CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION

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Invitation for Bid
Notice to Prospective Bidders
#4CA07638 Septic Maintenance and Repairs Services

July 15, 2026

You are invited to review and respond to this Invitation for Bid (IFB). In submitting your bid, you must comply with these instructions. In addition to those programs and preferences that are specified in this solicitation, Prospective Contractors are encouraged to consider programs and preferences that are available, such as those for the use of small businesses, disadvantaged businesses, disabled veteran businesses, and other businesses covered by State and Federal programs and preferences.

On March 04, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. By submitting a bid or proposal, Contractor represents that it is not a target of Economic Sanctions. Should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for rejection of the Contractor’s bid/proposal any time prior to contract execution, or, if determined after contract execution, shall be grounds for termination by the State.

A Disabled Veteran Business Enterprise (DVBE) goal is not required, but DVBE participation is encouraged, and a DVBE incentive may apply to this IFB. See **Section D, Special Programs, Item 1**, in this IFB for requirements.

As required by Executive Order S-02-06, the California Department of Forestry and Fire Protection (CAL FIRE) is committed to meeting the State’s 25 percent (25%) Small Business (SB) participation goal. Certified SBs, Micro Businesses (MB), and contractors willing to commit to subcontracting a minimum of 25 percent (25%) of their net bid price to certified SBs or MBs (if applicable), are encouraged to submit bids. See **Section D**, **Special Programs**, **Item 2**, in this IFB for requirements.

Note that all agreements entered into with the State of California will include by reference General Terms and Conditions (GTC 02/2025) and Contractor Certification Clauses that may be viewed and downloaded at Internet site https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language. If you do not have Internet access, a hard copy can be provided by contacting the person listed below.

This contract requires Prevailing Wages if the total bid amount exceeds **$1,000.00**. If the total bid amount is under **$1,000.00**, then Prevailing Wage language will be removed prior to award. Refer to **Sample Standard Agreement**, for requirement details.

In the opinion of California Department of Forestry and Fire Protection (CAL FIRE), this IFB is complete and without need of explanation. However, if you have questions, or should you need any clarifying information, the contact person for this IFB is:

Gilbert Delpasen
California Department of Forestry and Fire Protection
Phone: (916) 894-9833
Email: gilbert.delpasen@fire.ca.gov

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

Technical questions regarding this solicitation will be addressed, in writing, and in accordance with the Questions and Answers portion of this IFB. See **Section C**, **Item 1**, **Key Action Dates** for more details.

Gilbert Delpasen

Contract Analyst

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A) Purpose and Description of Services

1. Contractor shall provide all materials, labor, equipment, tools, permits, taxes, transportation, and fees to provide septic system inspection, maintenance, repairs, and emergency services for multiple CAL FIRE state-owned fire stations, covering septic tanks, lift pumps, still wells, distribution boxes, grease traps, leach fields and pits, ponds, spray fields, and associated equipment.
2. The services are necessary to ensure all of CAL FIRE Madera-Mariposa-Merced (MMU) septic systems are up to standard to prevent future system failure and maintain operational readiness.

B) Bidder Minimum Qualifications

1. The Prime Bidder must be either an individual or firm currently licensed to do business in California and provide proof of such as required in **Required Attachment Checklist, Attachment 1**.
2. The Prime Bidder must have a business license or incorporation papers for their respective State showing that their company is in good standing in that state, if the Prime Bidder's base of operation is located outside the State of California and provide proof of such as required in **Required Attachment Checklist, Attachment 1**.
3. **(If applicable)** Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to […] a state agency with respect to any contract in the amount of $100,000.00 shall complete the **California Civil Rights Laws, Attachment 10**.
4. Proof of valid **(A) General Engineering Contractor, C-36 - Plumbing Contractor, OR a C-42 - Sanitation System Contractor** license issued by the California Contractors State Licensing Board (CSLB).
5. **Proof of valid Department of Industrial Relations (DIR) registration.**
6. By submitting its bid, Bidder certifies, under penalty of perjury, that its Contractors State License Board (CSLB) license is in a classification appropriate to the work to be undertaken as identified in the **Sample Standard Agreement, Exhibit A, Scope of Work.** This requirement has also been added in the **Sample Standard Agreement**, **Exhibit E**, **Section 5**. Refer to **Section C**, **Bid Requirements and Information**, **Contractor License**, for submittal requirements.
7. Failure of Bidder to sufficiently provide any or all of the minimum qualifications, in the opinion of CAL FIRE, will result in the Bidder's bid deemed non-responsive.

C) Bid Requirements and Information

1. Key Action Dates

It is recognized that time is of the essence. All bidders are hereby advised of the following schedule and will be expected to adhere to the required dates and times.

Event	Date	Time (Pacific Time)
IFB available to prospective bidders	July 15, 2026	
Written Question Submittal	July 23, 2026	
Final Date and Time for Bid Submission	July 30, 2026	05:00 p.m.
Bid Opening	July 31, 2026	02:00 p.m.

2. Written Question and Answer Period

A. Potential Bidders may submit written questions regarding the bid by July 23, 2026. All questions should be emailed in writing to Gilbert Delpasen. NO QUESTIONS will be entertained after July 23, 2026.

B. Written questions must include: the individual's name, firm name, complete address and must reference IFB No. 4CA07638.

C. Written responses to all questions will be collectively compiled and posted, as an Addendum, to the Cal eProcure website (https://caleprocure.com/pages/index.aspx). It is the responsibility of the Bidder to access the website for any changes or addenda that may be posted. Refer to this **IFB**, **Section C1, Key Action Dates**, for the schedule of events and dates/times. It is the responsibility of the bidder to check Cal eProcure for all addenda. Bidder can contact the Contract Analyst named above.

3. Costs Included in Bid Rates

Bid prices/rates shall include the cost of employer payments to or on behalf of employees, subsistence, travel, compensation insurance premiums, unemployment contributions, social security taxes, contract bond premiums, and any other taxes or assessments, **including but not limited to, sales and use taxes** required by law or otherwise and no additional allowance will be paid unless separate payment provisions in the Agreement should specifically provide otherwise.

4. Employment of undocumented Workers

No State agency or department, as defined in California Public Contract Code Section 10335.7, that is subject to this code, shall award a public works contract to a bidder or contractor, nor shall a bidder or contractor be eligible to bid for or receive a Public Works Agreement, who has, in the preceding five (5) years, been convicted of violating a State or Federal law regarding the employment of undocumented workers (Pub. Cont. Code Section 6101).

5. State General Prevailing Wage Rates

State General Prevailing Wage Rates will apply for the Counties of Madera, Mariposa, and Merced, as described in the attached **Sample Standard Agreement, Section E**. The predetermined general prevailing wage rates published by the Director of Industrial Relations may be obtained via the Internet: https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm. It is the bidder's responsibility to use the correct classification determination published by the Department of Industrial Relations.

6. Postconsumer Content Certification

Your signature affixed hereon and dated on the **Bid/Bidder Certification Sheet, Attachment 2** shall signify that you are aware of the recycle materials, goods, and supplies program requirements of Public Contract Code Sections 12200 and 12205, and that the Recycled-Content Certification will be required for the successful contractor. The awarded bidder will be required to complete a Postconsumer-Content Certification (CalRecycle 74) and provide the form with the signed Agreement. An incomplete form or failure to provide a completed form will result in cancellation of the Agreement. The Postconsumer-Content Certification can be downloaded at https://calrecycle.ca.gov/buyrecycled/.

7. Mandatory Organic Waste Recycling

The Contractor generating organic waste or commercial solid waste shall arrange for the recycling services required by this section in a manner that is consistent with State and local laws and requirements, including a local ordinance or local jurisdiction's franchise agreement, applicable to the collection, handling, or recycling of organic waste and commercial solid waste. This requirement does not modify, limit or abrogate the Contractors right to sell or donate its recyclable organic waste materials consistent with the requirements of Public Resources Code Sections 42649.8 et seq

8. Motor Carrier Permit Requirements

A. Contractor must have a valid Motor Carrier Permit(s) (MCP) issued from the Department of Motor Vehicles (DMV) for its services as a Motor Carrier of Property under this Agreement. Contractor shall pay any required fees necessary to obtain and maintain in good standing the required MCP(s).

B. The MCP(s) required for the Contractor's Motor Carriers of Property under California Vehicle Code Sections 34601 and 34620 shall be on file with the Contractor for the duration of this Agreement. Upon request of CAL FIRE, the Contractor must immediately provide to CAL FIRE a copy of the required MCP(s).

9. Contractor Registration Program

A. No Contractor or Subcontractor may be listed on a bid proposal for a public works contract unless registered with the Department of Industrial Relations (DIR), pursuant to Labor Code Section 1725.5 with limited exceptions from this requirement for bid purposes only under LC Section 1771.1(a)).

B. No Contractor or Subcontractor may be awarded a public works contract or commercial service contract requiring prevailing wages, unless registered with DIR pursuant to Labor Code Section 1725.5.

C. CAL FIRE will verify each of the registration numbers prior to contract award. Bidders that do not possess the required DIR registration will be deemed non-responsive and rejected from further consideration in the solicitation process.

10. Contractor's License

Bidder must have, at time of bid submittal and for the duration of the contract, a valid, current **(A) General Engineering Contractor, C-36 - Plumbing Contractor, OR a C-42 - Sanitation System Contractor** license issued by the Contractors State License Board (CSLB), for the type of work to be performed. Bidder shall obtain, pay for and maintain, in good standing, all necessary licenses and permits to accomplish the work. Bidders will be considered non-responsive unless proper licensing requirements are met. An invalid license will result in rejection of the bid. Positive verification of a valid license issued by the CSLB will be performed by CAL FIRE (reference Business and Professions Code Section 7028.15).

11. Subcontractors

Bidder may subcontract portions of the work as defined in the attached **Sample Standard Agreement**. If subcontractors are used, complete the **Bidder Declaration (GSPD–05-105)**, **Attachment 5**. Bidder must ensure that the subcontractor(s) will have all necessary licenses, permits, and/or certifications to accomplish its portion of the work. Failure of a subcontractor(s) to have the proper licenses, permits, and/or certifications, shall be cause for rejection of bid. The Bidder Declaration can also be downloaded at which can be downloaded at https://www.documents.dgs.ca.gov/dgs/fmc/gs/pd/gspd05-105.pdf.

12. Non-Collusion Declaration for Public Works

Bidder must submit, as described herein, a non-collusion declaration for Public Works. The non-collusion declaration is attached to this IFB as **Attachment 11**. Failure to submit a complete declaration shall result in rejection of the bid.

13. Insurance

A. The bidder, who receives the Agreement award, must provide a Certificate of Insurance providing proof of insurance to the Business Service Office (BSO) within ten (10) working days from the date of notification of award. The State's Office of Risk and Insurance Management will review insurance certificates and/or proof of self-insurance documentation before execution of the Agreement. Refer to the **Sample Standard Agreement Exhibit E, Section 1** for the applicable and specific Insurance requirements and coverage limits.

B. The insurance carrier shall provide an endorsement for the additional insured statement as follows:

CAL FIRE, State of California, its officers, agents, and employees shall be included as additional insured, but only with respect to work performed for the State of California under this Agreement.

C. The additional insured endorsement must accompany the certificate of insurance.

D. Available Coverages/Limits

In the event the insurance coverages obtained by the Contractor is broader in scope than, and/or the limits are higher than, those required under the contract, all such broader coverage and/or higher limits available to the Contractor shall also be available and applicable to the State.

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

14. California Civil Rights Laws

Any person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of one hundred thousand dollars ($100,000.00) or more shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the contract is renewed, that they satisfy all of the conditions set forth in California Public Contract Code Section 2010 and they shall execute the **California Civil Rights Laws Certification**, as **Attachment 10**, completed, signed, and returned with its bid or proposal.

15. Darfur Contracting Act

A. The Darfur Contracting Act, Public Contract Code Section 10475-10481, applies to any company that currently or within the previous three (3) years has had business activities or other operations outside of the United States. The Act was passed by the California Legislature and signed into law by the Governor to preclude State agencies generally from contracting with "scrutinized" companies that do business in the African nation of Sudan (of which the Darfur region is a part), for the reasons described in Public Contract Code Section 10475. All bidders shall complete the **Darfur Contracting Act Certification, CAL FIRE-720**, **Attachment 6**, and submit with the proposal.

B. If your company has not, within the previous three (3) years, had any business activities or other operations outside of the United States, complete **Option 1** on the **CAL FIRE-720**.

C. A scrutinized company is a company doing business in Sudan as defined in Public Contract Code Section 10476. Scrutinized companies are ineligible to, and cannot bid on, or submit a bid or proposal for an Agreement with a State agency for goods or services. (Pub. Cont. Code Section 10477(a)).

D. Therefore, Public Contract Code Section 10478(a) requires a company that currently has (or within the previous three (3) years has had business activities or other operations outside of the United States to certify that it is not a "scrutinized" company when it submits a bid or proposal to a State agency.

E. A scrutinized company may still; however, submit a bid or proposal for an Agreement with a State agency for goods or services if the company first obtains permission from the Department of General Services according to the criteria set forth in Public Contract Code Section 10477(b).

16. Submission of Bid

A. All bids must be submitted and received under **sealed** cover and sent to CAL FIRE by dates and times shown in **Section C, Bid Requirements and Information, Item 1) Key Action Dates**.

B. Bids can be submitted Electronically

1)**Electronic Submissions**

a) Electronic bid submittals shall be sent to Bids@fire.ca.gov

b) All bid documents will be in an attachment (as a PDF). If any bid information is in the body of the email, it shall be rejected.

c) Subject line must include the **Contract Number 4CA07638, Septic Maintenance and Repairs Services, Bid Due Date and time (July 30, 2026, 05:00 p.m.)** and **Contractor Business Name**.

d) The bid submission email inbox is **ONLY** for bid submissions, contact the contract analyst directly with contract questions.

C. **Late bids will not be considered.**

D. All bids shall include the documents identified in **Required Attachment Checklist, Attachment 1**. Bids with incomplete documents or not including the proper "required attachments" shall be deemed non-responsive. A non-responsive bid is one that does not meet the basic bid requirements.

E. All documents requiring a signature must bear an original signature of a person authorized to bind the bidding firm.

F. Bids must be submitted for the performance of all the services described herein. Any deviation from the work specifications will not be considered and will cause a bid to be rejected.

G. A bid may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The State may reject any or all bids and may waive an immaterial deviation in a bid. The State's waiver of immaterial deviation shall in no way modify the IFB document or excuse the bidder from full compliance with all requirements if awarded the agreement.

H. Costs for developing bids and in anticipation of award of the agreement are entirely the responsibility of the bidder and shall not be charged to the State of California.

I. An individual who is authorized to bind the bidder contractually shall sign **Bid/Bidder Certification Sheet, Attachment 2**. The signature should indicate the title or position that the individual holds in the firm. An unsigned bid may be rejected.

J. A bidder may modify a bid after its submission by withdrawing its original bid and resubmitting a new bid prior to the bid submission deadline. Bidder modifications offered in any other manner, oral or written, will not be considered.

K. A bidder may withdraw its bid by submitting a written withdrawal request to the State, signed by the bidder or an authorized agent. A bidder may thereafter submit a new bid prior to the bid submission deadline. Bids may not be withdrawn without cause subsequent to bid submission deadline.

L. The awarding agency may modify the IFB prior to the date fixed for submission of bids by the issuance of an addendum to all parties who received a bid package.

M. The awarding agency reserves the right to reject all bids. The agency is not required to award an agreement.

N. Before submitting a response to this solicitation, bidders should review, correct all errors and confirm compliance with the IFB requirements.

O. Where applicable, bidder should carefully examine work sites and specifications. Bidder shall investigate conditions, character, and quality of surface or subsurface materials or obstacles that might be encountered. No additions or increases to the agreement amount will be made due to a lack of careful examination of work sites and specifications.

P. The State does not accept alternate contract language from a prospective Contractor. A bid with such language will be considered a counter proposal and will be rejected. The State's General Terms and Conditions (GTC) are not negotiable. The GTC may be viewed at Internet site https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language.

Q. No oral understanding or agreement shall be binding on either party.

R. Bidder must complete and submit to the awarding agency **Payee Data Record, STD 204, Attachment 7**, to determine if the Contractor is subject to state income tax withholding pursuant to California Revenue and Taxation Code Sections 18662 and 26131. This form can be found on the Internet at http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf under the heading STANDARD FORMS; select "Forms Search" and enter the form number "204". No payment shall be made unless a completed STD 204 has been returned to the awarding agency.

S. Bidder must sign and submit to the awarding agency, **Contractor Certification Clauses (CCC), Attachment 8**, which can be found on the Internet at:

https://www.dgs.ca.gov/-/media/Divisions/OLS/Resources/CCC-042017.pdf?la=en&hash=4DE3E4DC414511AE378794200BA43EBF91C758EE.

17. Bid Opening

A. Bid openings will be held virtually only.

B. Public Bid Opening dial in information:

1) Dial in: +1 650-564-3271,,795794213#

2) Phone Conference ID: 795 794 213#

18. Evaluation and Selection

A. At the time of bid opening, each bid will be checked for the presence or absence of required information in conformance with the submission requirements of this IFB.

B. The State will evaluate each bid to determine its responsiveness to the published requirements.

C. Bids that contain false or misleading statements, or which provide references, which do not support an attribute or condition claimed by the bidder, may be rejected.

D. Award if made, will be to the lowest responsive responsible bidder.

E. In the event of a tie bids, the award will be determined by a coin toss. The coin toss will be held in the State Agency's headquarters area office. This is a public event, which the bidders will be invited to attend. The selection of the Contractor will be at the sole discretion of the State.

19. Award and Protest

A. Whenever an agreement is awarded under a procedure, which provides for competitive bidding, but the agreement is not to be awarded to the low bidder, the notification must be "by telegram, electronic facsimile transmission, overnight courier, Internet transmission, or personal delivery." (PCC § 10345(a).)

B. On written request from any bidder, the awarding agency must post a notice of the proposed contract award in a place accessible by the general public, including any Internet site identified in the IFB at least five working days prior to awarding the contract. (PCC § 10345(a)(1).)

C. If any bidder, prior to the award of agreement, files a protest with the Department of General Services, Office of Legal Services, 707 Third Street, 7th Floor, Suite 7-330, West Sacramento, CA 95605 and CAL FIRE, on the grounds that the (protesting) bidder is the lowest responsive responsible bidder, the agreement shall not be awarded until either the protest has been withdrawn or the Department of General Services has decided the matter.

D. Within five (5) days after filing the initial protest, the protesting bidder shall file with the Department of General Services and the awarding agency a detailed written statement specifying the grounds for the protest. The written protest must be sent to the Department of General Services, Office of Legal Services, 707 Third Street, 7th Floor, Suite 7-330, West Sacramento, California 95605. A copy of the detailed written statement should be mailed to the awarding agency. It is suggested that you submit any protest by certified or registered mail.

California Department of Forestry and Fire Protection **Office of Business Services, Contracts Unit** Attention: Gilbert Delpasen 710 Riverpoint Court West Sacramento, CA 95605 **Phone Number**: (916) 894-9833 **Email:** gilbert.delpasen@fire.ca.gov	**Department of General Services** **Office of Legal Services** Attention: Bid Protest Coordinator 707 Third Street, 7th Floor, Suite 7-330 West Sacramento, CA 95605 **Phone Number**: (916) 376-5080 **Email**: OLSProtests@dgs.ca.gov

20. Disposition of Bids

A. Upon bid opening, all documents submitted in response to this IFB will become the property of the State of California and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public.

B. Bid packages may be returned only at the bidder's expense unless such expense is waived by the awarding agency.

21. Standard Conditions of Service

A. After award of the Agreement and execution of the Agreement, should the Contractor fail to commence work within five (5) working days after notification of the starting date, or suspend work for a period of five (5) continuous working days after work has begun, CAL FIRE may provide five (5) calendar days written notice, posted at the job site or mailed to the Contractor, to timely prosecute and complete the work or the Agreement may be terminated and liquidated damages assessed for administrative costs for re-bidding the work or awarding the work to another Contractor. In addition, that Contractor shall be liable to CAL FIRE for the difference between the Contractor's bid price and the actual cost of performing the work by the second low bidder or by another Contractor.

B. All performance under the Agreement shall be completed on or before the termination date of the Agreement.

C. Antitrust Provisions

1)The Contractor offers and agrees and will require all of his other subcontractors and suppliers to agree to assign to the awarding body all rights, title, and interest in and to all causes of action they may have under

Section 4 of the Clayton Act (15 USC section 15) or under the Cartwright Act [Chapter 2, commencing with section 16700, of Part 2 of Division 7 of the Business and Professions Code] arising from purchases of goods, services, or materials pursuant to the public works contract or subcontract. The assignment made by the contractor and all additional assignments made by the subcontractors and suppliers shall be deemed to have been made and will become effective at the time the awarding body tenders final payment to the Contractor without further acknowledgment or the necessity of tendering to the awarding body any written assignments.

2) If an awarding body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under Government Code Sections 4550-4554, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, on demand, recover from the public body any portion of the recovery, including treble damages, and attributable overcharges that were paid by the assignor but were not paid by the public body as a part of the bid price, less the expenses incurred in obtaining that portion of the recovery. On demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under Government Code Sections 4550-4554 if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action.

D. If the bidder is awarded the Agreement and refuses to sign the Agreement presented for signature within the time and manner required, the bidder will be liable to CAL FIRE for actual damages resulting to CAL FIRE therefrom or 10 percent (10%) of the amount bid, whichever is less.

E. Loss Leader usage is prohibited in this solicitation: It is unlawful for any person engaged in business within this State to sell or use any article or product as a "loss leader" as defined in California Business and Professions Code Section 17030. "Loss Leader" means any article or product sold at less than cost: a) where the purpose is to induce, promote or encourage the purchase of other merchandise; or b) where the effect is a tendency or capacity to mislead or deceive purchasers of prospective purchasers; or c) where the effect is to divert trade from or otherwise injure competitors.

F. No oral understanding or agreement shall be binding on either party.

22. Generative Artificial Intelligence (GenAI)

A. The State of California seeks to realize the potential benefits of GenAI, through the development and deployment of GenAI tools, while balancing the risks of these new technologies.

B. Bidder / Offeror must notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term “materially impacts” shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.

C. Failure to report GenAI to the State may result in disqualification. The State reserves the right to seek any and all relief to which it may be entitled to as a result of such non-disclosure.

D. Upon notification by a Bidder / Offeror of GenAI as required, the State reserves the right to incorporate GenAI Special Provisions into the final contract or reject bids/offers that present an unacceptable level of risk to the State.

E. Government Code 11549.64 defines “Generative Artificial Intelligence (GenAI)” as an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system’s training data.

D) Special Programs

1. Disabled Veteran Business Enterprise (DVBE) Program Requirement

A. DVBE Participation Program with **No** Goals:

A DVBE goal is not required, but DVBE participation is encouraged, and a DVBE incentive will apply to this IFB as described below.

B. DVBE Incentive Program

1)The DVBE Incentive Program applies to this solicitation. It is separate from the DVBE Participation Program and was established in Military and Veterans Code Sections 999 et seq., and Title 2, California of Regulations, Sections 1896.99 (2 CCR Section1896.99) et seq., to encourage bidders to partner with DVBE subcontractors. A dollar cap of $100,000 is set for all combined incentives and preferences. The incentive is used only for evaluation purposes to arrive at the successful bidder and does not alter the amounts of the actual bid. Any responsive and responsible bidder with the confirmed DVBE participation per the Tables in **paragraph 3)** below is eligible to receive the incentive. Bidders who are not responsive and responsible regardless of the amount of DVBE participation are not eligible to receive the incentive.

2)CAL FIRE will apply an incentive to bids proposing the utilization of DGS certified DVBE firms identified on the **Bidder Declaration (GSPD-05-105)**. Information provided on the **GSPD-05-105** shall be verified by CAL FIRE prior to the award of the Agreement. Contractor shall also submit **Quotes from SB/DVBE Subcontractor, Attachment 12**, the incentive amount is equal to a percentage of the lowest responsive and responsible bid based on the amount of DVBE participation in the bid being evaluated per the Tables below.

3)Tables for IFB (Low Price Method)

Goal Not Required

Verified DVBE Participation	DVBE Incentive Amount
5% or more	5%
4%-4.99%	4%
3%-3.99%	3%
2%-2.99%	2%
0.1%-1.99%	1%

4)When applying the DVBE Incentive, an NSB shall not displace an award to a DGS Certified Small Business.

5)Additional information: https://www.dgs.ca.gov/OBAS/Resources/Page-Content/OBAS-Resources-List-Folder/DGS-Contracting-Commitment-with-Small-Businesses-DVBEs.

2. Small Business (SB) or Microbusiness (MB) Preference

A. Government Code Section 14835 et seq. requires that a five percent (5%) preference be given to contractors who qualify as a certified SB or MB. References to a SB shall also include MB. The rules and regulations of this law, including the definition of a SB for the delivery of services, are contained in Title 2, California Code of Regulations, Section 1896 (2 CCR Section 1896) et seq.

B. To claim the SB preference, your firm must have its principal place of business located in California and be certified by the California Department of General Services (DGS), Office of Small Business and DVBE Services (OSDS). The preference amount may not exceed fifty thousand dollars ($50,000) for any bid. If prospective Contractor is claiming the five percent (5%) SB preference, complete Section 16 of the **Bid/Bidder Certification Sheet Attachment 2**.

C. Pursuant to Government Code Section 14838 and 2 CCR Section 1896, if a bidder is not a certified SB, but wishes to be eligible for the five percent (5%) non-small business (NSB) preference, the bidder must subcontract at least twenty five percent (25%) of its net bid price to one or more certified SBs. If bidder is claiming the five percent (5%) NSB preference, complete Section 17 of the **Bid/Bidder Certification Sheet, Attachment 2**, and **Bidder Declaration, GSPD-05-105**, which can be downloaded at https://www.documents.dgs.ca.gov/dgs/fmc/gs/pd/gspd05-105.pdf. Bidder shall list the names of all certified SB firms being claimed for credit on the GSPD-05-105 form. For each certified SB subcontractor listed, the bidder shall submit a copy of the quotes from each SB (on the SB's company letterhead) as **Quotes from SB/DVBE Subcontractor, Attachment 12**,

D. This preference shall not be awarded to a noncompliant bidder and shall not be used to achieve any applicable minimum requirements.

E. Certified SB bidder(s) shall have precedence over NSB bidders in the application of SB preference(s).

F. SB preferences may not be applied to any bid deemed non-responsive with the solicitation instructions or from a non-responsible bidder.

G. Questions regarding the certification approval process or SB program should be directed to OSDS at (800) 559-5529 or (916) 375-4940. For 24-Hour Recording and Mail Request, call (916) 322-5060, or email: osdshelp@dgs.ca.gov.

H. Additional references are at https://www.dgs.ca.gov/OBAS/Resources/Page-Content/OBAS-Resources-List-Folder/DGS-Contracting-Commitment-with-Small-Businesses-DVBEs.

3. Commercially Useful Function

It is the law. All California-certified Small Businesses (SB) and Disabled Veteran Business Enterprise (DVBEs) doing business with the state must perform a Commercially Useful Function (CUF). Performing CUF is a critical requirement for all California-certified firms - SB and DVBE - that do business with the state (Government Code Section 14837 and Military and Veterans Code Section 999).

More information can be found on Department of General Services website: https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Commercially-Useful-Function-for-Certified-Firms

4. CAL FIRE Advocates

CAL FIRE Small Business and Disabled Veteran Business Enterprise Advocates are available to answer questions regarding the SB/DVBE Programs and Incentives and to help identify possible SB/DVBE vendors.

CAL FIRE ADVOCATES: sbdvbe.advocate@fire.ca.gov

5. Target Area Contract Preference Act (TACPA) Promotes economic development and employment opportunities in designated distressed areas, by offering bidding preferences in specified state contracts. For more information:

Request Target Area Contract Preference (ca.gov).

ATTACHMENT 1

Bidder's Company Name:

_____

REQUIRED ATTACHMENT CHECKLIST

A complete bid or bid package will consist of the items identified below.

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

	Attachment	Attachment Name/Description
_____	Attachment 1	Required Attachment Checklist
_____	Attachment 2	Bid/Bidder Certification Sheet
_____	Attachment 3	Rate Sheet
_____	Attachment 4	Disabled Veteran Business Enterprise Declarations (STD 843) * https://www.documents.dgs.ca.gov/dgs/fmc/gs/pd/pd_843.pdf
_____	Attachment 5	Bidder Declaration (GSPD-05-105)* https://www.documents.dgs.ca.gov/dgs/fmc/gs/pd/gspd05-105.pdf
_____	Attachment 6	DARFUR Contracting Act (CAL FIRE-720)
_____	Attachment 7	Payee Data Record (STD 204) http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf
_____	Attachment 8	Contractor Certification Clauses (CCC 04/2017) https://www.dgs.ca.gov/-/media/Divisions/OLS/Resources/CCC-042017.pdf?la=en&hash=4DE3E4DC414511AE378794200BA43EBF91C758EE
_____	Attachment 9	Target Area Contract Preference Act (TACPA) *
_____	Attachment 10	California Civil Rights Laws Attachment*
_____	Attachment 11	Non-Collusion for Public Works*
_____	Attachment 12	Quotes from SB/DVBE Subcontractors*
_____	Additional Required Information:	

1. The Prime Bidder must be either an individual or firm currently licensed to do business in California and proof of such in the form of a current and valid Business License or California Secretary of State registration for the business shall be provided.
2. The Prime Bidder must have a current and valid Business License or Incorporation papers for their respective State showing that their company is in good standing in that state, if the Prime Bidder's base of operation is located outside the State of California and provide proof of such.
3. (If applicable) Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to […] a state agency with respect to any contract in the amount of $100,000.00 shall complete the California Civil Rights Laws, Attachment 10.
4. **Proof of valid (A) General Engineering Contractor, C-36 - Plumbing Contractor, OR a C-42 - Sanitation System Contractor license issued by the California Contractors State Licensing Board (CSLB).**
5. **Proof of valid Department of Industrial Relations (DIR) registration.**

ATTACHMENT 1

6. By submitting its bid, Bidder certifies, under penalty of perjury, that its Contractors State License Board (CSLB) license is in a classification appropriate to the work to be undertaken as identified in the Sample Standard Agreement, Exhibit A, Scope of Work. This requirement has also been added in the Sample Standard Agreement, Exhibit E, Section 5. Refer to Section C, Bid Requirements and Information, Contractor License, for submittal requirements.
7. Failure of Bidder to sufficiently provide any or all of the minimum qualifications, in the opinion of CAL FIRE, will result in the Bidder's bid deemed non-responsive.

***If applicable**

ATTACHMENT 2

BID/BIDDER CERTIFICATION SHEET

This Bid/Bidder Certification Sheet must be signed and returned along with all the "required attachments" as an entire package in duplicate with original signatures/electronic signature. The bid must be transmitted in accordance with IFB instructions.

Do not return IFB Sections A through E or the "Sample Standard Agreement" at the end of this IFB.

A. Our all-inclusive bid is submitted as detailed in **Attachment 3, Rate Sheet.**

B. All required attachments are included with this certification sheet.

C. I have read and understand the DVBE participation requirements and have included documentation demonstrating that I have met the participation goals.

D. The signature affixed hereon and dated certifies compliance with all the requirements of this bid document. The signature below authorizes the verification of this certification.

An Unsigned Bid/Bidder Certification Sheet May Be Cause For Rejection

1. Company Name	2. Telephone Number ( )	2a. Fax Number ( )
3. Address E-mail Address:		
5. ☐ Partnership Indicate your organization type:	4. ☐ Sole Proprietorship	
6. ☐ Corporation	6a. ☐ L.L.C. Limited Liability Corporation	
Indicate the applicable employee and/or corporation number: 7. Federal Employee ID No. (FEIN)	8. California Corporation No.	
9. Indicate applicable license and/or certification information:		
10. Bidder's Name (Print)	11. Title	
12. **Signature**	13. Date	
14. Are you certified with the Department of General Services, Office of Small Business and DVBE Certification as: a. California Small Business Enterprise Yes ☐ No ☐ If yes, enter certification number: _____	a. Disabled Veteran Business Enterprise Yes ☐ No ☐ If yes, enter certification number: _____	
NOTE: A copy of your Certification is required to be included if either of the above items is checked **"Yes"**. Date application was submitted to OSBCR, if an application is pending:		

ATTACHMENT 2

Completion Instructions for Bid/Bidder Certification Sheet

Complete the numbered items on the
Bid/Bidder Certification Sheet by following the instructions below.

Item Numbers	Instructions
1, 2, 2a, 3	Must be completed. These items are self-explanatory.
4	Check if your firm 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.
5	Check if your firm 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.
6, 6a	Check if your firm 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 successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals. Or a Limited Liability Corporation.
7	Enter your federal employee tax identification number.
8	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.
9	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.
10, 11, 12, 13	Must be completed. These items are self-explanatory.
14	If certified as a California Small Business, place a check in the "Yes" box, and enter your certification number on the line. If certified as a Disabled Veterans Business Enterprise, place a check in the "Yes" box and enter your service code on the line. If you are not certified to one (1) or both, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to OSBCR.

ATTACHMENT 3

Bidder's Company Name:

_____

RATE SHEET

Item Number	Description of Services	Estimated Quantity (A)	Cost Per Each Service (B)	Total Price (AXB)
1	**Inspection and Monitoring**, as described in **Exhibit A, Scope of Work – 7**	13	**$**	**$**
2	**Routine Maintenance**, as described in **Exhibit A, Scope of Work – 8**	**26**	**$**	**$**
3			**Sub Total (Sum of Items 1-2)**	**$**
Replacement Parts for all Locations				
	Description of Services (Replacements)	**Estimated Quantity**	**Total Price**	
5	**Emergency Responses & Repairs,** as described in **Exhibit A – 9**	**5**		
6			**Sub Total (Item 5)**	**$**
7			**10% Contingency for unforeseen Labor for Repairs (Item 6 X 10%)**	**$**
8			**Emergency Response & Repairs Total Cost (Item 6 + 7)**	**$**
9			**Total Annual Cost (Item 3 + 8)**	
10			**Three (3) Year Multiplier**	x3
			Grand Total	**$**

*All-Inclusive Cost for Services.

Submitted by: _____ Date: _____

Contact Name / Title:	
Company Name:	
Company Address:	
Telephone Number:	
Fax Number:	
E-Mail Address:	

Estimated quantities are not guaranteed and is not binding on the contracting agency. The Total Costs indicated above will be used solely for computing the cost as a fair and equitable formula to determine the low bidder and is not binding on the contracting agency. However, the actual costs quoted above by the bidder shall be binding for the term of the Agreement. Small Business and Disabled Veteran Business Enterprise incentives will also be applied to determine the lowest bid. CAL FIRE reserves the right to correct and revise calculation errors made by the bidder.

In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail.

Please do not alter, modify, or change this bid proposal sheet. Any alterations, modifications, or changes to this bid proposal sheet will be grounds to reject the bid.

Each line item must be bid. Please do not leave any unit price column blank or this bid proposal sheet will be disqualified from competition for contract award.

ATTACHMENT 4

(if applicable)

DISABLED VETERAN BUSINESS ENTERPRISE DECLARATIONS (STD 843)

Bidders who are disabled veteran (DV) owner(s) and DV manager(s) of a Disabled Veteran Business Enterprise must complete Disabled Veteran Business Enterprise Declarations (STD 843) when a DVBE Contractor or subcontractor will provide materials, supplies, services or equipment and include it with the bid response.

The STD 843 Disabled Veteran Business Enterprise Declarations form can be found at:

https://www.documents.dgs.ca.gov/dgs/fmc/gs/pd/pd_843.pdf

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ATTACHMENT 5

(if applicable)

BIDDER DECLARATION FORM (GSPD-05-105)

All bidders must complete the Bidder Declaration Form (GSPD-05-105) and include it with the bid response.

The Bidder Declaration Form can be found at:

https://www.documents.dgs.ca.gov/dgs/fmc/gs/pd/gspd05-105.pdf

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ATTACHMENT 6

DARFUR CONTRACTING ACT VENDOR CERTIFICATION

Pursuant to Public Contract Code Section 10478, if a bidder or proposer currently, or within the previous three (3) years, has had business activities or other operations outside of the United States, it must certify that it is not a "***scrutinized company"*** as defined in Public Contract Code Section 10476 **(see attached definition).**

Therefore, to be eligible to submit a bid or proposal, please complete the company/vendor information and one of the three following clauses (**NOTE:** Clause #1 requires initials only; Clause #2 requires initials only; Clause #3 requires initials and a certification signature):

DATE	FEDERAL ID NUMBER
PRINTED COMPANY / VENDOR NAME	
PRINTED NAME AND TITLE OF AUTHORIZED PERSON INITIALING AN OPTION BELOW	

Complete ONLY ONE of the following:

1. _____ Initials only — We do not currently have, and have not had within the previous three (3) years, business activities or other operations outside of the United States.

OR

2. _____ Initials only — We are a *scrutinized company* as defined in Public Contract Code Section 10476, but we have received written permission from the Department of General Services (DGS) to submit a bid or proposal pursuant to Public Contract Code Section10477(b). **A copy of the written permission from DGS is included with our bid or proposal.**

OR

3. _____ Initials **+ certification below** — We currently have, or we have had within the previous three (3) years, business activities or other operations outside of the United States, but we certify below that we are not a *scrutinized company* as defined in Public Contract Code Section 10476.

CERTIFICATION for #3

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective proposer/bidder to the clause listed above in #3. This certification is made under the laws of the State of California.

BY (AUTHORIZED SIGNATURE)	
PRINTED NAME AND TITLE OF AUTHORIZED PERSON SIGNING	
DATE EXECUTED	EXECUTED IN THE COUNTY AND STATE OF

ATTACHMENT 6

DEFINITION of SCRUTINIZED COMPANY
PUBLIC CONTRACT CODE SECTION 10476
10476. As used in this article, the following definition applies:

"Scrutinized company" means a company in Sudan that is involved in power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, but **excludes a company that can demonstrate any of the following:**

(a) Its business operations are conducted under contract directly and exclusively with the regional government of southern Sudan.

(b) Its business operations are conducted under a license from the Office of Foreign Assets Control or are expressly exempted under federal law from the requirement to be conducted under such a license.

(c) Its business operations consist of providing goods or services to marginalized populations of Sudan.

(d) Its business operations exclusively consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization.

(e) Its business operations consist of providing goods or services that are used only to promote health or education.

(f) Its business operations with the Government of Sudan will be voluntarily suspended for the entire duration of the contract for goods or services for which they have bid on, or submitted a proposal for, a contract with a state agency.

(g) It has adopted, publicized, and is implementing a formal plan to cease business operations within one year and to refrain from conducting any new business operations.

ATTACHMENT 7

PAYEE DATA RECORD (STD 204)

All bidders must complete the Payee Data Record (STD 204) and include it with the bid response.

The Payee Data Record (STD 204) is available at the following website:

http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf

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ATTACHMENT 8

CONTRACTOR CERTIFICATION CLAUSES (CCC 04/2017)

All bidders must complete the Contractor Certification Clauses form (CCC 04/2017) and include it with the bid response.

The Contractor Certification Clauses Form (CCC 04/2017) is available at the following website:

https://www.dgs.ca.gov/-/media/Divisions/OLS/Resources/CCC-042017.pdf?la=en&hash=4DE3E4DC414511AE378794200BA43EBF91C758EE

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ATTACHMENT 9

(if applicable)

TARGET AREA CONTRACT PREFERENCE ACT (TACPA)

Bidders must submit with the bid response proof that they qualify under the Target Area Contract Preference Act (TACPA) to claim these incentives.

For more information:

https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Request-Target-Area-Contract-Preference

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ATTACHMENT 10

(if applicable)

CALIFORNIA CIVIL RIGHTS LAWS ATTACHMENT

All bidders must complete the California Civil Rights Laws Attachment and include it with the bid response.

The California Civil Rights Laws Attachment is available at the following website:

https://www.documents.dgs.ca.gov/dgs/FMC/DGS/OLS004.pdf

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ATTACHMENT 11

Non-Collusion for Public Works

NON-COLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID FOR PUBLIC WORKS
(Rev 04/22)

The undersigned declares:

I am the_____of_____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on (date), at (city), (state).

Signed:_____
Print/Type Name

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ATTACHMENT 12

(if applicable)

QUOTES FROM SB/DVBE SUBCONTRACTORS

All bidders must complete the Quotes from SB/DVBE Subcontractors and include it with the bid response.

Quotes should be on Subcontractor letterhead.

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SAMPLE AGREEMENT

F. Proposed Form of Agreement

The following pages represent a sample of the agreement that will be awarded, if any, from this IFB. Please review it carefully and present any questions in writing to the contact person identified on the cover letter for this IFB.

SCO ID: 3540-4CA07638

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
4CA07638	

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

CONTRACTING AGENCY NAME

California Department of Forestry and Fire Protection (CAL FIRE)

CONTRACTOR NAME

TBD

2. The term of this Agreement is:

START DATE

September 01, 2026 (estimated date) or upon approval by California Department of General Services (DGS), whichever is later

THROUGH END DATE

August 31, 2029 (estimated date)

3. The maximum amount of this Agreement is:

TBD

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

	Exhibits	Title	Pages
	Exhibit A	Scope of Work	3
	Exhibit B	Budget Detail and Payment Provisions	5
	Exhibit C *	General Terms and Conditions (GTC 02/2025)	--
+ -	Exhibit D	Special Terms and Conditions	4
+ -	Exhibit E	Additional Provisions	9
+ -	Exhibit F	Camp Access	2
+ -	Attachment 1	Rate Sheet (to be attached upon award)	1
+ -	Attachment 2	GSPD-05-105 Bidder Declaration (to be attached upon award)	1

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

TBD

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP

PRINTED NAME OF PERSON SIGNING	TITLE
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED

Sample

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
4CA07638	

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME			
California Department of Forestry and Fire Protection (CAL FIRE)			
CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
P.O. Box 944246	Sacramento	CA	94244
PRINTED NAME OF PERSON SIGNING	TITLE		
TBD			
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)		

Sample

EXHIBIT A
(Scope of Work)

SCOPE OF WORK

1. Contractor agrees to provide to the California Department of Forestry and Fire Protection (CAL FIRE) Septic Maintenance and Repairs Services, as described herein:

   Contractor shall provide all materials, labor, equipment, tools, permits, taxes, transportation, and fees to provide septic system inspection, maintenance, repairs, and emergency services for multiple CAL FIRE state-owned fire stations, covering septic tanks, lift pumps, still wells, distribution boxes, grease traps, Leach Fields and pits, ponds, spray fields, and associated equipment.

   The services are necessary to ensure all of CAL FIRE MMU septic systems are up to standard to prevent future system failure and maintain operational readiness.

2. The Agreement may be amended to increase services at the rate(s) specified in **Attachment 1, Rate Sheet**.

3. Subcontracting is permitted under this Agreement if subcontractors are included on the **Bidder Declaration (GSPD-05-105), Attachment 2.**

4. The services shall be performed at the following Madera-Mariposa-Merced (MMU) locations:

   Ahwahnee Fire Station - 43033 Highway 49 South Ahwahnee, CA 93601

   Bass Lake Fire Station - 38333 Road 223 Bass Lake, CA 93604

   Cathey's Valley Fire Station - 2203 Highway 140 Cathey's Valley, CA 95306

   Coarsegold Fire Station - 34555 Highway 41 Coarsegold, CA 93614

   Coulterville Fire Station - 10508 Highway 49 North Coulterville, CA 95311

   Hornitos Fire Station - 3004 Bear Valley Road Hornitos, CA 95325

   Los Banos Fire Station - 31011 West Gonzaga Road Santa Nella, CA 95322

   Mount Bullion Camp - 5730 Mount Bullion Ridge Road Mariposa, CA 95338

   Rancheria Fire Station - 53488 Road 200 O'Neals, CA 93645

   Raymond Fire Station - 34951 Road 606 Raymond, CA 93653

   USONA Fire Station - 2629 Highway 49 South Mariposa, CA 95338

5. Any reference to CAL FIRE Project Representative shall also include their designee.

6. This Agreement will commence on **September 01, 2026 (estimated date),** or upon approval by the California Department of General Services (DGS), whichever is later, and no work shall begin before that time. This Agreement is of no effect unless approved by DGS. Contractor shall not receive payment for work performed prior to approval of the Agreement and before receipt of notice to proceed by CAL FIRE Project Representative. This Agreement shall expire on **August 31, 2029 (estimated date)**. The services shall be provided during normal working hours, Monday through Friday, 8:00 a.m. to 5:00 p.m., except State holidays. The parties may amend this Agreement as permitted by law.

7. The Project Representatives during the term of this agreement will be:

California Department of Forestry and Fire Protection (CAL FIRE)	Contractor: TBD
Name:	Project Representative:
Address: (Street Address, City State, Zip Code)	Address: (Street Address, City State, Zip Code)
Phone:	Phone:
Email:	Email:

Sample

EXHIBIT A
(Scope of Work)

8. Inspection and Monitoring

Contractor shall complete the following:

A. Inspections of septic tanks, lift pumps, still wells, distribution boxes, grease traps, Leach Fields/pits, ponds, and spray fields.

B. Testing for proper function of pumps, filters, and electrical components.

C. Evaluation of sludge, grease, and scum levels inside tanks and grease traps.

D. Groundwater contamination risk assessment due to excessive usage or failure.

9. Routine Maintenance

Contractor shall complete the following:

A. Septic Tanks: Scheduled pumping and cleaning based on fire station occupancy.

B. Lift Pumps: Calibration, cleaning, and replacement of worn components.

C. Still Wells: Inspection and sediment removal to maintain system efficiency.

D. Distribution Boxes: Clearing blockages and ensuring proper wastewater distribution.

E. Grease Traps: Cleaning and removal of built-up grease to prevent blockages.

F. Leach Fields and pits: Soil percolation testing and maintenance of drainage capabilities.

G. Ponds and Spray Fields: Inspection and repair or replacement of worn components.

H. Hydro-jetting pipes for smooth wastewater flow.

I. Periodic bacterial treatments to ensure breakdown efficiency.

10. Emergency Response & Repairs

Contractor shall complete the following:

A. Be available to provide emergency services twenty-four hours per day, seven days per week (24/7) for septic failures, pump malfunctions, or wastewater backups.

B. Rapid repair or replacement of damaged pumps, filters, and electrical components.

C. Leak detection and repair in septic tanks, distribution boxes, grease traps, still wells and associated equipment.

D. Immediate response protocol for contamination incidents in Leach Fields, ponds, or spray fields.

E. Replacement parts shall be charged at the Contractor's cost with no additional mark-up allowed, or CAL FIRE may elect to purchase parts itself, as determined by the CAL FIRE Project Representative.

11. Compliance & Reporting

Contractor shall complete the following:

A. Adherence to California environmental and health regulations for wastewater systems.

B. Provide Certification of Compliance following each inspection to the CAL FIRE Project Representative.

C. Provide detailed service reports on repairs, upgrades, and preventative measures to the CAL FIRE Project Representative.

12. <u>Preservation of CAL FIRE Property</u>

A. Contractor shall ensure that only qualified and competent employee(s) are permitted on the job site and that the work shall be safely performed by the highest industry standards. Contractor shall take all the necessary precautions to prevent injury or hazard to CAL FIRE employee(s), invitee(s) and /or the general public.

B. Contractor shall conduct its operation as to avoid damage to the property of CAL FIRE or to adjacent property. If any property is damaged by reason of the Contractor's operation(s), such property shall be replaced or restored at Contractor's sole expense and to the satisfaction of CAL FIRE and /or the property owner.

Sample

EXHIBIT A
(Scope of Work)

C. Contractor shall comply with all applicable federal, state, county, city, and municipal laws, ordinances, rules, and regulations which in any manner affect those engaged or employed in the work to be performed.

D. Contractor shall avoid causing unreasonable inconvenience to any person(s) doing business on CAL FIRE property. In the event Contractor's operation creates a condition hazardous to CAL FIRE property occupants or the general public, Contractor shall provide warning signs alerting to any dangerous conditions at Contractor's own expense and with no cost to CAL FIRE.

E. Contractor shall obtain and pay all permits and licenses, registrations and certificated required by local's ordinances.

F. Contractor shall only provide one service staff (employee) to report for each service call unless CAL FIRE Contract Manager approved in advance for an additional service staff or employee.

13. <u>Work Site Clean-Up</u>

A. Contractor shall own and assume all responsibility for all litter, waste, debris, and similar materials arising from or produced by the work performed under this Agreement. Contractor shall clean and keep the area in orderly, safe, and clean condition, including, but not limited to spills and smudges. If the work site is not left in a clean and orderly condition, Contractor shall be called back to correct the condition at no extra cost to CAL FIRE.

B. Contractor shall promptly remove such litter, waste, debris, and other materials produced during this work and legally disposes of them at no additional cost to CAL FIRE. No such litter, waste, debris, and other materials shall be deposited in any CAL FIRE dumpsters without advance written permission of CAL FIRE Contract Manager.

C. Such litter, waste, debris, and other materials is not expected to include hazardous waste. However, if hazardous waste is encountered, Contractor will notify the CAL FIRE Contract Manager. CAL FIRE Contract Manger may direct that to the CAL FIRE hazardous waste removal contractor process and dispose of the hazardous waste.

Sample

EXHIBIT B
(Budget Detail and Payment Provisions)

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

A. For services satisfactorily completed in accordance with the terms and conditions stated herein, and upon receipt and approval of the invoice(s), the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the specified as follows: attached hereto as **Attachment 1 – Rate Sheet** and made a part of this Agreement.

B. Contractor shall submit, in arrears, not more frequently than once a month, and no less than quarterly, an invoice to CAL FIRE for cost incurred pursuant to the agreement. In addition, each invoice shall contain the following information:

C. Each Invoice shall include:

1) The agreement number **4CA07638**.

2) The dates or time-period which the invoiced costs were incurred.

3) Description of service, quantity, rate, and total for the current invoice.

4) Certified Small Business or DVBE #, if applicable.

D. Invoice(s) shall be submitted to:

California Department of Forestry and Fire Protection
Attention: **TBD**
Street Address/P.O. Box
City, State, Zip
Phone Number
Email

E. Contractor shall submit a copy of the Prime Contractor's **DVBE Subcontracting Report form (STD 817)** for verification by CAL FIRE Project Representative with each invoice submitted at Fiscal Year End (June 30th) and with final invoice.

F. Contractor agrees to certify on Prime Contractor's Certification DVBE Subcontractor Report, **Form STD 817,** that DVBE subcontractor participation under this agreement is in compliance with the goals specified at the time of award of contract or with any subsequent amendment. If for this Contract the Contractor made a commitment to achieve the DVBE participation goal, the Department will withhold **$10,000.00** from the final payment, or the full final payment if less than **$10,000.00**, until the Contractor complies with the certification requirements of Military and Veterans Code Section 999.5. A Contractor that fails to comply with the certification requirement shall, after notice, be allowed to cure the defect. Notwithstanding any other law, if, after at least 15 calendar days but not more than 30 calendar days from the date of notice, the prime contractor refuses to comply with the certification requirements, the department shall permanently deduct **$10,000.00** from the final payment, or the full payment if less than **$10,000.00**. The Contractor shall provide proof of payment for the work performed by the DVBE subcontractor(s) upon Department's request.

2. Budget Contingency Clause

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

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

Sample

EXHIBIT B
(Budget Detail and Payment Provisions)

3. Prompt Payment Clause

A. Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927. In the event of an emergency, as defined in section 927.11, late payment penalties may not apply. Specific to CAL FIRE, if an invoice from a business under contract with CAL FIRE becomes subject to late payment penalties during the annually declared fire season, then the required payment approval date shall extend 30 calendar days beyond the initial 45-day period, except in the case of a contract with a certified small business, a certified Disabled Veteran Business Enterprise, a non-profit organization, or a non-profit public benefit corporation.

B. Pursuant to Public Contract Code Section 10262, Contractor shall pay its Subcontractor(s) within seven (7) calendar days from receipt of each payment made to Contractor by CAL FIRE.

C. Failure of Contractor adhering to Public Contract Code Section 10262 may result in termination of this Agreement per Public Contract Code Section 10253 and disciplinary action by the Contractors State License Board may be implemented.

D. Any subcontract entered into as a result of this Agreement shall contain all the provisions of this clause.

4. Cost Limitation

A. Total amount of this Agreement shall not exceed **$TBD**.

B. It is understood and agreed that this total is an estimate, and that CAL FIRE will pay only for those services actually rendered as authorized by CAL FIRE Project Representative up to the total amount set forth in **Section 4A,** above.

5. Costs Included in Bid Rates

A. The cost of employer payments to or on behalf of employees, subsistence, travel, compensation insurance premiums, unemployment contributions, social security taxes, Agreement bond premiums, and any other taxes or assessments including sales and use taxes required by law or otherwise shall be included in the Agreement rates and no additional allowance will be made thereof, unless separate payment provision should specifically so provide.

B. Contractor shall make travel and subsistence payments to each worker in compliance with Labor Code Sections 1773.1 and 1773.9. Travel and subsistence requirements are available on the of Department of Industrial Relations (DIR) website at https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm.

6. Payroll Records

A. Contractor and each Subcontractor shall comply with the following provisions. Contractor shall be responsible for compliance by its Subcontractors.

1) Each Contractor and Subcontractor shall keep accurate payroll records and supporting documents as mandated by Section 1776 of the California Labor Code and as defined in Section 16000 of Title 8 of the California Code of Regulations, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor or Subcontractor in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

a) The information contained in the payroll record is true and correct.

b) The employer has complied with the requirements of Labor Code Sections 1771, 1811, and 1815 for any work performed by its employees on the public works project.

2) The payroll records enumerated under **paragraph 1)** above**,** shall be certified. The certified payrolls and records related to employee wages, fringe benefits, payroll tax and deductions shall be available for inspection and copying by CAL FIRE project Representative at all reasonable hours at Contractor's principal office. Certified payrolls shall be made available as follows:

Sample

EXHIBIT B
(Budget Detail and Payment Provisions)

a) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.

b) A certified copy of all payroll records enumerated in **paragraph 1)** above, shall be made available for inspection or furnished upon request to a representative of CAL FIRE, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the of Industrial Relations. Certified payrolls submitted to CAL FIRE, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards shall not be altered or obliterated by Contractor.

3) Each Contractor shall submit a certified copy of the records enumerated in **paragraph 1)** above, to the entity that requested the records within 10 days after receipt of a written request.

4) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by CAL FIRE shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address and social security number. The name and address of Contractor awarded the Agreement or performing the Agreement shall not be marked or obliterated.

5) Contractor shall inform CAL FIRE of the location of the records enumerated under **paragraph 1)**, above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.

6) Contractor or Subcontractor shall have 10 days in which to comply subsequent to receipt of written notice requesting the records enumerated in **paragraph 1)**, above. In the event Contractor or Subcontractor fails to comply within the 10-day period, it shall, as a penalty to CAL FIRE, forfeit $100 for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by CAL FIRE from payments then due. A Contractor is not subject to a penalty assessment pursuant to this section due to the failure of a Subcontractor to comply with this section.

B. The penalties specified in **paragraph 6)**, above, for noncompliance with the provisions of said Labor Code Section 1776 will be deducted from any monies due or which may become due to Contractor. Penalties assessed for failure to submit certified payrolls are forfeitures and not retentions that will be returned to Contractor.

C. Payrolls shall contain the full name, address and social security number of each employee, the correct work classification (including apprentices, if applicable), rate of pay, daily and weekly number of hours worked, itemized deductions made, and actual wages paid. The payroll shall be signed by the employer or employer's agent indicating that the payrolls are correct and complete and that the wage rates contained therein are not less than those required by the Agreement. Contractor shall be responsible for the submission of copies of payrolls of all Subcontractors.

D. Contractor and each Subcontractor shall preserve their payroll records for a period of three (3) years from the date of completion of the Agreement.

E. Contractor shall submit a certified copy of all payroll records for verification by CAL FIRE Contract Representative with each invoice. When progress payments are called for, Contractor shall submit a certified copy of all payroll records for verification for the work completed to date with each invoice. Delinquent or inadequate certified payrolls or other required documents will result in the withholding of payment until such documents are submitted by Contractor.

F. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this clause.

7. <u>Penalty</u>

G. Contractor and any Subcontractor under Contractor shall comply with Labor Code Sections 1774 and 1775. In accordance with said Labor Code Section 1775, Contractor shall forfeit, as a penalty to CAL FIRE, not more than $200.00 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates for such work or craft in which such worker is employed for any public work done under the Agreement by Contractor, or by any Subcontractor, in violation of the provisions of the Labor Code and, in particular, Labor Code Sections 1775 to 1780, inclusive.

Sample

EXHIBIT B
(Budget Detail and Payment Provisions)

H. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of Contractor or Subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of Contractor or Subcontractor in meeting his or her prevailing wage obligations, or a Contractor's willful failure to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if Contractor or Subcontractor had knowledge of the obligations under the Labor Code. Any Contractor that executes and receives a copy of this Agreement is deemed to have knowledge of his or her obligations regarding the Labor Code's prevailing wage requirements. In addition to the penalty and pursuant to Labor Code Section 1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate shall be paid to each worker by Contractor or Subcontractor.

I. If a worker employed by a Subcontractor on a public works project is not paid the general prevailing per diem wages by the Subcontractor, Prime Contractor of the project is not liable for any penalties described above unless Prime Contractor had knowledge of that failure of the Subcontractor to pay the specified prevailing rate of wages to those workers or unless Prime Contractor fails to comply with all of the following requirements:

   1) The Agreement executed between Contractor and the Subcontractor for the performance of work on the public works project shall include a copy of the provisions of Sections 1771, 1775, 1776, 1777.5, 1813 and 1815 of the Labor Code.

   2) Contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the Subcontractor to the employees by periodic review of the certified payroll records of the Subcontractor.

   3) Upon becoming aware of the failure of the Subcontractor to pay his or her workers the specific prevailing rate of wage, Contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited, to retaining sufficient funds due the Subcontractor for work performed on the public works project.

   4) Prior to making final payment to the Subcontractor for work performed on the public works project, Contractor shall obtain an affidavit signed under penalty of perjury for the Subcontractor that the Subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amounts due pursuant to Labor Code Section 1813.

J. Pursuant to Labor Code Section 1775, CAL FIRE shall notify Contractor on a public works project within fifteen (15) days of receipt of a complaint that a Subcontractor has failed to pay workers the general prevailing rate of per diem wages.

K. If CAL FIRE determines that employees of a Subcontractor were not paid the general prevailing rate of per diem wages and if CAL FIRE did not retain sufficient money under the Agreement to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, Contractor shall withhold an amount of moneys due the Subcontractor sufficient to pay those employees the general prevailing rate of per diem wages if requested by CAL FIRE.

L. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this clause.

8. <u>State General Prevailing Wage Rates</u>

Contractor agrees to comply with all of the applicable provisions of the Labor Code including those provisions requiring the payment of not less than the general prevailing rate of wages. Contractor further agrees to the penalties and forfeitures provided in said Code in the event a violation of any of the provisions occurs in the execution of this Agreement.

9. <u>State Prevailing Wage Rate Determinations</u>

A. The General Prevailing Wage Rate determinations are made a specific part of this Agreement by reference pursuant to Labor Code Section 1773.2. Any special wage rate determinations applicable to this project are attached.

B. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the DIR website at: https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm.

Sample

EXHIBIT B
(Budget Detail and Payment Provisions)

C. After award of the Agreement, and prior to commencing work, all applicable General Prevailing Wage Rate Determinations are to be obtained by Contractor from DIR. These wage rate determinations are to be posted by Contractor at the job site in accordance with Labor Code Section 1773.2.

10. Hours of Labor

D. Eight (8) hours labor constitutes a legal day's work. Contractor shall forfeit, as a penalty to CAL FIRE, $25 for each worker employed in the execution of the Agreement by Contractor or any Subcontractor under Contractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of the Labor Code, and in particular Labor Code Sections 1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half times the basic rate of pay, as provided in Section 1815.

E. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this clause.

11. Employment of Apprentices

F. Contractor and any Subcontractors shall comply with all applicable requirements of Labor Code Sections 1777.5, 1777.6 and 1777.7 in the employment of apprentices.

G. Contractors and Subcontractors are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, Contractors and Subcontractors are advised to contact the State Division of Apprenticeship Standards, P. O. Box 420603, San Francisco, California 94142-0603, or one of its branch offices, for additional information regarding the employment of apprentices and for the specific journey-to-apprentice ratios for the Agreement work. Prime Contractor is responsible for all Subcontractors' compliance with these requirements. Penalties for failure to comply with apprenticeship requirements are specified in Labor Code Section 1777.7.

H. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this clause.

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EXHIBIT D
(Special Terms and Conditions)

SPECIAL TERMS AND CONDITIONS

1. Excise Tax

The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

2. Settlement of Disputes

A. In the event of a dispute, within 10 days of discovery of the problem, Contractor shall file a "Notice of Dispute" with:

California Department of Forestry and Fire Protection
Attention: CAL FIRE Project Representative
P.O. Box 944246
Sacramento, CA 94244-2460

B. Within 10 days of CAL FIRE receiving Contractor's notice, the Contracts Representative or designee shall advise Contractor of the findings and recommend a method to resolve the dispute. Decision of the Contracts Representative or designee shall be final.

C. In the event of a dispute, the language contained within this Agreement shall prevail over any other language including that of the bid proposal.

3. Right to Terminate

A. Termination for Cause

The agreement can be immediately terminated for cause. (Refer to GTC, Exhibit C, Item 7. Termination for Cause)

B. Termination without Cause

The State reserves the right to terminate this agreement subject to 30 days written notice to the Contractor. Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

4. Retention of Records/ Audits

A. Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor 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, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement (GC § 8546.7, PCC § 10115 et seq., CCR Title 2, §1896). Contractor shall comply with the above and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in PCC § 10115.10.

B. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this clause.

5. Subcontractors

A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between CAL FIRE and any Subcontractors, and no subcontract shall relieve Contractor of its responsibilities and obligations hereunder. Contractor agrees to be as fully responsible to CAL FIRE for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Contractor. Contractor's obligation to pay its Subcontractors is an independent obligation from CAL FIRE obligation to make payments to Contractor.

Sample

EXHIBIT D
(Special Terms and Conditions)

B. Contractor shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted, except for Subcontractors listed on **the Bidder Declaration (GSPD-05-105), Attachment 2.**

C. Any substitution of Subcontractors shall comply with the requirements of Public Contract Code Sections 4100 et seq. and must be approved in writing by CAL FIRE Project Representative in advance of assigning work to a substitute Subcontractor.

6. Substitutions of DVBEs

A. DVBE Subcontractors shall be used per the California Code of Regulations (CCR), Title 2, Section 1896.70 unless a substitution is approved in writing by CAL FIRE. A DVBE Subcontractor shall be replaced by another DVBE to perform the work originally stated. The substitution shall maintain, at minimum, the level of participation goal stated in the bid.

B. Contractor shall simultaneously notify the CAL FIRE Small Business Advocate at sbdvbe.advocate@fire.ca.gov.

7. DVBE Participation (Without Goals)

CAL FIRE has established no goals for the DVBE participation for this Agreement. However, Contractor shall be fully informed respecting the California Public Contract Code Sections 10115 et seq., which is incorporated by reference. Contractor is urged to obtain DVBE Subcontractor participation should clearly defined portions of the work become available.

8. Non-Solicitation

Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained or contracted by Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

9. Laws to be Observed

Contractor shall keep fully informed of all existing and future State and Federal laws and county and municipal ordinances and regulations which in any manner affect those engaged or employed in the work, the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Contractor shall at all times observe and comply with and shall cause all agents and employees to observe and comply with, all such existing and future laws, ordinances, regulations, orders, and decrees of bodies or tribunals having any jurisdiction or authority over the Agreement. Contractor shall protect and indemnify the State of California and all officers and employees thereof connected with the work against any claim, injury, or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by Contractor, its Subcontractor(s), or an employee(s). If any discrepancy or inconsistency is discovered in the plans, drawings, specification, or Agreement for the work in relation to any such law, ordinance, regulation, order, or decree, Contractor shall immediately report the same to CAL FIRE Project Representative in writing.

10. Specific Legal References

Any reference to specific statutes, regulations, or other legal authority in this Agreement shall not relieve Contractor from the responsibility of complying with all existing and future laws, ordinances, regulations, orders, and decrees of bodies or tribunals having any jurisdiction or authority over the Agreement.

11. Equipment Indemnification

A. Contractor shall indemnify CAL FIRE for any claims against CAL FIRE for loss or damage to Contractor's property or equipment during its use under this Agreement and shall, at Contractor's own expense, maintain such fire, theft, liability, or other insurance as deemed necessary for this protection. Contractor assumes all responsibility which may be imposed by law for property damage or personal injuries caused by defective equipment furnished under this Agreement or by operations of Contractor or Contractor's employees under this Agreement.

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EXHIBIT D
(Special Terms and Conditions)

B. Any subcontract entered into as a result of this Agreement shall contain all the provisions of this clause.

12. Evaluation of Contractor

Performance of the Contractor under this Agreement will be evaluated. The evaluation shall be prepared on Contract/Contractor Evaluation Sheet (STD 4) and maintained in the Agreement file. For consultant agreements, a copy of the evaluation will be sent to the California Department of General Services, Office of Legal Services, if it is negative and over $5,000.00.

13. Agency Liability

The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

14. Force Majeure

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

15. Employment of Undocumented Workers

By signing this Agreement, Contractor swears or affirms that it has not, in the preceding five (5) years, been convicted of violating a State or Federal law relative to the employment of undocumented workers.

16. Contractor Name Change

Contractor shall provide a written notice to the State at least 30 days prior to any changes to the Contractor's current legal name.

17. Bonds (Service Request)

Prior to commencement of work under this Service Request, Contractor shall submit a Payment Bond for 100 percent (100%) of the total Service Request price, if the Service Request price exceeds **$25,000.00**. The Payment Bond is due prior to the start date of the Service Request. No work may commence without receipt of a valid Payment Bond as noted herein.

18. Target Area Contract Preference Act

A. This portion of the Agreement applies only to Contractors who are certified and participating in the TACPA Preference Program established by Government Code Section 4530 et seq. when performing work at a work site location in a qualified distressed area.

B. Each IFB or RFP for goods, in which the cost is estimated to be in excess of **$100,000.00**, except when the work site is fixed by the terms of the contract, should contain a provision applying work site and hiring preferences, as applicable, to eligible California-based firms. Bidders and proposers may apply for such preferences by means of a **Target Area Contract Preference Request**, **STD 830S** for services (2 CCR § 1896 et seq., see also SCM 1, chapter 8.30).

19. Assumption of Risk and Indemnification Regarding Exposure to Environmental Health Hazards

In addition to, and not a limitation of, Contractor's indemnification obligations contained elsewhere in this Agreement, Contractor hereby assumes all risks of the consequences of exposure of Contractor's employees, agents, Subcontractors, Subcontractors' employees, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, to any and all environmental health hazards, local and otherwise, in connection with the performance of this Agreement. Such hazards include, but are not limited to, bodily injury and/or death resulting in whole or in part from exposure to infectious agents and/or pathogens of any type, kind, or origin. Contractor also agrees to take all appropriate safety precautions to prevent any

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EXHIBIT D
(Special Terms and Conditions)

such exposure to Contractor's employees, agents, Subcontractors, Subcontractors' employees, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement. Contractor also agrees to indemnify and hold harmless CAL FIRE, the State of California, and each and all of their officers, agents and employees, from any and all claims and/or losses accruing or resulting from such exposure. Except as provided by law, Contractor also agrees that the provisions of this paragraph shall apply regardless of the existence or degree of negligence or fault on the part of CAL FIRE, the State of California, and/or any of their officers, agents and/or employees.

20. Mandatory Organic Waste Recycling

It is understood and agreed that pursuant to Public Resources Code Sections 42649.8 et seq., if Contractor generates four (4) cubic yards or more of organic waste or commercial solid waste per week, Contractor shall arrange for organic waste or commercial waste recycling services that separate/source organic waste for organic waste recycling. Contractor shall provide proof of compliance, i.e. organic waste recycling services or commercial waste recycling services that separate/source organic waste recycling, upon request from CAL FIRE.

21. Health and Safety

A. Contractor and all subcontractors shall abide by all health and safety mandates issued by federal, state, and local governments and/or public health officers as well as those issued by CAL FIRE, and worksite specific mandates. If multiple mandates exist, the Contractor and subcontractors shall abide by the most restrictive mandate. The term "employee", "worker", "state worker" or "state employee" in health and safety mandates includes contractor and subcontractor personnel.

B. Costs associated with adhering to health and safety mandates are the responsibility of the Contractor. Contractor is responsible for the tracking and compliance of health and safety mandates and may be audited upon request.

22. Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

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EXHIBIT E
(Additional Provisions)

ADDITIONAL PROVISIONS

1. Insurance Requirements

A. General Provisions Applying to All Policies

1) Deductible and Premiums

a) Contractor is responsible for any deductible or self-insured retention contained within the insurance program.

b) The Department will not provide for nor compensate Contractor for any insurance premiums or costs for any type or amount of insurance.

2) Coverage Term and Policy Cancellation or Termination:

a) Coverage must be in force for the complete term of this Agreement. If insurance expires during the term of this Agreement, a new certificate must be received by CAL FIRE project representative at least ten (10) days prior to the expiration of the insurance. Any new insurance must continue to comply with the original terms of this Agreement.

b) Contractor shall provide, to CAL FIRE project representative within five (5) business days, following receipt by Contactor, a copy of any cancellation or non-renewal of insurance required by this Agreement. In the event Contractor fails to keep, in effect at all times, the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event, subject to the provisions of this Agreement.

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

4) Endorsements: Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.

5) The Department will not provide for nor compensate Contractor for any insurance premiums or costs for any type or amount of insurance.

6) Insurance Carrier Required Rating: All insurance companies must carry a rating acceptable to the Department of General Services, Office of Risk and Insurance Management (ORIM). If Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required. Department of General Services, ORIM Website: https://www.dgs.ca.gov/ORIM.

7) When Contractor submits a signed contract to the State, Contractor shall furnish to the State a certificate of insurance stating that all required insurance is in effect for the Contractor.

B. General and Commercial Liability Insurance

1) Contractor shall provide commercial general liability insurance of not less than **$1,000,000.00** per occurrence for bodily injury and property damage liability combined in effect for the Contractor.

2) 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 an insured Agreement. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to Contractor's limit of liability.

3) The certificate of insurance will include the following provision in its entirety:

The State of California, its officers, agents and employees are included as additional insured, but only with respect to work performed for the State of California under the contract.

4) The additional insured endorsement must accompany the certificate of insurance.

Sample

EXHIBIT E
(Additional Provisions)

5) This endorsement must be supplied under form acceptable to the Department of General Services, Office of Risk and Insurance Management.

C. Worker's Compensation Insurance

Contractor shall provide Worker's Compensation Insurance with Waiver of Subrogation in favor of the State of California. Employer's liability shall be not less than **$1,000,000.00**. The following clause should be included: "Waiver of Subrogation in favor of the State of California or in favor of CAL FIRE:" By signing this Agreement, the Contractor hereby warrants that it carries Workers' Compensation Insurance on all of its employees who will be engaged in the performance of this Agreement. If Staff provided by the Contractor is defined as independent contractors, this clause does not apply.

D. Commercial Automobile Insurance on Owned, Hired, and Non-Owned vehicles.

Contractor shall provide Commercial Automobile Insurance on Owned, Hired, and Non-Owned vehicles of not less than **$1,000,000.00** policy. The same additional insured designation and endorsement required for general liability is to be provided for this coverage.

E. Available Coverages/Limits

In the event the insurance coverages obtained by Contractor is broader in scope than, and/or the limits are higher than, those required under the contract, all such broader coverage and/or higher limits available to Contractor shall also be available and applicable to the State.

2. Regulations

A. Contractor shall observe and comply with all federal, state, city, and county laws, rules or regulations affecting the work. Any work done that does not comply with any laws, rules, or regulations will be remedied at the Contractor's expense.

B. Contractor shall cooperate with the CAL FIRE authorities and shall observe and comply with all regulations presently in force on CAL FIRE grounds.

3. Americans with Disabilities Act

By signing this contract, the contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 USC § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as with all applicable regulations and guidelines issued pursuant to the ADA.

4. Motor Carrier Permit Requirements

A. Contractor must have a valid Motor Carrier Permit(s) (MCP) issued from the Department of Motor Vehicles (DMV) for its services as a Motor Carrier of Property under this Agreement. Contractor shall pay any required fees necessary to obtain and maintain in good standing the required MCP(s).

B. The MCP(s) required for the Contractor's Motor Carriers of Property under California Vehicle Code Sections 34601 and 34620 shall be on file with the Contractor for the duration of this Agreement. Upon request of CAL FIRE, the Contractor must immediately provide to CAL FIRE a copy of the required MCP(s).

5. License and Permits

A. Contractor shall be licensed in accordance with the laws of the State of California and shall possess a **(A) General Engineering Contractor, C-36 - Plumbing Contractor, OR a C-42 - Sanitation System Contractor** license issued by the California Contractors State Licensing Board (CSLB).

B. The Contractor shall be an individual or firm currently licensed to do business in California and shall obtain at their expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this contract. The Contractor shall show proof of valid and active Waste Hauler Permit for Septic Pumping and show proof of valid and active Motor Carrier Permit (MCP) through Department of Motor Vehicles (DMV). In the event the Contractor fails to keep in effect at all times all required license(s) and permit(s), the State may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

Sample

EXHIBIT E
(Additional Provisions)

C. If you are a Contractor located within the State of California, a business license from the city/county in which you are headquartered is necessary however, if you are a corporation, a copy of your incorporation documents/letter from the Secretary of State's Office can be submitted. If you are a Contractor outside the State of California, you will need to submit to the CAL FIRE Contracts Unit a copy of your business license or incorporation papers for your respective State showing that your company is in good standing in that state.

D. If Contractor is a California or foreign corporation, Contractor must be registered and active/in good standing with the California Secretary of State.

E. In the event any license(s) and/or permit(s) expire at any time during the term of this Agreement, Contractor agrees to provide CAL FIRE Project Representative a copy of the renewed license(s) and/or permit(s) within 30 days following the expiration date. In the event Contractor fails to keep in effect at all times all required license(s) and permit(s), the State may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

6. <u>Tax Delinquencies Contract Ban</u>

Public Contract Code section 10295.4 provides that a state agency shall not enter into any contract for goods or services with a contractor whose name appears on either list of the 500 largest tax delinquencies pursuant to Section 7063 or 19195 of the Revenue and Taxation Code. This prohibition applies to contracts executed on or after July 1, 2012. FTB and BOE will post and periodically update lists of the 500 largest tax delinquencies on their websites as required by law. Starting July 1, 2012, prior to executing contracts, state agencies must check the FTB and BOE lists to ensure the proposed awardee/vendor is not on either list.

7. <u>Debarment and Suspension Certification</u>

A. Contractor's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that Contractor or any person associated therewith in the capacity of owner, partner, director, officer, or manager:

1) is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

2) has not been suspended, debarred, voluntarily excluded, or determined ineligible by any Federal agency within the past three (3) years;

3) does not have a proposed debarment pending; and

4) has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

B. Any exceptions to this certification must be disclosed to CAL FIRE. Exceptions will not necessarily result in denial of recommendation for award but will be considered in determining bidder responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.

8. <u>Small Business or Disabled Veteran Business Enterprise Certification</u>

Contractor and/or Subcontractor(s) shall maintain its status as a DGS certified SB/MB or DVBE, as applicable, throughout the term of this Agreement.

9. <u>Contractor Registration Program</u>

No Contractor or Subcontractor may be awarded this contract unless registered with the DIR pursuant to Labor Code Section 1725.5.

10. <u>Small Business or Disabled Veteran Business Enterprise Certification</u>

Contractor and/or Subcontractor(s) shall maintain its status as a DGS certified SB/MB or DVBE, as applicable, throughout the term of this Agreement.

Sample

EXHIBIT E
(Additional Provisions)

11. <u>Public Works – Rules/Regulations</u>

A. Contractor shall observe and comply with all federal, state, city, and county laws, rules or regulations affecting the work. Any work done that does not comply with any laws, rules, or regulations will be remedied at the Contractor's expense.

B. Contractor shall cooperate with the Department of Forestry and Fire Protection (CAL FIRE) authorities and shall observe and comply with all regulations presently in force on Department of Forestry and Fire Protection grounds.

C. **Materials**

1) New materials must be used throughout the work incorporated in this contract. Where a particular grade or quality of material is not specified and more than one grade or quality is available to the contractor, the best grade or quality material containing the required characteristics for the purpose intended, normally used in construction of similar work will be used.

2) Contractor must request approval of all alternate materials. Any such requests should be directed to the designated Contract Manager. No additional compensation will be allowed for the installation of approved substitute items.

D. **Storage**

1) When necessary, materials shall be stored in a manner that ensures the preservation of their quality and fitness for the work. When State considers it necessary, materials shall be placed on wooden platforms or other hard clean surfaces and placed under cover. Stored materials shall be available for prompt inspection.

2) In case of suspension of work for any cause, contractor shall be responsible for properly storing all materials, and shall provide suitable drainage and temporary protective structures.

E. **Time**

1) **Schedule**

State will designate the starting day of the contract when contractor shall immediately begin and diligently prosecute the work to completion. Contractor shall coordinate with the CAL FIRE Project Representative to establish a schedule of the work to be performed. This schedule will coordinate any interruptions to State operations if necessary.

2) **Extensions**

Contractor is obligated to satisfactorily complete the work on or before the contract's expiration date. If the work called for under the contract is not completed within the time specified, the State shall have the right to extend or not extend the time limit for its completion as may best serve the interest of the State.

F. **The Work**

1) **Worksite**

a) Contractor shall be responsible for, provide, and maintain all proper temporary walks, roads, guards, railing, lights and warning signs and shall take precautions at all time to avoid injury or damage to any person or any property.

b) No advertising of any description will be permitted in or about the work, except by order of the State.

c) Contractor having control of the work shall clean up the work as it progresses. At frequent intervals and at all times when directed by State, contractor shall remove and dispose of all rubbish, excess excavated material, and debris. Contractor shall protect all adjoining and nearby State and public property, buildings, roads, and streets from dust, dirt, debris, or other nuisance arising out of contractor's operations.

d) At completion the work site shall be cleared of tools, false work, equipment and rubbish and the entire project, including surrounding premises, shall be left in proper, clean condition. Upon completion of the work or as directed, contractor shall replace premises and adjacent property in good condition.

Sample

EXHIBIT E
(Additional Provisions)

e) Contractor shall be entirely responsible for any damage to the property due to hauling or other causes attributable to this work, including roads, curbs, fences, utilities, or other permanent improvements needing to be disturbed to the extent required. All such damaged portions shall be repaired when directed and as required to place them in as good condition as existed before the commencement of the work.

2) **Acceptance**

a) Until the State makes formal acceptance of the work, contractor shall have the charge and care and shall bear the risk of injury or damage to any part of the work by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work.

b) The State will accept work performed under this contract in writing when all work has been completed satisfactorily to the State. In judging the work, no allowance for deviations from the original scope of work will be made unless already approved in writing at the proper times and in the manner called for in the contract.

3) **Rejection**

a) Should any portion of the work or materials fail to comply with the scope of work or provisions listed herein, the work or materials will be rejected. Contractor will immediately correct the work or materials in question, to the satisfaction of the State.

b) Any work done that does not comply with any laws, rules, or regulations will be remedied at contractor's expense.

4) **Guarantees**

a) Contractor shall unconditionally guarantee the work of the contract to be free of defects in workmanship and materials for a period of one year from date of State's acceptance of the work.

b) Contractor shall unconditionally guarantee the work of the contract to be free of defects in workmanship and materials for a period of one year from date of State's acceptance of the work, unless a longer guarantee period is specifically called for. Prime contractor shall be responsible for the one year guarantee and shall sign for the entire work. The guarantee may also be countersigned by the subcontractor.

G. **Liabilities**

1) Contractor shall, at own expense, rebuild, repair, restore, and make well all injuries or damages to any portion of the work before its completion and acceptance.

2) State shall not be answerable or accountable in any manner for any occurrences over which contractor has control and responsibility. This includes injury or damage from any cause that might have been prevented by the contractor or contractor's workers or anyone employed by contractor. Occurrences include but are not limited to injury to any person whether worker or the public, damage to any portion of the work, damage to materials or equipment used, or damage to adjoining property.

3) Contractor shall be responsible for any damage to any person or property resulting from defects, obstructions, or any other cause during the progress of the work at any time before its completion and final acceptance. State may retain money due contractor under the contract until disposition has been made of any suits or claims for damages filed for injuries or damages sustained by contractor, contractor's servants, or agents, provided that sworn statements of these claims are filed with the department or any other appropriate State office.

4) Neither the Director of CAL FIRE nor any other officer or authorized assistant of the department shall be personally responsible for any liability arising under the contract.

Sample

EXHIBIT E
(Additional Provisions)

H. **Changes**

1) **Requests**

a) If any conflict arises between provisions of the plans, specifications, scope of work, and any such law, then contractor shall notify the State at once. Such changes must be approved in writing but do not require a Change Order. All other types of changes will require the issuance of a Change Order duly approved either before making the change or, in the case of emergency changes described below, after the emergency change has been completed.

b) State shall be at liberty to order, in writing, changes in the plans and specifications, or alterations, additions, or omissions in the work at any time prior to the formal completion and acceptance of the work without in any way voiding the contract and the Contractor shall comply with such orders.

c) Any change or deviations from the contract plans and specifications or in the work made without authority in writing from the State will be the responsibility of the Contractor.

d) Whenever the necessity for a change arises either at the request of the Contractor or at the request of the State, the Contractor shall take note that a change is pending and he shall take all necessary steps to halt such other work in the area of change that would be affected by the ultimate change until such time as the change is approved.

2) **Detailed estimates**

a) When a request for a change is made by or received by contractor, the contractor shall prepare a full and completely detailed estimate of cost for the change, including itemized estimates for subcontractors work, and accurate quantities and unit prices for all items to be added or omitted by reason of the change. Changes requiring labor and/or materials over and above quantities originally called for will be paid for as an extra to the contract, while changes resulting in lesser quantities of labor and/or materials shall be credited to the State by contractor.

b) The costs of extra work shall be estimated at current market values to which may be added five percent (5%) for overhead, ten percent (10%) for profit, and one percent (1%) where additional bonding is required. Credit for work omitted shall be on the same basis except that no credit for overhead or bond will be exacted. Unit prices shall be comparable with prices used by the Contractor in the original estimate if requested by the State. Estimates for requested changes shall be submitted promptly and in all cases within fifteen (15) calendar days from the date of request.

3) **Emergency changes**

Changes in the work made necessary due to unexpected or unforeseen site conditions, discovery of errors in plans or specifications requiring immediate clarification in order to avoid a serious work stoppage, or changes of a kind where the extent cannot be determined until completed are types of emergency changes which may be authorized by the State in writing to contractor. The added price or credit for emergency changes shall be determined as provided herein for regularly issued Change Orders. In all such cases the contractor shall comply with the written orders and shall apply for and shall receive a standard form of Change Order as soon as the emergency change has been completed. Compensation for emergency changes will not be due contractor until he receives a confirming Change Order.

4) **Time**

a) Each estimate for a change in the work submitted by the contractor shall state the amount of extra time that should be allowed for making the requested change. If no extra time is requested, it is assumed that the changes will be effected within the originally allotted time for the contract.

b) State will consider all factors in judging the amount of additional time to be allowed by reason of changes in the work and will set forth in the Change Order the amount of extra time that will be allowed for each change.

Sample

EXHIBIT E
(Additional Provisions)

5) **Change orders**

Contractor shall not make any changes other than emergency changes described above until State provides contractor with an approved and signed formal Change Order. State will not recognize any change in the contract sum due contractor until an approved Change Order has been issued in writing on an approved State form. The Change Order must show a full description of the change to be made, the extra time required for making the changes, and the agreed price to be added to or deducted from the contract sum. Drawings with notes and/or specifications accompanying the Change Order shall be deemed a part of the Change Order. Extra work called for by the Change Order shall be performed in accordance with the original contract drawings and specifications, except for the deviations specifically called for by the Change Order.

6) **Failure to Agree**

a) In case contractor and State fail to agree on the extra cost or credit for a proposed change, State may order contractor to proceed with the change in order to avoid a serious work stoppage and the proper cost or credit for the change shall be determined as follows:

b) For added work, contractor shall proceed on a time and material basis, keeping an accurate daily record of the cost of labor and material used under the change and submitting each day's records to the State's representative for review and approval. Upon completion of the change, a Change Order will be issued to contractor based on cost, plus overhead, profit, and bonds.

c) For omitted work, the estimated amount of credit which the State contends is due may be withheld from any payment due contractor. Such sum will be withheld until contractor presents indisputable evidence that the State's estimate is in error.

d) Should contractor fail to establish a valid claim, the entire amount withheld will be retained by the State; but should contractor establish that State's estimate was in error in part or in whole, State shall refund contractor the difference.

I. **Time of Work and Damages**

1) State will designate the starting day of the contract when contractor shall immediately begin and diligently prosecute the work to completion. Contractor is obligated to satisfactorily complete the work on or before the contract's expiration date, to be determined from the number of working days stated in the agreement, plus such days as may be properly allowed by State.

2) If all the work called for under the contract is not finished or completed before the expiration of the contract, State will sustain damage. As it is and will be impracticable and extremely difficult to determine the actual damage which the State will sustain because of any delay, contractor will pay to State liquidated damages of one hundred dollars ($100) per day for each day's delay in finishing the work. If contractor fails to pay liquidated damages, CAL FIRE may deduct from contractor the amount from any money due under the contract. The contractor shall not be assessed liquidated damages for delay in completion of the project when such delay was caused by failure of the public agency or owner of the utility to provide for removal or relocation of utility facilities.

3) If the work called for under the contract is not completed within the time specified, the director shall have the right to extend or not extend the time limit for its completion as may best serve the interest of the State. The director shall further have the right to charge to contractor or Contractor's heirs, assigns, or sureties and to deduct from the final payment for the work, all or any part of the actual cost of engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to the contract, and which accrue during the period of such extension.

4) Contractor shall not be assessed with liquidated damages the cost of engineering and inspection during any delay in the completion of the work caused by acts of God or of the public enemy, acts of State, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusual action of the elements, or delays of subcontractors due to such cause, providing contractor shall notify State in writing of the causes of delay within ten (10) days from the beginning of any such delay. State shall determine the facts and extent of the delay, and its findings of the facts shall be considered final and conclusive.

Sample

EXHIBIT E
(Additional Provisions)

5) The term "unusual action of the elements" is limited to weather or related effects that cause a complete work stoppage of the controlling item of work at the site of the project for one or more full workdays.

J. **Asbestos**

In the event the contractor who is providing services under a service contract discovers asbestos, contractor shall stop all work immediately and notify the State contract coordinator, construction supervisor and/or project manager. After State has assessed site conditions and extent of asbestos-related work, State shall prepare and award a separate contract to a contractor who is registered and certified for asbestos abatement work. Under both State statute and State regulations found in the California Code of Regulations, a contractor must be certified by State Contractor's License Board and registered with the State Department of Industrial Relations, CAL-OSHA, in order to perform asbestos-related work. Contractor shall resume work under this contract only after the State gives notification to proceed.

K. **Brand or Trade Names**

Brand or trade names are given to establish quality, and no special preference by the State for these manufacturers is intended or implied. Where only one brand or trade name is listed, it is the only brand or trade name known to State for the particular product. State may permit contractor to use alternate product materials or equipment that is of equal quality and of required characteristics for the purpose intended if approved in writing by the State. Contractor must submit a request for approval of all alternate products in triplicate within seven (7) days of award of contract. Any such requests should be directed to the Chief Engineer, Technical Services Section, California Department of Forestry and Fire Protection, P.O. Box 944246, Sacramento, CA 94244-2460. CAL FIRE's chief engineer shall be the sole judge as to the comparative quality and suitability of the alternate and the decision shall be final. No additional compensation will be allowed for the installation of approved substitute items.

L. **Interruption of Services**

Contractor shall make provisions to accomplish the work of this contract without undue interference with the CAL FIRE operations. Interruptions to any services for the purpose of making or breaking a utility connection shall be made only after consultation with the State Representative and shall be at such time and of such duration as may be directed.

M. **Cooperation Between Contractors**

Where two or more contractors are employed on related or adjacent work each shall conduct operations in a manner which will not cause any unnecessary delay or hindrance to the other. Each contractor shall be responsible to the other for all damage to work, person, or property, or for loss caused by failure to finish the work within the time specified.

N. **Conflicts in Documents**

If conflict occurs between documents, priorities are:

1) Addenda govern over all other contract documents to the extent specified, followed by specific conditions, followed by general conditions.

2) Plans govern over specifications; within these, schedules govern over all other portions of plans, followed by specific notes. Larger scale drawings govern over smaller, and figured or numerical dimensions govern over scaled dimensions.

3) If there is conflict between provisions, codes, safety orders, contract documents, manufacturer's specifications, or industry standards, the more restrictive and higher quality govern.

4) If contract documents omit a requirement for proper construction system, or for combining or installing parts, materials, or equipment, and if there is an accepted trade standard for construction quality and performance, then contractor shall follow trade standard.

Sample

EXHIBIT E
(Additional Provisions)

O. **Change Authorization**

CAL FIRE Chief of Technical Services or designated representative shall be the only individuals authorized to approve changes to the plans/specification, alternate materials/methods, or submittal materials.

Sample

EXHIBIT F
(Camp Access)

CAMP ACCESS INSTRUCTIONS

Individuals who are not employees of the California Department of Corrections and Rehabilitation (CDCR) or the California Department of Forestry and Fire Protection (CAL FIRE), but who are working in and around inmates who are incarcerated within California's camps, are to be apprised of the laws, rules and regulations governing conduct in associating with prison inmates. The following is a summation of pertinent information when non-departmental employees come in contact with prison inmates.

By signing this contract, the Contractor agrees that if the provisions of the contract require the Contractor to enter a camp, the Contractor and any employee(s) and/or subcontractor(s) shall be made aware of and shall abide by the following laws, rules and regulations governing conduct in associating with prison inmates:

1. Contractor, contractor's employee(s) and/or subcontractor(s) shall observe all security rules and regulations and comply with all instructions given by institutional authorities.
2. Contractor and contractor's employee(s), and/or subcontractor(s) must complete and submit a Camp Access Clearance Form prior to providing services. This form must be completed for all persons entering the facility a minimum of ten (10) working days prior to commencement of service. Information may be submitted to the Contract Manager or their designee. Form may be subject to a CDCR California Law Enforcement Telecommunications System (CLETS) check. This check will include Department of Motor Vehicles, Wants and Warrants, and Criminal History checks.
3. All persons entering the facility must have a valid state driver's license or photo identification card on their person.
4. All persons entering into a camp consent to search of their person, property or vehicle at any time. Refusal by individuals to submit to a search of their person, property, or vehicle may be cause for denial of access to the premises.
5. It is illegal for an individual who has been previously convicted of a felony offense to enter into camps without the prior approval of the Warden. It is also illegal for an individual to enter onto these premises for unauthorized purposes or to refuse to leave said premises when requested to do so. Failure to comply with this provision could lead to prosecution.
6. Encouraging and/or assisting prison inmates to escape are a crime. It is illegal to bring firearms, deadly weapons, explosives, tear gas, drugs or drug paraphernalia on camp premises. It is illegal to give prison inmates firearms, explosives, alcoholic beverages, narcotics, or any drug or drug paraphernalia, including cocaine or marijuana.
7. It is also illegal to give or take letters from inmates without the authorization of the Warden. It is also illegal to give or receive any type of gift and/or gratuities from prison inmates.
8. In an emergency situation the visiting program and other program activities may be suspended.
9. CDCR does not recognize hostages for bargaining purposes. CDCR has a "NO HOSTAGE" policy and all prison inmates, visitors, and employees shall be made aware of this.
10. For security reasons, while on camp grounds, Contractor, contractor's employee(s) and/or subcontractor(s) shall be professionally and appropriately dressed in clothing distinct from that worn by inmates at the camp. Visitors must not wear clothing that in any way resembles state issued prison inmate clothing. Specifically orange/red/yellow/white/
chartreuse jumpsuits and/or yellow rainwear shall not be worn onto camp grounds, as this is inmate attire.
11. Unless otherwise directed by the entrance gate officer and/or Contract Manager, the contractor, contractor's employee(s) and/or subcontractor(s) shall enter the camp through the main entrance gate and park private and nonessential vehicles in the designated visitor's parking lot. Contractor, contractor's employees and subcontractors shall remove the keys from the ignition when outside the vehicle and all unattended vehicles shall be locked and secured while on institution grounds.
12. Gate clearance may be denied for the following reasons: Individual's presence in the camp presents a serious threat to security, individual has been charged with a serious crime committed on institution property, inadequate information is available to establish positive identity of prospective individual, and/or individual has deliberately falsified their identity.

Sample

EXHIBIT F
(Camp Access)

CAMP ACCESS CLEARANCE FORM

The following information is required of all contractor employees who will be on the property of a CDCR/ CAL FIRE Conservation Camp. All applications will be processed for approval.

Name of Company	
Employee	
Date of Birth	
Birth Location & State	
Employee Driver's License	
Social Security Number	
Signature	
Date	

Sample

Attachment 1
(Rate Sheet)

To be attached upon award.

Sample

Attachment 2
(GSPD-05-105 Bidder Declaration)

Sample