

**Solicitation P2014301**

**Yolo Bypass Wildlife Area Grazing Permit**

**Bid designation: Public**

**State of California**

# Bid P2014301

## Yolo Bypass Wildlife Area Grazing Permit

Bid Number **P2014301**  
Bid Title **Yolo Bypass Wildlife Area Grazing Permit**

Bid Start Date **Nov 14, 2014 10:59:21 AM PST**  
Bid End Date **Dec 15, 2014 4:00:00 PM PST**  
Question & Answer End Date **Dec 10, 2014 5:00:00 PM PST**

Bid Contact **Elsie Lujan**  
**209-942-6132**  
**elujan@dfg.ca.gov**

Pre-Bid Conference Dec 4, 2014 10:00:00 AM PST  
**Attendance is mandatory**  
Location: 45211 County Road 32B  
Davis, CA 95616

Standard Disclaimer The State of California advises that prospective bidders periodically check the websites, including but not limited to Bidsync, and/or other state department links for modifications to bid documents. The State of California is not responsible for a prospective bidder's misunderstanding of the bid solicitation or nonresponsive bid due to failure to check these websites for updates or amendments to bid documents, and/or other information regarding the bid solicitations. Failure to periodically check these websites will be at the bidder's sole risk.  
The information published and/or responded to on these websites is public information. Confidential questions/issues/concerns should be directed to the contact on the ad.

### Description

The California Department of Fish and Wildlife (CDFW) has issued this Request for Proposal (RFP) to issue a Permit for Excess Vegetation Disposal (Grazing Permit) for the Yolo Bypass Wildlife Area in Yolo County. Proposal packages are due on December 15, 2014 by 4:00 PM. More information including the RFP and Samples are attached. Additional information will be provided upon request during the Mandatory Site Inspection on December 4, 2014.

Any questions related to this RFP can be sent to Jeff Stoddard.

**P2014301 – ADDENDUM 1  
EVALUATION AND SCORING SYSTEM**

**Potential Permittee Name** \_\_\_\_\_

**Evaluators** \_\_\_\_\_

<b>Minimum Qualifications – If any below are not addressed or Not Passed, this will result in a fail and disqualification</b>	<b>Addressed and Passed</b>	<b>Not Addressed and/or Not Passed</b>
1. Two references in the past five years, or one reference in the past two years that can attest to the Potential Permittees experience in the implementation of a grazing agreement performed on public lands, preferably in the western United States.		
2. Five or more years of experience of wildlife-friendly grazing practices (preferably focused on habitat restoration).		
3. The Potential Permittee – whether an individual, partnership or other entity - must possess the appropriate numbers of livestock needed to fulfill the obligations of the permit. No third-party livestock will be allowed.		
4. Continuous ability to respond to emergencies on the Premises within two (2) hours.		

**Score This Section: Pass / Fail**

Experience and Organization	Desired qualities	Score
Possible conflict of interest?	No conflicts of interest or anything that could potentially be perceived as a conflict of interest exists.	____ of 5
Potential Permittee's background, credentials, years of experience, education, organizational structure, and any other relevant information provided to determine knowledge and ability to perform the activities sought under this RFP	Scores based upon levels of relevant education, certifications held, years of experience in a related industry with a special emphasis on experience in running a grazing operation that minimize negative affects to grounds and supports wildlife habitat.	____ of 40
Disclosure Statements	No or little risk to CDFW for future loss of revenues, mitigation or delays to activities.	____ of 5

Score This Section \_\_\_\_\_ of 50

<b>Proposal for Desired Outcome # 1 Scoring:</b> High scores will be for proposals that show innovative ideas that would support the YBWA goals. Low scores will be for proposals that are operationally problematic to, do not address or are in conflict with these goals.	<b>Score</b>
1. Maintenance, enhancement and/or restoration of habitat for use by: waterfowl, shorebirds & wading birds, other resident & migratory species (raptors, grebes, loons, rails & songbirds), ground nesting birds, cavity-nesting birds, neotropical migratory birds & breeding colony of more than 100,000 Mexican free-tailed bats and other bat species.	_____ of 5
2. Management of grazed lands to minimize mercury methylation.	_____ of 5
3. Utilization of grazing as a tool to benefit the overall management of the Wildlife Area.	_____ of 5
4. Maintenance, enhancement and/or restoration of seasonal and permanent wetland, vernal pool and grassland and riparian communities.	_____ of 5
5. Enhancement of habitats through removal and management of nonnative invasive species that do not benefit wildlife species (including star thistle, perennial pepperweed, water primrose and any other newly introduced invasive plant species).	_____ of 5
6. Cooperation with various research proposals and wildlife monitoring projects (may be initiated within the grazing pastures).	_____ of 5
7. Facilitation of compatibility between grazing and public use activities that take place on the Wildlife Area, including hunting, fishing, public tours, hiking and environmental education activities. Attainment of this goal requires sensitivity in scheduling grazing activities (i.e. application of pesticides, movement of equipment, etc.)	_____ of 5
8. Management of irrigated pasture in accordance with Best Management Practices intended to reduce the production of mosquitoes, as developed by the Mosquito and Vector Control Association of California.	_____ of 5
9. Minimize and proactively avoid impacts on existing Wildlife Area infrastructure.	_____ of 5
10. Maintenance of flood control function of Wildlife Area.	_____ of 5

**Score This Section \_\_\_\_\_ of 50**

<b>Proposal for Desired Outcome # 2 Scoring:</b> High scores will be for proposals that show innovative ideas that would support the YBWA goals. Low scores will be for proposals that are operationally problematic to, do not address or are in conflict with these goals.	<b>Score</b>
<b>1.</b> Maintenance, enhancement and/or restoration of habitat for use by: waterfowl, shorebirds & wading birds, other resident & migratory species (raptors, grebes, loons, rails & songbirds), ground nesting birds, cavity-nesting birds, neotropical migratory birds & breeding colony of more than 100,000 Mexican free-tailed bats and other bat species.	_____ of 5
<b>2.</b> Management of grazed lands to minimize mercury methylation.	_____ of 5
<b>3.</b> Utilization of grazing as a tool to benefit the overall management of the Wildlife Area.	_____ of 5
<b>4.</b> Maintenance, enhancement and/or restoration of seasonal and permanent wetland, vernal pool and grassland and riparian communities.	_____ of 5
<b>5.</b> Enhancement of habitats through removal and management of nonnative invasive species that do not benefit wildlife species (including star thistle, perennial pepperweed, water primrose and any other newly introduced invasive plant species).	_____ of 5
<b>6.</b> Cooperation with various research proposals and wildlife monitoring projects (may be initiated within the grazing pastures).	_____ of 5
<b>7.</b> Facilitation of compatibility between grazing and public use activities that take place on the Wildlife Area, including hunting, fishing, public tours, hiking and environmental education activities. Attainment of this goal requires sensitivity in scheduling grazing activities (i.e. application of pesticides, movement of equipment, etc.)	_____ of 5
<b>8.</b> Management of irrigated pasture in accordance with Best Management Practices intended to reduce the production of mosquitoes, as developed by the Mosquito and Vector Control Association of California.	_____ of 5
<b>9.</b> Minimize and proactively avoid impacts on existing Wildlife Area infrastructure.	_____ of 5
<b>10.</b> Maintenance of flood control function of Wildlife Area.	_____ of 5

**Score This Section \_\_\_\_\_ of 50**

<b>Proposal for Desired Outcome # 3 Scoring:</b> High scores will be for proposals that show innovative ideas that would support the YBWA goals. Low scores will be for proposals that are operationally problematic to, do not address or are in conflict with these goals.	<b>Score</b>
<b>1.</b> Maintenance, enhancement and/or restoration of habitat for use by: waterfowl, shorebirds & wading birds, other resident & migratory species (raptors, grebes, loons, rails & songbirds), ground nesting birds, cavity-nesting birds, neotropical migratory birds & breeding colony of more than 100,000 Mexican free-tailed bats and other bat species.	_____ of 5
<b>2.</b> Management of grazed lands to minimize mercury methylation.	_____ of 5
<b>3.</b> Utilization of grazing as a tool to benefit the overall management of the Wildlife Area.	_____ of 5
<b>4.</b> Maintenance, enhancement and/or restoration of seasonal and permanent wetland, vernal pool and grassland and riparian communities.	_____ of 5
<b>5.</b> Enhancement of habitats through removal and management of nonnative invasive species that do not benefit wildlife species (including star thistle, perennial pepperweed, water primrose and any other newly introduced invasive plant species).	_____ of 5
<b>6.</b> Cooperation with various research proposals and wildlife monitoring projects (may be initiated within the grazing pastures).	_____ of 5
<b>7.</b> Facilitation of compatibility between grazing and public use activities that take place on the Wildlife Area, including hunting, fishing, public tours, hiking and environmental education activities. Attainment of this goal requires sensitivity in scheduling grazing activities (i.e. application of pesticides, movement of equipment, etc.)	_____ of 5
<b>8.</b> Management of irrigated pasture in accordance with Best Management Practices intended to reduce the production of mosquitoes, as developed by the Mosquito and Vector Control Association of California.	_____ of 5
<b>9.</b> Minimize and proactively avoid impacts on existing Wildlife Area infrastructure.	_____ of 5
<b>10.</b> Maintenance of flood control function of Wildlife Area.	_____ of 5

**Score This Section \_\_\_\_\_ of 50**

<b>Proposal for Desired Outcome # 4 Scoring:</b> High scores will be for proposals that show innovative ideas that would support the YBWA goals. Low scores will be for proposals that are operationally problematic to, do not address or are in conflict with these goals.	<b>Score</b>
<b>1.</b> Maintenance, enhancement and/or restoration of habitat for use by: waterfowl, shorebirds & wading birds, other resident & migratory species (raptors, grebes, loons, rails & songbirds), ground nesting birds, cavity-nesting birds, neotropical migratory birds & breeding colony of more than 100,000 Mexican free-tailed bats and other bat species.	_____ of 5
<b>2.</b> Management of grazed lands to minimize mercury methylation.	_____ of 5
<b>3.</b> Utilization of grazing as a tool to benefit the overall management of the Wildlife Area.	_____ of 5
<b>4.</b> Maintenance, enhancement and/or restoration of seasonal and permanent wetland, vernal pool and grassland and riparian communities.	_____ of 5
<b>5.</b> Enhancement of habitats through removal and management of nonnative invasive species that do not benefit wildlife species (including star thistle, perennial pepperweed, water primrose and any other newly introduced invasive plant species).	_____ of 5
<b>6.</b> Cooperation with various research proposals and wildlife monitoring projects (may be initiated within the grazing pastures).	_____ of 5
<b>7.</b> Facilitation of compatibility between grazing and public use activities that take place on the Wildlife Area, including hunting, fishing, public tours, hiking and environmental education activities. Attainment of this goal requires sensitivity in scheduling grazing activities (i.e. application of pesticides, movement of equipment, etc.)	_____ of 5
<b>8.</b> Management of irrigated pasture in accordance with Best Management Practices intended to reduce the production of mosquitoes, as developed by the Mosquito and Vector Control Association of California.	_____ of 5
<b>9.</b> Minimize and proactively avoid impacts on existing Wildlife Area infrastructure.	_____ of 5
<b>10.</b> Maintenance of flood control function of Wildlife Area.	_____ of 5

**Score This Section \_\_\_\_\_ of 50**

<b>Proposal for Desired Outcome # 5 Scoring:</b> High scores will be for proposals that show innovative ideas that would support the YBWA goals. Low scores will be for proposals that are operationally problematic to, do not address or are in conflict with these goals.	<b>Score</b>
<b>1.</b> Maintenance, enhancement and/or restoration of habitat for use by: waterfowl, shorebirds & wading birds, other resident & migratory species (raptors, grebes, loons, rails & songbirds), ground nesting birds, cavity-nesting birds, neotropical migratory birds & breeding colony of more than 100,000 Mexican free-tailed bats and other bat species.	_____ of 5
<b>2.</b> Management of grazed lands to minimize mercury methylation.	_____ of 5
<b>3.</b> Utilization of grazing as a tool to benefit the overall management of the Wildlife Area.	_____ of 5
<b>4.</b> Maintenance, enhancement and/or restoration of seasonal and permanent wetland, vernal pool and grassland and riparian communities.	_____ of 5
<b>5.</b> Enhancement of habitats through removal and management of nonnative invasive species that do not benefit wildlife species (including star thistle, perennial pepperweed, water primrose and any other newly introduced invasive plant species).	_____ of 5
<b>6.</b> Cooperation with various research proposals and wildlife monitoring projects (may be initiated within the grazing pastures).	_____ of 5
<b>7.</b> Facilitation of compatibility between grazing and public use activities that take place on the Wildlife Area, including hunting, fishing, public tours, hiking and environmental education activities. Attainment of this goal requires sensitivity in scheduling grazing activities (i.e. application of pesticides, movement of equipment, etc.)	_____ of 5
<b>8.</b> Management of irrigated pasture in accordance with Best Management Practices intended to reduce the production of mosquitoes, as developed by the Mosquito and Vector Control Association of California.	_____ of 5
<b>9.</b> Minimize and proactively avoid impacts on existing Wildlife Area infrastructure.	_____ of 5
<b>10.</b> Maintenance of flood control function of Wildlife Area.	_____ of 5

**Score This Section \_\_\_\_\_ of 50**

<b>Proposal for Desired Outcome # 6 Scoring:</b> High scores will be for proposals that show innovative ideas that would support the YBWA goals. Low scores will be for proposals that are operationally problematic to, do not address or are in conflict with these goals.	<b>Score</b>
<b>1.</b> Maintenance, enhancement and/or restoration of habitat for use by: waterfowl, shorebirds & wading birds, other resident & migratory species (raptors, grebes, loons, rails & songbirds), ground nesting birds, cavity-nesting birds, neotropical migratory birds & breeding colony of more than 100,000 Mexican free-tailed bats and other bat species.	_____ of 5
<b>2.</b> Management of grazed lands to minimize mercury methylation.	_____ of 5
<b>3.</b> Utilization of grazing as a tool to benefit the overall management of the Wildlife Area.	_____ of 5
<b>4.</b> Maintenance, enhancement and/or restoration of seasonal and permanent wetland, vernal pool and grassland and riparian communities.	_____ of 5
<b>5.</b> Enhancement of habitats through removal and management of nonnative invasive species that do not benefit wildlife species (including star thistle, perennial pepperweed, water primrose and any other newly introduced invasive plant species).	_____ of 5
<b>6.</b> Cooperation with various research proposals and wildlife monitoring projects (may be initiated within the grazing pastures).	_____ of 5
<b>7.</b> Facilitation of compatibility between grazing and public use activities that take place on the Wildlife Area, including hunting, fishing, public tours, hiking and environmental education activities. Attainment of this goal requires sensitivity in scheduling grazing activities (i.e. application of pesticides, movement of equipment, etc.)	_____ of 5
<b>8.</b> Management of irrigated pasture in accordance with Best Management Practices intended to reduce the production of mosquitoes, as developed by the Mosquito and Vector Control Association of California.	_____ of 5
<b>9.</b> Minimize and proactively avoid impacts on existing Wildlife Area infrastructure.	_____ of 5
<b>10.</b> Maintenance of flood control function of Wildlife Area.	_____ of 5

**Score This Section \_\_\_\_\_ of 50**





State of California -The Natural Resources Agency  
 DEPARTMENT OF FISH AND WILDLIFE  
 Bay Delta Region  
 7329 Silverado Trail  
 Napa, CA 94558  
 www.wildlife.ca.gov

**EDMUND G. BROWN JR., Governor**  
**CHARLTON H. BONHAM, Director**



**REQUEST FOR PROPOSAL**  
**Number: P2014301**

**Title: Yolo Bypass Wildlife Area Permit for Excess Vegetation Control (Grazing)**

November 14, 2014

The California Department of Fish and Wildlife (CDFW or Department) offers this Request for Proposal (RFP) to issue a Permit for Excess Vegetation Disposal. The proposed vegetation disposal activity will be conducted with non-exclusive rights to use approximately 9,871 acres within the Yolo Bypass Wildlife Area (YBWA), referred to as the Premises, in the county of Yolo. As part of the overall total 9,871 acres there will only be 5,541.2 acres that will be available for grazing on an annual basis that may move locations within the Premises based on the wildlife area's habitat needs. A successful proposal will convey flexibility, innovative ideas and an understanding of the unique aspects of operating on a publicly owned property with overall goals of flood control and management of habitat for ecological value and public use. CDFW is requesting proposals from livestock operators who have experience working on public or conservation easement protected lands and can address the specific wildlife habitat goals found on pages 6-7 of this RFP. From the proposals, one candidate will be selected to enter into a five-year cash permit agreement.

In addition, an approximately 1700 square foot, 3 bedroom, 1 bath residence including garage/shop and a storage building on the Premises is available for rent by the successful Potential Permittee and/or an employee of the successful Potential Permittee in connection with the Permit, and will require a separate Residential Rental Agreement and separate monthly rental payment as described in this RFP.

**Proposals must be received no later than December 15, 2014 at 4:00 PM. A minimum of one (1) original and five (5) copies of the proposal must be submitted.**

In the opinion of the Department this Request for Proposal is complete and without need of explanation. However, if you have questions, or should you need any clarifying information, you must submit your inquiry in writing to the following administrative contact person.

**Administrative Contact (including all questions)**

Javier Gloria, Administrative Officer III  
 California Department of Fish and Wildlife  
 7329 Silverado Trail  
 Napa, CA 94558  
 (707) 944-5587  
[Javier.gloria@wildlife.ca.gov](mailto:Javier.gloria@wildlife.ca.gov)

**Site Inspection Arrangements**

Jeffrey Stoddard, Site Manager  
 (530) 681-7134

**Site Inspection Location**

45211 County Road 32 B  
 Davis, CA 95618

**It is mandatory** that you inspect the site before submitting a proposal. Site Inspections will be only on December 4, 2014 at 10:00 am. ATTACHMENT 14 SITE INSPECTION CERTIFICATION must be completed during site inspection.

Please note that no *verbal* information given will be binding upon the State or Department unless such information is issued in writing as an official addendum.

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## A. Objectives for Permit

The California Department of Fish & Wildlife (CDFW) seeks a permittee (Permittee) who can conduct a livestock operation on the Yolo Bypass Wildlife Area (YBWA) that will support YBWA overall goals of flood control and management of habitat for ecological value and public use. Grazing on the YBWA will be expected to follow the general guidelines described in the Land Management Plan for the YBWA (can be viewed at <http://www.dfg.ca.gov/lands/mgmtplans/ybwa>) or provided upon request. A long-term objective of CDFW is to use grazing activities to encourage native plants and the proliferation of vernal pools on the YBWA.

## B. Property Description and Grazing Overview

The Yolo Bypass Wildlife Area is located within the Yolo Basin of the Sacramento Valley and is part of the CDFW's Bay-Delta Region (BDR – Region 3). It is composed of roughly 16,770 acres that are almost entirely within the Yolo Bypass in Yolo County (an integral flood conveyance component of the Sacramento River Flood Control Project), between the cities of Davis and West Sacramento.

**Flood Risk Grazing activities on the YBWA are significantly impacted by flooding in the Yolo Bypass. Prospective permittees should consider the limitations and risks in their proposals.** Statistics from the last 70 years show that significant reduction in crop and pasture values caused by flood damage has occurred in 20% of years with some form of flooding in 60-70% of years. In the event of severe flooding (defined as April-June inundation for greater than seven consecutive days that significantly alters the available feed) the per acre rental rate for the acres affected will be reduced by 25% for the remainder of the annual grazing period. For a detailed discussion of flood inundation of the YBWA refer to discussion in Geomorphology, Hydrology and Water Quality Section of 2008 YBWA Land Management Plan starting on page 117.

### **Grazing**

**Potential Permittees are advised that all acreage stated throughout this RFP is approximate.**

The total acreage within the Premises is 9,871 acres. Within that area 5,541.2 acres will have grazing activities annually (see maps in Exhibit A, and descriptions in Exhibit B). Specific locations for permit activities will be determined annually through coordination between the permittee and CDFW Wildlife Area Manager. The annual grazing acreage (5,541.2) includes established irrigated pasture (847 acres and 834.2 acres desired to be converted to irrigated pasture) and the non-irrigated 3860 acres (90.4 livestock staging area, 1780.3 upland, 1262 vernal pool and 727.3 tidal sloughs research project). The main point of access for the grazing permit area will be from County Road 106. Depending on winter and spring weather and any ensuing floods, under the current management the cows typically begin entering the property during the month of May and are removed by December. The stocking rates for years 2004 to 2012 have ranged from 0.96 AUM/acre to 1.45 AUM/acre on the non-irrigated land and 3.03 AUM/acre to 5.66 AUM/acre on the irrigated pasture. Stocking rates are heavily dependent on amount and

duration of Bypass flooding and any resulting weed issues. CDFW has established residual dry matter targets for the non-irrigated habitat areas (see Exhibit B). CDFW staff or their designees will conduct annual monitoring of RDM levels in the fall. Potential Permittee should consider and incorporate into their proposal the effects on grazing operations from flooding, waterfowl depredation, public use activities and other “as-is” conditions. For more information please refer to Sections 2, 8 and 19 of the Permit for Excess Vegetation Disposal (Sample DFW 587). A County possessory interest tax will be assessed on the Permittee by Yolo County as described in Section 27 of the Permit.

**Refer to Exhibit B, Site Operation Plan, which is attached hereto and made a part of this RFP for more detailed information regarding the desired CDFW grazing regime. Water infrastructure development and water fees associated with activities conducted by the Permittee under this Grazing Permit will be the responsibility of the Permittee. It is the responsibility of the Potential Permittee to make sure that all costs and responsibilities relative to water infrastructure development and water fees are considered and incorporated into the proposal submitted to CDFW for consideration.**

#### **C. Optional Available Residence**

An approximately 1700 square foot, 3 bedroom, 1 bath residence including garage/shop and a storage building is available to the Potential Permittee if desired. The residence will be made available to the permittee or an employee of the permittee at the fair market rent of **\$700.00** per month. The Residential Agreement will be separate from the Permit for Excess Vegetation Disposal and will be an agreement between the Department and the occupant(s). **The monthly rent will not be rolled into the annual permit fee for any reason.**

#### **D. Minimum Qualifications of Potential Permittee**

Proposing individuals or firms must submit a Statement of Qualifications (SOQ) that describes how the Potential Permittee meets each of the following minimum qualifications. The SOQ should also outline if and how the Potential Permittee exceeds any of the below minimum qualifications:

1. Two references in the past five years, or one reference in the past two years that can attest to the Potential Permittees experience in the implementation of a grazing agreement performed on public lands, preferably in the western United States.
2. Five or more years of experience of wildlife-friendly grazing practices (preferably focused on habitat restoration).
3. The Potential Permittee – whether an individual, partnership or other entity - must possess the appropriate numbers of livestock needed to fulfill the obligations of the permit. No third-party livestock will be allowed.
4. Continuous ability to respond to emergencies on the Premises within two (2) hours.

## E. Proposals

CDFW is seeking written proposals that will describe how each of the six (6) Desired Outcomes for the Grazing Program (Desired Outcomes) described in Exhibit B - Site Operations Plan will be met. Each proposal shall describe how relevant education and/or experience held by the Potential Permittee would be applied in the performance of the proposed Desired Outcomes and CDFW goals for the YBWA (see section F). (All costs, including but not limited to materials, labor, equipment etc. for these activities will be the sole responsibility of the permittee and should be incorporated into the Potential Permittee's response to CDFW in connection with this RFP.)

Proposal packages must be prepared in accordance with the Proposal Format Requirements identified in Section H-4 of this RFP. Written proposals must contain sufficient information for CDFW to determine which Potential Permittee will be the best suited to enter into a Permit agreement with CDFW on terms most advantageous to CDFW. Proposals may include information that is not specifically requested in this RFP if such information is pertinent to the proposal.

In ranking proposals, CDFW will consider how the proposed activities may further or conflict with CDFW Goals for YBWA.

## F. Ten (10) CDFW Goals for the Yolo Bypass Wildlife Area (YBWA)

Proposals should indicate how they will support the following ten (10) goals that have been prioritized by CDFW.

1. Maintenance, enhancement and/or restoration of habitat for use by: waterfowl, shorebirds & wading birds, other resident & migratory species (raptors, grebes, loons, rails & songbirds), ground nesting birds, cavity-nesting birds, neotropical migratory birds & breeding colony of more than 100,000 Mexican free-tailed bats and other bat species.
2. Management of grazed lands to minimize mercury methylation.
3. Utilization of grazing as a tool to benefit the overall management of the Wildlife Area.
4. Maintenance, enhancement and/or restoration of seasonal and permanent wetland, vernal pool and grassland and riparian communities.
5. Enhancement of habitats through removal and management of nonnative invasive species that do not benefit wildlife species (including star thistle, perennial pepperweed, water primrose and any other newly introduced invasive plant species).
6. Cooperation with various research proposals and wildlife monitoring projects (may be initiated within the grazing pastures).
7. Facilitation of compatibility between grazing and public use activities that take place on the Wildlife Area, including hunting, fishing, public tours, hiking and environmental education activities. Attainment of this goal requires sensitivity in scheduling grazing activities (i.e. application of pesticides, movement of equipment, etc.)
8. Management of irrigated pasture in accordance with Best Management Practices intended to reduce the production of mosquitoes, as developed by the Mosquito and Vector Control Association of California.

9. Minimize and proactively avoid impacts on existing Wildlife Area infrastructure.
10. Maintenance of flood control function of Wildlife Area.

## G. Permit Term and Fees

If awarded, the term of this Permit shall be a maximum of Five (5) years commencing March 1, 2015 or upon approval of the State, whichever is later, (Commencement Date) and terminating on February 28, 2020; with such rights of termination as are set forth in the Permit. STATE shall have the right to delay the Commencement Date if STATE determines that the condition of the Premises warrants such a delay.

The annual permit fee will be calculated as the sum of the [bid amounts per acre per year] times [each acre of each pasture type identified on the Fee Proposal form] (see page 32).

The permit fee shall be due and payable in semi-annual installments, in advance, without demand, offset or deduction in lawful United States funds. The first installment, in the amount of one-half of the annual fee, shall be payable on the Commencement Date and the second installment, in the amount of the balance of the annual fee, shall be payable on September 1, 2015. Thereafter, one-half of the annual fee shall be payable on each anniversary of the Commencement Date and the balance of the annual fee shall be payable September 1. If the Commencement Date is delayed then STATE will adjust the permit fee for the first year of the Term as provided in the Permit.

A separate annual water fee of an average \$30/acre applies to the 834.2 acres of cropland desired to be converted to irrigated pasture. A separate water cost reimbursement for permittee's use of the shared water system applies to the 847 acres of established irrigated pasture (since 2004, this reimbursement cost has ranged from \$28/acre to \$38/acre). The water fee and reimbursement shall be due and payable to CDFW annually within 30 days of invoicing, but not later than October 1<sup>st</sup> of each year.

A County possessory interest tax will be assessed on the Permittee by Yolo County. (see Section 27 of the Permit.)

**NO CREDIT AGAINST THE PERMIT FEE OR ANY OTHER SUMS PAYABLE UNDER THE PERMIT SHALL BE PROVIDED TO PERMITTEE FOR ANY CONTRIBUTIONS (INCLUDING, WITHOUT LIMITATION, WORK DONE OR MATERIALS OR SUPPLIES FURNISHED) BY PERMITTEE**

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## H. Proposal Requirements and Information

### 1. Key Action Dates

<u>EVENT</u>	<u>DATE</u>	<u>TIME</u>
RFP available to Potential Permittees	11/14/2014	
Mandatory Site Inspection	12/4/2014	10:00 AM
Proposal Submission Deadline	12/15/14	4:00 PM
Proposal Evaluation and Ranking	12/17/2014	
Interviews, if Necessary	12/23/2014	TBD
Final Selection / Notice of Intent to Award	12/29/2014	
Proposed Award Date	1/5/2015	
Finalize Exhibit B	1/9/2015	
Proposed Commencement Date	3/1/2015	

### 2. Mandatory Site Inspection

- a. A mandatory site inspection is scheduled at 10:00 a.m. on December 4, 2014 at YBWA Headquarters: 45211 County Road 32 B Davis, CA 95618 for the purpose of discussing questions regarding this RFP and touring the site.
- b. In the event a Potential Permittee is unable to attend the mandatory site inspection an authorized representative may attend on their behalf. The representative may only sign-in for one (1) Potential Permittee. A proposal will not be accepted unless the Potential Permittee or its authorized representative has participated and attended the mandatory site inspection.
- c. For Potential Permittees who need assistance due to a disability, reasonable accommodations will be provided by the awarding agency upon request for the mandatory site inspection. The Potential Permittee must contact Jeffrey Stoddard, Site Manager at (530) 681-7134 or Jeffrey.Stoddard@wildlife.ca.gov no later than the fifth working day prior to the scheduled date and time of the site inspection to arrange for a reasonable accommodation.

### 3. Questions and Answers

Potential Permittees requiring clarification of the intent or content of this RFP or on procedural matters regarding the competitive Proposal process may request clarification by submitting questions, in an email or envelope clearly marked "Questions Relating to RFP P2014301" to the California Department of Fish and Wildlife (Department) Administrative Contact person listed on page one. To ensure a response, questions must be received by the Department or posted on the BidSync advertisement not less than five (5) business days prior to the proposal submission deadline. At the sole discretion of the Department, questions may be paraphrased by the Department for clarity.

Written responses to all questions will be collectively compiled and posted no later than Five (5) days prior to the Submission Deadline to the BidSync website (see below). View Questions and Answers for this RFP. It is the responsibility of the Potential Permittee to register with BidSync and regularly check for the list of questions and associated answers associated with this RFP.

<http://www.bidsync.com/>

### 4. Proposal Format Requirements

For each of the required items listed below, the Potential Permittee's name and page number must be placed in the upper right corner of each page. For Potential Permittee-generated written responses, use 3/4" margins, 12-point Arial font, single-spaced type, and avoid non-standard abbreviations. Each attachment must not exceed two (2) single-sided 8.5"x11" pages. *Hand-written attachments are acceptable, but must be legible or the proposal will be rejected.* **A minimum of one (1) original and five (5) copies of the proposal must be submitted.** Proposals should be organized as follows:

#### **Attachment 1 – Required Attachment Checklist**

Form provided in this RFP. A checklist to be included with the submission of proposals to ensure that the proposal is complete.

#### **Attachment 2 - Transmittal Letter:**

- List the Potential Permittee's name, mailing address, phone, fax, and e-mail (if available). The submitter must sign the transmittal letter in ink and be authorized to bind the Potential Permittee. The name and title of the person signing the proposal must be typed or printed below the signature.
- The Transmittal Letter must state whether the Potential Permittee or any individual who will perform work under the Permit has a possible conflict of interest (e.g., employment by CDFW) and, if so, the nature of that conflict. CDFW reserves the right to cancel an award if any interest disclosed from any source could either give the appearance of a conflict of interest or cause speculation as to the objectivity of the Department. Such determination regarding any questions of conflict of interest shall be solely within the discretion of CDFW.

**Attachment 3 - Statement of Qualifications**

This attachment should describe the knowledge, education, experience and abilities of the Potential Permittee in meeting or exceeding each of the minimum qualifications identified in Section D. of this RFP.

**Attachment 4 – Description of Personnel and Organizational Structure**

1. List all personnel who will be working on the permit and their titles.
2. Brief, descriptive statement indicating the Potential Permittee's credentials to deliver the services sought under this RFP
3. Brief description of the Potential Permittee's background and organizational history, years in business
4. Brief statement of how long the Potential Permittee has been performing the activities required by this RFP
5. Location of office(s)

**Attachments 5 through 10 – Proposals for Each Desired Outcome (1-6)**

Provide one written proposal for each of the six (6) activities of how each Desired Outcome described in Exhibit B - Site Operations Plan will be performed by the Potential Permittee. Include any specific ideas on how to support the ten (10) CDFW goals in the performance of the Desired Outcomes. Describe how relevant education and/or experience held by Potential Permittee would be applied in the performance of the Desired Outcomes.

**Attachment 11 – Disclosure Statements**

- Description of any/all claims or legal actions that are pending or have been asserted or prosecuted against the Potential Permittee within the last five years arising out acts or omissions of the Potential Permittee in connection with leases or grazing agreements or farming operations or activities otherwise similar to those proposed under this RFP. State the status or outcome of each claim and legal action. Claims should be fully disclosed regardless of whether they involved litigation, arbitration, or other formal or informal dispute resolution process. The disclosures required under this provision also apply to any of the individuals who will be part of the agreement.
- A statement as to whether, in the last ten years, Potential Permittee has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors; and if so, an explanation providing relevant details.

**Attachment 12 - Fee Proposal Form**

Form provided in this RFP. Provide a proposed fee per acre per year. All costs associated with the proposed performance of the Permit, as well as associated conditions including flood risk, other expenses and water fees should be considered by the Potential Permittee when submitting this fee proposal. This attachment will also be used to indicate whether there is interest in the optional 1700 sq. ft. residence.

**Attachment 13 - Potential Permittee References**

Form provided in this RFP. Provide the applicable references as detailed in the Minimum Qualifications Section D.

**Attachment 14 - Site Inspection Certification**

Form provided in this RFP. This form must be signed by the Potential Permittee or an authorized representative and co-signed by the CDFW Site Manager on the day of the Mandatory Site Inspection to certify attendance.

**Attachment 15 - Proposal Certification Sheet**

Form and Instructions provided in this RFP.

**5. Submission of Proposal**

- a. All proposals must be submitted under **sealed** cover and received by the Department at the location indicated below on or before the date and time identified above in Section H, Proposal Requirements and Information, Item (1) Key Action Dates. The sealed cover must be plainly marked with the RFP number and title, must show the complete Potential Permittee's name and address, and must be marked with "DO NOT OPEN", as shown in the following example:

**P2014301**  
**Yolo Bypass Wildlife Area Permit for Excess Vegetation Control (Grazing)**  
**California Department of Fish and Wildlife**  
**John P. Permittee**  
**1234 Cattle Drive**  
**Cowtown, CA 98888**

**DO NOT OPEN**

Proposals not submitted under sealed cover will be rejected and returned to the Potential Permittee, unopened.

Any proposal received at the above address after the proposal submission date and time specified in Section H-1, Key Action Dates will NOT be considered. It is the Department's policy to make every effort to ensure that all proposals have been received and properly time stamped; however, Potential Permittees are ultimately responsible for ensuring timely receipt of their proposal. Potential Permittees may verify receipt of their proposal by contacting the Administrative contact identified in the cover letter of this RFP prior to the Public Proposal Opening.

**A minimum of one (1) original and five (5) copies of the proposal must be submitted.**

- b. Potential Permittees assume the risk of the method of dispatch chosen. CDFW assumes no responsibility for delays caused by any delivery service. Postmarking by the due date shall not substitute for actual proposal receipt by CDFW. The time of delivery will be determined by the clock in CDFW's office. Late proposals will not be accepted and no additional time will be granted to any Potential Permittee. Proposals may not be delivered orally, by facsimile transmission, or by other telecommunication or electronic means.

- c. All proposals shall include the documents identified in Section H-4, Required Attachment Checklist (Attachment 1). Proposals not including the proper "required attachments" shall be deemed non-responsive. A non-responsive proposal is one that does not meet the basic proposal requirements.
- d. All documents requiring a signature must bear an original signature of a person authorized to bind the Potential Permittee.
- e. Mail or deliver proposals to the following address:

**Javier Gloria**  
California Department of Fish and Wildlife  
7329 Silverado Trail  
Napa, CA 94558

- f. A proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The Department may reject any or all proposals and may waive an immaterial deviation in a proposal. The Department's waiver of an immaterial deviation shall in no way modify the RFP or excuse the Potential Permittee from full compliance with all requirements if awarded the Permit.
- g. Costs incurred for developing proposals, participation in mandatory site inspection and/or interviews, and any other costs incurred in connection with this RFP, and in anticipation of a Permit award are entirely the responsibility of the Potential Permittee and shall not be charged to the State of California or the Department.
- h. An individual who is authorized to bind the Potential Permittee shall sign the Proposal Certification Sheet, (Attachment 15). If the Potential Permittee is a corporation, partnership or other legal entity, the signature should indicate the title or position that the individual holds in the entity. Any unsigned proposal will be rejected.
- i. A Potential Permittee may modify a proposal after its submission only by withdrawing the original proposal and resubmitting a new proposal prior to the Proposal Submission Deadline. Potential Permittee modifications offered in any other manner, oral or written, will not be considered.
- j. A Potential Permittee may withdraw a proposal by submitting a written withdrawal request to the Department, signed by the Potential Permittee or an authorized agent. A Potential Permittee may thereafter submit a new proposal prior to the proposal submission deadline. Proposals may not be withdrawn without cause after the Proposal Submission Deadline.
- k. The Department may modify the RFP prior to the time fixed for submission of proposals by issuing an addendum to all parties who received a proposal package.
- l. The Department reserves the right to reject all proposals. The Department is not required to award a Permit.

- m. Before submitting a response to this solicitation, Potential Permittees should review the response, correct all errors and confirm compliance with the RFP requirements.
- n. Potential Permittee is required only upon the date and time specified for the site inspection identified in this RFP to inspect the Premises and investigate the conditions, character and quality of the site. The Premises will be made available in AS-IS condition. Please refer to Section 8 of the Sample Permit for Excess Vegetation Disposal (Sample DFW 587) for further information. No changes to the permit amount will be made due to site conditions or a lack of careful examination of site.
- o. Questions to this RFP must be presented in writing to the Administrative Contact identified on page 1 of this RFP or on the BidSync proposal no later than five (5) business days before the Proposal Submission Deadline.
- p. The Permit will be an agreement only between the Department and one Permittee which must be an individual or a legal entity such as a corporation or partnership. Proposals submitted by any informal association of persons or entities will be rejected. If the Potential Permittee is a partnership (general partnership or limited partnership) a copy of the partnership agreement must be provided. The date of such an agreement must pre-date the bid submission deadline date.
- q. The provisions of the Department's Permit for Excess Vegetation Disposal are not negotiable.
- r. Rental of the available residence is **optional**. The Residential Rental Agreement will be an agreement only between CDFW and all adult occupants of the residence. The resident(s) are expected to be full time residents of the house. The house is not to be used as a "bunkhouse" or other seasonal or temporary housing. At least one occupant must be the Permittee (if an individual) or, if Permittee is an entity, a current employee of the Permittee whose employment duties require the employee to reside on or in immediate proximity to the Premises. The Residential Rental Agreement will require the occupant(s) to pay rent in the amount of **\$700.00** per month. THE MAXIMUM NUMBER OF ADULT OCCUPANTS PERMITTED IN THE RESIDENCE IS FOUR.
- s. The provisions of the Department's Residential Rental Agreement (see attached Sample) are non-negotiable.
- t. No oral understanding or agreement shall be binding on either party.
- u. By submitting a proposal, Potential Permittee acknowledges that Potential Permittee has read and understands this RFP, and is in agreement to the provisions of the Permit for Excess Vegetation Disposal included as part of this RFP.
- v. If any provision of this RFP is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and, the rights and obligations of CDFW and the Potential Permittee shall be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

## 6. Evaluation and Ranking

- a. All proposals received by the submission deadline will be reviewed by CDFW to determine compliance with mandatory proposal requirements as specified in this RFP. If CDFW determines that a proposal is not completely responsive and material to the RFP requirements, the proposal may be rejected.
- b. Proposals accepted under the terms of this RFP will be evaluated and ranked by an evaluation team which may consist of a CDFW Wildlife Area Manager, regional CDFW representative, Dixon Resource Conservation District (DRCD) Manager, and a DRCD Board member. Size and composition of the evaluation team is subject to change at the sole discretion of CDFW.
- c. CDFW will attempt to contact each reference by phone. References will be asked to describe the prior grazing agreement transaction they had with the Potential Permittee and to answer the following questions:
  1. Did the firm/individual satisfactorily complete the obligations within the terms of the agreement? (Yes or No)
  2. Was the firm/individual knowledgeable in best grazing practices to avoid negative impacts to the property?(Yes or No)

If any reference provided by the Potential Permittee answers “No” to any of the questions, the proposal will be disqualified on the grounds that the Potential Permittee did not meet the minimum qualifications, and the proposal is therefore non-responsive.

- d. Proposals that contain false or misleading statements or provide references which do not support an attribute or condition claimed by the Potential Permittee may be rejected.
- e. CDFW reserves the right, at its sole discretion, to request clarifications of proposals or to conduct discussions for the purpose of clarification with any or all Potential Permittee(s). The purpose of any such discussions shall be to ensure full understanding of the proposal. If clarifications are made as a result of such discussion, the Potential Permittee shall put such clarifications in writing. Applicants may not submit supplemental information without the approval of CDFW.
- f. The reviewers may consider information that is pertinent to the Potential Permittee qualifications regardless of whether such information is specifically requested or included in the criteria listed in this RFP.

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

<u>Rating/Scoring Criteria</u>	<u>Maximum Possible Points</u>
• References, Experience, Organization Information and Permit Qualifications (SOQ)	50 points
• Proposal for Desired Outcome 1	50 points
• Proposal for Desired Outcome 2	50 points
• Proposal for Desired Outcome 3	50 points
• Proposal for Desired Outcome 4	50 points
• Proposal for Desired Outcome 5	50 points
• Proposal for Desired Outcome 6	50 points
• Proposed Permit Fee	50 points

- h. The method of evaluation and scoring is included in this RFP as Addendum 1.

## 7. Basis of Award

The Permit award, if made will be to the responsive, responsible Potential Permittee with the highest ranking based upon the Evaluation Criteria. The evaluation process is designed to award the Permit not necessarily to the Potential Permittee proposing the highest Permit Fee, but rather to the Potential Permittee with the best combination of attributes based upon the evaluation criteria and that which presents the most advantageous proposal to CDFW.

Proposal responses must comply with all RFP requirements. Failure to do so will disqualify the proposal. If it is determined not to be in the best interest of the State, the Department reserves the right to not award a Permit in response to this RFP.

## 8. Interviews (If needed)

The method that shall be used as a "tie-breaker" in the event of a two-way (or more) tie of the responsive/responsible highest proposal will be to hold an interview with each of the Potential Permittees with the "tying score". The interviews will be conducted by the evaluation team.

## 9. Disposition of Proposal

- a. Upon proposal opening, all documents submitted in response to this RFP will become the property of the State of California. Selection or rejection of a proposal does not affect its ownership by the Department.
- b. All proposal information, including detailed price and cost information, shall be held in confidence during the evaluation process. Upon the completion of the evaluation of proposal, indicated by a notice of intent to award the Permit, the proposals and associated materials shall be open for review by the public to the extent allowed by the California Public Records Act (Government Code sections 6250-6270 and 6275-

6276.48). By submitting a proposal, the Potential Permittee acknowledges and accepts that the contents of the proposal and associated documents shall become open to public inspection.

- c. Proposal packages may be returned only at the Potential Permittee's expense after the evaluation process is complete

## 10. Finalization of the Site Operation Plan (Exhibit B)

CDFW in agreement with the awardee may include the awardee's proposals as addenda to the Site Operation Plan - Exhibit B. Revision to the standard language of the Permit is prohibited.

If CDFW and the awardee initially selected by CDFW are unable to agree on the provisions of the Site Operation Plan within a reasonable time, the Permit will be offered to the Potential Permittee rated second by CDFW. The negotiation process described in Sections H-6 thru H-10 of this RFP will be repeated until an agreement is executed.

## 11. Permit for Excess Vegetation Disposal Award

- a. The proposed awardee will sign five (5) originals of the Permit for Excess Vegetation Disposal and return all signed originals within ten (10) business days after receipt from CDFW, along with any required documents described below:
- b. The proposed awardee will be required to provide insurance certification documents upon request. **State execution of the Permit is contingent upon the verification of the insurance by the Department of General Services – Office of Risk and Insurance Management.**
- c. The proposed awardee, if acting on behalf of a limited liability company, corporation, partnership or other legal entity will be required to provide a copy of the duly adopted resolution or other appropriate action of the Board of Directors or governing body authorizing the entity to enter into the Permit and granting the signer(s) authority to legally bind the entity.
- d. The proposed awardee will be required to provide a completed Payee Data Record form (STD-204) which must be provided with the Permit documents.
- e. If the residence is to be included, the proposed awardee will sign, or cause its employee and all other adult occupants to sign, five (5) originals of the Residential Rental Agreement and return all signed originals within ten (10) business days after receipt from CDFW.
- f. The RFP and the Permittee selection processes do not obligate CDFW and do not create rights, interests, or claims of entitlement for the Potential Permittee.

## 12. Permit Execution and Performance

- a. Activities shall start not sooner than the Commencement Date indicated upon the Permit or upon delivery of a fully signed and executed Permit to the Permittee and CDFW receipt of the first Permit Fee whichever occurs later.
- b. All activities and obligations under the Permit shall be completed on or before the termination date of the Permit.

## 13. Sample Permit for Excess Vegetation Disposal

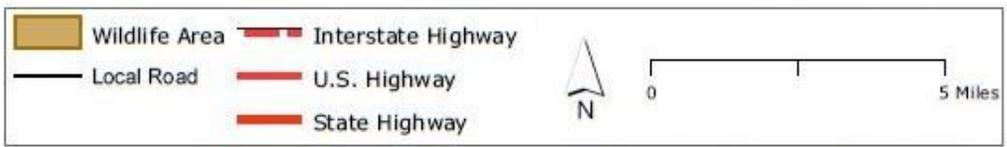
This RFP includes, as a separate document, a Sample Permit for Excess Vegetation Disposal (Sample DFW 587) for review. The Sample DFW 587 contains language that the Department expects to utilize for this permit. Following award of the Permit the Department will prepare a Permit for Excess Vegetation Disposal including exhibits for execution. By submitting a proposal, the successful Potential Permittee agrees to sign and return the DFW 587 within ten (10) business days of receipt.

## 14. Sample Residential Rental Agreement

This RFP includes, as a separate document, a Sample Residential Rental Agreement (Sample DFW 600) for review. The Sample DFW 600 contains language that the Department expects to utilize for the residential agreement(s), if the option is chosen. Note that the sample contains highlighted areas to be determined. Following award of the Permit the Department will prepare a Residential Rental Agreement to be signed by the adult occupant(s) of the residence, including exhibits for execution. By submitting a cost proposal indicating interest in the residence, the successful potential permittee agrees to sign, or cause intended inhabitants to sign and return the DFW 600 within ten (10) business days of receipt.

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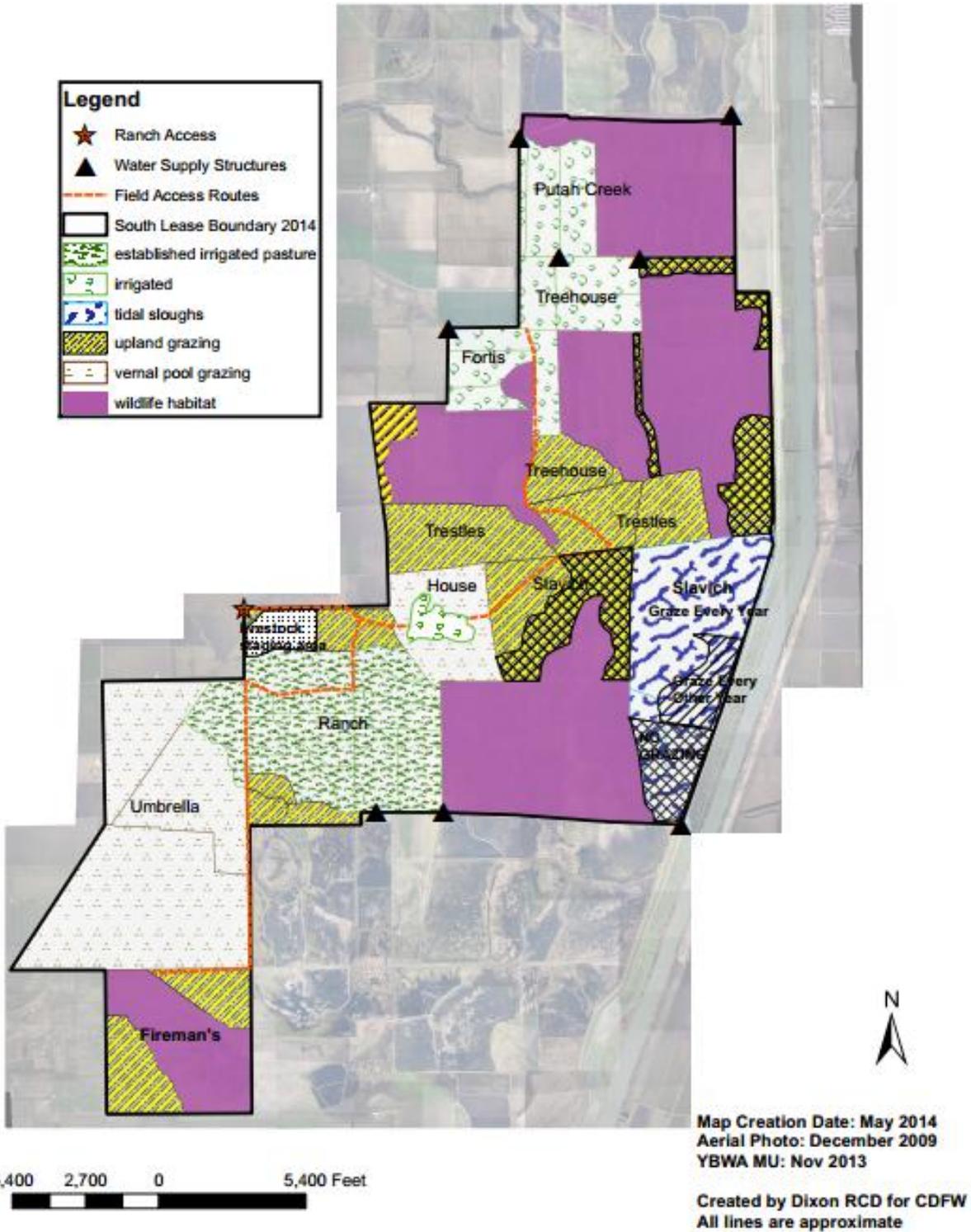
15. Exhibit A – Figure 1 - Yolo Bypass Wildlife Area Location Map (for reference)



June 2009 - Stacey Lee, DFG - WB / BDB  
Prepared by BDB for WB

Exhibit A - Figure 2 – Grazing Allotment Map

### Yolo Bypass Wildlife Area 2014 Grazing Permit



**16. Exhibit A-1: Site Legal Description**

The Site Legal Descriptions will be made available at the mandatory site inspection.

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## 17. Exhibit B: Site Operation Plan

The Permittee will conduct a livestock operation on the portion of the Yolo Bypass Wildlife Area (YBWA) comprising the Premises. The operations of Permittee must support the overall YBWA goals of flood control, management of habitat for ecological value and public use. Grazing on the YBWA is expected to follow the general guidelines described in the Land Management Plan for the YBWA.

(<http://www.dfg.ca.gov/lands/mgmtplans/ybwa>).

A long-term objective of CDFW is to use grazing activities to encourage native plants and the proliferation of vernal pools on the YBWA. Haying is an acceptable use provided the Permittee has a qualified biologist (approved in advance by CDFW) walk the field ahead of the haying activities and that all hay is utilized on the Premises.

Permittee will be required to participate in a minimum of three annual planning meetings (pre-season, mid-season, post-season) with CDFW to coordinate the Permittee's activities on the Premises with other activities on the YBWA. The Department has final approval on all permittee activities pertinent to the grazing program.

Should Permittee desire to participate in any United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) or Farm Services Agency (FSA) program(s), such participation must be in coordination with CDFW or its designated representative.

The source of water for livestock on the Premises has historically been existing supply and drainage facilities. Permittee will be responsible for working with CDFW staff to develop new watering facilities that minimize the direct use of the supply and drainage facilities.

**Grazing Plan / Actual Stocking Rate Reporting** - At each of the three annual planning meetings Permittee shall update CDFW representatives on recent, current and planned grazing activities, any issues, observations of plant and animal species about which the Department has requested information, and pest and/or predator concerns (including number of livestock affected and number of predators involved). All pest and/or predator control activities must be carried out according to Sections 44 and 45 of the Permit. Permittee shall submit a tentative grazing rotation plan by field to CDFW each year for CDFW's approval of acres and locations within the Premises at the pre-season planning meeting. At the annual post-season meeting, Permittee shall provide a written summary of the previous year's actual stocking rates and dates of use by field.

**Monitoring / Adaptive Grazing** – Residual dry matter (RDM) targets have been established to meet CDFW habitat objectives in the non-irrigated grazing areas. CDFW or its designated representative(s) will perform site visits prior to the mid-season planning meeting, where any needed changes to the grazing rotation will be discussed. End of season RDM monitoring will be conducted by CDFW or its designated representative(s) by December annually.

## **Management Unit Descriptions**

**(Refer to the Exhibit A - Figure 2 – Grazing Allotment Map)**

**Established Irrigated Pasture (“Ranch”)** Approximately **847 acres** of established irrigated clover pasture is divided into 11 leveled and contoured fields. The dominant soils are Capay soils, flooded and Marvin Silty Clay Loam with slow permeability. The irrigated clover pasture has historically been irrigated between April 15 and October 15 and has been used for cow/calves. The season of use is typically April 15 to December 15.

**IRRIGATION WATER COSTS AND OBLIGATIONS** – The source of water for the established irrigated pasture is from the Toe Drain and water is delivered through a series of up to three low lift pump stations along the southern boundary of the Wildlife Area. The water from this system is shared among CDFW, Permittee and neighboring duck clubs. Pro-rata maintenance and power costs for the water are shared by the Permittee, CDFW and five duck clubs that also use the water. Since 2004, the total annual water and maintenance costs for the 847 acres of irrigated pasture has ranged from \$28 to \$38 per irrigated acre (\$32/acre average). The Permittee will be expected to pay its pro-rata share of costs annually when invoiced by CDFW. This payment is separate from and in addition to the Permit Fee. In addition, Permittee will perform water management and maintenance activities to operate the shared system and must remain in close coordination with CDFW staff and Duck Club representatives when Permittee, CDFW and duck club water needs overlap.

**Irrigated Cropland to be Converted to Irrigated Pasture (“Treehouse”, “Putah Creek”, “Fortis”, “Trestles”)** Approximately **834.2 acres** is divided into nine fields that are not fenced. Historically these fields have been farmed (tomatoes, milo, sunflowers, Sudan grass, or corn). These fields are desired to be converted into irrigated pasture during the five year lease period. CDFW’s preferable pasture species include annual or perennial grasses or grains that can be grazed. Season of use is typically April 15 to October 1.

Two fields with a total of approximately 261.5 farmable acres were historically part of the Los Rios Farms Complex. The recent crops have been corn, milo, wildlife food plots and tomatoes. Variable soil textures are present with no clear dominant soil type on this property (Riz Loam flooded, Sacramento Soils flooded, and Sycamore Complex flooded, Sycamore Silt Loam drained, and Sycamore Silty Clay Loam, drained). Permeability is variable throughout the property.

The other seven fields (totaling approximately 572.7 acres) were historically part of the Tule Ranch. These fields begin approximately one mile south of Putah Creek and continue to the south. The recent crops have been wildlife food plots, irrigated grazing, and tomatoes. The dominant soils are sandy loams to silty clay loams with clay subsoils (Sycamore Complex flooded, Clear Lake Soils, flooded, and Capay Soils flooded. These soils either have improved drainage or are somewhat poorly drained with slow permeability.

**IRRIGATION WATER MANAGEMENT AND FEES** - The source of water for the irrigated cropland desired to be converted to irrigated pasture is a mixture of the Toe Drain pool, Putah Creek, and a groundwater well. The water is delivered through a series of up to

three low lift pump stations. Some of these irrigation facilities are shared among the Permittee, CDFW and parties to the Mace Ranch Irrigation System Grant of Easements and Water Delivery Agreement (Mace Ranch Agreement) signed March 25, 1991. Permittee will manage the irrigation needs of its operations in coordination with the other parties of the Mace Ranch Agreement. The Permittee will manage its water needs in coordination with CDFW. The permittee will pay a water fee of an average of \$30/acre to CDFW for these fields, in addition to the Permit Fee, to cover the grazing portion of the water costs.

**Non-irrigated Livestock Staging Area** - Approximately **90.4 acres** located directly north of the established clover fields has typically been used as a livestock staging area. RDM targets do not apply to this area.

**Non-irrigated Upland Pasture (“Treehouse”, “Ranch”, “Fortis”, “Slavich”, Fireman” “Trestles”)** Approximately **1780.3 acres** of upland habitat is managed to benefit ring-necked pheasant, mourning doves, ducks, geese, sandhill cranes. Light to moderate grazing of these units is intended to help control sweet clover and non-native/invasive species to provide foraging habitat for upland species and waterfowl that are utilizing the nearby seasonal wetlands. Permittee is responsible for any additional fencing required to manage livestock in these areas. Season of use is typically April 15 to October 1. RDM targets are 1200 - 1500 lbs/acre on 85% of this management area.

**Non-irrigated Vernal Pool Grazing (“Umbrella”)** – Approximately **1,262.0 acres** will continue to be managed as vernal pool habitat. YBWA is home to important vernal pool habitat and historically grazing has been an important component of their management. Local research (Jaymee Marty, Nature Conservancy) has supported grazing as a tool to improve vernal pool habitats. Heavy grazing of these units in the summer and early fall has helped to control non-vernal pool vegetation and encourage vernal pool species. Season of use is approximately June 1 to December 15. RDM targets are 350 to 500 lbs/acre on 85% of this management area.

**Non-irrigated Tidal Sloughs (“Tidal”)** – Approximately **727.3 acres**. In 2010, CDFW along with California Waterfowl Association restored tidal sloughs to provide habitat for aquatic Delta species. CDFW has asked for specific grazing rotations as part of a research trial to observe the effects/benefits of grazing tidally influenced habitat. Under the research trial 317.3 acres are grazed every year, 266.7 acres are grazed every other year and 143.3 acres are never grazed. Permittee will continue this grazing rotation. Season of use is typically April 15 to October 1. RDM targets are 1200 - 1500 lbs/acre on 85% of this management area.

**Other Wildlife Habitat (“Other”)** Approximately **4,329.8 acres** may be available per CDFW approval to include in the annual 5,541.2 acre grazing period. RDM targets do not apply to these areas.

## Six Desired Outcomes for the Grazing Program

Potential Permittee performance of the activities listed below will occur only within the Premises Area and must support and not conflict with the 10 CDFW Goals for the YBWA.

- 1. Wildlife Habitat Plots** (minimum of 200 acres annually - at least 100 acres-irrigated):  
Permittee will be responsible for field preparation, planting, irrigating and maintenance to provide a mature seed crop with a preference for reduced tillage practices. Locations and specific crops will be coordinated with CDFW annually. Crops in order of preference will be safflower, milo, vetch, wildlife mix, triticale, sunflower or other suitable crops to provide nesting plots for wildlife.
- 2. Delayed Grazing in Nesting Areas** (minimum of 100 acres annually in VERNAL POOL or UPLAND areas)  
Permittee will be responsible for installation of portable fencing in five 20-acre plots where livestock would be excluded until after August 1 (nesting period March 1 – July 15); the plot locations will change annually and will be coordinated with CDFW staff (near water and fence lines to prevent depredation).
- 3. Livestock Watering Plan**  
In coordination with CDFW staff, Permittee will be responsible for development of new sources of livestock water to minimize livestock use of existing irrigation/drainage infrastructure or swales as watering sources. CDFW's preferred type of watering facilities would incorporate wildlife friendly features (e.g., guzzlers).
- 4. Road Maintenance**  
Permittee will be responsible to maintain roads within the Premises in good working condition and repair during the grazing season. At each post-season annual meeting, CDFW staff and Permittee will review road maintenance and any outstanding issues.
- 5. Water System Maintenance**  
Permittee will be responsible for water system development (where Permittee deems necessary within the Premises), management, and maintenance to provide water and drainage for grazing activities. Any herbicide applications to ditches within the YBWA must comply with the requirements of CDFW's National Pollutant Discharge Elimination System (NPDES) permit. Permittee will schedule an annual pre-grazing season walk through with CDFW (which must include a pump check by a certified electrician paid by Permittee). If Permittee would like a post-season walk through, Permittee will schedule and pay for that as well.
- 6. Fencing**  
Permittee will be responsible for maintenance of fences and gates, providing stock water, and removal of trespass livestock, as necessary, and according to the requirements of the Permit. CDFW does not warrant the existence of required fences in and around the Premises. Such fences, corrals, and cross fences that are now installed may not be the property of CDFW and CDFW does not warrant their availability for Permittee's use. Annually any temporary fencing must be removed by October 14<sup>th</sup> in designated hunting areas and by December 1<sup>st</sup> in non-hunting areas. The schedule and order of removal locations must be coordinated with CDFW.

## Contact Information

**Jeffrey Stoddard**

Wildlife Area Manager

45211 County Road 32B

Davis CA 95618

Office: (530) 757-2431

Cell: (530) 681-7134

[Jeffrey.Stoddard@wildlife.ca.gov](mailto:Jeffrey.Stoddard@wildlife.ca.gov)**Javier Gloria**, Administrative Officer III

7329 Silverado Trail

Napa CA 94558

Office: (707) 944-5587

[Javier.Gloria@wildlife.ca.gov](mailto:Javier.Gloria@wildlife.ca.gov)

## I. Required Attachments

### ATTACHMENT 1 REQUIRED ATTACHMENT CHECK LIST

A complete proposal or proposal package will include all of the items identified below.

Complete this checklist to confirm the items in your proposal. Place a check mark or "X" next to each item that you are submitting to the State. For your proposal to be responsive, all required attachments must be returned. This checklist should be returned with your proposal package also.

<u>Attachment</u>	<u>Attachment Name/Description</u>
___ Attachment 1	Required Attachment Check List
___ Attachment 2	Transmittal Letter
___ Attachment 3	Statement of Qualifications
___ Attachment 4	Description of Personnel and Organizational Structure
___ Attachment 5	Proposal for Desired Outcome Activity 1
___ Attachment 6	Proposal for Desired Outcome Activity 2
___ Attachment 7	Proposal for Desired Outcome Activity 3
___ Attachment 8	Proposal for Desired Outcome Activity 4
___ Attachment 9	Proposal for Desired Outcome Activity 5
___ Attachment 10	Proposal for Desired Outcome Activity 6
___ Attachment 11	Disclosure Statements
___ Attachment 12	Fee Proposal Form
___ Attachment 13	Potential Permittee References
___ Attachment 14	Site Inspection Certification
___ Attachment 15	Proposal Certification Form

## ATTACHMENT 2 PLACEHOLDER Transmittal Letter

List the Potential Permittee's name, mailing address, phone, fax, and e-mail. The submitter must sign the transmittal letter in ink and be authorized to bind the Potential Permittee. The name and title of the person signing the proposal must be typed below the signature.

The Transmittal Letter must state whether the Potential Permittee or any individual who will perform work under the Permit has a possible conflict of interest (e.g., employment by CDFW) and, if so, the nature of that conflict. CDFW reserves the right to cancel an award if any interest disclosed from any source could either give the appearance of a conflict of interest or cause speculation as to the objectivity of the offeror. Such determination regarding any questions of conflict of interest shall be solely within the discretion of CDFW.

### Guide

	Potential permittee Name Page 1 of ?
Attachment 2 Transmittal Letter	
Firm Name Mailing Address Phone Fax E-mail	
Transmittal Letter Text	
 <u>Signature</u> Printed Name	

## ATTACHMENT 3 PLACEHOLDER

### Statement of Qualifications

This attachment will describe the knowledge, education, experience and abilities that lead to the individual or firm in meeting or exceeding each of the minimum qualifications.

1. Two references in the past five years, or one reference in the past two years that can attest to the Potential Permittee's experience in the implementation of a grazing agreement performed on public lands, preferably in the western United States.
2. Five or more years of experience of wildlife-friendly grazing practices (preferably focused on habitat restoration).
3. The Potential Permittee – whether an individual, partnership or other entity - must possess the appropriate numbers of livestock needed to fulfill the obligations of the permit. No third-party livestock will be allowed.
4. Continuous ability to respond to emergencies on the Premises within two (2) hours.

#### Guide

Potential permittee Name Page 1 of ?
Attachment 3 Statement of Qualifications
Statement of Qualifications Text

**ATTACHMENT 4 PLACEHOLDER**  
**Description of Personnel and Organizational Structure**

1. List all personnel who will be working on the permit and their titles.
2. Brief, descriptive statement indicating the Potential Permittee's credentials to deliver the services sought under this RFP
3. Brief description of the Potential Permittee's background and organizational history, years in business
4. Brief statement of how long the Potential Permittee has been performing the activities required by this RFP
5. Location(s) of offices

**Guide**

Potential permittee Name  
Page 1 of ?

Attachment 4  
Description of Personnel and Organizational Structure

Description of Personnel and  
Organizational Structure Text

**ATTACHMENTS 5 THRU 10 PLACEHOLDER  
Proposals for Desired Outcome 1-6**

Provide one written proposal of how each Desired Outcome described in Exhibit B - Site Operations Plan will be performed by the Potential Permittee. Include any specific ideas on how to support the ten (10) CDFW goals. Describe how relevant education and/or experience held by Potential Permittee would be applied in the performance of the activities.

**Guide**

Potential permittee Name  
Page 1 of ?

Attachment 5  
Proposal for Desired Outcome 1

Proposal Text

### **ATTACHMENT 11 PLACEHOLDER Disclosure Statements**

Description of any/all claims or legal actions that are pending or have been asserted or prosecuted against the Potential Permittee within the last five years arising out acts or omissions of the Potential Permittee in connection with leases or grazing agreements or farming operations or activities otherwise similar to those proposed under this RFP. State the status or outcome of each claim and legal action. Claims should be fully disclosed regardless of whether they involved litigation, arbitration, or other formal or informal dispute resolution process. The disclosures required under this provision also apply to any of the individuals who will be part of the agreement.

A statement as to whether, in the last ten years, Potential Permittee has filed (or had filed against him/her/them) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors; and if so, an explanation providing relevant details.

#### **Guide**

Potential permittee Name Page 1 of ?
Attachment 11 Disclosure Statements
Disclosure Statements Text

**ATTACHMENT 12  
Fee Proposal Form**

**P2014301  
Yolo Bypass Wildlife Area**

Fee Proposal Amount	Average # of Acres per year
Price Offered \$ _____ per acre of established irrigated pasture per year	847.0
Price Offered \$ _____ per acre of non-established irrigated pasture per year	834.2
Price Offered \$ _____ per acre of non-irrigated Livestock staging area per year	90.4
Price Offered \$ _____ per acre of non-irrigated upland pasture per year	1780.3
Price Offered \$ _____ per acre of non-irrigated vernal pool grazing per year	1262.0
Price Offered \$ _____ per acre of non-irrigated tidal sloughs per year	727.3

The water fees & reimbursements due from the permittee are separate and in addition to the per acre fee offered above.

**Optional 1700 sq. ft. residence**

Indicate whether the potential permittee is interested in the residence in the amount of \$700.00 per month. The Residential Rent Agreement will be a separate agreement from the Permit and at separate cost and payment. Circle one answer below:

**Yes**

**No**

All costs associated with the proposed performance of the Desired Outcomes, separate payment(s) of water fees, possessory interest taxes and all provisions of the Permit for Excess Vegetation Disposal have been considered in the submission of this proposal. In submission of this Fee Proposal, I certify that I have read and understand all term and conditions of this Request for Proposal and Permit for Excess Vegetation Disposal.

Potential Permittee Full Printed Name \_\_\_\_\_

Potential Permittee Signature \_\_\_\_\_

Fee Offered on behalf of Potential Permittee \_\_\_\_\_

Title of Signer \_\_\_\_\_

Phone Number \_\_\_\_\_

Date \_\_\_\_\_

### ATTACHMENT 13 Potential permittee References

Submission of this attachment is mandatory. Failure to complete and return this attachment with your proposal will cause your proposal to be rejected and deemed nonresponsive.

List below two (2) references in the past five years or one (1) reference in the past two years that can attest to the potential permittee's experience in the implementation of a grazing agreement performed on public lands which are similar to the activities to be performed in this Permit.

References will be contacted to verify agreement obligations were met.

#### REFERENCE 1

Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Agreement		Value or Cost of Agreement	
Brief Description of Obligations Performed			

#### REFERENCE 2

Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Agreement		Value or Cost of Agreement	
Brief Description of Obligations Performed			

#### REFERENCE 3 (Optional)

Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Agreement		Value or Cost of Agreement	
Brief Description of Obligations Performed			

**ATTACHMENT 14  
SITE INSPECTION CERTIFICATION**

This form must be presented to, and signed by, the site contact for the site inspection of Yolo Bypass Wildlife Area for the Request for Proposal Number P2014301. The signed form certifies participation and must be included in the proposal package if submitted.

**Participant Certification**

I, \_\_\_\_\_, have participated in the  
Printed Name

Mandatory site inspection for the Request for Proposal mentioned above.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Site Contact Certification**

I, \_\_\_\_\_, confirm the participation of the above  
Printed Name  
signed in the mandatory site inspection.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## ATTACHMENT 15 PROPOSAL CERTIFICATION SHEET

This Proposal/Potential permittee Certification Sheet must be signed and returned along with all the required attachments as a proposal package as directed in Submission of Proposal (Section H-5.) with original signatures. The proposal documents must be transmitted in a sealed envelope in accordance with RFP instructions.

- A. **The proposals for this invitation are submitted as detailed in Attachments 1 thru 15.**
- B. All required attachments are included with this certification sheet.
- C. The signature affixed hereon and dated certifies compliance with all the requirements of this Request for Proposal. The signature below authorizes the verification of this certification.

**An unsigned Proposal/Potential permittee Certification Sheet may be cause for rejection**

1. Company/Individual Name	2. Telephone Number (    )	2a. Fax Number or e-mail
3. Address		
Indicate your organization type:		
4. <input type="checkbox"/> Sole Proprietorship	5. <input type="checkbox"/> Partnership	6. <input type="checkbox"/> Corporation
7. <input type="checkbox"/> Other (_____)		
Indicate the applicable employee and/or corporation number:		
8. Federal Employee ID No. (FEIN)	9. California Corporation No.	
10. Indicate applicable license and/or certification information:		
11. Potential Permittee's Name (Print)	12. Title	
13. <b>Signature</b>	14. Date	

**ATTACHMENT 11**  
**PROPOSAL CERTIFICATION SHEET INSTRUCTIONS**

Complete the numbered items on the Proposal/Potential permittee Certification Sheet by following the instructions below:

<b>Item Numbers</b>	<b>Instructions</b>
<b>1, 2, 2a, 3</b>	Must be completed. Items are self-explanatory.
<b>4</b>	Check if this is a sole proprietorship. A sole proprietorship is a form of business in which one (1) person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
<b>5</b>	Check if this is a partnership. A partnership is a voluntary agreement between two (2) or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two (2) or more persons to carry on, as co-owners, a business for profit.
<b>6</b>	Check if this is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his/her successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
<b>7</b>	Check if boxes 4-6 do not apply and explain. No informal association of persons or entities is permitted.
<b>8</b>	Enter your Federal Employer Tax Identification Number.
<b>9</b>	Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
<b>10</b>	Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being procured.
<b>11, 12, 13, 14</b>	Must be completed. These items are self-explanatory.

STATE OF CALIFORNIA - DEPARTMENT OF FISH AND WILDLIFE  
**PERMIT FOR EXCESS VEGETATION DISPOSAL**  
 (FISH AND GAME CODE SECTION 1010)  
 DFW 587 (REV 11/12/14)

PERMIT COVERING PREMISES LOCATED AT <p style="text-align: center;"><b>YOLO BYPASS WILDLIFE AREA YOLO COUNTY</b></p>
AGENCY <p style="text-align: center;"><b>DEPARTMENT OF FISH AND WILDLIFE</b></p>
PERMITTEE <p style="text-align: center;"><b>[FULL NAME]</b></p>

DGS File No.: [ \_\_\_\_\_ ]  
 CDFW Permit No.: **P2014301**

**THIS PERMIT**, dated [ \_\_\_\_\_ ] for reference purposes only, is made by and between the State of California, acting by and through its Department of Fish and Wildlife, hereinafter referred to as **STATE**, as authorized by Fish and Game Code Section 1010, and [ \_\_\_\_\_ ], hereinafter referred to as **PERMITTEE**.

STATE and PERMITTEE hereby agree as follows:

**DESCRIPTION**

- STATE hereby permits PERMITTEE, and PERMITTEE hereby accepts, a non-exclusive right to use approximately 9,871 acres of real property situated in the County of Yolo, State of California, hereinafter referred to as **Premises**, as outlined on the map attached as **Exhibit "A"** and more particularly described on **Exhibit "A-1."** The Premises are a part of the real property under the jurisdiction of STATE commonly known as the Yolo Bypass Wildlife Area (**State Property**). **A maximum of approximately 5,541 non-contiguous acres within the Premises will be available for use by PERMITTEE annually during the Term. The actual areas of use within the Premises are subject to change based upon the habitat needs of the Premises and the State Property.** Additional information is provided in the Operations Plan attached as **Exhibit "B."** Upon written notice to PERMITTEE, STATE may relocate all or part of the Premises and change the size of the Premises, the size or location of areas of use within the Premises, the duration of grazing and/or the number of livestock required or permitted on the Premises as provided in Section 35(b).

**USE**

- PERMITTEE agrees to use the Premises only for the removal of excess vegetation by grazing of livestock or other means authorized by this Permit, including activities integral to such authorized use, and for no other purpose. PERMITTEE shall conduct its operations on the Premises only as defined in the Operations Plan attached as **Exhibit "B"** and consistent with the Land Management Plan for the State Property available from the STATE Representative identified in Section 15 or online at <http://www.dfg.ca.gov/lands/mgmtplans/ybwa/>. The Operations Plan supplements, but does not change, any of the provisions of this Permit.

PERMITTEE acknowledges that the State Property, including the Premises, is open to public use. Public uses of the Premises may include, without limitation, hunting, fishing, wildlife viewing, photography, education and research. STATE shall not be liable or responsible for any injury (including death) to persons, including PERMITTEE, its agents and employees, or damage to or loss of livestock, equipment or other property, including property of PERMITTEE and third parties, caused by any person on the Premises, including members of the public. PERMITTEE understands

that such possible injury, death, damage and loss are risks of using the Premises and hereby waives any and all claims, known and unknown, arising from such use.

PERMITTEE hereby knowingly and voluntarily waives any protection that it might have by virtue of Civil Code Section 1542, which provides as follows:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.**

**TERM**

3. (a) The term of this Permit (**Term**) shall be Five (5) years, commencing on March 1, 2015 or such later date as STATE delivers a fully executed copy of this Permit to PERMITTEE (**Commencement Date**), and terminating on February 28, 2020 (**Expiration Date**), with such rights of termination as are set forth in this Permit.

(b) STATE shall have the right to delay the Commencement Date if STATE determines that the condition of the State Property or the Premises warrants such a delay. STATE shall notify PERMITTEE of any such delay in the Commencement Date prior to the Commencement Date established in Section 3(a). State shall not be liable to PERMITTEE for any loss or damage resulting from such delay, nor shall it affect the validity of this Permit or change the Expiration Date. However, PERMITTEE shall not be obligated to pay the permit fee or perform its other obligations during the period of delay. If the delay continues for more than forty-five (45) days after the Commencement Date established in Section 3(a), then PERMITTEE may cancel this Permit by giving written notice to STATE within ten (10) days after the end of the forty-five (45)-day period. If PERMITTEE gives timely written notice of cancellation to STATE, then the parties shall be discharged from all obligations under this Permit. If the Commencement Date is delayed or this Permit is cancelled pursuant to this Section 3 (b), then STATE shall credit any prepaid unearned permit fee to the next permit fee payment then due from PERMITTEE or return any prepaid unearned permit fee to PERMITTEE.

**EARLY TERMINATION**

4. STATE may terminate this Permit, in whole or in part, at any time by giving written notice to PERMITTEE at least ninety (90) days prior to the date when such termination shall become effective. Upon termination of this Permit, PERMITTEE shall surrender the Premises according to the requirements of Section 9 and STATE shall reimburse PERMITTEE for any unearned portion of any prepaid permit fee.

**PERMIT FEE**

5. PERMITTEE shall pay STATE a permit fee of \_\_\_\_\_ DOLLARS per year, which is equivalent to [the bid amounts per acre per year] times [5541.2 acres]. If the Commencement Date is delayed pursuant to Section 3 (b), then STATE will adjust the permit fee for the first year of the Term based upon the number of days of delay.

The permit fee shall be due and payable in semi-annual installments, in advance, without demand, offset or deduction in lawful United States funds. The first installment, in the amount of one half of the annual permit fee, shall be payable on the Commencement Date and the second installment, in the amount of the balance of the annual permit fee, shall be payable September 1, 2015. Thereafter, one-half of the annual permit fee shall be payable on each anniversary of the Commencement Date and the balance of the annual permit fee shall be payable September 1.

**NO CREDIT AGAINST THE PERMIT FEE OR ANY OTHER SUMS PAYABLE UNDER THIS PERMIT SHALL BE PROVIDED TO PERMITTEE FOR ANY CONTRIBUTIONS (INCLUDING, WITHOUT LIMITATION, WORK DONE OR MATERIALS OR SUPPLIES FURNISHED) BY PERMITTEE.**

**Payments shall be addressed and submitted to:**

California Department of Fish and Wildlife  
Attn: Accounting Services Branch – Cash Receipts  
P.O. Box 944209  
Sacramento, CA 94244-2090

**With a copy to the STATE Representative identified in Section 15.**

PERMITTEE's payment shall display the STATE'S Permit number and the name of the State Property, as shown on Page 1 of this Permit, and shall not require receipt of an invoice prior to issuance of payment.

**UTILITIES/  
EXPENSES**

6. PERMITTEE agrees to pay the permit fee as herein provided and to pay any and all water, electric, gas and other utility fees (including stand-by fees), charges and assessments (including water assessments), mosquito abatement costs, and any other sums attributable to or payable in connection with PERMITTEE's use of the Premises during the Term of this Permit, as reasonably determined by STATE. The Operations Plan attached as Exhibit "B" identifies some, but not necessarily all, additional sums for which PERMITTEE is responsible under this Section 6. No utilities will be provided by STATE and STATE assumes no liability for the presence or absence of utilities. If utilities are present and separately metered, PERMITTEE will place utilities in PERMITTEE's name as of the Commencement Date. If utilities are present but not separately metered, PERMITTEE will pay his or her proportional share, as reasonably determined and directed by STATE.

**ACCESS**

7. STATE makes no representation or warranty regarding the existence of any ingress and egress rights to or from the Premises or the condition of any access that may exist.

**AS-IS CONDITION OF  
PREMISES**

8. PERMITTEE accepts the use of the Premises in its existing, "**AS-IS**" condition. STATE makes no representations, warranties or guarantees, express or implied, regarding the Premises, including without limitation, its fitness or suitability for PERMITTEE'S purposes; the condition or quality of soils; organic certification of any pasture; existence, ownership, adequacy or condition of fencing; or availability of water, feed, forage or electric power. PERMITTEE has visited and inspected the Premises and agrees that any acreage stated in this Permit or on the attached **Exhibits "A" and "A-1"** is only approximate and STATE does not warrant or guarantee the actual size of the Premises.

**SURRENDER**

9. On the last day of the Term, or sooner termination of this Permit, PERMITTEE shall surrender to STATE the Premises with any appurtenances or improvements thereon (except as otherwise provided in Section 38), in at least the same condition as when received, reasonable wear and tear and damage by acts of nature or the elements excepted.

**WATER**

10. PERMITTEE understands and agrees that STATE does not guarantee the availability of water to, or quality or quantity of any water that may be available on, the Premises. PERMITTEE will be responsible to confirm the availability of water if needed for PERMITTEE'S use. PERMITTEE may develop water on the Premises only with the

prior written approval of STATE, which STATE may withhold, and pursuant to all applicable Laws (as defined in Section 50).

**HOLDOVER**

11. Any holding over after the expiration of the Term or any extension thereof, with the consent of the STATE either expressed or implied, shall be deemed a tenancy only from month-to-month. Except for the Term, all of the provisions of this Permit shall apply to the month-to-month tenancy but at STATE's discretion the permit fee shall increase by ten (10%) percent over the last rate in effect, to be payable as provided in Section 5.

STATE offers and PERMITTEE accepts no assurance that the Premises or any other comparable property or facilities will be made available to PERMITTEE beyond the Term stated above or as the Term may be reduced as provided in this Permit.

**REGULATION BY STATE**

12. Activities under this Permit will be conducted only in a manner which will not interfere with the orderly operation and management of the State Property. In the event STATE determines that any operation or the conduct of any person under this Permit interferes with any STATE activity, PERMITTEE agrees to discontinue such operation or remove such person immediately after notice thereof.

**MAINTENANCE AND REPAIRS**

13. (a) PERMITTEE agrees to keep the Premises in good order and condition at PERMITTEE's sole cost and expense. Without limiting the preceding sentence, PERMITTEE agrees, at PERMITTEE's sole cost and expense, to repair and maintain in good operating condition any and all improvements on the Premises, including any fencing, watering facilities, equipment, pipes and pipelines, valves and valve boxes, wells, pumps, electrical panel(s), meter socket and wiring, buildings, roads or other improvements existing on the Premises or constructed upon the Premises by PERMITTEE. Some, but not all, of PERMITTEE's responsibilities for maintenance and repairs are further described in the Operations Plan attached as Exhibit "B."

(b) In no event shall STATE be required to perform any maintenance on or make any repairs, alterations or improvements to the Premises or any improvements thereon of any kind or nature whatsoever.

**PUBLIC WORKS**

14. PERMITTEE acknowledges that installation, maintenance and/or repair of improvements on the Premises, including but not limited to fencing, watering facilities, equipment, pipes and pipelines, valves and valve boxes, wells, pumps, electrical panel(s), meter socket and wiring, buildings, roads or other improvements, may be considered Public Works as defined in California Labor Code Section 1720 and/or Public Contract Code Section 1101. PERMITTEE assumes all responsibility to ensure that Public Works and Prevailing Wage requirements are followed. More information may be obtained through the California Department of Industrial Relations at [www.dir.ca.gov](http://www.dir.ca.gov).

**NOTICES**

15. All notices or other communications required or permitted under this Permit shall be in writing, and shall be personally delivered (including by means of professional messenger service) or sent by overnight courier or registered or certified United States mail, postage prepaid, return receipt requested to the addresses set forth below.

All such notices or other communications shall be deemed received upon the earlier of (a) if personally delivered or sent by overnight courier, the date of delivery to the address of the person to receive such notice, or (b) if mailed as provided above, on the date of receipt or rejection, if that date is Monday through Friday between 8:00 a.m. and 5:00 p.m. Pacific Time, so long as such day is not a State of California or federal holiday, and otherwise on the next business day.

The addresses for notice are as follows:

To PERMITTEE: [ \_\_\_\_\_ ]  
Attn: [ \_\_\_\_\_ ]  
[Address]  
[City], [State] [Zip Code]  
Telephone: (\_\_\_\_) \_\_\_\_-\_\_\_\_

With a copy to: [Name]  
[Address]  
[City], [State] [Zip Code]

To STATE: CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE  
[Region/Program]  
Attn:  
[Address]  
[City], CA [Zip Code]  
Telephone: (\_\_\_\_) \_\_\_\_-\_\_\_\_

With a copy to: [Name]  
[Address]  
[City], CA [Zip Code]

The "STATE Representative" for purposes of this Permit is: [Name, Title, Address and Telephone No.]

PERMITTEE is obligated to notice all STATE offices listed above and the failure to provide notice to all STATE offices will be deemed to constitute a lack of notice. The STATE Representative and the address(es) to which notices shall be given to either party may be changed by written notice given by the subject party to the other as provided in this section; but nothing herein contained shall preclude the giving of any such notice by personal service.

**ASSIGNMENT**

16. PERMITTEE shall not assign this Permit in any event or otherwise transfer the right to use the Premises or any part thereof and will not permit the use of the Premises by anyone other than the PERMITTEE, without the prior written consent of STATE.

**PARTNERSHIP DISCLAIMER**

17. PERMITTEE and any and all agents and employees of PERMITTEE shall act in an independent capacity and not as officers or employees of STATE. Nothing contained in this Permit shall be construed as constituting the parties as partners, joint venturers or any other relationship except that of landowner and permittee.

**RECOVERY OF LEGAL FEES**

18. If action is brought by STATE for the recovery of any permit fee or other payment due under the provisions of this Permit or for any breach or default hereof, or to restrain the breach of any agreement contained herein, or for the recovery of possession of the Premises, or to protect any rights given to STATE against PERMITTEE under this Permit, and if STATE shall prevail in such action, then PERMITTEE shall pay to STATE such amount in attorneys' fees in said action as the court shall determine to be reasonable, which shall be fixed by the court as part of the costs of said action.

**HOLD HARMLESS**

19. (a) This Permit is made upon the express condition that STATE is to be free from all liability and claims for damages by reason of any injury (including death) to any person or persons, including PERMITTEE, or damage to or loss of property of any kind whatsoever and to whomsoever belonging, including PERMITTEE, from any cause or causes whatsoever while in, upon, or in any way connected with the Premises during the Term of this Permit or any occupancy hereunder, except those arising out of the gross negligence or willful misconduct of STATE. PERMITTEE shall

report all injuries and losses to STATE immediately upon discovery.

(b) PERMITTEE agrees to defend, indemnify and hold harmless STATE of and from any and all claims, liabilities, losses, costs, expenses, damages or obligations on account of or arising out of any such injury, damage or loss, however occurring. The obligations of PERMITTEE under this Section 19 shall survive the expiration or termination of this Permit.

**DEFAULT**

- 20.** PERMITTEE shall pay permit fees and other sums payable to STATE as and when due, without demand, deduction, default or delay. Permit fees and other sums not paid when due shall bear interest from the date due until paid at the highest rate allowed by law. In the event PERMITTEE fails to pay permit fees or other sums according to the requirements of this Permit, or in the event of a breach of any of the other terms, covenants or conditions herein contained on the part of PERMITTEE to be kept and performed, and if such default continues for a period of thirty (30) days after written notice from STATE to PERMITTEE of such default, STATE may terminate this Permit or exercise any other remedies available to STATE at law or in equity.

In the event of termination of this Permit, it shall be lawful for STATE to enter the Premises and every part thereof and remove and store at PERMITTEE's expense all property therefrom. In the event STATE terminates this Permit pursuant to this section, STATE shall not be required to pay PERMITTEE any sum or sums whatsoever.

**INSURANCE**

- 21.** PERMITTEE shall maintain in effect throughout the Term insurance that meets the requirements of this Section 21. PERMITTEE shall furnish STATE certificates of insurance and endorsements with the STATE's Permit Number (P2014301) indicated on the face of the certificate, issued to STATE with evidence of insurance as follows:

**COMMERCIAL GENERAL LIABILITY**

**INSURANCE (CONT)**

PERMITTEE shall maintain Commercial General Liability insurance with limits of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) per occurrence and THREE MILLION AND NO/100 DOLLARS (\$3,000,000.00) aggregate, as well as Fire Legal Liability of not less than THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00).

The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under this Permit as an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the limits of liability of the policy.

The policy must include State of California, Department of Fish and Wildlife, and its officers, agents, and employees as additional insureds by endorsement, but only insofar as the operations under this Permit are concerned.

**AUTOMOBILE LIABILITY**

PERMITTEE shall maintain motor vehicle liability with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per accident. The policy must include the State of California, Department of Fish and Wildlife, and its officers, agents, and employees as additional insureds by endorsement with respect to liability arising out of all vehicles owned, hired and non-owned.

**WORKERS' COMPENSATION**

PERMITTEE shall maintain statutory workers' compensation and employer's liability coverage for all its employees who will be engaged in the performance of activities under this Permit, including special coverage extensions where applicable. Employer's liability limits of ONE MILLION DOLLARS (\$1,000,000.00) shall be required, and the policy shall include a waiver of subrogation in favor of STATE.

### **GENERAL REQUIREMENTS**

PERMITTEE shall ensure that each policy of insurance meets the following general requirements:

- (a) Insurance Companies must be rated at least A--/FSC Class VII by A.M. Best Company.
- (b) PERMITTEE shall provide STATE with true copies of the policies and certificates of all required insurance satisfactory to STATE upon execution of this Permit and within thirty (30) days after each insurance policy renewal.
- (c) Coverage must be in force for the complete Term of this Permit. If an insurance policy expires or is non-renewed during the Term, then STATE must receive true copies of new policies and new certificates of insurance within ten (10) days following the expiration date of the existing policy. This new insurance must still meet the original requirements of this Permit.
- (d) Insurance policies shall contain a provision that coverage will not be cancelled, non-renewed or materially modified without at least thirty (30) days prior written notice to STATE.
- (e) PERMITTEE shall provide STATE a copy of any notice of cancellation, material modification or non-renewal of insurance within five (5) business days following receipt.
- (f) PERMITTEE is responsible for any deductible or self-insured retention contained within the insurance program.
- (g) In the event PERMITTEE fails to keep in effect at all times the specified insurance coverage, STATE may, in addition to any other remedies it may have, terminate this Permit upon the occurrence of such event, subject to the provisions of this Permit.
- (h) Any insurance PERMITTEE is required to carry shall be primary, and not excess, to any insurance carried by the STATE, as it relates to the Premises and PERMITTEE's operations.
- (i) STATE shall not be liable for the payment of any premiums or assessments on the required insurance coverage.

#### **FIRE AND CASUALTY DAMAGES**

- 22.** STATE will not keep the Premises or any improvements which are constructed or installed by PERMITTEE insured against fire or casualty, and PERMITTEE will make no claim of any nature against STATE by reason of any damage to the business or property of PERMITTEE or any third party in the event of damage or destruction by fire or other cause, arising other than from or out of the gross negligence or willful misconduct of employees of STATE in the course of their employment.

#### **NON-DISCRIMINATION**

- 23.** In the performance of this Permit, PERMITTEE shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment in accordance with any State, Federal or local laws.

PERMITTEE shall insure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment.

Such action shall include, but not be limited to, the following: employment,

upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

PERMITTEE shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f), *et seq.*) and the applicable regulations promulgated thereunder (Title 2 Cal. Code Regs. Section 7285, *et seq.*) The applicable regulations of the Fair Employment and Housing Council implementing Government Code Section 12990 (a-f), *et seq.*, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Permit by reference and made a part hereof as if set forth in full.

PERMITTEE shall give written notice of its obligations under this non-discrimination clause to any labor organizations with which PERMITTEE has a collective bargaining or other agreement.

Further, PERMITTEE shall post in conspicuous places available to employees and applicants for employment, all mandated notices/posters available through the California Department of Fair Employment and Housing. (Government Code Sections 12920-12994).

#### REMEDIES FOR WILLFUL VIOLATIONS:

(a) STATE may determine a willful violation of the Fair Employment Practices Act to have occurred upon the receipt of a final judgment having that effect from a court in an action to which PERMITTEE was a party, or upon receipt of a written notice from the Fair Employment Practices Council that it has investigated and determined that PERMITTEE has violated the Fair Employment Practices Act and has issued an order pursuant to the appropriate provisions of the Government Code.

(b) In case of a willful violation of the Fair Employment Practices Act, STATE shall have the right to terminate this Permit and any loss or damage sustained by STATE by reason thereof shall be borne and paid for by PERMITTEE. The obligations of PERMITTEE under this Section 23 shall survive the expiration or termination of this Permit.

#### COMPLIANCE WITH LAWS

24. PERMITTEE shall, at its sole cost and expense, comply with all Laws (as defined in Section 50) now in force, or which may hereafter be in force pertaining to PERMITTEE, the Premises or any activity on or use of the Premises under this Permit.

#### HAZARDOUS SUBSTANCES

25. (a) The term "**Hazardous Substance**" as used in this Permit shall mean any product, substance or waste whose presence, use, manufacture, disposal, transportation or release, either by itself or in combination with other materials on the Premises, is: (i) potentially injurious to public health, safety or welfare, the environment or the Premises, (ii) regulated or monitored by any governmental authority, or (iii) a basis for potential liability of STATE to any governmental authority or third party under any applicable statute or common law theory. Hazardous Substances shall include, without limitation, hydrocarbons, petroleum, gasoline and/or crude oil or any products, by-products or fractions thereof.

(b) PERMITTEE shall not possess, generate, store, use, transport, or dispose of any Hazardous Substance in, on, under or from the Premises without the prior written consent of STATE. If PERMITTEE obtains such consent, PERMITTEE agrees to comply with all applicable Laws pertaining to the Hazardous Substance (**Environmental Laws**). PERMITTEE shall not cause or permit any Hazardous Substance to be spilled or released in, on, under or about the Premises and shall promptly, at PERMITTEE's expense, comply with all Environmental Laws and take all

investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination, and for the maintenance, security and/or monitoring, of the Premises or neighboring properties that was caused or materially contributed to by PERMITTEE, or pertaining to or involving any Hazardous Substance brought onto the Premises during the Term of this Permit, by or for PERMITTEE or any third party other than STATE.

(c) If PERMITTEE knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by STATE, PERMITTEE shall immediately give written notice of that fact to STATE and provide STATE with a copy of any report, notice, claim or other documentation which PERMITTEE has concerning the presence of such Hazardous Substance.

(d) PERMITTEE shall indemnify and hold harmless STATE and its officers, directors, employees, agents and representatives from and against any and all claims, liabilities, judgments, losses, costs, fines, penalties, damages and expenses (including attorneys' and consultants' fees) arising out of or involving any Hazardous Substance brought onto the Premises by or for PERMITTEE or any third party other than STATE (except for underground migration of Hazardous Substances not caused or contributed to by PERMITTEE). PERMITTEE's obligations shall include, without limitation, the effects of any contamination or injury to person, property or the environment created or suffered by PERMITTEE and the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Permit.

(e) If PERMITTEE is required to prepare a Business Plan, as specified by Health and Safety Code Section 25500, *et seq.*, or a Hazardous Waste Contingency Plan, as specified in Title 22 Cal. Code Regs. Section 66264.51, *et seq.*, then PERMITTEE shall first submit a copy of the plan to STATE.

(f) If PERMITTEE or any agent, employee, contractor or invitee of PERMITTEE generates any regulated hazardous waste on the Premises, PERMITTEE agrees to dispose of such waste in accordance with all applicable Laws and requirements. Copies of all hazardous waste manifests or disposal certificates shall be submitted to the STATE.

(g) Without limiting any other provision of this Permit, storage of Hazardous Substances shall comply with Title 22 Cal. Code Regs. Section 66264.1, *et seq.* and all applicable fire regulations. PERMITTEE shall not apply to become a "permitted" hazardous waste storage facility.

**(h) STATE reserves the right to inspect, or have its representatives inspect, all areas of the Premises for the purpose of determining compliance with the requirements of this Section 25.**

(i) At the request of STATE, PERMITTEE shall provide copies of Material Safety Data Sheets (MSDS) for all Hazardous Substances on the Premises.

(j) Termination of this Permit by either party or abandonment or vacation of the Premises by PERMITTEE shall not relieve PERMITTEE of its obligations under this Section 25, unless otherwise specifically so agreed by STATE in writing.

(k) In the event a government order is issued naming PERMITTEE, or PERMITTEE incurs any liability during or after the Term of this Permit, in connection with any Hazardous Substance contamination which pre-existed PERMITTEE's use of the Premises, then upon presentation to STATE of proof that the condition pre-existed

PERMITTEE's use of the Premises, as between PERMITTEE and STATE, STATE shall be responsible for such contamination. PERMITTEE shall have the burden of proof that the condition pre-existed PERMITTEE's use of the Premises.

(I) Where PERMITTEE is found to be in breach of any provision of this Section 25 due to the issuance of a government order directing the PERMITTEE to cease and desist any illegal action in connection with a Hazardous Substance, or to investigate, remove, remediate or abate any contamination caused or contributed to by PERMITTEE or any third party other than STATE, PERMITTEE shall be fully and solely responsible for all costs and expenses of complying with such order, including any and all expenses imposed on or incurred by STATE in connection with or in response to such government order.

**DEBT LIABILITY  
DISCLAIMER**

26. STATE will not be liable for any debts or claims that arise from the operation of this Permit.

**TAXES /  
ASSESSMENTS**

27. PERMITTEE agrees to pay all lawful taxes, assessments (general and special, ordinary and extraordinary), fees or charges which at any time may be levied upon any interest in this Permit or any possessory right which PERMITTEE may have in or to the Premises.

PERMITTEE further agrees to pay all lawful taxes on improvements, assessments, and charges on goods, merchandise, fixtures, appliances, equipment and property owned by PERMITTEE in or about the Premises.

Should PERMITTEE be assessed by any jurisdiction claiming an assessment right, PERMITTEE shall immediately contact the STATE Representative by telephone at the number referenced in Section 15 of this Permit, and shall also provide a written copy of all assessment notices and/or claims to STATE.

The interest of PERMITTEE created by this Permit may be subject to property taxation and PERMITTEE may be subject to the payment of property taxes levied on such interest. PERMITTEE agrees to pay any possessory interest tax or any other tax levied on PERMITTEE'S interest and to indemnify and hold STATE harmless of and from any damage or loss arising by reason of any such tax or Revenue and Taxation Code Section 107.6.

**PROTECTION OF  
PREMISES**

28. (a) No dumping of refuse or removal of humus, soil, sand, gravel or rock by PERMITTEE or any third party is permitted in any area of the Premises. PERMITTEE agrees not to cut, damage or remove, or allow any other person to cut, damage or remove any trees, shrubs, vines, plants, wood or brush on the Premises unless approved in writing by STATE. PERMITTEE shall at all times exercise due diligence in the protection of the Premises against damage or destruction by fire or other cause.

(b) PERMITTEE shall operate the Premises during the Term in accordance with **Exhibit "B"** and generally accepted and recommended grazing and haying practices and procedures. PERMITTEE agrees that any damage to the Premises, including without limitation any equipment, pipelines, pumps, ditches, bridges or culverts upon said lands, by PERMITTEE, any of PERMITTEE's agents, employees, contractors or invitees, or any livestock brought or kept on the Premises, shall be repaired at PERMITTEE's own cost and expense.

**NO REMOVAL OF  
STATE EQUIPMENT**

29. PERMITTEE shall not remove any fixtures, machinery, equipment or other property of STATE from the Premises.

**WEEDS; DISEASE**

30. All materials, equipment and supplies brought on the Premises shall be free from

- FREE** weeds and disease. No weed burning operations are permitted on the Premises unless approved in writing by STATE and carried out as provided in Section 41.
- FACILITY RULES AND REGULATIONS** 31. PERMITTEE shall comply with all rules and regulations applicable to the State Property of which the Premises are a part, as set forth in Division 1 of Title 14 of the California Code of Regulations. No prohibited or illegal article or material shall be brought on the Premises.
- LIVESTOCK; ANIMAL HUSBANDRY** 32. (a) All livestock brought or kept on the Premises shall be free from disease. Unless STATE authorizes or requests PERMITTEE to bury or otherwise dispose of remains on the Premises, PERMITTEE agrees to immediately remove any livestock which may die or be killed on the Premises.
- (b) PERMITTEE shall follow good grazing and animal husbandry practices to prevent overgrazing. STATE may at any time make an independent analysis as to whether an overgrazed condition exists. Such analysis will indicate overgrazed conditions and may include a determination of forage levels, at various times, during the grazing period. STATE shall have the right, upon reasonable written notice to PERMITTEE, to require PERMITTEE to move livestock from any area within the Premises where an overgrazing situation may exist for a period of time consistent with the STATE's analysis. If authorized by STATE, supplemental feeding may be implemented. If supplemental feeding is used, the feed shall be certified weed-free. Distribution of any supplemental feed will be such that livestock are not concentrated so as to damage vegetation or soil.
- ALTERATIONS** 33. (a) No alterations, additions, improvements, changes or modifications to the Premises, other than routine repairs, are to be made without the prior written approval of STATE.
- (b) All work done by PERMITTEE on the Premises shall be done in a good and workmanlike manner and in conformity with all applicable Laws, including without limitation the Public Works and Prevailing Wage requirements identified in Section 14 if applicable. PERMITTEE shall keep the Premises free from any and all liens and charges on account of labor or materials furnished to or at the request of PERMITTEE at or for use on the Premises.
- RIGHT TO ENTER** 34. During continuance in force of this Permit, there shall be and is hereby expressly reserved to STATE and to any of its agencies, contractors, agents, officers, employees, representatives or licensees, the right at any and all times, and any and all places, to temporarily enter upon the Premises for monitoring, survey, inspection, or any other lawful STATE purposes.
- RELOCATION** 35. (a) PERMITTEE acknowledges and agrees that in the event STATE terminates this Permit pursuant to its terms, PERMITTEE shall have no claim against the STATE for Relocation Payments, Relocation Advisory Assistance, or costs pursuant to Government Code Section 7260, *et seq.*, or any regulations implementing or interpreting such sections. PERMITTEE further agrees that it shall have no claim in either law or equity against STATE for damages or other relief should this Permit be terminated, and PERMITTEE hereby waives any and all such claims that it may have.
- (b) Should STATE determine during the Term that conditions warrant a change in location of the Premises; an increase or decrease in the size of the Premises, the number of livestock required or permitted on the Premises, or the duration of the grazing period; a change in the size or location of areas of use within the Premises; or that the Premises will interfere with planned operations or construction of STATE facilities, then STATE shall have the right, upon not less than ten (10) days' prior written notice to PERMITTEE, to do any or all of the following: relocate all or a

portion of the Premises as defined in this Permit; change the size of the Premises, the number of livestock required or permitted on the Premises (within the limits provided for in the Operations Plan attached as Exhibit "B"), and the duration of grazing as set forth in this Permit; and change the sizes and locations of areas of use within the Premises. If the size of the Premises or the total acreage available for use by PERMITTEE is changed, then STATE will adjust the permit fee during the period of such change to a sum computed in proportion to the change in acreage. If the permit fee is reduced as provided in this Section 35(b), then STATE shall credit any prepaid unearned permit fee to the next permit fee payment then due from PERMITTEE or return any prepaid unearned permit fee to PERMITTEE. If the permit fee is increased as provided in this Section 35(b), then any unpaid permit fee attributable to such increase shall be due and payable thirty (30) days after STATE notifies PERMITTEE of the amount of the increase".

PERMITTEE shall reasonably coordinate with STATE in connection with the relocation of the Premises to a new location within property of STATE and any other change(s) pursuant to this Section 35(b).

**FAILURE TO  
PERFORM**

36. In the event of the failure, neglect, or refusal of PERMITTEE to do or perform any act or thing in this Permit (including its Exhibits) provided to be done or performed by PERMITTEE, STATE shall, at its option, have the right to do and perform the same, and PERMITTEE hereby covenants and agrees to pay STATE the costs and expenses thereof on demand, together with interest on such sums at the highest rate allowed by law from the date of demand until paid in full.

**MINERAL RIGHTS**

37. PERMITTEE agrees not to interfere in any way with the interests of any person or persons that may presently, or in the future, hold any right, title or interest in or to oil, gas, oil shale, coal, phosphate, sodium, gold, silver or any other mineral deposits in, upon or under the Premises; nor shall PERMITTEE in any way interfere with the rights of ingress and egress of said interest holders. Access rights to prospect for, mine or remove minerals shall be designated at specific location(s) as reasonably agreed upon by STATE, PERMITTEE and the interest holder(s), with the intent of causing the minimum amount of disruption to PERMITTEE's use of Premises.

**DISPOSITION OF  
PERMITTEE'S  
IMPROVEMENTS**

38. During the Term of this Permit, ownership of any structures and/or improvements constructed on the Premises by PERMITTEE shall be vested in PERMITTEE. Any such construction is subject to the requirements of Section 33. At the expiration or termination of this Permit, all structures and/or improvements constructed on the Premises by PERMITTEE shall vest in STATE, unless STATE elects to require PERMITTEE to remove them. PERMITTEE shall deliver said structures and/or improvements to STATE in good condition and repair, reasonable wear and tear excepted, without compensation to PERMITTEE or any third party, free and clear of all claims to or against them or the Premises. PERMITTEE shall indemnify, defend and hold STATE harmless from all liabilities, losses, costs, damages or expenses arising from such claims or from the exercise by STATE of its rights under this section.

Equipment and other property placed in, upon, or under the Premises or its appurtenances by PERMITTEE shall remain the property of PERMITTEE and shall be removed by PERMITTEE, at its sole cost and expense, upon the expiration or termination of this Permit. Should PERMITTEE fail to do so by the date of such expiration or termination, STATE may remove and store such property at the risk of PERMITTEE, and all costs and expenses of such removal and storage shall be paid by PERMITTEE on demand, together with interest at the highest rate allowed by law from the date of demand until paid in full; provided, however, upon expiration or termination of this Permit, PERMITTEE may, with the written consent of STATE, abandon in place any and all of said equipment, whereupon title to said equipment as

abandoned by PERMITTEE shall vest in STATE.

If STATE so elects, PERMITTEE at its cost shall remove any structures and/or improvements constructed by PERMITTEE and restore the Premises to the condition that existed as of the Commencement Date. Such removal and restoration shall be completed by the end of the Term, or within sixty (60) days after notice of election is given, whichever is later. Should PERMITTEE fail to do so, STATE may remove the same at the cost and expense of PERMITTEE, which shall be payable upon demand by STATE, together with interest at the highest rate allowed by law from the date of demand until paid in full.

The obligations of Permittee under this Section 38 shall survive the expiration or termination of this Permit.

**EASEMENTS AND  
RIGHT OF WAY**

- 39.** This Permit is subject to all existing easements and rights of way. STATE reserves the right to grant additional easements as STATE determines may be necessary or appropriate and PERMITTEE hereby consents to the granting of any such easement. STATE will use reasonable efforts to require the easement grantee to reimburse PERMITTEE for any damage caused by any construction work on the Premises.

**WASTE/  
NUISANCE**

- 40.** PERMITTEE shall not use the Premises or permit any other person to use the Premises or any part thereof, nor allow any person access to the Premises, for any use which constitutes waste, nuisance, or an unreasonable annoyance to STATE. PERMITTEE shall, at all times during the Term, at its sole cost, do all things necessary to maintain the Premises in a clean and sanitary manner and will not use, or permit any other persons to use the Premises for disposal or storage of any hazardous or noxious products, except as may otherwise be approved in writing by the STATE.

**BURNING  
PROHIBITION**

- 41.** No burning is allowed on the Premises without prior written consent of STATE. PERMITTEE shall carry out any burning operations on the Premises pursuant to the Operations Plan and all applicable Laws and at PERMITTEE's own cost and expense. PERMITTEE shall reimburse STATE all firefighting costs incurred by STATE for extinguishing any fire resulting from any use of the Premises under this Permit.

**SIGNS**

- 42.** No signs are to be placed or installed on the Premises without the prior written approval of STATE, including as to placement, size, color, and wording. STATE shall not unreasonably withhold approval of one sign identifying PERMITTEE near the entrance of the Premises. PERMITTEE shall obtain any and all permits and approvals as may be required for PERMITTEE to place any sign on the Premises.

**FENCING**

- 43.** PERMITTEE shall, at its sole cost and expense and subject to the prior written approval of STATE, provide and maintain in good condition and repair at all times, necessary boundary fences to control ingress and egress of livestock and prevent trespass on or from the Premises. STATE does not warrant the existence of required fences in and around the Premises. Such fences, corrals, and cross fences that are now installed may not be the property of STATE and STATE does not warrant their ownership, condition or availability for PERMITTEE's use. PERMITTEE may, with prior written approval of STATE, at PERMITTEE's sole cost and expense, provide other fencing not inconsistent with STATE's use of the Premises and State Property. Such other fences so installed by PERMITTEE shall remain the property of PERMITTEE and shall be removed by PERMITTEE upon the expiration or termination of this Permit, except that with the prior written approval of STATE such fences may remain in place and shall become the property of STATE upon expiration or termination of this Permit.

**RODENT/  
PREDATOR  
CONTROL  
PEST  
CONTROL**

44. PERMITTEE shall not implement any rodent or predator control activity on the Premises without the prior written approval of STATE.
45. (a) PERMITTEE shall at all times cooperate with the County Agricultural Commissioner and the State Department of Food and Agriculture relative to the prevention, control and eradication of any pest or disease which might do material damage to the Premises or other adjacent property.
- (b) Should PERMITTEE desire to use pesticides on the Premises, such use must comply with all applicable Laws, including those of the United States Environmental Protection Agency (EPA), California Department of Pesticide Regulation and county or counties in which the Premises is located. Prior approval for use of pesticides must also be received from STATE, as not all EPA-approved pesticides may be used on STATE property. For the purposes of this Permit, the definition of “**pesticide**” shall be the same as that found in California Food and Agricultural Code Section 12753, as that section may be amended or superseded. No aerial application of pesticides will be permitted unless specifically approved by STATE, in writing, prior to any application. PERMITTEE shall submit Form DFW-679 (available from the STATE Representative) to the STATE Representative by February 1st of each year in which PERMITTEE desires to use pesticides. STATE will consider requests from PERMITTEE for the allowance of emergency pesticide application unanticipated in the annual Form DFW-679. Should management of the Premises necessitate an emergency pesticide application deemed necessary by STATE, PERMITTEE shall submit to STATE additional Form DFW-679s, at least seven (7) days prior to the application of pesticides. STATE reserves the right to disapprove the use of any pesticide.
- (c) PERMITTEE shall obtain all local, state, or federal permits required, including restricted pesticide use permits, and comply with all conditions of those permits. PERMITTEE shall submit a copy of each permit to the STATE Representative promptly after PERMITTEE obtains it.

**WAIVER**

46. (a) The exercise by STATE of any right, option or privilege existing at law, in equity or by virtue of this Permit shall not preclude STATE from exercising any and all other such rights, options and privileges, and STATE’s failure to exercise any such right, option or privilege shall not be deemed a waiver thereof, nor shall it relieve PERMITTEE from its obligations to observe and perform each and every term, covenant, provision and condition on its part to be observed and performed pursuant to the provisions of this Permit or as required by law, nor shall it relieve PERMITTEE from damages and other remedies for its failure to perform or meet its obligations to STATE.
- (b) The waiver by STATE of any breach of any term, covenant, provision or condition of this Permit by PERMITTEE shall not be deemed to be a waiver of such term, covenant, provision or condition nor any subsequent breach of the same, or any other term, covenant, provision or condition of this Permit. The subsequent acceptance by STATE of payment or other performance required by this Permit shall not be deemed to be a waiver of any preceding breach by PERMITTEE of any term, covenant, provision, or condition of this Permit, regardless of STATE’s knowledge of such preceding breach at the time of its acceptance of such payment or performance.
- (c) Notwithstanding anything in this Section 46 to the contrary, STATE may waive any term, covenant, provision or condition of this Permit, or any known breach thereof, and STATE may waive any of its known rights, options or privileges; provided, however, such waiver must be express and not by implication and must also be in writing duly executed by STATE and delivered to PERMITTEE.

- SEVERABILITY** 47. If any term, covenant, condition or provision of this Permit or application thereof shall, to any extent, be invalid or unenforceable as determined by a court of competent jurisdiction, the remainder of this Permit shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.
- AUDIT** 48. PERMITTEE agrees that STATE, the Department of General Services, the Bureau of State Audits, or their designated representative(s) shall have the right to review and copy any records and supporting documentation pertaining to the performance of this Permit. PERMITTEE agrees to maintain such records for possible audit for a minimum of three (3) years after the expiration or termination of this Permit unless a longer period of records retention is stipulated. PERMITTEE agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, PERMITTEE agrees to include a similar right of STATE to audit records and interview staff in any subcontract related to performance of this Permit (Public Contract Code Section 10115 *et seq.*, Title 2 California Code of Regulations Section 1896). PERMITTEE shall comply with the above and be aware of the penalties for violations of fraud and for obstruction of investigation set forth in Public Contract Code Section 10115.10.
- UNDERSTANDING OF PERMIT** 49. This Permit, including its Exhibits, contains the entire understanding of the parties and the parties agree that there is no other written or oral understanding between the parties in respect to the Premises or this Permit.
- MISCELLANEOUS** 50. (a) Whenever words or provisions imposing an obligation or duty on either party are used herein, such words or provisions shall have the same force and effect as though phrased in the form of an express covenant.
- (b) The language in all parts of this Permit shall in all cases be construed simply and according to its fair meaning and not strictly for or against either of the parties.
- (c) PERMITTEE shall conduct the activities authorized by this Permit on and in connection with the Premises with due diligence and efficiency.
- (d) The term "**Laws**" as used in this Permit, shall mean all valid laws, statutes, ordinances, rules, orders and regulations promulgated or issued by federal, state, municipal, local and administrative authorities.
- AUTHORITY** 51. If PERMITTEE is a corporation, limited liability company or other entity, each individual executing the Permit on behalf of PERMITTEE represents and warrants that he/she is duly authorized to execute and deliver this Permit on behalf of PERMITTEE in accordance with a duly adopted resolution or other appropriate action of the Board of Directors or governing body of PERMITTEE, and that this Permit is binding upon PERMITTEE in accordance with its terms. PERMITTEE shall, concurrently with the execution of this Permit, deliver to STATE a certified copy of the resolution of the Board or other action authorizing the execution of this Permit.
- MUTUAL CONSENT** 52. Notwithstanding anything to the contrary in this Permit, the provisions of the Permit may be altered, changed, or amended only by mutual written consent of the parties hereto.
- COUNTERPARTS** 53. This Permit may be executed in separate counterparts, each of which when so executed shall be deemed to be an original. Such counterparts shall, together, constitute and be one and the same instrument.
- BINDING** 54. The terms of this Permit and covenants and agreements herein contained shall apply to and shall bind and inure to the benefit of the heirs, representatives, assigns and

successors in interest of the parties hereto, subject to the limitations on assignment and transfer in this Permit.

**SECTION  
HEADINGS**

**55.** All section headings contained in this Permit are for convenience of reference only and are not intended to define or limit the scope of any provision of this Permit.

**TIME OF ESSENCE**

**56.** Time is of the essence of each and all of the provisions, covenants and conditions of this Permit.

**EXHIBITS**

**57.** The following Exhibits are attached to and incorporated by reference in this Permit:

**Exhibit "A"** – Map Showing Premises

**Exhibit "A-1"** – Description of Premises

**Exhibit "B"** – Operations Plan

If there is any conflict between the provisions of this Permit and any Exhibit, the provisions of this Permit shall govern and control.

SAMPLE

**Attach Signature Page (Separate File)**

**Use DFW 587A for Permits that are exempt from DGS approval**

**Use DFW 587B for Permits that require DGS approval**

SAMPLE

**EXHIBIT "A"**

Map Showing Premises

*[Attach Map]*

SAMPLE

**EXHIBIT "A-1"**

Description of Premises

*[Attach Legal Description of Premises]*

SAMPLE

**EXHIBIT "B"**

Operations Plan

*[Attach Operations Plan]*

SAMPLE

STATE OF CALIFORNIA - DEPARTMENT OF FISH AND WILDLIFE  
**RESIDENTIAL RENTAL AGREEMENT**  
DFW 600 (New 7/1/14)

<p><u>AGREEMENT COVERING PREMISES LOCATED AT</u></p> <p><b>YOLO BYPASS WILDLIFE AREA</b> <b>32505 COUNTY ROAD 106, DIXON CA</b></p>
<p><u>AGENCY</u></p> <p><b>DEPARTMENT OF FISH AND WILDLIFE</b></p>
<p><u>TENANT</u></p> <p><b>[FULL NAME(S)]</b></p>

CDFW Rental Agreement No.: [REDACTED]

**THIS RESIDENTIAL RENTAL AGREEMENT (Rental Agreement)** is made as of [REDACTED], 20[REDACTED], by and between the State of California, acting by and through its Department of Fish and Wildlife, hereinafter referred to as **STATE**, and [REDACTED], hereinafter referred to as **TENANT**, in connection with the **Permit for Excess Vegetation Control** between STATE and [REDACTED] as PERMITTEE, dated [REDACTED], 20[REDACTED]. The Master Agreement covers Premises within STATE's Yolo Bypass Wildlife Area in Yolo County California (**State Property**). Initial-capitalized terms used in this Rental Agreement and not otherwise defined shall have the meaning given in the Master Agreement.

STATE and TENANT hereby agree as follows:

- 1. Identification of Residence.** STATE hereby rents to TENANT, and TENANT hereby rents from STATE, the single-family residence described as Residence No. 1, 32505 County Road 106, Dixon CA 95620. The plot plan attached as Attachment "1" shows the boundaries of the residence, including any associated garage, outbuilding(s), and yard or other grounds, all of which are hereinafter together referred to as the **RESIDENCE**.
- 2. Authorized Occupants.** The RESIDENCE is for the sole use as a personal residence by the following named adult persons only (list full names): [REDACTED] and their minor children. Each of these individuals is an **Authorized Occupant** and together they are the **Authorized Occupants** of the RESIDENCE. The maximum occupancy of the RESIDENCE shall not exceed a total of [REDACTED] persons at any one time.
- 3. Employment as Condition of Occupancy.** TENANT acknowledges that TENANT's occupancy of the RESIDENCE, and that of the other Authorized Occupants, is only for the term of employment of (insert name) [REDACTED] (**EMPLOYEE**) with PERMITTEE at the Premises (defined in the Master Agreement) while the Master Agreement is in effect. TENANT agrees that this Rental Agreement shall terminate on the same date that EMPLOYEE's employment with PERMITTEE at the Premises ends (including as a result of termination of the Master Agreement), and that no notice of termination of this Rental Agreement shall be required.

4. Included Personal Property. The RESIDENCE includes the following personal property of STATE: **N/A (Included Personal Property)**. The Included Personal Property, if any, is provided without warranty and STATE will not maintain, repair or replace any such property. TENANT is responsible for maintaining the Included Personal Property as provided in Section 11 of this Rental Agreement.
5. Month-to-Month Tenancy. The Authorized Occupants may occupy the RESIDENCE beginning on full execution of this Rental Agreement (but in no event sooner than March 1, 2015 (**Commencement Date**) and continuing thereafter from month-to-month. Such occupancy shall terminate on the **Termination Date**, which shall be the earlier of the date: (a) the Master Agreement expires or is terminated; (b) of termination of EMPLOYEE's employment with PERMITTEE at the Premises; or (c) notice of termination is given by STATE according to Section 20 or 24 of this Rental Agreement. The Authorized Occupants shall vacate the RESIDENCE on the Termination Date and surrender it according to Section 26 of this Rental Agreement.
6. Use. The RESIDENCE shall be used only as the personal residence of TENANT and the other Authorized Occupants, and for no other purpose. Occupancy by individual guests for more than 14 days in any 6 month period without the written consent of STATE is prohibited and will be considered a breach of this Rental Agreement.

Nothing in this Rental Agreement authorizes any person, including TENANT or any other Authorized Occupant, guest or invitee, to conduct private residential activities outside the boundaries of the RESIDENCE, as shown on Attachment "1"; to occupy any motorhome, trailer or other vehicle within the boundaries of the RESIDENCE for more than 14 days in any 6 month period; or to enter any other non-public or closed area on the State Property.

7. Rent. TENANT shall pay STATE rent in the amount of Seven-Hundred and 00/100 Dollars (\$700.00) per month. Rent shall be due and payable monthly on the first day of each month, in advance and without demand, offset or deduction, in lawful United States funds. Rent for any partial month shall be prorated based upon a 30-day month. Rent not received by the due date shall be delinquent.

Rent and any other sums payable under this Rental Agreement shall be paid by personal check, cashier's check or money order to "California Department of Fish and Wildlife." TENANT's payment shall display the STATE's Rental Agreement number and the name of the State Property, as shown on Page 1 of this Rental Agreement, and shall not require receipt of an invoice prior to issuance of payment.

Payments shall be addressed and submitted to:

California Department of Fish and Wildlife  
Attn: Accounting Services Branch – Cash Receipts  
P.O. Box 944209  
Sacramento, CA 94244-2090

With a copy of the check or money order to the STATE Representative identified in Section 28.

**No credit against the rent or any other sums payable under this Rental Agreement shall be provided to TENANT for any contributions (including, without limitation, work done or materials or supplies furnished) by TENANT.**

TENANT acknowledges that either late payment or a returned check may cause STATE to incur costs and expenses, the exact amounts of which are extremely difficult and impractical to determine. These charges may include, but are not limited to, processing, enforcement and accounting expenses. If any installment of rent or any other sum payable under this Rental Agreement is not received within 5 calendar days after the date due, or if a check is returned, Tenant shall pay STATE an additional sum of \$42.00 or 6% of the amount due as a late charge and \$30.00 as a non-sufficient funds (NSF) fee for the first returned check and \$35.00 as a NSF fee for each additional returned check, either or both of which shall be deemed additional rent.

STATE and TENANT agree that these charges represent a fair and reasonable estimate of the costs STATE may incur by reason of TENANT's late or NSF payment. Any late charge or NSF fee due shall be paid with the current installment of rent. STATE's acceptance of any late charge or NSF fee shall not constitute a waiver as to any default of TENANT, nor shall it be deemed an extension of the date payment is due or prevent STATE from exercising any other rights and remedies under this Rental Agreement and as provided by law.

8. Tax Liabilities. This Rental Agreement may create a possessory interest subject to property taxation and TENANT may be subject to the payment of property taxes levied on such interest. TENANT agrees to pay any possessory interest or other tax levied on such interest and to indemnify the State of California from any damage or loss arising by reason of such tax or Revenue and Taxation Code Section 107.6.
9. Utilities and Services. TENANT agrees to make all necessary arrangements and pay the utility company for all utilities and services to the RESIDENCE. If utilities are separately metered, TENANT will place utilities in TENANT's name as of the Commencement Date. If utilities are not separately metered, TENANT will pay TENANT's proportional share, as reasonably determined and directed by STATE. Payments to STATE for utilities and services shall be made as provided in Section 7 of this Rental Agreement.

STATE is only responsible for installing and maintaining one usable telephone jack and one telephone line to the RESIDENCE. Telephone service is not included and is the responsibility of TENANT. TENANT shall pay any cost for conversion from any current utility or service provider.

***[Insert paragraph describing any special considerations, requirements or circumstances applicable to utilities or services for the RESIDENCE, e.g., water, septic/well and associated use and maintenance requirements, lack of mail delivery, limited or no safety/emergency response, history of extended power outages, flooding, etc.]***

10. Condition of RESIDENCE. Before signing this Rental Agreement, TENANT has examined the RESIDENCE, the Included Personal Property, if any, and smoke/carbon monoxide detectors, and acknowledges that they are clean, safe and in operable condition and repair, except as noted. N/A.
11. Maintenance. TENANT shall properly use, operate and safeguard the RESIDENCE (including any garage, outbuilding(s), yard or other grounds), Included Personal Property (if any), and all doors, windows, mechanical, electrical, gas and plumbing systems and fixtures, and keep them and the RESIDENCE (interior and exterior) well ventilated and in a neat, clean and sanitary condition and good repair at all times. TENANT shall be responsible for checking and maintaining all smoke/carbon monoxide detectors and any additional telephone lines beyond the one line and one jack that STATE is responsible to provide and maintain.

Smoke/carbon monoxide detector testing and maintenance for which TENANT is responsible shall include, without limitation, all of the following: (a) performing the manufacturer's recommended tests to determine if the smoke and carbon monoxide detectors are operating properly at least once a month; (b) ensuring that the batteries are in operating condition at all times; (c) replacing the batteries as needed (at least annually and at any other times the unit indicates that power is low). If after replacing the batteries a smoke/carbon monoxide detector does not work properly, TENANT shall immediately notify STATE in writing.

TENANT shall immediately notify STATE of any malfunctions, defects, dangerous conditions, or pest infestation (e.g., rodents or insects) of which TENANT becomes aware. STATE shall not be responsible for the cost of any maintenance or repairs by TENANT. TENANT will reimburse STATE upon demand for the cost of any repairs to the RESIDENCE due to damage by TENANT, any other Authorized Occupant, guest or invitee. Unpaid sums shall bear interest at the highest rate allowed by law from the date of demand until paid in full.

12. Pets. Unless otherwise provided in California Civil Code Section 54.2, no animal or pet shall be kept in or about the RESIDENCE without the written consent of STATE.  
***[Optional: STATE consents to (specify number and type of pet allowed, e.g., one***

**dog and one cat**), so long as the pet(s) are vaccinated and licensed according to applicable law.] Pets will not be allowed to run free outside the boundaries of the RESIDENCE shown on Attachment "1" or in any unfenced area of the RESIDENCE, except in compliance with regulations applicable to the State Property of which the Residence is a part (as set forth in Division 1 of Title 14 of the California Code of Regulations). It is TENANT's responsibility to keep the RESIDENCE, including any garage, outbuilding(s), yard and other grounds, free of all pet waste.

13. Storage. TENANT shall not keep or allow to be kept any vehicle, vessel or trailer at the RESIDENCE, unless in an enclosed garage, without the written consent of STATE. **[Optional: STATE consents to outside parking of (specify number and type of item permitted, e.g., one passenger car or truck), which must be properly licensed and in operable condition.]** Vehicles leaking oil, gas or other fluids shall not be parked at the RESIDENCE. Mechanical work or storage of inoperable vehicles **[optional: for more than 14 days in any 6 month period]** is not permitted **[optional: without the written consent of STATE]**. All personal property will be stored out of sight of the public or other residents, except as STATE may authorize in writing after determining that the storage will not cause a negative visual impact.

TENANT shall not possess, use, store, generate or dispose of any flammable materials, explosives, hazardous or toxic substances, materials or wastes, or any other inherently dangerous materials in, on, about or from the RESIDENCE, except that TENANT may use and store in compliance with law reasonable quantities of such materials packaged and purchased for consumer use in containers not to exceed five gallons. TENANT shall not possess, use, store, generate or dispose of any illegal substance in, on, about or from the RESIDENCE.

14. Amenities. TENANT shall not place, store or install, or allow the placement, storage or installation of, any **[include any/all that are applicable; customize as appropriate: outdoor cooking facilities (except one portable barbecue of a reasonable size), pool, spa, hot tub, gazebo, play structure, slide, swing, trampoline, or other playground, recreational, fitness or other equipment]** in, on or about the RESIDENCE without the written consent of STATE. **[Optional: STATE consents to (specify number and type of item permitted)]**. TENANT accepts full responsibility for any injury, death, loss or damage to any person, including TENANT, other Authorized Occupants, guests and invitees, or property (including property of third parties), arising from or in connection with the placement, storage, installation or use of any amenities. STATE provides no insurance, and assumes no liability, for any such injury, death, loss or damage. TENANT shall remove all amenities from the RESIDENCE upon expiration or termination of this Rental Agreement according to the requirements of Section 26.

15. Alterations; Signs; Window Coverings. Except as provided by law, TENANT shall not make or allow to be made any alterations, additions or improvements to, in or about the RESIDENCE, including **[optional: exterior]** painting, wallpapering, adding or changing locks, installing lighting, antennae or satellite dishes, using screws, fastening devices,

large nails or adhesive devices, or placing signs, banners, displays or exhibits, without the written consent of STATE. STATE consents to the use of small picture hanging nails or removable adhesive picture hanging strips to hang pictures or other decorative items inside the RESIDENCE. STATE may require TENANT, at TENANT's cost, to remove any alterations, additions or improvements made in violation of this Section 15, as well as all pictures and other decorative items, and restore the RESIDENCE to its condition prior to such work. Window coverings shall be blinds, curtains or drapes. TENANT shall not use other items, such as towels, unfinished sheets, flags, tarps or foil, to cover windows or doors.

Alterations, additions or improvements made by or for TENANT or any other Authorized Occupant, with or without the written consent of STATE, shall become the property of STATE upon termination. TENANT shall pay STATE the cost to restore the RESIDENCE to the condition it was in prior to any alteration, addition or improvement not consented to by STATE. Such payment shall be due upon demand by STATE. Unpaid sums shall bear interest at the highest rate allowed by law from the date of demand until paid in full. The obligations of TENANT under this Section 15 shall survive the expiration or termination of this Rental Agreement.

16. Rules and Regulations; Smoking Prohibited. TENANT shall comply, and ensure that all other Authorized Occupants, guests and invitees comply, with all rules applicable to the State Property of which the RESIDENCE is a part, and all applicable regulations as set forth in Division 1 of Title 14 of the California Code of Regulations.

No smoking of any substance is allowed in or around the RESIDENCE. If smoking occurs, then TENANT is in breach of this Rental Agreement and STATE may require TENANT, Authorized Occupants, guests and all others to vacate and surrender the RESIDENCE. TENANT is responsible for any and all damage caused by smoking, including without limitation, stains, burns, odors and removal of debris.

17. Waste, Nuisance, Unlawful Activities Prohibited. TENANT shall not, and shall ensure that the other Authorized Occupants and guests do not, disturb, inconvenience, annoy, endanger or interfere with any other occupants of the State Property, neighbors, STATE employees or visitors; violate any law or ordinance or commit waste (severe property damage) or nuisance in or about the RESIDENCE or adjacent areas. The RESIDENCE shall not be used for any unlawful purpose, including without limitation, possessing, using, manufacturing, selling, storing or transporting illicit drugs or other contraband.

18. Entry. STATE or STATE's representative may enter the RESIDENCE at any time in an emergency, when necessary to protect STATE property, for routine inspection, to make repairs or improvements, or supply necessary or agreed services. Except in case of emergency or when necessary to protect STATE property, STATE shall give TENANT reasonable notice of intent to enter and shall enter only during regular business hours of Monday through Friday from 8:00 a.m. to 5:00 p.m. and Saturday from 10:00 a.m. to 1:00 p.m., or such other hours as STATE and TENANT may otherwise agree.

TENANT agrees that 24-hour written notice shall be reasonable and sufficient notice. No notice is required (a) in case of emergency, (b) when necessary to protect STATE property, (c) if TENANT is present and consents at the time of entry, or (d) if TENANT has abandoned or surrendered the RESIDENCE. No written notice is required if STATE and TENANT orally agree to an entry for agreed repairs, improvements or services, if the date and time of entry are within one week of the oral agreement.

19. Extended Absence. TENANT will notify STATE in advance if TENANT will be away from the RESIDENCE for more than fourteen (14) days. During such absence, STATE or STATE's representative may enter the RESIDENCE as reasonably necessary for inspection or to maintain or repair the RESIDENCE.

20. Termination. STATE may terminate this Rental Agreement upon the failure of TENANT, any other Authorized Occupant, guests or invitees to comply with any term of this Rental Agreement with appropriate notice to TENANT and procedures as required by law.

21. Assignment; Subletting. The RESIDENCE is only for the use of EMPLOYEE, adult members of EMPLOYEE's household, other Authorized Occupants and their guests. TENANT shall not sublet all or any part of the RESIDENCE, or assign or transfer this Rental Agreement or any interest in it. Any subletting, assignment or transfer shall be void and shall terminate this Rental Agreement.

22. Disclosures. STATE makes the following legally-required disclosures concerning the RESIDENCE [*include as many of the following as are applicable; delete disclosures that do not apply*]:

- a. Lead Warning Statement: Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention. In accordance with federal law, STATE gives and TENANT acknowledges receipt of the disclosures on the form attached as Exhibit [redacted] and a federally approved lead pamphlet [*Note to CDFW: go to <http://www2.epa.gov/lead/protect-your-family-lead-your-home-real-estate-disclosure>; download and print current version of lead pamphlet*].

23. Megan's Law Database Disclosure. Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an internet website maintained by the Department of Justice at [www.meganslaw.ca.gov](http://www.meganslaw.ca.gov). Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. STATE is not required to check this website. If TENANT wants further information, TENANT should obtain information directly from [www.meganslaw.ca.gov](http://www.meganslaw.ca.gov).

24. Damage to RESIDENCE. If the RESIDENCE is totally or partially damaged or destroyed by fire, flood, earthquake, accident or other casualty that makes the RESIDENCE either totally or partially uninhabitable, STATE may terminate this Rental Agreement as of the date of the casualty by giving written notice to TENANT.

If the RESIDENCE is totally or partially damaged or destroyed by TENANT, any Authorized Occupant, guest or invitee, TENANT shall be responsible for all losses, including without limitation the cost to repair, or remove and replace the damaged or destroyed RESIDENCE. TENANT will reimburse STATE upon demand for such losses and costs. Unpaid sums shall bear interest at the highest rate allowed by law from the date of demand until paid in full.

25. Insurance. TENANT accepts full responsibility for any loss or damage to personal property and vehicles belonging to TENANT, any Authorized Occupant, guest or invitee, caused by theft, vandalism, fire, flood, earthquake or any other cause. STATE provides no insurance, and assumes no liability, for any such loss or damage. **STATE recommends that TENANT obtain TENANT's own insurance (renter's insurance) from a recognized insurance firm to protect TENANT from any such loss or damage.**

26. Surrender. Upon the Termination Date, TENANT shall vacate and surrender the RESIDENCE to STATE, empty of all persons, personal property (other than any of STATE's Included Personal Property) and amenities, clean, free of debris, and in as good condition as existed on the Commencement Date, ordinary wear and tear excepted, return all keys to the RESIDENCE to the STATE Representative and give STATE written notice of TENANT's forwarding address.

TENANT has the right to request a pre-move out inspection of the RESIDENCE before the Termination Date. If TENANT requests such an inspection, TENANT shall be given an opportunity to remedy any identified deficiencies prior to termination at TENANT's expense, consistent with the requirements of this Rental Agreement.

27. Attorneys' Fees. In any action or proceeding arising out of or to enforce this Rental Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and court costs.

28. Notices. All notices or other communications required or permitted under this Rental Agreement shall be in writing, and shall be personally delivered (including by means of professional messenger service) or sent by overnight courier or registered or certified mail, postage prepaid, return receipt requested to the addresses set forth below.

All such notices or other communications shall be deemed received upon the earlier of (a) if personally delivered or sent by overnight courier, the date of delivery to the address of the person to receive such notice, or (b) if mailed as provided above, on the date of receipt or rejection, if that date is Monday through Friday between 8:00 a.m. and 5:00 p.m. Pacific Time, so long as such day is not a State of California or federal holiday, and otherwise on the next business day.

The addresses for notice are as follows:

To TENANT: [REDACTED]  
 [Address]  
 [City], [State] [Zip Code]  
 Telephone: (\_\_\_\_) \_\_\_\_-\_\_\_\_

To STATE: CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE  
 Bay Delta Region  
 Attn: Jeffrey Stoddard  
 45211 County Road 32B  
 Davis, CA 95618  
 Telephone: (530) 681 7134

*With a copy to:* Javier Gloria  
 7329 Silverado Trail  
 Napa, CA 94558

TENANT is obligated to notice all STATE offices listed above and the failure to provide notice to all STATE offices will be deemed to constitute a lack of notice. The address(es) to which notices shall be given to either party may be changed by written notice given by the subject party to the other as provided in this section; but nothing herein contained shall preclude the giving of any such notice by personal service.

The "**STATE Representative**" for purposes of this Rental Agreement is Jeffrey Stoddard, Site Manager, 45211 County Road 32B, Davis, CA 95618, (530) 757-2431

29. Waiver. No waiver shall be valid unless it is given in writing and signed by STATE. The waiver of any breach shall not be construed as a continuing waiver of the same or any subsequent breach.
30. Time of Essence; Entire Agreement; Interpretation. Time is of the essence of this Rental Agreement. All understandings of the parties regarding the RESIDENCE are incorporated in this Rental Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their agreement regarding the RESIDENCE and may not be contradicted by evidence of any prior or contemporaneous agreement. If any provision of this Rental Agreement is held to be invalid or unenforceable, the remaining provisions will nevertheless be given full force and effect. The headings of

this Rental Agreement shall have no effect upon the construction or interpretation of any of its provisions.

31. Changes. Neither this Rental Agreement nor any provision in it may be extended, amended, modified, altered or changed except in a writing signed by STATE and TENANT.
32. Effectiveness of Agreement; Termination. Nothing in Rental Agreement alters or limits the obligations or responsibilities of PERMITTEE to STATE under the Master Agreement. Upon expiration or termination of the Master Agreement, this Rental Agreement shall also terminate.
33. Joint and Individual Obligations. If TENANT is more than one person, each person shall be individually and completely responsible for the performance of all obligations of TENANT under this Rental Agreement, jointly with every other TENANT, and individually, whether or not in possession.
34. Exhibits. The following exhibits are attached to this Rental Agreement and incorporated herein by reference:

Attachment "1" – Plot Plan

[if applicable: Exhibit A – Inventory Checklist]

[if applicable: Exhibit B – Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards]

IN WITNESS WHEREOF, this Residential Rental Agreement has been executed by the parties hereto as of the date listed below.

**STATE OF CALIFORNIA  
DEPARTMENT OF FISH AND WILDLIFE**

**LESSEE:**  
[FULL NAME]

By: \_\_\_\_\_  
**KAREN EDGREN**  
Chief, Business Management Branch

By: \_\_\_\_\_  
Authorized Signer  
Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVAL RECOMMENDED:**  
STATE OWNED LEASING AND DEVELOPMENT

**APPROVAL:**  
DIRECTOR DEPARTMENT OF GENERAL SERVICE

By: \_\_\_\_\_  
**KIMBERLY TSUMURA**  
Real Estate Officer

By: \_\_\_\_\_  
**TONY PSIHOPAIDAS**  
Manager, State Owned Leasing and Development

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attachment "1"

(Plot Plan of Residence, including any outbuilding(s), yard or other grounds)



## Question and Answers for Bid #P2014301 - Yolo Bypass Wildlife Area Grazing Permit

### OVERALL BID QUESTIONS

**There are no questions associated with this bid.**

Question Deadline: Dec 10, 2014 5:00:00 PM PST