California Waterfowl Habitat Program

Proposal Solicitation Notice

Fiscal Year 2019-2020

Proposals due <u>August 30, 2019</u>

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1.0 BACKGROUND

In response to the widespread loss of wetland habitat in Central Valley, the California Legislature passed the California Waterfowl Habitat Preservation Act in 1987. The Act established the California Waterfowl Habitat Program (CWHP) (Section 3460, Fish and Game Code), a multi-faceted wetland incentive program designed to improve habitat conditions for waterfowl on private lands. Consistent with its primary waterfowl habitat objectives, the program also endeavors to enhance habitat for shorebirds, wading birds, and other wetland-dependent species.

The CWHP provides technical guidance and economic incentives to landowners who agree to manage their properties in accordance with a wetland management plan cooperatively developed between landowners and California Department of Fish and Wildlife wetland biologists within the Comprehensive Wetland Habitat Program (hereinafter referred to as CDFW). Management plans typically require landowners to implement moist-soil management practices such as spring drawdowns, spring and summer irrigations, and discing as needed to meet wetland habitat goals. CDFW also integrates semi-permanent wetlands (brood water), upland habitat maintenance, and riparian habitat maintenance into plans as appropriate.

The program pays landowners an incentive of $30/acre ($60/acre in the Tulare Basin) annually for the management of traditional (fall and winter-flooded) seasonal wetlands and uplands, and $60/acre for the management of semi-permanent and reverse-cycle (spring and summer-flooded) wetlands. The CWHP Standard Agreement (i.e. the State contract) is a non-negotiable contract that must be signed by all program participants. Each final contract will include a site-specific management plan (referred to above) that is cooperatively developed by CDFW and the landowner. As required by Section 3461 of Fish and Game Code, each agreement is for 10-years in duration. Enrollment is limited to a maximum of 750 acres per property or applicant.

The Management Plan and Annual Work Plans

CDFW's process for developing and monitoring CWHP management plans is described below. These plans are tailored to allow for adaptive habitat management as wetland conditions change or new resource information becomes available.

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The Framework Management Plan

Upon enrollment of each property, CDFW wetland biologists write a geographically generic management plan. These “framework” management plans provide immediate and long-term direction for wetland management on the property by specifying both the current acreage requirement for each habitat type, and the level of habitat management required. Within the limits specified in the plan, the State, in any given year, can establish enforceable requirements for discing, irrigation, and summer (brood) water to create an ideal mix of habitats. Thus, management objectives may vary from year to year.

The framework plan allows the State to adapt to changing wetland habitat conditions by altering annual wetland management requirements. For example, discing may be required as it becomes necessary to control undesirable plant species or rejuvenate moist-soil plant communities. In general, the framework plan establishes the *range* of habitat management requirements that may be required of the landowner in any given year.

Annual Work Plans

Each spring, CDFW staff will assess wetland conditions and prescribe specific habitat management actions within the framework established in the management plan. The annual spring site visit and subsequent Annual Work Plan provide a means for the State and the landowner to address current wetland management issues, and to reach agreement on management practices to be carried out that year. Upon receiving the Annual Work Plan, the landowner is responsible for implementation of all required items in accordance with the schedule provided. CDFW biologists provide technical assistance during the spring and summer if requested by the landowner.

CDFW monitors compliance of these plans by utilizing satellite imagery, aircraft, and in-person site visits. In August and September, CDFW will again meet with landowners to examine wetland habitat conditions in-person, assess the level of compliance with the Annual Work Plan, and develop tentative plans for the following year. This late-summer meeting is an excellent forum for discussing wetland management ideas and potential partnerships for habitat improvement projects, such as those funded by the U.S. Fish and Wildlife Service Partners for Wildlife Program, Ducks Unlimited, California Waterfowl Association, Wildlife Conservation Board, or the North American Wetlands Conservation Act.

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Areas prioritized for funding and subsequent management of wetlands within each region are guided by goals outlined in the most recent implementation plan of the Central Valley Joint Venture (CVJV). The CVJV (http://centralvalleyjointventure.org) is a coalition of 21 state and federal agencies, and private conservation organizations. This partnership directs efforts toward the common goal of providing for the habitat needs of migrating and resident birds in the Central Valley of California. Many of these goals are stepped-down from continental scale conservation documents such as the North American Waterfowl Management Plan (https://www.fws.gov/birds/management/bird-management-plans/north-american-waterfowl-management-plan.php). Utilizing the CVJV Implementation Plan as a guiding document ensures that program priorities are consistent with state policy, current CVJV objectives, and the goals outlined in continental-scale conservation documents. The CVJV Implementation Plan is currently under revision. If a new plan is adopted during the terms of this program, the revised plan will help guide program priorities.

A competitive ranking process has been developed, and will be used to determine which properties are enrolled in the program (see Appendix B). Proposition 68 provided $10,000,000 in funding for the program (PRC § 80132(c)). A total of up to $7,990,000 of CWHP funds will be available for new agreements under this proposal solicitation notice (up to $799,000/year). The remaining funding will be used to plan, monitor, and administer the program.

1.1 Solicitation Schedule

The timeline for implementation appears in Table 1. Applicants should anticipate a Project start date no sooner than March 1st following the solicitation.

Table 1: Proposal Solicitation Schedule

Activity	Schedule
Draft Solicitation released for public comment	June 21, 2019
Solicitation Released	July 26, 2019
Proposals due by 4:00 PM (Pacific Daylight Time)	August 30, 2019
Proposal/Property Evaluations	July 29 – October 11, 2019
Committee review and selection	October 14 – 18, 2019
Award notifications distributed	October 25, 2019

1.2 Eligible entities

All private landowners that have manageable wetlands (those that contain water control structures and conveyance to add and remove water), are eligible for funding under this solicitation. Parcels with CDFW easements, Wetland Reserve Program properties with CDFW management agreements, and properties with other management agreements that overlap with requirements of CWHP are not eligible. Proposals from federal agencies or other public entities are also not eligible. Proposals must be for contiguous properties over 40 acres in size, and able to contribute to at least two of the program priorities identified below:

1) Prescribed management will enhance the energetic value and diversity of desired wetland plants occurring within seasonal wetlands.
2) Prescribed management will increase the abundance and diversity of summer wetlands (semi-permanent or reverse-cycle) and perennial grasslands.
3) Prescribed management will increase availability of late-winter and early-spring wetlands.

Properties located within 5 miles of an active airport operation area on a military base or international airport will not be considered for enrollment under this program (see Appendix C for maps and descriptions of closure boundaries).

Private landowners listed on either the Top 500 Sales & Use Tax Delinquencies in California list or the Top 500 Delinquent Taxpayers list pursuant to Section 7063 or 19195 of the Revenue and Taxation Code will not be considered for funding.

2.0 FOCUS

All Projects funded by CDFW under this solicitation must fall within the list of priorities described below.

2.1 Priorities for Funding

CDFW is soliciting proposals from eligible landowners who own properties with manageable wetlands (have adequate water control structures to supply and drain water)

and are greater than 40 acres in size. A scoring worksheet will be used to select properties for enrollment in the program (see Appendix B). Properties will be selected based upon ability to perform management actions that contribute to conservation priorities identified by CDFW. Properties best able to contribute to CDFW goals (as identified by CVJV plan), will be prioritized for funding under this solicitation.

3.0 SUBMITTAL REQUIREMENTS

All proposals received must meet the requirements listed below.

3.1 Proposal Application

All information identified in the application form and instructions (Appendix A) is mandatory. Proposals shall include a complete application form and field map of the parcels proposed for enrollment (see application form for details).

3.2 Proposal Submittal

The due date for submittal of proposals to request funding for Phase V is **Friday, August 30, 2019**. Applications may be submitted by email to CWHP@wildlife.ca.gov with the subject line title of "2019 CWHP Application". Hard copy applications shall be addressed to:

California Department of Fish and Wildlife
Wildlife Branch
ATTN: 2019 CWHP Proposal
P.O. Box 944209
Sacramento, CA 94299-0002

All hard-copy applications must have a U.S. POSTAL SERVICE POSTMARK dated no later than **August 30, 2019**. Proposals delivered by any other means (FEDEX, U.P.S., etc.) including hand delivery must be received no later than **4:00 p.m**. **August 30, 2019.** Hand delivered applications shall be taken to 1812 9th St, Sacramento, CA. For general questions regarding this PSN, please contact Helen Swagerty at 916-445-3561 or Helen.Swagerty@wildlife.ca.gov, or Brian Olson at 916-445-3486 or Brian.Olson@wildlife.ca.gov.

4.0 REVIEW PROCESS

4.1 Administrative Review

An administrative review will determine if the proposal package is complete and meets all the requirements for submittal (Table 2). This review will use a “Pass/Fail” scoring method. Those proposals which receive a rating of “Fail” will be considered incomplete and will not be considered for this funding cycle.

Table 2: Administrative Review Criteria

Criteria	Score
All components are included and completed in the required formats (□ application, □ map, □ water rights/district).	Pass/Fail
Applicant is an eligible entity.	Pass/Fail
Proposal is received by the deadline.	Pass/Fail
Proposal is responsive to at least two Program priorities.	Pass/Fail

4.2 Technical review and selection

Following administrative review, technical reviewers will evaluate each proposal based on the Criteria in Appendix B. Each criterion is scored by at least two technical reviewers consisting of, but not limited to: the CDFW Comprehensive Wetland Habitat Program (CWHP) Coordinator, CWHP biologists/staff, CDFW Waterfowl Program staff, and other CDFW biologists. The final score for each proposal will be based on the total of the criterion scores.

4.3 Disadvantaged Communities

Proposition 68 requires that at least 15 percent of the funds available pursuant to Chapter 10 be allocated to projects serving severely disadvantaged communities. A severely disadvantaged community is defined as a community with a median household income less than 60 percent of the statewide average (PRC § 80002[n]). If your proposal passes administrative review, CDFW can help determine whether your property is within a disadvantaged community during our on-site visit.

A tool to determine if your property falls within a disadvantaged community is the Community FactFinder (https://www.parksforcalifornia.org/communities). The

Department of Water Resources also created a tool for Proposition 84 and Proposition 1. It can be found at https://gis.water.ca.gov/app/dacs/.

5.0 ADDITIONAL INFORMATION IF FUNDED

5.1 Awards

Successful applicants will receive an award letter officially notifying them of their proposal selection and the agreement amount, and the number of acres proposed for enrollment.

Contract development will begin following the announcement of awards. Contracts are not considered executed until signed by both the authorized representative of the recipient and CDFW. Work performed prior to the start date of an agreement will not be reimbursed.

This Proposal Solicitation Notice (PSN) includes a Sample Standard Agreement (Sample Standard Agreement STD 213) for review (see Appendix D). The Sample Standard Agreement contains language that the CDFW expects to utilize for contracts awarded under this PSN.

The State does not accept alternate contract language from a prospective Contractor. Proposals with such alternate language will be considered a counter proposal and will be rejected. The State's General Terms and Conditions are not negotiable.

Please note that successful applicants will also be required to complete, sign, and return the following additional forms when projects are approved for funding. **Do not submit these forms with your initial proposal**. These additional forms may include, but not necessarily be limited to, the following:

- Payee Data Record form (STD. 204)
- Contractor Certification Clauses (CCC 307)
- California Civil Rights Certification Attachment

Responsibility of the Recipient

Successful applicants will be responsible for carrying out the terms of the contract, and invoicing CDFW for incentive payments.

Invoicing and Payments

Agreements will be structured to provide for payment in arrears of work performed. Funds are only disbursed after full execution of an agreement between CDFW and the project applicant. Payments will be made on an annual basis, contingent upon the completion of work as outlined in the annual work plan. Once work has been completed, and CDFW has confirmed performance, landowners may invoice the department for the full incentive payment.

For all required invoicing and payment requirements please refer to Exhibit B within Appendix C, Budget Detail and Payment Provisions, which are attached as part of the Sample STD 213 Standard Agreement.

Loss of Funding

Circumstances that may lead to suspension or cancellation of a contract include, but are not limited to:

- Lack of appropriated funds;
- Executive order directing suspension or cancellation of projects;
- Failure to complete the management actions as outlined in contract, management plan, or the annual work plan;
- Failure to comply with pertinent laws

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References

CENTRAL VALLEY JOINT VENTURE. 2006. Central Valley Joint Venture Implementation Plan – Conserving Bird Habitat. United States Fish and Wildlife Service. Sacramento, California, USA

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Appendix A

CALIFORNIA WATERFOWL HABITAT PROGRAM

Application Form

Completion of all fields of the proposal application is required, except where noted. Please use the format below for submittal. **Applicants shall attach a detailed map of acres proposed for enrollment *and* provide a copy of the water rights associated with proposed property. If water rights are consistent with rights of a water district, please list water district below.** CDFW requests that the field map is illustrated as necessary to explain the current water conveyance system in place on the property. This map should include depictions of the location of any wetlands, levees, lift pumps, wells, water control structures, and if applicable, natural upland or cropland areas.

Date: _____

Property Name: _____

Property Owner(s): _____

Total Acreage of Proposed Parcel:
_____

Wetland Acreage of Proposed Parcel (if known):
_____

Water district of Proposed Parcel: _____

County(ies): _____

Legal Description: Section(s)_____ Township_____ Range_____
Assessor's Parcel Number (APN)_____

Is property located within a severely disadvantaged community (Y/N/Unk)?: _____

Participation in Other Programs or

Partnerships:_____

_____

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Name of Person Designated to Sign Contract: _____

Title (President, Secretary, Owner, etc.): _____

Address: _____

_____

_____

Phone #: _____

E-mail address: _____

Type of Ownership (Partnership, Corporation, Sole Owner, etc):
_____

Name of Contact for property (if different than above):
_____

Address: _____

_____

_____

Phone #: _____

☐ Please check if interested in learning more about CDFW's **Shared Habitat Alliance for Recreational Enhancement (SHARE)** program. This program compensates landowners up to $30/acre (in addition to CWHP payment) and provides liability protection to those who are willing to allow restricted public access for wildlife-dependent recreation (e.g. hunting and birdwatching).

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Appendix B

California Waterfowl Habitat Program - Phase V
Scoring Worksheet (to be completed by CDFW personnel during initial site visit)

Date:

Property Name:

County:

Contact Name & Phone #:

Total Acreage:

Wetland Acreage:

Evaluators:

No.	*Factor*	*Max. Pts.*	*Score*
1.	Severely Disadvantaged Community	(Y/N)	
2.	Consistency w/ CWHP Goals	30	
3.	Water Rights	30	
4.	Habitat Management Suitability	45	
5.	Habitat Management Infrastructure	30	
6.	Size of Offering	30	
7.	Proximity to Other CWHP Properties	25	
8.	Connectivity with Surrounding Habitat	20	
9.	Compatibility w/ Surrounding Land Use(s)	20	
10.	Operations and Management Support/Capability	30	
11.	Current Habitat Resource Needs	40	
12.	Potential for Net Gain in Resource Availability	30	
	TOTAL	**330**	

Final Score:

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California Waterfowl Habitat Program – Scoring Worksheet

Date:_____ **Property:_____**

1. Is property located within a severely disadvantaged community (Y/N)? ___

2. Does property have an existing state management agreement (Y/N)? ___

3. Consistency with the goals of the California Waterfowl Habitat Program (max. 30 points):

Note: Include all that are applicable.

☐ 10 points	Property has the potential to provide diverse and productive seasonal wetlands
☐ 10 points	Property has the potential to provide diverse and productive summer wetlands (semi-permanent, reverse cycle, and/or permanent wetlands)
☐ 10 points	Property has the potential to provide diverse upland habitat (grasslands, riparian, etc).

4. Water Rights and Availability (max. 30 points):

☐ 30 points	CVPIA, pre-1914, or riparian water right to manage wetlands optimally year-round
☐ 25 points	High Reliability and availability to manage optimally*
☐ 15 points	Property has deep wells of sufficient quantity, quality, and cost to manage wetlands optimally.
☐ 10 points	Moderate Reliability and availability*
☐ 5 points	Low Reliability*
☐ 5 points	Property has only deep wells, however, timing, cost, water quantity, and/or water quality may be restrictive to wetland management.
☐ 0 points	Property does not have the potential to receive water of sufficient timeliness, quantity, quality, and/or cost.

*based on the definitions and map boundaries of the Central Valley Wetland Water Investigation Report (http://www.centralvalleyjointventure.org/assets/pdf/Central_Valley_Wetlands_Water_Supply_Investigations_final_report_2000.pdf)

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5. Habitat Management Suitability Factors - how well do existing features support active management (max. 45 points)

Wetland layout	☐ none-0	☐ low-5	☐ med.-10	☐ high-15
Topography	☐ none-0	☐ low-5	☐ med.-10	☐ high-15
Natural features, unique habitat values, and/or manageable uplands	☐ none-0	☐ low-5	☐ med.-10	☐ high-15

6. Habitat Management Infrastructure (max. 30 points)

☐ 30 points	Wetland management can be optimally conducted without the construction of any additional water delivery or drainage improvements.
☐ 30 points	Wetland management infrastructure is suitable for unique habitats or geographic location (e.g. Butte Sink locale).
☐ 20 points	Wetland management can be optimally conducted with the construction of only minor water delivery or drainage improvements (CWHP contract will be modified to reflect landowner's commitment to make needed changes).
☐ 0 points	Wetland management cannot be optimally conducted without the construction of major water delivery or drainage improvements.

7. Size of Offering* (max. 30 points):

☐ 30 points	200-500 acres
☐ 20 points	100-200 or 500-750 acres
☐ 10 points	<100 acres

*Maximum enrollment is 750 acres

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8. Proximity to other CWHP managed properties (max. 25 points):

☐ 25 points	Property is adjacent to CDFW owned properties, or properties under management by the Comprehensive Wetland Habitat Program such that program administration is effective, and multiple wetlands can be managed on a landscape level to encourage larger scale corridors.
☐ 20 points	Property is located in close proximity (<2 miles) to other CDFW properties or those under management by the Comprehensive Wetland Habitat Program such that program administration is effective and multiple wetlands can be managed on a landscape level.
☐ 15 points	Property is located in the general vicinity (2-5 miles) to other CDFW/CWHP properties such that program administration is benefited.
☐ 0 points	Property is not located in the general vicinity to other CDFW/CWHP properties.

9. Connectivity with Surrounding Habitat(s) (max. 20 points):

Natural habitat (20 pts.)	X	____	% coverage	=	____ pts.
Beneficial agriculture (10 pts.)	X	____	% coverage	=	____ pts.
Non-beneficial agriculture (0 pts.)	X	____	% coverage	=	____ pts.
Urban land use (0 pts.)	X	____	% coverage	=	____ pts.

10. Compatibility of Property with Adjacent Land Use(s) (max. 20 points):

☐ 20 points	Anticipated habitat management will be compatible with current surrounding land use.
☐ 0 points	Anticipated habitat management may potentially conflict with current surrounding land use (e.g. urban centers or incompatible agriculture such as alfalfa, winter wheat, or potatoes).

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11. Operations and Management Support (max. 30 points):

☐ 30 points	Property has a local manager with demonstrated wetland management ability or an ownership that has clearly demonstrated the ability to manage wetlands in a manner consistent with the goals of the CWHP.
☐ 15 points	Property has a local manager or an ownership that has clearly demonstrated a commitment to conduct wetland management in a manner consistent with the goals of the CWHP.
☐ 5 points	Property has conducted minimal past wetland management.
☐ 0 points	Property has no prior history of wetland management.

12. Current habitat resource needs as identified by CDFW/CVJV (max. 40 points):

☐ 40 points	Landowner is willing to manage ≥20% of the property as summer wetlands (semi-perm or reverse cycle), has nearby uplands (>40 acres) within ½ mile, and adequate water/conveyance to implement has been confirmed.
☐ 20 points	Landowner is willing to manage ≥10% of the property as summer wetlands (semi-perm or reverse cycle), has nearby uplands, and adequate conveyance to implement has been confirmed.
☐ 20 points	Property is located in the Tulare Basin.
☐ 0 points	Landowner is not willing to manage for summer wetlands and not located in Tulare Basin.

13. Potential for net gain in resource availability (max. 30 points):

☐ 30 points	Prescribed management would increase moist-soil seed production ≥200% across seasonal wetlands, create ≥40 acres of semi-permanent or reverse-cycle wetlands, or enhance ≥40 acres of grassland onsite.
☐ 15 points	Prescribed management would increase moist-soil seed production 50-200% across seasonal wetlands, create ≥20 acres of semi-permanent or reverse-cycle wetlands, or enhance ≥20 acres of grassland onsite.
☐ 0 points	Prescribed management would increase moist-soil seed production <50% across seasonal wetlands, create <20 acres of semi-permanent or reverse-cycle wetlands, or enhance <20 acres of grassland onsite.

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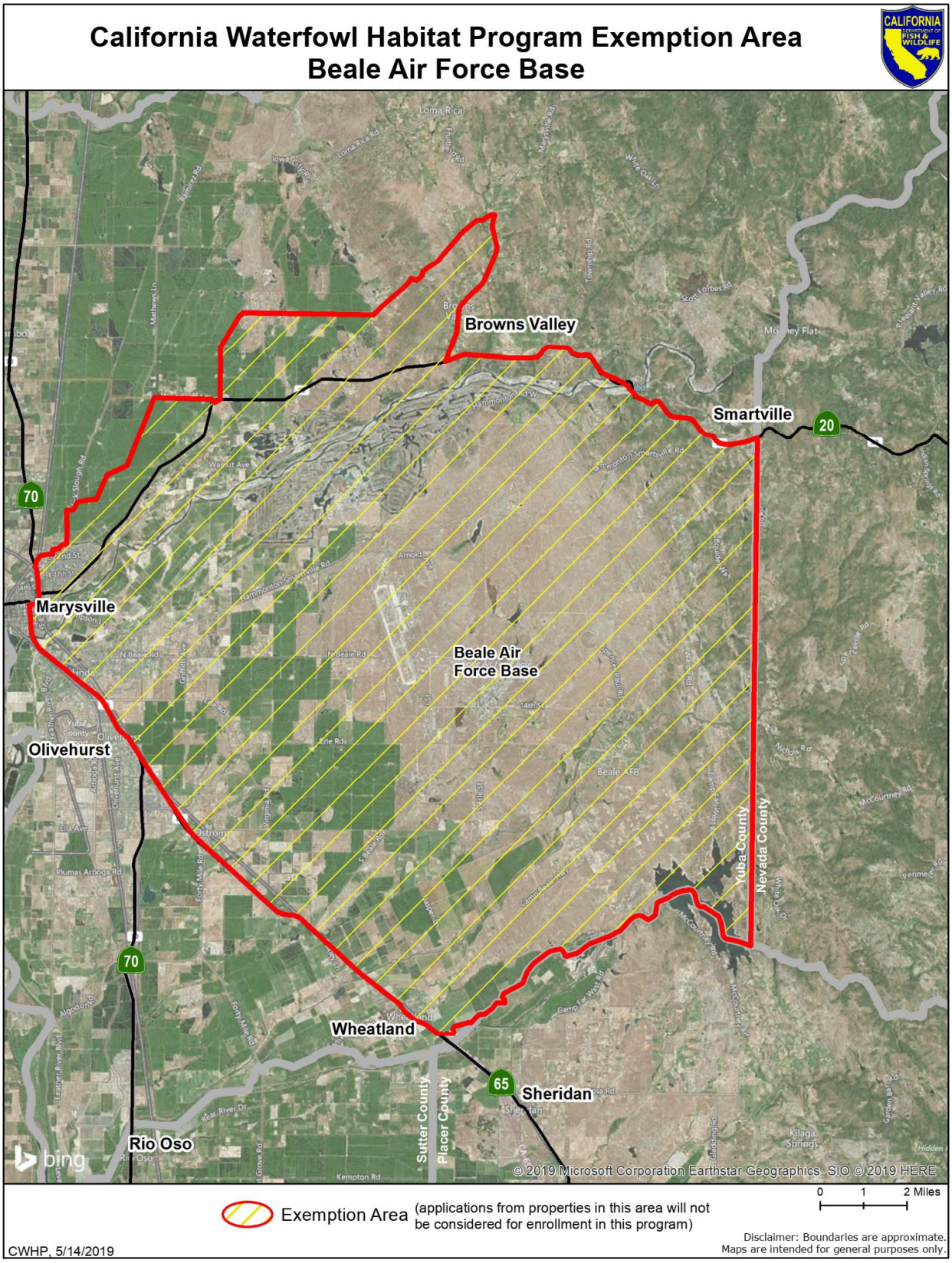
Appendix C – Closures around Beale and Travis Air Force Bases, and Sacramento International Airport



Description of closure around Beale AFB:

Landowners within the following area around Beale AFB are not eligible for enrollment in the program: Starting at intersection of B St and Hwy 70 in Marysville, north along Hwy 70 to intersection of East 24th St, northeast on East 24th St to Sampson St, north on Sampson St to 25th St, east on 25th St to Covillaud St, north on Covillaud St to E 26th St, north on E 26th St to Jack Slough Rd, northeast on Jack Slough Rd to Kimball Ln, east-northeast along Kimball Ln to Woodruff Ln, east on Woodruff Ln to Hwy 20, east on Hwy 20 to Loma Rica Rd, north on Loma Rica Rd to Las Quintas Way, east on Las Quintas Way to intersection of Las Quintas Way and Miller Ln, directly east from intersection of Las Quintas Way and Miller Lane to Spring Valley Rd, northeast along Spring Valley Rd to Marysville Rd, south on Marysville Rd to Hwy 20, east on Hwy 20 to Yuba/Nevada county line, south along Yuba/Nevada county line to Yuba/Placer county line, west along Yuba/Placer county line to Hwy 65, north on Hwy 65 to Hwy 70, north on Hwy 70 to starting point (intersection of B St and Hwy 70 in Marysville).

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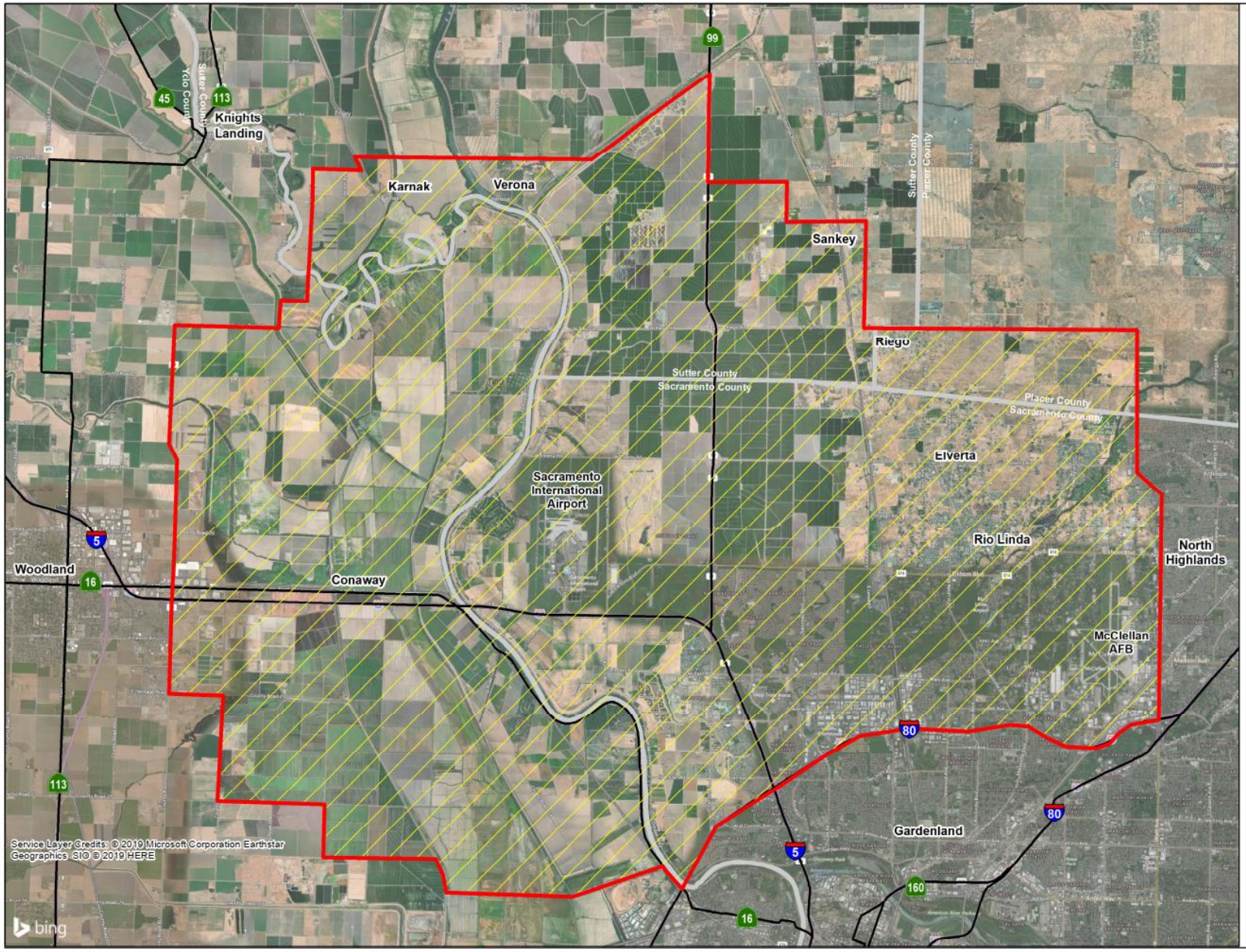

California Waterfowl Habitat Program Exemption Area Sacramento International Airport

Exemption Area

(applications from properties in this area will not be considered for enrollment in this program)

0 0.5 1 Miles

CWHP, 5/14/2019

Disclaimer: Boundaries are approximate. Maps are intended for general purposes only.

Description of closure boundary around Sacramento International Airport

Landowners within the following area around Sacramento International Airport are not eligible for enrollment in the program: Starting at intersection of County Rd 102 and I-5 in Woodland, north along County Rd 102 to County Rd 16, east along County Rd 16 to lat 38.748606, long -121.692770, north from this location to lat 38.756079, long -121.692520, east from this location to lat 38.755897, long -121.683260, north from this location to the intersection of Gifford and Karnak Rd, east from this location to intersection of Karnak and Reclamation Rd, north on Reclamation Rd to lat 38.795426, long -121.667517, east from this location to intersection with Howsley Rd, northeast along Howsley Rd to intersection of Howsley Rd and Hwy 99, south along Hwy 99 to lat 38.790431, long -121.543709, east from this location to lat 38.790743, long -121.516103, south from this location to Sankey Rd (lat 38.779899, long -121.516117), east along Sankey Rd to Pleasant Grove Rd, south on Pleasant Grove Rd to West Riego Rd/Baseline Rd, east on West Riego/Baseline Rd to Watt Ave, south on Watt Ave to I-80, west on I-80 to Harbor Blvd, north on Harbor Blvd to Tule Jake Rd, SW on Tule Jake Rd to lat 38.594522, long -121.586753, west from this location to 38.595072 (Levee Rd), north along Levee Rd to lat 38.604024, long -121.634957, west from this location to lat 38.604068, long -121.674340, north from this location to lat 38.618418, long -121.674104, west from this location to intersection of County Rd 27 and County Rd 103, north on County Rd 103 to County Rd 25, west on County Rd 25 to County Rd 102, and north and County Rd 102 to starting point (intersection of County Rd 102 and I-5 in Woodland).

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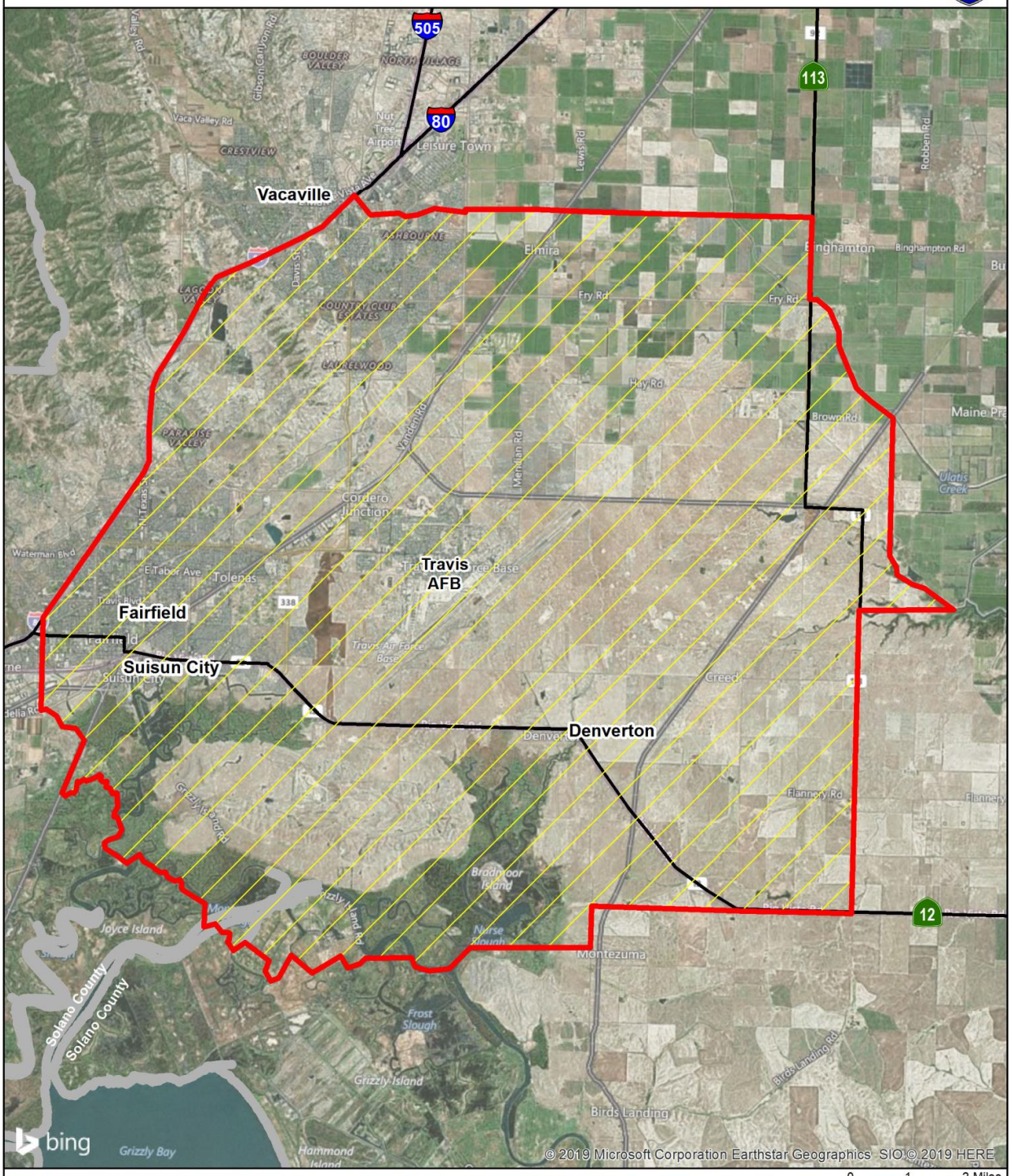
California Waterfowl Habitat Program Exemption Area
Travis Air Force Base



Exemption Area (applications from properties in this area will not be considered for enrollment in this program)

0 1 2 Miles

Disclaimer: Boundaries are approximate.
Maps are intended for general purposes only.

CWHP, 5/14/2019

Description of closure around Travis AFB:

Landowners within the following area around Travis AFB are not eligible for enrollment in the program: Starting at intersection of Cordelia Rd and Orehr Rd, west to Beck Ave, north along Beck Ave to Interstate 80, northeast along Interstate 80 to Allison Dr, southeast along Allison Dr to Ulatis Dr, east on Ulatis Dr to Leisure Town Rd, north on Leisure Town Rd to Hawkins Rd, east on Hawkins Rd to Hwy 113, south on Hwy 113 to lat 38.337911, long -121.823181, southeast along unnamed drain to Salem Rd, south/southeast along Salem Rd/levee Rd to Calhoun Cut, west along Calhoun cut to Hwy 113, south on Hwy 113 to Hwy 12, west on Hwy 12 to Little Honker Bay Rr, west on Little Honker Bay Rd to Shiloh Rd, south on Shiloh Rd to lat 38.173533, long -121.889251, west from this point to lat 38.173076, long -121.927699, south west from this point along Little Honker Bay slough to Montezuma Slough, west along Montezuma Slough to lat 38.170139, long -121.946445, west from this point to lat 38.169949, long -121.961332, southwest from this point along unnamed slough to lat 38.167224, long -121.966575, northwest from this point along unnamed Levee Rd to Grizzly Island Rd, southwest along Grizzly island Rd and unnamed Levee Rd to Island Slough, northwest along Island Slough to lat 38.170641, long -121.984788, southwest along unnamed Levee Rd to lat 38.163522, long -121.991289, northwest from this point along unnamed slough to lat 38.173055, long -121.999704, southwest along unnamed slough to lat 38.171097, long -122.003320, northwest from this point along unnamed levee to Montezuma Slough, wets along Montezuma Slough to lat 38.176713, long -122.012896, north from this point along unnamed levee to Joice Island Rd, northwest along Joice Island Rd to Suisun Slough, north along Suisun Slough to lat 38.204071, long -122.042441, north along unnamed Levee Rd to Boynton Slough, west along Boynton Slough to lat 38.208890, long -122.058048, northwest from this point along unnamed levee to railroad tracks, northeast along railroad tracks to Peytonia Slough, northwest along Peytonia Slough to Cordelia Rd, and west along Cordelia Rd to the starting point (intersection of Cordelia Rd and Orehr Rd).

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Appendix D – Example of Standard Agreement

Sample Standard Agreement

STATE OF CALIFORNIA **STANDARD AGREEMENT** STD. 213 (Rev 06/03)	AGREEMENT NUMBER **<contract number>** REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

   STATE AGENCY'S NAME
   CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

   CONTRACTOR'S NAME
   <LEGAL NAME CONTRACTOR IS DOING BUSINESS UNDER>

2. The term of this Agreement is: **<Start Date>** **through** **<End Date>**

3. The maximum amount of this Agreement is: $**<dollar amount>**
   <insert written amount>

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	___ Page(s)
Exhibit B – Budget Detail and Payment Provisions	___ Page(s)
*Exhibit C – General Terms and Conditions	GTC 610
Exhibit D – CDFW Additional Provisions	8 Pages
Exhibit E – Federal Provisions	3 Pages
Exhibit I – Travel Reimbursement Information	3 Pages

Items shown with an Asterisk (*) are hereby incorporated by reference and made part of this Agreement as if attached hereto. These documents can be viewed at www.ols.dgs.ca.gov/standard+language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		***California Department of General Services Use Only***
CONTRACTOR'S NAME *(if other than an individual, state whether a corporation, partnership, etc.)*		
BY (Authorized Signature) ✍	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
STATE OF CALIFORNIA		
AGENCY NAME **CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE**		
BY *(Authorized Signature)* ✍	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING **KAREN EDGREN, CHIEF, BUSINESS MANAGEMENT BRANCH**		☐ Exempt per:
ADDRESS **P.O. BOX 944209** **SACRAMENTO, CA 94244-2090**		

Sample

The Contractor agrees to provide, to the California Department of Fish and Wildlife (Department), (insert type of service) as described herein:

The services shall be performed at

The services shall be provided

The Project Officials during the term of this Agreement will be:

Department Contract Manager
Name:
Phone:
Fax:
Email:

Contractor Project Director
Name:
Phone:
Fax:
Email:

Direct all inquiries to:

California Department of Fish and Wildlife
Section/Unit:
Attention:
Address:
Phone:
Fax:
Email:

Contractor:
Section/Unit:
Attention:
Address:
Phone:
Fax:
Email:

SCOPE OF WORK

BACKGROUND AND OBJECTIVES

Sample

B. WORK TO BE PERFORMED

Sample

C. SCHEDULE OF COMPLETION DATES

Activity	Date

D. REPORTS

Sample

INVOICING AND PAYMENT

For services satisfactorily rendered, and upon receipt and approval of the invoice(s), the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.

The Contractor shall be paid **monthly or _____** in arrears, upon submission of an original and two copies of the invoice, which properly details all charges, expenses, direct and indirect costs. Invoices shall be submitted to:

Contract Manager:	
Region / Division:	
Address:	

The original and one (1) approved copy of the invoice will be forwarded to the California Department of Fish and Wildlife's Accounting Claims Section by the Contract Manager. Payment of any invoice will be made only after receipt of a complete, supported, documented and accurately addressed invoice. Failure to use the address exactly as provided above may result in the return of the invoice to the Contractor. All invoices must be approved by the Contract Manager.

<Remove Withholding Language if not Applicable>
Payments made prior to satisfactory completion of all work required by the Agreement shall not exceed, in the aggregate, ninety percent (90%) of the total earned with the balance to be paid upon satisfactory completion of the task or Agreement, and provided further, that the California Department of Fish and Wildlife shall retain from the Contractor's earnings for each period for which payment is made, an amount equal to ten percent (10%) of such earnings, pending satisfactory completion of the task or Agreement.

The invoice shall contain the following information:

The word "Invoice" should appear in a prominent location at the top of the page(s);

Printed name of the Contractor;

Business address of the Contractor including P.O. Box, City, State, and Zip Code;

Name of the Region/Division of the California Department of Fish and Wildlife being billed;

The date of the invoice and the time period covered;

The number of the agreement upon which the claim is based, and;

Sample

An itemized account of the services for which the California Department of Fish and Wildlife is being billed. Include all of the following:

The time period covered by the invoice, i.e., the term "from" and "to";

A description of the services performed;

c. **(Select one (1) language option below. Delete the two (2) that do not apply. Move appropriate language to replace these instructions)**

Option 1:

The method of computing the amount due based on a fixed amount or lump sum method. Upon satisfactory performance, the State agrees to pay the Contractor on a lump sum basis for all work described herein for the total specified amount.

Option 2:

The method of computing the amount due based on a line item budget/cost reimbursement method. Payments will be made by the State to the Contractor, in arrears, upon receipt of an itemized invoice showing the time period covered and the work items accomplished. The invoice must be itemized using the categories and following the format of the attached budget.

Option 3:

The method of computing the amount due based on a flat rate, fixed fee or unit cost basis. Upon satisfactory performance, the State agrees to pay the Contractor on a cost per sample basis. The cost per sample is $_____.

d. The total amount due. This should be in a prominent location in the lower right-hand portion of the last page and clearly distinguished from other figures or computations appearing on the invoice; the total amount due shall include all costs incurred by the Contractor under the terms of this agreement; and

e. The original signature of the Contractor (not required of established firms or entities using preprinted letterhead invoices).

CONTRACT WRITTEN PRIOR TO APPROVAL OF THE BUDGET ACT

It is mutually understood between the parties that this Agreement may have been written prior to approval of the Budget Act for the mutual benefit of both parties in order to avoid program and fiscal delays.

This Agreement is valid and enforceable only if sufficient funds are made available by the Budget Act for the Fiscal Year(s) involved for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Legislature and contained in the Budget Bill or any statute enacted by the Legislature which may affect the provisions, terms, or funding of this Agreement in any manner.

Sample

It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this Agreement and the Contractor shall not be obligated to perform any additional provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to the Contractor to reflect the reduced amount.

PROMPT PAYMENT CLAUSE

Payment will be made in accordance with, and within the time specified in Government Code Chapter 4.5, commencing with Section 927.

Sample

LINE ITEM BUDGET

ITEM	AMOUNT
1. Personal Services	
Salaries & Wages	$
2. Operating Expenses & Equipment (OE&E)	
	$
	$
Subtotal of Personal Services & OE&E	**$**
3. Indirect Cost (Overhead @ ____ %)	$
Total	**$**

Sample

GENERAL TERMS AND CONDITIONS

Exhibit C to this agreement, the General Terms and Conditions (GTC 610), is hereby incorporated by reference and made part of this agreement as if attached hereto. The General Terms and Conditions can be viewed at www.ols.dgs.ca.gov/standard+language select Standard Contract Language.

Sample

1. **LICENSES AND PERMITS (If Applicable) ~** The Contractor shall be an individual or firm licensed to do business in California and shall obtain, at his/her expense, all licenses and permits required by law for accomplishing any work required in connection with this Agreement.

   If you are a Contractor located within the State of California, a business license from the City/County in which you are headquartered is necessary; however, if you are a corporation, a copy of your incorporation documents/letters from the Secretary of State's Office can be submitted. If you are a Contractor outside the State of California, you will need to submit to CDFW, a copy of your business license or incorporation papers for your respective State showing that your company is in good standing in that State.

   In the event any licenses and/or permits expire at any time during the term of this Agreement, Contractor agrees to provide the California Department of Fish and Wildlife (CDFW) a copy of the renewed licenses and/or permits within thirty (30) days following the expiration date. In the event the Contractor fails to keep in effect, at all times, all required licenses and permits, the State may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

2. **RIGHTS IN DATA ~** The Contractor agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Agreement, are subject to the rights of the State as set forth in this section. The State shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Contractor may copyright the same, except that, as to any work which is copyrighted by the Contractor, the State reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.

3. **RIGHT TO TERMINATE ~** CDFW reserves the right to terminate this agreement subject to 30 days written notice to the Contractor. Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

   However, the agreement can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State's notification to the Contractor.

   This agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or State's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service.

4. **SETTLEMENT OF DISPUTES ~** Unless otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which cannot be resolved informally, shall be decided by the following two (2) step procedure:

   a. The Contractor must provide written notice of the particulars of such disputes to the CDFW Contract Manager or appointed representative. The CDFW Contract Manager must respond, in writing, within ten (10) working days of receipt of the written notice of dispute.

Sample

Should the Contractor disagree with the CDFW Contract Manager's decision, the Contractor may appeal to the second level. Pending the decision on appeal the Contractor shall proceed diligently with the performance of this Agreement in accordance with the CDFW Contract Manager's decision.

b. The second level appeal must indicate why the CDFW Contract Manager's decision is unacceptable, attaching it to the Contractor's original statement of the dispute with supporting documents, and a copy of the CDFW Contract Manager's response. This letter of appeal shall be sent to the California Department of Fish and Wildlife, Deputy Director, or duly appointed representative. The second level appeal must be filed within fifteen (15) working days upon receipt of the CDFW Contract Manager's decision. Failure to submit an appeal within the period specified shall constitute a waiver of all such rights to an adjustment of this Agreement. The Deputy Director, or designee, shall meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director or designee, shall be returned to the Contractor within fifteen (15) working days of the receipt of the appeal. The decision of the Deputy Director, or designee, will be final.

5. PROPERTY ACQUISITIONS ~ Property, as used in this section shall include:

a. Equipment – Tangible property (including furniture) with a unit cost of $5,000.00 or more, and a useful life of four (4) years or more. Actual costs include the purchase price plus all costs to acquire, install and prepare the equipment for its intended use.

b. Furniture – Standard office furnishings including desks, chairs, bookcases, credenzas, tables, etc.

c. Portable Assets – Items considered 'highly desirable' because of their portability and value, e.g., calculators, typewriters, Dictaphones, cameras and microscopes, etc.

d. Electronic Data Processing (EDP) Equipment – All computerized and auxiliary automated information handling including system design and analysis, conversion of data, computer programming, information storage and retrieval, voice, video, and data communications, requisite system controls, simulation and all related interactions between people and machines.

The Contractor may purchase property under this Agreement only if specified in Exhibit B titled 'Budget Detail and Payment Provisions'. Any property purchased by the Contractor, with funds provided under this Agreement, shall be the property of the State during the customary depreciable life thereof. The Contractor shall promptly report any such purchase to the CDFW Contract Manager and to the State's Property Officer. Should this Agreement be terminated for any reason, or upon expiration and failure to negotiate hereof, all such property shall be returned to the State within the timeframe negotiated between the Contractor and the State. Prior written authorization by the CDFW Contract Manager shall be required before the Contractor will be reimbursed for any property purchases not specified in the Budget. The Contractor shall provide to the CDFW Contract Manager, all particulars regarding the necessity for such property and the reasonableness of the cost.

Before property purchases made by the Contractor are reimbursed by CDFW, the Contractor shall submit paid vendor receipts identifying the Agreement number, purchase price, description of the item, serial number, model number, and location, including street address where property

Sample

will be used during the term of this Agreement. Said paid receipts shall be attached to Contractors' invoices. The Contractor shall keep adequate and appropriate records of all property purchased with Agreement funds and at the time of purchase, prepare a Property Purchased with State Funds report and submit one (1) copy to the CDFW Contract Manager, and one (1) copy to the Property Officer; one (1) copy must be retained by the Contractor.

CDFW reserves the right, at any time, to evaluate the cost of property and reimburse at an amount equal to costs reflected in but not limited to Agreements the State Department of General Services, Procurement Division has negotiated with vendors who supply the same type of property. The Contractor shall tag all acquisitions. The purpose of tagging assets is to designate the assets as belonging to the State.

Upon termination, expiration or failure to negotiate renewal of this Agreement, all property purchased with Agreement funds shall promptly be returned to the State. The Contractor shall prepare an inventory of State Furnished Property report and submit to the State and shall at that time query the CDFW Contract Manager as to the State's requirements, including the manner and method, in returning said property to the State. Final disposition of such property shall be at State expense in accordance with instructions from the CDFW Contract Manager to be issued immediately after receipt of the final inventory.

6. **LOST, STOLEN or DESTROYED PROPERTY ~** The Contractor shall immediately report the loss, theft or destruction to the local law enforcement agency (or the California Highway Patrol {CHP} if the crime occurs on either state-owned or state leased property) and to the CDFW Contract Manager and prepare a Property Survey Report.

   In the case of stolen property, the Contractor shall also complete a CHP Report of Crime on State Property (STD 99) form, and obtain a copy of the law enforcement agency's report to submit to the CDFW Contract Manager. The Contractor shall adjust their property records and retain a copy of the Property Survey Report as documentation.

   Losses of State property due to fraud or embezzlement shall be reported in the same manner as described above. The Contractor shall be charged with any loss and damages to State property due to the Contractor's negligence. The Contractor shall, at the request of the State, submit an inventory of property furnished or purchased under the terms of this Agreement. Such inventory will be required not more frequently than annually.

7. **INCOME RESTRICTIONS ~** The Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor under this Agreement shall be paid by the Contractor to CDFW, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by CDFW under this Agreement.

8. **CONFIDENTIALITY OF DATA ~** The Contractor shall protect from disclosure all information made available by CDFW. The Contractor shall not be required to keep confidential any data or information which is publicly available, independently developed by the Contractor, or lawfully obtained from third parties. Written consent of CDFW must be obtained prior to disclosing information under this Agreement.

9. **DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PARTICIPATION REQUIREMENTS ~** The Contractor agrees to use DVBE subcontractors or suppliers originally identified by the

Sample

Contractor, unless the Contractor requests substitution, in writing beforehand to the CDFW Contract Manager and the CDFW Contract Manager has approved such substitution. At a minimum, the request must include:

a. A written explanation of the reason for the substitution; and

b. The identity of the person or firm substituted.

The request and the CDFW Contract Manager's approval is not to be construed as an excuse for noncompliance with any other provision of law, including but not limited to the subletting and subcontracting Fair Practices Act or any other Agreement requirements relating to the substitution of subcontractors. Failure to adhere to at least the level of participation for DVBE proposed by the Contractor may be cause for Agreement termination and recovery of damages under the rights and remedies due the State.

10. DISCLOSURE REQUIREMENTS ~ Any document or written report prepared in whole or in part pursuant to this Agreement shall contain a disclosure statement indicating that the document or written report was prepared through an Agreement with CDFW. The disclosure statement shall include the Agreement number and dollar amount of all Agreements and subcontracts relating to the preparation of such documents or written reports. The disclosure statement shall be contained in a separate section of the document or written report.

If the Contractor or subcontractor(s) are required to prepare multiple documents or written reports, the disclosure statement may also contain a statement indicating that the total Agreement amount represents compensation for multiple documents or written reports. The Contractor shall include in each of its subcontracts for work under this Agreement, a provision which incorporates the requirements stated within this section.

11. USE OF SUBCONTRACTOR(S) ~ If the Contractor desires to accomplish part of the services through the use of one (1) or more subcontractors, the following conditions must be met:

a. The Contractor shall submit any subcontracts to the State for approval prior to starting any of the work;

b. The Agreement between the primary Contractor and the subcontractor must be in writing;

c. The subcontract must include specific language which establishes the rights of the auditors of the State to examine the records of the subcontractor relative to the services and materials provided under the Agreement; and

d. Upon termination of any subcontract, the State shall be notified immediately, in writing.

Further, any subcontract in excess of $100,000 entered into as a result of this Agreement shall contain all applicable provisions stipulated in this Agreement.

12. POTENTIAL SUBCONTRACTOR(S) ~ Nothing contained in this Agreement or otherwise shall create any contractual relation between the State and any subcontractor(s) and no subcontract shall relieve the primary Contractor of its responsibilities and obligations hereunder. The

Contractor agrees to be as fully responsible to the State for the acts and omissions of its

Sample

subcontractor(s) and of persons directly employed or indirectly employed by any of them as it is

for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractor(s) is an independent obligation from the State's obligation to make payments to the primary Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any monies to any subcontractor.

13. **TRAVEL AND PER DIEM ~** The Contractor agrees that all travel and per diem paid its employees under this Agreement shall be at rates not to exceed those amounts paid to the nonrepresented/excluded State employees. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from CDFW.

14. **NOVATION ~** If the Contractor proposes any Novation Agreement, CDFW shall act upon the proposal within sixty (60) days after receipt of the written proposal. The State may review and consider the proposal, consult and negotiate with the Contractor, and accept or reject all or part of the proposal. Acceptance or rejection may be made orally within the sixty (60) day period, and confirm in writing within five (5) days. No Novation Agreement shall become operative or otherwise binding on the State pursuant to this paragraph in the absence of a formal Novation Agreement amendment which has been approved in accordance with all applicable State policy, laws and procedures.

15. **INSURANCE ~** When the Contractor submits a signed Agreement to CDFW, the Contractor shall also furnish, either proof of self-insurance or a certificate of insurance, stating that there is liability insurance presently in effect. Contractor agrees to make the entire insurance policy available to CDFW upon request.

The certificate of insurance will include provisions a, and b, in their entirety:

The State of California, its officers, agents, employees, and servants are included as additional insured, by insofar as the operations under this Agreement are concerned; and
The State will not be responsible for any premiums or assessments on the policy.

General Provisions Applying to All Policies

1) Coverage Term – Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must still comply with the original terms of the contract.

2) Policy Cancellation / Termination & Notice of Non-Renewal –Contractor shall provide to the State within two business days a copy of any notice of Cancellation/Termination or Non-renewal received by contractor for any of the required insurance policies. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.

3) Deductible – Contractor is responsible for any deductible or self-insured retention contained within their insurance program.

Sample

4) Primary Clause – Any required insurance contained in this contract shall be primary, and not excess or contributory, to any other insurance carried by the State.

5) Insurance Carrier Required Rating – All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management. If the Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.

6) Endorsements – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance. This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

The policy must be endorsed to include The State of California, its officers, agents, employees and servants as additional insured, but only with respect to work performed under the contract.

In the case of Contractor's utilization of subcontractors to complete the contracted scope of work, contractor shall include all subcontractors as insured's under Contractor's insurance or supply evidence of insurance to the State equal to policies, coverages and limits required of Contractor.

7) Inadequate Insurance – Inadequate or lack of insurance does not negate the contractor's obligations under the contract.

Provider hereby represents and warrants that Provider is currently and shall remain, for the duration of this Agreement at Provider's own expense, insured against:

1) Commercial General Liability – Contractor shall maintain general liability on an occurrence form with limits not less than $1,000,000 per occurrence for bodily injury and property damage liability combined with a $2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability.

The policy must be endorsed.

2) Automobile Liability – (If applicable) Contractor shall maintain motor vehicle liability with limits not less than $1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles.

The policy must be endorsed.

Sample

3) Aircraft Liability – (If applicable) When aircraft are used in the performance of agreement work contractor, or its subcontractor, shall maintain aircraft liability with limits of not less than $10,000,000 each accident.

The policy must be endorsed.

4) Watercraft Liability – (If applicable) When watercraft are used in the performance of agreement, the work contractor or its subcontractor, shall maintain watercraft liability with limits of not less than $1,000,000 each accident.

When watercraft is used in performance of work on or over navigable waters of the United States, contractor's workers' compensation policy shall be endorsed to include the United States Longshore and Harbor Workers' Compensation Act coverage. The coverage applies to work on or over navigable waters of the U.S.

The policy must be endorsed.

5) Professional Liability – (If applicable) Contractor shall maintain professional liability covering any damages caused by a negligent error, act or omission with limits of not less than $1,000,000 per occurrence and $3,000,000 policy aggregate. The policy's retroactive date must be shown on the certificate of insurance and must be before the date this contract was executed or before the beginning of contract work.

The policy must be endorsed.

6) Pollution Liability – (If applicable) Contractor shall maintain pollution liability with Limits no less than $1,000,000 each occurrence and $2,000,000 aggregate.

The policy must be endorsed.

7) Workers Compensation and Employers Liability – Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Contract. Employer's liability limits of $1,000,000 are required. When work is performed on State owned or controlled property the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the State.

When watercraft is/are used in performance of agreement work contractor's workers' compensation policy shall be endorsed to include applicable special coverage extensions where applicable.

16. COMPUTER SOFTWARE (IT SERVICES) ~ The Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

17. INSPECTION ~ The State, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluation is made by the State of the premises of the Contractor

Sample

or a subcontractor, the Contractor shall provide and shall require their subcontractor(s) to provide all reasonable facilities and assistance for the safety and convenience of the State representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

18. **FORCE MAJEURE ~** Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by 'Force Majeure'. As used in this section, 'Force Majeure' is defined as follows: Acts of war, acts of God such as earthquakes, floods, and other natural disasters such that performance is impossible.

19. **FORCED, CONVICT AND INDENTURED LABOR ~** No foreign-made equipment, materials, or supplies furnished to the State pursuant to this Agreement may be produced in whole or in part by forced labor, convict labor, or indentured labor. By submitting a bid to the State or accepting a purchase order, the Contractor agrees to comply with this provision of the Agreement. This requirement does not apply to public works (construction) Agreements.

20. **CONTRACT STAFF REQUIREMENTS ~** The Contractor represents that it has or shall secure at its own expense, all staff required to perform the services described in this Agreement. Such personnel shall not be employees of or have any contractual relationship with the California State Department of Fish and Wildlife or any other governmental entity.

21. **EVALUATION OF CONTRACTOR (CONSULTANT AGREEMENTS ONLY) ~** Performance of the Contractor, under this Agreement, will be evaluated. The evaluation shall be prepared on a Contract/Contractor Evaluation Sheet (STD 4), and maintained in the Agreement file.

    If the Contractor did not satisfactorily perform the work or service, a copy of the negative evaluation form will be submitted to the Contractor and the Department of General Services, Legal Division, within fifteen (15) days of the completion of the evaluation. The Contractor will have thirty (30) days to prepare and send statements defending its performance under the Agreement. The evaluation of the Contractor shall not be a public record.

22. **REQUIREMENTS FOR LEGAL AGREEMENTS ONLY ~** In accordance with Public Contract Code § 10353.5, the Contractor shall:

    Agree to adhere to legal costs and billing guidelines designated by the State;

    Adhere to litigation plans designated by the State;

    Adhere to case phasing of activities designated by the State;

    Submit and adhere to legal budgets as designated by the State;

    Maintain legal malpractice insurance in an amount not less than the amount designated by the State;

    Submit to legal bills legal bill audits and law firm audits if requested by the State or by any legal cost control providers retained by the State for this purpose; and

    Submit to a legal cost and utilization review, as determined by the State.

Sample

1. **UTILIZATON OF SMALL, MINORITY AND WOMEN'S BUSINESSES:** The Contractor agrees that affirmative steps will be taken to assure that qualified small, minority and women-owned businesses are used when possible as sources of supplies, construction, and services in the performance of grant-assisted Agreements and subcontracts. Affirmative steps taken shall include the following:

   a. Include qualified small, minority and women-owned businesses on solicitation lists;

   b. Assuring that small, minority and women-owned businesses are solicited whenever they are potential sources;

   c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation of small, minority and women-owned businesses;

   d. Establishing delivery schedules, where the requirements of the work permit, which will encourage participation by small, minority and women-owned businesses;

   e. Using the services and assistance of the Small Business Administration, the Minority business Development Agency of the U.S. Department of Commerce, and the State Office of Small Business and Disabled Veteran Business Enterprise Certification; and

   f. If the Contractor awards subcontracts, requiring the subcontractor to take the affirmative steps in paragraphs A through E of this section.

2. **DISCLOSURE REQUIREMENTS:** Any document or written report prepared in whole or in part pursuant to this Agreement shall contain a disclosure statement indicating that the document or written report was prepared through Agreement with the State. The disclosure statement shall include the Agreement number and dollar amount of all Agreements and subcontracts relating to the preparation of such documents or written reports. The disclosure statement shall be contained in a separate section of the document or written report.

3. **PRIVITY:** This Agreement is funded in whole or in part by a grant from the Federal Government. Neither the United States nor any of its departments, agencies, or employees are, or will be, a part to this Agreement or any lower tier subcontract or to any solicitation or request for proposal.

4. **COMPLIANCE WITH FEDERAL REGULATIONS:** The Contractor understands that the State is obligated, in accordance with its assistance Agreement with the Federal Government, to comply with the provisions of federal regulations contained in Title 48 Code of Federal Regulations (CFR) Part 31 and any conditions in the grant Agreement and any amendments thereto. In order to ensure that the State can meet these obligations, the Contractor warrants, represents, and agrees that it and its subcontractors, employees, and representatives will comply with: 1) all applicable provisions of Title 48 CFR Part 31; and 2) all general and special conditions contained in the Agreement.

5. **COPYRIGHTS:** The Contractor agrees to and does hereby grant to the Federal Government, a royalty-free nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for Federal Government purposes:

   a. The copyright in any work developed under this Agreement; and

   b. Any rights of copyright which the Contractor purchases, in whole or in part, with funds provided by this Agreement.

6. **STANDARDS FOR FINANCIAL MANAGEMENT SYSTEM:** The Contractor and all subcontractors shall maintain fiscal control and accounting procedures which are sufficient to:

   a. Permit preparation of reports required by Title 48 CFR Part 31 (including those required by Title 48 CFR part 31.40 and 31.41) and statutes authorizing the grant.

   b. Permit tracing of funds to a level of expenditures adequate to establish that such funds have not been used in violation of the restrictions and prohibitions of applicable statutes.

   A requirement to this effect shall be placed in all subcontracts related to performance of work under this Agreement.

Sample

7. **APPLICABLE COST PRINCIPLES:** The cost principles for this Agreement are applicable as set forth below (Office of Management and Budget (OMB):

   OMB Circular 21 – Education Institutions; or

   OMB Circular A-87 – State, Local or Indian Tribe Governments; or

   OMB Circular A-122 – Cost Principals for Non-Profit Organizations; or

   OMB Circular A-133 – Audits of States, Local Governments and Non-Profit Organizations; or

   Title 48 CFR Part 31 – For-Profit Organizations

   Funds provided under this Agreement shall not be used for payment of salaries to individual consultants retained by the Contractor or any subcontractors in excess of the rate for Level 4, of the Federal Executive Schedule. The limit expressed herein does not include transportation and subsistence costs for necessary travel for work required under this Agreement.

8. **CONTINGENT FUNDING:** It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds for the mutual benefit of both parties in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.

   This Agreement is valid and enforceable only if sufficient funds are made available to the State by the US Government for the fiscal year(s) covered by this Agreement for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress of any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.

   It is mutually agreed that if the Congress does not appropriate sufficient funds for the Agreement, the State has the option to terminate the Agreement under the termination clause or to amend the Agreement to reflect any reduction of funds.

   The Department has the option to invalidate the contract under the 30-day cancellation clause or to amend the Agreement to reflect any reduction in funds.

9. **ENVIRONMENTAL QUALITY (FOR AGREEMENTS IN EXCESS OF $100,000):** The Contractor and subcontractors shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act, Title 42 U.S.C. 1857(h), Section 508 of the Clean Air Act, Title 33 U.S.C. 1368 Executive Order 11738 and, Title 40 CFR part 15.

   The Contractor shall comply with mandatory standards and policies related to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Conservation Act (Publ. L. 94-163).

10. **RECYCLED PAPER:** The Contractor agrees to use recycled paper for all reports which are prepared as a part of this Agreement and delivered to the State. This requirement does not apply to reports which are prepared on form supplied by the Federal Government. This requirement applies even when the cost of recycled paper is higher than that of virgin paper.

11. **SINGLE AUDIT ACT:** To the extent applicable, the Contractor shall be subject to and shall comply with the provisions and requirements of the Single Audit Act of 1984 (Pub. L 98-502) and implementing policies, procedures and guidelines, including applicable circulars issued by the Federal OMB.

12. **FEDERAL ASSURANCES:** It is further agreed that by signing this Agreement, the contractor is subject to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, and offers all persons the opportunity to participate in programs or activities regardless of race, color, national origin, age, sex, or disability. Further, it is agreed that no individual will be turned away from or otherwise denied access to or benefit from any program or activity that is directly associated with a program of the Department on the basis of race, color, national origin, age, sex (in education activities) or disability.

Sample

13. USE OF SUBCONTRACTORS: If the Contractor desires to accomplish part of the services through the use of one (1) or more subcontractors, the following conditions must be met:

a. The Contractor shall submit any subcontracts to the State for approval prior to the execution of this Agreement;

b. The Agreement between the primary Contractor and the subcontractor must be in writing;

c. The subcontractor must include specific language which establishes the rights of the auditors of the State to examine the records of the subcontractor relative to the services and materials provided under this Agreement; and

d. Upon termination of any subcontract, the State shall be notified immediately in writing, by the primary Contractor.

Further, any subcontract entered into as a result of this Agreement shall contain all applicable provisions stipulated in this Agreement.

14. COMPLIANCE WITH FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT 2006 (FFATA): As a recipient of a federal contract, grant or other federal funds, the State is required under the Federal Funding Accountability and Transparency Act of 2006 (FFATA) to report certain information about the State's contractors, grantees and sub-recipients of that federal funding. The Contractor, as a sub-recipient of federal funds, agrees to provide the State with data required under the FFATA unless exempted under that act. Contractor shall complete a Contractor's FFATA Certification form (State form) and submit it as instructed, on or before execution of the agreement. If not exempt the Contractor shall create a registration, or update its data if already registered, on the federal Contractors Central Registry (CCR) at www.bpn.gov/ccr. A DUNS number is required for the CCR registration and must be included on the FFATA Certification form. Contractor agrees to update its CCR registration and notify the State if there is a material change to its CCR data or its exemption status changes.

Sample

(Mileage Reimbursement Rate Effective 7-1-2013.)

1. The following rate policy is to be applied for reimbursing the travel expenses of persons under contract. The terms “contract” and/or “subcontract” have the same meaning as “grantee” and/or “subgrantee” where applicable.

a. Reimbursement for travel and/or per diem shall be at the rates established for nonrepresented/excluded state employees. Exceptions to California Department of Human Resources (CalHR) lodging rates may be approved by the California Department of Fish and Wildlife (Department) upon the receipt of a statement on/with an invoice indicating that State employee travel rates are not available.

b. Short Term Travel is defined as a 24-hour period, and less than 31 consecutive days, and is at least 50 miles from the main office, headquarters or primary residence. Starting time is whenever a contract *or* subcontract employee leaves his or her home or headquarters. "Headquarters" is defined as the place where the contracted personnel spends the largest portion of their working time and returns to upon the completion of assignments.
Headquarters may be individually established for each traveler and approved verbally or in writing by the program funding the agreement. Verbal approval shall be followed up in writing or email.

c. Contractors on travel status for more than one 24-hour period and less than 31 consecutive days may claim a fractional part of a period of more than 24 hours. Consult the chart appearing on Page 3 of this document to determine the reimbursement allowance. All lodging reimbursement claims must be supported by a receipt*. If a contractor does not or cannot present receipts, lodging expenses will not be reimbursed.

(1) Lodging (with receipts*):

Travel Location / Area	**Reimbursement Rate**
Statewide (excluding the counties identified below)	$ 90.00 plus tax
Napa, Riverside, Sacramento Counties	$ 95.00 plus tax
Los Angeles, Orange, and Ventura Counties and Edwards AFB, excluding the city of Santa Monica	$120.00 plus tax
Alameda, Monterey, San Diego, San Mateo, and Santa Clara Counties	$125.00 plus tax
San Francisco County and the City of Santa Monica	$150.00 plus tax

Reimbursement for actual lodging expenses that exceed the above amounts may be allowed with the advance approval of the Deputy Director of the California Department of Fish and Wildlife or his or her designee. Receipts are required.

*Receipts from Internet lodging reservation services such as Priceline.com which require prepayment for that service, ARE NOT ACCEPTABLE LODGING RECEIPTS and are not reimbursable without a valid lodging receipt from a lodging establishment.

Sample

(2) Meal/Supplemental Expenses: With substantiating receipts, a contractor may claim actual expenses incurred up to the following maximum reimbursement rates for each full 24-hour period of travel.

Meal / Expense	**Reimbursement Rate**
Breakfast	$ 7.00
Lunch	$ 11.00
Dinner	$ 23.00
Incidental expenses	$ 5.00

d. Out-of-state travel may only be reimbursed if such travel is necessitated by the scope or statement of work and has been approved in advance by the Department Deputy Director. For out-of-state travel, contractors may be reimbursed actual lodging expenses, supported by a receipt, and may be reimbursed for meals and incidental expenses for each 24-hour period computed at the rates listed in 1.c. (2) above. For all out-of-state travel, contractors/subcontractors must have prior Department written approval.

e. In computing allowances for continuous periods of travel of less than 24 hours, consult the chart appearing on Page 3 of this document.

f. No meal or lodging expenses will be reimbursed for any period of travel that occurs within normal working hours, unless expenses are incurred at least 50 miles from headquarters.

2. If any of the reimbursement rates stated herein is changed by CalHR, no formal contract amendment will be required to incorporate the new rates. However, the Department shall inform the contractor, in writing, of the revised travel reimbursement rates and the applicable effective date of any rate change.

At the Departments' discretion, changes or revisions made by the Department to this exhibit, excluding travel reimbursement policies established by CalHR may be applied retroactively to any agreement to which a Travel Reimbursement Information exhibit is attached, incorporated by reference, or applied by Department policy. Changes to the travel reimbursement rates stated herein may not be applied earlier than the date a rate change is approved by CalHR.

3. For transportation expenses, the contractor must retain receipts for parking; taxi, airline, bus, or rail tickets; car rental; or any other travel receipts pertaining to each trip for attachment to an invoice as substantiation for reimbursement. Reimbursement may be requested for commercial carrier fares; private car mileage; parking fees; bridge tolls; taxi, bus, or streetcar fares; and auto rental fees when substantiated by a receipt.

4. **Note on use of autos:** If a contractor uses his/her or a company car for transportation, the rate of reimbursement will be **56.5 cents** maximum per mile. If a contractor uses his/her or a company car "in lieu of" airfare, the air coach fare will be the maximum paid by the State. The contractor must provide a cost comparison upon request by the State. Gasoline and routine automobile repair expenses are not reimbursable.

5. The contractor is required to furnish details surrounding each period of travel. Travel expense reimbursement detail may include, but not be limited to: purpose of travel, departure and return

Sample

times, destination points, miles driven, mode of transportation, etc. Reimbursement for travel expenses may be withheld pending receipt of adequate travel documentation.

6. Contractors are to consult with the Department Contract Manager to obtain specific invoicing procedures.

Per Diem Reimbursement Guide

Length of travel period	**And this condition exists…**	**Meal allowed with receipt**
Less than 24 hours	‣ Trip begins at or before 6:00 a.m. and ends at or after 9:00 a.m. ‣ Trip ends at least one hour after the regularly scheduled workday ..... ends or begins at or before 4:00 p.m. and ends after 7:00 p.m. ***Lunch or incidentals cannot be claimed on one-day trips.***	Breakfast Dinner
24 hours or more	‣ Trip begins at or before 6:00 a.m. ..... ‣ Trip begins at or before 11:00 a.m. ..... ‣ Trip begins at or before 5:00 p.m.	Breakfast Lunch dinner
More than 24 hours	‣ Trip ends at or after 8:00 a.m. ..... ‣ Trip ends at or after 2:00 p.m. ..... ‣ Trip ends at or after 7:00 p.m.	Breakfast Lunch Dinner
The following meals may **not** be claimed for reimbursement: meals provided by the State, meals included in hotel expenses or conference fees, meals included in transportation costs such as airline tickets, or meals that are otherwise provided. Snacks and/or continental breakfasts such as rolls, juice, and coffee are not considered to be a meal. No meal expense may be claimed for reimbursement more than once in any given 24-hour period.		

Sample