

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: Environmental Resources

BOARD AGENDA # *B-3

Urgent Routine

AGENDA DATE November 10, 2009

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Authorization to Issue a Request for Proposals for a Long-term Grazing Lease on County Owned Land Adjacent to the Fink Road Landfill

STAFF RECOMMENDATIONS:

1. Authorize staff to issue a Request for Proposals for a long-term grazing lease on County owned land adjacent to the Fink Road Landfill in Crows Landing, California.
2. Upon evaluation of the proposals, direct staff to return to the Board of Supervisors for final selection of the lessee whose offer is most advantageous to Stanislaus County.

FISCAL IMPACT:

Since 2003, Stanislaus County has leased 760.4 acres of grazing land to Paul Clarot which has generated \$5,028 in annual revenue for the Department of Environmental Resources Fink Road Landfill Enterprise Fund. The exact amount of revenue proposed by the successful lessee is unknown at this time, but is estimated to meet or exceed \$5,000 annually.

BOARD ACTION AS FOLLOWS:

No. 2009-763

On motion of Supervisor Grover, Seconded by Supervisor Chiesa

and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Grover, Monteith, and Chairman DeMartini

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) Approved as recommended

2) Denied

3) Approved as amended

4) Other:

MOTION:

Christine Ferraro

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

DISCUSSION:

This item requests authorization for staff to issue a Request for Proposals (RFP) to select a lessee interested in entering into a long-term grazing lease for 752.63 acres of County owned land adjacent to the Fink Road Landfill. On March 15, 2003, Stanislaus County entered into a 760.4 acre grazing lease with Paul Clarot for this land. On February 8, 2008, the Board of Supervisors approved an amendment to the land lease extending it through November 3, 2009, to coincide with the termination of the Lent-Burden Farming, Inc., lease of the adjacent 1,040 acres of farming land so that long-term leases could be developed for both properties.

In August 2009, the Department initiated an RFP process, however, questions arose regarding the fence location on the western boundary of the property during the mandatory pre-bid conference. Specifically, it was reported that the fence was several feet shy of the actual property line which would reduce the total acreage of the lease. Staff agreed to investigate this question and confirmed that this was, in fact, correct. With the assistance of the County's surveyor, staff has adjusted the grazing lease acreage, lowering it 7.77 acres to 752.63 acres.

Subsequent to this, County Counsel opined that staff must seek Board authorization to re-issue the RFP. If the Board of Supervisors approves staff recommendations, an award will be made to the party whose offer is the highest proposal for the lease, as per Stanislaus County Ordinance Code Section 4.24.010. The terms of the lease are included in the attached draft Agreement included herein. The minimum amount of rent to be offered shall be \$5,000 annually, with no deposit required. Other considerations will include experience, financial strength and capacity, prior leases/rented property that has been held, and a grazing management plan.

POLICY ISSUE:

The Board of Supervisors should determine if authorizing staff to issue a Request for Proposals for a long-term grazing lease on County owned land adjacent to the Fink Road Landfill is consistent with its priorities of a strong agricultural community/heritage and a well-planned infrastructure system.

STAFFING IMPACTS:

There are no staffing impacts associated with this item.

CONTACT PERSON:

Sonya K. Harrigfeld, Director. Telephone: 209-525-6770



GSA PURCHASING AGENT
 1010 Tenth Street, Suite #5400, Modesto, CA 95354
 PO Box 3229, Modesto, CA 95353-3229
 Phone: (209) 525-6319
 Fax: (209) 525-7787

REQUEST FOR PROPOSAL

RFP NO. 09-51-TRS
PROJECT NAME:

LEASE OF COUNTY REAL PROPERTY FOR GRAZING

RFP INFORMATION:

RFP RESPONSE DATE: December 18, 2009	RFP RESPONSE TIME: "NO LATER THAN 2:30"
DELIVER RFP RESPONSES TO: Stanislaus County GSA Purchasing Division 1010 Tenth Street Suite #5400 Modesto, CA 95354	
Proposers are required to submit an original and 3 additional signed copies of their proposal response (including all required attachments) to the above address. Proposals shall clearly identify the <u>project name</u> , <u>RFP number</u> , and <u>RFP response date</u> on the outside of the envelope and be delivered in a sealed envelope. Failure to do so may cause the proposal to be rejected.	
PRE-RFP CONFERENCE DATE: November 24, 2009	PRE-RFP CONFERENCE TIME: 1:30 p.m.
LOCATION OF PRE-RFP CONFERENCE: 4000 FINK ROAD CROWS LANDING, CA	
MANDATORY ATTENDANCE AT PRE-RFP CONFERENCE REQUIRED: YES If attendance at the Pre-RFP conference is mandatory, failure to attend this conference will result in rejection of your proposal.	
PROPOSER'S COMPANY NAME: _____ <div style="text-align: right;">(Type or Print)</div>	

**CERTIFICATE OF INSURANCE
CHECKLIST**

Contractor/Consultant _____

BID/RFP No. _____

	<u>Gen. Liab.</u>	<u>Prof. Liab.</u>	<u>Auto</u>	<u>Wrkrs. Comp.</u>	<u>Aggreg.</u>
<input type="checkbox"/> The correct contractor/consultant name is listed	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	N/A
<input type="checkbox"/> NAIC # of insurers is provided on the certificate	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	N/A
<input type="checkbox"/> Policy limits of insurance meet requirements in the agreement	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Deductibles are declared and approved or waived by County	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	N/A
<input type="checkbox"/> Expiration date of policy is 6 months or more into the future	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	N/A
<input type="checkbox"/> 30 - day notice of cancellation included	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	N/A
<input type="checkbox"/> Certificate Holder is "Stanislaus County" (Note: "Stanislaus County – CSA" for example is not acceptable)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	N/A
<input type="checkbox"/> Endorsement naming "Stanislaus County" as "Additional Insured" included	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	N/A	N/A
<input type="checkbox"/> Waiver of Subrogation endorsement included (Worker's Compensation only)					
<input type="checkbox"/> Carrier is admitted/licensed to issue insurance in California. (NOTE: LESLI surplus line carrier is okay if no California carrier writes the insurance. If carrier is reinsured, run by County Counsel.) http://cdinswww.insurance.ca.gov/pls/wu_co_lines/idb_co_list\$.startup	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	N/A
<input type="checkbox"/> Best's rating of no less than A-, and Financial Size Category of at least VII (for all "Insurers" listed on Certificate; State Fund is okay/an exception) http://www3.ambest.com/ratings/advanced.asp?bl=0&Menu=Search+Best%27s+Ratings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	N/A
<input type="checkbox"/> Pollution Insurance requirement (if applicable)					

Comments: _____

STANISLAUS COUNTY - GSA PURCHASING DIVISION
FOR
DEPARTMENT OF ENVIRONMENTAL RESOURCES - LANDFILL
LEASE OF COUNTY REAL PROPERTY FOR GRAZING
NOTICE TO PROPOSERS

NOTICE:

NOTICE IS HEREBY GIVEN that proposals shall be received by the County of Stanislaus ("County") from qualified tenants to lease the Real Property.

A Mandatory Pre-proposal Conference is scheduled for November 24, 2009 commencing at 1:30 p.m. Proposers are to meet at 4000 Fink Road, Crows Landing CA.

The purpose of the pre-proposal conference is to discuss the proposed lease with prospective proposers of the Property, and to answer questions arising from this RFP. Proposers should have reviewed the RFP thoroughly prior to the pre-proposal conference and be familiar with its contents.

A. OVERVIEW

The County of Stanislaus requests Proposals for the lease of County Real Property for Grazing.

B. BACKGROUND

Stanislaus County is the owner of approximately 2,100 acres of land located west of Interstate 5 near Fink Road, more particularly described as follows on Attachment "A" attached hereto ("Property").

Approximately 752.63 acres of rolling hills adjacent to and west of the active Fink Road Landfill, 4000 Fink Road, Crows Landing, CA 95313, Salado Creek Panel, Patterson Quadrant B is subject to an existing Grazing Lease with tenant Paul Clarot (Grazing Property). The existing lease terminates November 3, 2009, at 11:59 p.m. and the rent per acre/per year paid to the County during the contract period was approximately \$6.61 per acre. The Grazing property is depicted on Attachment "A." The County is interested in again leasing the Grazing Property identified on Attachment "A" to a tenant who is the highest qualified proposer. The tenant of the Grazing Property is required to reasonably cooperate with the tenant of the Agricultural Property.

Approximately 1,040 acres of the Property is agricultural property (Agricultural Property), with approximately 345 acres planted with almonds and the balance is available for barley or other row crops. The Agricultural property is generally depicted on Attachment "A." The Agricultural Property is also leased out currently and that lease co-terminates at the same time as the lease for the Grazing Property.

Attached are the following reports relating to the Property:

- Attachment "A"
Description of the Agricultural Property and the Grazing Property
- Attachment "B"
Proposed Form of Lease

C. RFP INTENT

The County of Stanislaus intends to offer for lease approximately 752.63 acres of rolling hills adjacent to and west of the active Fink Road Landfill, 4000 Fink Road, Crows Landing, CA, 95313, Salado Creek Panel, Patterson Quadrant B. The term of the lease shall be for a period of 15 years. The lease term may be extended for two additional five-year terms, past the fifteen-year term upon the mutual agreement of the tenant and the County.

D. SCOPE AND REQUIREMENTS

The Property offered for lease is real property, with approximately 752.63* acres of rolling hills adjacent to and west of the active Fink Road Landfill that is available for grazing, pasturing, maintenance and production of livestock, and for uses normally incident to such purposes, and for no other purposes. The APN's subject to a lease for grazing are 027-033-012, 025-012-015, 025-017-002, 025-017-013, 025-017-014, 025-017-015, 025-017-016, and 025-017-020. The County is interested in leasing the Grazing Property identified on Attachment "A" to a tenant who is the highest qualified proposer and who proposes the highest lease rate. *Note that the fence line along the western boundary of parcel No's 025-017-015, 025-017-013, and 025-017-020 is approximately 75 feet east of the property boundary. This reduces the actual acreage of the grazing lease from 760.4 acres to approximately 752.63 acres.

The historical land use has been moderate, dry, seasonal cattle grazing. The County uses grazing as a tool for land management.

Availability of Lease Premises

The area of the lease premises designated on Exhibit "A" as the "South Pasture" shall be available for use by the tenant year round. **The grazing area parcels 027-033-012, 025-012-015, 025-017-002, 025-017-015, and 025-017-016 are surrounded with post and wired fence. Parcels 025-017-015, 025-017-013, and 025-017-020 contain fencing on the western boundary only. There currently is no fencing on the southern boundary of County parcels 025-017-014 and 025-017-020.** Prospective tenants may either obtain a lease with the adjoining property owner to the south (Beltran) in order to contain livestock or install the southern boundary fencing, at the bidders expense, on the County's property at the location specified by the County. Four (4) gates to the grazing property exist in the following approximate locations: One near the intersection of Fink Road and APN 025-012-015, one near the landfill office on the property line of APN 025-012-015, one near the entrance to the waste-to-energy facility on the property line of APN 025-017-015, and one on the property line between APN 025-017-015 and 015-017-013 northwest of APN 025-017-016. Due to the stockpiling of soils from the active landfill site onto the portion of the premises designated as the "North Pasture" on Exhibit "A," the North Pasture may only be used for grazing purposes during the period of November 1 through April 30 of each year. The tenant shall remove all livestock from the North Pasture before May 1st of each year. In the event that the North Pasture becomes inaccessible to the County due to inclement weather prior to November 1st, County may, at its sole discretion, permit Lessee's livestock to be placed in the North Pasture prior to November 1st of any year. Grazing is subject to all easements in force.

The County may, during the term of the lease, withdraw up to one hundred seventy five (175) acres from the North Pasture for the purpose of landfill expansion. The County shall give tenant ninety (90) days prior written notice of such withdrawal. Upon the effective date of the withdrawal, the payment shall be proportionately reduced on the basis of the number of acres withdrawn compared to the number of acres leased. The County may also, during the term of the lease, withdraw up to four (4) acres from the North Pasture along the Fink Road Landfill boundary for the purpose of constructing a landfill access road. The County shall give tenant ninety (90) days prior written notice of such withdrawal. Upon the effective date of the withdrawal, the lease payment shall be proportionately reduced on the basis of the number of acres withdrawn compared to the number of acres leased.

Tenant's Responsibility

The tenant shall be required to pay all costs and expenses relating to grazing the property, pasturing, maintenance and production of livestock, and for uses normally incident to such purpose, including all operation and maintenance costs, repair costs, water, utilities, taxes, labor, equipment costs, fencing, no trespassing signs, etc. Tenant at his own expense may drill a well for water on the property, with proper approval from the County.

Tenant at his own expense set up portable corrals on the property with proper approval from the County.

Good Steward

The tenant shall be a good steward of the land. Being a good steward of the land includes but is not limited to issues such as no overgrazing, herd management and landfill needs that co-exist with the grazing lands. Tenant shall exercise good grazing practices utilizing accepted range management practices to avoid overgrazing of the Lease Premises.

Good Neighbor

The tenant shall be a good neighbor. Being a good neighbor with the County and adjacent land owners and/or lease holders includes, but is not limited to, frequency of fence line inspection and repairs, the frequency of herd counts and inspections, and herd management practices.

Livestock And Management Practices

- Normally, the livestock class and kind utilized for grazing of this real property are cows (and their calves) and yearlings. Proposer shall include the type of livestock class and kind to be utilized for grazing of this real property, in their grazing (work) plan.
- The County is extremely interested in all prospective tenants' pasture grazing management practices including frequencies, duration, and intensities.
- Of primary importance to the County is the long-term health of the grazing pastures and that no overgrazing occurs. The County does not have a specific RDM.
- Tenant must abide by all easements.
- Tenant must properly dispose of dead animals within 48 hours of discovery or notification.
- The County is not responsible for any animal escapes from property or any subsequent loss of animal or incidents and damages that occur due to the escape.

Lease Term

The term of the lease shall be for a period of 15 years. The lease term may be extended for two additional five-year terms, past the fifteen-year term upon the mutual agreement of the tenant and the County.

GENERAL CONDITIONS AND INSTRUCTIONS TO PROPOSER

1. Proposals must be submitted in the format identified in Section 9 - Submission of Proposals and Section 10 - Proposal Elements. All items shall be filled in and the signatures of all persons signing shall be written in longhand. GSA Purchasing may not consider proposals not submitted in the format specified.

Mistakes must be corrected and the correction inserted; the person signing the Proposal must initial the correction in ink.

Proposals shall clearly identify the project name, RFP number, and RFP response date on the outside of the envelope and be delivered in a sealed envelope no later than 2:30 p.m., to:

**Stanislaus County
GSA Purchasing Division
1010 Tenth Street, Suite 5400
Modesto, CA 95354**

Proposals received after that time shall be returned unopened to the respective Proposer and shall not be considered for evaluation. Proposals shall be opened in public at 2:30 p.m. on said date at the above location.

2. **Proposal Inquiries**

Questions, in written form, regarding this proposal should be referred to:

Stanislaus County
GSA Purchasing Division
1010 10th Street, Room 5400
Modesto, Ca 95354
Attn: Tom Snow, C.P.M.,
(209) 525-5950
Fax (209) 525-7787
Email: SnowT@stancounty.com

These inquiries are to be submitted at least ten (10) days prior to the proposal opening date. Any interpretations by the County will be made in written form. Any change in requirements will be done in the form of a written amendment. The receipt of any resulting amendment must be acknowledged in accordance with the directions on the amendment. Oral explanations or instructions given before the award of the contract will not be binding.

3. **Examination of Proposal Documents**

The Proposers shall carefully examine and review the RFP thoroughly prior to the pre-proposal conference and be familiar with its contents to satisfy themselves as to their sufficiency, and shall not at any time after submission of the proposal, dispute or complain of such requirements and the directions explaining or interpreting them.

Should a Proposer find discrepancies in, or omissions from, the requirements, or should the undersigned be in doubt as to their meaning, the undersigned shall at once notify the Stanislaus County Purchasing Division. Notification is to be in written form and must be submitted at least **ten (10)** days prior to the proposal opening date. Any interpretations by the County will be made in the form of a written addendum. Any change in requirements will be done in the form of a written addendum. The receipt of any resulting amendment must be acknowledged in accordance with the directions on the amendment. Oral explanations or instructions given before the award of the contract will not be binding.

4. All provisions of the County code are applicable to any Proposal submitted or contract awarded pursuant thereto.
5. Within thirty (30) days after the proposal opening, a contract may be awarded by the County to the most responsible and responsive Proposer, subject to the right of the County to reject all proposals, as it may deem proper in its absolute discretion. The time for awarding a contract may be extended at the sole discretion of the County, if required to evaluate proposals or for such other purposes as the County may determine, unless the Proposer objects to such extension in writing with his proposal.
6. Form Agreement; Exceptions and Alternatives. The Agreement attached to this Request for Proposal ("RFP") and, by this reference, made a part hereof, contains terms and conditions that apply to the performance of this work. If the Proposer suggests alternatives or states exceptions to any term or condition in the Agreement, or to any provision or recurrent of the RFP, such alternative or exception shall be clearly stated and identified in the submitted proposal. Otherwise, the successful Proposer will be expected to sign the Agreement upon award of the contract. Any alternative proposed must satisfy all minimum qualifications specified in the RFP. The County expressly reserves the right, in its sole discretion, to (1) reject a proposal containing any exception or alternatives as non-conforming, or (2) accept any proposal alternative or exception and to award a contract based thereon if determined to be in the best interest of the County.
7. Proposer shall submit the following documents as a response to this RFP:
 - a) Return entire RFP package completed and signed.
 - b) Any exceptions to the terms and conditions of this RFP, sample Agreement, and insurance requirements (see "insurance checklist) must be submitted with the proposal response.
8. Stanislaus County does not discriminate on the basis of race, religion, sex, sexual orientation, national origin, marital status, age, physical handicap or ownership by women or minorities.
9. Protest and Appeal Procedures
 - a. General

Potential bidders, proposers, contractors and sub-contractors wishing to protest or appeal a procurement or contracting decision by the County of Stanislaus Purchasing Division must follow the procedures provided by this section. Protests or appeals, which are not submitted in accordance with these procedures will not be reviewed.
 - b. Definitions
 - (1) For the purposes of this procedure: "Days" means working days of the County of Stanislaus.
 - (2) "Filing Date" or "Submission Date" means the date of receipt by the Purchasing Division of the County of Stanislaus.
 - (3) "Interested Party" means an actual or prospective bidder or proposer.
 - (4) "Bid" includes the term "offer" or "proposal" as used in the context of formal, informal, or negotiated procurements.
 - c. Protest Procedure
 - (1) Any bidders, proposers, contractors and sub-contractors may file a written protest with the Stanislaus County Purchasing Agent not later than five (5) days after date of mailing a Notice of Intended Award.

- (2) The protest shall be delivered or sent by registered mail to the Purchasing Agent.
- (3) The protest filed with the Purchasing Agent shall:
 - (a) Include the name, address, and business telephone number of the protestor;
 - (b) Identify the project under protest by name, quotation/bid number, and quotation/bid date;
 - (c) Contain a concise statement of the grounds for protest; provided, however, RFP or bid process and procedures, including evaluation criteria, shall not be proper grounds for protest and concerns related to those issues should be raised and addressed, if at all prior to the bid or proposal opening date to allow adjustments before evaluation of bids or proposals; and
 - (d) Provide all supporting documentation, if any. Documentation submitted after filing the protest will not be considered during review of the protest or during any appeal.

d. Protest Review

- (1) Upon receipt of a protest, the Purchasing Agent shall review all the submitted materials and shall create and retain a written record of the review. The Purchasing Agent shall respond in writing at least generally to each material issue raised in the protest not later than ten (10) days after receipt of the protest.
- (2) If the protested procurement involves federal funds, the Purchasing Agent shall give notice to the interested party that he or she has the right to appeal to the appropriate federal agency, which shall be identified by name and address. An appeal hereunder shall be filed with the appropriate agency within five (5) working days of the dispatch of rejection notices to the interested party(ies).
- (3) Purchasing Agent decisions may be appealed in writing to the Stanislaus County Board of Supervisors not later than ten (10) days after the date the Purchasing Agent's decision is mailed to the protesting party. The Board of Supervisors shall be review and decide the appeal based on the grounds and documentation set forth in the original protest to the Purchasing Agent. The appealing party may be represented by legal counsel if desired. Each party shall bear its own costs and expenses involved in the protest and appeal process, including any subsequent litigation. The decision of the Board of Supervisors shall be final unless the protested procurements are obtained in whole or in part with federal funds.

The county cannot accept a RFP failing to comply with any of the above stated requirements.

ADDITIONAL TERMS AND CONDITIONS

1. Cost of Preparation of Proposal

The County shall not pay costs incurred in the proposal preparation, printing, or demonstration process. All such costs shall be borne by the Proposer.

2. Rights to Pertinent Materials

All responses, inquiries, and correspondence relating to the Request For Proposal and all reports, charts, coverage maps, displays, schedules, exhibits, and other documentation produced by the Proposer that are submitted as part of the proposal shall become the property of the County after the proposal submission deadline.

Material that is confidential or proprietary should be marked "**Confidential**" or "**Proprietary**". After the RFP is awarded to the successful Proposer/s all submitted material becomes public information unless marked "Confidential" or Proprietary".

3. Public Records Act

All proposals become public information no later than at the conclusion of the selection process with the exception of those portions of a proposal that are identified at the time of the submittal by the proposer as trade secrets and which are reasonably deemed by the County as not being public documents that must be disclosed under applicable sections of the California Public Records Act and other appropriate statutes and regulations.

4. Modification to Scope of Work

The Scope of Work may be amended to meet available funding or to best meet the needs of the County. In the event that any additional services are required as identified herein, the County reserves the right to add such services by amending the Contract.

5. Right of County to Reject Proposals

The County reserves the right to reject any and all proposals or any part of the proposals, to waive minor defects or technicalities, or to solicit new proposals on the same project or on a modified project which may include portions of the originally proposed project as the County may deem necessary.

All proposals received after the time specified in this Notice will not be considered and will be returned unopened.

6. Insurance Provisions

The "Insurance Provisions" contained in Section 6 of the sample Agreement are hereby made a part of this RFP and any resultant contract. The Proposer shall acknowledge in their proposal responses their ability to meet the below insurance requirements and the requirements contained in Section 6 of the sample Agreement. All exceptions to the insurance requirements must be communicated in writing and included with the proposal response. The Consultant awarded the Agreement shall provide the County with a certificate of insurance and endorsements meeting and/or containing the following:

- Policy limits of insurance as required in the "sample" agreement Section 6
- Deductibles shall be declared
- NAIC# for insurers shall be provided on the certificate
- 30 - day notice of cancellation
- Certificate Holder is "Stanislaus County"

- Endorsement naming "Stanislaus County" as additional insured (GL and Auto)
- Waiver of subrogation (Worker's Compensation Section 6.3 of sample agreement)
- Carrier admitted/licensed to issue insurance in California
- Best's rating of no less than A-, and Financial Size Category of at least VII

An "Insurance Checklist" is included in this RFP package.

7. Sample Agreement

A sample Agreement is attached for the purpose of informing the proposer of the fixed, predetermined, standard contract provisions with which they will be required to comply. These provisions are subject to revision by the County at any time prior to the signing of the agreement.

8. Exceptions

The submission of a proposal shall be considered an agreement to all the terms, conditions (including insurance requirements) and specifications provided herein and in the various proposal documents, unless specifically noted otherwise in the proposal.

9. Submission of Proposals

The submission of a proposal is a two-(2) phase process. Proposals consisting of two (2) separately sealed envelopes one marked "PROPOSAL" and the other marked "RFP-PRICING" shall be submitted to the Stanislaus County Purchasing Division at the place and time specified in this notice.

During phase one (1) the Proposal Statements and RFP-Pricing will be received by the County's Purchasing Division. However, only the Proposal Statements will be opened at that time. Thereafter, the Proposal Statements will be forwarded to the Stanislaus County Department of Environmental Resources Committee for evaluation. The sealed pricing will remain with the Purchasing Division until the Evaluation Committee has completed the evaluation of the Proposal Statements. Upon notification of the completion of the evaluation of the Proposal Statements, the Purchasing Division shall open the sealed pricing and provide the RFP Pricing results to the Evaluation Committee.

In phase two (2), the Evaluation Committee shall evaluate the pricing and select the proposal, which is considered to be the most qualified, cost effective and is in the best interest of the County.

The proposal should clearly demonstrate that the Proposer is qualified to responsibly lease the Property. The proposal should be broken down into three sections:

Section 1 – The Proposer's Qualifications

Section 2 – The Proposer's Financial Qualifications

Section 3 – The Proposer's Pricing Proposal (Lease rate per acre per year)

- Each section shall be preceded by a 8 ½" by 11" tab divider
- Each section shall be clearly labeled. (i.e. Section 1 – Qualifications, etc., See below items A-C under "Proposal Elements" for the required sections.)
- Each Item listed under the Section (i.e. Section 1 – Qualification Proposal, Item 1 – Background/Resource Information, etc.) shall have a corresponding tab identifying the numeric value assigned to the Item.)
- Section 3 "RFP-PRICING" shall be submitted to the County as identified in this section.
- Under "10. – Proposal Elements, A", Section 1, **item 6**, shall be preceded by a tab divider and labeled "Approach and Understanding of Requirements".
- Proposal documents not identified above shall be included in a section labeled "Other RFP documents."

The County reserves the right to waive any informalities or minor irregularities in connection with Proposals received.

10. **Proposal Elements**

Below are the detailed elements of each section of the proposal. (Section I Qualifications Proposal, Section II Financial Reports, and Section III Pricing Proposals.) Proposers shall address these elements as indicated:

A. **Section I Qualification Proposal**

In Section I, please submit your Qualification proposal, which includes a complete profile of your firm outlining its background, philosophy and experience, and information about your firm's ability to perform the work. This section shall include responses to the following:

1. Background/Resource Information

Describe your base property resource including but not limited to:

- Family and business name;
- Place of residence;
- Ranchland currently owned, location, size (acreage), and description (including types of animals ranched);
- Ranchland currently rented/leased, location, size (acreage), and description (including types of animals ranched).

2. Experience

Describe your grazing and beef/dairy cattle/livestock experience. Include the following:

- Number of years in beef/dairy/grazing business, pasturing, maintaining and producing livestock;
- Locations;
- Scope of operations;
- Head managed/owned;
- List clients, customers and business associates;
- List the overall size of your operation including number of full- and part-time employees and in what capacity is each employed;
- List major equipment assets you have/own.

3. Sub-Lessees

Submit a detailed description of expected sub-lessees who might be involved including a general overview of the firm and brief resumes of key personnel.

4. References

Provide the following information regarding three clients with contracts similar in scope to this license. Include the following:

- Client name, address, phone number and contact name;
- Description of ranchland rented;
- Contract term(s).

5. Previous Lease/Rental

- List of leases/rentals that have not been renewed or terminated in the past five (5) years. List names, addresses, telephone numbers and contact persons.

6. Approach and Understanding of Requirements:

In your proposal, please outline in as much detail as possible, your grazing management (work) plan for the property to ensure healthy development of livestock but also stewardship and good neighbor of the land. You are encouraged to use a map or schematic to help describe and clarify your plan. Remember that fence lines do not always correspond to property lines.

Provide a description of your company's understanding of the specific project goals and requirements with highlights of those that are particularly significant to the project and the delivery of services.

Proposer's shall provide a discussion which includes the focus on issues concerning the County and cooperating jurisdictions.

The following items shall be included in your proposal response under this section of the RFP:

- Attach project approach.
- Attach detailed timeline.
- Attach detailed work (grazing) plan, including but not limited to the following information:
 - ♦ How many head will you graze;
 - ♦ At what times will you graze the head;
 - ♦ At what locations will grazing take place;
 - ♦ How will you monitor overgrazing;
 - ♦ How often will you monitor overgrazing;
 - ♦ Who will inspect;
 - ♦ How will they inspect;
 - ♦ Please describe how you will monitor rainfall and forage and adjust grazing based upon accumulation, growth and seasonal variances;
 - ♦ Please address in detail how you use supplement feeding when grazing areas are not producing enough forage.
 - ♦ Please describe how you will provide proper upkeep of the land and all associated equipment and emplacements.
- Attach detailed resource plan.

IT IS IMPORTANT THAT A COMPLETE DESCRIPTION BE PROVIDED.

B. Section II Financial Reports

1. In Section II please submit financial information, which demonstrates your financial ability to pay for all costs pertaining to land management.
2. Provide bank references.
3. Proposer shall provide proof of insurance satisfactory and acceptable to the County as evidence that insurance meets the requirements set forth in Section 6 – Insurance, of the sample Agreement included in the RFP package.
4. List insurance companies, including addresses, telephone numbers, and contacts.

If any of the above documents or information are not available, state, "Not Available," and state the reason such information is not available.

C. Section III Pricing Proposals

Proposers shall submit a separate document proposing the Lease Rate for approximately 752.63 acres in the proposal response. **The minimum amount of rent to be offered shall be \$5,000.00, however, no deposit is required.** (See Pages 11 through 13, "Submission of Proposals" and "Proposal Elements," and "Bid Sheet" for specific instructions.)

Note that the Tenant will be required to pay all costs associated with the operation of the grazing, including any proposed fencing, maintenance and repair costs.

11. Pricing Evaluation

The maximum possible weight for pricing is 100. This 100 possible points is not per evaluator nor an aggregate score of the evaluators.

The formula for the weight assigned to the pricing is as follows:

100 = (highest total price)

X% = (highest total price / next highest price)

weight assigned to pricing = (X% * 100)

12. Evaluation of Proposals

This section identifies the selection process, evaluation criteria, and steps that shall be used in evaluating Proposer responses. The objective of this evaluation is to perform a thorough and fair evaluation of Proposer responses and facilitate the selection of a solution that best satisfies the County requirements. The following describes the evaluation process and associated components.

The County shall evaluate proposals based on the criteria set forth below and intends to award a contract based on the best overall value to the County.

A. Selection Process

The County shall name, for the purpose of evaluating the proposals for this RFP an Evaluation Committee composed of representatives from the County. The County may elect to include as part of the Evaluation Committee qualified representatives from other agencies or entities.

Proposal documentation requirements set forth in this RFP are designed to provide guidance to the Proposer concerning the type of information that shall be used by the Evaluation Committee. Proposers shall be prepared to respond to requests by the Evaluation Committee for oral presentations, facility surveys, and other items deemed necessary to assist in the

detailed evaluation process. Proposers are advised that the County, at their option, may award this proposal on the basis of the initial proposals.

B. Evaluation Steps

It is anticipated that the following steps will be performed by the Evaluation Committee in evaluating proposals, however, a strict observance to the Evaluation Steps is not required. A description of each evaluation step is provided.

- Step 1 Review and Evaluation of proposal
- Step 2 Proposer Interviews (Optional)
- Step 3 Ranking of Proposals
- Step 4 Recommendation of Award

The Evaluation Committee shall be responsible for performing the evaluations of each proposal, including an evaluation of the proposed cost. Each member of the Committee shall rate the Proposers separately. The scores of each of the Committee members shall then be aggregated to provide a total score for each of the Proposers.

The proposals shall be evaluated on the following categories and the maximum weight possible for each category is listed below:

<u>Evaluation Categories</u>	<u>Maximum Weight Possible</u>
Quality of Proposal	5
Financials	20
The extent and proximity of bidder's base property resource.	15
Qualification and experience in grazing and the beef/dairy cattle industry.	35
Approach and Understanding including detailed work (grazing) plan.	25
Total Possible weight	<u>100</u>

The overall proposal weight (OPW) formula is as follows:

$$(\text{Aggregate proposal weight} + \text{pricing weight}) = \text{OPW}$$

Should the County exercise the option to interview, only those firms or persons judged by the evaluators to be the most qualified to perform the work required under the Agreement shall be placed on an "interview list". Those on the interview list shall be requested to make a formal presentation of their proposals to the County. On the basis of the oral presentation and the written proposal, the evaluators shall make a final ranking of potential consultants.

13. Award

Award will be made to the qualified proposer whose proposal will be most advantageous to the County, with price and all other factors considered. Proposed rent, although a consideration will not be the sole determining factor.

All proposals received after the time specified in this Notice will not be considered and will be returned unopened.

Bid Sheet

Rent will be charged annually.

Rent (**Minimum of \$5,000 annually, no deposit required**)

Provide your proposed rent per acre/per year basis.

\$ _____

Firm Name: _____

Signed By: _____

Name Typed: _____

Title: _____

Date: _____



SAMPLE

GSA PURCHASING AGENT
1010 Tenth Street, Suite 5400, Modesto, CA 95354
PO Box 3229, Modesto, CA 95353-3229
Phone: (209) 525-6319
Fax: (209) 525-7787

GRAZING LEASE

The County of Stanislaus, a political subdivision of the State of California herein called "Lessor," hereby leases to _____, herein called "Lessee," approximately 752.6 acres of rolling hills adjacent to the west of the active Fink Road Landfill, 4000 Fink Road, Crows Landing, California 95313, Salado Creek Panel, Patterson Quadrant B, herein called "the Premises," in the County of Stanislaus, State of California, more particularly depicted in Exhibit "A" attached hereto and by this reference made a part hereof, on the following terms and conditions:

1. **TERM OF LEASE.** The term of this Lease shall be for the period of **fifteen (15)** years, commencing at 12:01 a.m. _____, and terminating at 11:59 p.m. _____.
2. **PAYMENT.** Lessee agrees to pay to Lessor and Lessor agrees to accept as payment of \$_____ per acre for the use and possession of the premises, the sum of \$_____ per year, payable to the "County of Stanislaus" in advance on the first day of July of each lease year, commencing _____ at the office of the Department of Environmental Resources - Landfill, 3800 Cornucopia Way, Suite C, Modesto, California 95358-9494.
3. **USE OF PREMISES.** The premises shall, during the term of this Lease, be used for grazing, pasturing, maintenance and production of livestock, and for uses normally incident to such purpose, and for no other purposes.

That area of the leased premises designated on Exhibit "A" as the "South Pasture" shall be available for use by the Lessee year round. Due to the stockpiling of soils from the active landfill site onto the portion of the premises designated as the "North Pasture" on Exhibit "A," the North Pasture may only be used for grazing purposes during the period of November 1 through April 30 of each year. Lessee shall remove all livestock from the North Pasture before May 1st of each year. In the event that the North Pasture becomes inaccessible to the Lessor due to inclement weather prior to November 1st, Lessor may, at its sole discretion, permit Lessee's livestock to be placed in the North Pasture prior to November 1st of any year. Grazing is subject to all easements in force.

4. **WITHDRAWAL OF LAND FROM LEASED PREMISES.** Lessor may, in each year during the term of this Lease, withdraw from the leased premises up to one hundred seventy five (175) acres from the North Pasture for the purpose of landfill expansion. Lessor shall give Lessee ninety (90) days prior written notice of such withdrawal. Upon the effective date of the withdrawal, the payment shall be proportionately reduced on the basis of the number of acres withdrawn compared to the number of acres leased. Lessor may also, during the term of the lease, withdraw up to four (4) acres from the North Pasture along the Fink Road Landfill boundary for the purpose of constructing a landfill access road. Lessor shall give Lessee ninety (90) days prior written notice of such withdrawal. Upon the effective date of the withdrawal, the payment shall be proportionately reduced on the basis of the number of acres withdrawn compared to the number of acres leased.

Any acreage, up to the 175 and/or the 4 acres allowed for withdrawal, that is not withdrawn in any year, may be withdrawn, in Lessor's sole discretion, in any subsequent year, in addition to the acres that are withdrawn for that current year.

5. **OPERATIONS.** All operations on the premises shall be conducted by Lessee in accordance with the best course of husbandry practiced in the neighborhood. Should Lessee fail to take any action required by the best course of husbandry practiced in the vicinity of the premises or

should Lessee fail to conduct any operation undertaken by him on the premises in accordance with the best course of husbandry practiced in the vicinity, Lessor may, after serving ten (10) days prior written notice of such failure on Lessee in the manner provided for service of notices in this Lease, enter the premises and take such action as Lessor deems necessary to protect its interest in this Lease in the premises.

6. **WASTE OR NUISANCE.** Lessee shall not commit or permit the commission by others of any waste on the premises; Lessee shall not maintain, commit or permit the maintenance or commission of any nuisance as defined in Section 3479, et. seq. of the California Civil Code; and Lessee shall not use or permit the use of the premises for any unlawful purposes.

7. **MAINTENANCE.** Lessee shall, at his own cost and expenses, keep and maintain the premises and improvements on the premises, in good order and repair and in as safe and clean a condition as they were when received by him from Lessor. Lessee shall keep and maintain at his sole cost and expense, all fences now upon the premises in good order and repair. Any new fences required will be at the sole expense of Lessee. All fencing repairs and new fences made by Lessee shall be in accordance with County standards and be approved by Lessor.

8. **TAXES AND OTHER CHARGES.** It is understood that the property interest created by this Lease may be subject to property taxation and that Lessee shall pay all taxes, assessments or other charges levied or made as a result of Lessee's possession or use of the premises without contribution by Lessor.

9. **ENTRY BY OTHERS.** Lessor shall have the right to post signs forbidding trespass by persons other than Lessee or his employees upon the premises, and to deny entry upon the premises to unauthorized persons.

10. **ALTERATIONS.** Lessee shall not make or permit any other person to make any alterations to the premises or any improvement thereon without the prior written consent of Lessor.

11. **INSPECTIONS BY LESSOR.** Lessee shall permit Lessor's agents, representatives or employees to enter the premises at all reasonable times for the purpose of inspecting the premises to determine whether Lessee is complying with the terms of the Lease and for landfill purposes or doing other lawful acts that may be necessary to protect Lessor's interest.

Lessor may, after serving the Lessee ten (10) days prior written notice of failure to comply with the terms of the Lease in the manner provided for service of notices in this Lease, enter the premises and take such action, as Lessor deems necessary to protect its interest in this Lease in the premises.

12. **HOLD HARMLESS.** Lessee agrees to defend and indemnify and hold Lessor harmless from any and all claims, liability, loss, damage or expense resulting from Lessee's occupation and use of the premises.

13. **ASSIGNMENT.** Lessee shall not assign, sublet, encumber or otherwise transfer this Lease, any right or interest in this Lease, or any right or interest in the premises without the prior written consent of Lessor. Without the consent of Lessor, any attempted assignment or transfer of this Lease or any interest therein, either by voluntary or involuntary act of Lessee or by operation of law or otherwise, shall, at the option of Lessor, terminate this Lease. The Stanislaus County Department of Environmental Resources Director is authorized to grant the consent of Lessor, as required by this paragraph.

14. **DEFAULT BY LESSEE.** All covenants and agreements contained in this Lease are declared to be conditions to this Lease. Should Lessee default in the performance of any condition or agreement contained in this Lease, Lessor may terminate and re-enter and regain possession of the premises in the manner then provided by the laws of unlawful detainer in the State of California then in effect.

15. **ATTORNEY'S FEES.** Should any litigation be commenced between the parties to this Lease concerning the premises, this Lease or the rights and duties in relation thereto, the party, Lessor or Lessee, prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for the attorney's fees in such litigation which shall be determined by the court in such litigation or in separate action brought for that purpose.

16. **GOVERNING LAW AND VENUE.** This Lease shall be deemed to be made under, and shall be governed by the construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Lease shall have venue in the County of Stanislaus, State of California.

17. **NOTICES.** Notices desired or required to be given by this Lease, or by any law now or hereinafter in effect, may be given by enclosing the same in a sealed envelope, addressed to the party for whom intended and by depositing such envelope, with postage prepaid, in the United States Post Office or any substation thereof, or any public letter box. Any such notice and the envelope containing the same shall be addressed to Lessee as follows:

NAME AND ADDRESS OF LESSEE

Or such other place as may hereinafter be designated in writing by Lessee and the notices and envelopes containing the same to Lessor shall be addressed as follows:

Stanislaus County
Department of Environmental Resources
3800 Cornucopia Way, Suite C
Modesto, CA 95358
Attn: Susan M. Garcia

or such other place as may hereinafter be designated in writing by Lessor.

18. **BINDING ON HEIRS.** This Lease shall be binding on and shall enure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto, but nothing in this paragraph shall be construed as a consent by Lessor to any assignment of this Lease or any interest therein by Lessee except as provided in **ASSIGNMENT.**

19. **RENEWAL.** Provided that no material Default has occurred and is continuing under the Lease at the time the option is exercised, Lessee shall have **two (2)** options to renew this Lease for an additional period of five **(5)** years each (respectively, the "First Extension Term," and the "Second Extension Term" collectively, the "Extension Terms") from the expiration of the term of this Lease on the same terms, covenants and conditions as herein contained or any other terms mutually agreed to by both parties. If the renewal of this Lease is agreeable to both parties, the parties must exercise this renewal provision, if at all, in writing at least two (2) months prior to the termination of the existing Lease period.

20. **MODIFICATION.** Lessor may modify the method, amount, or rate of consideration effective on each fifth year anniversary of the beginning date of this Lease. Should Lessor fail to exercise such right effective on any fifth year anniversary it may do so effective any one (1) of the next five (5) year anniversaries following such fifth year anniversary, without prejudice to its right to effect such modification on the next or any succeeding fifth year anniversary. No such modification shall become effective unless Lessee is given at least thirty (30) days notice prior to the effective date.

21. **TERMINATION.** Lessor may terminate this Lease for any reason at their sole discretion with 30-day notice.

22. **TIME OF ESSENCE.** Time is expressly declared to be the essence of this Lease.

23. **WAIVER.** The waiver of any breach of any of the provisions of this Lease by Lessor shall not constitute a continuing waiver or a waiver of any subsequent breach by Lessee either of the same or of another provision of this Lease.

24. **COMMUNICATION.** Lessee shall work and communicate closely with the owner or managers of leased land. This would include, but is not limited to emergency responses concerning cattle, public concerns, contract needs, damage control and continuing good relations with staff.

25. **STEWARDS OF THE LAND.**

a. Being good stewards of the land would include, but not be limited to, issues such as not overgrazing, herd management and landfill needs that successfully co-exist with the grazing lands.

b. Lessee shall exercise good grazing practices to avoid overgrazing of the Lease Premises. Lessor may at any time during the Lease term, make an analysis of forage conditions utilizing accepted range management practices. Such analysis shall indicate grazing conditions and may include a determination of forage levels, at various times, during the year. Lessor shall have the right to require Lessee to move cattle to or from any area of the Lease Premises where any overgrazing situation may exist for a period of time consistent with the grazing analysis. If supplemental feeding is utilized, distribution of feed will be such that livestock are not concentrated so as to cause damage to vegetation and soil and Lessee shall only allow supplemental feeding of certified weed-free feed.

26. **GOOD NEIGHBOR.** Being a good neighbor with adjacent land owners and/or lease holders would include, but not be limited to, frequency of fence line inspection and repairs, the frequency of herd counts and inspections, and herd management practices.

EXECUTED ON _____ at Modesto, California.

STANISLAUS COUNTY:

LESSOR:

LESSEE:

Sonya K. Harrigfeld
Department of Parks and Recreation

Date

Date

APPROVED AS TO FORM:

John P. Doering
County Counsel

Thomas E. Boze
Deputy County Counsel

Date

Exhibit A- MAP

RFP NO. 09-51-TRS
LEASE OF REAL PROPERTY FOR GRAZING
LOCATION: 4000 FINK ROAD
CROWS LANDING, CA

