



## **Request for Proposals (RFP)**

**for**

### **Goat Grazing Services**

**April 22, 2019**

#### **1. Introduction**

The City of San Rafael (City) hereby requests proposals for professional goat grazing services for our open space regions within the City for the 2019 vegetation management season. This work is intended to mitigate hazards in open space areas by significantly reducing vegetation that fuels wildfires and the subsequent soil erosion and run-off of burned areas.

Requested services include all labor, livestock, materials, and equipment necessary to provide managed goat grazing services to City-owned open space properties within the designated service area. Work must be completed in a professional, thorough and timely manner, in accordance with the standards and specifications as contained in this RFP.

Proposals shall be submitted by businesses that have a capable and demonstrable performance in the type of work described in this Request for Proposals document. In addition, all interested businesses shall have enough readily-available resources, in the form of trained personnel, support services and financial resources, to carry out the work without delay or shortcomings.

The term of the initial contract will be one year. At the City's discretion, the contract may be extended for up to two, one-year terms or terminated if the selected contractor is unable to fulfill the duties described.

Interested businesses are invited to submit proposals in accordance with the requirements of this Request for Proposals (RFP). The proposals shall be sealed and delivered Attn: "Goat Grazing Services RFP" to 111 Morpew Street, San Rafael, California 94901 on or before **May 10, 2019 at 10:00 a.m.**

*The specific requirements set forth in this Request for Proposal document shall be included in the final executed Form of Contract.*

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## 2. Scope of Services

The Contractor shall furnish all labor, livestock, materials, and equipment necessary to provide managed goat grazing services to City-owned open space properties within the designated service area. Services shall be provided as requested by the City of San Rafael, Department of Public Works or the authorized designee.

The City reserves the right to contract for selected services relating to this proposal from any contractor, in part or in whole. The City may select several contractors to provide all necessary services.

## 3. General Requirements:

### a. For purposes of this RFP:

The “**City Representative**” shall refer to the City’s Operations and Maintenance Supervisor, or his or her designee. The terms “**Contract**” shall refer to the contract entered into between City and the selected Contractor.

### b. Management Philosophy:

The Contractor shall take a proactive approach in correcting problems within the Contractor’s span of responsibility and control. Other problems and suggestions for improvements, both short and long term, must be submitted promptly to the City Representative for appropriate action.

### c. Public Image and Etiquette:

All assigned employees must be qualified, trained, and capable of enough verbal and written communication skills for assigned work including effectively communicating with the City Representative, residents, and animal control officers.

Contractor’s employees shall wear proper protective clothing, and their clothing shall bear their business name or be unmarked. When needed, the Contractor’s staff will utilize rain gear, rain boots, safety shoes, and other high visibility and protective equipment. Contractor’s equipment and vehicles shall also be professional in appearance and be well maintained for safe operation. Possession and use of flammable materials are prohibited.

### d. Statement of Work:

This is a single provider per-acre service Agreement for City-owned open space property maintenance services.

The Contractor shall furnish all labor, livestock, materials, and equipment necessary to provide managed grazing services to City-owned open space properties within the designated service area. Services shall be provided as requested by the City of San Rafael, Department of Public Works or the authorized designee.

The scope of services may or may not include subcontractor services. Each subcontractor used on a specific project assignment shall have the written approval of the City prior to proceeding.

The scope of actual work and required completion schedules will vary with each designated open space site to be grazed. The duration of each assignment will vary depending on the size and complexity of each site to be grazed. The City requires all grazing activity on this contract to be completed by August 30, 2019.

### e. Location of Work:

Location of services to be performed is not limited to the sites designated in the Contract, which can be found in Attachment B. At the discretion of the Department of Public Services, additional City-owned parcels may be added to the service area at additional cost to the City at the per acre cost.

**f. Contractor Duties:**

The Contractor shall provide livestock for grazing of vegetation at designated open space sites in the City of San Rafael. The Contractor shall provide Herd Controller and all tools and equipment for the on-site management of animals twenty-four hours a day, seven (7) days a week for the duration of the project.

Contractor shall be responsible for maintaining all animals in good health.

The Contractor shall supply, utilize, and care for animals to graze the designated areas agreed to between the landowner and the Contractor.

The Contractor is completely responsible for and shall pay all costs necessary to ensure the health and safety for the animals and to comply with any applicable federal and state animal health requirements.

All animals will be healthy, well-nourished and free of internal and external parasites, and current on vaccinations for disease prevention. Grazing contractors shall monitor livestock daily. Any sick or injured animals should be treated and removed from the project if necessary. If veterinary care for any animal is required, the Contractor shall be responsible for costs incurred. Any animals that die during this project shall promptly be removed and disposed of off-site by the Contractor.

No pregnant animals shall be used on City property.

The City Representative shall determine locations of the sites to be grazed and approve the grazing schedule.

Grazing shall continue in a timely manner and until all areas identified by the Project Manager have been grazed.

Provision of all tools, equipment, transportation, animals and Herd Controller shall be considered included in the unit price bid per acre and no additional compensation will be allowed for such items.

The Contractor shall be responsible for transportation of animals to and from each location. Contractor shall be responsible for the transportation, trailer and incidentals of Herd Controller.

**The Contractor shall be responsible for the coordination and securing of water access for all livestock during grazing**, including securing a Marin Municipal Water District (MMWD) meter. This may include streams, creeks, ponds, or portable water tanks. Any MMWD costs associated with securing the water source shall be included in the Contractor's unit price bid. The City shall provide guidance to Contractor on the most appropriate water source for each open space location, however the Contractor is responsible for cost of meter fees, water holding structures, etc. for each locations.

**g. Access, and Operation of Open Space**

The Contractor must submit a confirmed schedule for goat grazing to the City Representative at least seven (7) days in advance for all grazing services.

The City shall furnish access to open space sites to assist in carrying out each specific project assignment. City will provide keys necessary for accessing open space preserves which must be returned upon completion of the project after each season. The City shall cooperate in every way possible in the execution of the work without undue delay. The Contractor will be required to notify the City of any deficiencies that are discovered.

The Contractor and its employees act as an agent of the City of San Rafael and represent the City in the performance of their work. Only Contractor's employees are allowed on City premises where work is being performed. The City shall have the right to have the Contractor remove employees from assignment to City owned property that are deemed incompetent, careless, insubordinate, or in any way objectionable, or any personnel whose actions may be contrary to the public interest, create a risk of liability to the City, or whose actions are inconsistent with the best interest of the City.

**h. Repairs and Corrective Actions:**

Any private property or City property damaged during the performance of the work under this contract shall be reported promptly to the City Representative, and shall be rectified in an approved manner back to its condition prior to damage, at the Contractor's expense, within 72 hours.

Any hazardous conditions noted, or seen, by the Contractor that have occurred by any means other than during the performance of the Contractor's work, whether by vandalism or any other means, shall be promptly reported to the City Representative. The Contractor is responsible for securing any immediate hazards with caution tape, safety cones, and/or barricades until a City Representative arrives to the location.

**i. Safety**

Contractor agrees to perform all work outlined in the Contract in such a manner as to meet all accepted standards for safe practices during the maintenance operation and to safely maintain stored equipment, machines, and materials or other hazards consequential or related to the work; and agrees additionally to accept the sole responsibility for complying with all City, County, State or other legal requirements including, but not limited to, full compliance with the terms of the applicable O.S.H.A. and CAL E.P.A. Safety Orders at all times so as to protect all person, including Contractor's employees, agents of the City, vendors, members of the public or others from foreseeable injury, or damage to their property.

The Contractor shall provide portable electric fencing, water troughs and water for animals. Contractor may be required to provide double portable electrical fencing for some locations. All electric fences must follow California Food and Agricultural Code Sections 17150-17153 concerning Electrified Fences.

Contractor shall cooperate fully with City in the investigation of any accident, injury or death occurring on City property, including a complete written report thereof to the City Representative within twenty-four (24) hours following the occurrence.

**j. Traffic Control**

If traffic is to be detoured for the safe transportation of the livestock, detour plans must be submitted and approved by the City Representative prior to starting work. Contractor, at its own expense, shall ensure proper signage, as approved by the City Representative, during lane closures. Traffic Control may include: lights, flares, signs, temporary railings, flag person(s), or other devices as required by the City Representative.

It shall be the Contractor's responsibility to post no parking areas as required to perform work. Barricades can be provided by the City, if available, for pickup at the City

Corporation Yard. Arrangements for signs and barricades can be made by verbal or written request to the City Representative five working days in advance of the need for signs and barricades.

Full compensation for conforming to the requirements of this Section including Traffic Control shall be considered as included in the contract prices paid for the various items of work and no separate payment shall be made therefor.

**k. Adjacent Properties**

Adjacent property and improvements shall always be protected from damage and intrusion during the execution of the work embraced herein. Any damage to adjacent properties shall be repaired or replaced by the Contractor at its sole expense. Work shall be carried out in a manner to avoid all conflicts with use of and access to adjacent properties.

The Contractor shall be responsible for installing temporary fencing around the entire perimeter of each active grazing site within the open space areas to contain the grazing animals and to protect adjacent properties.

**l. Invoicing and Progress Reports**

Contractor shall invoice the City monthly in a form approved by the City Representative. Invoicing shall include a detail of costs for work performed during the payment period, a summary of current invoice amounts, previous payments, and total payments to date. The Contractor shall provide a progress report (Attachment C) for each location of grazing.

**m. Payment and Inspection**

Payment will be made for work satisfactorily completed as called for in the Contract. The City Representative shall inspect and notify the Contractor of any unsatisfactory work. Contractor or Contractor's representative shall meet with a representative from the City as requested by the City, during the life of the Contract, in order to inspect work performed.

Full compensation for conforming to the work of these specifications shall be considered as included in the Contract unit prices, and no further payment shall be made thereafter.

The Contract unit prices shall include full compensation for furnishing all labor, travel time, materials, tools, equipment, livestock, and incidentals, and for doing all the work involved in completing the work as specified herein, and as directed by the City.

**n. Differing Site Conditions**

During the progress of the work, if latent physical conditions are encountered at the site differing materially from those indicated in the Contract, or if unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the Contract are encountered at the site, the party discovering such conditions shall promptly notify the City Representative in writing of such specific differing conditions before they are disturbed and before the affected work is performed. Upon notification, the City Representative will investigate the conditions, and if the City Representative determines that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of the work under the Contract, an adjustment will be made and the Contract modified in writing accordingly.

The City Representative will notify the Contractor of his determination if an adjustment of the Contract is warranted in writing. No Contract adjustment which results in a benefit to the Contractor will be allowed unless the Contractor has requested such in writing. No

Contract adjustment will be allowed under provisions specified in this section for any effects on unchanged work.

**o. Adjustment in Scope or Quantity of Work**

If City gives reasonable notice to Contractor, City may propose in writing changes to Contractor's work within the Scope of Services described. If Contractor believes any proposed change causes an increase or decrease in the cost, or a change in the schedule for performance, of the services, Contractor shall notify City in writing of that fact within five (5) days after receipt of written proposal for changes. Contractor may also initiate such notification, upon identifying a condition which may change the Scope of Services as agreed at the time of execution of the Contract covering such Scope of Services. When and if City and Contractor reach agreement on any such proposed change and its effect on the cost and time for performance, they shall confirm such agreement in writing as an amendment to the Contract. In the event the Parties cannot reach agreement as to the proposed change, at the City's sole discretion, the City may terminate the agreement and solicit new request for proposals with the proposed scope of service changes included. All work performed and completed prior to termination, within the original scope of services will be paid to the Contractor at the previously agreed upon rate.

City shall not be liable for payment of any changes in this section, nor shall Contractor be obligated to perform any such changes, except upon such written amendment or supplement; provided that if, upon City's written request, Contractor begins work in accordance with a proposed change, City shall be liable to Contractor for the amounts due with respect to Contractor's work pursuant to such change, unless and until City notifies Contractor to stop work on such change.

**4. Work Schedule**

**Goat Grazing** shall be scheduled with the City Representative and must be performed within the prescribed amount of time.

It will be necessary to perform some of the assignments on weekends (Saturdays and Sundays) or during nighttime hours.

**5. Labor**

The Contractor shall have experience performing goat grazing services for other California public agencies over the past three (3) years.

The City has the right to determine crew size for all City work assignments.

If the Department of Industrial Relations (DIR) makes a determination that prevailing wage is required per Section 1770 of the Labor Code of the State of California, all proposing contractors must comply with the Prevailing Wage terms as outlined below.

Pursuant to Section 1770 of the Labor Code of the State of California, the City of San Rafael has ascertained the general prevailing rate of per diem wages and rates for legal holiday and overtime work in the locality where the work is to be performed for each craft or type of workers or mechanics needed to perform the contract that will be awarded to the successful Bidder. The prevailing rates so determined by the City are on file in the office of the City Clerk, and copies are available to any interested party on request.

No contractor or subcontractor shall be qualified to bid on or be listed on a bid proposal for a public works project unless currently registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project and no contractor or subcontractor may engage in the performance of a public works contract, unless currently registered with the DIR pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the DIR.

Copies of the Contractor's certified payroll shall be submitted to the City within fourteen (14) days of the work performed. Certified payroll shall also be submitted electronically to DIR in accordance with all DIR requirements.

## **6. Equipment**

It will be the responsibility of the Contractor to provide all equipment, livestock, and labor as necessary to perform the work described in these documents in a safe, efficient, and legal manner. All equipment, vehicles, and tools must be kept in a clean and safe condition as directed by OSHA at all times during the Contract. All vehicles that are used by the Contractor shall have the Contractor's company name, logo, and vehicle number on it.

If the contractor is unable to consistently provide the necessary equipment or livestock to perform the work, it will be deemed to be a breach of the Contract.

## **7. Grazing Standards:**

Eighty-Five percent (85%) of vegetation up to five (5) feet high shall be grazed unless directed to do less by the Project Manager or its designee to ensure that overgrazing does not occur. Enough vegetation shall remain to prevent soil erosion.

Contractor's Herd Controller shall protect and prevent grazing of all native and other desirable plant species identified by the Project Manager or its designee.

## **8. Non-City Maintained Parcels**

The Contractor shall NOT perform any work on non-City maintained parcels without the direction from the City Representative. The Contractor shall NOT perform work for adjacent property owners; all inquiries to this effect shall be forwarded to the City Representative.

## **9. Insurance Requirements**

The City requires contractors to obtain and maintain insurance throughout the contract term. The required insurance certificates must comply with all requirements described below and must be provided with the Contract or in such other manner as may be requested by the City.

During the term of this Contract and any extension thereof, the Contractor shall obtain and thereafter maintain at least the minimum insurance coverage as set forth below:

- a. Worker's Compensation: Statutory Limits;
- b. Commercial General Liability: \$2,000,000 combined single limit; and
- c. Commercial Automobile Liability: \$1,000,000 combined single limit.

All insurance required hereunder shall:

- a. Provide that it is primary to and not contributing with, any policy of insurance carried by City or Landowner covering the same loss;
- b. Include an endorsement providing that written notice shall be given to Landowner at least thirty (30) days prior to termination, cancellation, or reduction of coverage in such policy. (10 day non-payment is OK)



- c. Include an endorsement waiving all rights of subrogation against City and Landowner;
- d. Include an endorsement in substance and form satisfactory to City, naming City and Landowner as an additional insured; and
- e. Be procured from companies that are licensed in the State of California and that are reasonably acceptable to City.

Contractor shall provide City with a certificate of insurance evidencing that Contractor has obtained all insurance required under this Contract prior to commencement of any work or activity at the Grazing Site.

The amount of coverage of insurance obtained by Contractor pursuant to these Contract requirements shall not limit Contractor's liability nor relieve Contractor of any obligation or liability resulting from activities related to this Contract.

## **10. Proposal Requirements**

The proposal shall be concise, well-organized, and demonstrate an understanding of and ability to perform the proposed Requirements as outlined in this Request for Proposals document. The proposal shall consist of:

- Cover letter signed by the Contractor which includes the following information:
  - The name, address and phone number of the Contractor's contact person for the remainder of the selection process.
  - Any qualifying statements or comments regarding the proposal, Contractor's approach to the work, and all the information responsive to the criteria specified in the RFP the proposed Agreement.
  - Summary and definitive information regarding licenses, certifications, company experience, and qualifications.
  - Identification of subcontractors and their responsibilities.
- Attachment A – Bid Items
- List of key personnel (name, position, experience at position, employer, and dates of employment) available to respond under the Contract.
- List of equipment (description, quantity, make, model, year, and condition) and livestock available for use under the Contract.

Proposals shall be submitted in hard copy only to the address listed below, on 8.5 x 11" paper. All fonts must be size 11pt, and the full length of the proposal may not exceed 30 pages one-sided.

Proposals are to be submitted in sealed packages and clearly marked with the name of the Contractor, the Contractor's address and "City of San Rafael Goat Grazing Services". Proposals received after the time and date specified will be rejected and returned unopened to the proposer. Failure to adhere to these specifications may be cause for rejection.

Proposals shall be sealed and delivered Attn: "Goat Grazing Services RFP" to 111 Morphew Street, San Rafael, San Rafael, California 94901 on or before **10:00 a.m., on May 10, 2019.**

## **11. Bid Award Process**

The City will award one contract for *Goat Grazing* to the lowest responsive and responsible bidder, provided that the Bidder is determined to be qualified based on the requirements listed herein.

In order to be determined responsive, a Bidder must respond to all requested information and supply all information required in this RFP. Any bid may be rejected if it is conditional, incomplete, or contains irregularities. Minor or immaterial irregularities in a bid may be waived. Waiver of an irregularity shall in no way modify this RFP nor affect recommendation for award of the Contract.

## **12. RFP Addenda**

All requests for clarification for this RFP must be made in writing. The City will only respond to written questions from contractors. The City will not respond to verbal questions submitted by telephone or in person.

All questions relating to the RFP shall be presented at least 96 hours prior to the due date to the following address:

City of San Rafael Department of Public Works  
Attn: Mark Wright  
111 Morpew Street  
San Rafael, CA 94901  
or Email address: [mark.wright@cityofsanrafael.org](mailto:mark.wright@cityofsanrafael.org)

All addenda will be posted to the City's website and emailed to known RFP holders. By submitting a proposal, the proposer affirms that they are aware of any addenda and have prepared their proposal accordingly. No allowances will be made for a proposer's failure to inform themselves of addenda content.

## **13. Attachments**

Attachment A – Bid Items List

Attachment B – City of San Rafael Goat Action Plan 2019

Attachment C—Progress Report