## **CALIFORNIA INVASIVE PLANT COUNCIL**

# **REQUEST FOR PROPOSALS:**

Primary Planning, Coordination, and Field Implementation Contractor for the San Francisco Estuary Invasive *Spartina* Project



## Proposal Submission Deadline: Monday, June 17, 2024, at 5:00pm

- Completed proposals should be submitted via email to <a href="RFP@cal-ipc.org">RFP@cal-ipc.org</a>
- Applicants will be notified by June 30, 2024
- If you have any questions, please email <a href="mailto:RFP@cal-ipc.org">RFP@cal-ipc.org</a>

#### PROJECT SCOPE

The San Francisco Estuary Invasive *Spartina* Project (ISP) is a collaborative regionwide effort that engages landowners and resource managers in all nine counties of the project area to eradicate four species of invasive cordgrass from the marshes and mudflats around San Francisco Bay. Invasive cordgrasses impact biodiversity, coastal processes, and wildlife habitat. The project is led by the California Invasive Plant Council (Cal-IPC, nonprofit lead), California State Coastal Conservancy (SCC, state project lead), and US Fish and Wildlife Service Don Edwards San Francisco Bay National Wildlife Refuge (USFWS, federal project lead). The work is implemented with a range of contractors for the different programmatic elements of the project. The program elements are: invasive *Spartina* monitoring; invasive *Spartina* treatment; revegetation; and California Ridgway's rail monitoring. The selected contractor will participate in the Project Management Team, coordinating with staff from Cal-IPC and SCC to plan, coordinate, and implement the ISP. For more information about the project, recent ISP updates can be found on Cal-IPC's website at <a href="https://www.cal-ipc.org/project/invasive-spartina-eradication">www.cal-ipc.org/project/invasive-spartina-eradication</a>. A project area map is attached at the end of this document.

Cal-IPC is seeking the services of a contractor to serve as the planning, coordination, and field implementation lead for the ISP. The contractor will assist Cal-IPC and SCC with removing invasive *Spartina* species from San Francisco Bay using an Integrated Pest Management approach that includes herbicide treatment. The contractor will plan all program activities in partnership with Cal-IPC and SCC and will implement all program activities in partnership with subcontractors and agencies providing portions of the field work.

A qualified contractor will have 10 or more years of experience managing a large, multifaceted restoration project or invasive species management project in tidal marshes, mudflats, and intertidal habitats. Project planning, coordination, and implementation requires a qualified contractor with strong knowledge and experience working in San Francisco Bay tidal and intertidal habitats and the related complexities with schedule planning driven by plant growing seasons, weather, tide windows, tidal marsh access, seasonal regulatory windows for sensitive species, and other factors that vary by landowner and geography.

The major program tasks are to:

- Prepare a project workplan, including field monitoring and treatment methods, GIS mapping, data collection and analysis, staffing, budget, site access, and schedule. Provide draft workplan Cal-IPC, SCC, USFWS for review, modification as needed, and approval.
- Assist SCC and USFWS with regulatory coordination and reporting for the project.
- Coordinate access to project areas by obtaining access permission from landowners, identifying the right tidal and weather conditions for access, and using the necessary methods and equipment to access tidal marshes for treatment and revegetation.
- Conduct detailed field monitoring for invasive Spartina and map the location of identified invasive Spartina plants into GIS.
- Conduct herbicide treatment of identified invasive Spartina plants. The contractor will
  coordinate, prepare, and oversee other Cal-IPC contractors, site partners, and interns for
  herbicide work in the field.

- Conduct endangered California Ridgway's rail surveys to comply with endangered species permitting requirements.
- Plan and implement native revegetation work at previously treated sites. The contractor will
  coordinate, prepare, and assist with management of additional Cal-IPC contractors who
  implement native plant propagation and installation in the field.
- Prepare clear and complete project reports for project partners and funders, including data and analysis summary, challenges and lessons learned, best practices, and summary of work completed and not completed.

The Scope of Work below provides more detail.

## **MINIMUM QUALIFICATIONS**

Applicants must have the following minimum qualifications:

- 1. Applicant has 10 or more years of experience managing a large, multifaceted restoration project or invasive species management project in tidal marsh and intertidal habitats.
- 2. Applicant has strong knowledge and experience using an Integrated Pest Management approach including herbicides.
- 3. Applicant has strong knowledge and experience working in San Francisco Bay tidal and intertidal habitats and the ability to identify plants and wildlife of these habitats.
- 4. Applicant has demonstrated experience writing clear and complete technical reports.
- 5. Applicant has demonstrated experience using and managing GIS mapping.
- 6. Applicant complies with Cal-IPC and funder insurance, work products, invoicing, and other contract requirements.
- 7. Applicant maintains at least two staff or contractors with current California licensure as qualified herbicide applicators.
- 8. Applicant maintains at least one staff or contractor that has appropriate federal and state permitting to monitor California Ridgway's rail.
- 9. Applicant is qualified to do business in the State of California.

#### **SCOPE OF WORK**

1. Project Planning and Coordination: The programmatic tasks described below require extensive planning, coordination, and management. The contractor will schedule all activities in the appropriate and permitted seasons, weather, and tide conditions; coordinate and oversee subcontractors who work together to implement treatment and revegetation; purchase and manage inventory of materials and equipment necessary to conduct the work; collect and verify data; manage historical data; prepare and file reports (listed in a table below); work in partnership with SCC and Cal-IPC to manage the project budget and deliverables.

- 2. Invasive Spartina Mapping: Mapping data is needed each year to document the success of the previous year's control work and to determine precise locations for the current year's invasive Spartina removal work and prevent re-infestations. A GIS program should be used with field-enabled devices so that data is kept up to date on a daily basis among multiple crews. Field crews need to visit approximately 222 sites spread across the 70,000-acre project area. Sites are difficult to access, requiring coordinated timing with tides and weather. Sites must be accessed with a combination of watercraft (kayak, whaler, and airboat), automobile, and on foot, carrying gear. The applicant must be able to provide staff that have the ability to identify San Francisco Bay tidal marsh plants and wildlife, specifically native and invasive Spartina plants and also endangered species and their nests.
- **3. Spartina** *Genetic Testing:* Hybrid *Spartina alterniflora* x *foliosa* plants have a wide range of phenotypes and in special cases may require genetic testing to determine whether given plants are hybrids or native *Spartina foliosa*. To carefully manage project resources, crews need to be able to determine whether a phenotype is cryptic enough to send to a subcontractor for genetic testing.
- 4. Invasive Spartina Treatment: Plan and implement annual treatment of invasive Spartina per permit conditions and requirements. Implement application of imazapyr with an aquatically approved surfactant per permit requirements and strict adherence to all conservation measures. Implement a portion of treatment work, and coordinate subcontractors and interns to safely implement treatment work at all sites, with a variety of methods depending on aquatic or terrestrial site access and equipment. Collect and analyze water quality data in compliance with project permits. Sites must be accessed with a combination of watercraft (kayak, whaler, and airboat), automobile, and on foot, carrying gear. The applicant must be able to provide staff that have the ability to identify San Francisco Bay tidal marsh wildlife, specifically endangered species and their nests.
- 5. Native Plant Propagation and Installation: Plan and coordinate native revegetation at sites as part of a phased approach with treatment. The contractor must implement revegetation at sites in a range of tidal elevations (low marsh to upland transition zones); coordinate subcontractors to propagate seedlings of Pacific cordgrass, marsh gumplant, and other native plants; prepare a planting design; coordinate materials, equipment, and subcontractors to install native plants according to planting design; monitor current and previous years' plantings using photopoints and documenting survival. Plan and coordinate access with landowners and consideration of tides and weather. Access to sites may require different methods including watercraft (kayak, whaler, and airboat), automobile, and on foot carrying gear.
- 6. Monitor California Ridgway's Rail: The ISP has a USFWS Biological Opinion that guides how work is done in marsh habitat where rail may be present. This requires monitoring of sites that are planned for treatment in the upcoming treatment season for rails via call-count surveys. It also requires an annual call count survey at approximately 70 transects across the Bay to gauge the overall Bay-wide rail population. The contractor will coordinate schedules and data sharing with other contractors and partners conducting surveys. The ISP uses the North American Secretive Marsh Bird Protocol.

7. Conduct Stewardship Training: Each Spring a cohort of 5-10 seasonal interns need to be recruited and trained to support the activities of the ISP during the height of the treatment season July-October. This effort is part of a commitment to local workforce development and to accomplish a large pulse of work during a short window of time.

## **PROPOSAL PROCESS & REQUIREMENTS**

We encourage interested entities to contact Cal-IPC at <a href="RFP@cal-ipc.org">RFP@cal-ipc.org</a> so that we can answer any questions and provide additional background.

Applicants should submit a proposal package of no more than 20 pages that includes items listed below.

- Description of qualifications that meet the minimum requirements described in the RFP.
- Demonstrate ability to conduct the work described in the Scope of Work.
- Description of relevant successful past work that may be comparable to this project.
- Proposed strategy to implement tasks and achieve deliverables within the scoped period (July 1, 2024–June 30, 2025).
- Proposed personnel, budget, and hourly rates, organized by tasks spelled out in the Scope of Work.
- Technical writing sample (does not count as part of the 20-page limit).
- A statement concerning any potential conflicts of interest with respect to performing the work under this contract.

#### **TIMEFRAME**

Contract will be negotiated based on secured project funding. We anticipate the initial period for this scope to be July 15, 2024 to June 30, 2025, with potential for extending contracted work annually after that.

#### **REVIEW AND SELECTION PROCESS**

Proposals will be reviewed by Cal-IPC, SCC, and USFWS. A primary selection(s) will be made based on skills, experience, and budget, with contract negotiations to follow. The anticipated schedule is:

RFP posted: May 17, 2024

Submission deadline: June 17, 2024

Final selection: June 30, 2024

Expected contract start: July 15, 2024

This contract will be awarded without discrimination based on color, race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, genetic information, or disability.

#### **SELECTION CRITERIA**

A Contractor will be selected based on the following selection criteria:

- Applicant meets the minimum qualifications described above.
- Applicant describes a sound approach for addressing each element in the Scope of Work and demonstrates adequate experience and skills related to each element.
- Applicant demonstrates a record of planning and implementing similar projects.
- Applicant demonstrates strong technical writing skills through reports or other literature provided with their proposal.
- Applicant demonstrates a history of high quality performance
- Applicant demonstrates extensive knowledge of and experience working in San Francisco Bay tidal and intertidal habitats.
- Applicant demonstrates extensive knowledge of and experience working with regulatory agencies in the San Francisco Bay region and conducting monitoring and reports for compliance.
- Applicant demonstrates extensive experience preparing and managing multiple contractors and seasonal staff for the various forms of fieldwork described in the scope and adjusting based on weather and tides.
- Applicant provides a scope, personnel, and budget that reflects appropriate understanding of what is required to successfully implement the Scope of Work.

A total of 100 points is available under the scoring criteria, as described below. Qualifications and proposed approach to the Scope of Work will be considered for their technical merit. The proposed budget, including personnel and equipment rates for each task, will be used to evaluate whether subsequent contract negotiations are merited.

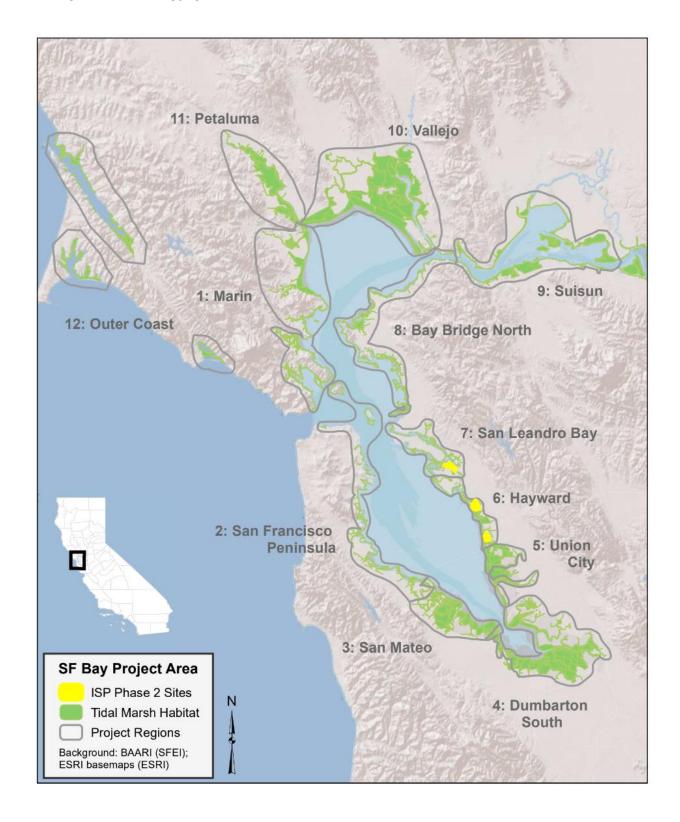
Overall Qualifications:	10 pts
Approach to Project Management:	10 pts
Approach to Invasive Spartina Monitoring:	10 pts
Demonstrated Ability to Identify Marsh Plants and Wildlife:	5 pts
Approach to Invasive Spartina Treatment:	10 pts
Approach to Native Plant Propagation and Installation:	10 pts
Approach to Monitoring California Ridgway's Rail:	10 pts
Demonstrated Ability to Conduct Interns Training:	5 pts
Quality of Technical Writing	10 pts
Appropriateness of Budget	10 pts
Incentive for Disadvantaged Businesses*	5 pts
TOTAL	100 pts

## RFP for Lead Implementation Contractor for the SF Estuary Invasive Spartina Project

\*Applicants who can document any of the following business certifications will receive 5 points:

- Federal 8(a) small business, veteran-owned business, women-owned business, minority-owned business, or firms from labor surplus areas (Cal-IPC will verify current enrollment using the US Small Business Administration's "Dynamic Small Business Search" database).
- California Disabled Veterans Business Enterprise (DVBE) or Small Business (SB) certification (Cal-IPC will verify current enrollment using the California Dept. of General Services Procurement Division's online database).

#### **ATTACHMENT A - PROJECT AREA MAP**



#### ATTACHMENT B – TYPICAL CONTRACT LANGUAGE

- 1. **Services Provided.** Cal-IPC and Contractor agree as of the Effective Date above, that Contractor shall provide services to Cal-IPC under the terms of this Agreement. Each request for services shall be in the form set forth in Work Authorizations agreed to and signed by Cal-IPC and Contractor, the terms of which are incorporated herein by reference. Contractor shall provide the services in accordance with the applicable Work Authorization and the terms and conditions set forth herein.
- 2. **Term.** The Contractor agrees to complete all project activities by date(s) specified in Work Authorization(s) under Schedule of Work. The term of this Agreement is from Effective Date and may be extended in subsequent Work Authorizations, if any.
- 3. **Compensation.** Compensation amount and payment terms shall be set forth in the Work Authorization(s). Compensation payable under this Agreement takes into account and includes all taxes, wages, costs of any type and profits that are incidental to Contractor's performance of the services. If applicable law specifically provides for direct payment by Cal-IPC of any such items, such amounts shall be deducted from payments to be made directly to Contractor. Cal-IPC may withhold five percent (5%) from all payments on any project entered into via a Work Authorization, specified in Work Authorization, to be released upon satisfactory completion of said project.
- 3.1 Invoicing and Payment. Contractor shall invoice Cal-IPC on a quarterly or monthly basis. All invoices shall be sent via email direct to Dr. Jutta Burger at jburger@cal-ipc.org and Mr. Agustín Luna at aluna@cal-ipc.org. Invoices should be received by Cal-IPC no later than the 10th day of each month to be processed for payment. Invoices shall provide sufficient detail regarding expenditures and work performed, with expenses tied to contracted services. Cal-IPC will review and approve invoices promptly. Payment will be made after Cal-IPC receives payment for its reimbursement request to Funder.
- 4. **Modification.** This Agreement and any attached Work Authorization(s) may be amended by mutual written consent of Cal-IPC and Contractor. Amendments become effective only when in writing and fully executed by authorized officers of both parties.
- 5. **Independent Contractors.** Contractor is independent and wholly responsible for the manner in which it performs services required by terms of this Agreement. And unless otherwise stated in the applicable Work Authorization(s), Contractor shall provide all tools, materials, equipment and labor required for the prompt completion of the services. Contractor shall perform the services as independent contractors and not as employees of Cal-IPC. Contractor shall obtain all necessary permits, shall comply with all applicable laws and authorizations, take all required or appropriate safety precautions, and, to the extent work is performed on Cal-IPC's premises, abide by all Cal-IPC operating and safety rules. Employees of Contractor will not be entitled to any benefits payable to employees of Cal-IPC.

- 5.1 Contractor will advise all persons they assign or hire to perform any duty under this Agreement that they are not employees of Cal-IPC. In the event of any significant staffing changes during the project, Contractor will provide thirty (30) day advance written notice to Cal-IPC.
- 5.2 Contractor may not contract with or otherwise engage any subcontractor to perform work under this Agreement for services without the approval of Cal-IPC.
- 6. **Confidential Information.** During the term of this Agreement, and thereafter for a period of five (5) years, Contractor shall not, without the prior written consent of Cal-IPC, disclose to any third party any Confidential Information. "Confidential Information" for the purposes of this Agreement includes Cal-IPC proprietary and confidential information such as, but not limited to, donor names or lists, member names or lists, customer lists, business plans, marketing plans, financial information, designs, drawings, specifications, models, software, source codes, object codes, or any other information identified as such by Cal-IPC. Confidential Information does not include any information that (a) is disclosed by Cal-IPC without restriction; (b) becomes publicly available through no act of Contractor, or (c) is rightfully received by Contractor from a third party with the right to disclose the information. Contractor agrees that any developments or improvements resulting from Contractor's services herein are solely owned by Cal-IPC, and Contractor further agrees to cooperate with Cal-IPC in its efforts to protect any of its intellectual property rights.
- 7. **Other Clients.** The parties agree that Contractor may provide services to other clients during the term of this Agreement. Contractor will provide, at the request of Cal-IPC, a list of other clients and will notify Cal-IPC if the list of clients changes. Whenever Contractor becomes aware of a conflict between a policy objective advocated by Cal-IPC or Funder and another client, Contractor will notify Cal-IPC. At the request of Cal-IPC, Contractor shall not represent Cal-IPC with respect to issues where such conflicts exist. Contractor will never under any circumstances provide representation on behalf of Cal-IPC that is in conflict with policies determined by Cal-IPC.
- 8. Indemnity. TO THE EXTENT PERMITTED BY LAW, CAL-IPC AND CONTRACTOR SHALL MUTUALLY HOLD HARMLESS, INDEMNIFY AND DEFEND EACH OTHER AND THEIR OFFICERS, AGENTS AND EMPLOYEES FROM EVERY EXPENSE, LIABILITY, OR PAYMENT BY REASON OF INJURY (INCLUDING DEATH) TO PERSON OR PROPERTY SUFFERED THROUGH ANY ACT OR OMISSION, INCLUDING PASSIVE NEGLIGENCE OR ACT OF NEGLIGENCE, OR BOTH DIRECTLY OR INDIRECTLY ARISING FROM THIS AGREEMENT. THIS PROVISION SHALL NOT BE DEEMED TO REQUIRE EITHER PARTY TO INDEMNIFY THE OTHER AGAINST LIABILITY OR DAMAGE ARISING FROM THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE OTHER, ITS AGENTS, OFFICERS OR EMPLOYEES. CONTRACTOR EXCLUSIVELY ASSUMES RESPONSIBILITY FOR ACTS OF ITS EMPLOYEES, ASSOCIATES, AND SUB-CONTRACTORS. CONTRACTOR SHALL BE RESPONSIBLE FOR PERFORMING THE WORK UNDER THIS AGREEMENT IN A SAFE, PROFESSIONAL, SKILLFUL AND WORKMANLIKE MANNER AND SHALL BE LIABLE FOR ITS OWN NEGLIGENCE AND NEGLIGENT

ACTS OF ITS EMPLOYEES. CAL-IPC SHALL HAVE NO RIGHT OF CONTROL OVER THE MANNER IN WHICH WORK IS TO BE DONE AND SHALL, THEREFORE, NOT BE CHARGED WITH RESPONSIBILITY OF PREVENTING RISK TO CONTRACTOR OR ITS EMPLOYEES.

- 9. **Insurance.** Contractor agrees to be bound by the Insurance section of Cal-IPC's grant with Funder, attached as Exhibit A and incorporated by reference into this Agreement.
- 10. Early Termination, Suspension and Failure to Perform. Before the project has commenced, either party may terminate this agreement for any reason by providing the other party with seven days' notice in writing. Before the project is complete, Cal-IPC may terminate or suspend this agreement for any reason by providing Contractor with seven days' notice in writing. In either case, Contractor shall immediately stop work under the agreement and take all reasonable measures to prevent further costs to Cal-IPC. Cal-IPC shall be responsible for any reasonable and non-cancelable obligations incurred by Contractor in the performance of this agreement prior to the date of the notice to terminate or suspend, but only up to the undisbursed balance of funding authorized in this agreement. Any notice suspending work under this agreement shall remain in effect until further written notice from Cal-IPC authorizes work to resume.
- 10.1 If Contractor fails to complete the project as required or fails to fulfill any other obligations of this agreement prior to the termination date, Contractor shall be liable for immediate repayment to Cal-IPC of all amounts disbursed by Cal-IPC under this agreement. Cal-IPC may, at its sole discretion, consider extenuating circumstances and not require repayment for work partially completed. This paragraph shall not be deemed to limit any other remedies Cal-IPC may have for breach of this agreement.
- 10.2 Before the project is complete, Contractor may terminate this agreement for any reason by providing Cal-IPC with seven days' notice in writing and repaying to Cal-IPC all amounts disbursed by the Cal-IPC under this agreement. Cal-IPC may, at its sole discretion, consider extenuating circumstances and allow early termination without repayment for work partially completed.
- 10.3 The parties expressly agree to waive, release and relinquish the recovery of any consequential damages that may arise out of the termination or suspension of this agreement under this section.
- 11. **No Assignment**. This Agreement may not be assigned and Contractor may not delegate its obligation hereunder without the prior written consent of Cal-IPC, which consent may be withheld in Cal-IPC's sole discretion.
- 12. **Records.** Contractor shall maintain true and complete records in connection with the services and all transactions related thereto and shall retain such records for at least three (3) years after the end of the calendar year in which the services are performed. Auditors of Cal-IPC the Funder/State of California shall have the right to examine records relative to the services

and materials provided under any grant funds used for authorized work performed by Contractor. Cal-IPC shall have the right any time to have a special audit review of the books of accounts and records of the Contractor at its own expense.

#### 13. Compliance.

- 13.1 <u>Payments</u>. Except as otherwise expressly provided herein, neither Contractor nor any director, officer, employee, or agent of Contractor shall give to or receive from any director, officer, employee, or agent of Cal-IPC any gift, entertainment of significant value, other consideration, or any commission, fee or rebate in connection with the Agreement. In accordance with California law, no payment made to or received by Contractor shall be in any way contingent upon the defeat, enactment, or outcome of any proposed legislative or administrative act.
- 13.2 <u>Prevailing Wage</u>. Work done under this Agreement may be subject to the prevailing wage and other provisions of the California Labor Code requirements (see Labor Code sections 1720 et seq.). Contractor shall pay prevailing wage to all persons employed in the performance of any part of the project and otherwise comply with all associated requirements and obligations, if required by law to do so.
- 13.3 <u>Contractor License Law</u>. Contractor will comply with the California Business and Professions Code, known as the "Contractor's License Law", Sections 7000 through 7145. The Contractor must possess an appropriate license that is current and valid at the date of the bid and throughout the term of this Agreement.
- 13.4 <u>Health and Safety</u>. The Contractor will comply with the health and safety requirements of the California Administrative Code, Title 8, Industrial Relations, Division of Industrial Safety.
- 14. Intellectual Property Ownership. Any work created by Contractor or contributed to by Contractor will be assigned to Cal-IPC. Contractor does hereby assign unto Cal-IPC all right, title and interest in and to any and all notes, lists, documentation, contributions to technology, or other work product created in connection with the Work Authorization(s) which are made part of this agreement ("Contractor's Works") throughout the world together with any and all goodwill, which is symbolized by the Contractor's Works. The Contractor's Works and corresponding goodwill shall be the sole and exclusive property of Cal-IPC whether or not subject to patent, copyright, trademark or trade secret protection. Contractor further agrees to assign to the Cal-IPC any and all rights to any and all updates, amendments or derivative works developed or that may be developed from the Contractor's Works.
- 15. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to the conflict of law rules. Contractor also hereby irrevocably submits to the jurisdiction of the courts of Alameda County, California, for any suits or proceedings arising out of or relating to this Agreement. Any disputes arising from or related

to this Agreement shall be submitted to arbitration in accordance with the then prevailing rules of the American Arbitration Association (i) before an arbitrator agreed upon by the parties or (ii) if the parties cannot agree upon an arbitrator within thirty (30) days, before three arbitrators selected pursuant to the rules of the American Arbitration Association. The site of the arbitration shall be Oakland, Alameda County, California. The arbitrator(s) may award attorneys' fees and costs as part of the award. The award of the arbitrator shall be binding and may be entered as a judgment in any court of competent jurisdiction.

- 16. **Notices.** Any notice required or desired to be given pursuant to this Agreement shall be in writing and shall be deemed given when deposited, postage paid, in the United States certified mail, return receipt requested, at the addresses set forth below, or at such subsequent address provided by the parties:
  - a. If to Cal-IPC:
  - b. If to Contractor:
- 17. **Entire Agreement.** In addition to this Agreement and all Work Authorizations with attachments agreed to by the parties, Contractor agrees to be bound by the terms and conditions of Funder's insurance requirement, attached as Exhibit A, and Cal-IPC's Agreement 19-001 (Am 3) with Funder, attached as Exhibit B, both incorporated by reference into this Agreement. These documents set forth the entire agreement between the parties regarding the services and supersedes all prior oral and written understandings and agreements; no other representations or agreements shall be effective unless in writing containing a specific reference to this Agreement and signed by Cal-IPC and Contractor's representatives.
- **18. No Authority to Bind**. It is expressly understood and agreed that Contractor shall have no right or authority at any time to make any contract or binding promise of any nature on behalf of the Cal-IPC, whether oral or written, without the express written consent of Cal-IPC.
- **19. Severability**. If any provision of this Agreement shall be held or made invalid by a court decision, statute, rule, or otherwise, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect as if the invalidated provision had not been included herein.

## RFP for Lead Implementation Contractor for the SF Estuary Invasive Spartina Project

Typical Coastal Conservancy insurance requirements include:

- General Liability: \$2,000,000 per occurrence minimum
- Errors and Omissions Liability: maintained from the effective date through two calendar years after the completion date.
- Automobile Liability: no less than \$1,000,000 per accident
- Workers' Compensation: no less than \$1,000,000
- Watercraft Liability: \$1,000,000 for vessels < 30 ft., \$2,000,000 for vessels > 30 ft.

Additional contract requirements will apply based on state and federal agency funders' requirements.