

## DEPARTMENT OF FORESTRY AND FIRE PROTECTION



P.O. Box 944246  
SACRAMENTO, CA 94244-2460  
(916) 653-7772  
Website: [www.fire.ca.gov](http://www.fire.ca.gov)



## Invitation for Bid Notice to Prospective Bidders

April 3, 2023

You are invited to review and respond to this Invitation for Bid (IFB), entitled IFB #3CA06370 *San Diego Unit Headquarters - Concrete*. In submitting your bid, you must comply with these instructions.

Note that all agreements entered into with the State of California will include, by reference, *General Terms and Conditions* and *Contractor Certification Clauses* that may be viewed and downloaded at the following internet site: [Standard Contract Language \(ca.gov\)](http://Standard Contract Language (ca.gov)). If you do not have Internet access, a hard copy can be provided by contacting the person listed below.

In the opinion of Department of Forestry and Fire Protection (CAL FIRE), this Invitation for Bid 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:

Sarah Best  
Department of Forestry and Fire Protection  
[Sarah.Best@fire.ca.gov](mailto:Sarah.Best@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.

Sarah Best  
Acquisitions Analyst

## Table of Contents

A) Purpose and Description of Services .....	3
B) Bidder Minimum Qualifications.....	3
C) Bid Requirements and Information .....	3
1. Key Action Dates .....	3
2. Mandatory Pre-Bid Meeting.....	4
3. Written Questions and Answers .....	4
4. Submission of Bid.....	4
5. Evaluation and Selection .....	6
6. Award and Protest .....	6
7. Disposition of Bids .....	7
8. Agreement Execution and Performance .....	7
D) Program Requirements and Incentives.....	7
1. Disabled Veteran Business Enterprise (DVBE) Program Requirement.....	7
2. Disabled Veteran Business Enterprise (DVBE) Incentive .....	7
3. Commercially Useful Function.....	8
4. Declaration Forms .....	8
5. CAL FIRE Advocates.....	9
E) Preference Programs .....	9
1. Small Business Preference .....	9
2. Target Area Contract Preference Act (TACPA).....	9
F) Required Attachments.....	9
1. Required Attachment Checklist .....	10
2. Bid/Bidder Certification Sheet.....	11
3. Bid Form .....	13
4. Disabled Veteran Business Enterprise Declarations (STD 843) .....	14
5. Bidder Declarations (GSPD-05-105) .....	15
6. Darfur Contracting Act (CAL FIRE-720) .....	16
7. Payee Data Record (STD 204).....	18
8. Contractor Certification Clauses (CCC 04/2017) .....	19
9. Non-Collusion Affidavit .....	20
10. Target Area Contract Preference Act (TACPA).....	21
11. California Civil Rights Laws Attachment.....	22
12. Contact Information .....	23
13. Proof of Prime Bidder's Minimum Requirements .....	24
G) Sample Agreement .....	25
1. STD213 Sample Standard Agreement.....	26
2. Scope of Work .....	28
3. Budget Detail and Payment Provisions .....	30
4. Special Terms and Conditions.....	31
5. Additional Provisions .....	33
6. SB/DVBE Subcontractor Payment Certification .....	43

**A) Purpose and Description of Services**

1. The Department of Forestry and Fire Protection (CAL FIRE) is seeking services for the demolition and removal of existing asphalt and flat work, placement of approximately 40,700 square feet of concrete, and other services, at its San Diego Unit Headquarters, located in El Cajon. NOTE: Prime Bidder will be responsible for field verification of all measurements, material takeoffs, and identification of existing conditions, prior to bid submission. Any conflicts resulting from incorrect material takeoffs will not be considered reason for change order.

**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 Attachment 1, Required Attachment Checklist.
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 Attachment 1, Required Attachment Checklist.
3. The Prime Bidder and any subcontractors must be currently registered with the Department of Industrial Relations (DIR), as specified by Labor Code section 1771.1. The Prime Bidder must provide proof of registration for the contractor and any subcontractors [Note: Registration can be completed online at [Contractor Registration \(ca.gov\)](https://www.dir.ca.gov/ContractorRegistration)]
4. **(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, or more, shall complete the *California Civil Rights Laws Attachment*; the link to this form can be found on page 21.
5. The Prime Bidder must be a licensed contractor with the California Contractors State License Board (CSLB), with an active A – General Engineering, C-8 Concrete, and/or C-12 Earthwork and Paving, Contractor license. Proof of current licensing must be submitted with bid packages. If not licensed for all disciplines required to complete the service, the Prime Bidder must utilize applicable subcontracting, and must confirm licensing is current and active throughout the duration of the service.

**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. Dates are subject to change.

<u>Event</u>	<u>Date</u>	<u>Time</u>
IFB available to prospective bidders	04/03/2023	
Mandatory Pre-bid Walk-through	04/07/2023	11:00 a.m.
Questions	04/10/2023	2:00 p.m.
Answers	04/12/2023	
Final Date for Bid Submission	04/19/2023	1:00 p.m.
Virtual Bid Opening	04/20/2023	9:00 a.m.
Proposed Award Date	04/24/2023	
Anticipated Contract Execution Date	06/30/2023	

## 2. Mandatory Pre-Bid Meeting

- A. A mandatory pre-bid meeting is scheduled at **11:00 a.m. on April 7, 2023**, for viewing the site and addressing questions or concerns regarding this IFB.

To ensure your participation, please notify Sarah Best no later than **April 6, 2023**, by email: [Sarah.Best@fire.ca.gov](mailto:Sarah.Best@fire.ca.gov).

The meeting site is CAL FIRE's San Diego Unit Headquarters, located at 2249 Jamacha Road, El Cajon, CA 92019.

- B. If a potential prime contractor is unable to attend the mandatory pre-bid meeting, an authorized representative may attend on their behalf. The representative may only sign-in for one (1) company. Subcontractors may not represent a potential prime contractor at the mandatory pre-bid meeting. No bid will be accepted unless the bidder or their authorized representative attended the mandatory pre-bid meeting.

## 3. Written Question and Answer Period

Potential Bidders who attended the pre-bid meeting may submit written questions regarding the bid by **2:00 p.m. on April 10, 2023**. All questions should be emailed in writing to [Sarah.Best@fire.ca.gov](mailto:Sarah.Best@fire.ca.gov) and CAL FIRE will provide answers to questions by written response on **April 12, 2023**. NO QUESTIONS will be entertained after **April 10, 2023**.

## 4. Submission of Bid

- A. All bids must be submitted 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, (page 3). The sealed cover must be plainly marked with the IFB number and title, must show your firm name and address, and must be marked with "DO NOT OPEN", as shown in the following example:

Your Firm Name Your Street Address/PO Box # Your City, State and Zip Code	IFB #3CA06370 SDU HQ Concrete ATTN: Sarah Best 1131 S Street Sacramento, CA 95811
<b>DO NOT OPEN</b>	

NOTE: Bids not submitted under sealed cover may be rejected.

Mail/deliver bids to the following address:

Department of Forestry and Fire Protection (CAL FIRE)  
ATTN: Sarah Best  
1131 S Street  
Sacramento, CA 95811

- B. All bids shall include the documents identified in Attachment 1, Required Attachment Checklist (page 10). Bids 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.

- C. All documents requiring a signature must bear an original signature of a person authorized to bind the bidding firm.
- D. 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.
- E. 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.
- F. 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.
- G. An individual who is authorized to bind the bidder contractually shall sign Attachment 2, Bid/Bidder Certification Sheet (page 11). The signature should indicate the title or position that the individual holds in the firm. An unsigned bid may be rejected.
- H. 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.
- I. 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 after bid submission deadline.
- J. 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.
- K. The awarding agency reserves the right to reject all bids. The agency is not required to award an agreement.
- L. Before submitting a response to this solicitation, bidders should review, correct all errors, and confirm compliance with the IFB requirements.
- M. 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.
- N. 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 [www.dgs.ca.gov/contracts](http://www.dgs.ca.gov/contracts).
- O. No oral understanding or agreement shall be binding on either party.
- P. Bidder must complete and submit to the awarding agency the Payee Data Record (STD 204), 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 via the following link: [PAYEE DATA RECORD \(ca.gov\)](#). No payment shall be made unless a completed STD 204 has been returned to the awarding agency.
- Q. Bidder must sign and submit to the awarding agency, *page one (1)* of the Contractor Certification Clauses (CCC), which can be found on the Internet via the following link: [Standard Contract Language \(ca.gov\)](#)

## 5. Virtual Bid Opening

- A. The bid opening will only be held virtually.
- B. Public Bid Opening dial in information:
  - 1) Call: (650) 564-3271
  - 2) Phone Conference ID: 270 270 922#

## 6. 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, responsible bidder. If not awarding to the lowest, responsible bidder, the State will notify the low bidder five (5) days prior to contract award, including the reason why the lowest bidder is not being awarded the contract.
- E. If a participating bidder(s) requests, in writing with their bid submission, that an Intent to Award be released by the State, then an Intent to Award memo will be posted for a minimum of five (5) working days prior to contract award.
- F. If awarding to the lowest bidder and no Intent to Award memo is requested, the State will move to contract award without delay.
- G. In the event of a tie score, 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.

## 7. 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 low bidder shall be notified by telegram, electronic facsimile transmission, overnight courier, or personal delivery five (5) working days prior to the award of the agreement.
- B. Upon written request by any bidder, notice of the proposed award shall be posted in a public place in the office of the awarding agency at least five (5) working days prior to awarding the agreement.
- 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, 7<sup>th</sup> 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, 7<sup>th</sup> 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.

## 8. 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.

## 9. Agreement Execution and Performance

- A. Performance shall start not later than the express date set by the awarding agency and the Contractor, after all approvals have been obtained and the agreement is fully executed. Should the Contractor fail to commence work at the agreed upon time, the awarding agency, upon five (5) days written notice to the Contractor, reserves the right to terminate the agreement. In addition, the Contractor shall be liable to the State for the difference between Contractor's bid price and the actual cost of performing work by the second lowest bidder or by another contractor.
- B. All performance under the agreement shall be completed on or before the termination date of the agreement.

## D) Program Requirements and Incentives

### 1. Disabled Veteran Business Enterprise (DVBE) Program Requirement:

The Disabled Veteran Business Enterprise (DVBE) Participation Goal Program for State contracts is established in Public Contract Code (PCC), § 10115 et seq., Military and Veterans Code (MVC), § 999 et seq., and California Code of Regulations (CCR), Title 2, § 1896.60 et seq.

The Disabled Veteran Business Enterprise (DVBE) Participation Program was established to acknowledge disabled veterans for their service and to further DVBE participation in state contracting, promote competition and encourage greater economic opportunity. The state established a DVBE participation goal of at least three percent.

An explanation of the DVBE Program can be found on the internet via the following link: [Certification Program](#)

**This solicitation requires a minimum DVBE participation percentage or goal of 3 percent. Responsive bidders must meet the minimum DVBE program requirement by utilizing a DVBE to perform work for at least 3 percent of the total bid amount.**

### 2. DVBE Incentive

In accordance with the MVC, Section 999.5(a), an incentive will be given to bidders who exceed the DVBE program requirement. For evaluation purposes, only, the State shall apply an incentive to bids that propose California certified DVBE participation as identified on the Bidder Declaration GSPD-05-105 and confirmed by the State. The incentive amount for awards based on low price will vary in conjunction with the percentage of DVBE participation.

The following incentive award will apply. Incentive points will be applied to the non-cost points section for evaluation purposes.

Confirmed DVBE Participation of:	DVBE Incentive
5% or over	5%
4% to 4.99% Inclusive	4%
3% to 3.99% Inclusive	3%
2% to 2.99% Inclusive	2%
1% to 1.99% Inclusive	1%

For awards based on low price, the net bid price of responsive bids will be reduced (for evaluation purposes only) by the amount of DVBE incentive as applied to the lowest responsive net bid price. If the lowest responsive, responsible bid is a California certified small business, the only bidders eligible for the incentive will be California certified small businesses.

An explanation of the DVBE Incentive can be found at the following website: [DGS Contracting Commitment with Small Businesses, DVBEs \(ca.gov\)](#)

### 3. Commercially Useful Function

Only State of California, Office of Small Business and DVBE Services certified DVBEs who perform a commercially useful function relevant to this solicitation, may be used to satisfy the DVBE program requirements. Bidders are to verify each DVBE subcontractor's certification with Office of Small Business and Disabled Veteran Business Enterprises Services (OSDS) to ensure DVBE eligibility.

Definition of Commercially Useful Function: California Code of Regulations, Title 2, § 1896.61(l) The term "DVBE contractor, subcontractor or supplier" means any person or entity that satisfies the ownership (or management) and control requirements of §1896.61(f); is certified in accordance with §1896.70; and provides services or goods that contribute to the fulfillment of the contract requirements by performing a commercially useful function.

As defined in MVC §999, a person or an entity is deemed to perform a "commercially useful function" if a person or entity does **all** the following:

- Is responsible for the execution of a distinct element of the work of the contract.
- Carries out the obligation by performing, managing, or supervising the work involved.
- Performs work that is normal for its business services and functions.
- Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.

A Contractor, subcontractor or supplier will not be considered to perform a commercially useful function if the Contractor's, subcontractor's, or supplier's role is limited to that of an extra participant in a transaction, contract or project through which funds are passed to obtain the appearance of disabled veteran business enterprise participation.

The CAL FIRE Advocates listed herein can be contacted to help in identifying DBVE vendors that may perform a commercially useful function applicable to the scope of this solicitation.

### 4. Declaration Forms

Complete the Bidder Declaration GSPD-05-105 and include it with the bid response. When completing the declaration, bidders must identify all subcontractors proposed for participation in the contract. Bidders awarded a contract are contractually obligated to use the subcontractors for the corresponding work identified unless the State agrees to a substitution, and it is incorporated by amendment to the contract. This form is located on the internet via the following link: [Bidder Declaration \(ca.gov\)](#)

If applicable, bidders who have been certified by California as a DVBE (or who are bidding rental equipment and have obtained the participation of subcontractors certified by California as a DVBE) must also submit a completed form(s) STD. 843 (Disabled Veteran Business Enterprise Declaration). All disabled veteran owners and disabled veteran managers of the DVBE(s) must sign the form(s). This form is located on the internet via the following link: [STD. 843 \(Rev. 11/2005\) \(ca.gov\)](#)

At the State's option prior to award, bidders may be required to submit additional written clarifying information. Failure to submit the requested written information as specified may be grounds for bid rejection.

## 5. 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](mailto:sbdvbe.advocate@fire.ca.gov)

## E) Preference Programs

The following Preference Programs can be applied for qualifying bidders.

### 1. Small Business Bid Preference

As an incentive, a non-small business prime contractor who uses *certified small business*\* subcontractors for at least 25% of its net bid price is eligible for a bid preference of five percent (5%) of the lowest responsible bid when competing against another non-small business. Participation must be documented, in detail, in the Bidder's Declaration (Attachment 5).

A prime contractor who is a certified small business is eligible for the five percent (5%) bid preference.

*Certified Small Business* refers to those businesses registered as a small business with the Department of General Services, Office of Small Business and DVBE Services (OSDS). For more information: [Apply For or Re-apply as Small Business, Disabled Veteran Business Enterprise \(ca.gov\)](#)

### 2. 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: [TACPA | California Dept. of General Services - State of California - Dept. of General Services](#)

## F) Required Attachments

Refer to the following pages for additional Required Attachments that are a part of this solicitation.

**ATTACHMENT 1**

**REQUIRED ATTACHMENT CHECK LIST**

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.

<u>Attachment</u>	<u>Attachment Name/Description</u>
_____ Attachment 1	Required Attachment Checklist
_____ Attachment 2	Bid/Bidder Certification Sheet
_____ Attachment 3	Bid Form
_____ Attachment 4	STD 843 Disabled Veteran Business Enterprise Declarations*
_____ Attachment 5	GSPD-05-105 Bidder Declaration
_____ Attachment 6	DARFUR Contracting Act (CAL FIRE 720)
_____ Attachment 7	Payee Data Records (STD 204 / STD 205)
_____ Attachment 8	Contractor Certification Clauses (CCC 042017)
_____ Attachment 9	Non-Collusion Affidavit
_____ Attachment 10	Target Area Contract Preference Act (TACPA)*
_____ Attachment 11	California Civil Rights Laws Attachment
_____ Attachment 12	Contact Information
_____ Attachment 13	Proof of: <ol style="list-style-type: none"> <li>1. The Prime Bidder must be either an individual or firm currently licensed to do business in California.</li> <li>2. The Prime Bidder has 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.</li> <li>3. The Prime Bidder and any subcontractors are currently registered with the Department of Industrial Relations (DIR), as specified by Labor Code section 1771.1.</li> <li>4. <b>(If applicable)</b> 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, or more, shall complete the <i>California Civil Rights Laws Attachment</i>; the link to this form can be found on page 21.</li> <li>5. The Prime Bidder must be a licensed contractor with the California Contractors State License Board (CSLB), with an active A – General Engineering, C-8 Concrete, and/or C-12 Earthwork and Paving, Contractor license. Proof of current licensing must be submitted with bid packages. If not licensed for all disciplines required to complete the service, the Prime Bidder must utilize applicable subcontracting, and must confirm licensing is current and active throughout the duration of the service.</li> </ol>

\*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. The bid must be transmitted in a sealed envelope in accordance with IFB instructions.

**Do not return IFB Sections A through E, page 12, or the "Sample Agreement" at the end of this IFB.**

- A. Our all-inclusive bid is submitted as detailed in Attachment 3, Cost 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. <input type="checkbox"/> Partnership		
Indicate your organization type:	4. <input type="checkbox"/> Sole Proprietorship	
6. <input type="checkbox"/> Corporation	6a. <input type="checkbox"/> 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. <b>Signature</b>	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	a. Disabled Veteran Business Enterprise	
Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	
Yes <input type="checkbox"/> No <input type="checkbox"/>		
If yes, enter certification number:	If yes, enter certification number:	
_____	_____	
<b>NOTE:</b> 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:		

**Completion Instructions for Bid/Bidder Certification Sheet**

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

Item Number s	Instructions
<b>1, 2, 2a, 3</b>	Must be completed. These items are self-explanatory.
<b>4</b>	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.
<b>5</b>	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.
<b>6, 6a</b>	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.
<b>7</b>	Enter your federal employee tax identification number.
<b>8</b>	Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
<b>9</b>	Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being procured.
<b>10, 11, 12, 13</b>	Must be completed. These items are self-explanatory.
<b>14</b>	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**

**BID FORM**

Description	Service Rate
San Diego Unit Headquarters - Concrete	*\$
<b>Additional 10% (Service Rate x 0.10)</b>	<b>**\$</b>
<b>Total Contract Cost (Service Rate + Additional 10%)</b>	<b>\$</b>

\*The quoted service rate must include all applicable costs (e.g., travel, labor, material, fees, permits, etc.)  
 \*\*'Additional 10%' is for unforeseen circumstances and payable at the discretion of CAL FIRE

Contractor is responsible for field verification of all measurements

Prevailing wage rates do apply to this project. For prevailing wage rate data specific to trades associated with this project, please visit <https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>

NOTE: Prime Bidder will be responsible for field verification of all measurements, material takeoffs, and identification of existing conditions, prior to bid submission.

Submitted by: \_\_\_\_\_ Date: \_\_\_\_\_

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

The 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.

**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 **STD 843** Disabled Veteran Business Enterprise Declarations 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:  
[STD. 843 \(Rev. 11/2005\) \(ca.gov\)](#)

If you have issue accessing the document, please contact **Sarah Best at 916.324.1635** or [Sarah.Best@fire.ca.gov](mailto:Sarah.Best@fire.ca.gov)

**THE REST OF THIS PAGE IS BLANK**

**ATTACHMENT 5**

**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:

[Bidder Declaration \(ca.gov\)](#)

If you have issue accessing the document, please contact **Sarah Best at 916.324.1635** or [Sarah.Best@fire.ca.gov](mailto:Sarah.Best@fire.ca.gov)

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**ATTACHMENT 6**



STATE OF CALIFORNIA, NATURAL RESOURCES AGENCY  
 DEPARTMENT OF FORESTRY AND FIRE PROTECTION  
**DARFUR CONTRACTING ACT VENDOR CERTIFICATION**  
 CAL FIRE-720 (REV. 08/21)

**DARFUR CONTRACTING ACT VENDOR CERTIFICATION**

Pursuant to Public Contract Code Section 10475-10481, if a bidder or proposer currently, or within the previous three 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 <u>AND</u> TITLE OF AUTHORIZED PERSON INITIALING AN OPTION BELOW	

**Complete ONLY ONE of the following:**

1. \_\_\_\_\_ 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.  
     Initials only
- OR**
2. \_\_\_\_\_ 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 Section 10477(b). **A copy of the written permission from DGS is included with our bid or proposal.**  
     Initials only
- OR**
3. \_\_\_\_\_ 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.  
     Initials only  
     +  
     certification below

<b>CERTIFICATION for #3</b>	
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 <u>AND</u> TITLE OF AUTHORIZED PERSON SIGNING	
DATE EXECUTED	EXECUTED IN THE COUNTY AND STATE OF



**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 RECORDS (STD 204 / STD 205)**

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:

[STD 204 - Payee Data Record \(ca.gov\)](#)

If the remit-to address is different from the business address, all bidders must also complete the Payee Data Record Supplement (STD 205) and include it with the bid response.

The Payee Data Record Supplement (STD 205) is available at the following website:

[STD 205 - Payee Data Record Supplement \(ca.gov\)](#)

If you have issue accessing the document, please contact **Sarah Best at 916.324.1635** or [Sarah.Best@fire.ca.gov](mailto:Sarah.Best@fire.ca.gov)

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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:  
[Standard Contract Language \(ca.gov\)](#)

If you have issue accessing the document, please contact **Sarah Best at 916.324.1635** or [Sarah.Best@fire.ca.gov](mailto:Sarah.Best@fire.ca.gov)

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**ATTACHMENT 9**

**NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY  
BIDDER AND SUBMITTED WITH BID FOR PUBLIC WORKS**

STATE OF CALIFORNIA )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_, being first duly sworn, deposes and

says that he or she is \_\_\_\_\_ of  
(Position or title)

---

**(The bidder)**

the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that 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, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that 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, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
(Person signing for bidder)

**ATTACHMENT 10**  
**(If applicable)**

**TARGET AREA CONTRACT PREFERENCE ACT (TACPA)**

Bidder's 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: [TACPA | California Dept. of General Services - State of California - Dept. of General Services](#)

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**ATTACHMENT 11**  
**(If applicable)**

**CALIFORNIA CIVIL RIGHTS LAWS ATTACHMENT (FOR ALL BID \$100,000 OR MORE)**

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

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

[OLS004.pdf \(ca.gov\)](#)

If you do not have internet access, please contact **Sarah Best at 916.324.1635** or [Sarah.Best@fire.ca.gov](mailto:Sarah.Best@fire.ca.gov)

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**ATTACHMENT 12**

**CONTACT INFORMATION**

For the awarded agreement language, CAL FIRE will require contact information for the below persons, who shall be listed in the formal agreement language:

Prime Bidder's Project Representative:

Name:

Phone:

Email:

Prime Bidder's Administrative Contact:

Name:

Phone:

Email:

**ATTACHMENT 13**

**BIDDER MINIMUM QUALIFICATIONS PROOF**

All bidders must complete the Bidder Minimum Qualification documentation and include it with the bid response:

1. The Prime Bidder must be either an individual or firm currently licensed to do business in California.
2. The Prime Bidder has 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.
3. The Prime Bidder and any subcontractors are currently registered with the Department of Industrial Relations (DIR), as specified by Labor Code section 1771.1.
4. **(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, or more, shall complete the *California Civil Rights Laws Attachment*; the link to this form can be found on page 21.
5. The Prime Bidder must be a licensed contractor with the California Contractors State License Board (CSLB), with an active A – General Engineering, C-8 Concrete, and/or C-12 Earthwork and Paving, Contractor license. Proof of current licensing must be submitted with bid packages. If not licensed for all disciplines required to complete the service, the Prime Bidder must utilize applicable subcontracting, and must confirm licensing is current and active throughout the duration of the service.

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**G. Sample Agreement**

The following 18 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-XXXXXXXX

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES  
**STANDARD AGREEMENT**  
 STD 213 (Rev. 03/2019)

AGREEMENT NUMBER XXXXXXXXXX	PURCHASING AUTHORITY NUMBER (If Applicable)
--------------------------------	---

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

CONTRACTING AGENCY NAME  
 Department of Forestry and Fire Protection

---

CONTRACTOR NAME

2. The term of this Agreement is:

START DATE  
 Upon Approval

---

THROUGH END DATE  
 June 30, 2024

3. The maximum amount of this Agreement is:

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	2
Exhibit B	Budget Detail and Payment Provisions	2
Exhibit C *	General Terms and Conditions	-
+ - Exhibit D	Special Terms and Conditions	2
+ - Exhibit E	Additional Provisions	23
+ - Exhibit F	Glossary	4

*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.)

---

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
PRINTED NAME OF PERSON SIGNING	TITLE		
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED		

Reset Form

Print Form

SCO ID: 3540-XCAXXXXX

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES  
**STANDARD AGREEMENT**  
 STD 213 (Rev. 03/2019)

AGREEMENT NUMBER XCAXXXXX	PURCHASING AUTHORITY NUMBER (If Applicable)
------------------------------	---

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
----------------------------	------	-------	-----

PRINTED NAME OF PERSON SIGNING	TITLE
--------------------------------	-------

CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED
---	-------------

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)
--	---------------------------

**EXHIBIT A**  
**(Scope of Work)**

**SCOPE OF WORK**

1. Contractor agrees to provide to the Department of Forestry and Fire Protection (CAL FIRE) *paving services*, as described herein:

Contractor shall provide all material, labor, equipment, tools, permits, taxes, fees, and all other services necessary, as follows:

- Demolish, remove, and dispose of existing pavement, asphalt, and flat work to be completed by CAL FIRE personnel.
- Stormwater drain systems, underground utility provisions and futures and subterranean work detail to be completed by CAL FIRE personnel.
- Finish grading and curb/ gutter excavations are the responsibility of awarded contractor.
- Compliant soils compaction verifications where applicable are the responsibility of awarded contractor and/or contractor provided third-party special inspection at discretion and approval of assigned CAL FIRE personnel. Verification and validation of appropriate sub compaction tests by CAL FIRE personnel required prior to concrete placement.
- Where applicable, existing finished pavement grade elevations to remain, utilize existing edge of pavement locations as finishing elevation points.
- Approximately 2,100 feet of curb and gutter per section detail A6.0-V1 unless, otherwise indicated on designated plan set, grade with a constant slope between beginning and terminal points.
- Approximately 40,700 square feet of concrete at an approximate volume of 1,092 cubic yards to be placed in accordance with proposed design layout, site map and section details therein.
- Field verification of proposed measurements, quantities, area calculations, site considerations and product volumes responsibility of awarded contractor.
- Concrete mix design for replacement sections to be:
  - a. 4500 psi, with 1-inch aggregate
  - b. Maximum slump to be 4-inches
  - c. To include 3 lbs, per yard, of Tuf-Strand FS (manufactured by Euclid Chemical)
  - d. To contain 6% entrained air if applicable.
  - e. Concrete to include 15 to 30 percent fly ash; to be substituted with cement at CAL FIRE discretion.
- Concrete specifications to be approved by the CAL FIRE Project Representative prior to placement, copies of all load tickets to be provided to CAL FIRE civil engineer.
- Concrete for curb and gutter shall be a minimum of 3,500 psi, six sack mix, with a max slump of 3.
- Curb and gutter replacement to be placed in single placement where applicable. Deviation from this is at discretion of assigned CAL FIRE personnel.
- Curb and gutter, both typical and drive over, to be placed in accordance with details in section detail A6.0-V1
- Finished concrete replacement to be placed in a single placement, utilizing a laser screed with a minimum 11' screed head, hand rodding to be allowed where grades do not accommodate use of the laser screed machine.
- Concrete surfaces shall be cured using white membrane curing compound, applied uniformly at a rate of 200 square yards per gallon, curing compound shall be applied regardless of temperature or humidity conditions.
- Finished concrete surface to be broom finished.
- Concrete shall be 8 inch thick, fiber reinforced at parking and drive slabs unless otherwise noted.
- All parking and drive slabs shall have 100 percent curb at edges unless otherwise noted.
- Concrete shall be 4 inch thick at walkways unless otherwise noted.
- Approved flexible expansion joints and/ or filler to be used transitional intersections to existing concrete, A/C, and curb/gutter.
- Stairs, accessible stairs, and ramps to conform with section detail A6.0-V1
- Welded wire mesh and rebar placement shall be in accordance with section detail on A6.0-V1. Additional/ augmented placements to be field verified and at discretion of assigned CAL FIRE personnel.
- Contractor shall provide sufficient barricading and security to protect fresh concrete from accidental damage or vandalism, damaged concrete shall be removed to a joint and replaced.

**EXHIBIT A  
 (Scope of Work)**

- Contractor to provide comprehensive workflow schedule prior to start of work.
- Adjustments and changes to workflow schedule at discretion of assigned CAL FIRE personnel.
- In the event of detail, design or placement discrepancies see Scope of Work and/or assigned CAL FIRE Civil Engineer for clarification and/or adjustment.
- Specifications, special considerations, and other notes in Scope of Work supersede plans, unless otherwise stated or clarified by assigned CAL FIRE personnel.

The following plan file is incorporated by reference:

Title: San Diego Unit HQ, 2023 Concrete Bids, San Diego Unit  
 Location: 2249 Jamacha Road, El Cajon, California 92019, San Diego County  
 Designed by: R. Guilford  
 Drawn by: R. Guilford  
 Reviewed by: A. LoCoco  
 File Date: 2/1/2023  
 Sheet Count: 11 pages

Contractor is responsible for field verification of all measurements prior to bid submission.

Contractor and any subcontractors must be currently registered with the Department of Industrial Relations (DIR), as specified by Labor Code section 1771.1. Contractor must provide proof of this registration and maintain registration throughout the duration of the contract.

Contractor must be a licensed contractor with the California Contractors State License Board (CSLB), with an active A – General Engineering and/or C-12 Earthwork and Paving Contractor license. Proof of current licensing must be submitted with bid packages. If not licensed for all disciplines required for the service, Contractor must utilize appropriate subcontractors, and must confirm licensing is current.

2. The services shall be performed at CAL FIRE’s San Diego Unit Headquarters, located at 2249 Jamacha Road, El Cajon, CA 92019.
3. The services shall be provided between the hours of 7:30 a.m. to 5:00 p.m., Monday through Friday, excluding any recognized State holidays. Actual work schedule to be coordinated by the CAL FIRE Project Representative.
4. The Project Representatives during the term of this agreement will be:

State Agency: Dept of Forestry and Fire Protection	Contractor:
Name:	Name:
Phone:	Phone:
Email:	Email:

Direct all inquiries to:

State Agency: Dept. of Forestry and Fire Protection	Contractor:
Attention: Sarah Best	Attention:
Address: P.O. Box 944246 Sacramento, CA 94244-2460	Address:
Phone: 916.208.5906	Phone:
Email: <a href="mailto:Sarah.Best@fire.ca.gov">Sarah.Best@fire.ca.gov</a>	Email:

**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 following rate(s):

Service	Rate
San Diego Unit Headquarters - Concrete	*\$
Additional 10% Allowance	**\$

\*Payable in-full upon completion and approval by CAL FIRE  
 \*\*Payable at the discretion of CAL FIRE only, for unforeseen items

B. Contractor shall submit, in arrears, invoicing to CAL FIRE for costs incurred, pursuant to the agreement. In addition, the invoice shall contain the following information:

- 1) The agreement number 3CA06370.
- 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.

C. Invoice(s) shall be submitted to:

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

**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.

**3. Prompt Payment Clause**

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

**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**

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

Department of Forestry and Fire Protection  
Attention: Contracts Manager  
P.O. Box 944246  
Sacramento, CA 94244-2460

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

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 (SCM 7.85)**

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.

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

**4. Potential Subcontractors**

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State 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 the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

**5. 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 Department of General Services, Office of Legal Services, if it is negative and over \$5,000.

**EXHIBIT D**  
**(Special Terms and Conditions)**

**6. 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 performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

**7. 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.

**8. 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.

**9. Health and Safety**

Contractor is required to, at their own expense, comply with all applicable health and safety laws and regulations. Upon notice, Contractor is also required to comply with CAL FIRE's specific health and safety requirements and policies. Contractor agrees to include in any subcontract related to performance of this Agreement, a requirement that the subcontractor comply with all applicable health and safety laws and regulations, and upon notice, CAL FIRE's specific health and safety requirements and policies.

**10. 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.

**EXHIBIT E**  
**(Additional Provisions)**

**ADDITIONAL PROVISIONS**

**1. Insurance Requirements**

**A. General Provisions Applying to All Policies**

- 1) 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.
- 2) 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.
- 3) The Department will not provide for nor compensate Contractor for any insurance premiums or costs for any type or amount of insurance.
- 4) 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**

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

The certificate of insurance will include provisions 1, and 2, in their entirety:

- 1) That the insurer will not cancel the insured's coverage without 30 days' prior written notice to the State.
- 2) That the State of California, its officers, agents, employees, and servants are included as additional insured, but only insofar as the operations under this contract are concerned.

Contractor agrees that the bodily injury liability insurance herein provided for shall be in effect always during the term of this contract. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least 30 days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the Department of General Services, and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect always insurance coverage as herein provided, the State may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

**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 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/or non-Owned vehicles.**

Contractor shall provide Commercial Automobile Insurance on Owned, Hired, and/or non-Owned vehicles of not less than \$1,000,000.00 policy.

**EXHIBIT E**  
**(Additional Provisions)**

**2. Public Works – Rules/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 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. (Applicable to construction projects exceeding \$25,000 and maintenance projects exceeding \$15,000) In accordance with Labor Code Section 1771.1, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

**3. Standard California Nondiscrimination Construction Contract Specifications (GC § 12990)**

Contractor shall abide by the Standard California Nondiscrimination Construction Contract Specifications set forth in the form STD 18 and incorporated herein by reference to <http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std018.pdf>.

**4. Licenses and Permits**

- A. The Contractor shall be an individual or firm currently licensed to do business in California and shall obtain at his/her expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this contract. 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.
- B. 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 CALFIRE 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.

**5. Bond Requirements**

- A. For all contracts exceeding \$10,000, Contractor shall furnish a Performance Bond on a standard bond company form, in an amount not less than one hundred percent (100%) of the contract price.
- B. For all contracts exceeding \$25,000, Contractor shall furnish a Payment Bond on form STD. 807 in an amount not less than one hundred percent (100%) of the contract price.
- C. Bond(s) must be issued by a California-admitted surety (CCP § 995.311).
- D. Bond(s) will be released, less expenses, upon proof of satisfaction of all claims or 120 days after completion of all contracted work, whichever is later.

**6. Labor**

- A. Contractor shall observe strictly that workers, laborers, or mechanics specifically skilled in the class of work required shall perform all work and that workmanship shall be of the best regardless of the quality of materials.

**EXHIBIT E**  
**(Additional Provisions)**

Contractor shall always provide sufficient, competent labor to properly carry on the work and ensure completion within the contract time. Contractor shall retain a competent superintendent to continually direct the work and represent the Contractor, regarding the contract.

**B. Apprentices**

- 1) Properly registered apprentices may be employed in the prosecution of the work. Every such apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he or she is employed and shall be employed only at the work of the craft or trade to which he or she is registered. The contractor and each subcontractor must comply with the requirements of Labor Code Section 1777.5 and any related regulations regarding the employment of registered apprentices.

**C. Prevailing wages – (Rates can be viewed at <https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>)**

- 1) In accordance with the provisions of Section 1770 and 1773 of the Labor Code, contractor and any subcontractor shall conform to the general prevailing wages as determined by the Director of Industrial Relations. Copies of these wage rate determinations or amendments may be reviewed at the principal office of the contracting agency.
- 2) In accordance with Labor Code section 1775, contractor shall forfeit to the State a penalty of two hundred dollars (\$200) for each calendar day or portion thereof for any of contractor's workers or subcontractors paid less than the stipulated prevailing wage.
- 3) Contractor further agrees to pay each worker the difference between the actual amount paid for each calendar day or portion thereof, and the stipulated prevailing wage rate. This provision does not apply to properly registered apprentices.
- 4) In accordance with Labor Code sections 1810, 1811, 1813, and 1814, the maximum hours a worker will be employed is limited to eight (8) hours a day and 40 hours a week, except as permitted below. Contractor shall forfeit twenty-five dollars (\$25) per day as a penalty to the State for each worker employed under the contract in violation of this law.
- 5) In accordance with Labor Code section 1815, contractor is permitted to employ workers more than eight (8) hours a day and 40 hours a week at not less than 1 1/2 times the basic rate of pay.

**D. Payroll records**

Contractor and subcontractors shall keep accurate payroll records on each journey level employee, apprentice, other worker, or employee working under this contract. Contractor shall provide a certified copy of payroll records when requested by an employee, public, State, Division of Labor Standards Enforcement, or Apprenticeship Standards of Department of Industrial Relations. Contents of payroll records and obligations for making information available are found in Labor Code section 1776. Prime contractor shall be responsible for compliance with this section.

**E. Employment of undocumented aliens – SCM 10.30, A**

"No state agency or department, as defined in Public Contract Code, Section 10357, 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 contract, who has, in the preceding five (5) years, been convicted of violating a state or federal law regarding the employment of undocumented aliens. See Public Contract Code, Section 6101."

**EXHIBIT E**  
**(Additional Provisions)**

**7. Materials**

- A. 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.
- B. 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.
- C. 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.

**8. Time**

E. 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.

F. 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.

**9. The Work**

A. Work Site

- 1) Contractor shall be responsible for, provide, and maintain all proper temporary walks, roads, guards, railing, lights, and warning signs and shall always take precautions to avoid injury or damage to any person or any property.
- 2) No advertising of any description will be permitted in or about the work, except by order of the State.
- 3) Contractor having control of the work shall clean up the work as it progresses. At frequent intervals and always 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.
- 4) 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.

**EXHIBIT E**  
**(Additional Provisions)**

- 5) 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.

**B. Changes**

- 1) 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.
- 2) Whenever the necessity for a change arises either at the request of the Contractor or at the request of the State, the contractor shall prepare a full and completely detailed estimate of cost and time for the change. Upon approval, contractor shall proceed on a time and material basis, keeping an accurate daily record of the cost of labor and material used. Contractor will only be paid for actual additional work performed.
- 3) Changes in the work made necessary due to unexpected or unforeseen site conditions, discovery of errors in plans, specifications, or scope of work requiring immediate clarification 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.

**C. Acceptance**

- 1) 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.
- 2) 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.

**D. Rejection**

- 1) 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.
- 2) Any work done that does not comply with any laws, rules, or regulations will be remedied at contractor's expense.

**E. Guarantees**

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.

**10. Liabilities**

- A. 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.
- B. 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.

**EXHIBIT E**  
**(Additional Provisions)**

- C. 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.
- D. 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.

**11. 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 subcontractor's 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 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

**EXHIBIT E**  
**(Additional Provisions)**

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 affected 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.

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 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.

**12. Time of Work and Damages**

- A. 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.
- B. 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

**EXHIBIT E**  
**(Additional Provisions)**

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.

- C. 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.
- D. 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.
  - a. 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.

**13. 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 the 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, to perform asbestos-related work. Contractor shall resume work under this contract only after the State gives notification to proceed.

**14. 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 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.

**15. 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.

**EXHIBIT E**  
**(Additional Provisions)**

**16. 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.

**17. Conflicts in Documents**

If conflict occurs between documents, priorities are:

- i. Addenda govern over all other contract documents to the extent specified, followed by specific conditions, followed by general conditions.
- ii. 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.
- iii. If there is conflict between provisions, codes, safety orders, contract documents, manufacturer's specifications, or industry standards, the more restrictive and higher quality govern.
- iv. 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.

**18. 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.

**19. SB/DVBE Activity Reports**

The Contractor is required to furnish the Department with reports of SB and/or DVBE subcontractor activity. Reports are to be made on a semi-annual basis and must identify the subcontractor, the services performed, or commodities used, and the total paid to the subcontractor during the period reported. A final activity report is to be submitted prior to the contract expiration date. If multiple SB and/or DVBE subcontractors are providing services or commodities, the Contractor must furnish individual reports for each SB and/or DVBE used.

Reports are due on June 15th and November 1st for each year the contract is in place. At the Department's request, the Contractor shall submit copies of the SB and/or DVBE subcontractor's paid invoices issued for that semi-annual reporting period or final report.

If the Contractor fails to furnish the required reports, the Department may withhold final payment until the Contractor provides the required reports and, when requested by the Department, copies of paid invoices.

Final reports must be received by the Department at least 14 days prior to the contract expiration date.

**EXHIBIT E**  
**(Additional Provisions)**

Reports shall be made using the Small Business and Disabled Veteran Business Enterprise Activity Report form, Exhibit E, Attachment 1. All reports shall be made to the CAL FIRE SB/DVBE Advocate as follows:

By mail to:

Department of Forestry and Fire Protection  
Business Services Office  
Attn: SB/DVBE Advocate  
P.O. Box 944246  
Sacramento, CA 94244-2460

**20. Contractor Certification of Payment to Small Business and DVBE Subcontractor(s)**

- A. If for this Contract, Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this contract (or within such other time period as may be specified elsewhere in this contract) report to the awarding department the actual percentage of small business participation that was achieved (Gov. Code §14841).
- B. If for this Contract, Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, the Contractor must within 60 days of receiving final payment under this Agreement (or within such other time period as may be specified elsewhere in this Agreement) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Agreement; (2) the name and address of the DVBE(s) that participated in the performance of the Agreement; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Agreement have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation not less than \$2,500 and not to exceed \$25,000. (Military & Veterans Code §999.5(d); Govt. Code §14841)
- C. Contractor Certification must be made using the Department's "Small Business (SB) and Disabled Veteran Business Enterprise (DVBE) Subcontractor Payment Certification" form on Exhibit E, Attachment 1.

**EXHIBIT E, Attachment 1**

**SMALL BUSINESS (SB) AND DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) SUBCONTRACTOR PAYMENT CERTIFICATION**

As Contractor of record for the Department of Forestry and Fire Protection, Contract number \_\_\_\_\_, I certify, in accordance with Government Code 14841 and Military and Veteran Code § 999.5, that pursuant to the terms and conditions of the contract, all payments have been made to the Small Business or DVBE firm(s) listed below for commodities or services rendered as the SB or DVBE subcontractor(s) of record. I understand certification must be made to the Department of Forestry and Fire Protection within 60 days of receiving final payment under this Agreement. I further understand and acknowledge that falsification of this Certification may result in the imposition of civil or criminal penalties for not less than \$2,500 or more than \$25,000 for each violation.

*Please copy this form to include as many Small Businesses or DVBE firms as necessary. Authorized signatures and information are required on each separately submitted form. Return to: Department of Forestry and Fire Protection, Business Services Attn: SB/DVBE Advocate, P.O. Box 944246, Sacramento, CA 94244-2460*

**SMALL BUSINESS/DVBE SUBCONTRACTOR INFORMATION**

<b>Contract Firm Name</b>			
Name of Firm Representative			
Title			
	Phone:	Fax:	
Firm Address	Street:		
	City:	State:	Zip:
Contract Number			
Total Amount Received Under this Contract	\$	Date Final Payment Received: / /	

**SMALL BUSINESS/DVBE SUBCONTRACTOR INFORMATION**

SB/DVBE Subcontractor	Street Address	City	State	Zip	Amount Paid	Participation Achieved
						%
						%
						%
						%
						%

<b>Printed Name</b>		<b>Signature:</b>	
<b>Title:</b>		<b>Report Date:</b>	