

# **REQUEST FOR PROPOSALS FOR GOAT GRAZING SERVICES**

Review and site tours with District representatives

On January 4, 2016

January 5, 2016

January 11, 2016

PROPOSALS DUE JANUARY 27 2016

RELEASED DECEMBER 8<sup>TH</sup> 2015

East Bay Regional Park District Fire Department  
2950 Peralta Oaks Court  
Oakland, Ca 94605-0381

## I. NOTICE REQUESTING PROPOSALS FOR GRAZING SERVICES

NOTICE IS HEARBY GIVEN THAT East Bay Regional Park District will receive proposals for grazing services to accomplish management of vegetation for fuel break purposes at a number of sites on District parklands. Proposals must be submitted to East Bay Regional Park District at 2950 Peralta Oaks Court, Oakland, California, 94605-0381 on or before 3:00 p.m. on January 27, 2016. Proposals must be submitted on prescribed forms.

East Bay Regional Park District reserves the right to reject any and all proposals, modify the terms of this Request for Proposals either before or after the deadline for submission of proposals, negotiate with one or more of the proposers, call for additional proposals, or refrain from accepting any proposals.

Proposals shall be submitted on the accompanying proposal forms, with attachments, and shall conform to the requirements set forth in these Instructions. Failure to complete any portion of the proposal forms with attachments may be cause for rejection of the proposal.

District will make its selection based on a number of criteria and not solely on the lowest cost proposed. Selection criteria will include:

- a. The best match of grazer to project needs, including experience, staffing, etc.
- b. The best match of grazer's availability to meet District timing needs.
- c. The best match of herd size and composition to meet fuel reduction, habitat, and long-term vegetation conversion objectives.

Proposers must be prepared to make all determinations of feasibility necessary to complete the entire grazing program.

Please be certain that your proposal is complete and is delivered to the receptionist at 2950 Peralta Oaks Court, Oakland, California 94605-0381 on or before 3:00 p.m. on January 27, 2016. Under no circumstances will proposals be accepted after that time.

Should you have any questions regarding this matter, please call Fire Captain Brain Cordeiro at (510) 690-6605.

## II. REQUEST FOR PROPOSALS

### GRAZING SERVICES ON EAST BAY REGIONAL PARK DISTRICT LANDS FOR FIRE HAZARD MITIGATION PURPOSES

#### A. INTRODUCTION

East Bay Regional Park District is seeking an experienced goat grazing operator who will provide fuel break goat grazing services at a number of sites on District parklands. The District will enter into a Vegetation Management Agreement with the selected grazing operator for a three year term beginning March 1, 2016. Grazing sites include current fuel break areas in the East Bay Hills and other year-round grazing areas throughout the District. Transportation of the goats to each site shall be included in the bid cost.

**Parties interested in competing for this work must submit proposals in accordance with the instructions contained herein.**

#### B. SETTING

Current Fuel Break Areas:

The term of this Agreement shall commence upon March 1, 2016 and continue thereafter until December 31, 2019, at which time and at the discretion of the Park District an option for two-one year renewals will be considered for each year during the term of the contract by September 1<sup>st</sup>.

Summer focus grazing shall be completed between March 15<sup>th</sup>, ending September 30<sup>th</sup> of each year during the term of the contract and any subsequent renewals of the contract. The Park District may provide off season grazing sites during winter grazing months for the contractor at no additional costs to the Park District; furthermore, off season grazing sites will be at the discretion of the Park Districts supervision of the Wildland Vegetation Manager. The formal Bid Proposal contains the maps, estimated minimum acreage for each grazing site, and other relevant information for each site in the current Fuel Break areas.

## III. INSTRUCTIONS

#### A. Purpose

This Request for Proposals (RFP) provides all potential grazers with relevant information, a proposed Contract for Services Class C, and the necessary forms required to submit a proposal for grazing services.

## B Procedures

Proposals must be submitted according to these instructions. Sealed proposals will be received by the receptionist at 2950 Peralta Oaks Court, Oakland, California 94605-0381, until 3:00 p.m. on January 27<sup>th</sup>. At this time, all proposals will be publicly opened. The opening will be followed at some subsequent time by an evaluation and recommendation by District.

1. Instructions for Submitting Proposals. All proposals must be submitted in a sealed envelope bearing on the outside the name of the Proposer, its address, the date for the opening of the proposals, and the words "Fire Management Grazing Services." If forwarded by mail, the sealed proposals must be enclosed in a larger mailing envelope and received at 2950 Peralta Oaks Court, Oakland, California 94605-0381 on or before 3:00 p.m. on January 27<sup>th</sup> 2016

2. Interpretation of Documents and Addenda. The proposer must carefully examine the requirements and conditions expressed in the attached documents and become fully informed as to the quality and character of site, limitations and infrastructure options, and grazing and operational actions required. If any person planning to submit a proposal finds any discrepancy or omissions from the proposed documents, or has any questions concerning this RFP or his or her proposal, a written request for interpretation must be submitted to Fire Captain Brian Cordeiro at the address shown above. The District is not responsible for any explanations or interpretations obtained in any other manner. Any change or modification to this RFP shall be issued in the form of Addenda to the Request for Proposals. Addenda prepared for this RFP will be mailed to all parties listed as requesting a copy of the RFP at least 5 working days prior to the proposal opening date. This practice shall be observed even if the proposal opening date must be postponed.

3. Site Visitation and discussion with potential grazers. A group discussion and open question and answer session is scheduled for parties interested in submitting proposals on;

Monday January 4<sup>st</sup> at 10:00 a.m. for Block 1

Tuesday January 5<sup>th</sup> at 10:00 a.m for Block 2 and 3

Monday January 11<sup>th</sup> at 10:00 a.m. for Block 4, 5, and 6

The meeting will be held in the Fire Department Conference Room, at 17930 Lake Chabot, Road, Castro Valley, California. Following the meeting a tour of each of the sites will be conducted by District representatives.

4. Withdrawal of Proposals. Proposals may be withdrawn only in person by the proposer or an identifiable representative prior to the time set for the opening of proposals. No proposer shall be permitted to withdraw a proposal after the specified proposal opening time, unless the award is delayed by action of District for a period exceeding 90 days.

5. Rejection if Irregular Proposals. Proposals not meeting the stated minimum terms and qualifications may be rejected by District as non-responsive. District reserves the right to waive any irregularities, technicalities, or informalities in any proposal, and to reject any or all proposals without cause.

6. Review of Proposals. Following the opening, all proposals will be reviewed by District representatives.

C. Required Forms

All proposals shall be submitted as one original and three copies on the forms provided, and in accordance with these instructions. Provided forms should not be modified. Extra sheets may be added to include additional information.

**1. Forms Provided.**

- a. Proposal Bid Form. Proposer shall insert a guaranteed completion date for each East Bay Fire Management grazing site in **column A** and a yearly cost for each site in **column B**, a yearly cost for other year-round grazing sites, a total yearly cost for all sites, and a total cost for the three year term.
- b. Statement of Personal History and Experience. Each proposer shall provide a statement of personal history and experience covering background, knowledge, and hands-on experience in providing grazing services relevant to this project.
- c. Statement of Proposer's Staffing. Proposer shall utilize the attached form to supply the indicated information about each person who will have responsibility for each component of the grazing operation.
- d. Statement of Financial Condition. Proposer shall provide financial information called for in the attached form, including signing the information release form for the bank. Significant weight will be given to such financial information, in terms of understanding the ability of each proposer to handle the financial elements of the contract.
- e. Class C Service Agreement Proposer shall read and understand the entire Vegetation management agreement language, comply with the terms and conditions of the agreement and provide a signature on the last page.
- f. Maps provided to help guide the proposer through the scope of the work and locations needed to complete this proposal.

**2. Forms Not Provided.**

- a. Insurance. Proposer shall include a letter from an insurance company or its broker or agent licensed to do business in California and rated "A" or better by Bests Key Rating Guide stating that the insurer has reviewed the attached Class C Service Agreement and will provide the required insurance.
  
- b. Change order for Service Agreement Class C. Proposer shall provide the specific language of any proposed changes to the attached Service Agreement, and provide a full written explanation of why each change is proposed. District, in its sole discretion, shall approve or reject each proposed change and have the right to make other modifications in the Agreement, prior to final execution, as agreed by the parties.

**PROPOSAL FORM**  
**FUEL BREAK VEGETATION MANAGEMENT COST PROPOSALS**

I/we, the undersigned have visited the proposed sites to be grazed for fuel break purposes, made inspections, and investigated the conditions surrounding each site to my/our satisfaction. I/we have read and understood the Request for Proposal, including the attached Vegetation Management Agreement. In accordance with the above, if selected, I/we propose to enter into the Agreement with East Bay Regional Park District. I/we have had and used the opportunity to obtain relevant information from the District, and agree that all such information is consistent with the written material in the RFP. I/we also agree that any clerical, mathematical, or other errors made in preparing this Proposal shall not relieve me/us of the obligation to enter into the Class C Service Agreement.

If my/our Proposal is accepted by District, I/we, the undersigned, as Contractor agree to provide grazing services (subject to my/our herd capacity for each grazing season) at the following locations at the proposed costs:

Affidavit of Proposer. Each of the undersigned hereby represents warrants and certifies to the District that:

(1)The proposal is genuine and not a sham or collusion or made in the interest or on behalf of any person not named, and neither the Proposer nor the undersigned have directly or indirectly induced or solicited any other person, firm, or corporation to refrain from submitting a proposal or to submit a sham proposal, and that the proposer has not in any manner sought by collusion to secure for himself an advantage over any other Proposer.

(2)There are no material misstatements or withholding of facts in this proposal or in any of the attachments supplied with the proposal. The Proposer acknowledges that any such misstatement or withholding shall constitute good cause for cancellation at any time by District of the Agreement.

I/we the undersigned hereby respectfully submit this proposal as of this \_\_\_\_\_ day of \_\_\_\_\_, 2016, as one of the following:

(Type of Entity)

**SOLE PROPRIETORSHIP**

Mailing Address:\*

\_\_\_\_\_  
\_\_\_\_\_

Signature:

\_\_\_\_\_

**PARTNERSHIP OR JOINT VENTURE**

Mailing Address:\*

\_\_\_\_\_  
\_\_\_\_\_

Signatures:

\_\_\_\_\_  
\_\_\_\_\_\*\*

Name of Partnership or Joint Venture \_\_\_\_\_  
California.

**CORPORATION**

Mailing Address:\*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signatures:

\_\_\_\_\_  
\_\_\_\_\_, President\*\*

No. of shares owned: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_\*\*

No. of shares owned: \_\_\_\_\_

Name of Corporation \_\_\_\_\_ a California Corporation  
(Seal).

Date of Incorporation: \_\_\_\_\_

Total No. of Shares Outstanding: \_\_\_\_\_

\*Show residence address if different from mailing address.

\*\*Type or print name and title beneath each signature. (The form may be duplicated.)



**STATEMENT OF PERSONAL HISTORY AND EXPERIENCE**

This Statement forms a part of the Proposal for the Service Agreement Class C. (If a question does not apply to you, place NA on the space provided.)

*(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS.)*

Date \_\_\_\_\_

1. Name: \_\_\_\_\_

2. Residence or Business Address: \_\_\_\_\_  
\_\_\_\_\_

Residence or Business Telephone Number :(\_\_\_\_) \_\_\_\_\_

3. Are you its full \_\_\_\_ or partial (\_\_\_\_ %) owner?  
Is your business a sole proprietorship, corporation, partnership or other? Explain:  
\_\_\_\_\_

If a sole proprietorship, are you the owner? Yes \_\_\_\_ No \_\_\_\_

4. Describe services you perform: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Have you ever had a bond or surety canceled or forfeited? Yes \_\_\_\_ No \_\_\_\_ . If yes, state the name and address of the bonding company, date, amount of bond and reason for such cancellation or forfeiture: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. Have you ever been convicted of or pled guilty to any crime other than minor traffic violations?  
Yes \_\_\_\_ No \_\_\_\_ .  
If yes, state date, court jurisdiction, amount of liabilities and amount of assets:  
\_\_\_\_\_  
\_\_\_\_\_

7. Have you or your spouse ever been adjudicated bankrupt or filed any form of bankruptcy proceedings? Yes \_\_\_ No\_\_\_.

If yes, state date, court jurisdiction, amount of liabilities and amount of assets.

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8. Has any corporation in which you were an officer filed bankruptcy during the time you were an officer? Yes\_\_\_ No\_\_\_

If yes, state the name of such corporation, your position, date, court jurisdiction, amount of liabilities and amount of assets.\_\_\_\_\_

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9. Worked for East Bay Regional Parks District within past three years YES NO

I certify under penalty of perjury that the foregoing is true and correct. Material falsification is grounds for termination of Vegetation Management Agreement by District.

\_\_\_\_\_  
Signature

(This form may be reproduced as needed.)

**STATEMENT OF PROPOSER'S PRINCIPALS and STAFF**

List the person(s) who will have primary responsibility for each of the indicated components of the grazing project:

**A.** Serves as project manager, primary contact with District representatives, and negotiator of final agreement and any subsequent changes.

_____	_____
Name	Title
_____	_____
Address	Daytime telephone

**B.** Serves as supervisor of day to day grazing operations, the individual who is "in the field" with the herder and herd, and who ensures compliance with grazing and operational standards.

_____	_____
Name	Title
_____	_____
Address	Daytime telephone

**C.** Serves as a worker or (herder) of day to day operations, and who ensures compliance with grazing and operational standards.

_____	_____
Name	Title
_____	_____
Address	Daytime telephone

I agree to be available (subject to disability) to the Proposer to perform such services from \_\_\_\_\_, 2016, until at least \_\_\_\_\_.

\_\_\_\_\_  
Signature

**STATEMENT OF FINANCIAL CONDITION**

This Statement forms a part of the Proposal. If a question does not apply to you, write NA in the space provided. As part of the selection procedure, it may be necessary to verify each Proposer's financial condition and credit rating. So that we may do this, please provide the information requested below. Material inaccuracies may result in your proposal being invalidated.

**SUPPLIERS**

Please list the suppliers (names and addresses) who have granted you business credit or with whom you do business.

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**OTHER REFERENCES**

Please list three references:

Name	Address	Daytime telephone
_____	_____	( ) _____
_____	_____	( ) _____
_____	_____	( ) _____

I certify that the foregoing is true and correct. Material falsification is grounds for rejection on the Proposal and/or termination of the Class C Service Agreement.

\_\_\_\_\_  
Signature

**LIST OF ENCLOSURES AND ATTACHMENTS**

ITEM	CHECK IF ENCLOSED	FOR DISTRICT USE ONLY <i>Reviewed and found property submitted (Initial and date)</i>
Statement of personal history and experience		
Statement of financial condition		
Insurance letter		
Agreement language changes (if submitted)		
Contract for Services Class C Exhibit A		
Site maps		
Formal Bid		

**CONTRACT FOR SERVICES**  
**CLASS C**  
(Moderate Risk)

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between the East Bay Regional Park District, a special district, 2950 Peralta Oaks Court, Oakland, California ("District") and \_\_\_\_\_, hereinafter referred to as "Contractor."

RECITALS

A. District desires to engage the services of Contractor to provide various services herein described; and

B. Contractor desires to perform such services for District;

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties hereto agree as follows:

1. Term

The term of this Agreement shall commence \_\_\_\_\_, and shall end on \_\_\_\_\_. This Agreement may be terminated at any time by either party by giving 30 days' prior written notice to the other party.

2. Scope of the Contract

a. During the term of this Agreement, Contractor shall provide services as documented in Exhibit A attached hereto and made a part hereof.

Contractor agrees to utilize his/her professional skill and best efforts in the performance of the services specified herein. The representative of Contractor who will make all presentations, attend public hearings and supervise all service shall be \_\_\_\_\_.

b. District shall be responsible for performances under Exhibit B (unless not necessary and covered in Exhibit A) attached hereto and made a part hereof.

The representative of District who will monitor this Agreement and be responsible for its interpretation and/or modification shall be \_\_\_\_\_.

3. Time of Performance and Payment

a. Performance: Contractor's work shall be scheduled and performed to meet agreed-upon deadlines.

b. Payment: District shall compensate Contractor for services performed by Contractor as set forth in the rate schedule documented in Exhibit C (unless not necessary and covered in Exhibit A) attached hereto and made a part hereof. All expenses incurred as part of this Agreement will be reimbursed at actual cost. Such compensation shall be full payment to

Contractor (including expenses) for performance of said services; provided, however, that in no event shall the sum of total compensation paid Contractor and reimbursable expense exceed \$ \_\_\_\_\_ without prior written authorization by District.

Contractor shall submit his/her compensable hours and reimbursable expenses monthly, and District shall make payments on the approved reimbursable expenses within 30 days, provided that in no event shall the amount paid Contractor exceed that percentage of the maximum total compensation and expenses payable under this Agreement (\$ \_\_\_\_\_) which percentage equals the percentage of Contractor's work complete at the time.

4. Abandonment of Project

a. District shall have the right to abandon or indefinitely postpone ("abandon" or "abandonment") the project or the services for any or all of the project at any time. In such event, District shall give written notice of such abandonment. In the event of abandonment prior to completion of the final drawings and cost estimates, Contractor shall have the right to expend reasonable additional time to assemble work in progress for the purpose of proper filing and closing the job. Prior to expending said time, Contractor shall present to District, a complete report of said proposed job closure and its costs, and District may approve all or any part of said expense. Such additional time shall not exceed ten percent (10%) of the total time expended to the date of notice of termination. All charges thus incurred and approved by District, together with any other charges outstanding at the time of termination, shall be payable by District within 30 days following submission of a final statement by Contractor.

b. Should the project or any portion thereof be abandoned, District shall pay Contractor for all services performed theretofore in accordance with the terms of this Agreement as provided in paragraph 3.a and b above, as full payment due hereunder.

5. Contractor as Independent Contractor

It is expressly agreed that in the performance of the services necessary to carry out this Agreement, Contractor shall be, and is, an independent contractor, and is not an agent or employee of District. Contractor has and shall retain the right to exercise full control and supervision of the services, and full control over the employment, direction, compensation and discharge of all persons assisting him/her in the performance of his/her services hereunder. Contractor shall be solely responsible for all matters relating to the payment of his/her employees, including compliance with social security, withholding, and all other regulations governing such matters, and shall be solely responsible for his/her own acts and those of his/her subordinates, subcontractors, agents and employees.

6. Brokers: Compliance with Federal, State and Municipal Statutes

Contractor warrants that he/she has not employed nor retained any broker, agent, company or person other than bona fide, full-time employees of Contractor working solely for Contractor, to solicit or secure this Agreement, and that he/she has not paid nor agreed to pay any broker, agent, company, nor persons other than bona fide employees any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award of this Agreement. Contractor shall indemnify, defend, protect and hold harmless District, its directors, officers and employees from such claims.

Contractor shall comply with all Federal, State and local laws and regulations applicable to his/her work hereunder.

7. Employment Practices

During the performance of this Agreement, Contractor agrees as follows:

a. Contractor and Contractor's subcontractors will not discriminate against any employee or applicant for employment because of sex, race, creed, color or national origin. Contractor and Contractor's subcontractors will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their sex, race, creed, color or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising, layoffs or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this non-discrimination clause.

b. Contractor and Contractor's subcontractors will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to sex, race, creed, or national origin.

c. Contractor and Contractor's subcontractors will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or contract or understanding, a notice advising the labor union or workers' representative of Contractor's commitments under this non-discrimination clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

8. Indemnification

a. Contractor agrees to indemnify, hold harmless, defend and protect District, its officers, directors, agents, employees, and invitees (each of which is an indemnitee) from and against any and all claims, losses, damages, demands, liabilities, suits, costs, expenses (including attorneys' fees), penalties, judgments, or obligations whatsoever for or in connection with injury (including death) or damage to any person or the loss or damage of property to whomsoever belonging or pecuniary or monetary loss resulting from, arising out of, or in any way related to activity conducted by or the omission of Contractor.

b. District shall have no responsibility to safeguard the equipment and property of Contractor or any of his/her sub-Contractors. District shall have no responsibility to safeguard or protect the Contractor, or his/her employees, agents, officers, directors, or any of his/her sub-Contractors from bodily injury (including death) or personal injury.

c. In the event a claim is made against District or District is named a co-defendant in any action encompassed by paragraph 8(a) above, Contractor shall immediately notify District of such fact, and at District's option shall either retain legal counsel to represent District in such action at Contractor's sole expense or reimburse District for District's litigation costs, expenses and attorneys' fees in undertaking to represent itself.



d. In the event a claim is made against both District and Contractor for the joint and several liability of District and Contractor, the determination as to the apportionment of liability between District and Contractor shall be made by the judge in a court of competent jurisdiction. Neither District nor Contractor shall request that the apportionment of liability be determined by a jury. Notwithstanding the apportionment of liability between District and Contractor, Contractor shall nevertheless be responsible to indemnify and hold harmless District as fully set forth above, unless the court determines that the injury or damage resulted from the sole negligence or intentional and willful misconduct of District, its officers, directors, agents or employees.

e. Contractor hereby waives all claims and recourse against District, including the right of contribution for loss or damage or expenses by reason of death or injury to persons or damage to property, and releases District from any liability relating to or in any way connected to Contractor's activities or Contractor's use of the property, premises or facilities, unless injury or damage is caused by the sole negligence or the intentional and willful misconduct of District, its officers, directors, agents or employees.

f. The provisions of this section shall survive the termination or expiration of this Agreement.

## 9. Insurance

a. Contractor shall procure and keep in force during the term of this Agreement, at Contractor's own cost and expense, the following policies of insurance with companies licensed to do business in the State of California, which are rated at least "A" or better by A.M. Best Company and which are acceptable to District. Contractor shall, 15 days prior to the commencement of this Agreement and prior to the termination of any policy, supply District with a certificate, on the District's certificate of insurance form, showing that such insurance is in force.

(1) Workers' Compensation as required by law and Employer's Liability with limits of \$500,000 per occurrence (if employees are to be hired).

(2) General Liability (bodily injury and property damage) on an occurrence basis in an amount not less than \$1 million per occurrence and at least \$2 million in the aggregate, including premises and operations (including off-site operations), blanket contractual liability, broad form property damage, products and completed operations, owner's and contractor's protective liability, (and if one or more of the following is applicable) personal injury, coverage for explosion, collapse and underground hazards, non-owned watercraft protection and indemnity, U.S. longshore and harbor workers coverage, pollution liability, liquor liability, and saddle animal liability.

(3) Automobile Liability (bodily injury and property damage) in an amount not less than \$1 million per occurrence extending to owned, non-owned and hired vehicles and including contractual liability covering all liability assumed under Agreement.

b. Each of the above policies must contain a provision that the policy shall not be cancelled or the terms or conditions thereof materially changed without 30 days' prior written notice to District. No cancellation provision in any insurance policy shall be construed in

derogation of the continuous duty of Contractor to furnish the required insurance during the term of this Agreement.

- c. Upon written request by District, the insurer or his/her agent will furnish a copy of any policy cited above, certified to be a true and complete copy of the original.
- d. The policies listed under a(1) above shall contain a waiver of subrogation in favor of the District.
- e. The policies listed under a(2) and a(3) above shall name the District as an additional insured with respect to the operations performed under this Agreement.
- f. The coverage afforded on behalf of District under a(2), a(3) and a(4) above shall be primary insurance and any other insurance available to District under any other policies shall be excess over the insurance outlined above.
- g. Upon written request of District, annual loss reports will be supplied to District. The loss report will include a list of all incidents/claims submitted against the insurance company and the estimated reserved and paid value of the claims.
- h. District reserves the right to require reasonable increases in the limits of coverage from time to time during the term of this Agreement.
- i. Policies should be written on an occurrence basis. Only by special permission of District may a claims-made form be used. The retroactive date on any policy written on a claims-made basis shall be the effective date of this Agreement or prior. The retroactive date of any subsequent renewal of such policy shall be the same as the original policy, provided that the extended reporting or discovery period shall not be less than 36 months following expiration of such policy.

Contractor certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code. Contractor shall comply with the provisions of Section 3700 of the Labor Code before commencing the performance of the work under this Agreement.

In case of the breach of any provision of this section, District may, at District's option, take out and maintain, at the expense of Contractor, such types of insurance in the name of the Contractor as District may deem proper and may deduct the cost of taking out and maintaining such insurance from any sums which may be found or become due to Contractor under this Agreement or may demand Contractor to promptly reimburse the District.

#### 10. Default

In the event that Contractor defaults in any obligation of Contractor under this Agreement, or Contractor defaults in the performance of any of the terms and conditions of this Agreement, District may, at its option, declare this Agreement to be in default and, at any time thereafter, may do any one or more of the following:

- a. Enforce performance of the Agreement by Contractor,
- b. Terminate this Agreement, or

c. Perform the obligations of the Contractor,

whereupon Contractor shall reimburse District for any amounts paid or expenses incurred by District, or pay District any expenses and/or damages incurred by District in the performance of such obligations, together with interest at the maximum rate of interest allowed by law on demand by District. District at its option may deduct any sum due to District from sums to be paid by District to Contractor. The above remedies are in addition to any other remedies at law or equity District may have. Contractor shall pay or reimburse District for all of District's costs and expenses, including reasonable attorneys' fees incurred in enforcing its rights hereunder.

11. Assignment

Contractor shall not assign or otherwise transfer any rights, duties, obligations or interest in this Agreement or arising hereunder to any persons or entities whatsoever without the prior written consent of District and any attempt to assign or transfer without such prior written consent shall be void. Consent to any single assignment or transfer shall not constitute consent to any further assignment or transfer.

12. Advice of Counsel/Attorneys' Fees

If either party prevails against the other in a legal action concerning any aspect of this Agreement, such successful party shall be entitled to recover its reasonable attorneys' fees and costs incurred in such action from the losing party.

Both parties have had a full and complete opportunity to have the Agreement reviewed by legal counsel, and no presumption or rule that ambiguity shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement.

13. Notices

If either party shall desire or be required to give notice to the other, such notice shall be given in writing, and shall be personally delivered or sent by prepaid U. S. certified or registered postage, return receipt requested, addressed to the recipient as follows:

DISTRICT: East Bay Regional Park District  
P. O. Box 5381  
Oakland, CA 94605-0381

CONTRACTOR:

Either party may change its address by giving notice to the other in the manner provided herein.

14. Governing Law

This Agreement shall be construed and interpreted in accordance with the laws of the State of California.

15. Entire Agreement

This Agreement contains all of the agreements and understandings of the parties pertaining to the subject matter contained herein and supersedes all prior, contemporaneous agreements, representations and understandings of the parties. This Agreement cannot be amended or modified except by written agreement of all the parties. In the event that the terms or conditions of any Exhibits to this Agreement conflict, directly or indirectly, with paragraphs 1 through 16 of the Agreement, the provisions of paragraphs 1 through 16 of the Agreement shall control.

16. Severability

The unenforceability, invalidity or illegality of any provision shall not render the other provisions unenforceable, invalid or illegal.

EAST BAY REGIONAL PARK DISTRICT

By \_\_\_\_\_  
Chief or AGM or GM

By \_\_\_\_\_  
Contractor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

*Contract for Services Class C  
(12/2003)*

## CONTRACT FOR SERVICES CLASS C EXHIBIT A

### 1. **Contract for Service.**

Contractor agrees to supply, utilize, and care for no less than 200 goats/sheep (or other animals approved by District) to graze up to 5 months each year, as selected by District, for the purpose of removing potentially flammable vegetation in such areas. With the District approval, off season grazing may also be available.

In general, the plan of operation shall be to confine the livestock within 2 to 10 acre parcels using portable electric fencing, or other methods approved by District, until the agreed upon level of grazing in the parcel is completed, and then move the grazing stock to the next parcel or parcels.

Prior to beginning each grazing area, Contractor will meet with District's representative for orientation and scoping of the work plan which may include the Fire Captain, Park Supervisor and Wildland Vegetation Manager. Standards for completed grazing will be prepared in written form and agreed to at the meeting.

District shall periodically inspect the area being grazed and notify Contractor when enough vegetation has been removed and grazing is complete. Contractor shall take care to avoid soil erosion problems caused by temporarily overstocking, such as exposing bare soil excessively in grassland areas and causing excessive powdering of soil. Contractor shall take care to protect trees of 4 to 8 inches or greater in diameter base height (DBH) from bark stripping or girdling damage, by using tarps, portable fencing, or other means.

The goats/sheep shall be completely fenced in, except when being herded between locations, and attended by a shepherd at all times. Contractor shall keep roads and trails open and accessible for public use whenever possible, but may upon notification to District's representative close them temporarily for reasons of security or difficulty of fencing, or while herding the goats between locations.

### 2. **Term.**

The term of this Agreement shall commence upon date hereof, and continue until December 31, 2019, at which time an option for up to two one-year renewals will be considered. Spring and summer grazing shall be completed during the period between March 15, and September 30 each year. Off season grazing shall be between August 1, and March 14 of each year. Off season grazing must be pre-arranged with the District vegetation Manager.

### 3. **Compensation.**

Prior to each year's grazing, District shall determine the areas and acreage to be grazed, according to the grazing plan shown in Attachment A.

District shall make a reasonable effort to keep the total acres to be grazed relatively constant from year to year. Contractor shall be compensated for yearly cost in according to the information in the yearly cost-proposal form, less the amount of any reduction for late completion as described below. Contractor agrees to complete each grazing area in the grazing plan by the target completion date. Any changes to the target completion dates must be approved in advance and in writing by District. Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine, in the event that Contractor does not meet the target completion dates, beginning the first day after the target completion date for each grazing area, a ten percent

reduction in the cost for that site will be imposed by District. After the first month, an additional ten percent reduction in costs per month will be imposed until the site is completed. The District may withhold any accrued liquidated damages from any monies payable on account of services performed by the Contractor.

District recognizes that Contractor may, for logistical reasons, require temporary holding areas adjacent to existing District grazing projects. District may, at its own discretion, designate such areas, and Contractor agrees to graze on them free of charge. Contractor shall not use District grazing areas or designated holding areas for staging private grazing projects or non-District projects without District's prior approval.

In the event grazing is not completed by September 30, in the Fuel Break Area or by the end of any grazing period extension which may have been granted by District, compensation shall be limited to the acreage completed, prorated based on the per-acre rate, less the amount of any reduction for late completion as described above. Compensation for partial completion because of bad weather or other unforeseeable conditions shall also be limited to the acreage actually completed.

#### **4. Rules and Regulations.**

Contractor agrees to comply with existing published rules and regulations of the District in conducting its operations under this Agreement. Disobeying or violating District rules and regulations may result in termination of contract.

#### **5. Camping.**

At each site, Contractor and up to four sub-contractors or employees may camp with Contractor's goats/sheep for the purposes of a base of operations and security for Contractor's animals. Camps shall be limited to a total of not more than three trucks, two living trailers, and one non-living or livestock trailer per site. Sewage from the living trailers shall be collected and disposed of in accordance with applicable health regulations. All trailers shall be neat, tidy and in a habitable condition. Camps shall be kept neat and clean. Open campfires shall not be allowed. District may direct Contractor to move camps to different locations within the site in District's discretion. Contractor agrees to remove all vehicles, trailers, fencing, trash, waste, water containers, and other materials within seven days of completion of grazing at each site.

The contractor is required to have on-hand a 10lb ABC fire extinguisher within the living trailers being owned by Contractor.

#### **6. Fencing and Signage.**

All portable electric fencing shall be set back from trail edges or placed along trails so as to allow safe passage by trail users and horses. Contractor agrees to post signs supplied by District a minimum of every 75 feet apart along such fencing where it meets, runs alongside, or otherwise interfaces roads, trails, open fields, or other areas accessible to the public. Contractor may post "Dogs on Leash" signs within 300 feet of any grazing project. Signs supplied by District shall be used for District grazing projects only.

#### **7. Use of Park Trails and Roads.**

The District Representative must be notified if the Contractor needs to temporarily close a park trail or park road for public safety. No work shall be done at times when, in the discretion of the

District Representative, weather or site conditions are unsafe or likely to cause damage to park trails, roads, natural or cultural resources. Damages or alterations (unless pre-approved) to drainages, District roads, parking lots or fire roads will be repaired to District standards at the sole cost of the Contractor. Traffic control will be the sole responsibility of the Contractor. When moving livestock or shepherds within 200 feet of roads and trails, Contractor shall post a lookout on such roads or trails to ensure the safety of park users. All traffic control measures required by the appropriate city or county jurisdiction for road closure shall be adhered to as a condition of this project. Flaggers shall wear highly visible orange, yellow-green, or fluorescent-colored garments and shall use advance warning signs, cones, and STOP/SLOW paddles.

- A. Contractor agrees to minimize and restrict non-essential driving on park trails or roads in rainy weather, and to consult with District where rutting or other trail damage is threatened.

### **8. District's Representative.**

District's representative for contact concerning administration of this Agreement shall be the Fuels Management Fire Captain or District Vegetation Manager.

### **9. Communication.**

Contractor shall maintain a telephone or pager by which District representatives may make contact for emergency or operational purposes. Contractor agrees to respond to telephone or pager calls within one hour. If such response cannot be made within one hour, Contractor shall, in advance, designate a responsible, decision-making representative, or make alternative arrangements for contact. Contractor shall immediately advise the District's Emergency Communications Center of any changes in the Contractor's contact information.

- A. Contractor agrees to not transport goats during the holidays of Mother's Day, Father's Day, Memorial Day, 4<sup>th</sup> of July and Labor Day.
- B. Contractor agrees to notify the Park Supervisor two weeks prior of moving goats into the Park area being grazed.

### **10. Dog Vaccinations.**

All dogs used by Contractor for this Agreement shall have been vaccinated for rabies. A certificate showing such vaccinations shall be submitted with and at the same time as the insurance certificate as mentioned in item 9 of the Contract for Services. Contractor shall keep vaccination records or proof of current vaccinations for all dogs kept on District property. Contractor's dogs used in the operation need not be leashed, but must be under control.

### **11. Water.**

Contractor may draw water from East Bay Regional Park District owned hydrants, standpipes, and hose bibs for domestic and animal purposes while grazing on District lands in accordance with this Agreement. In the event Contractor uses a city or East Bay Municipal Utility District hydrant, Contractor shall obtain a hydrant meter and pay for all meter and water flow charges. Contractor shall supply all water tanks, watering troughs, hoses, and hose connections used. Contractor shall provide for adequate backflow prevention while filling watering troughs.

## **12. Dead Goats.**

Contractor must dispose of dead goats or other animals that are part of Contractor's operations as permitted by District and by local ordinances. Dead goats cannot be buried on District property or disposed of in District trash receptacles.

## **13. Firearms.**

Contractor shall not carry on their person or use firearms on the premises. Problem animals interfering with livestock operations shall be handled through the District's Public Safety Department in cooperation with County Animal Control or the California Department of Fish and Wildlife.

## **14. Outbreaks of Disease.**

Contractor shall immediately report to District and all proper governmental authorities any case of infectious animal disease appearing in livestock on the premises, and shall, at Contractor's sole cost and expense, take all steps required to isolate, control, and eliminate any such disease. Livestock exhibiting symptoms of diseases communicable to humans shall be immediately removed from the premises.

## **15. Contractor Reports**

Contractor Agrees to submit a summary report (form or email) upon the completion of the Recommended Treatment Area (RTA) to the Fuels Management Fire Captain. The report shall contain the RTA, number of goats used, fuel type treated and any persistent issues or complications encountered during treatment of the RTA. The summary report will be submitted within one week of completion of the RTA. Off season grazing will require a summary report to the District Vegetation Manager within 15 days of project completion.

## **16. Overgrazing damage**

In the event an area is overstocked and bare ground is visible in areas over 50% in the area used, contractor will be responsible for erosion control treatment that may include installing wattle, covering bare ground with straw or other methods approved by the District at contractor expense.

## **17. H-2A Temporary Agricultural Workers**

The H-2A program allows U.S. employers who meet specific regulatory requirements to bring foreign nationals to the United States to fill temporary agricultural jobs. A U.S. employer, described in the regulations, must file [Form I-129](#), Petition for Nonimmigrant Worker, on a prospective worker's behalf.

- A. Contractor shall follow all regulation requirements related to the H-2A program.
- B. H-2A petitions may only be approved for nationals of countries that the Secretary of Homeland Security has designated, with the concurrence of the Secretary of State, as eligible to participate in the H-2A program.



## **18. Advice of Counsel.**

Each party hereto has been provided full opportunity for review of this Agreement by legal counsel. Therefore, no presumption of ambiguity shall be ruled against the drafting party or shall apply to the interpretation or enforcement of this Agreement.

## **19. Miscellaneous**

Should either party bring any legal action or proceedings for any breach of any term, covenant, or condition of this Agreement, the court shall award reasonable attorney's fees to one or more of the parties therein based upon the degree at which each party prevails in such action or proceeding, as determined by the court. Notwithstanding any of the provisions of this Agreement, the parties may, by mutual written consent, agree to modify same. This instrument contains the entire agreement of the parties relating to the rights granted and obligations assumed and supersede all prior written and oral discussions or representations of agreements.

## **Spread of Invasive Species Prevention**

### **FORMAL BID PROPOSAL**

#### **East Bay Regional Park District**

To control the spread of non-native, invasive, and noxious pest plant species, the goat/sheep herd(s) must be flushed (evacuated) of biological waste prior to entering a new grazing area to limit the amount of non-native, invasive seed material that will be transported to the new site with the herd. All flushing expenses will be incurred by the contractor.

Where and when a goat/sheep herd will be moved from an area where any of the non-native, invasive pest plant species listed below are present to an area on EBRPD land where the invasive pest plant species is/are not present, the herd will be flushed of the invasive vegetative remnants in their digestive tract for at least Two (2) days. The flushing of the herd can occur at or near the original site of invasive plant infestation or off-site, at the discretion of the contractor and with agreement from the park supervisor. If supplemental feed is necessary during flushing, the feed shall be certified weed-free. The District representative will determine if the herd would need to be flushed prior to moving into a new grazing site.

The targeted pest plant species that shall be flushed in order to avoid spreading from one grazing site/polygon to another site are:

yellow starthistle (*Centaurea solstitialis*)  
purple starthistle (*C. calcitrapa*)  
arthichoke thistle (*Cynara cardunculus*)  
fennel (*Foeniculum vulgare*)  
Fuller's teasel (*Dipsacus sativus*)  
wild teasel (*D. fullonum*)  
French broom (*Genista monspessulana*)  
Scotch broom (*Cytisus scoparius*)  
Spanish broom (*C. multiflorus*)  
medusahead (*Elymus caput-medusae*)  
German ivy (*Delairea odorata*)  
greater periwinkle (*Vinca major*)  
puncture vine (*Tribulus terrestris*)  
perennial pepperweed (*Lepidium latifolium*)  
oblong spurge (*Euphorbia oblongata*)  
barbed goatgrass (*Aegilops triuncialis*)  
Harding grass (*Phalaris aquatica*)  
ripgut grass (*Bromus diandrus*)

**Cost per new grazing site if requested by District** \_\_\_\_\_



# FORMAL BID (ATTACHMENT A)

**ATTACHMENT A**  
**FORMAL BID PROPOSAL**  
**East Bay Regional Park District**

**Name of Contractor**

\_\_\_\_\_

In compliance with your Notice to Bidders and the Contract Documents relating to the project referred to as:

Contract No. \_\_\_\_\_ The undersigned submits this bid and hereby declares as follows:

I. **BID.** The undersigned has read and agrees to all the terms of this Formal Bid Proposal and of the Contract Documents, including Addenda:

(a) None  or

(b) Nos. \_\_\_\_ dated, \_\_\_\_\_ 20 \_\_\_\_, respectively, and has carefully examined the plans and Specifications and conditions at the site. The undersigned hereby proposes to furnish all labor, materials, and equipment required to complete the work as follows.

(c) Bidder may bid on one or more of the 6 Grazing Blocks. Bids shall be broken down to show the bid price for each block per year. Contract(s) may be awarded for one or more of the Grazing block and blocks may be awarded separately or together to one or more bidder.

**Base Bid:** Proposer shall insert a guaranteed completion date for each East Bay Fire Management grazing site in **column A** and a yearly cost for each site in **column B**, a yearly cost for other year-round grazing sites, a total yearly cost for all sites, and a total cost for the three year term.

<b>GRAZING BLOCK I</b>					
<b>POLYGON</b>	<b>LOCATION</b>	<b>PARK NAME</b>	<b>ACRES</b>	<b>COLUMN A DATE</b>	<b>COLUMN B BID AMOUNT</b>
CC003	Panoramic Way	Claremont Canyon	8.96		\$
CC009	Gwin Canyon - Norfolk	Claremont Canyon	3		\$
CC002	Dwight Way	Claremont Canyon	6.04		\$
SO002	Coach Drive	Sobrante Ridge	16.85		\$
MK 001 MK002 MK003	Crest Avenue	Miller Knox	10		\$
TI010-001	Lake Anza	Tilden	14		\$
TI009-001	Central Park and Wildcat Canyon	Tilden	22		\$
TI011-001	Wildcat Canyon Road	Tilden	4		\$
TI015	Frowning Ridge	Tilden	6.67		\$
WC005-002	Park Avenue	Wildcat Canyon	12.97		\$
WC004-001	Grand Canyon	Wildcat Canyon	8		\$
WC002-001	La Colina	Wildcat Canyon	4		\$
WC001-001	Valley View	Wildcat Canyon	4		\$
WC001-001a	Hunter Ln	Wildcat Canyon	11.05		\$
992	Winslow	Carquinez	5.7		\$
942	Reservoir St	Carquinez	1		\$
943,944,945	Carquinez South	Carquinez	31		\$
Transportation cost					\$
Transportation cost					\$
Transportation cost					\$
Transportation cost					\$
<b>TOTAL FOR GRAZING BLOCK I</b>					\$

<b>GRAZING BLOCK 2</b>					
<b>POLYGON</b>	<b>LOCATION</b>	<b>PARK NAME</b>	<b>ACRES</b>	<b>COLUMN A DATE</b>	<b>COLUMN B BID AMOUNT</b>
RD004	South of Phillips Loop	Redwood	56		\$
RD004-001	West Ridge Trail	Redwood	40.84		\$
RD001-001	Skyline & East Ridge	Redwood	30		\$
RD001-002	North of East Ridge	Redwood	8		\$
Transportation cost					\$
Transportation cost					\$
Transportation cost					\$
<b>TOTAL FOR GRAZING BLOCK 2</b>					\$

<b>GRAZING BLOCK 3</b>					
<b>POLYGON</b>	<b>LOCATION</b>	<b>PARK NAME</b>	<b>ACRES</b>	<b>COLUMN A DATE</b>	<b>COLUMN B BID AMOUNT</b>
AC006-001	City Stables	Anthony Chabot	9.53		\$
AC004-001	Natural Dam at the end of Parkridge Drive	Anthony Chabot	19		\$
603	South of natural dam	Anthony Chabot	40.08		\$
938	South County Corporation Yard	Lake Chabot	5		\$
	Cameron loop	Lake Chabot	6.19		
956	Arcadian Drive	Lake Chabot	4		\$
Transportation cost					\$
Transportation cost					\$
Transportation cost					
<b>TOTAL FOR GRAZING BLOCK 3</b>					\$

<b>GRAZING BLOCK 4</b>					
<b>POLYGON</b>	<b>LOCATION</b>	<b>PARK NAME</b>	<b>ACRES</b>	<b>COLUMN A DATE</b>	<b>COLUMN B BID AMOUNT</b>
998	North Ardenwood	Ardenwood	40.08		\$
993	Skyview HOA west	Garin	2		\$
996	Skyview HOA east	Garin	12		\$
930	Bello View	Garin	6.85		\$
931	High Ridge trail	Garin	18.6		\$
999	Sumersville Rd	CONTRA COSTA TRAILS	12.11		
SR002b	Thorndale	Sibley	4.9		
SR005	Skyline / Grizzly	Sibley	9.58		
Transportation cost					\$
Transportation cost					\$
<b>TOTAL FOR GRAZING BLOCK 4</b>					\$



<b>GRAZING BLOCK 5</b>					
<b>POLYGON</b>	<b>LOCATION</b>	<b>PARK NAME</b>	<b>ACRES</b>	<b>COLUMN A DATE</b>	<b>COLUMN B BID AMOUNT</b>
924	Bishop Ranch	Bishop Ranch	36.63		\$
958	Seal Beach	Las Trampas Diablo	35.77		\$
920	Camp Arroyo	Camp Arroyo	6		\$
919	Camp Arroyo	Camp Arroyo	7.90		\$
918	Camp Arroyo	Camp Arroyo	5		\$
925	Heyer-Columbia	Cull Canyon	33		\$
926	Jordan Pond	Garin	16.64		\$
927	Garin Avenue	Garin	21.58		\$
928	Garin Office	Garin	4.58		\$
929	Meyers Estate	Garin	26.62		\$
Transportation cost					\$
Transportation cost					\$
Transportation cost					
<b>TOTAL FOR GRAZING BLOCK 5</b>					\$

<b>GRAZING BLOCK 6</b>					
<b>POLYGON</b>	<b>LOCATION</b>	<b>PARK NAME</b>	<b>ACRES</b>	<b>COLUMN A DATE</b>	<b>COLUMN B BID AMOUNT</b>
AC007-001	Grass Valley	Anthony Chabot	62.99		\$
901	Fostona Way	Las Trampas	16.33		
AC008-003	Cottontail trail	Anthony Chabot	37.42		\$
Transportation cost					\$
Transportation cost					
<b>TOTAL FOR GRAZING BLOCK 5</b>					\$