

REQUEST FOR BIDS

SLENDER FALSE BROME PROGRAM

Sponsored by the
SAN MATEO RESOURCE CONSERVATION DISTRICT

6 April 2020

Request for Bids
SLENDER FALSE BROME PROGRAM

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Exhibit A: Project plans, specifications, and relevant reports

Exhibit B: Cost Proposal Form

Exhibit C: Bid Evaluation Form

Exhibit D: Contract Template

Exhibit E: Insurance Requirements

Published by the authority of:

San Mateo Resource Conservation District Board of Directors

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Half Moon Bay, CA 94019

(650) 712-7765

BID COMPLETION CHECKLIST
SLENDER FALSE BROME PROGRAM
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For bids to be considered complete, prospective contractors must include:

- Signed and completed copy of all sections of Exhibit B
 - Bid Schedule
 - Subcontractors
 - References

All other attached documents are included for informational purposes only and are not required to be completed at the time of submission.

Slender False Brome Program

REQUEST FOR BIDS

Introduction

The San Mateo Resource Conservation District (RCD) is seeking contractors to implement integrated pest management (IPM) projects, including control of invasive species *Brachypodium sylvaticum* (slender false brome) and *Carex pendula* (hanging sedge) throughout San Mateo County, CA. Both species introductions are recent within the last two decades and threaten redwood forest and riparian habitat. The RCD, in partnership with Midpeninsula Regional Open Space District (MROSD), aims to control the spread of both species on MROSD lands and surrounding private and public property.

Needs for IPM includes treatment of targeted species using practices like herbicide application, brush-cut, mulch, and manual removal. Approved herbicides include Round-Up Pro-Max, Round-Up Custom (Glyphosate) and Envoy Plus (Clethodium).

Contracting Entity: The RCD is the contracting entity and program manager on behalf of the landowner(s). The RCD is a non-regulatory public benefit district to help people protect, conserve, and restore natural resources through information, education, and technical assistance programs. The RCD is a division of state government under Division 9 of the Public Resources Code.

Notice of Grant Funding: Applicants are notified that funding for treating target species is provided in part by MROSD. The RCD will not pay the contractor until funds are received from MROSD or other funders, which is normally between [45 to 120 days] from the approved pay request. The RCD may wish to utilize the contractor for other funds secured for vegetation management projects.

Location

IPM management projects covered in this request for qualifications occur within San Mateo County, particularly in the mountainous region around Woodside, CA. Specific private properties have been targeted for treatment of target species within the next year (See Exhibit A, Figure 3), though some efforts may work outside of those limits to control isolated outlier populations. The communities within the target species treatment area span from residential to rural representing a mixture of habitats like redwood forest, mixed evergreen forest, oak woodland and riparian habitat. The contractor can expect to treat from a range of 50-70 acres each year.

Additional vegetation management projects may be developed in addition to the target species treatment areas described above.

Scope of Work

Bids shall include rates for all labor, equipment, and materials necessary to perform all work as described in Exhibit A. Labor costs shall be based on current prevailing wage rates where applicable (see section entitled "Wages" below). Equipment costs shall include all fuel costs. Added fuel surcharges not included in the bid will not be paid.

Program Cost and Funding

Funding for the program is through grants from the Midpeninsula Regional Open Space District.

Currently, secured funding for work from May 15, 2020 through June 30, 2020 is \$47,021.45 from MROSD. The entire work period is from May 15, 2020 to June 30, 2022, with possibility of additional funding in the future. The total cost estimate for the project is \$141, 063. There is a possibility to increase funding from MROSD and other funders.

Documentation

Attached to this request for bids are copies of program and contract documents, including the following:

- Exhibit A: Program plans, specifications and relevant reports
- Exhibit B: Cost Rates Proposal Form
- Exhibit C: Bid Evaluation Form
- Exhibit D: Contract Template
- Exhibit E: Insurance Requirements

7. Proposal and Work Schedule

Date of announcement	[April 6, 2020]
Questions/Inquiries Accepted	[April 13, 2020]
Deadline for qualifications submittal	[April 20, 2020 by 5:00 pm] Late proposal submissions will not be considered. Send qualifications to cleopatra@sanmateoRCD.org
Notification of RCD Staff Contractor Selection Recommendation to RCD Board of Directors	[May 7, 2020]
RCD Board of Directors Meeting	May14, 2020
Contract Execution Date	[May 14, 2020 to May 30, 2020]
Estimated Work Commence Date with the following conditions: -All work is dependent on favorable weather conditions -Contractor shall coordinate commencement with RCD -No work shall begin until authorized by RCD	[May 15, 2020]
Work Completion Date	[June 30, 2022]

Prevailing Wage Laws

This program is considered a public work or public improvement and is therefore subject to Prevailing Wage pursuant to Part 7 of Division 2 of the California Labor Code (commencing with Section 1720.)

Registration Pursuant to Labor Code Section 1725.5

All contractors and subcontractors who will perform any portion of the work must be currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Bids submitted by contractors, or including subcontractors, who are not registered will be rejected.

Sensitive Areas

The program site is an environmentally sensitive area. Contractor shall take all precautions and measures necessary to protect the environmental integrity of the site, including but not limited to the protection of all plants, animals, and aquatic life. See Exhibit A for Best Management Practices.

Evaluation of Bids

The RCD will select the contractor(s) which is of the greatest advantage to the program and the RCD. RCD has the right to reject any and all contractors and add alternates. The Bid Evaluation Form (Exhibit C) lists the objective criteria that will be used to evaluate all bid proposals. RCD is not required to accept the contractor with the lowest rates.

Contract and Payment

This program will be a time and materials contract. The entire contract period is between May 15, 2020 to June 30, 2022. Total payment for this fiscal year, May 15, 2020 to June 30, 2020 will not exceed \$47,021.45 unless an amendment to contracts is executed by the RCD and contractor(s). Invoices shall be submitted to the RCD for work completed no less than quarterly, and no more than monthly.

EXHIBIT A

Program Scope

1. Program Summary

The goal of the Slender False Brome Program is the timely removal of *Brachypodium sylvaticum* and *Carex pendula* from private properties to protect natural resources and to reduce the range of these target species. The RCD is seeking contractors who can provide safe and effective application of herbicide and non-herbicide methods, including but not limited to manual removal and mulching. There are approximately 50-70 acres that require selective weed control (not all of which will require the services of the Contractor).

The Slender False Brome Program works with voluntary landowners, many of whom own residential homes. It is understood that RCD may shift priorities between different properties as needed. Access to the properties are via roads and trails, private and public. Trail or road access to some weed control areas are limited and terrain is often steep. Typical treatment seasons span a few months from April-November and take an average 30-40 working days to complete.

2. Project Planning and Administration

Contractor will coordinate with RCD as needed to coordinate removal dates.

3. Implementation

Contractor will assist RCD as directed to conduct herbicide spraying, manual removal and mulching on private properties designated prior to the treatment date by RCD staff.

4. Compensation

- a. Payment is per hour. Please provide a list of hourly rates for herbicide application and for hand pulling/mulching. Compensation will not exceed \$47,021.45 unless an amendment to contracts is executed by the RCD and contractor(s). Contractor is not guaranteed the full amount.
- b. In the event the funding on which the above described contract services relies is materially reduced or made unavailable, despite the party's understandings and expectations that no such disruptions will occur, this Agreement will terminate immediately upon notice of such funding disruption by RCD to CONTRACTOR.

5. Reporting

- Contractor will provide ounces of herbicide used daily to RCD monthly.
- Contractor will provide invoice on the 5th of the following month.

TERM OF AGREEMENT. The term of this Agreement shall commence on May 15, 2020 and terminate on June 30, 2022.

6. Qualifications

- With training by RCD staff, be able to identify *Brachypodium sylvaticum* and *Carex pendula* in vegetative and flowering form. Some plant identification experience is wanted.
- Knowledge of County and State IPM requirements and ability to adhere to said requirements.
- Ability to use herbicides such as *Envoy*, *Roundup Pro Max* and *Roundup Custom*, and surfactants/adhesives such as *Liberate*.
- Communicate with Program Manager via phone or email. Be flexible with homeowner requests.

- Be able to work independently. Will be under purview of RCD once every 20 acres or as needed. Work will be surveyed 1-2 months after treatment.
- Be able to work in steep terrain and in creek systems with no trail access to treatment sites.
- Be able to use manual removal methods when needed, including but not limited to hand pulling, shovels, pulaskis, McLeod, mowing, and spades.
- Be able to utilize PDF maps provided to locate and treat infestations. KML, GPS, Calflora, and other geolocational formats will be available.
- Be able to provide and deploy non-herbicide treatment materials such as 10 mil black plastic or unpainted/unprinted cardboard. RCD will be responsible for maintenance and monitoring.

7. Deliverables

- List availability for May to November including days per week and number of applicators (at least 2)
- List qualifications
- Proposed budget for treatment of 50-70 acres
- List of hourly rates

ROUNDUP PROMAX – FOLIAR/SPOT SPRAY

Owner: Midpeninsula Regional Open Space District
 330 Distel Circle
 Los Altos, CA 94022
 CONTACT: Tom Reyes (650) 691-1200

No. 2019_MROSD_1_Gen_RPMax

Effective Date: 4/2019 – 4/2020

SITE DESCRIPTION

Parks & Open Space, Habitat Management, Rangeland and Right of Way Areas. General invasive weed management at 46 defined project sites in 16 Open Space Preserves. Total acreage to be treated is estimated to be 187 acres. Refer to back page for listed Preserves and project locations of applications within each Preserve. Use alternative recommendation 2019_MROSD_2_Gen_Capstone for non-grasses where an alternative to glyphosate is desired.

TARGET PESTS: Grasses – *Brachypodium, Cortaderia, Ehrharta, Phalaris, Piptatherum*, etc.
 Brush – *Acacia, Baccharis, Cytisus, Genista, Spartium*, etc. Vines – *Delairea, Vinca, Hedera*
 Thistles – *Carduus, Carthamus, Cirsium, Centaurea, Dittrichia, Silybum*, etc.

Material (Add to tank in order)	Rate per 100 gal	Rate per gal (handhelds)	Volume/Acre
(1) Adjust Buffer – 17545-50024	½ - 4 pints	To be used if water has pH >7 (see label)	
(2) Roundup ProMax* – 524-579	0.4 – 1.5 gallon	0.5 - 2 oz.	Spot spray -Variable Rate
(3) Dye (if necessary)	variable	variable	

*Do not exceed maximum use rate of 7 quarts (8 lbs acid) of product per acre per year.

HAZARDS – RESTRICTIONS

- OBSERVE ALL LABEL PRECAUTIONS
- KEEP OUT OF LAKES, RIVERS AND STREAMS
- WORKER RE-ENTRY INTERVAL: KEEP WORKERS, PEOPLE AND PETS OFF TREATED AREAS UNTIL DRY
- THIS PRODUCT IS NON-SELECTIVE - DO NOT ALLOW SPRAY SOLUTION TO DRIFT OUT OF TREATMENT AREA
- LIMIT APPLICATIONS TO PERIODS WHEN WIND IS BETWEEN 2-7 MPH TO REDUCE DRIFT POTENTIAL
- NO APPLICATIONS WHEN 40% OR GREATER FORECAST OF RAIN WITHIN 24 HOURS OF PLANNED APPLICATION
- OBSERVE SPRAY BUFFER OF 40 YARDS FROM OCCUPIED ENDANGERED SPECIES HABITAT

APPLICATION NOTES

This recommendation is for targeted spray-to-wet applications for invasive weeds on listed properties within a regional open space preserve. All sprays shall be directed to target vegetation and evenly applied on a spray-to-wet basis with low pressure (30-70 psi), hand held wands or guns (incl. hand, backpack and truck mounted sprayers).

Low Rate – 0.4% - Use for winter and early spring annual weeds. Time for optimum effectiveness from cotyledon stage <6" in height when propane flaming is not a safe or effective option.

High Rate - 1.5% - Use for late spring, summer, and fall perennial weeds. For broadleaves, apply during flower bud stage (spiny bud in yellow starthistle) but before plants set viable seeds. Use only when hand pulling and mowing are not safe or effective options.

This recommendation covers pesticide applications within habitats for federally and state listed endangered species. A qualified biologist/staff representative that can identify all rare plant and wildlife species present within Open Space Preserves shall supervise all applications of pesticide. This application will occur in counties where the California red-legged frog 2006 stipulated injunction and order is in effect. All listed application sites are not within any defined critical habitat for red-legged frogs nor are red-legged frogs likely to occur at these sites based on habitat characteristics and biological surveys. This pest control application incorporates all United States Environmental Protection Agency voluntary interim endangered species pesticide protection measures and it complies with the 2006 California red-legged frog stipulated injunction and order requirements for Santa Clara, Santa Cruz and San Mateo counties. I certify that alternative methods and mitigation measures that will substantially reduce adverse environmental impacts have been considered and adopted as necessary and feasible.

Advisors Signature 
 Mark A. Heath, PCA License No. 118861

March 28, 2019

Produced by On Point Land Management Inc, 2625 Ortega Street, San Francisco, CA 94122 Ph. (415) 235-0987

2019/20

SAN MATEO / SANTA CLARA / SANTA CRUZ

MIDPENINSULA REGIONAL OPEN SPACE

Figure 1. Pesticide recommendation for Roundup Promax.

ENVOY PLUS – GRASS SELECTIVE

Owner: Midpeninsula Regional Open Space District
 330 Distel Circle
 Los Altos, CA 94022
 CONTACT: Tom Reyes (650) 691-1200

No. 2019_MROSD_8_Envoy
 Effective Date: 4/2019 – 4/2020

SITE DESCRIPTION

Parks & Open Space, Habitat Management and Forest Areas. Selective invasive grass management at 5 defined project sites in 4 Open Space Preserves. Total acreage to be treated is estimated to be 117 acres. Refer to back page for listed Preserves and specific project locations.

TARGET PESTS: Grass – Slender false brome, Harding grass & barbed goatgrass

Material (Add to tank in order)	Rate per Acre	Rate per 1000 sq. ft.	Volume/Acre
(1) Envoy Plus* – 59639-132	16 – 32 oz.	Lo: 0.40 fl. oz. Hi: 0.80 fl. oz.	Spot spray -Variable Rate
(2) Competitor ESO – 2935-50173	0.25% v/v	Variable	
(3) Dye (if necessary)	Variable	Variable	

*Do not exceed maximum rate of 64 oz. (0.5 lbs ai) per acre per year

HAZARDS – RESTRICTIONS

- OBSERVE ALL LABEL PRECAUTIONS
- WORKER RE-ENTRY INTERVAL: KEEP WORKERS, PEOPLE AND PETS OFF TREATED AREAS UNTIL DRY
- THIS PRODUCT IS NON-SELECTIVE - DO NOT ALLOW SPRAY SOLUTION TO DRIFT OUT OF TREATMENT AREA – SOLUTION MAY DAMAGE NON-TARGET VEGETATION
- LIMIT APPLICATIONS TO PERIODS WHEN WIND IS BETWEEN 2-7 MPH TO REDUCE DRIFT POTENTIAL
- NO APPLICATIONS WHEN 40% OR GREATER FORECAST OF RAIN WITHIN 24 HOURS OF PLANNED APPLICATION
- OBSERVE SPRAY BUFFER OF 40 YARDS FROM OCCUPIED ENDANGERED SPECIES HABITAT

APPLICATION NOTES

This recommendation is for the control of the perennial invasive grasses - slender false brome and Harding grass - in forest and grassland environments in regional open space preserves. All sprays shall be directed to target vegetation and evenly applied on a spray-to-wet basis with low pressure (30-70 psi), hand held wands or guns (incl. hand, backpack and truck sprayers).

Low Rate – 16 oz/acre – Use for early season growth when plants are between 1 - 6" in height.
High Rate – 32 oz/acre - Use for later season growth when plants are between 6 - 12" in height.

Time all applications for periods when plants are actively growing with sufficient soil moisture and no drought stress. Grass-specific herbicides are less effective on mature grasses in later growth stages or during periods of plant stress (heat/cold). Repeat applications are often necessary for full control of perennial grasses. Time repeat applications a minimum of 14 day intervals.

This recommendation covers pesticide applications within habitats for federally and state listed endangered species. A qualified biologist/staff representative that can identify all rare plant and wildlife species present within Open Space Preserves shall supervise all applications of pesticide. This application will occur in counties where the California red-legged frog 2006 stipulated injunction and order is in effect. All listed application sites are not within any defined critical habitat for red-legged frogs nor are red-legged frogs likely to occur at these sites based on habitat characteristics and biological surveys. This pest control application incorporates all United States Environmental Protection Agency voluntary interim endangered species pesticide protection measures and it complies with the 2006 California red-legged frog stipulated injunction and order requirements for Santa Clara, Santa Cruz and San Mateo counties. I certify that alternative methods and mitigation measures that will substantially reduce adverse environmental impacts have been considered and adopted as necessary and feasible.

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MIDPENINSULA REGIONAL OPEN SPACE

Figure 2. Pesticide recommendation for Envoy Plus.

Table 1 District BMPs for IPMP

BMP ID#	Best Management Practices
1	All pesticide use shall be implemented consistent with Pest Control Recommendations prepared annually by a licensed Pest Control Advisor.
2	Surfactants and other adjuvants shall be used and applied consistent with the District's Pest Control Recommendations.
3	Applicators shall follow all pesticide label requirements and refer to all other BMPs regarding mandatory measures to protect sensitive resources and employee and public health during pesticide application.
4	Pesticide applicators shall have or work under the direction of a person with a Qualified Applicator License or Qualified Applicator Certificate. Contractors and grazing and agricultural tenants may apply approved herbicides after review and approval by the District and under the direction of QAL/QAC field supervisors. Employees, contractors and tenants may install approved ant and roach bait stations inside buildings in tamper-proof containers without review by a QAL/QAC. Tenants may not use rodenticides; only qualified District staff or District contractors may use approved rodenticides and these should only be used in the event of an urgent human health issue and in anchored, tamper-proof containers inside buildings.
5	All storage, loading and mixing of herbicides shall be set back at least 300 feet from any aquatic feature or special-status species or their habitat or sensitive natural communities. All mixing and transferring shall occur within a contained area. Any transfer or mixing on the ground shall be within containment pans or over protective tarps.
6	Appropriate non-toxic colorants or dyes shall be added to the herbicide mixture to determine treated areas and prevent over-spraying.
7	<p>Application Requirements - The following general application parameters shall be employed during herbicide application:</p> <ul style="list-style-type: none"> ▲ Application shall cease when weather parameters exceed label specifications, when wind at site of application exceeds 7 miles per hour (MPH), or when precipitation (rain) occurs or is forecasted with greater than a 40 percent probability in the next 24-hour period to prevent sediment and herbicides from entering the water via surface runoff; ▲ Spray nozzles shall be configured to produce a relatively large droplet size; ▲ Low nozzle pressures (30-70 pounds per square inch [PSI]) shall be observed; ▲ Spray nozzles shall be kept within 24 inches of vegetation during spraying; ▲ Drift avoidance measures shall be used to prevent drift in locations where target weeds and pests are in proximity to special-status species or their habitat. Such measures can consist of, but would not be limited to the use of plastic shields around target weeds and pests and adjusting the spray nozzles of application equipment to limit the spray area.
8	Notification of Pesticide Application – Signs shall be posted notifying the public, employees, and contractors of the District's use of pesticides. The signs shall consist of the following information: signal word, product name, and manufacturer; active ingredient; EPA registration number; target pest; preserve name; treatment location in preserve; date and time of application; date which notification sign may be removed; and contact person with telephone number. Signs shall generally be posted 24 hours before the start of treatment and notification shall remain in place for 72 hours after treatment ceases. In no event shall a sign be in place longer than 14 days without dates being updated. See the IPM Guidance Manual for details on posting locations, posting for pesticide use in buildings and for exceptions.
9	Disposal of Pesticides – Cleanup of all herbicide and adjuvant containers shall be triple rinsed with clean water at an approved site, and the rinsate shall be disposed of by placing it in the batch tank for application. Used containers shall be punctured on the top and bottom to render them unusable, unless said containers are part of a manufacturer's container recycling program, in which case the manufacturer's instructions shall be followed. Disposal of non-recyclable containers shall be at legal dumpsites. Equipment shall not be cleaned and personnel shall not bathe in a manner that allows contaminated water to directly enter any body of water within the treatment areas or adjacent watersheds. Disposal of all pesticides shall follow label requirements and local waste disposal regulations.
10	All appropriate laws and regulations pertaining to the use of pesticides and safety standards for employees and the public, as governed by the U.S. Environmental Protection Agency, the California Department of Pesticide Regulation, and local jurisdictions shall be followed. All applications shall adhere to label directions for application rates and methods, storage, transportation, mixing, and container disposal. All contracted applicators shall be appropriately licensed by the state. District staff shall coordinate with the County Agricultural Commissioners, and all required licenses and permits shall be obtained prior to pesticide application.
11	Sanitation and Prevention of Contamination - All personnel working in infested areas shall take appropriate precautions to not carry or spread weed seed or plant and soil diseases outside of the infested area. Such precautions will consist of, as necessary based on site conditions, cleaning of soil and plant materials from tools, equipment, shoes, clothing, or vehicles prior to entering or leaving the site.
12	All staff, contractors, tenants, and volunteers shall be properly trained to prevent spreading weeds and pests to other sites.
13	District staff shall appropriately maintain facilities where tools, equipment, and vehicles are stored free from invasive plants.
14	District staff shall ensure that rental equipment and project materials (especially soil, rock, erosion control material and seed) are free of invasive plant material prior to their use at a worksite.
15	Suitable onsite disposal areas shall be identified to prevent the spread of weed seeds.

Table 1 District BMPs for IPMP

BMP ID#	Best Management Practices
16	Invasive plant material shall be rendered nonviable when being retained onsite. Staff shall desiccate or decompose plant material until it is nonviable (partially decomposed, very slimy, or brittle). Depending on the type of plant, disposed plant material can be left out in the open as long as roots are not in contact with moist soil, or can be covered with a tarp to prevent material from blowing or washing away.
17	District staff shall monitor all sites where invasive plant material is disposed on-site and treat any newly emerged invasive plants.
18	When transporting invasive plant material off-site for disposal, the plant material shall be contained in enclosed bins, heavy-duty bags, or a securely covered truck bed. All vehicles used to transport invasive plant material shall be cleaned after each use.
19	Aquatic Areas –A District approved biologist shall survey all treatment sites prior to work to determine whether any aquatic features are located onsite. On a repeating basis, grassland treatment sites shall be surveyed once every five years and brushy and wooded sites shall be surveyed once every three years. Brush removal on rangelands will require biological surveys before work is conducted in any year. Aquatic features are defined as any natural or manmade lake, pond, river, creek, drainage way, ditch, spring, saturated soils, or similar feature that holds water at the time of treatment or typically becomes inundated during winter rains. If during the survey it is found that aquatic features are present within 15 feet of the proposed treatment area, the District shall either eliminate all treatment activities within 15 feet of the aquatic feature from the project (i.e. do not implement treatment actions in those areas) or if the District chooses to continue treatment actions in these areas, it shall follow the requirements of the mitigation measure for special-status wildlife species and the CDFW Streambed Alteration Agreement.
20	Application of herbicides shall be conducted in accordance with the California Red-Legged Frog Injunction (Center For Biological Diversity v. U.S. Environmental Protection Agency (2006) Case No.: 02-1580-JSW) in known or potential California red-legged frog habitat specifically by: not applying specified pesticides within 15 feet of aquatic features (including areas that are wet at time of spraying or areas that are dry at time of spraying but subsequently might be wet during the next winter season); utilizing only spot-spraying techniques and equipment by a certified applicator or person working under the direct supervision of a certified applicator; and not spraying during precipitation or if precipitation is forecast to occur within 24 hours before or after the proposed application. Preserves in which these precautions must be undertaken are: Miramontes Ridge, Purisima Creek Redwoods, El Corte de Madera, La Honda Creek, Picchetti Ranch, Russian Ridge, Sierra Azul, Tunitas Creek, Skyline Ridge, Rancho San Antonio, Monte Bello and Coal Creek OSPs and Toto Ranch.
21	<p>A District approved biologist shall survey all selected treatment sites prior to work to determine site conditions and develop any necessary site-specific measures. On a repeating basis, grassland treatment sites shall be surveyed once every five years and brushy and wooded sites shall be surveyed once every three years. Brush removal on rangelands will require biological surveys before work is conducted in any year. Site inspections shall evaluate existing conditions at a given treatment site including the presence, population size, growth stage, and percent cover of target weeds and pests relative to native plant cover and the presence of special-status species and their habitat, or sensitive natural communities.</p> <p>In addition, worker environmental awareness training shall be conducted for all treatment field crews and contractors for special-status species and sensitive natural communities determined to have the potential to occur on the treatment site by a District approved biologist. The education training shall be conducted prior to starting work at the treatment site and upon the arrival of any new worker onto sites with the potential for special-status species or sensitive natural communities. The training shall consist of a brief review of life history, field identification, and habitat requirements for each special-status species, their known or probable locations in the vicinity of the treatment site, potential fines for violations, avoidance measures, and necessary actions if special-status species or sensitive natural communities are encountered.</p>
22	Nesting Birds - For all IPM activities that could result in potential noise and other land disturbances that could affect nesting birds (e.g., tree removal, mowing during nesting season, mastication, brush removal on rangelands), treatment sites shall be surveyed to evaluate the potential for nesting birds. Tree removal will be limited, whenever feasible, based on the presence or absence of nesting birds. For all other treatments, if birds exhibiting nesting behavior are found within the treatment sites during the bird nesting season: March 15 – August 30 for smaller bird species such as passerines and February 15 - August 30 for raptors, impacts on nesting birds will be avoided by the establishment of appropriate buffers around active nests. The distance of the protective buffers surrounding each active nest site are: 500 feet for large raptors such as buteos, 250 feet for small raptors such as accipiters, and 250 feet for passerines. The size of the buffer may be adjusted by a District biologist in consultation with CDFW and USFWS depending on site specific conditions. Monitoring of the nest by a District biologist during and after treatment activities will be required if the activity has potential to adversely affect the nest. These areas can be subsequently treated after a District approved biologist or designated biological monitor confirms that the young have fully fledged, are no longer being fed by the parents and have left the nest site. For IPM activities that clearly would not have adverse impacts to nesting birds (e.g. treatments in buildings and spot spraying with herbicides), no survey for nesting birds would be required.

Table 1 District BMPs for IPMP

BMP ID#	Best Management Practices
23	San Francisco dusky-footed woodrat and Santa Cruz kangaroo rat – All District staff, volunteers, tenants, or contractors who will implement treatment actions shall receive training from a qualified biologist on the identification of dusky-footed woodrat, Santa Cruz kangaroo rat, and their nests. Generally, all San Francisco dusky-footed woodrat, Santa Cruz kangaroo rat, and their nests will be avoided and left undisturbed by proposed work activities. If a nest site will be affected, the District will consult with CDFW. Rodenticides, snap traps, and glue boards shall not be used in buildings within 100 feet of active San Francisco dusky-footed woodrat nests or Santa Cruz kangaroo rat nests; instead rodent control in these areas will be limited to non-lethal exclusion and relocation activities including relocation of nests if approved by CDFW. Tenants will contact the District for assistance in managing rat populations in buildings and under no circumstances will be allowed to use rodenticides.
24	Where appropriate, equipment modifications, mowing patterns, and buffer strips shall be incorporated into manual treatment methods to avoid disturbance of grassland wildlife.
25	Rare Plants – All selected treatment sites shall be surveyed prior to work to determine the potential presence of special-status plants. On a repeating basis, grassland treatment sites shall be surveyed once every five years and brushy and wooded sites shall be surveyed once every three years. Brush removal on rangelands will require biological surveys before work is conducted in any year. A 30-foot buffer shall be established from special-status plants. No application of herbicides shall be allowed within this buffer. Non-herbicide methods can be used within 30 feet of rare plants but they shall be designed to avoid damage to the rare plants (e.g., pulling).
26	Cultural Resources – District staff, volunteer crew leaders, and contractors implementing treatment activities shall receive training on the protection of sensitive archaeological, paleontological, or historic resources (e.g., projectile points, bowls, baskets, historic bottles, cans, trash deposits, or structures). In the event volunteers would be working in locations with potential cultural resources, staff shall provide instruction to protect and report any previously undiscovered cultural artifacts that might be uncovered during hand-digging activities. If archaeological or paleontological resources are encountered on a treatment site and the treatment method consists of physical disturbance of land surfaces (e.g., mowing, brushcutting, pulling, or digging), work shall avoid these areas or shall not commence until the significance of the find can be evaluated by a qualified archeologist. This measure is consistent with federal guidelines 36 CFR 800.13(a), which protects such resources in the event of unanticipated discovery.
27	Post-Treatment Monitoring – District staff shall monitor IPM activities within two months after herbicide treatment (except for routine minor maintenance activities which can be evaluated immediately after treatment) to determine if the target pest or weeds were effectively controlled with minimum effect to the environment and non-target organisms. Future treatment methods in the same season or future years shall be designed to respond to changes in site conditions.
28	Erosion Control and Revegetation - For sites with loose or unstable soils, steep slopes (greater than 30 percent), where a large percentage of the groundcover will be removed, or near aquatic features that could be adversely affected by an influx of sediment, erosion control measures shall be implemented after treatment. These measures could consist of the application of forest duff or mulches, straw bales, straw wattles, other erosion control material, seeding, or planting of appropriate native plant species to control erosion, restore natural areas, and prevent the spread or reestablishment of weeds. Prior to the start of the winter storm season, these sites shall be inspected to confirm that erosion control techniques are still effective.
29	<p>Operation of noise-generating equipment (e.g., chainsaws, wood chippers, brush-cutters, pick-up trucks) shall abide by the time-of-day restrictions established by the applicable local jurisdiction (i.e., City and/or County) if such noise activities would be audible to receptors (e.g., residential land uses, schools, hospitals, places of worship) located in the applicable local jurisdiction. If the local, applicable jurisdiction does not have a noise ordinance or policy restricting the time-of-day when noise-generating activity can occur, then the noise-generating activity shall be limited to two hours after sunrise and two hours before sunset, generally Monday through Friday. Additionally, if noise-generating activity would take place on a site that spans over multiple jurisdictions, then the most stringent noise restriction, as described in this BMP or in a local noise regulation, would apply.</p> <p>For IPM sites where the marbled murrelet has the potential to nest, as identified in the District’s 2014 maps (see attachment) if noise-generating activities would occur during its breeding season (March 24 to September 15), the IPM activities would be subject to the noise requirements listed in the most current in the CDFW RMA issued to the District (see attachment).</p>
30	All motorized equipment shall be shut down when not in use. Idling of equipment and off-highway vehicles will be limited to 5 minutes.
31	Grazing Animals – Animals that have grazed in area treated with Milestone or Transline herbicide will be moved to an untreated holding area for three days prior to being transferred to an area containing plant species of concern.

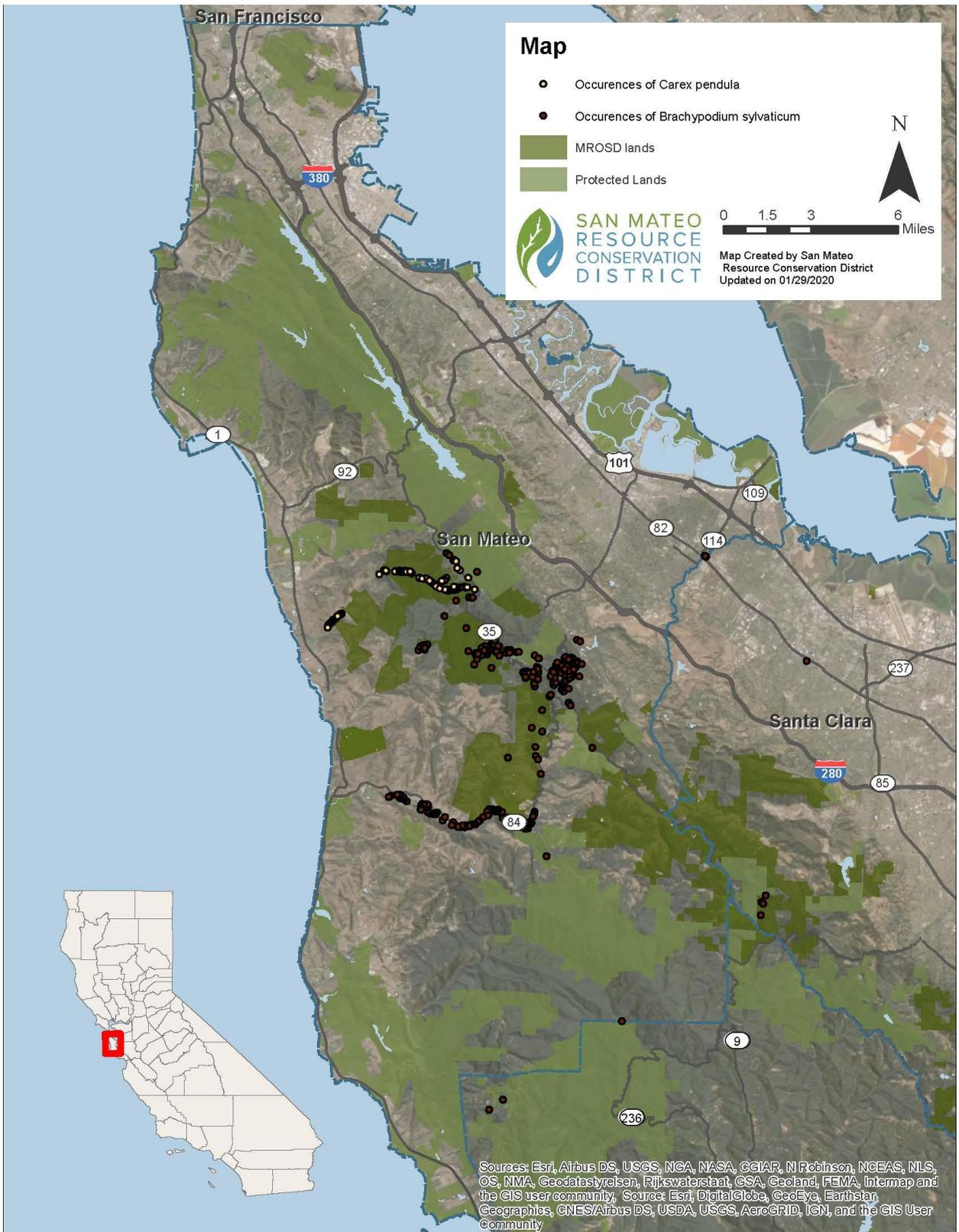


Figure 3. Program range surrounding for IPM work. Map includes known populations of *Brachypodium sylvaticum* and *Carex pendula*. Majority of work will be restricted to San Mateo County.

EXHIBIT B

Cost Proposal Form
Slender False Brome Program

To: Board of Directors, San Mateo Resource Conservation District

We, the undersigned, having familiarized ourselves with this RFB packet, and hereby propose to provide and furnish all labor, materials, utilities, transportation, and equipment of all types and kinds and to complete the program as specified and described in Exhibit A.

We, the undersigned, agree to perform all of the above work to its completion and to the satisfaction of the RCD for the rates for said work as indicated below.

We, the undersigned, understand that the contract is a time and materials contract with a not to exceed amount of \$47,021.45.

1. Cost Proposal

Item #	Description	Hourly Rate
2	Herbicide application	
3	Manual weed removal	
4	Mulching application	
5	Mowing/brush-cutting	
6	Other costs (if any)	

I hereby certify that:

- A. All of the statements herein made by me are made on behalf of [company name]
- B. I have thoroughly examined the plans and specifications, contract documents and all other items bound herein;
- C. I have carefully prepared this Cost Proposal form and have checked the same in detail before submitting this bid;
- D. I have full authority to make such statements and to submit this cost proposal form on the Company's behalf; and
- E. The statements herein are true and correct.

Signature _____ Date _____

By _____

Title _____

Pest control business license registered with San Mateo County. _____

C27 landscape contractor license _____

Qualified Applicator License _____

2. REFERENCES

List projects and contact information for use as reference or attach reference documentation (please refer to EXHIBIT C: Bid Evaluation Form).

PROJECT NAME _____

Brief description of project:

Date(s) constructed:

Reference (name & phone)

PROJECT NAME _____

Brief description of project:

Date constructed:

Reference (name & phone)

PROJECT NAME _____

Brief description of project

Date constructed:

Reference (name & phone)

PROJECT NAME _____

Brief description of project

EXHIBIT C

Bid Evaluation Form Slender False Brome Program

(NOTE: This is provided in the bid packet as an example to show bidders how bids will be scored. Please do not fill out – it will be completed by RCD staff)

Contractor name:

#	Category	Score
1	Experience working with Resource Conservation Districts or other public agencies (0 or 2 points) ¹ .	
2	Contractor's primary business address is located within a 30-mile radius of the job site (0 or 2 points).	
3	Low hourly rate (0 or 1 point) ²	
4	Experience with similar projects (IPM, habitat restoration, etc.) as demonstrated by list of completed projects and references (0, 1 or 3 points). ³	
Total score:		

Note: Category 4 is determined by examining relevant project experience as provided by the bidder, including references.

¹ Yes = 2, No = 0

² Low bid = 1

³ 5+ years of documented experience = 3

2 – 5 years of documented experience = 1

less than 2 years of documented experience or no reference provided = 0

EXHIBIT D
SAMPLE CONTRACT

**SAN MATEO RESOURCE CONSERVATION DISTRICT
PROFESSIONAL SERVICES AGREEMENT WITH
CONTRACTOR NAME**

THIS AGREEMENT (“Agreement”), made and entered into this ____ day of _____, 2020 is by and between the **SAN MATEO RESOURCE CONSERVATION DISTRICT**, a political subdivision of the State of California, hereinafter referred to as “**RCD**,” and **CONTRACTOR NAME**, hereinafter referred to as “**CONTRACTOR**.”

WITNESSETH:

WHEREAS, Midpeninsula Regional Open Space District has contracted with the RCD to fund the Slender False Brome program; and

WHEREAS, RCD desires to use the professional services of **CONTRACTOR**; and

WHEREAS, **CONTRACTOR** has the professional and administrative ability to implement such services; and

WHEREAS, RCD and **CONTRACTOR** desire to set forth in writing the obligations and responsibilities of each party relating to the services;

NOW, THEREFORE, in consideration of the promises and mutual benefits which will accrue to the parties hereto in carrying out the terms of this Agreement, the parties agree as follows:

1. Scope of Services

- a. **CONTRACTOR** will, in accordance with the terms of this Agreement, perform the services set forth in Exhibit A, Project Name- Contractor Name- *Scope of Services*, hereinafter referred to as “**PROJECT**”, which is attached hereto and incorporated herein by reference.
- b. This Agreement is limited both in scope and duration, as herein specified.

2. Term of Agreement. Subject to compliance with all applicable terms and conditions, the term of this Agreement shall commence on DATE and terminate on DATE.

3. Performance Responsibilities. Contractor shall complete the herein described services by no later than DATE unless a later date is agreed upon by the parties in writing. Time is and shall be of the essence in the performance of the specified services by **CONTRACTOR**.

4. Compensation.

- a. In consideration of the services provided by **CONTRACTOR** in accordance with all applicable terms, conditions and specifications set forth in this Agreement and in Exhibit A, RCD agrees to pay **CONTRACTOR** an amount not to exceed

AMOUNT AS TEXT, (\$xx.xx) for the successful and timely completion of the specified services. In no event shall RCD's total fiscal obligation under this Agreement exceed (AMOUNT AS TEXT (\$xx.xx)). In the event that RCD makes any advance payments, CONTRACTOR agrees to refund any amounts in excess of the amount owed by RCD at the time of contract termination or expiration. CONTRACTOR is not entitled to payment for work not performed as required by this Agreement.

- b. In the event that the funding on which the above described contract services relies is materially reduced or made unavailable, despite the parties' understandings and expectations that no such shortage of funding will occur, RCD may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.
- 5. Billing and Payment Procedure.** CONTRACTOR will submit requests for payment along with documentation acceptable to the RCD no more frequently than monthly and no less frequently than quarterly. RCD will issue payment to CONTRACTOR within 30 days of payment to the RCD by the project funder.
- 6. Cooperation.** RCD and CONTRACTOR agree to cooperate to the greatest extent possible to complete the PROJECT. CONTRACTOR will notify RCD in writing of any new developments, information, issues or concerns that are reasonably expected to negatively impact the PROJECT and/or its completion as soon as practicable.
- 7. Assignment.** This Agreement is not assignable by CONTRACTOR in whole or in part without the authorized written consent of RCD,
- 8. Conflict of Interest.** The CONTRACTOR shall comply with all applicable State laws and rules pertaining to conflicts of interest, including but not limited to, Government Code Section 1090 and Public Contract Code 10410 and 10411.
- 9. Applicable Laws.** All work performed on behalf of the RCD, as set forth in this Agreement shall be performed in accordance with all applicable state and federal laws, regulations, policies, procedures, and standards, and any failure to do so shall constitute a material breach of the Agreement by CONTRACTOR, which may be waived by RCD at its sole discretion subject to cure or mitigation of the violation.
- 10. Wages.** All work implemented by the RCD, a public agency, is considered a public work or public improvement project. As public projects, they are subject to prevailing wage and other requirements included in California Labor Code §1720 -1861. CONTRACTOR, and any subcontractor working under CONTRACTOR, shall pay not less than the specified prevailing rates of wages to all workers employed in the execution of the Contract. Prevailing wage determinations can be found at Department of Industrial Relations website.
- 11. No Benefit To Arise For Local Employees.** Except as provided by State law, no member, officer, or employee of RCD or its designees or agents, and no public official who exercises authority over or has responsibilities with respect to the Project during

their tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement or the proceeds thereof, for work to be performed in connection with the services performed under this Agreement.

12. Independent Contractor Status. The CONTRACTOR, and the officers, the agents and employees of the CONTRACTOR, in the performance of the Agreement, shall act in an independent capacity and not as officers, employees or agents of the RCD. Nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, and neither CONTRACTOR nor its employees acquire any of the rights, privileges, powers or advantages of RCD employees.

13. Standard of Professionalism. CONTRACTOR shall conduct all work under this Agreement consistent with professional standards for the industry and type of work being performed hereunder.

14. Ownership of Materials. Except as otherwise expressly stated in Exhibit A, all materials and work products, including data collected for the Work produced as a result of this Agreement are the property of the RCD. Any final products distributed or produced will acknowledge the CONTRACTOR, RCD, and other Funding Agencies as reasonably requested by the RCD. The RCD shall be entitled to use and publish the work product and deliverables under this Agreement.

15. Indemnification. To the fullest extent permitted by applicable law, CONTRACTOR agrees to defend, at CONTRACTOR's expense and with counsel acceptable to RCD, indemnify, and save and hold harmless RCD and all of its officers, directors, employees and agents, from and against any and all claims, suits, losses, causes of action, damages, liabilities, and expenses of any kind whatsoever arising out of the performance or nonperformance of the CONTRACTOR's work, including without limitation, all expenses of litigation and/or arbitration, court costs, and attorneys' fees, arising on account of or in connection with injuries to or the death of any person whomsoever, or any and all damages to property, regardless of possession or ownership, which injuries, death or damages arise from, or are in any manner connected with, the work performed by or for the CONTRACTOR under this Agreement, or are caused in whole or part by reason of the acts or omissions or presence of the person or property of the CONTRACTOR or any of its employees, agents, representatives and or suppliers.

16. Insurance. CONTRACTOR shall obtain and maintain for the duration of this Agreement, comprehensive general liability insurance and/or other insurance necessary to protect the parties hereto, and shall provide RCD with evidence thereof prior to commencement of any work under this Agreement. CONTRACTOR shall have RCD named as an additional insured on its insurance policy, which shall have minimum coverage limits as specified on Exhibit B hereto, incorporated herein by reference. CONTRACTOR's above described insurance shall serve as the primary insurance coverage for any claim arising from or relating to the services to be performed hereunder.

17. Nondiscrimination and Other Requirements

a. General Nondiscrimination: CONTRACTOR will not discriminate in employment practices or in the delivery of services on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. Equal Employment Opportunity: CONTRACTOR shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement.

c. Discrimination Against Individuals with Disabilities: The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and CONTRACTOR and any subcontractor(s) shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

d. History of Discrimination: CONTRACTOR certifies that no finding of discrimination has been issued in the past 365 days against CONTRACTOR by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against CONTRACTOR within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other governmental investigative entity, CONTRACTOR shall provide the RCD with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the RCD.

18. Notices. Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and shall be sent first-class mail. Notice shall be deemed to be effective two (2) days after mailing to the following addresses:

To RCD: Kellyx Nelson, Executive Director
San Mateo Resource Conservation District
80 Stone Pine Road Suite 100
Half Moon Bay, CA 94019

To CONTRACTOR: CONTRACTOR NAME
ADDRESS

19. Amendments and Integration. This Agreement supersedes all previous agreements or understandings, and constitutes the entire understanding between the parties with respect to the above referenced services, terms of compensation, and otherwise. This Agreement

shall not be amended, except in a writing that is executed by authorized representatives of both parties.

- 20. Termination.** This Agreement may be terminated for any of the following reasons:
- a. If CONTRACTOR fails to perform the services hereunder agreed to the satisfaction of RCD, or otherwise fails to fulfill its obligations under this Agreement, immediately upon written notice from RCD; and
 - b. RCD may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of funding.

IN WITNESS WHEREFORE, the parties agree to the foregoing terms and conditions and hereby enter into this Agreement.

Date: _____ By: _____

**NAME, TITLE
CONTRACTOR NAME**

Date: _____ By: _____

**Kellyx Nelson, Executive Director
San Mateo Resource Conservation District**

EXHIBIT E

Insurance Requirements

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims and injuries to persons or damages to property which may arise from or in connection with the work hereunder by CONTRACTOR, its agents, representatives, employees or subcontractors. The cost of such insurance shall be the sole responsibility of CONTRACTOR.

1. Minimum Scope of Coverage and Limits of Insurance:
 - a. Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
 - b. Business Automobile Liability Insurance-with coverage evidencing "any auto" and with limits of at least \$1,000,000 per occurrence.
 - c. Statutory Worker's Compensation Insurance and Employer's Liability Insurance coverage: \$1,000,000

2. Contractors Liability Insurance Policy shall contain the following clauses:
 - a. RCD and MROSD is added as an additional insured as respects operation of the named insured formed under contract with RCD.
 - b. It is agreed that any insurance maintained by RCD shall apply in excess of, and not contribute with, insurance provided by this policy.
 - c. The insurer agrees to waive all rights of subrogation against RCD and MROSD, its officers and employees for losses arising from work performed by CONTRACTOR for RCD.

3. Each insurance policy required herein shall be endorsed to state that coverage shall not be cancelled, limited, or non-renewed except after thirty (30) days written notice has been given to RCD. Certificates of insurance evidencing the coverage required by the clauses set forth above shall be filed with RCD within 10 working days to the effective date of this Agreement.

Workers' Compensation. Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant shall be provided if required under the California Labor Code.

Commercial General and Automobile Liability. Consultant, at Consultant's own cost and expense, shall maintain Commercial General and Business Automobile Liability insurance for the period covered by this Agreement in an amount not less than the amount set forth in this Exhibit B, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting there from, and damage to property resulting from activities contemplated under this Agreement, including the use of hired, owned and non-owned automobiles. Coverage shall be at least as broad as the latest edition of the Insurance Services Office Commercial General Liability occurrence form CG 0001 and Insurance Services Office

Automobile Liability form CA 0001 (ed. 12/90) Code 1 (any auto). No endorsement shall be attached limiting the coverage.

- a. A policy endorsement must be delivered to District demonstrating that District, its officers, employees, agents, and volunteers are to be covered as insured as respects each of the following: liability arising out of activities performed by or on behalf of Consultant, including the insured's general supervision of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired, or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to District, its officers, employees, agents, or volunteers.
- b. The insurance shall cover on an occurrence or an accident basis, and not on a claims made basis.
- c. An endorsement must state that coverage is primary insurance and that no other insurance affected by the District will be called upon to contribute to a loss under the coverage.
- d. Any failure of Consultant to comply with reporting provisions of the policy shall not affect coverage provided to District and its officers, employees, agents, and volunteers.
- e. Insurance is to be placed with California-admitted insurers.

Deductibles and Self-Insured Retentions. Consultant shall disclose the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. Any self-insured retention or deductible is subject to approval of District. During the period covered by this Agreement, upon express written authorization of District Legal Counsel, Consultant may increase such deductibles or self-insured retentions with respect to District, its officers, employees, agents, and volunteers. The District Legal Counsel may condition approval of an increase in deductible or self-insured retention levels upon a requirement that Consultant procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

Notice of Reduction in Coverage. In the event that any coverage required under the Agreement is reduced, limited, or materially affected in any other manner, Consultant shall provide written notice to District at Consultant's earliest possible opportunity and in no case later than five days after Consultant is notified of the change in coverage.

Remedies. In addition to any other remedies District may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, District may, at its sole option:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Consultant to stop work under this Agreement or withhold any payment which becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof;
- Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies District may have and is not the exclusive remedy for Consultant's failure to maintain insurance or secure appropriate endorsement.