

required to work early and late evening hours). No poison baits or toxic material shall be accessible to the dog.

Kennel Run – Kennel runs are to have concrete floors and good drainage. Kennel will be a minimum of 10 x 5 foot run, six feet tall, material to construct kennel will be made of chain length fencing. This run shall also have a chain length roof for add security for dog. Approximately 4 x 5 feet of this chain length roof shall be covered to provide dog with adequate protection from local climatic conditions.

Sanitation – Kennel shall be thoroughly cleaned 7 days a week including Holidays. The entire kennel area must be free of refuse and garbage that could attract rats and insects. Kennel must be periodically disinfected using only those disinfecting products approved by a veterinarian. Stools must be removed from the run as often as necessary to keep the dog in a good sanitized environment. Dog will be bathed once a month.

Bedding – The dog shall be provided with a dog house adequate in size to meet the specifications of dog's height and weight requirements. The bedding that is provided shall be clean, comfortable and of a type that cannot injure the dog at any time (such as a type that can be chewed and cause choking). Provided bedding shall be washed weekly.

11. Diet

Type of Food and Feeding Schedule – Food is to be chicken/lamb and rice based dry dog food. The feeding time and amount of food to be determined by the handler.

Food Preparation Area – Food is to be stored in a rodent proof area so that the dog food served is not contaminated. Food preparation area, utensils and food handlers hands must be kept clean to avoid diseases transmitted by dirty hands and utensils. Water is to be fresh, available to the dog at all times and cleaned on a daily bases.

111. Medical Care

Veterinarian – Canine handler is responsible for taking dog to emergency medical care facility 24 hours a day.

Medications – Canine handler will be solely responsible for administering medications.

Vaccinations – Canine handler will be responsible for preventative medicine schedule (vaccinations, dental exams, cleaning, etc.). Handler shall also keep on hand a copy of all medical records and vaccination history.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment.

For services satisfactorily rendered and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, based on a daily rate of \$10.99.

Invoices shall include the Agreement number and be submitted in triplicate not more frequently than monthly in arrears to the CDFA Project Manager.

2. Budget Contingency Clause.

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

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 shall be made in accordance with and within the time specified in Government Code, Chapter 4.5 (commencing with Section 927).

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. 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 this Agreement is binding on any of the parties.

2. Antitrust Claims

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

1) "Public Purchase" means a purchase by mean of competitive bids of goods, services, 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 of Section 16750 of the Business and Professionals 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 assignors 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. Government Code Section 4554

3. 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.

4. Audit

Contractor agrees that the California Department of Food and Agriculture, 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 record 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. (GS 8546.7, PCC 10115 et seq., CCR Title 2, Section 1896).

5. Certification Clauses

The Contractor Certification Clauses contained in document CCC 199 previously submitted are hereby incorporated by references and made a part of this Agreement by this reference as if attached hereto.

6. Compensation

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

7. Disputes

Contractor shall continue with the responsibilities under this Agreement during any dispute.

8. Governing Law

This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

9. Non-Discrimination Clauses

During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital 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 (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulation, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporate 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.

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

10. 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 effected thereby.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. Definitions:

In interpreting this Agreement, the following terms will have the meanings given to them below, unless the context clearly indicates otherwise.

- “State” shall mean the State of California including, but not limited to, the California Department of Food and Agriculture (CDFA) and/or its designated officer.
- “Contractor” shall mean the recipient of funds pursuant to this Agreement.
- “Subcontractor” shall mean a person or entity which contracts with the Contractor to perform all or a portion of the work as specified in Exhibit A, Scope of Work.

2. Contractor’s Liability:

The Contractor warrants by execution of this Agreement, the California Department of Food and Agriculture is released of all responsibility and liability for any damage inflicted to Contractor's property or personal possessions where parcel inspection dog is kenneled. As of the effective date of this Agreement, Contractor herein accepts responsibility and assumes all liability for any acts committed by the parcel detection dog when kenneled at home of said Contractor. Contractor agrees to indemnify, release, hold harmless, and defend the California Department of Food and Agriculture, its agents, and employees from all liability for any loss, damage, or injury to persons or property arising from or related to any acts committed by the parcel detection dog, including without limitation all consequential and punitive damages.

3. Communication:

All official communication from Contractor to the CDFA shall be directed to the designated CDFA project manager for this Agreement. All formal notices required by this Agreement will be given in writing and sent by prepaid certified mail, by personal delivery or by telex. The CDFA reserves the right to change the CDFA project manager at any given time without an Agreement amendment and reserves the right to approve any substitution of the Agreement project manager and any other consulting staff.

4. Confidentiality and Public Records:

Contractor and the CDFA understand that each party may come into possession of the information and /or data, which may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act, commencing with Government Code, Section 6250, or the Public Contract Code. The CDFA agrees not to disclose such information or data furnished by contractor and to maintain such information or data as confidential when so designated by contractor in writing at the time it is furnished to the CDFA, only to the extent that such information or data is exempt from disclosure under the California Public Records Act and the Public Contract Code.

5. Dispute Settlement:

In the event of a dispute, the Contractor shall file a written "Notice of Dispute" with CDFA within ten (10) days of discovering the problem. Such Notice of Dispute shall contain the Agreement number. Within ten (10) days of receipt of such Notice of Dispute, the Director of the Administration Division shall meet with the Contractor and the CDFA project manager for the purpose of resolving the dispute. The decision of the Director shall be final.

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

6. Entire Agreement:

This Agreement supersedes all prior agreements, oral or written, made with respect to the subject hereof and, together with the Attachments and /or Exhibits hereto, contains the entire Agreement of the parties.

7. 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 CDFA Agreement file. Agriculture Parcel Inspection supervisor may inspect at any time kennel area for parcel dog to insure kennel meets all specifications of Exhibit A, Scope of Work. For consultant agreement, if Contractor did not satisfactorily perform the work, a copy of the evaluation will be sent to the Department of General Services, Office of Legal Services, and to the Contractor within 15 working days of the completion of the evaluation. (PCC 10369)

8. Force of Majeure:

Neither the State nor the Contractor, including the Contractor's subcontractor(s), if any, will be responsible hereunder for any delay, default or nonperformance of this Agreement, to the extent that such delay, default or nonperformance is caused by an act of God, weather, accident, labor strike, fire, explosion, riot, war, rebellion, sabotage, or flood, or any other cause beyond the reasonable control of such party.

9. Severability:

If any provisions of this Agreement are found to be unlawful or unenforceable, such provisions will be voided and severed from this Agreement without affecting any other provision of this Agreement. To the full extent, however that the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement be deemed to be a valid and binding agreement enforceable in accordance with its terms.

10. Stop Work Notice:

Immediately, upon receiving a written notice to stop work, Contractor shall cease all work under this Agreement.

11. Gratuities:

The CDFA may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this Agreement if it is found, after notice and hearing by the CDFA or his duly authorized representative, that gratuities were offered or given by the contractor, or any agent or representative of the contractor, to any employee of the CDFA, with a view toward securing an Agreement or securing favorable treatment

with respect to awarding or amending or making a determination with respect to performance of this Agreement.

12. 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 its responsibilities and obligations hereunder. Contractor shall be responsible for the performance of all subcontractors undertaking work issued as a result of this Agreement. Contractor shall also be responsible for controlling costs and maintaining accurate records of invoices received from subcontractors.

Subcontractors will be subject to any audits related to work performed as a part of or in relation to this Agreement. Contractor will be required to properly reimburse all subcontractors within twenty (20) working days of receipt of payment from the CDFA for services performed.