

Climate Ready Rangeland at Cerro Alto Ranch

Selection Notice

Bid Title **Climate Ready Rangeland at Cerro Alto Ranch**
Bid Start Date **August 10, 2015 12:00:00 PM PST**
Bid End Date **August 28, 2015 4:30:00 PM PST**
Bid Contact **Nicole Smith**
805-772-4391; nsmith@coastalrcd.org

Pre-Bid Site Visit **August 20, 2015 9:00:00 AM PST **Attendance is mandatory****

Location: **Meet at the barn at 2710 Turri Road, approximately 2.8 miles east of South Bay Boulevard, Morro Bay and 2.4 miles northwest of Los Osos Valley Road, San Luis Obispo, CA.**

Directions from Morro Bay: **From South Bay Boulevard, take a left onto Turri Road, travel 2.8 miles.**

Directions from SLO: **From Los Osos Valley Road, take a right onto Turri, travel 2.4 miles.**

Description

Furnish all labor, tools, and equipment to conduct the treatment prescriptions related to compost hauling and spreading on rangeland as part of the Climate Ready Rangeland at Cerro Alto Ranch Project, San Luis Obispo County, CA.



Funding for this project has been provided in full or in part through an agreement with the California Coastal Conservancy under the Proposition 84 – Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006. The contents of this document do not necessarily reflect the views and policies of the California Coastal Conservancy, nor does mention of trade names or commercial products constitute endorsement or recommendation for use.

Climate Ready Rangeland at Cerro Alto Ranch

funded through a grant from the
California Coastal Conservancy's Climate Ready Program

INVITATION FOR BID SELECTION PACKAGE

Plans and Specifications

August 10, 2015

Project administered by:

Coastal San Luis Resource Conservation District (CSLRCD)
1203 Main Street, Suite B
Morro Bay, CA 93442
(805) 772-4391



NOTICE TO BIDDERS

Documents: All documents can be found at <http://coastalrcd.org/> under Upcoming Events and What's New.

Bid process: No bid will be considered unless it is made in accordance with the "Instructions to Bidders." Bids must be submitted for the entire work as described herein. CSLRCD reserves the right to waive any irregularity in a bid or to reject any or all bids. The successful bidder will be required to execute a contractual agreement in the form of a "General Contract for Service" with CSLRCD. Bond requirements apply for contracts exceeding \$20,000.

Estimated Cost of Project: \$21,000

Experience Required: Contractor shall demonstrate significant experience (> 1,000 hours) on the type and size class of equipment they will operate in performing erosion control and soil amendment activities, including 500 hours operation on steep terrain. The project is on rangeland with terrain up to 20% slope. Estimated Project Construction Window is September 1, 2015 through October 15, 2015.

The bidder agrees to complete all work within the contracted deadline unless an extension is approved in writing. A mandatory pre-bid site visit will be held at 9 am, on Thursday, August 20, 2015. Contractors are to meet at the barn, located off 2710 Turri Road, approximately 6 miles east of Morro Bay and 10 miles west of San Luis Obispo. **Attendance is mandatory. Prime contractor or one of his/her permanent authorized employees must attend pre-bid site visit.**

Interpretations during bidding: All questions pertaining to the bid process or the content of this Request for Bid must be made during the mandatory pre-bid site visit OR in writing via email to Nicole Smith, Conservation Program Manager at: nsmith@coastalrcd.org

All questions will receive a response onsite during the pre-bid tour or within three (3) business days. The question and its response will be posted (anonymously) on the Coastal San Luis Resource Conservation District website (<http://www.coastalrcd.org>) as an addendum to the RFB. The CSLRCD reserves the right to determine the appropriateness of comments/questions that will be posted on the website. The CSLRCD may modify the RFB prior to the date set for its receipt of comments, by issuance of amendments. Amendments will be clearly marked as such. Each amendment will be numbered consecutively and will become part of this RFB.

Any Contractor who fails to receive such amendments shall not be relieved of any obligation under this quotation as submitted. No oral or written statements made by CSLRCD staff shall be considered an amendment to this RFB unless the statements are contained in a written document identified as a written amendment to this RFB.

No bid will be considered unless it is made in accordance with the instructions provided herein.

Bids must be submitted for the entire work as described herein. CSLRCD reserves the right to waive any irregularity in a bid or to reject any or all bids.

The successful bidder will be required to execute a contractual agreement in the form of a "General Contract for Services" with CSLRCD.

Work shall not begin until each contractor has furnished a performance bond in favor of the CSLRCD in the following amounts: for faithful performance, one hundred percent of the contract value; and for labor and materials, one hundred percent of the contract value. This requirement shall not apply to any contract for less than \$20,000. Any bond furnished under this section shall be executed by an admitted corporate surety insurer licensed in the State of California.

The costs of preparation and delivery of the bid proposal are solely the responsibility of the Bidder. By submitting a proposal, the Bidder agrees that it will not bring any claim or have any cause of action against the CSLRCD, Jeffrey Buckingham Family Trust or the California Coastal Conservancy based on any misunderstanding concerning the information provided herein or concerning the CSLRCD's failure, negligent or otherwise, to provide the Bidder with pertinent information as intended by this Request for Proposal.

All bids must be submitted to:

Coastal San Luis Resource Conservation District (CSLRCD)

Bids can be submitted by Mail AND/OR Electronically:

Coastal San Luis RCD

Attn: Nicole Smith

1203 Main Street, Suite B, Morro Bay, CA 93442

nsmith@coastalrkd.org

All bids will be read for performing the work as follows: Furnish all labor, tools, and equipment to conduct the treatment prescriptions related to compost hauling and spreading on rangeland as part of the Climate Ready Rangeland Project, San Luis Obispo County, CA and in accordance with the specifications included herein and that may be issued prior to the bid closing date.

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INSTRUCTIONS TO BIDDERS

Introduction

This project is being administered by Coastal San Luis Obispo Resource Conservation District (CSLRCD) with grant funds from the State Coastal Conservancy's Climate Ready Grant (Proposition 84) and the Natural Resource Conservation Service.

This project is part of an on-going effort that will improve water quality and aquatic habitat in Morro Bay and its surrounding watershed. The project will demonstrate a variety of effective rangeland best management practices to cope with climate change at the ranch scale. Proposed practices will buffer against climate change impacts and help maintain the viability of the agricultural operation in the face of reduced water supply, increasing temperatures, and greater variability in weather events.

The project will be completed in cooperation with and on property managed by Jeffrey Buckingham Family Trust. The objective of the project is to apply 1,400 cubic yards of compost on a minimum of 20 acres of rangeland. Project implementation measures will follow Natural Resource Conservation Service (NRCS) Standards.

The project team is seeking competitive bids to haul and spread compost on a rangeland property (Appendix A) in September 2015. We seek to receive bids from contractors who can demonstrate relevant experience.

Project Location

The Project Area is located at 2710 Turri Road, San Luis Obispo, CA (APN 067-021-002) (Appendix A) and includes (2) treatment areas.

Scope of Work

The selected contractor will haul 1,400 cubic yards (approx. 700 tons) of compost from the California Polytechnic State University's Compost Facility off Mt Bishop Road to the project site at 2710 Turri Road, San Luis Obispo (Appendix A), and spread compost ¼" – ½" thick over a minimum of 20 acres (at 2 treatment areas). Application will follow the Design & Specifications (Appendix B). It is approximately 11 miles between the Cal Poly Compost Facility and compost application site.

Compost will be purchased by the CSLRCD, and therefore its cost does not need to be included in the bid; only hauling costs and application costs apply.

Because this project is funded and designed by State and Federal organizations, the selected contractor must follow the implementation guidelines and permitting requirements specific to the Project. CSLRCD must approve of any changes to the work plan.

Layout and inspection will be provided by CSLRCD. Cal-OSHA safety requirements shall be in effect during all construction.

Permitting

Construction must be completed in accordance with local, state and federal permits. Contractors must have copies of permits on site at all times. The project partners will have obtained necessary permits and CSLRCD will provide copies to the selected contractor in the construction binder.

Labor Compliance

Work done under this grant agreement is subject to the prevailing wage and other related requirements of the California Labor Code, Division 2, Part 7, Chapter 1, sections 1720-1861. The contractor shall be a registered contractor at the Department of Industrial Relations and shall pay prevailing wage to all persons employed in the performance of any part of the project and otherwise comply with all associated requirements and obligations.

Required Bonds

The selected contractor shall provide a performance bond in favor of the CSLRCD in the following amounts: for faithful performance, one hundred percent (100%) of the contract value; and for labor and materials, one hundred percent (100%) of the contract value. This requirement shall not apply to any contract for less than \$20,000. Any bond furnished under this section shall be executed by an admitted corporate surety insurer licensed in the State of California.

CSLRCD wishes to know the cost for project bonding; the cost must be included on the bid detail. However, bonding costs cannot be a line item, but must be embedded in overall project costs.

The selected contractor shall supply a lien release corresponding to the work invoiced.

Lump Sum Contract

This contract is a lump sum contract, meaning the selected contractor cannot be paid over the sum not to exceed without a change order from CSLRCD.

Insurance

Contractor agrees to maintain a policy of Workers' Compensation insurance as required by law.

Contractor agrees to maintain a policy of General Liability insurance in the minimum amount of \$2,000,000 per occurrence and in the aggregate. The certificate of insurance shall name CSLRCD, and its directors and employees, Cal Poly State University and CSU Board of Trustees as additional insured, insofar as the operations under this Agreement are concerned.

Contractor agrees to maintain a policy of Commercial Auto liability insurance in the minimum amount of \$1,000,000 per accident for bodily injury and property damage. The certificate of insurance shall name CSLRCD, and its directors and employees, Cal Poly State University and CSU Board of Trustees as additional insured, insofar as the operations under this Agreement are concerned.

Contractor agrees to maintain a policy of Professional Liability insurance. Contractor agrees this coverage will be maintained without interruption for the duration of this Agreement and for three (3) years after completion of services or termination.

Contractor shall obtain all insurance coverage through companies licensed in California, Best Rating B+: VII or better, and acceptable to CSLRCD. Contractor shall furnish to CSLRCD Certificates of Insurance evidencing compliance with the insurance requirements herein prior to beginning the work. The certificates shall provide for at least 30 days prior written notice to CSLRCD of any cancellation, non-renewal or relevant reduction of coverage. Contractor shall maintain coverage uninterrupted for the duration of this Agreement unless otherwise stated above.

Inspection of Equipment

The Contractor is responsible for having the equipment in sound and tight mechanical condition (NO HYDRAULIC, FUEL OR OIL LEAKS) at all times during the course of this contract. Landowners and CSLRCD reserve the right to inspect all prospective equipment prior to a contract award, require the contractor to replace unsatisfactory equipment and/or cancel this contract at any time. Upon a contract award, the Contractor shall have a two (2) day grace period to replace or repair faulty equipment.

Operation and Maintenance

The Contractor shall furnish all fuel, lubricants and make repairs at his/her own expense including labor, material, parts and other expenses to maintain the equipment and its appurtenances in good repair. Neither project partners nor CSLRCD shall be responsible for wear and tear on the equipment or its appurtenances, or for loss or damage to the equipment arising from the performance of this contract.

Daily Records

Operators shall be required to maintain accurate daily records in ¼ hour increments of time spent on construction tasks. Number of gallons used for transportation and spreading equipment will be tracked.

Inspections

All work performed on this project shall be subject to regular inspection. CSLRCD and/or land managers shall conduct inspections regularly and at project completion. In addition to inspecting the progress of work, CSLRCD and project partners will also ensure that no fish or other animals are being impacted by construction activities and that water quality standards are being met and sediment is not entering the watercourse.

Special provisions

Nondiscriminatory Hiring Practice

Equal Employment Opportunity mandates non-discriminatory practices in hiring, firing, and all other aspects of employment. The CSLRCD strives to create a process by which contractor selection is made regardless of race, gender, physical or mental status, sexual orientation, and ethnic or cultural background. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin.

Taxpayer Identification Number

California Public Contract Code Section 10518 requires Contractor who enters into a contract with the CSLRCD to list their Taxpayer Identification Number (Federal Employer Identification Number or Social Security Number, if applicable) on each contract. The number shall remain unchanged regardless of future name changes.

Employer Identification Number

Pursuant to the Federal Privacy Act of 1974, and the California Information Practices Act of 1977 you are hereby notified that disclosure of your social security number and/or your Employer Identification Number is required pursuant to Section 6109, 6011 and 6051 of Subtitle F of the Internal Revenue Code and pursuant to Regulation 4, Section 404, 1256, Code of Federal Regulations, under Section 218, Title II of the Social Security Act, as amended. The social security number is used to verify your identity. The principal uses of the number shall be to report payments and income taxes withheld to Federal and State governments.

Equipment Safety

Contractors shall take all necessary precautions to protect their equipment. Project partners and CSLRCD are not responsible for any damage or vandalism that may occur to Contractor's equipment, vehicles or camps.

Sensitive Resources

There may be sensitive sites located within the project area or work location. If resources are discovered, all work that could damage or destroy these resources shall be suspended. Project partners and their Representative reserve the right to halt construction work at that location for up to 48 hours, or more, pending an investigation by a qualified professional. This person shall inspect the work site to determine the nature and significance of the resource materials, and if he or she deems it necessary, develop appropriate mitigation measures.

Fire Season Requirements

The provisions set forth below outline the lines of responsibility for fire prevention and suppression activities. The contract area is delineated by the map in the RFB. The provisions set forth below also specify conditions under which contract activities will be curtailed or shut down. The Contractor shall take all steps necessary to prevent his/her employees, subcontractors and their employees from setting fires, and shall be responsible for preventing the escape of fires set directly or indirectly as a result of contract operations, and shall extinguish all such fires which may escape.

Landowner Access Requirements

The provisions set forth below outline the lines of responsibility for coordinating access to each of the participating landowner's properties. The project area is delineated by landowner in the map in the RFB. The provisions set forth below also specify conditions under which contract activities will be curtailed or shut down.

1. Jeffrey Buckingham Family Trust

- Vehicles travel at 10Mph or less on the ranch roads. This is very important since large vehicles traveling fast tear up the roads.
- Any gates should be left in the condition they are found. If the gate is closed it must be opened and closed immediately behind the vehicle since there are animals on the ranch that are moved from pasture to pasture frequently. Every effort will be made to move animals away from work areas so that gates can be left open.
- There is no access to Hollister Peak under any circumstances – The Peak is an ecological reserve and no one is permitted to climb the Peak.

2. California Polytechnic State University

- Covers must be used on trailers during compost hauling.

Request for Bid Process

The RFB process will consist of submitting the following:

- Project Narrative on proposed approach
- Qualifications and experience on similar projects
- Bid in line with the selection criteria below
- 2 references from clients

Bids missing this information will be regarded as non-responsive and may be rejected.

Bidders must attend a field meeting to facilitate completion of the required summary sheet.

The field meeting will be scheduled for August 20, 2015. Bidders must contact Nicole Smith (805-772-4391 / nsmith@coastalrcd.org) at CSLRCD by August 17, 2015 to express interest in bidding on this project and to receive information regarding the field visit.

After the Bids have been submitted, a committee will review the responses and may schedule an interview with up to three of the contractors. Once a contractor is selected, the contractor and CSLRCD will enter into a General Contract for Services prior to implementation of the Project.

Contractor Information and Qualifications

Qualified contractors will have demonstrated experience that clearly establishes their expertise.

A qualified contractor must demonstrate:

- Experience in soil amendment application
- Willingness and ability to work closely with project partners and CSLRCD staff to discuss the project, design, and installation.
- Ability to follow permit guidelines and to stay within construction schedule.
- Appropriate contractor licensing and/or other credentials.

Bid Sheet

The contractor will be given an opportunity to visit the site, meet the project partners, and ask questions regarding project implementation prior to preparing their Bid. The completed Bid must include total cost of project plus itemized detail for hauling and application with labor and equipment rates.

Contractor(s) Selection Criteria and Notification

Bids missing any of the above information will be regarded as non-responsive and may be rejected. After the responses to the RFB have been submitted, responses from all Contractor(s) will be evaluated by a selection committee, comprised of staff from NRCS, CSLRCD, and the landowner based upon the following criteria:

- Experience, credentials, and qualifications of the contractor
- Cost and Detail of Bid Sheet
- Current contractor's license in good standing
- Demonstrated record of success on prior work
- Availability of contractor to perform work in the timeframe given
- Proposed method of work
- Demonstrated knowledge of local conditions
- Information obtained from references
- Willingness to work with CSLRCD's record keeping and invoicing process
- Demonstrated ability to cooperate with CSLRCD and project partners
- Ability for the contractor to provide the required insurance coverage and bonds

Selection will be made on the basis of the bids as submitted, although the project team reserves the right to interview applicants as part of the selection process. The project team reserves the right to award the contract to the company who presents the bid which in their judgment best accomplishes the desired results, and shall include, but not be limited to, a consideration of the Bid fee. The proceedings of the Review Committee are confidential, and members of the Review Committee are not to be contacted by the bidders.

Additional preferences include:

Local Vendor Preference

The project team has established a local vendor preference. When quality, service, and other relevant factors are equal, responses to Requests for Bids will be evaluated with a preference for local vendors.

A "local" vendor preference will be approved as such when, 1) The vendor conducts business in a fully staffed office with a physical address within the County of San Luis Obispo; 2) The vendor holds a valid business license issued by the County or a city within the County; and 3) The vendor has conducted business at the local address for not less than six (6) months prior to the due date of this Request for Proposal.

Proposals received in response to this Request for Bid will be evaluated by the Review Committee considering the local vendor preference described above when quality, service and

other relevant factors are equal. The burden of proof will lie with proposers relative to verification of "local" vendor preference. All bids should include, 1) name of local agency which issued license; 2) License number; 3) Business name; 4) authorized individual and title.

Small Business Preference

The project team has established a small business preference. When quality, service, and other relevant factors are equal, responses to Requests for Proposals will be evaluated with a preference for small business vendors certified by the state of California (<http://www.bidsync.com/DPXBisCASB?ac=publicsearch>).

Projected Project timeline (*subject to change*)

- August 10 RFB Released
- August 17 Bidders email nsmith@coastalrcd.org to express interest
- August 20 Bid Tour
- August 28 Bids due to CSLRCD by close of business (4:30 PM)
- September 4 Contract is awarded
- September 2015 Construction

Professional Service Agreement/Contract

Once a contractor is chosen, CSLRCD will draw up a "General Contract for Services" or describing the terms of agreement for completion of the Project. In addition to other terms, the contractor will be asked to demonstrate that they have appropriate insurance coverage including workers compensation, general liability insurance (not less than \$2,000,000), professional liability insurance (not less than \$1,000,000), and comprehensive automobile liability insurance (not less than \$1,000,000); and be willing to agree to an invoicing and payment procedure as required by the State and Federal funding agencies, which is in arrears and may be more than 90 days after submittal of an approved invoice.

Bid Proposal Submittal

Please submit two (2) hard copies of your proposal to CSLRCD, attention CSLRCD representative, at Address provided. Or, submit one (1) electronic copy of your proposal to CSLRCD, attention CSLRCD representative at email provided. **All materials must be physically delivered to the CSLRCD office or be electronically submitted by August 28, 2015 by 4:30 PM PST.** Any form of late submittal will not be accepted.

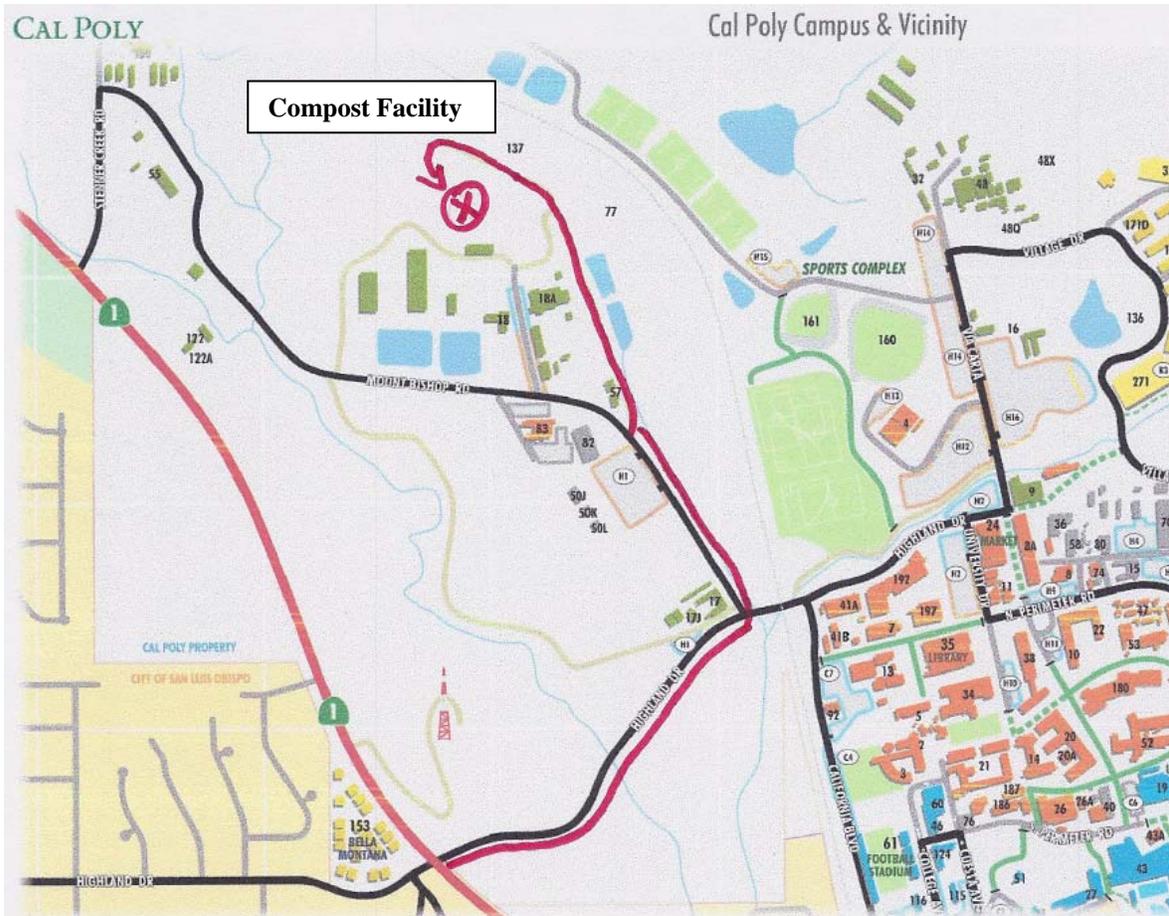
All submittals shall become the sole property of CSLRCD. The selection committee reserves the right to reject any or all submittals received and to request additional information as deemed necessary and appropriate. CSLRCD may contact Contractor(s) to clarify items contained in their submittal.

Contact

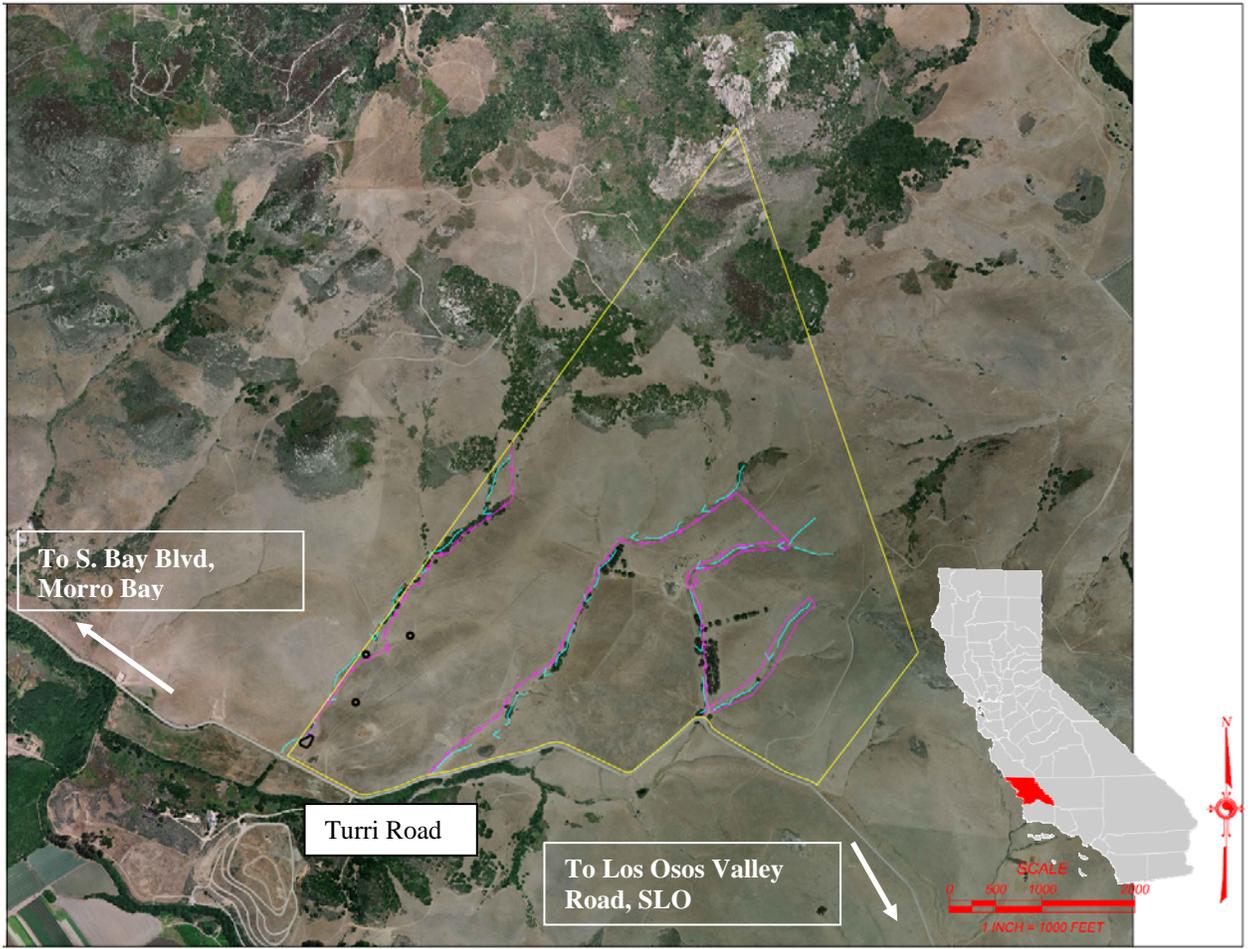
Nicole Smith, Conservation Programs Manager
nsmith@coastalrcd.org; 805-772-4391

Appendix A: Maps

Vicinity Map for Compost Pick up

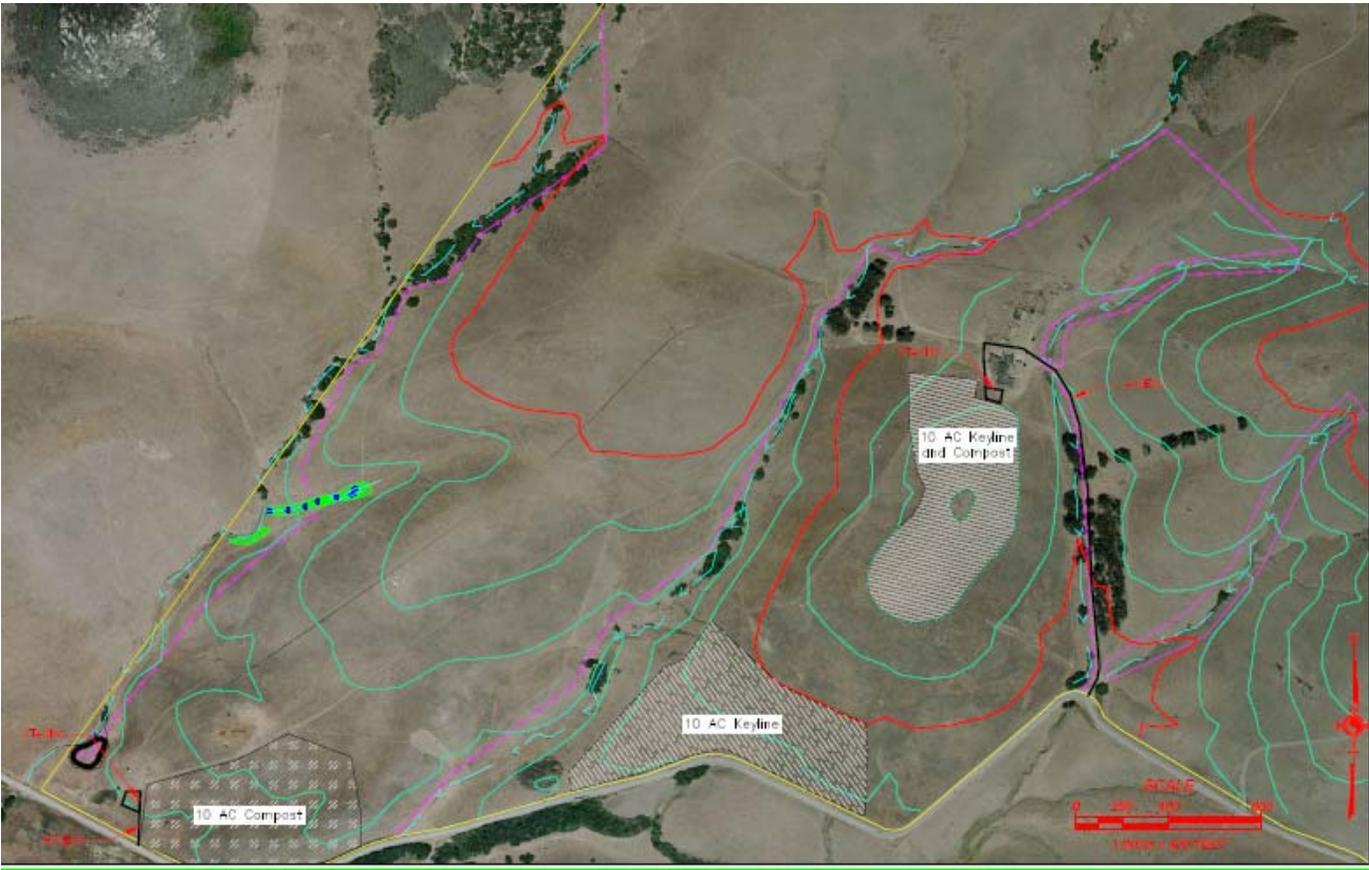


Vicinity Map for Compost Application



Appendix B: Designs & Specifications

Map of Application Areas



Access is through 2 gates off Turri Road.