

RFR DFW-2015-021: Biodiversity Initiative Contract for Establishment of Native Warm Season Grasses at the Frances Crane (North) WMA in Falmouth, MA



Introduction

The abandoned agricultural fields at Frances Crane (North) WMA presently provide significant acreage of high quality warm season grassland habitat. As a result, these fields have been identified by the *Action Plan for the Conservation of State-listed Obligate Grassland Birds in Massachusetts* as one of the best opportunities in the Commonwealth to support the conservation of rare and declining grassland bird species. Expansion of the grassland will increase the suitable habitat to area sensitive state listed grassland birds. The Division of Fisheries & Wildlife (DFW) has already begun related work at Frances Crane WMA to enhance and expand the quality of the grassland through tree clearing, invasive plant control, hedgerow removal and prescribed fire. To compliment this work, DFW is seeking proposals for the seeding of native warm season grasses in areas of mostly bare soil resulting from recent woodland clearing.

Project Description

The project area consists of up to 110 acres of second growth pitch pine and oak woodlands that are being cleared by a private vendor, with an estimated completion date of on or before April 1, 2015 (Figs. 01 and 02). These areas occur in four separate polygons and have sandy-silt soils on flat-to-rolling topography (Fig. 01). These areas will be bare, graded soil with all stumps removed or ground.

The contractor is to establish warm season grasses (WSG) throughout the 110 acres of recently cleared woodlands. DFW will provide coated, inoculated little bluestem WSG seed. This work is scheduled for completion in FY2015 (which ends June 30, 2015, pending availability of adequate funds). Should adequate funds not be available to complete all 110 acres by June 30, 2015, DFW would make every effort to complete the remaining acres by June 30, 2016.

Treatment Specifications

- 1) Vendor will be responsible for planting WSG to ensure good contact with exposed soil and according to the seed mix specifications provided by Masswildlife and the seed supplier between April 1 and June 30, 2015, or an alternative timeframe agreed upon by DFW.
- 2) The Vendor shall plant the coated little bluestem seed mix provided by DFW using a conventional seeding type machine like a billion or using a broadcast and drag seeding system which ensures seed to soil contact and a planting depth of $\frac{1}{4}$ ". The little bluestem seed is coated with a polymer coating which helps it hold water as well as doubling the weight of the seed. A seeding rate of 16 pounds per acre is required which should yield between 12-15 seeds per square foot. **A DFW staff person must be on site during the seeding operation to ensure that the seeding specifications are met. The vendor will be required to coordinate the timing of seeding with DFW.**
- 3) The Vendor shall obtain DFW approval for the method of seeding applied. **The vendor is responsible for describing the type of seeding equipment selected, why this equipment was**

selected, and how it will be used in relation to the successful WSG seed planting (see attached mandatory bidsheet).

- 5) All roads used by the vendor for access to the fields must be restored to their pre-treatment condition at the conclusion of the seeding operation in coordination with, and to the satisfaction of, DFW staff. **Any ruts that are made during the treatments must be graded promptly as conditions permit** to the satisfaction of DFW staff. A DFW staff person will be on site for the majority of the operation and communicate daily with the vendor concerning treatment site conditions.

The project is scheduled to begin during **Spring and early Summer of 2015**. All work is contingent upon annual appropriation of funds and other logistical constraints. The specific timing of the operation will be arranged between the Vendor and DFW.

Other Contract Requirements

- The Vendor must notify the DFW representative prior to commencement of operations, even if a Notice to Proceed has been issued. Any work that is completed prior to notification is considered unauthorized and will not be paid for.
- All equipment operators are required to meet with a DFW representative to walk the entire project site prior to beginning work.
- Any accidents or injuries to workers, environmental accidents, or damage to public or private property associated with this project must be reported to DFW within 48 hours of the incident.
- **The winning bidder will be required to thoroughly clean the exterior, undercarriage, and tires/tracks of his/her equipment with a high pressure washer at a maintenance facility prior to bringing the equipment on site according to DFW's Best Management Practices (Appendix 01).** Cleaning will substantially reduce the chance of spreading invasive exotic plants from a previous work site. Machinery that has not been cleaned in this manner will not be allowed on site.
- Any flagging or other materials used on site during the application must be removed upon project completion (biodegradable flagging can be left in place).
- Any/all spills of hazardous material must be reported immediately to DFW.
- The Vendor shall be responsible for all damage or injury to property of any character during the prosecution of the work resulting from any act, omission, neglect, or misconduct in his/her manner or method of executing the work, or at any time due to defective work or materials, and said responsibility will not be released until the project shall have been completed and accepted by DFW, town officials, and other agencies with enforcement jurisdiction.
- When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the nonexecution thereof by the Vendor, he/she shall restore, at his/her expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, or otherwise restoring as may be directed, or he/she shall make good such damage or injury in an acceptable manner.
- The Vendor shall be required to indemnify the Commonwealth from and against any liability for claims arising from the Vendor's activities under the contract. To support this indemnification requirement, the Vendor shall provide a) comprehensive commercial general liability insurance, with coverage for bodily injury, wrongful death, and property damage in the amount of \$1,000,000 naming the Commonwealth as an additional insured regarding the work to be performed under this contract, and b) Workman's Compensation Insurance as required under Massachusetts law for all persons employed by the Vendor, and provide Certificates of Insurance for all sub-contractors evidencing the same coverage required of the Contractor.
- The Contractor shall provide as surety a performance bond and payment bond each **in the amount of**

50% of the contract price prior to beginning the work. Bonds must be furnished to DFW in the form of a surety bond issued by a surety company; a certified, treasurer's or cashier's check drawn on a responsible bank or trust company payable to the awarding authority; or cash.) [M.G.L. c. 149, §44A(2)(C) and M.G.L. c. 30, §39M(a)]. The performance bond shall be forfeited as liquidated damages if all contract provisions covered are not faithfully and fully performed by the Contractor. Should the amount of damages, as determined by DFW, exceed the amount of said bond, the Contractor agrees to pay the excess balance within 90 days. Otherwise, said bonds will be returned to the Contractor after all terms of this contract are fulfilled to the satisfaction of DFW.

- The Vendor shall comply with all federal, state, and local laws and regulations controlling pollution of the environment. The Vendor shall take necessary precautions to prevent pollution of streams, lakes, ponds, and reservoirs with fuels, oils, bitumens, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter.
- The storage or disposal of fuels, oils, bitumens, chemicals, or other harmful materials on any project sites or neighboring property is strictly prohibited.
- All persons employed by the Contractor shall have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration (OSHA) that is at least 10 hours in duration. Documentation of successful completion of said course shall be submitted with the certified payroll sheets for each employee.
- Any person employed by the Vendor or by any Subcontractor who, in the opinion of DFW's representative, does not perform his/her work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of DFW's representative, be removed by the Vendor or Subcontractor employing such person, and shall not be employed again in any portion of the project without the approval of DFW.
- Should the Vendor fail to remove such person or persons or fail to furnish suitable and sufficient personnel for the proper prosecution of the work, DFW's representative may suspend all work by written notice to the Vendor until compliance with such orders has been met.
- All equipment which is proposed to be used on the work site shall be of sufficient size and in such mechanical condition as to meet requirements of the project and to produce a satisfactory quality of work. Equipment used on any portion of the project site shall be used in such a way that no injury to previously completed work or adjacent property will result from its use.
- All mechanized equipment must be free of leaks in fuel and hydraulic lines during the course of work and must be removed from the site at the conclusion of work. Further, all mechanized equipment must carry oil-absorbent pads, quality subject to the approval of DFW, at all times to be used in the event of a fluid spill. Any employee working on a project site must receive instruction on proper response procedures to hazardous materials spills.

GENERAL INFORMATION:

- 1) It is the responsibility of the contractor to make all necessary measurements or assessments for bidding on this job.
- 2) Proof of liability insurance coverage shall be attached to the signed contract prior to project commencement.
- 3) All operations must be performed during normal working hours (Monday – Friday, 7:00 a.m. to 5:00 p.m.) unless other arrangements are made with DFW.
- 4) The total bid amount should not be limited to the previous description but shall include all materials and labor necessary to produce a completed job equal to or exceeding industry standards.
- 5) Total payment for this project shall be agreed upon before any work is initiated. The agreed sum shall be stated in the Notice to Proceed. Payment shall be made as a lump sum payment upon determination by DFW of completion of work, or as agreed upon in the scope of services and payment plan, and shall be made by DFW within thirty (30) days of receipt of an invoice. This provision shall not apply if DFW notifies the Contractor of insufficiencies in the work or non-compliance with the contract terms within thirty (30)

days of receipt of said invoice. If so notified, the invoice amount will not be remitted and no invoice or demand for payment will be accepted until the contract compliance has been met. Once compliance has been met, payment after resubmission of an invoice will be made within thirty (30) days.

- 6) Contractors shall submit all certified payroll sheets for all employees employed at the work site that are performing prevailing wage tasks with their request for payment.
- 7) This project shall not commence until all required procurement forms have been submitted to DFW by the vendor, and until a "Notice to Proceed" has been received by the Vendor from the Division. The final award of this bid will be contingent upon availability of sufficient funds. The Division reserves the right to award part or all of this contract pending availability of funds.
- 8) If, during the progress of the work, the contractor or the awarding authority discovers that the actual subsurface or latent physical conditions encountered at the site differ substantially or materially from those shown on the plans or indicated in the contract documents either the contractor or the contracting authority may request an equitable adjustment in the contract price of the contract applying to work affected by the differing site conditions. A request for such an adjustment shall be in writing and shall be delivered by the party making such claim to the other party as soon as possible after such conditions are discovered. Upon receipt of such a claim from a contractor, or upon its own initiative, the contracting authority shall make an investigation of such physical conditions, and, if they differ substantially or materially from those shown on the plans or indicated in the contract documents or from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the plans and contract documents and are of such a nature as to cause an increase or decrease in the cost of performance of the work or a change in the construction methods required for the performance of the work which results in an increase or decrease in the cost of the work, the contracting authority shall make an equitable adjustment in the contract price and the contract shall be modified in writing accordingly.

(a) The awarding authority may order the general contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as it may determine to be appropriate for the convenience of the awarding authority; provided however, that if there is a suspension, delay or interruption for fifteen days or more or due to a failure of the awarding authority to act within the time specified in this contract, the awarding authority shall make an adjustment in the contract price for any increase in the cost of performance of this contract but shall not include any profit to the general contractor on such increase; and provided further, that the awarding authority shall not make any adjustment in the contract price under this provision for any suspension, delay, interruption or failure to act to the extent that such is due to any cause for which this contract provides for an equitable adjustment of the contract price under any other contract provisions.

(b) The general contractor must submit the amount of a claim under provision (a) to the awarding authority in writing as soon as practicable after the end of the suspension, delay, interruption or failure to act and, in any event, not later than the date of final payment under this contract and, except for costs due to a suspension order, the awarding authority shall not approve any costs in the claim incurred more than twenty days before the general contractor notified the awarding authority in writing of the act or failure to act involved in the claim.

- 9) Any additional project costs must be approved by the Division's Chief Financial Officer prior to being incurred.
- 10) DFW will make payment following a satisfactory completion and inspection of the finished job and receipt of an invoice from the Vendor for an amount not to exceed what is specified in the Notice to Proceed..

REQUIRED PROCUREMENT FORMS:

Projects shall not commence until all required procurement forms have been submitted to the DFW by the vendor. Procurement forms are not required with bid response. This project will be funded through a variety of funding

sources. Depending on the funding source, vendors will sign a MA Construction Contract and/or Scope of Service Document. Either document shall be considered the binding document for that project.

- a) MA Construction Contract and/or Scope of Service document, completed and signed by the respondent. Submitted form must be the signed original.
- b) Commonwealth Terms and Conditions filled out and signed by the respondent (if the Commonwealth Terms and Conditions has been previously filled out by a respondent and is on file with the Commonwealth, please indicate in the cover letter - a bidder is required to execute this form only once). Submitted form must be the signed original.
- c) Commonwealth W-9 tax information form filled out and signed by the respondent (if the Commonwealth W-9 tax information form has been previously filled out by a respondent and is on file with the Commonwealth, please indicate in the cover letter - a bidder is required to execute this form only once). Submitted form must be the signed original.
- d) Completed Contractor Authorized Signature Verification Form.
- e) Electronic Funds Transfer (EFT)
- f) Prompt Payment Discount
- g) Additional forms may be required upon request
- h) Performance and Payment Bond each in the amount of 50% of the contract price.

Forms listed above as REQUIRED for submittal of bids are attached to this document.

Considerations for Bid Submission

- The cost associated with the operator site walk prior to starting work should be reflected in the Vendor's bid.
- Vendors must also submit a document describing their company containment policies and procedures as well as all relevant employee training as it would relate to the vendor's preparedness to respond to a hazardous materials spill.
- An application schedule will be arranged with the winning bidder. Vendors are required to bid on the acreage as calculated using ArcGIS. Vendors should be aware that DFW funding is dependent on annual appropriations by the state legislature. If the necessary funds are not available to complete the entire project, DFW reserves the right to discontinue or reduce the scope of work.
- Contract will be awarded to the lowest responsible and eligible bidder for this project. The term "lowest responsible and eligible bidder" shall mean (1) the Bidder whose Bid is the lowest of those Bidders demonstrably possessing the skill, ability, and integrity necessary for the faithful performance of the work, and who meets the requirements set forth in M.G.L. c.149 sec.44 (2)(B) and not debarred from bidding under M.G.L. c.149 §44C; (2) and who shall certify that they are able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; and (3) who shall certify that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work, and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee.
- DFW reserves the right to waive any informalities in, or to reject any or all Bids, if it be in the public interest to do so.

Questions and Site Viewings:

Vendors may submit questions in writing or by telephone until close of business on Thursday, February 26, 2015 and DFW will post written responses to all questions on our website www.mass.gov/dfw/contracts. Vendors are welcome to view the site independently, or to schedule a viewing with DFW staff, please contact Ben Mazzei no later than 2 pm, Thursday, February 26, 2015 to schedule a site viewing with DFW staff (see contact information below).

Bid Due Date:

Sealed bids must be submitted using the Mandatory Bid Sheet provided by **11 am EST, Thursday, March 5, 2015, at which time they will be publicly opened and read.**

Vendors must also submit a document describing their company containment policies and procedures as well as all relevant employee training as it would relate to the vendor's preparedness to respond to a hazardous materials spill.

Submit 2 paper copies of your bid and supporting materials in hard copy form to:

Lori Cookman
DFW Field Headquarters
1 Rabbit Hill Road
Westborough, MA 01581
Fax: 508-389-7890

On the outside of the envelope containing the two complete copies of your bid(s), clearly mark: Bid Documents Enclosed, DFW-2015-021: Warm Season Grass Establishment at the Frances Crane North WMA.

All responses must include **two copies** of each of the documents listed below. **BE SURE TO INCLUDE ALL ITEMS LISTED HERE OR YOUR RESPONSE MAY BE FOUND TO BE INCOMPLETE AND NON-RESPONSIVE.**

- 1) Completed Mandatory Bid Sheet including description of project logistics and description of company containment policies and procedures as stated above.
- 2) Affidavit: Proposal for RFR DFW-2015-021: Warm Season Grass Establishment at the Frances Crane North Wildlife Management Area
One copy must be notarized original.
- 3) Bid deposit in the amount of 5% of total bid price, payable to the Division of Fisheries and Wildlife, in the form of a surety bond issued by a surety company; a certified, treasurer's or cashier's check drawn on a responsible bank or trust company payable to the awarding authority; or cash. [M.G.L. c. 149, §44A(2)(C) and M.G.L. c. 30, §39M(a)]
- 4) Business Reference Form outlining the bidders experience for conducting the type of work described in this RFR with references.

Submit questions to: ben.mazzei@state.ma.us (preferred)
(413) 768-9090 (cell)

MANDATORY BID SHEET DFW-2015-021: warm season grass establishment on up to 110 acres at the Frances Crane WMA (North), Falmouth

Project Costs

- 1) **Cost per acre** for WSG seed planting (seed to be prided by DFW) \$ _____ per ac.

- 2) Equipment Cleaning \$ _____

Additional Costs

Please give a detailed description on a separate sheet of any other costs associated with the project, **including site access improvements**. DFW will only pay additional authorized costs specified in your response to this scope of services.

- 3) Total additional costs: \$ _____

Total Cost

Total bid to complete the entire project: \$ _____

5% Bid Deposit Amount (Multiply your **Total Bid Price** by 0.05 (5%) to calculate the bid deposit amount.):

\$ _____

Project Logistics

- 4) Provide a **detailed** list of the **seeding equipment selected, why this equipment was selected, and how it will be used in relation to the successful WSG seed planting as well as** all methods proposed to complete the project, on a seperate sheet, including possible alternatives to those described in this scope of services. Please also list previous experience in WSG establishment.

- 5) Vendors must also submit a document describing their company containment policies and procedures as well as relevant employee training as it would relate to the vendor's preparedness to respond to a hazardous materials spill.

By signing below, the bidder certifies that he/she is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work and that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and

who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee.

The undersigned further certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word “person” shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Bidder’s Information

Name (printed)		Signature	
Company		Date	
Street Address		Phone	
City, State, Zip Code		Email	

Signature conveys approval with all proposed bids and agreement with all terms set out in this Scope of Services.

BUSINESS REFERENCE FORM

The bidder shall supply the Division as part of their bid package a statement of their qualifications to conduct the type of work required under this RFR. The contractor shall also include a list of the similar jobs they have completed in the past 2 years, including the names, addresses, and contact numbers for each contract manager or owner of the job sites. Attach additional sheets if necessary.

Bidder: _____

RFR Name/Title: _____

RFR Number: _____

Reference name: _____ Contact: _____

Address: _____ Phone: # () _____

Fax/Internet address: _____

Description and date(s) of commodities and services provided: _____

Reference name: _____ Contact: _____

Address: _____ Phone: # () _____

Fax/Internet address: _____

Description and date(s) of commodities and services provided: _____

Reference name: _____ Contact: _____

Address: _____ Phone: # () _____

Fax/Internet address: _____

Description and date(s) of commodities and services provided: _____

Reference name: _____ Contact: _____

Address: _____ Phone: # () _____

Fax/Internet address: _____

Description and date(s) of commodities and services provided: _____

Reference name: _____ Contact: _____

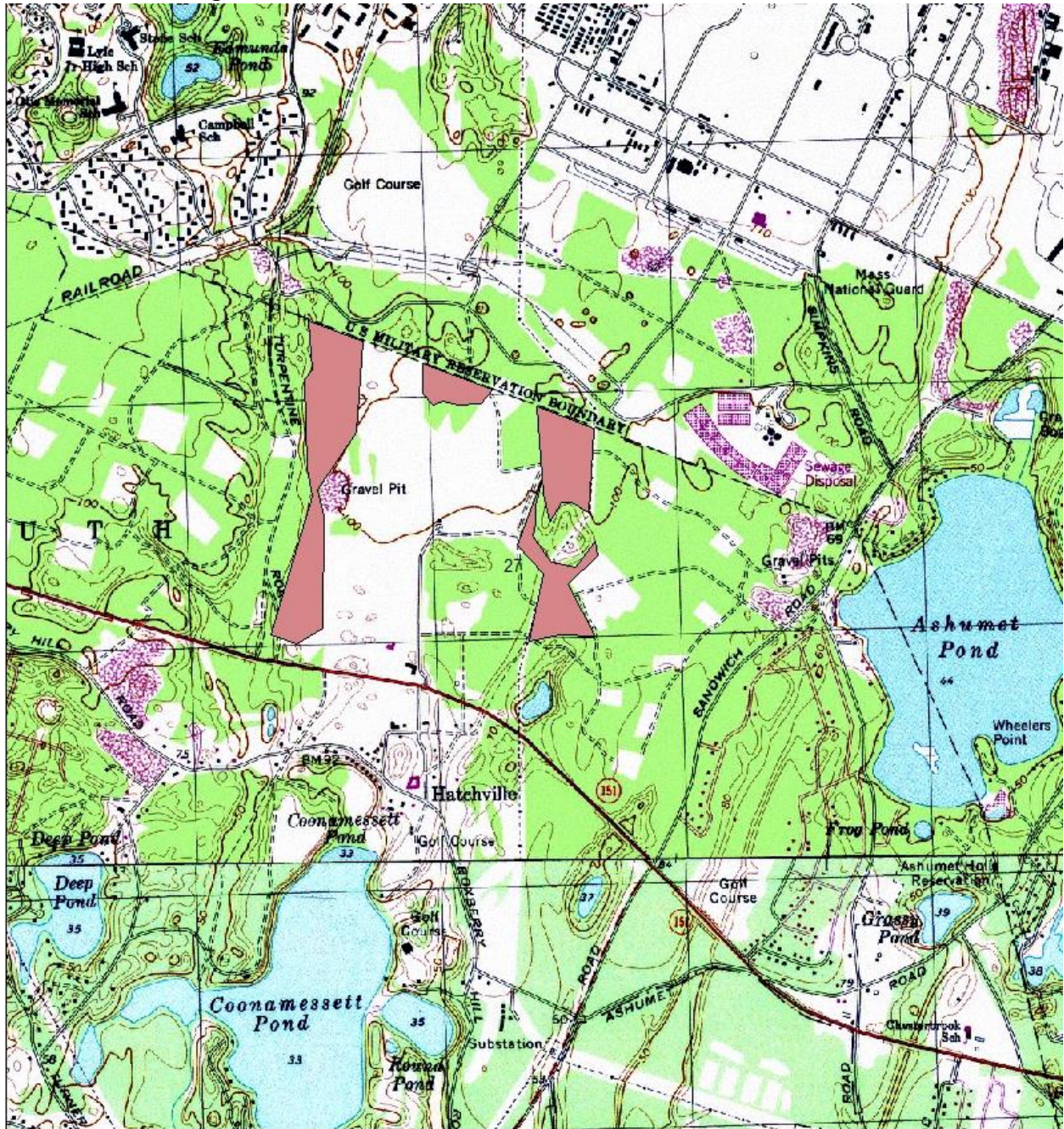
Address: _____ Phone: # () _____

Fax/Internet address: _____

Description and date(s) of commodities and services provided: _____

References will be contacted to confirm the bidder's abilities and qualifications as stated in the bidder's response. The Division may deem the bidder's response unresponsive if a reference is not obtainable from a listed reference after reasonable attempts.

Figure 01: Locus – Frances Crane North WMA - Falmouth, MA



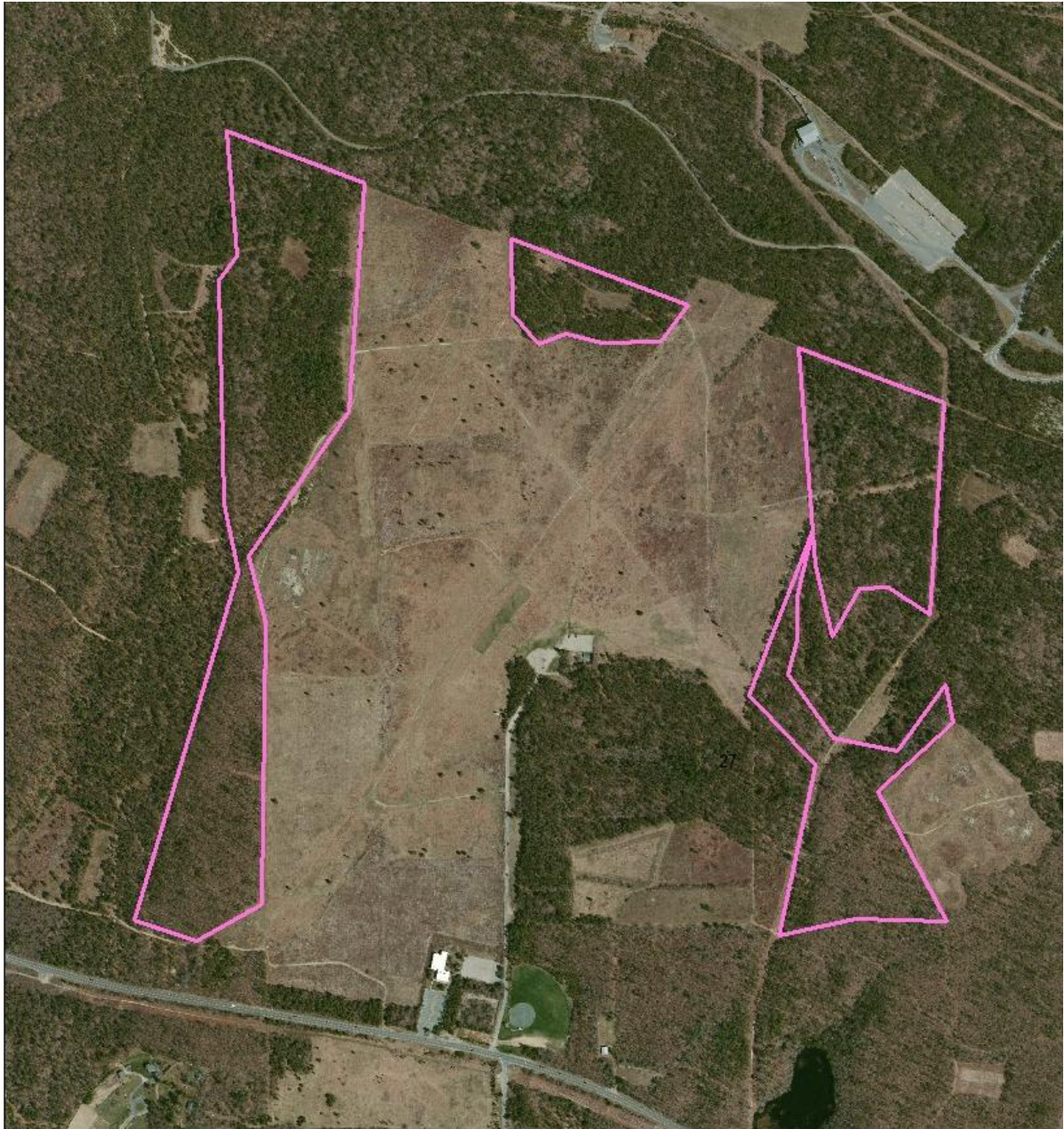
Frances Crane WMA Falmouth, MA Warm Season Grass Seeding

Treatment

 Recently cleared area to be seeded



Figure 02: Seeding Work Slated for 2015/2016



Frances Crane WMA Falmouth, MA
Warm Season Grass Seeding

Treatment

 Recently cleared area to be seeded

