

**ENVIRONMENTAL SERVICES AGENCY  
DEPARTMENT OF AGRICULTURE/WEIGHTS & MEASURES  
Inter-Departmental Correspondence**

**Date:** May 15, 2001

**Hearing Date:** June 5, 2001

**TO:** Honorable Board of Supervisors

**FROM:** Marcia Raines, Director, Environmental Services Agency *MR*  
Gail Raabe, Agricultural Commissioner/Sealer *GR*

**SUBJECT:** Fiscal Year 2001-02 Pest Detection Agreement with the California Department of Food and Agriculture for Plant Pest/Disease Prevention (# 01-0065)

RECOMMENDATION

Approve the resolution authorizing execution of the agreement in the amount of \$364,735 between the Agricultural Commissioner and the California Department of Food and Agriculture for detection services for Medfly, gypsy moth, Japanese beetle, Mexican fruit fly, and other economically important pests.

Background

On December 1, 1981, the Board approved the first Pest Detection trapping contract with the California Department of Food and Agriculture and the contract has been renewed each year. The statewide insect trapping program protects the agricultural industry, home gardens and the environment by providing early detection of exotic pests that may be introduced into California

Discussion

Beginning July 1, 2001, under this proposed contract, the Agricultural Commissioner will receive funding to place and monitor 941 Medfly traps, 543 Mexican fruit fly traps, and a total of 1670 other traps (Japanese beetle, gypsy moth, Oriental fruit fly, and melon fly). The insect traps are placed throughout the County on residential and rural properties

Medfly and Mexfly traps will be serviced weekly except for the months of December through February. Oriental fruit fly, melon fly, Japanese beetle and gypsy moth traps will be serviced bi-weekly during the summer.

Board Memorandum, Agreement # 01-0065  
May 15, 2001  
Page Two

Fiscal Impact

This subvention of \$364,735 will reimburse the County for all Fiscal Year 2001/02 expenses related to the pest detection trapping program except a portion of the benefit costs for five seasonal, permanent part-time Pest Detection Specialists. These benefit costs will be funded with redirected state revenue received under the state High-Risk Pest Exclusion Contract. Revenue from the Pest Detection Program Contract and the High-Risk Pest Exclusion Contract has been included in the FY 2001/02 Recommended Level Budget. There is no net county cost associated with this contract.

Other Reviewing Agencies

This contract has been reviewed by County Counsel.

RESOLUTION NO. \_\_\_\_\_

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO

STATE OF CALIFORNIA

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RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT BETWEEN  
THE CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE  
AND COUNTY OF SAN MATEO IN THE AMOUNT OF \$364,735  
FOR THE DETECTION AND  
TRAPPING OF THE MEDITERRANEAN FRUIT FLY AND OTHER  
ECONOMICALLY IMPORTANT PESTS

RESOLVED, by the Board of Supervisors of the County of San Mateo,  
State of California, that

WHEREAS, there has been presented to this Board of Supervisors for its consideration and acceptance an Agreement, reference to which is hereby made for further particulars, whereby the COUNTY of SAN MATEO agrees to place and service traps for the California Department of Food and Agriculture as set forth in the Agreement for the period of July 1, 2001 to June 30, 2002; and

WHEREAS, this Board has been presented with a form of such Agreement and said Board has examined and approved same as to both form and content and desires to enter into same

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the President of this Board of Supervisors be, and is hereby authorized and directed to execute said Agreement with the California Department of Food and Agriculture in an amount not to exceed \$364,735 for the detection and trapping of Mediterranean Fruit Fly and other economically important pests for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest to the signature thereto.

#####

**STANDARD AGREEMENT**

STD 213.(NEW 02/98)

AGREEMENT NUMBER
01-0065

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

STATE AGENCY'S NAME
DEPARTMENT OF FOOD AND AGRICULTURE
CONTRACTOR'S NAME
County of San Mateo
2. The term of this Agreement is: July 1 2001 through June 30 2002
3. The maximum amount of this Agreement is: \$ \$364,735.00  
Three Hundred Sixty-Four Thousand Seven Hundred Thirty-Five Dollars and No Cents
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:

Exhibit A – Scope of Work	5	Page(s)	
Exhibit B – Budget Detail and Payment	2	Page(s)	
* Exhibit C – General Terms and Conditions	GTC-201		Dated February 20 2001
Exhibit D – Special Terms and Conditions	1	Page(s)	

\*View at [www.dgs.ca.gov/contracts](http://www.dgs.ca.gov/contracts)

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

<b>CONTRACTOR</b>	<b>CALIFORNIA Department of General Services Use Only</b>
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) County of San Mateo	
BY (Authorized Signature) 	DATE SIGNED
PRINTED NAME AND TITLE OF PERSON SIGNING	
ADDRESS Agriculture Building, 728 Heller Street Redwood City CA 94064	
<b>STATE OF CALIFORNIA</b>	
AGENCY NAME DEPARTMENT OF FOOD AND AGRICULTURE	
BY (Authorized Signature) 	DATE SIGNED
PRINTED NAME AND TITLE OF PERSON SIGNING SANDI CONRY, ACQUISITIONS MANAGER	
ADDRESS .220 N STREET, ROOM 100 SACRAMENTO CA 95814	
<input type="checkbox"/> Exempt per _____	

**EXHIBIT A  
(Standard Agreement)**

**SCOPE OF WORK**

1. Contractor agrees to provide to California Department of Food and Agriculture trapping services as described herein

County will provide services for placing and servicing traps for the detection of exotic insect pests which are considered hazardous to agriculture and to the economy of California

2. The services shall be performed in the County of San Mateo
3. The services shall be provided during the period of July 1 2001 through June 30 2002
4. The project representatives during the term of this agreement will be:

State Agency.	Contractor
Name. George Loughner	Name. Gail M. Raabe
Phone: (916) 654-1211	Phone: (650) 363-4700
Fax: (916) 654-0555	Fax: (650) 367-0130

Direct all inquiries to:

State Agency	Contractor
Section/Unit Pest Detection Emergency Projects	Section/Unit County Agricultural Commissioner
Attention George Loughner	Attention Gail M. Raabe
Address. 1220 N Street Room A-330 Sacramento CA 95814	Address Agriculture Building 728 Heller Street Redwood City, CA 94064
Phone (916) 654-1121	Phone: (650) 363-4700
Fax (916) 654-0555	Fax (650) 367-0130

5. See Attachment 1 to this Scope of Work for a detailed description of work to be performed and duties of all parties.

EXHIBIT A  
CONTRACT SPECIFICATIONS FOR STATE-COUNTY  
INSECT PEST DETECTION TRAPPING

AGENCY RESPONSIBILITY

**Section 1**

The California Department of Food and Agriculture shall

- A. Provide all traps, trap parts, and lures.
- B. Provide technical assistance and training to county agricultural personnel on the use of traps and detection procedures.
- C. Assist with and review the county's trapping programs annually for the purpose of establishing and signing form 60-221 (FY- Commitment Form) which will become Exhibit C of this agreement.
- D. Provide county trappers with copies of the CDFA Insect Trapping Guide
- E. Provide an annual training program specifically for trapping supervisors in which all counties shall participate.
- F. Pick up Dibrom treated wicks according to CA-EPA guidelines.

**Section 2**

The County Agricultural Commissioner shall:

- A. Place and service the minimum number of each trap type specified in Exhibit A. Trap densities, trapping periods and servicing schedules shall conform with those specified in the CDFA Insect Trapping Guide under "Definitions" for individual county situations. Ensure that all trapping procedures and protocols adhere to those outlined in the Insect Trapping Guide. A copy of the Insect Trapping Guide shall be kept in the trapper's vehicle for reference.
- B. Ensure that all traps (except McPhails) are numbered and dated at each servicing, indicating when rebaited. Trapping activities, including seasonal hiring and training (see trapping activities defined under "Definitions" in the Insect Trapping Guide) will start on the dates shown below. Traps will be removed on their final servicing prior to the end of the season, but not later than the dates shown below
- C. Ensure that Medfly and McPhail traps on the same property in the SOUTH SAN FRANCISCO BAY AREA are serviced every seven days; July 1, 2001, to November 30, 2001, and March 1, 2002, to June 30, 2002. Medfly traps not located on McPhail properties will be serviced every 14 days; July 1, 2001 to November 30, 2001,

and March 1, 2002, to June 30, 2002.

Ensure that Medfly traps IN OTHER URBAN AREAS are serviced every 14 days; July 1, 2001, to October 31, 2001, and April 1, 2002, to June 30, 2002. McPhail traps IN OTHER URBAN AREAS will be serviced every seven days; July 1, 2001, to October 31 2001, and April 1, 2002, to June 30, 2002.

Medfly traps in rural areas are to be serviced once each month and relocated at that time

- D. Ensure that Oriental fruit fly traps in the SOUTH SAN FRANCISCO BAY AREA are serviced every 14 days; July 1, 2001, to November 30, 2001, and March 1, 2002, to June 30 2002.
- E. Ensure that Oriental fruit fly traps IN OTHER URBAN AREAS are serviced every 14 days; July 1, 2001, to October 31, 2001, and April 1, 2002 to June 30, 2002.
- F. Ensure that melon fly traps are serviced every 14 days; July 1, 2001, to October 31, 2001, and June 1, 2002, to June 30 2002.
- G. Ensure that gypsy moth and Japanese beetle traps are serviced every 14 days July 1, 2001, to August 30 2001, and June 1, 2002, to June 30, 2002, or as determined by the CDFA District Entomologist. Gypsy moth traps located in remote areas may be placed in the spring and recovered in the fall with no interim servicing.
- H. Send trapping personnel to training provided by state detection entomologists
- I. Make a monthly report to the State on Form 66-035 (Rev.6/94) (Pest Detection Report Number 1) of all traps deployed and serviced during the month. Report all traps added or removed, and the total number of servicings during the month. Do not count trap relocation as "removed" and then "added". A servicing is an inspection of the trap for the presence of the target pest THIS REPORT MUST BE SUBMITTED WITH THE MONTHLY INVOICE FOR THE SAME TIME PERIOD.
- J. Provide one set of trapping records for all traps. This set, in the form of a "trapbook", will indicate the exact trap location using a site map and all information regarding servicing, baiting, and relocation of traps.
- K. Maintain county wall maps gridded into numbered square miles, depicting density of all traps deployed.
- L. Allow state detection personnel and/or federal PPQ officers to perform quality control inspections on all county trap lines including any specified county commitment trap lines
- M. Allow state detection entomologists and/or federal PPQ officers to accompany trappers and/or supervisors in the field. This will be credited as field training for county personnel
- N. Maintain an inventory of all known fruit fly host sites. The inventory shall be organized by square mile, contain the address of host property traceable to the nearest cross street, and indicate known hosts on that property. The inventory shall be updated yearly. The multiple trap card system will suffice for this inventory.

- O. Maintain on a daily basis a Form 60-210 (Daily Trapping Summary) for each trapper. This form will be available to the District Entomologist for review for an 18 month period
- P. Submit a completed Form 60-223 (Trapping Hours/Year Worksheet) along with the budget display for each fiscal year trapping program. Form 60-223 will be prepared by using the Standard Trap Servicing per season form.
- Q. Those counties generating Dibrom treated wicks (Oriental fruit fly and Melon fruit fly detection traps) will possess a CAI number issued by the California Environmental Protection Agency.



FY 2001/2002

EXHIBIT A  
COUNTY OF San Mateo  
AGREEMENT NO 01-0065

TRAP	<u>COUNTY COMMITMENT TRAPS</u>	<u>CONTRACTED TRAPS</u>	<u>TOTAL TRAPS</u>
MEDFLY	50	891	941
MC PHAIL	0	543	543
ORIENTAL FF	0	518	518
MELON FF	0	190	190
GYPSY MOTH	200	385	585
JAPANESE BEETLE	200	177	377
trap totals	450	2 704	3 154

includes 25 GM  
intensive survey in  
Woodside and Montara

**EXHIBIT B  
(Standard Agreement)**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. Invoicing and Payment**

- A. 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 which is attached hereto and made a part of this Agreement
- B. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears to

George Loughner  
California Department of Food & Agriculture  
Pest Detection Emergency Projects  
1220 N Street Room A-330  
Sacramento CA 95814

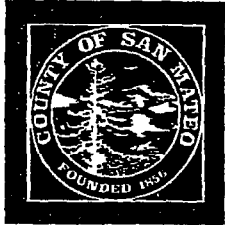
**2. Budget Contingency Clause**

- 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.

Environmental Services Agency



Department of  
Agriculture / Weights & Measures  
**COUNTY OF SAN MATEO**

728 HELLER STREET • P O BOX 999 • REDWOOD CITY CALIFORNIA 94064-0999

BOARD OF SUPERVISORS

MARK CHURCH  
RICHARD S GORDON  
JERRY HILL  
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MICHAEL D NEVIN

GAIL M. RAABE  
Agricultural Commissioner  
Sealer of Weights & Measures

(650) 363-4700 • FAX 367-0130

**EXHIBIT B**  
**COUNTY OF SAN MATEO**  
**AGREEMENT NO. 00-0065**

**PEST DETECTION TRAPPING BUDGET**

Fiscal Year 2001/2002

**A. PERSONNEL**

1. SALARIES	\$224,968
2. STAFF BENEFITS AND OVERHEAD	\$113,778

**TOTAL** **\$338,746**

**B. SUPPLIES** \$3,301

**C. VEHICLE OPERATION** \$22,688

**TOTAL CONTRACT AMOUNT** **\$364,735**

**EXHIBIT C  
(Standard Agreement)**

**GENERAL TERMS AND CONDITIONS, GTC-201**

PLEASE NOTE: This page is not included with the final agreement. The General Terms and Conditions are included in this agreement by reference to Internet site [www.dgs.ca.gov/contracts](http://www.dgs.ca.gov/contracts).

## 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 (GC 8546.7, PCC 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 recycled content, both post consumer waste and secondary waste as defined in the Public Contract Code, Sections 12161 and 12200, in materials, goods, or supplies offered or products used in the performance of this Agreement, regardless of

whether the product meets the required recycled product percentage as defined in the Public Contract Code, Sections 12161 and 12200. Contractor may certify that the product contains zero recycled content. (PCC 10233, 10308.5, 10354)

10. NON-DISCRIMINATION CLAUSE: 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 thereunder (California Code of Regulations, 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 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.

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 document the CCC201 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, 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 effected thereby.

18. UNION ORGANIZING For all contracts, except fixed price contracts of \$50,000 or less, the Contractor acknowledges that:

By signing this agreement Contractor hereby acknowledges the applicability of Government Code Section 16645 through Section 16649 to this agreement and agrees to the following.

a) Contractor will not assist, promote or deter union organizing by employees performing work on a state service contract, including a public works contract.

b) No state funds received under this agreement will be used to assist, promote or deter union organizing.

c) Contractor will not, for any business conducted under this agreement, use any state property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing, unless the state property is equally available to the general public for holding meetings.

d) If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and that Contractor shall provide those records to the Attorney General upon request.

EXHIBIT D  
(Standard Agreement)

**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, Contractor shall file a "Notice of Dispute" with the CDFA within ten (10) days of discovery of the problem. Such Notice of Dispute shall contain the Agreement number. Within ten (10) days of receipt of such Notice of Dispute the Agency Secretary or Designee shall meet with the Contractor and the CDFA project manager for the purpose of resolving the dispute. The decision of the Agency Secretary 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. Evaluation of Contractor**

Performance of the Contractor under this Agreement shall 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 the agreement amount is over \$5 000.

**4. 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.

**5. Potential Subcontractors**

If Contractor subcontracts out a portion of the work required by this Agreement 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.

**6. Right To Terminate**

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.