

**Dixon Resource
Conservation District**

1170 N. Lincoln Street, Suite 110, Dixon, CA 95620
Phone (707) 678-1655

Request for Proposals

Grazing Sub-Lease Opportunity

Tule Ranch Southwestern Unit
In the Yolo Bypass Wildlife Area
Owner: CA Department of Fish & Game
Lessee: Dixon Resource Conservation District
Release Date Monday March 24, 2008

The Dixon Resource Conservation District (DRCD) is requesting proposals from livestock operators who have experience working on public lands with specific wildlife habitat goals. A successful proposal will convey flexibility, innovative ideas and an understanding of the unique aspects of operating on a publicly owned property with multiple land use goals. From the proposals, one or more candidates will be selected to enter into negotiations to develop a **five year cash sublease agreement**.

Sublease Proposals must be received **no later than 2pm Wednesday April 23, 2008**

c/o John S. Currey, AFM
Dixon Resource Conservation District
1170 N. Lincoln Street, Suite 110, Dixon, CA 95620
Please direct any questions to DRCD farm lease manager
John Currey (707) 678-1656 ext 105

Proposers assume the risk of the method of dispatch chosen. DRCD assumes no responsibility for delays caused by any delivery service. Postmarking by the due date shall not substitute for actual proposal receipt by DRCD. Late proposals will not be accepted and no additional time will be granted to any potential proposer.

Proposals may not be delivered orally, by facsimile transmission, or by other telecommunication or electronic means.

The RFP includes:

**Objectives for Sublease
Property Description
Submittal Requirements
Selection Schedule & Procedure
Criteria for Rating Proposals
General Terms & Conditions
Map of Property
Sample of Sublease Agreement**

OBJECTIVES FOR SUBLEASE

DRCD seeks a sublessee who can conduct a livestock operation on the Yolo Bypass Wildlife Area (YBWA) that consists of a core grazing lease on the Tule Ranch southwestern unit with additional as needed grazing in other areas of the YBWA. Additional work, including water management, water system and road maintenance, fencing projects etc., will be required by the sublessee(s) and will be offset in rent payments. Grazing on the YBWA will be expected to follow the general guidelines described in the Land Management Plan for the YBWA (DRAFT can be viewed at <http://www.yolobasin.org/management.cfm>). The sublease will be expected to support California Department of Fish and Game's (DFG) overall goals of flood control, management of habitat for ecological value and public use, and revenue creation for the entire Wildlife Area.

A minimum of quarterly communication will be required with DRCD and DFG staff to coordinate activities. DRCD would be willing to consider a minimum rent guarantee with a clause for unfulfilled commitments due to floods. The sublease agreement will require written approval of DRCD and DFG for any further subleasing. A County possessory interest tax of approximately 1% of lease value will be assessed by Yolo County. DFG will also develop a USDA Natural Resources Conservation Services (NRCS) conservation plan in coordination with the sublessee(s) that will set forth specific criteria for determining annual grazing rotations.

10 Critical DFG objectives for the Tule Ranch southwestern unit

Specific objectives for the Tule Ranch unit include working closely with the sublessee(s) to use grazing as a tool in maintaining and improving the existing important vernal pool habitat, rare plant communities, and managed uplands and wetlands. This program takes place on a State Wildlife Area with a variety of public use activities.

1. Grazing on the Tule Ranch unit can continue to be managed to help control non-native plants including annual rye grass, yellow star thistle and perennial pepperweed, as well as allowing native forbs to thrive in the vernal pool areas.
2. In specific areas grazing can be used to control unwanted vegetation in wetlands in order to maintain the YBWA's compatibility with flood control in the Yolo Bypass.
3. The irrigated pasture fields can provide dense nesting cover for mallard and ring-necked pheasant in the spring and early summer months.
4. Grazing can be used to reduce cover in order to provide appropriate short pasture for geese and sandhill cranes during the winter months.
5. The irrigated pasture can be managed to maximize nesting habitat by the addition of some strategic fencing or possibly the construction of brood ponds.
6. Cattle grazing will provide an income stream to be used for the management of the entire YBWA.
7. Grazing will be used in research proposals to more fully understand the role of grazing for habitat management on the YBWA.
8. Grazing activity must be flexible enough to accommodate the public use activities that take place on the YBWA including hunting, fishing, wildlife viewing and wildflower viewing.
9. Sublessee or a representative must be available within two hours of being contacted by a DFG or DRCD representative in regards to immediate concerns.
10. Grazing sublessee must be able and flexible to adjust to seasonal variations and/or additional DFG needs (fencing, water/road maintenance etc.).

PROPERTY DESCRIPTION

The core grazing lease area consists of 3,425 acres (2,785 dryland acres and 640 irrigated acres), currently broken down into the units listed below. The core lease area's northern boundary is approximately one mile south of Putah Creek. The lease area includes a main residence, a garage, a shop, a second residence, four barns, several storage buildings, fuel tanks, a carport, and a set of corrals. The point of access for the core grazing lease area will be from Road 36 (see attached map).

Grazing has historically been the primary use. The dominant soils are sandy loams to silty clays (Capay Silty Clay, Clear Lake Soils *flooded*, and Pescadero Soils *flooded*). These soils are somewhat poorly drained with slow permeability and are regularly inundated when the Bypass is flooded.

Current Management Units On Tule Ranch

Core Grazing Lease		3425.00
Eight Field	Grazing	165.00
Bull Field	Grazing	250.00
Umbrella Field	Grazing	773.00
Fireman Field	Grazing	647.00
SW Field	Grazing	331.00
Central Fields	Irrigated Pasture	640.00
Central Fields	Grazing	380.00
Tree Field	Grazing	239.00
Possible Graze As Needed Units		1228.00
East Field	Wetland Project	807.00
NW Field	Wetland Project	421.00

In addition to the Core Grazing Lease, DFG may make additional acres available for grazing, on an annual as needed basis, on a portion of its 1228 acres of wetland projects for the purpose of wildlife or native plant habitat improvement. Depending on winter and spring weather and any ensuing floods, under the current management the cows typically begin grazing the non-irrigated fields during the month of May and remain until after calving (Nov-Dec). The irrigated pasture has been irrigated between April 15th and Oct 15th and has been used for cow/calves. The stocking rates for years 2004 to 2006 have ranged from .96 aum/acre to 1.27 aum/acre on the non-irrigated land and 5.11 aum/acre to 7.85 aum/acre on the irrigated pasture. Stocking rates are heavily dependent on amount and duration of Bypass flooding and any resulting weed issues.

Water

Approximately 4 acre feet of water per acre, from several sources, have been used annually to irrigate pasture. Pro-rata maintenance and power costs for the water are shared by the sublessee and six duck clubs that also use the water. The sublessee may be expected to perform water management and maintenance activities and must remain in close coordination with DFG staff and Duck Club representatives when water needs overlap. In addition to the pooled water costs the sublessee will be required to pay water costs for two additional lifts that only supply water to the irrigated pasture. The irrigated pasture consists of both leveled fields and contoured fields.

SUBMITTAL REQUIREMENTS

Responses must be no more than five pages that include:

- 1) Transmittal Letter
 - (a) The Transmittal Letter must be signed by a company officer empowered to bind the proposing vendor to the provisions of this RFP and any contract awarded pursuant to it.
 - (b) The Transmittal Letter must provide the name, mailing address, and telephone number of the person DRCD should contact regarding the proposal.
 - (c) The Transmittal Letter must state whether the proposer or any individual who will perform work under the sublease has a possible conflict of interest (*e.g.*, employment by DRCD) and, if so, the nature of that conflict. DRCD reserves the right to cancel an award if any interest disclosed from any source could either give the appearance of a conflict of interest or cause speculation as to the objectivity of the offeror. Such determination regarding any questions of conflict of interest shall be solely within the discretion of DRCD.
- 2) Rental rate (can be per acre or per animal unit)
- 3) Description of how the grazing lease would be managed to fulfill the 10 stated Critical DFG Objectives
- 4) List of at least two references from other leases, with contact persons and phone numbers
- 5) Description of the personnel and organizational structure of the grazing operation including the following:
 - (a) a brief, descriptive statement indicating the proposer's credentials to deliver the services sought under this RFP;
 - (b) a brief description of the proposer's background and organizational history; years in business;
 - (c) brief statement of how long the proposer has been performing the services required by this RFP;
 - (d) location of offices;
 - (e) form of business (*i.e.*, individual, sole proprietor, corporation, non-profit corporation, partnership, joint venture, limited liability company, *et cetera*);
 - (f) a statement as to whether there is any pending litigation against the proposer; and if such litigation exists, a statement describing the nature of the litigation; and
 - (g) a statement as to whether, in the last ten years, the Proposer has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors; and if so, an explanation providing relevant details.
- 6) Description of the qualifications and experience of the proposed sublessee.
- 7) A statement of acknowledgement that DRCD's form of sublease agreement has been reviewed and accepted with or without qualification. If qualifications are involved, those items requiring adjustment or modification must be identified and listed along with suggested modifications to the sublease. If no modifications to the sublease are noted, then DRCD will assume that the proposer is capable of performing all requirements under the sublease.

SELECTION SCHEDULE & PROCEDURE

The following Selection Schedule represents DRCD's best estimate of the schedule that will be followed. Unless otherwise specified, the time of day for the following events shall be between 8:00 a.m. and 4:30 p.m., Pacific Time. DRCD reserves the right, at its sole discretion, to adjust this schedule as it deems necessary.

Selection Schedule

RFP Distributed	March 24, 2008
Proposals Due	April 23, 2008, 2:00 p.m.
Evaluation and Ranking	May 15, 2008
Interviews, if necessary	June 1, 2008 to June 15, 2008
Final selection/notification	July 1, 2008
Begin Sublease Negotiations	July 2, 2008
Finalize Sublease	October 1, 2008
Begin new subleases	March 1, 2009

CRITERIA FOR RATING PROPOSALS

Proposals accepted under the terms of this RFP will be evaluated and ranked by an evaluation team which may consist of DFG Wildlife Area Manager, regional DFG representative, DRCD District Manager, and a DRCD Board member. Composition of the review panel is subject to change at the sole discretion of DRCD.

The evaluation process is designed to award the sublease not necessarily to the proposer of highest rent, but rather to the proposer with the best combination of attributes based upon the evaluation criteria.

All proposals will be reviewed by the RFP Coordinator to determine compliance with basic proposal requirements as specified in this RFP. If the RFP Coordinator determines that a proposal may be missing one or more such requirements, the proposal evaluation team will review the proposal to determine:

- (a) if it meets requirements for further evaluation;
- (b) if DRCD will request clarification(s) or correction(s); or
- (c) if DRCD will determine the proposal nonresponsive and reject it.

Proposals will be ranked based on the criteria set forth below.

<u>Rating/Scoring Criteria</u>	<u>Maximum Possible Points</u>
Amount of Net Income to the Department	100 points
How Well 10 Stated DFG Critical Objectives Would Be Met	100 points (<i>10 points each</i>)
References	100 points

DRCD reserves the right, at its sole discretion, to request clarifications of proposals or to conduct discussions for the purpose of clarification with any or all proposers. The purpose of any such discussions shall be to ensure full understanding of the proposal. If clarifications are made as a result of such discussion, the proposer shall put such clarifications in writing.

Interviews

Following review and ranking, DRCD reserves the right, at DRCD's sole discretion, to conduct interviews with the top three ranked proposers. The proposers interviewed will then be evaluated and one or more will be invited to proceed with contract negotiations.

Contracting

Sublease award is subject to the sublease approval of all appropriate DRCD and DFG officials in accordance with applicable laws and regulations.

The RFP and the sublessee selection processes do **not** obligate DRCD and do **not** create rights, interests, or claims of entitlement in the apparent best evaluated proposer or any vendor. Sublease award and DRCD obligations pursuant thereto shall commence **only** after the sublease is signed by the sublessee and appropriate DRCD official(s) as required by DRCD regulations to establish a legally binding contract.

GENERAL TERMS AND CONDITIONS

Right of Rejection

1. DRCD reserves the right, at its sole discretion, to reject any and all proposals or to cancel this RFP in its entirety.
2. Any proposal received which does not meet the requirements of this RFP may be considered to be nonresponsive, and the proposal may be rejected. Proposers must comply with all of the terms of this RFP and all applicable State and County laws and regulations. DRCD may reject any proposal that does not comply with all of the terms, conditions, and performance requirements of this RFP.
3. Proposers may not restrict the rights of DRCD or otherwise qualify their proposals. If a Proposer does so, DRCD may determine the proposal to be a nonresponsive counteroffer, and the proposal may be rejected.
4. DRCD reserves the right, at its sole discretion, to waive variances in proposals provided such action is in the best interest of DRCD. Where DRCD waives minor variances in proposals, such waiver does not modify the RFP requirements or excuse the proposer from full compliance with the RFP. Notwithstanding any minor variance, DRCD may hold any Proposer to strict compliance with the RFP.

RFP Amendment/Cancellation

DRCD reserves the unilateral right to amend this RFP in writing at any time. DRCD also reserves the right to cancel or reissue the RFP at its sole discretion. Proposers shall respond to the final written RFP and any exhibits, attachments, and amendments.

Disclosure of Proposal Contents

All proposals and other materials submitted in response to this RFP procurement process become the property of the DRCD. Selection or rejection of a proposal does not affect this right. All proposal information, including detailed price and cost information, shall be held in confidence during the evaluation process. Upon the completion of the evaluation of proposal, indicated by public release of an Evaluation Notice, the proposals and associated materials shall be open for review by the public to the extent allowed by the California Public Records Act, (Government Code Section 6250-6270 and 6275-6276.48). By submitting a proposal, the Proposer acknowledges and accepts that the contents of the proposal and associated documents shall become open to public inspection.

Severability

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and, the rights and obligations of DRCD and the proposers shall be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

Questions or Comments:

The following RFP is the main point of contact for this RFP: John Currey, DRCD at 707-678-1655 ext 105.