

**California Department of Forestry  
and Fire Protection - CAL FIRE**

**CALL-WHEN-NEEDED HELICOPTER REQUIREMENTS  
AGREEMENT**

A. APPROVAL PROCESS

- 1 . Call-When-Needed (CWN) helicopters and pilots used by the California Department of Forestry and Fire Protection (CAL FIRE) shall be "Interagency" approved.  
Attached are excerpts from the current Interagency Call-When-Needed Helicopter Contract outlining specifications for aircraft, fuel trucks, pilots and mechanics. These specifications shall apply to equipment and personnel under the terms of this Agreement.
- 2 The CAL FIRE CWN Helicopter Program is ongoing. Once Appendix A, CAL FIRE Call-When-Needed Helicopter Requirements Agreement, ~~shall be is~~ signed by the operator and approved by CAL FIRE, ~~along with the operator need only submit~~ a new Lease Agreement for the Intermittent Use of Aircraft, FC-107RW , each year.
- 3 To participate in the CAL FIRE CWN program the operator shall have the following on file with CAL FIRE:
  - a. A **CURRENT** CAL FIRE Lease Agreement for the Intermittent Use of Aircraft, FC-107R W, with each helicopter listed.
  - b. A signed page 6, Appendix A, Call-When-Needed Helicopter Requirements Approval.
  - c. **CURRENT** Interagency Helicopter Data cards and Helicopter Pilot Qualification Cards.
  - d. A signed page I of CCC-~~307,04/2017~~ Contractor Certification Clauses, *and* signed and initialed page 1 of the CAL FIRE-20 Contractor Certification Clauses for Services.
  - e. A signed Std 204, Payee Data Record.
  - f. A signed page 9 of Helicopter Pilot Operations and Safety Brief **from each pilot** that will operate aircraft listed on the FC-1 07RW.
  - g. Exhibit C, General Terms and Conditions, GTC-~~04/2017~~~~610~~, are hereby incorporated by references and made a part of this agreement as if attached hereto. These requirements can be viewed at <http://www.dgs.ca.gov/contracts>.
  - h. Exhibit D, Special Terms and Conditions attached hereto as part of this Agreement.
- 4 An FC-107RW shall be submitted annually. The FC-107RW expires one year from the date signed and approved by CAL FIRE unless canceled by either party in writing on a prior date.
- 5 W hen submitting the new FC-107RW , copies of **CURRENT** Interagency aircraft data cards and pilot approval cards shall be attached. The cards may be the previous year's cards if they are still valid.

State of California

Department of Forestry and Fire Protection (CAL FIRE)

**LEASE AGREEMENT FOR THE INTERMITTENT USE OF AIRCRAFT**

FC-107RW (Rev. 04/18)

***PLACE AN APPROVED COPY IN EACH HELICOPTER*****FAILURE TO DO SO MAY RESULT IN LOSS OF PAYMENT****AND IMMEDIATE RELEASE FROM INCIDENT**

Name and Address of Operator: <b>Orange County Sheriff's Dept.</b>	Phone Number (day): <del>628-7170-Watch Commander</del> <u>714-474-3785</u>
<b>320 N. Flower Street, Santa Ana, CA 92703</b>	Phone Number (night): <del>same as above</del> <u>949-2525268</u>
<del>Revenue coding 100-060-1418-7590-1826</del>	Vendor ID # 0000271831-00
	California Small Business Certificate No:

**AIRCRAFT SPECIFICATIONS AND RATES**

ICS Type	Agency Card	Aircraft Make & Model	FAA Reg. Number	Passenger Seats	Cargo Weight	Bucket/Tank Gal.	Foam Y/N	Rate w/Pilot	Standby Rate	Aircraft Location (State)
<b>III</b>	Cal Fire	AS350B3e	N185SD	<b>6</b>	1749.3	<b>210</b>	<b>N</b>	<del>1102.34</del> <del>1205.28</del>	<del>2204.68</del>	California
<b>II</b>	Cal Fire	Bell UH-1H	N186SD	<b>5</b>	2900	<b>300</b>	<b>N</b>	1765.18	5295.54	California
<b>III</b>	<u>Cal Fire</u>	<u>AS350B3e</u>	<u>N183SD</u>	<u>6</u>	<u>1749.3</u>	<u>210</u>	<u>N</u>	<u>1,205.28</u>	<u>2,410.56</u>	<u>California</u>

**ADDITIONAL CHARGES**

ITEM	Per Diem Per Person	Extended Standby	Fuel Truck Capacity	Fuel Truck USFS Rate	Foam Concentrate				
RATES	State Rate /day	Current USFS Rate	Gal	USFS Rate /mile	Operator's Cost + 10%				

REMARKS: Revenue coding 100-060-1418-7590-1826

The undersigned agrees to furnish to the California Department of Forestry and Fire Protection (CAL FIRE) in accordance with the attached Intermittent Requirements Agreement, Appendix A, signed and dated \_\_\_\_\_, the aircraft described hereon at the designated rates, to the extent that he/she is willing and able. The Operator/Contractor further certifies that they have received a copy of these specifications and will comply with them to the extent that they are legally able. A discount of \_\_\_\_\_% is offered by the undersigned if the State pays for any services rendered within \_\_\_\_\_ days of the date that the State receives the vendor's invoice. This agreement is valid for a period of one year from the date signed unless canceled by either party in writing on a prior date.

Signature of Operator/Contractor:	Title: <b>Commander</b>	Date:
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**APPROVED FOR USE**

Signature of State Authorized Inspector	Title: Helicopter Program Manager	Date:
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**FC-107 RW INSTRUCTIONS****ENTRIES**

1. NAME/ADDRESS - Operator's name and mailing address.
2. PHONE NUMBER - Operator's day time and emergency night phone number.
3. AGREEMENT NUMBER – CAL FIRE use only.
4. VENDOR or Supplier ID number – Enter it if you know it. Otherwise leave blank.
- 2-5. CALIFORNIA CERTIFIED SMALL BUSINESS/DVBE – Enter your current number.
- 3-6. ICS TYPE - I, II, III.
- 4-7. AGENCY CARD - Indicate the agency that has issued the current aircraft data card, i.e., USFS, DOI, OAS, CAL FIRE.
- 5-8. AIRCRAFT MAKE & MODEL, FAA REG NUMBER – Self-explanatory.
- 6-9. PASSENGER SEATS - Enter number of valid passenger seats, not including pilot(s).  
Enter "R" if aircraft is restricted category.
- 7-10. CARGO WEIGHT - Enter useful load.
- 8-11. BUCKET/TANK GALLONS - Enter bucket/tank capacity.
- 9-12. FOAM - Enter Y/N (Yes/No) for foam/retardant capability.
- 10-13. RATE W/PILOT - Includes fuel being provided by operator.
 

STANDBY RATE - ICS Type Helicopter:	I	II	III	IV
Standby Rate (Hours):	4	3	2	1
13. AIRCRAFT LOCATION (STATE) - Indicate the state the aircraft will be located in this fire season.
14. PER DIEM – Vendors are requested to incorporate their Per Diem costs for all company employees on the incident into the Hourly and Standby aircraft, rates. Current State rate for overnight expenses when away from operator's home as a result of a dispatch by and for the State. CAL FIRE will no longer pay Per Diem for Helicopter Vendors as a separate rate. "State Rate" has been pre-entered on the form.
15. EXTENDED STANDBY - Current USFS rate for each person for each hour beyond normal duty day (nine hours).
16. FUEL TRUCK GALLONS - State size of fuel truck offered. Additional fuel trucks may be added as additional ITEMS.
17. FUEL TRUCK USFS RATE - Current USFS rate for size fuel truck offered. NOTE: "USFS Rate" has been pre-entered on the form.
18. FOAM CONCENTRATE - Operator's purchase price plus 10% handling fee.
19. ADDITIONAL ITEMS - Space is provided for additional miscellaneous equipment.
20. EMAIL ADDRESSES/REMARKS – Enter current, valid email address. If you are a California Certified Small Business or California Certified Disabled Veteran Business Enterprise, so ~~woman or minority owned business~~ so indicate by placing your stamp in the remarks section. You must include the date of current certification. Enter other remarks as needed.
21. DISCOUNT RATE – Self-explanatory.
22. Attach the signature page of Appendix A, Call-When-Needed Helicopter Requirements Agreement, to this agreement. Enter date of Appendix A on this agreement.

**OPERATOR'S INSTRUCTIONS**

1. If aircraft have been approved by another agency, complete this agreement and attach copies of all aircraft data cards and pilot approval cards issued by that agency. Submit documents to a CAL FIRE inspector pilot. If CAL FIRE issues the card, the inspector pilot will approve this agreement
2. **PLACE A COPY OF THIS APPROVED AGREEMENT IN EACH AIRCRAFT ALONG WITH THE DATA CARD. FAILURE TO DO SO MAY RESULT IN RELEASE FROM THE INCIDENT AND/OR LOSS OR SUBSTANTIAL DELAY OF PAYMENT.**

**NOTE: IT IS THE OPERATOR'S RESPONSIBILITY TO SUBMIT COPIES OF NEW INTERAGENCY PILOT/AIRCRAFT DATA CARDS TO CAL FIRE WHEN THEY ARE ISSUED.**

6 **IF A NEW FC-107RW OR NEW INTERAGENCY CARDS ARE NOT RECEIVED AT CAL FIRE PRIOR TO THE EXPIRATION OF THE PREVIOUS YEAR'S FC-107 OR INTERAGENCY CARDS, THEN THOSE HELICOPTERS AND PILOTS CANNOT BE HIRED BY CAL FIRE.**

7 The operator shall maintain insurance which meets the requirements of General Order No. 120C of the Public Utilities commission of the State of California.  
<http://docs.cpuc.ca.gov/PUBLISHED/Graphics/579.PDF>

#### B. DISPATCH PROCESS

1. All aircraft shall be ordered through a CAL FIRE emergency command center (ECC), air attack or helitack base or other designated facility. CAL FIRE shall provide the helicopter operator with the following information which shall be entered on the FC-115, Pre-Hire Information form before departing home:
  - a. Order number and request number (write this on the invoice).
  - b. Fire name, if available.
  - c. Type of helicopter wanted.
  - d. Type of mission it is needed for and special equipment needed, i.e. water bucket.
  - e. Location and time the helicopter is needed.
  - f. Initial contact frequency and call sign.
  - g. Dispatcher's name and telephone number.
  - h. Billing address.
2. CAL FIRE **DOES NOT GUARANTEE** the placement of any orders for service under this lease agreement and the operator is not obligated to accept any orders. However, once the operator accepts an order he/she is obligated to perform in accordance with the terms and conditions stated herein.

#### C. CHECK-IN PROCESS AT INCIDENT

##### **OPERATIONAL COORDINATION AND CONTROL**

**8341.2**

##### **Pilots shall advise ATGS or control aircraft:**

- 12 NAUTICAL MILES from an incident - stating their distance, direction, and altitude. (Example: "**TANKER 100, 12 miles west, 2,500.**")

**NOTE:** Aircraft inbound to an incident **will not proceed closer than 7 NAUTICAL MILES until CLEARANCE is received from the control aircraft.**

1. Upon arrival, the pilot shall present an FC- 115, Pre-Hire Information, to a responsible CAL FIRE officer to complete a pre-hire inspection.

2. If the helicopter is immediately pressed into service without landing:
  - a. Current Hobbs meter time shall be relayed to the incident commander or air attack officer through the initial contact.
  - b. By the end of the first day the helicopter shall be formally checked in with the helicopter coordinator or responsible CAL FIRE officer who will determine;
    - 1) That the pilot and helicopter are properly carded and that the helicopter is equipped for the mission that it was dispatched for. FC-115, Pre-Hire information, shall be used and completed by the CAL FIRE officer and returned to the pilot.
    - 2) A current copy of the FC-107RW and aircraft and pilot approval cards must be in the helicopter before the helicopter can be used or paid for.

**THE HELICOPTER SHALL BE RETURNED HOME WITHOUT PAYMENT IF THE ABOVE ITEMS ARE NOT IN THE HELICOPTER.**

3. If the helicopter does not meet all the requirements or does not have all the equipment that was ordered, it shall be released immediately, and no ferry time shall be paid. Note: CAL FIRE normally pays for ferry time.

**D. OPERATIONAL PROCEDURES**

1. The helicopter shall be operated in compliance with all CAL FIRE policies and procedures governing aircraft operations.
2. The service truck shall be operated in compliance with the operating procedures outlined in the Interagency specifications and in the California Cargo Tank Registration Program (CTRP) of the California Vehicle Code.
3. Helicopters shall have their landing lights on within five miles of and while working on the incident for collision avoidance. Forward facing pulsating lights may be substituted for landing lights. The pilot shall insure the light is turned off if landing in tall grass to prevent an accidental fire. If the landing light burns out, the operation may continue for the remainder of the day but must be replaced as soon as possible.
4. If the aircraft is involved in an accident or incident while working for CAL FIRE, the operator shall comply with all the appropriate federal aviation regulations, including PART 830, Notification and Reporting of Aircraft Accidents or Incidents. Immediate notification of an accident or incident shall also be made to CAL FIRE. The aircraft shall remain in the custody of CAL FIRE until the department has investigated the cause and released the aircraft back to the operator.
5. Helicopters shall not be hired for special missions, i.e. water drops unless they are approved and have the necessary associated equipment, i.e. waterbucket.

**E. CHECK-OUT PROCESS**

1. Check out with a responsible CAL FIRE officer. NOTE: An after-action report shall be filed on each helicopter used by CAL FIRE. If the services provided by the contractor are less than satisfactory, they may be removed from the CWN directory.
2. A pay document should be initiated by a CAL FIRE officer and signed by the pilot verifying flight time and rates.
3. When an aircraft is released from the Assigned Work Location, demobilization costs will be paid back to the original point-of-hire, provided that is the immediate destination after release. Should the aircraft not immediately return to the original point-of-hire, demobilization costs will only be paid as incurred.

F. PAYMENT PROCESS

1. Even though pay documents are initiated on location, they may not be completed until a later date. CAL FIRE pay documents are self invoicing, requiring no invoice.
2. However, if a pay document is not initiated on location and an invoice is required, the invoice shall be submitted, in triplicate, to the billing address indicated by the requesting facility at the time of hiring.
  - a. In the absence of a billing address, submit the invoice to the administrative unit indicated by the three-letter identifier of the order number you were ordered on. A listing of mailing addresses is provided.
  - b. A separate invoice shall be submitted for services provided to each of the administrative units identified by a three-letter identifier if more than one order number was used.
3. The invoice shall state the following information:
  - a. CAL FIRE order and request number and name of fire.
  - b. Beginning and ending Hobbs meter readings.
  - c. All flight rates are wet. If CAL FIRE provides fuel, it shall be listed on the pay document and charged back to the operator at a rate equal to CAL FIRE fuel price. Total cost of fuel provided to an operator's helicopter shall be subtracted from the total amount due the operator for services provided.
  - d. Foam shall be billed to CAL FIRE at the operator's cost plus 10 percent handling fee. Foam may be replaced at CAL FIRE's option.
  - e. Payment for specialized equipment shall also be listed; i.e. fixed retardant tank, FLIR equipment, per diem.
  - f. Stamp the invoice with a small business certification, if qualified, to insure timely payment.
4. Attached is an *excerpt* from a CAL FIRE Fiscal Management Directive to determine payment.

G. SUMMARY

The above requirements and operating procedures are the minimum standards CAL FIRE will accept for CWN helicopters and pilots.

An authorized representative of the operator and CAL FIRE shall sign this agreement. Only one agreement shall be completed for each operator regardless of the number of aircraft approved.

**California Department of Forestry  
and Fire Protection -CAL FIRE**

**CALL-WHEN-NEEDED HELICOPTER REQUIREMENTS  
APPROVAL**

This approval page shall be attached to and become part of the California Department of Forestry and Fire Protection -CAL FIRE's Lease Agreement for the Intermittent Use of Aircraft, FC-107RW.

California Department of Forestry  
and Fire Protection –CAL FIRE

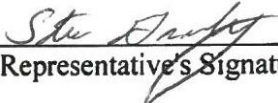
Orange County Sheriffs Department

\_\_\_\_\_  
Company Name (Type or Print)

\_\_\_\_\_  
CAL FIRE Representatives' Name  
(Please print)

\_\_\_\_\_  
Company Representative's Name  
(Please print)

\_\_\_\_\_  
CAL FIRE Representative's Signature

  
\_\_\_\_\_  
Representative's Signatu



\_\_\_\_\_  
Date

7-3-17  
\_\_\_\_\_  
Date



CCC-~~30704~~/2017**CERTIFICATION**

1, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i> County of Orange, acting through Orange County Sheriffs Dept.		<i>Federal ID Number</i> <b>956000928</b>
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> <b>Commander</b>		
<i>Date Executed</i> -3-17	<i>Executed in the County of</i>	APPROVED AS TO FORM OFFICE OF THE COUNTY COUNSEL ORANGE COUNTY, CALIFORNIA 

**CONTRACTOR CERTIFICATION CLAUSES**

1. **STATEMENT OF COMPLIANCE**: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section ~~111028403~~) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS**: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
  - 1) the dangers of drug abuse in the workplace;
  - 2) the person's or organization's policy of maintaining a drug-free workplace;
  - 3) any available counseling, rehabilitation and employee assistance programs; and,
  - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
  - 1) receive a copy of the company's drug-free workplace policy statement; and,
  - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one ( 1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §I 0296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 ~~or more, executed or amended after January 1, 2007, the~~ Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

7.8. GENDER IDENTITY: For contracts \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

### DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code § 10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code § 10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code § 10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code § 10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.


6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

STATE OF CALIFORNIA  
 Department of Forestry and Fire Protection  
**Contractor Certification Clauses for Services**  
 CAL FIRE-20 (Rev. ~~02/4/20~~05/15) (Page 1 of 3)

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Firm Name (Printed)</i> County of Orange, acting through Orange County Sheriff's Dept.		<i>Federal ID Number</i> <b>956000928</b>
<i>By (Authorized Signature)</i>  <i>Printed Name and _____ of Person Signing</i> <b>Commander</b>		
<i>Date Executed</i> <u>7-3-17</u>	<i>Executed in the County of</i> <u>Orange</u>	
<b>ATTENTION CONTRACTOR : Please be sure to initial clauses, where required.</b>		

**1. DARFUR CONTRACTING ACT VENDOR CERTIFICATION FORM CAL FIRE-720:** Under the Darfur Contracting Act (Public Contract Code Sections 10475-10481), if a company that currently, or within the previous three years, has had business activities or other operations outside of the United States submits a bid or proposal for a State of California contract for goods or services, the State agency must require the company to certify that it is not a *scrutinized* company as defined in Public Contract Code Section 10476, or that it is a scrutinized company that has been granted permission by the California Department of General Services to submit a bid or proposal for the contract.

**CONTRACTOR: You MUST INITIAL either line (a) or (b) below, to indicate your company's current certification requirement:**

\_\_\_\_\_ (a) We currently have, or have had within the previous three years, business activities or other operations outside of the United States, and, therefore, are REQUIRED to and shall complete and submit a form CAL FIRE-720 (Darfur Contracting Act Vendor Certification) with our bid or proposal for this contract for goods or services.

OR

\_\_\_\_\_ We currently do not have, and have not had within the previous three years, business activities or other operations outside of the United States, and, therefore, are NOT REQUIRED to complete and submit a form CAL FIRE-720 (Darfur Contracting Act Vendor Certification) with our bid or proposal for this contract for goods or services.

**2. STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

**3. DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
  - 1) the dangers of drug abuse in the workplace;
  - 2) the person's or organization's policy of maintaining a drug-free workplace;
  - 3) any available counseling, rehabilitation and employee assistance programs; and,
  - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
  - 1) receive a copy of the company's drug-free workplace policy statement; and,
  - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

STATE OF CALIFORNIA  
 Department of Forestry and Fire Protection  
 CAL FIRE-20 (Rev. ~~02/12~~05/15) (Page 2 of 3)

#### 4. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code § 10296) (Not applicable to public entities.)

#### 5. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE-PROBONO REQUIREMENT:

Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003. Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

**6. EXPATRIATE CORPORATIONS:** Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

#### 7. SWEATFREE CODE OF CONDUCT:

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.
- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

**8. DOMESTIC PARTNERS:** For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

#### DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California :

**1. 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 the California Department of Forestry and Fire Protection (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 dates shall extend thirty (30) calendar days beyond the initial forty-five (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.**

**2. CONFLICT OF INTEREST:** Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code § 10410):

- 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code § 10411):

- 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code § 10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code § 10430 (e))

**3. LABOR CODE/WORKERS' COMPENSATION:** Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

STATE OF CALIFORNIA  
 Department of Forestry and Fire Protection  
 CAL FIRE-20 (Rev. 02/12) (Page 3 of 3)

**4. AMERICANS WITH DISABILITIES ACT:** Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 U.S.C. 12101 et seq.)

**5. CONTRACTOR NAME CHANGE:** An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

**6. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

**7. RESOLUTION:** A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

**8. AIR OR WATER POLLUTION VIOLATION:** Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

**9. PAYEE DATA RECORD FORM STD. 204:** This form must be completed by all contractors that are not another state agency or other governmental entity.

**10. PREVAILING WAGES:** (Rates can be viewed at [www.dir.ca.gov/DLSRI](http://www.dir.ca.gov/DLSRI))

- 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 1813, contractor shall forfeit to the State a penalty of twenty-five dollars (\$25) 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, 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.

**11. CHILD SUPPORT WITHHOLDING DISCLAIMER:**  
Payment for services provided under this contract may be subject to withholding pursuant to a child support incoming order, California FC 5206, 5246, and 17512.

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GTC ~~61004/2017~~

## EXHIBIT C

### GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code § 10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.



8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code § 12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, natural origin, ancestry, physical disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate unlawfully against, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, color, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), genetic information, marital status, sex, gender identity, gender expression, age, sexual orientation or military and veteran status. and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code § 12990 (a-f) et seq.), and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, S 11000~~ection 7285~~ et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2: (Gov. Code SS11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article- Contractor shall permit access by representatives of the Department The applicable regulations of Fair Employment and Housing Commission implementing and awarding state agency upon reasonable notice at any time during the normal business hours, but no case less than 24 hours' notice, to such books, records, accounts, and all other sources of information and its facilities as said in Department or Agency shall require to ascertain compliance with this clause. -Government set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement. (See Cal. Code Regs., tit 2 S 11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307-04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION : In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code § I 0353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

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 . (Govt. Code §14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) 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) certify in a report to the awarding department: ( 1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract 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. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEA DER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

Contractor:  
Contract No.:

## EXHIBIT D

### SPECIAL TERMS AND CONDITIONS

The following terms and conditions apply to all California Department of Forestry and Fire Protection (CAL FIRE) contracts **unless identified "if applicable"**:

#### A. CONTRACT PROVISIONS

1. Prompt Payment

Upon receipt of a properly submitted, undisputed invoice, State shall pay contractor within forty-five (45) days, or automatically calculate and pay the appropriate late payment penalties as specified in Government Code, Chapter 4.5, 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.

2. Excise Tax

State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. 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.

3. Settlement of Disputes

In the event of a dispute, within ten (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 ten (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 bidproposal.

4. Right to Terminate (SCM 7.85)

The State reserves the right to terminate this agreement subject to thirty (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).

Contractor:  
Contract No.:

EXHIBIT "D"  
Special Terms and Conditions

5. Asbestos

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

6. DVBE Audits

If State determines contract is subject to disabled veteran-owned business enterprise requirements, contractor shall comply with Public Contract Code section 10115 et seq. and California Code of Regulations section 1896.60 et seq. Contractor shall make pertinent records available to State for review, shall permit State access to its premises upon reasonable notice during normal business hours for interviewing employees and inspecting records, and shall maintain records for audit purposes for a period of 3 years after final payment under the contract.

7. Potential Subcontractors

Nothing contained in this agreement or otherwise, shall create any contractual relation between State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. Contractor agrees to be 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, State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

8. Agency Liability

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

Contractor:  
Contract No.:

EXHIBIT "D"  
Special Terms and Conditions

9. 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 failure 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.

10. Non Eligible Alien – All Sole Proprietor Contracts – (SCM 2.07)

Contractor shall comply with US Code, Title 8, Section 1621 (a),(b), (c), and (d), concerning aliens or immigrants ineligible for State and local public benefits.

11. Priority Hiring Consideration - Contracts with a Value in Excess of \$200,000

If the resulting contract will have a total contract value of \$200,000 or more, the contractor is hereby advised that it will be obligated to give priority consideration in filling vacancies in positions funded by the resulting contract to qualified recipients of aid under Welfare and Institutions Code Section 11200. This requirement shall not interfere with or require a violation of a collective bargaining agreement, a federal affirmative action obligation for hiring disabled veterans of the Vietnam era, or nondiscrimination compliance laws of California and does not require the employment of unqualified recipients of aid.

**ITEM 12. –15. - IF APPLICABLE**

12. License and Permits

The Contractor shall be an individual or firm 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.

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 California Department of Forestry and Fire Protection – 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.

In the event, any license(s) and/or permit(s) expire at any time during the term of this contract, Contractor agrees to provide agency a copy of the renewed license(s) and/or permit(s) within 30 days following the expiration date. 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

Contractor:  
Contract No.:

EXHIBIT "D"  
Special Terms and Conditions

to any other remedies it may have, terminate this contract upon occurrence of such event.

13. Progress Payments

In accordance with the requirements set forth in the State Contracting Manual, Section 7.33 B, the State shall withhold, from the invoiced payment amount to the Contractor, an amount equal to ten percent (10%) of that payment. Such retained amount shall be held by the State and only released to the Contractor upon the State's staff determination that the Contractor has satisfactorily completed all of the required services as itemized on the invoice. If it is determined that an amount is withheld, it shall be released pending final completion of the Agreement.

14. Insurance

Liability insurance is required on new construction of buildings, major repairs or alterations defined as work in excess of \$50,000, on agreements of lesser amount with hazardous activities, excavation, drilling demolition, soil preparation fumigation, elevator maintenance, use or maintenance of any aircraft (fixed wing or rotor) or watercraft, and treatment, removal, storage, or any other handling of hazardous substances including but not limited to toxic waste, petroleum waste, asbestos, and like substances.

Contractor shall furnish to the State a certificate of insurance stating that contractor has general liability insurance, including bodily injury and property damage coverage presently in effect, with a combined single limit (CSL) of not less than \$1,000,000.00 per occurrence for activities performed under this contract.

a. Under this minimum coverage the certificate must show the following:

1. General liability covering bodily injury and property damage;
2. automobile liability insurance if motor vehicles are used; and
3. aircraft liability insurance is required in addition to public liability insurance, if any aircraft is used.

b. **The certificate of insurance must include the following provisions in their entirety:**

1. Insurer will not cancel the insured's coverage without 30 days' prior written notice to State;
2. State of California, its officers, agents, employees, and servants are included as additional insureds for purposes of this contract.

Contractor agrees that the bodily injury liability insurance herein provided for shall be in effect at all times during the term of this contract.

If any of these insurance coverages expire during this contract, contractor agrees to provide a new certificate of insurance at least 30 days prior to the insurance expiration. The new certificate of insurance must be for not less than the remainder of the contract or not less than one (1) year.

All insurance certificates are subject to approval by State of California Department of General Services. Contractor agrees to perform no work or services without approved



Contractor :  
Contract No.:

EXHIBIT " D"  
Special Terms and Conditions

insurance coverage. In the event contractor's insurance coverage ends, the State may, in addition to other remedies, terminate this contract.

Note: State will not provide nor compensate Contractor for any insurance premiums or costs for any type or amount of insurance.

- 15. Employee Benefits (Only applies to janitorial, housekeeping, custodian, food service, laundry, window cleaning, and security guard services).

Contractor shall provide the following "employee benefits": basic health care, dental services, vision services, holiday pay, vacation pay and retirement benefits to employees in accordance with Government Code section 19134. Contractor's completion and signature of the Employee Benefits Certification Form shall reflect compliance with this requirement. (See Exhibit "E", Employee Benefits Certification Form.)

In order to be paid on the contract, contractor must submit to the contracting agency a monthly written report identifying each preceding months benefits paid. (See Monthly Report of Employee Benefits.)

Note: Section 15., immediately above, and all references contained therein are NOT applicable to the "LEASE AGREEMENT FOR THE INTERMITTENT USE OF AIRCRAFT" to which this Exhibit D is Incorporated By reference. Exhibit E, "Compliance with Public Resources Code section 4114.5" is applicable to the "LEASE AGREEMENT FOR THE INTERMITTENT USE OF AIRCRAFT"

Acknowledged:

<u>Date:</u> _____	<u>Initials:</u> _____	<u>Date:</u> _____	<u>Initials:</u> _____
<u>CAL FIRE Representative</u>		<u>Orange County Representative</u>	

## EXHIBIT E

(Compliance with Public Resources Code section 4114.5)

- A. Pursuant to Public Resources Code section 4114.5 (PRC 4114.5), any contract the Department of Forestry and Fire Protection (CAL FIRE) enters to retain the services of pilots to fly firefighting aircraft shall expressly provide for certain one-time death benefits to eligible survivors if the pilot dies while performing the duties specified in the contract.
- B. This agreement (Contract) between CAL FIRE and \_\_\_\_\_ (“Contractor”) is subject to PRC 4114.5. Therefore, CAL FIRE expressly agrees to provide a one-time death benefit to eligible survivors if the pilot dies while performing the duties specified in the contract, in compliance with PRC 4114.5, and as outlined below.
- C. The one-time death benefit payable to the pilots’ eligible survivors will equal the sum of the following:
- 1) The amount of the one-time benefit that the eligible survivors of the pilot would receive if the pilot were subject to the federal Public Safety Officers’ Death Benefits Act (42 U.S.C. Sec. 3796 et seq.) (PSOB). This paragraph shall not be applicable if, at the time of the pilot’s death, the eligible survivors of the pilot are entitled to benefits under that act. This amount is currently \$350,079.00.**
- AND**
- 2) The current amount commensurate with the death benefit payable to a mid-career firefighter employed by CAL FIRE who died in the line of duty. (Special Death Benefit Rate)**

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- D. For purposes of this Contract, both (C)(1) and (C)(2) are identified below. CAL FIRE agrees to provide a total death benefit of \$1,498,279.14 to the eligible survivors of pilots who die while performing the duties specified in the contract, with the exception of pilots' eligible survivors who, at the time of the pilots' death, are entitled to PSOB, as described in paragraph (C)(1). CAL FIRE agrees to provide a total death benefit of \$1,148,200.14 to those PSOB-entitled, eligible survivors.

PSOB	\$350,079.00
Special Death Benefit Rate	\$1,148,200.14
CAL FIRE Death Benefit total for eligible survivors who are entitled to PSOB	\$1,148,200.14
CAL FIRE Death Benefit total for eligible survivors who are not entitled to PSOB	\$1,498,279.14

- E. Exhibit E, Compliance with Public Resources Code section 4114.5, shall be attached to and become part of the California Department of Forestry and Fire Protection – CAL FIRE's LEASE AGREEMENT FOR THE INTERMITTENT USE OF AIRCRAFT, FC-107RW.

California Department of Forestry  
and Fire Protection – CAL FIRE

\_\_\_\_\_  
Company or Agency Name (Type or Print)

\_\_\_\_\_  
CAL FIRE Representatives' Name  
(Please print)

\_\_\_\_\_  
Company or Agency Representative's Name  
(Please print)

\_\_\_\_\_  
CAL FIRE Representative's Signature

\_\_\_\_\_  
Representative's Signature