutory limits the limits of said Employers liability coverage shall be not less than \$1,000,000 each accident, disease and each employee. This insurance must be endorsed with a waiver of subrogation endorsement, waiving the insured’s right of subrogation against County.

Professional Liability insurance with an occurrence combined single limit of not less than:
Per Occurrence limit Annual Aggregate limit

<input type="checkbox"/> \$1,000,000	<input type="checkbox"/> \$2,000,000
<input type="checkbox"/> \$2,000,000	<input type="checkbox"/> \$3,000,000
<input type="checkbox"/> \$3,000,000	<input type="checkbox"/> \$5,000,000

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

Required by County Not required by County (one box must be checked)

Commercial General Liability insurance with a combined single limit of not less than:
Per Single Claimant and Incident All Claimants Arising from Single Incident

<input checked="" type="checkbox"/> \$1,000,000	<input checked="" type="checkbox"/> \$2,000,000
<input type="checkbox"/> \$2,000,000	<input type="checkbox"/> \$3,000,000
<input type="checkbox"/> \$3,000,000	<input type="checkbox"/> \$5,000,000

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

The policy shall be endorsed to name ***Deschutes County, its officers, agents, employees and volunteers as an additional insured.*** The additional insured endorsement shall not include declarations that reduce any per occurrence or aggregate insurance limit. The contractor shall provide additional coverage based on any outstanding claim(s) made against policy limits to ensure that minimum insurance limits required by the County are maintained. Construction contracts may include aggregate limits that apply on a “per location” or “per project” basis. The additional insurance protection shall extend equal protection to County as to Contractor or subcontractors and shall not be limited to vicarious liability only or any similar limitation. To the extent any aspect of this Paragraph shall be deemed unenforceable, then the additional insurance protection to County shall be narrowed to the maximum amount of protection allowed by law.

Required by County Not required by County (One box must be checked)

Automobile Liability insurance with a combined single limit of not less than:

Per Occurrence

- \$500,000
- \$1,000,000
- \$2,000,000

Automobile Liability insurance includes coverage for bodily injury and property damage resulting from operation of a motor vehicle. Commercial Automobile Liability Insurance shall provide coverage for *any* motor vehicle (symbol 1 on some insurance certificates) driven by or on behalf of Contractor during the course of providing services under this contract. Commercial Automobile Liability is required for contractors that own business vehicles registered to the business. Examples include: plumbers, electricians or construction contractors. An Example of an acceptable personal automobile policy is a contractor who is a sole proprietor that does not own vehicles registered to the business.

Required by County Not required by County (one box must be checked)

Additional Requirements. Contractor shall pay all deductibles and self-insured retentions. A cross-liability clause or separation of insured's condition must be included in all commercial general liability policies required by this Contract. Contractor's coverage will be primary in the event of loss.

Certificate of Insurance Required. Contractor shall furnish a current Certificate of Insurance to the County with the signed Contract. The Certificate shall provide that there shall be no cancellation, termination, material change, or reduction of limits of the insurance coverage without at least 30 days written notice from the Contractor's insurer to the County. The Certificate shall also state the deductible or, if applicable, the self-insured retention level. For commercial general liability coverage, the Certificate shall also provide, **by policy endorsement**, that **Deschutes County, its agents, officers, employees and volunteers are additional insureds** with respect to Contractor's services provided under this Contract. The endorsement must be in a format acceptable to Deschutes County. If requested, complete copies of insurance policies shall be provided to the County.

Risk Management review

Date
