

California Department of Transportation



ADMINISTRATION
DIVISION OF PROCUREMENT AND CONTRACTS
1727 30th STREET, MS 65
SACRAMENTO, CA 95816-7006
PHONE (916) 227-6000
TTY 711

<https://dot.ca.gov/programs/procurement-and-contracts/>

July 22, 2026

**Invitation for Bid (IFB)
IFB # 11A4408
Notice to Prospective Bidders**

You are invited to review and respond to this **IFB 11A4408**, titled **Janitorial Services in Imperial County**. In submitting your bid, you shall comply with the instructions found herein. In addition to those programs and preferences that are specified in this solicitation, Prospective Contractors are encouraged to consider programs and preferences that are available, such as those for the use of small businesses, disadvantaged businesses, disabled veteran businesses, and other businesses covered by State and Federal programs and preferences.

As required by Executive Order S-02-06, the California Department of Transportation (Caltrans) is committed to meeting the State's twenty-five percent (25%) Small Business (SB) participation goal. Certified SBs, Micro Businesses (MB) and Contractors willing to commit to subcontracting a minimum of twenty-five percent (25%) of their net price to certified SBs or MBs (if applicable) are encouraged to submit bids. **Note: SB Public Works (SB-PW) certification does not count toward SB goals for this agreement.** See **Section D, Special Programs** in this IFB for requirements.

The DVBE Participation Program applies, and a **three percent (3%)** participation is required for this IFB. The DVBE Incentive Program may also apply to this IFB. See **Section D, Special Programs** in this IFB for requirements.

The designated contact person for this IFB is:

Tim Murphy
California Department of Transportation (Caltrans)
Email address: Timothy.murphy@dot.ca.gov
Phone: (279) 234-2662

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

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

ALL REQUIRED DOCUMENTS ARE EITHER ATTACHED (ATTACHMENT 1) OR THE DOCUMENT LINK IS PROVIDED ON ATTACHMENT 2, REQUIRED DOCUMENTS.

Sincerely,

Tim Murphy

Contract Analyst

A) Purpose and Description of Services

1. Contractor agrees to provide all labor, tools, user materials, cleaning supplies, and equipment necessary to provide janitorial services to the California Department of Transportation (Caltrans), as described herein.

Contractor shall provide all labor (one [1] person crew), tools, user materials, cleaning supplies, travel, incidentals, and equipment necessary to perform janitorial services for Caltrans District 11 in Imperial County.

2. Refer to the **Proposed Form of Agreement, Exhibit A**, which is attached to this IFB, for a more complete description of services.

B) Bidder's Minimum Qualifications

1. Bidder shall bid in compliance with the Wages and Employee Benefits, or In Lieu of Cash Payments as described herein (Gov. Code Section 19134).
2. Bidder must be registered with the Labor Commissioner's Office at the Department of Industrial Relations (DIR) at the time of bid submittal and for the duration of the proposed Agreement. Bidder shall provide proof of Janitorial Services Registration as part of submittal. Additional information can be found at http://www.dir.ca.gov/dlse/Janitorial_Providers_Contractors.html
3. Failure of Bidder to sufficiently meet any or all the minimum qualifications, in the opinion of Caltrans, will result in the Bidder's bid deemed non-responsive.

C) Bid Requirements and Information

1. Time Schedule

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

Event	Date	Time (Pacific Time)
IFB available to prospective bidders	07/22/2026	
Written Question Submittal	07/29/2026	
Final Date and Time for Bid Submission	08/06/2026	2:00 p.m.
Bid Opening	08/06/2026	2:30 p.m.
Proposed Award Date (estimate)	08/20/2026	

2. Questions and Answers

- A. Questions regarding this IFB must be submitted by **July 29, 2026**. Bidders must submit their questions via e-mail to Timothy.murphy@dot.ca.gov.
- B. Written questions must include: the individual's name, firm name, e-mail address and must reference **IFB No. 11A4408**.
- C. Written responses to all questions will be collectively compiled and posted, as an Addendum, to the Cal eProcure website (<https://caleprocure.com/pages/index.aspx>). It is the responsibility of the bidder to access the Cal eProcure website for any changes or addenda that may be posted. Refer to this **Section C, Time Schedule** for the schedule of events and dates/times. Bidder can contact the Contract Analyst named above.

3. Costs Included in Bid Rates

Bid prices/rates shall include the cost of employer payments to or on behalf of employees, subsistence, travel, compensation insurance premiums, unemployment contributions, social

security taxes, contract bond premiums, and any other taxes or assessments, including but not limited to, sales and use **taxes** required by law or otherwise and no additional allowance will be paid unless separate payment provisions in the Agreement should specifically provide otherwise.

4. **Small Business Preference**

SB Preference will be granted on this IFB. Only firms certified as a "Small Business" or "Micro Business" with the Department of General Services (DGS), Office of Small Business and DVBE Service (OSDS) or contractors who commit to subcontracting a minimum of 25 percent (25%) of their net bid price to SB or MB, in the categories most appropriate to accomplish the prescribed services, will be granted this preference. **SB-PW certifications are not eligible for SB preference, as this is not a public works agreement.** For more information, refer to **Section D, Special Programs**.

5. **Postconsumer Content Certification**

Bidder signature affixed hereon and dated on the Bid/Bidder Certification Sheet, shall signify that you are aware of the recycled materials, goods, and supplies program requirements of Public Contract Code Sections 12200 and 12205, and that the Recycled-Content Certification will be required for the winning bidder. The awarded bidder will be required to complete a Postconsumer-Content Certification (CalRecycle 74) and provide the form with the signed Agreement. An incomplete form or failure to provide a completed form will result in cancellation of the award.

6. **Mandatory Organic Waste Recycling**

Contractor generating organic waste or commercial solid waste shall comply with SB 1383; also Contractor will arrange for the recycling services required by this section in a manner that is consistent with State and local laws and requirements, including a local ordinance or local jurisdiction's franchise agreement, applicable to the collection, handling, or recycling of organic waste and commercial solid waste. This requirement does not modify, limit, or abrogate Contractor's right to sell or donate its recyclable organic waste materials consistent with the requirements of Public Resources Code Sections 42649.8 et seq. When applicable, Contractor must comply with these provisions.

7. **Motor Carrier Permit Requirements**

- A. Contractor is responsible for determining whether California Vehicle Code Sections 34601 and 34620 require Contractor to have a valid Motor Carrier Permit (MCP) issued by the Department of Motor Vehicles (DMV) in order for Contractor to lawfully perform any part or aspect of the work described in **Proposed Form of Agreement, Exhibit A** and, if California Vehicle Code Sections 34601 and 34620 do require same for any part or aspect of such work, Contractor must have a valid MCP(s) issued from the DMV for its services as a Motor Carrier of Property under this Agreement. Contractor shall pay any required fees necessary to obtain and maintain in good standing during the entire term of this Agreement the any such required MCP(s).
- B. The MCP(s), if any, required for Contractor's Motor Carriers of Property under California Vehicle Code Sections 34601 and 34620 shall be on file with Contractor for the duration of this Agreement. Upon request of Caltrans Contract Manager or their designee, Contractor must immediately provide to Caltrans a copy of the required MCP(s), if any.

8. **Janitorial Services Registration**

- A. Contractor that employs at least one (1) employee and one (1) or more covered workers, and enters into an Agreement or subcontract to provide janitorial services, must register yearly with the Labor Commissioner's Office at the Department of Industrial Relations (DIR), https://www.dir.ca.gov/dlse/Janitorial_Providers_Contractors.html.

- B. No Contractor or Subcontractor may be awarded a janitorial service agreement unless registered with the Labor Commissioner's Office pursuant to Labor Code Sections 1420-1434.
- C. Caltrans will verify each of the registration numbers provided by the bidder prior to award. Bidders that do not possess valid registration with the Labor Commissioner's Office will be deemed non-responsive and rejected from further consideration in the solicitation process.

9. Subcontractors

Bidder may subcontract portions of the work as defined in the attached **Proposed Form of Agreement, Exhibit A**. If subcontractors are used, complete the Bidder Declaration (GSPD-05-105). Bidder must ensure that the subcontractor(s) will have all necessary licenses, permits, and/or certifications to accomplish its portion of the work. Failure of a subcontractor(s) to have the proper licenses, permits, and/or certifications, shall be cause for rejection of bid.

10. Standard Title VI/Nondiscrimination Assurances (DOT Order No. 1050.2A)

Caltrans, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Statute 252, 42 USC Sections 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any Agreement entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

11. Benefits

- A. Agreements awarded from this solicitation are subject to Government Code Section 19134, and the bidder shall include in their bids, applicable provisions for Wages and Employee Benefits or In Lieu Cash Payments for all covered employees.
- B. Rate changes published by CalHR after issuance of this solicitation, but prior to bid due date, shall be included in an addendum to the solicitation.
- C. By the submission of the signed **Bid/Bidder Certification Sheet**, the bidder is committing to comply with the requirements of Government Code Section 19134 and Title 2, California Code of Regulations, Section 1896.300 (2 CCR Section 1896.300 et seq.).
- D. Wages and Employee Benefits shall be included as part of **Attachment 1, Bid Proposal**.
- E. Before execution of the Agreement, employers choosing to offer actual health benefits coverage and/or an actual retirement benefit plan (rather than In Lieu Cash Payments) shall provide evidence of such coverage and/or plan to Caltrans. **Failure to provide verifiable evidence of such coverage and/or plan shall be grounds for rejection of bid.**

12. Insurance

- A. The bidder who receives the Agreement award, will be requested to provide a Certificate of Insurance providing proof of insurance to the Division of Procurement and Contracts within 10 working days after the date of notification of award. The State's Office of Risk and Insurance Management will review insurance certificates and/or proof of self-insurance documentation before execution of the Agreement. Refer to the **Proposed Form of Agreement, Exhibit E**, for the applicable and specific Insurance requirements and coverage limits.
- A. The insurance carrier shall provide an endorsement for the additional insured statement as follows:

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

- B. The additional insured endorsement must accompany the certificate of insurance.
- C. Satisfying a Self-Insured Retention (SIR)

All insurance required by this Agreement must allow, but not require, the State to pay any SIR and/or act as Contractor's agent in satisfying any SIR. The choice to pay any SIR and/or act as Contractor's agent in satisfying any SIR is at the State's discretion. If the State chooses to pay any SIR and/or act as Contractor's agent in satisfying any SIR, Contractor shall reimburse the State for the same.

- E. Available Coverages/Limits

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

13. California Civil Rights Laws

Any person that submits a bid or proposal to, or otherwise proposes to enter into or renew an Agreement with, a State agency with respect to any Agreement in the amount of one hundred thousand dollars (\$100,000) or more shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the Agreement is renewed, that they satisfy all of the conditions set forth in California Public Contract Code Section 2010 and they shall execute the California Civil Rights Laws Certification (DOT ADM-0076), provided as a link in **Attachment 2, Required Documents**, completed, signed, and returned with its bid or proposal.

14. Darfur Contracting Act

- A. The Darfur Contracting Act, Public Contract Code Section 10475-10481, applies to any company that currently or within the previous three (3) years has had business activities or other operations outside of the United States. The Act was passed by the California Legislature and signed into law by the Governor to preclude State agencies generally from contracting with "scrutinized" companies that do business in the African nation of Sudan (of which the Darfur region is a part), for the reasons described in Public Contract Code Section 10475. All bidders shall complete the Darfur Contracting Act Certification (DOT ADM-0077), provided as a link in **Attachment 2, Required Documents**, and submit with the proposal.
- B. If your company has not, within the previous three (3) years, had any business activities or other operations outside of the United States, complete **Option 1** on Darfur Contracting Act Certification.
- C. A scrutinized company is a company doing business in Sudan as defined in Public Contract Code Section 10476. Scrutinized companies are ineligible to, and cannot bid on, or submit a bid or proposal for an Agreement with a State agency for goods or services. (Pub. Cont. Code Section 10477(a)).
- D. Therefore, Public Contract Code Section 10478(a) requires a company that currently has (or within the previous three (3) years has had business activities or other operations outside of the United States to certify that it is not a "scrutinized" company when it submits a bid or proposal to a State agency.
- E. A scrutinized company may still, however, submit a bid or proposal for an Agreement with a State agency for goods or services if the company first obtains permission from the Department of General Services according to the criteria set forth in Public Contract Code Section 10477(b).

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

On March 4, 2022, Governor Gavin Newsom issued Executive Order [N-6-22](#) (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law unless the contract has been Federalized (i.e. there is federal participation in any phase). By submitting a bid or proposal, Contractor represents that it is not a target of Economic Sanctions. Should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for rejection of the Contractor’s bid/proposal any time prior to contract execution, or, if determined after contract execution, shall be grounds for termination by the State.

16. Executive Order N-12-23 – Generative Artificial Intelligence (GenAI) Technology Use and Reporting

- A. The State of California seeks to realize the potential benefits of GenAI, through the development and deployment of GenAI tools, while balancing the risks of these new technologies. Bidder / Offeror must notify the State in writing if it:
- 1) Intends to provide GenAI as a deliverable to the State; or
 - 2) Intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts:
 - a) Functionality of a State system,
 - b) Risk to the State, or
 - c) Contract performance.

Note: For avoidance of doubt, the term “materially impacts” shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.

- B. Failure to report GenAI to the State may result in disqualification. The State reserves the right to seek any and all relief to which it may be entitled to as a result of such non-disclosure.
- C. Upon notification by a Bidder / Offeror of GenAI as required, the State reserves the right to incorporate GenAI Special Provisions into the final contract or reject bids/offers that present an unacceptable level of risk to the State.
- D. Government Code 11549.64 defines “Generative Artificial Intelligence (GenAI)” as an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system’s training data.

17. Bid Submittal

- A. All bids must be mailed or hand-delivered and received by Caltrans Division of Procurement and Contracts, Bid Unit, by dates and times shown in **Section C, Bid Requirements and Information**.
- B. The mailing package/envelope should be labeled as follows:

Note: All packages not clearly or properly labeled as indicated below, including overnight mail and hand delivered packages, may be rejected.

YOUR RETURN ADDRESS **Agreement No. 11A4408**
Bid Due Date: August 6, 2026
Bid Due Time: 2:00 p.m.
Bid Opening Date: August 6, 2026
Bid Opening: 2:30 p.m.
Attention: Tim Murphy

California Department of Transportation (Caltrans)
Division of Procurement and Contracts
ATTN: Bid Unit
1727 30th Street, 4th Floor, MS 65
Sacramento, CA 95816-7006

BID SUBMITTAL DO NOT OPEN

- C. **Late bids will not be considered.**
- D. **Bids received in electronic format will not be accepted.**
- E. All bids shall include the documents identified on the IFB's **Required Documents, Attachment 2, located at the end of the solicitation.** Bids not including the required documents may be deemed non-responsive. A non-responsive bid is one that does not meet the basic bid requirements.
- F. Only an individual who is legally authorized to bind the proposing firm contractually shall sign all documents requiring a signature, and each document must bear a signature.
- G. If your bid is hand delivered, you must date and time stamp the sealed envelope/package immediately upon arrival. The date/time stamp machine is located in the lobby on the first floor to the right of the security guard station at the address noted above. After date/time stamping, the bid should be placed in the locked bid cabinet located below the time stamp. If the bid package is too large to be electronically stamped, date/time stamp one (1) of the labels provided and attach it to the proposal package. When the bid package is too large for the locked bid cabinet, ask the security guard to call the Division of Procurement and Contracts reception desk at (916) 227-6000 to have your bid package picked up.
- H. Bid opening will be held via teleconference on the date and time specified in **Section C, Bid Requirements and Information.** Bidders may participate via teleconference by calling **1-866-700-7952** and entering the pass code **7089821#**. Calls will be accepted beginning at 2:20 p.m. until the conclusion of the bid opening. Bids will be read in Agreement numeric order; questions will not be allowed; and information will not be repeated. Initial bid opening results will be posted online on the Division of Procurement and Contracts website at <https://dot.ca.gov/programs/procurement-and-contracts/bid-results> by 3:00 p.m. on the day following the bid opening. The Agreement will be awarded to the lowest responsible bidder meeting the requirements outlined in the IFB after verification and applicable incentives are applied.
- I. Bids must include the performance of all the services described herein. Any attempt to modify the bid document to deviate from the work specifications will not be considered and will cause a bid to be rejected.
- J. A bid may be rejected if it is conditional, incomplete, or if it contains any alterations of form or other irregularities of any kind. Caltrans may reject any bid on the basis that it is not responsive or from a non-responsive bidder and may waive any immaterial deviation in a bid.

Caltrans waiver of an immaterial defect shall in no way modify the IFB document or excuse the bidder from full compliance with all requirements if awarded the Agreement.

- K. Costs for developing bids and in anticipation of award of an agreement is entirely the responsibility of the bidder and shall not be charged to the State.
- L. Only an individual who is authorized to bind the bidding firm contractually shall sign the Bid/Bidder Certification Sheet. The signature must also indicate the title or position that the individual holds in the firm. A bid with an unsigned Bid/Bidder Certification Sheet may be rejected.
- M. A bidder may modify a bid after its submission by first withdrawing the original bid and then by resubmitting a new bid prior to the bid submittal deadline. Bidder modifications offered in any other manner, oral or written, will not be considered.
- N. A bidder may withdraw a bid by, prior to bid opening, submitting a written withdrawal request to Caltrans, at DPAC.BidUnit@dot.ca.gov, signed by the bidder or an agent authorized to contractually bind the bidding firm. A bidder may thereafter submit a new bid prior to the bid submittal deadline. Bids may not be withdrawn without cause subsequent to bid submittal deadline. Please contact the Caltrans analyst located in this IFB with any questions.
- O. Caltrans may modify the IFB prior to the date fixed for submission of bids by the issuance of an addendum sent to all parties who received a bid package.
- P. Caltrans reserves the right to reject all bids for reasonable cause.
- Q. Bidders are cautioned not to rely on Caltrans during its evaluation process to discover and report to the bidder any defects and/or errors in the submitted documents. Before submitting their documents, bidders should carefully proof them for errors and full adherence to the IFB requirements.
- R. Where applicable, the bidder should carefully examine work sites and specifications. Bidder shall investigate conditions, character, and quality of surface or subsurface materials or obstacles that might be encountered. No additions or increases to the Agreement amount will be made due to a lack of careful examination of work sites and specifications.
- S. Caltrans does not accept alternate agreement language from a bidder. A bid with such language will be considered a counter proposal and will be rejected. The State's General Terms and Conditions (GTC) are not negotiable. Also, the winning bidder(s) must complete, sign, and submit all pages of the Contractor Certification Clauses (CCC 04/2017) as part of the Agreement award process. Both the GTC 02/2025 and CCC 04/2017 may be viewed at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>.

18. Evaluation and Selection

- A. At the time of bid opening, each bid proposal's total and any small business and/or micro business information (if applicable) will be read aloud. Bids are considered preliminary pending review and verification of applicable bid requirements such as: small business preference, incentives, DVBE, licensing, bonding, qualifications, or other requirements as stated in the IFB. Agreements will be awarded to the lowest responsive and responsible bidder.
- B. Caltrans will check the bid submittal package to verify it received all required documents. Positive verification of required documents will be performed to determine its responsiveness to the State's needs.
- C. Bids that contain false or misleading statements, or which provide references, which do not support an attribute or condition claimed by the bidder, shall be rejected.

- D. The Agreement, if awarded, shall be awarded to the responsible bidder who submits the lowest bid and meets all the specifications. A bid meets the specifications if it complies with all the requirements in this solicitation. In the event of a tie bid, Caltrans will draw lots to determine the successful bidder. Only one (1) bid may be submitted by an entity: individual, firm, partnership, corporation, joint venture, or combination thereof. Receipt of more than one (1) bid from an entity will result in all bids from that entity being rejected and returned to the bidder.

19. Award

- A. Preliminary bid results may be viewed on the internet after 3:00 p.m. on the first (1st) business day following the bid due date at <https://dot.ca.gov/programs/procurement-and-contracts/bid-results>.
- B. Whenever an Agreement is awarded under a procedure that provides for competitive bidding, but the Agreement is not to be awarded to the low bidder, the low bidder shall be given notice five (5) working days prior to the award of the Agreement by email.
- C. Upon written request by any bidder, the Notice of the Intent to Award shall be posted in a public place in the office of the awarding agency, as well as online at <https://dot.ca.gov/programs/procurement-and-contracts/notices-of-intent-to-award>, for at least five (5) working days prior to awarding the Agreement. This information can also be obtained by contacting the Contract Analyst directly.
- D. Upon award of the Agreement, Contractor shall complete and submit to Caltrans, the Payee Data Record (STD 204), to determine if Contractor is subject to State income tax withholding pursuant to California Revenue and Taxation Code Section 18662 et seq. This form can be found on the Internet at <https://www.dgs.ca.gov/PD> under the heading Forms. No payment shall be made unless a completed STD 204 has been returned to Caltrans.

20. Protest

Bidders have the right to protest the award of Caltrans Agreements subject to the following processes and procedures.

- A. Filing a Protest: The initial protest must be submitted to DGS, Office of Legal Services, and Caltrans, Protest Unit, prior to the award of the Agreement. When a protest has been submitted, the Agreement shall not be awarded until either the protest has been withdrawn or DGS has decided the matter. The written protest must be sent, either via e-mail or regular mail, to the addresses below:

California Department of Transportation (Caltrans) Division of Procurement and Contracts Attention: Bid, Protest, and Dispute Branch Chief 1727 30 th Street, MS 65 Sacramento, CA 95816 Phone Number: (916) 639-6322 Email: DPAC.Protest.Disputes.Terminations@dot.ca.gov	Department of General Services Office of Legal Services Attention: Bid Protest Coordinator 707 Third Street, 7 th Floor, Suite 7-330 West Sacramento, CA 95605 Phone Number: (916) 376-5080 Email: OLSProtests@dgs.ca.gov
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- B. Within five (5) days after filing the initial protest, the protesting bidder shall file with DGS and Caltrans, Protest Unit a full and complete written statement specifying the grounds for the protest. The full written protest statement must be sent to the same addresses above.

Note: E-mail is the preferred method of protest delivery. If a bidder uses regular mail, It is suggested that you submit any protest by certified or registered mail.

21. Standard Conditions of Service

- A. Service shall not begin prior to the express date set by Caltrans Contract Manager and Contractor, after all approvals have been obtained, and the Agreement is fully executed. Should Contractor fail to commence work at the agreed upon time, Caltrans Contract Manager, upon five (5) days written notice to Contractor, reserves the right to terminate the Agreement. In addition, Contractor shall be liable to Caltrans for the difference between Contractor's bid price and the actual cost of performing work by the second lowest bidder or by another Contractor.
- B. All performance under the Agreement shall be completed on or before the termination date of the Agreement.
- C. Antitrust Provisions
 - 1) 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 USC Section 15 or under the Cartwright Act Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, 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 (Gov. Code Section 4552).
 - 2) If the 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.
 - 3) Upon demand in writing by the assignor, the assignee shall, within one (1) 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 (Gov. Code Section 4554).
- D. If the bidder is awarded the Agreement and refuses to sign the Agreement presented for signature within the time and manner required, the bidder will be liable to Caltrans for actual damages resulting to Caltrans therefrom or 10 percent (10%) of the amount bid, whichever is less.
- E. Loss Leader usage is prohibited in this solicitation: It is unlawful for any person engaged in business within this State to sell or use any article or product as a "loss leader" as defined in California Business and Professions Code Section 17030. "Loss Leader" means any article or product sold at less than cost: a) where the purpose is to induce, promote or encourage the purchase of other merchandise; or b) where the effect is a tendency or capacity to mislead or deceive purchasers of prospective purchasers; or c) where the effect is to divert trade from or otherwise injure competitors.
- F. No oral understanding or agreement shall be binding on either party.

D) Special Programs

The following Special Programs are applicable to this IFB.

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

- A. Government Code Section 14835 et seq. requires that a five percent (5%) preference be given to contractors who qualify as a Certified SB or MB. References to a small business (SB) shall

also include micro-business (MB). The rules and regulations of this law, including the definition of a SB for the delivery of services, are contained in Title 2, California Code of Regulations, Section 1896 (2 CCR Section 1896) et seq.

- D. To claim the SB or MB preference, Contractor must have its principal place of business located in California, satisfy all of the SB or MB requirements, and be certified by the California Department of General Services (DGS), Office of Small Business and Disabled Veteran Business (DVBE) Services (OSDS). The preference amount may not exceed fifty thousand dollars (\$50,000) for any bid. If prospective contractor is claiming the five percent (5%) certified SB or MB preference, complete Section 16 of the **Bid/Bidder Certification Sheet**. Additionally, Contractor may satisfy the non-SB requirements described below.
- C. Pursuant to Government Code Section 14838 and 2 CCR Section 1896, if a bidder is not a certified SB, but wishes to be eligible for the five percent (5%) non-small business (NSB) preference, the bidder must subcontract at least twenty five percent (25%) of its net bid price to one (1) or more certified SBs. If bidder is claiming the five percent (5%) non-SB (NSB) preference, complete Section 17 of the Bid/Bidder Certification Sheet, as well as Bidder Declaration (GSPD-05-105). The bidder shall list the names of all certified SB firms being claimed for credit. Bidders must include quotes from each SB subcontractor, on the subcontractor letterhead. The quote must at minimum include the following: 1) type of services performed, or goods supplied 2) estimated hours, or quantity of goods 3) hourly rate, or unit price 4) total quote amount.
- C. Certified SB and MB bidder(s) shall have precedence over NSB bidders in the application of SB preference(s).
- D. SB preferences may not be applied to any bid deemed non-responsive with the solicitation instructions or from a non-responsive bidder.
- E. Questions regarding the certification approval process or SB program should be directed to OSDS at (800) 559-5529 or (916) 375-4940, or by email: osdshelp@dgs.ca.gov.
- F. SB or MB bidders or bidders using the "Non-Small Business" preference shall be granted a preference consisting of five percent (5%) of the lowest responsible bidder's total bid if the lowest bid is from a non-certified SB or MB.
- G. Additional references are at <https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Apply-for-or-Re-apply-as-Small-Business-Disabled-Veteran-Business-Enterprise>.

2. Disabled Veteran Business Enterprise (DVBE) Programs

- A. DVBE Participation Program with Participation Requirements:
 - 1) The required DVBE participation requirement for this IFB is **three percent (3%)**. The resultant Agreement is financed with State funds and subject to Public Contract Code Section 10115 et seq., Military and Veterans Code Section 999 et seq., and Title 2, California Code of Regulations, Sections 1896.60 (2 CCR Section 1896.60) et seq., that provides contracting opportunities for qualified DVBEs certified by the DGS. The DVBE Incentive Program will also apply—see DVBE Incentive Program below.
 - 2) Bidder shall complete and submit the Bid/Bidder Certification Sheet; Bidder Declaration (GSPD-05-105), and the Disabled Veteran Business Enterprise Declarations (STD 843). Bidder shall complete or collect STD 843(s) when the following situations occur:
 - Bidder is DVBE (prime) Contractor.

- Bidder subcontracts with any DVBE firm. Bidder collects and submits with its bid package a completed and signed STD 843 from each of the DVBE subcontractor(s) listed on the GSPD-05-105.

Failure to provide required DVBE information will result in the bid being rejected as non-responsive. . Bidders must include quotes from each DVBE subcontractor, on the subcontractor letterhead. The quote must at minimum include the following: 1) type of services performed, or goods supplied 2) estimated hours, or quantity of goods 3) hourly rate, or unit price 4) total quote amount.

- 3) Please review the DVBE Program Requirements: <https://www.dgs.ca.gov/-/media/Divisions/PD/OSDS/Certification/DVBE/DVBEProgramRequirements.pdf?la=en&hash=FBCA257A3ED083F3DBB85ECEEB37013CBCF0545C>
- 4) Additional references: <https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Apply-for-or-Re-apply-as-Small-Business-Disabled-Veteran-Business-Enterprise>.

B. DVBE Incentive Program

- 1) The DVBE Incentive Program applies to this solicitation. It is separate from the DVBE Participation Program and was established in Military and Veterans Code Sections 999 et seq., and Title 2, California of Regulations, Sections 1896.99 (2 CCR Section 1896.99) et seq., to encourage bidders to partner with DVBE subcontractors. A dollar cap of \$100,000 is set for all combined incentives and preferences. The incentive is used only for evaluation purposes to arrive at the successful bidder and does not alter the amounts of the actual bid. Any responsive and responsible bidder with the confirmed DVBE participation per the Tables in paragraph 3) below is eligible to receive the incentive. Bidders who are not responsive and responsible regardless of the amount of DVBE participation are not eligible to receive the incentive.
- 2) Caltrans will apply an incentive to bids proposing the utilization of DGS-certified DVBE firms identified on the Bidder Declaration (GSPD-05-105). Information provided on the GSPD-05-105 shall be verified by Caltrans prior to the award of the Agreement. The incentive amount is equal to a percentage of the lowest responsive and responsible bid based on the amount of DVBE participation in the bid being evaluated per the Tables below.
- 3) Participation Table

Required 3% Participation

Verified DVBE Participation	DVBE Incentive Amount
5% or more	5%
4.5%-4.99%	4%
4.0%-4.49%	3%
3.5%-3.99%	2%
3.0%-3.49%	1%

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

- 5) Please review the DVBE Program Requirements: <https://www.dgs.ca.gov/-/media/Divisions/PD/OSDS/Certification/DVBE/DVBEProgramRequirements.pdf?la=en&hash=FBCA257A3ED083F3DBB85ECEEB37013CBCF0545C>
- 6) Additional information: <https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Apply-for-or-Re-apply-as-Small-Business-Disabled-Veteran-Business-Enterprise>.

BID PROPOSAL

ADM-1412 (REV. 9/2025)

Attachment 1

Contractor's Name (Please Print):					
Item Number	Estimated Quantity	Unit of Measure	Item	Unit Price (Price Per Unit of Measure)	Total (Estimated Quantity X Unit Price)
1	312	Per Day	All labor (one [1] person crew), tools, user materials, cleaning supplies, travel, incidentals, and equipment necessary to provide janitorial services, per Exhibit A, Scope of Work.	\$	\$
2	6	Every Six Months	All labor, tools, user materials, cleaning supplies, and equipment needed to perform twice per year janitorial services, including professionally shampooing and spot cleaning carpets, machine scrubbing, refinishing, and spot cleaning all tile floors, and cleaning all windows inside and outside per Exhibit A, Scope of Work.	\$	\$
Total this Proposal				\$	
1) The above quantities are estimates only and are given as a basis for comparison of bids. No guarantee is made or implied as to the exact quantity that will be needed. 2) In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail. 3) Do not alter, modify, or change this bid proposal sheet. Any alterations, modifications, or changes to this bid proposal sheet will be grounds to reject the bid. 4) Each line item must be bid. Do not leave any unit price column blank or this bid proposal sheet will be deemed non-responsive.					

Bidder should indicate at time of bid which method will be used to comply with Government Code Section 19134 employee benefits requirements.

Bidder should select one (1) of three (3) options below:

- ☐ 1. Providing a benefit plan to employees valued at the CalHR benefits blended parties rate. Contractors electing to provide actual benefits (versus cash-in-lieu) to employees must provide evidence of benefit coverage to Caltrans upon notice of award. Evidence shall consist of the names of insurance providers and terms of coverage, or
- ☐ 2. Cash equal to CalHR blended benefits rate, or
- ☐ 3. Combination of a benefit plan and cash payments which together equal CalHR Total Rates Blended

Bidders electing to provide actual benefits (versus cash-in-lieu) to their employees must provide evidence of benefit coverage to Caltrans upon notice of award per Attachment 4, Exhibit B, Section # Employee Wages and Benefits.

**Attachment 2
Required Documents**

The following documents should be submitted, or your bid may be considered non-responsive.

Do **not** submit **this checklist**, the **Proposed Form of Agreement**, company advertisements, brochures, informational pamphlets, or any other document unless specifically noted in the IFB Requirements and/or as listed below.

- ☐ Attachment 1 - Bid Proposal (ADM-1412)
- ☐ Bid/Bidder Certification Sheet (DOT ADM-1416) [Bid/Bidder Certification Sheet](#)
- ☐ Bidder Declaration (GSPD 05-105) [Bidder Declaration](#)
- ☐ Disabled Veteran Business Enterprise Declarations (STD 843) [DVBE Declarations](#)
- ☐ Quotes from SB Subcontractors (on SB's letterhead)
- ☐ Quotes from DVBE Subcontractors (on DVBE's letterhead)
- ☐ California Civil Rights Laws Certification (DOT ADM-0076) [California Civil Rights Laws Certification](#)
- ☐ Darfur Contracting Act Certification (DOT ADM-0077) [Darfur Contracting Act Certification](#)
- ☐ Department of Industrial Relations (DIR) Janitorial Services Registration

The following documents will be requested of the WINNING BIDDER at time of contract award; they are NOT required at time of bid submittal:

- ☐ Contractor Certification Clauses (CCC 04/2017) [Contractor Certification Clauses](#)
- ☐ Postconsumer Content Certification Form (Cal Recycle 74) [Postconsumer Certification](#)
- ☐ Insurance (Requirements outlined in Proposed Form of Agreement, Exhibit E, Items 1 & 2)
- ☐ Payee Data Record (STD 204) [Payee Data Record](#)

Attachment 3
Proposed Form of Agreement

Note to Bidders: The following pages represent a sample of the Agreement that will be awarded, if any, from this **IFB**. Please review it carefully and present any questions in writing to the contact identified for this **IFB**. Do not return this Attachment with your bid.

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

11A4408

PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

California Department of Transportation (Caltrans)

CONTRACTOR NAME

TBD

2. The term of this Agreement is:

START DATE

November 15, 2026 (estimate) or upon Caltrans approval, whichever is later

THROUGH END DATE

November 14, 2029 (estimate)

3. The maximum amount of this Agreement is:

\$TBD

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	7
Exhibit B	Budget Detail and Payment Provisions	5
Exhibit C *	General Terms and Conditions (GTC 02/2025)	Online
+ - Exhibit D	Special Terms and Conditions	8
+ - Exhibit E	Additional Provisions	3
+ - Attachment 1	Bid Proposal (ADM-1412) (attached upon award)	1
+ - Attachment 2	Bidder Declaration (GSPD-05-105) (attached upon award)	2
+ - Attachment 3	Janitorial Services Duty Frequency	2

Items shown with an asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto.**These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>***IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.****CONTRACTOR**

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

TBD

CONTRACTOR BUSINESS ADDRESS

CITY

STATE

CA

ZIP

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

11A4408

PURCHASING AUTHORITY NUMBER (If Applicable)

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Department of Transportation (Caltrans)

CONTRACTING AGENCY ADDRESS

1727 30th St, MS 65

CITY

Sacramento

STATE

CA

ZIP

95816

PRINTED NAME OF PERSON SIGNING

TITLE

Contract Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

DGS Exemption Letter 15.0

Exhibit A
Commercial Services–State

Scope of Work

1. Contractor agrees to provide all labor, tools, user materials, cleaning supplies, and equipment necessary to provide janitorial services to the California Department of Transportation (Caltrans), as described herein.

Contractor shall provide all labor (one [1] person crew), tools, user materials, cleaning supplies, travel, incidentals, and equipment necessary to perform janitorial services for Caltrans District 11 in Imperial County.

2. The services shall be performed in **District 11** at the following locations within the **County of Imperial**:
 - A. Caltrans El Centro Region Office and Maintenance Facility, 1102 Montenegro Way, El Centro, CA 92243. These two (2) buildings, which consist of two single-story structures, are approximately 7,500 total square feet and include two (2) kitchenettes, four (4) bathrooms, one (1) conference room, 10 offices, two (2) crew rooms, and two (2) outdoor patio areas.
 - B. Equipment Shop Facility, 1102 Montenegro Way, El Centro, CA 92243. This building consists of a single-story structure of approximately 2,950 total square feet and includes one (1) lead worker's office, one (1) supervisor/files office, one (1) crew room, one (1) locker area, one (1) parts office, one (1) parts warehouse, one (1) women's/men's restroom, and one (1) shower.
3. This Agreement will commence on **November 15, 2026 (estimate)**, or upon approval by the Caltrans, whichever is later, and no work shall begin before that time. This Agreement is of no effect unless approved by Caltrans. Contractor shall not receive payment for work performed prior to approval of the Agreement and before receipt of notice to proceed by Caltrans Contract Manager. This Agreement shall expire on **November 14, 2029 (estimate)**, except as specified herein. The services shall be provided during the hours of 8:00 a.m. to 2:00 p.m., Monday through Friday, except State holidays. Caltrans Contract Manager will notify Contractor in advance if the workdays or hours need to be changed. The parties may amend this Agreement as permitted by law.
4. All inquiries during the term of this Agreement will be directed to the project representatives listed below:

California Department of Transportation (Caltrans):	Contractor: TBD
Section/Unit: District 11/Maintenance	
Caltrans Contract Manager:	Project Manager:
Address:	Address:
Business Phone Number:	Business Phone Number:
Email:	Email:

Exhibit A
Commercial Services--State

5. Description of Work

Contractor agrees to provide all labor (one [1] person crew), tools, materials, janitorial cleaning supplies, consumables, restroom and kitchen paper supplies, light bulbs and fluorescent tubes, and equipment necessary to provide a clean and sanitary work environment for Caltrans. All work is subject to the approval of Caltrans Contract Manager.

6. Contractor shall provide the following services in compliance with Attachment 3, Janitorial Services Duty Frequency, upon approval by Caltrans Contract Manager:

A. Two (2) Days Per Week Services (Tuesdays and Thursdays):

- 1) Vacuum, sweep, and damp mop all flooring in restrooms, kitchens, and break areas.
- 2) Vacuum, sweep, and mop stairways, hallways, lobby, office area, and conference room.
- 3) Vacuum all carpeted areas.
- 4) Vacuum and spot clean carpets and mats.
- 5) Clean toilets, urinals, sink, and all chrome fixtures in restrooms.
- 6) Clean sinks, tables, chairs, and all chrome fixtures in kitchen areas.
- 7) Clean restroom mirrors.
- 8) Empty sanitary napkin waste receptacles located in the restrooms.
- 9) Empty waste receptacles located in the lunchrooms, kitchens, break rooms, and restrooms.
- 10) Fill toilet paper dispensers, soap dispensers, paper towel dispensers, and toilet seat dispensers.
- 11) Clean all chrome fixtures, metal surfaces, exterior and interior of windows, and mini blinds.
- 12) Dust blinds, windowsills, tops of cabinets, filing cabinets, door sashes, ledges, and under black and white wall boards, and office equipment.
- 13) Clean inside and outside exterior doors.
- 14) Clean woodwork, partitions, baseboards, and walls.
- 15) Dust and polish office furniture.
- 16) Clean wastepaper baskets, kick plates, and drinking fountains.
- 17) Keep the janitor closet orderly.
- 18) Spot clean restroom partitions.
- 19) Clean entrance doorway windows and window coverings.
- 20) Provide and clean carpeted door mats and rubber backing by exits.
- 21) Provide plastic bag liners for waste baskets.
- 22) Empty shredder baskets.
- 23) Clean all entrances to buildings using a battery/electric blower except at rollup doors.
- 24) Provide and use enzyme cleaner to treat all floor and sink drains, urinals, and toilets with bacterial enzyme per product manufacturer instructions.

Exhibit A
Commercial Services–State

B. High-Touch Surface Cleaning:

Contractor shall provide the following service during the scheduled two days per week services noted above. Contractor shall disinfect high-touch items/surfaces with a disinfecting wipe (ex. Lysol or Clorox wipes) during cleaning of the facility. Items that need to be cleaned consist of:

- 1) Doorknobs (building entrance and restroom entrance)
- 2) Light switches
- 3) Toilet stall knobs and latches
- 4) Paper towel dispensers
- 5) Soap dispensers
- 6) Water fountains
- 7) Kitchen countertop
- 8) Kitchen appliances (refrigerator, microware, sinks)
- 9) Public facing counters

C. Twice Per Year Services:

- 1) Professionally shampoo and spot clean carpets.
- 2) Machine scrub, refinish, and spot clean all tile floor.
- 3) Clean all windows in Region Office, Maintenance Office, and Equipment Shop Facility inside and outside.

7. Supplies

- A. Contractor shall supply Caltrans Contract Manager with a list of proposed supplies (commercial grade), including manufacturer, size, and weight, before the commencement of work. All cleaning, sanitizing, and deodorizing agents shall be low emitting and meet Green Seal (GS) Standard GS-37, [Cleaning Products for Industrial and Institutional Use \(California State Administrative Manual Section 1825.4\)](#). All materials used shall be approved in advance by Caltrans Contract Manager. All supplies and materials required to service and maintain the location shall be furnished at Contractor's expense. All costs associated with supplies and materials are included in the **Bid Proposal, Attachment 1**, and no additional compensation will be paid for these following items:

- 1) Liquid cleansers for hard surfaces, such as wood, metal, tile, and sink.
- 2) Polishes for wood, chrome and metal surface.
- 3) Liquid scouring cleansers.
- 4) Air fresheners.
- 5) Plastic trash cans to be replaced if they are broken or damaged.
- 6) Trash bag liners for plastic trash cans.
- 7) Trash bag liners for the sanitary napkin receptacle.
- 8) Toilet seat protective covers.
- 9) Paper towels for kitchen and bathrooms.

Exhibit A
Commercial Services--State

- 10) Hand soap for soap dispensers.
- 11) Toilet paper.
- 12) Paper towels.
- B. Caltrans will provide all storage space for supplies. The secured storage room shall be kept in a neat and orderly fashion and shall only be used for the storage of janitorial supplies and materials.
- C. All cleaning, sanitizing, and deodorizing agents shall be packaged in factory sealed containers and shall not be diluted until ready for use.
- D. The Safety Data Sheet (SDS) for each product shall be displayed at the storage location per Occupational Safety and Health Administration (OSHA) regulations. Contractor shall have a thorough knowledge of the Environmental Protection Agency (EPA) regulations and warnings on labels of all chemicals and cleaners used. All Contractor's employees shall be instructed as to the proper usage of all chemicals and cleaners.

8. Specific Cleaning Procedures Required

Contractor shall follow the cleaning procedures specified in the [California State Administrative Manual Section 1825.4](#), Step 1, Item 4. Specifically:

- A. Specify, use, and properly maintain vacuum cleaners that meet the Carpet and Rug Institute's TM 113- 110901, [Laboratory Test Procedure for Quantifying Respirable Particulate From Vacuuming Carpet](#).
- B. Maintain entryways as specified in [CALGreen Section A5.504.5.1](#).
- C. Use non-chemical cleaning methods where feasible and shall minimize the use of chemicals when cleaning floor surfaces.
- D. Follow the cleaning procedures specified in [GS-42 Commercial and Institutional Cleaning Services](#).
- E. Follow the [Carpet Maintenance Guidelines for Commercial Applications](#) specified by the Carpet and Rug Institute.

9. Equipment

Contractor shall furnish all equipment necessary to perform the services for this Agreement, including, but not limited to, the following:

- A. Brooms.
- B. Dust mops.
- C. Wet mops.
- D. Mop buckets.
- E. Brushes.
- F. Cleaning rags.
- G. Polishing rags.
- H. Carpet vacuums.
- I. Carpet extractors.

Exhibit A
Commercial Services--State

- J. Buffing machines.
- K. Other equipment necessary to perform janitorial services.
- L. Contractor shall furnish all applicable oil and related products associated with the use of power equipment. The cost for these items shall be included in the bid price and no additional compensation will be paid for these items.

10. Failure to Perform:

If Contractor's employees are not available for services due to vacation, sick leave, or other absences, Contractor shall notify Caltrans Contract Manager or designee within 24 hours. A substitute janitor shall be available for days when the normal janitor will not be available. Failure to provide a replacement janitor will result in a deduction in a prorated manner of the monthly invoice for the days in which no janitor was provided. Prolonged or frequent failure to provide janitorial services or supplies may be considered grounds for termination of the Agreement for default in accordance with **Exhibit D, Item 2, Termination**.

11. Additional Contractor Requirements:

- A. Contractor shall provide each new employee with a minimum of four (4) hours of documented training and instruction prior to allowing the employee to begin janitorial services (side-by-side working will be permitted prior to completing the training). Training shall include proper use of cleaning products and all other services as required in accordance with this **Exhibit A, Scope of Work**, as well as safe work practices.
- B. Contractor shall have at least one (1) representative who can communicate in English while on site performing janitorial tasks.
- C. When two (2) or more employees are working a shift, one (1) shall be designated as a supervisor.
- D. Contractor shall provide clean uniforms to all their employees. When on duty, Contractor's employees shall wear shirts, pants, and shoes appropriate to the services provided. Outer garments, such as shirts, vests, coats, jackets, and sweatshirts, shall identify Contractor's name and the employees as a janitorial attendant.
- E. Any items of value found on the premises shall be immediately turned over to the Caltrans Contract Manager.
- F. Contractor shall ensure that only qualified and competent personnel are permitted on the job site and that the work shall be safely performed by the highest industry standards. Contractor shall take all the necessary precautions to prevent injury or hazard to Caltrans employees and/or the public.
- G. Contractor shall comply with all applicable Federal, State, county, city, and municipal laws, ordinances, rules, and regulations which in any manner affect those engaged or employed in the work to be performed under this Agreement.
- H. Contractor shall avoid causing unreasonable inconvenience to any person(s) doing business on Caltrans property. In the event Contractor's operation creates a condition hazardous to the Caltrans property occupants or the general public, Contractor shall provide all applicable warning signs alerting to any dangerous conditions at Contractor's own expense and without cost to Caltrans.
- I. Contractor shall obtain and pay for any applicable permits, licenses, registrations, and

Exhibit A
Commercial Services--State

certificates required by local ordinances as applicable to this Agreement.

- J. Prior to the commencement of waste disposal, Contractor must adhere to the provisions highlighted in Senate Bill 1383 (Lara) of 2016 Title 14, CCR, General Provisions section 18981.2, Public Resources Code sections 42652 et. Seq.

12. Code of Conduct

- A. Contractor and its employees shall be aware that they are working on Caltrans property and be courteous and respectful at all times. Contractor and its employees shall refrain from using loud voices, inappropriate language and shall conduct themselves in a professional manner at all times.
- B. It shall be the duty of Contractor and its staff to read and adhere to Caltrans policies and directives, available to Caltrans staff, including, but not limited to, the Director's Policy (DP) 3-Health and Safety, DP 18-Workplace Violence Prevention, Deputy Directive (DD) 8-Drug Free Workplace, DD 22-Weapons Prohibited on Caltrans Buildings and Caltrans Property, DD 49-Sexual Harassment Prevention.
- C. Public safety and convenience shall be considered at all times. If any person employed by Contractor appears to Caltrans Contract Manager to be incompetent or to act in a disorderly, unsafe, or improper manner, that person will be removed from the premises immediately and will no longer be employed on this Caltrans Agreement, unless agreed in advance by Caltrans Contract Manager.
- D. If Contractor's employees display any behavior that Caltrans Contract Manager deems inappropriate or offensive, Caltrans Contract Manager shall have the right to request that employee be removed from doing further work on this Agreement by Contractor.

13. Damages to State Property

In the event that any Caltrans property is damaged as a result of the actions of Contractor or its employees, Contractor shall repair, at its sole expense, the damage which has occurred as a direct result of Contractor or its employees in performing the services. Repair efforts shall be performed in a manner in which ensures all warranties are maintained for any products that are damaged. Repair efforts shall include the full costs for all required labor and materials.

14. Final Clean Up:

Contractor shall leave the work site in a clean and neat condition. If the work site is not left in a clean and neat condition, Contractor shall be called back to clean the work site as required at its sole expense. No invoice shall be paid unless the site has been cleaned to the satisfaction of Caltrans Contract Manager. All debris generated by Contractor's performance of the services, including any and all discarded parts or materials, shall be removed from work site upon completion of services each day, hauled away, and legally disposed of by Contractor, according to all local, State, and Federal laws.

Exhibit A
Commercial Services–State

15. Inspection of Work and Acceptance for Payment:

Work shall be subject to inspection and acceptance by Caltrans Contract Manager. Caltrans Contract Manager shall have the ultimate responsibility and authority to determine whether Contractor's duties and obligations under this Agreement, including specifically whether Contractor delivered all work and whether Contractor's work satisfied all of the applicable criteria in accordance with this **Exhibit A, Scope of Work**. Any work that needs correction shall be at Contractor's sole cost and expense. Failure to begin work or to complete work as required by this Agreement shall be considered grounds for termination of this Agreement for default in accordance with **Exhibit D, Item 2, Termination**.

Exhibit B
Commercial Services–State

Budget Detail and Payment Provisions

1. Invoicing and Payment

- A. For services satisfactorily rendered and approved by Caltrans Contract Manager, and upon receipt and approval of the invoices, Caltrans agrees to compensate Contractor in accordance with **Attachment 1, Bid Proposal** and this **Exhibit B**. Incomplete or disputed invoices shall be returned to Contractor, unpaid, for correction.
- B. Invoices shall be itemized in accordance with **Attachment 1, Bid Proposal** and shall be signed and submitted in triplicate not more frequently than in arrears of the service.
- C. Each invoice shall include:
 - 1) Agreement Number **11A4408**
 - 2) Dates of Service
 - 3) Location of Service
 - 4) Copy of Sign In/Sign Out Sheet
 - 5) Description of Work Performed
- D. Each invoice shall be submitted in triplicate to:

California Department of Transportation (Caltrans)
District 11/Maintenance
Attention: TBD
1102 Montenegro Way
El Centro, CA 9224
- E. Contractor shall submit Government Code Section 19134 employee wage and benefit compliance reports for verification by Caltrans Contract Manager with each invoice. Delinquent or inadequate reports will result in the withholding of payment until such documents are submitted by Contractor.

2. Budget Contingency Clause

- A. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional or legislative appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only if sufficient funds are made available to the State of California by the United States Government or the California State Legislature for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms, or funding of this Agreement in any manner.
- C. It is mutually agreed that if Congress or State Legislature does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- D. Pursuant to Government Code Section 927.13, no late payment penalty shall accrue during any time period for which there is no Budget Act in effect, nor on any payment or

Exhibit B
Commercial Services–State

refund that is the result of a federally-mandated program or that is directly dependent upon the receipt of federal funds by a State agency.

- E. Caltrans has the option to terminate the Agreement under the 30-day termination clause or to amend the Agreement to reflect any reduction of funds.

3. Prompt Payment Clause

- A. Payment will be made in accordance with, and within the time specified in, Government Code, Chapter 4.5, commencing with Section 927.
- B. Any subcontract entered into as a result of this Agreement shall contain all the provisions of this clause.

4. Cost Limitation

- A. Total amount of this Agreement shall not exceed **\$TBD**.
- B. It is understood and agreed that this total is an estimate and that Caltrans will pay only for those services actually rendered as authorized by Caltrans Contract Manager up to the total amount set forth in **Section A**, above.

5. Excise Tax

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

6. Costs Included in Bid Rates

- A. The cost of employer payments to or on behalf of employees, subsistence, travel, compensation insurance premiums, unemployment contributions, social security taxes, Agreement bond premiums, and any other taxes or assessments **including sales and use taxes** required by law or otherwise shall be included in the Agreement rates and no additional allowance will be made thereof, unless separate payment provision should specifically so provide.
- B. All costs associated with materials/supplies as described in **Exhibit A, Scope of Work**, shall be included in Contractor's rates.

7. Cost Principles

- A. Contractor agrees that the Contract Cost Principles and Procedures in 48 Code of Federal Regulations (CFR), Part 31, and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, in 2 CFR, Part 200, shall be used to determine the allowable individual items of cost.
- B. Any costs for which payment has been made to Contractor that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by Contractor to Caltrans.
- C. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this clause.

Exhibit B
Commercial Services–State

8. Employee Wages and Benefits

A. Pursuant to Government Code Section 19134, Contractor shall provide applicable wages and employee benefits and/or In Lieu Cash payment rates to all covered employees. With the exception of receiving holiday pay as described in Government Code Section 19134(h), this section does not apply to personal services Agreements for the services performed by employees of nonprofit organizations that are employed in accordance with any of the following: (1) A special license issued pursuant to Labor Code Section 1191.5; (2) A special certificate issued pursuant to Section 214 of Title 29 of the United States Code (USC); (3) A community rehabilitation plan described in Welfare and Institutions Code (WIC) Sections 19152 and 19404; and/or (4) A habilitation services program as described in WIC Sections 19352 and 19356.6.

1) "Wages" means hourly payments paid pursuant to Government Code Section 19134 to a covered employee for work performed by such employee. Wages must be valued of at least 85 percent (85%) of wages paid to State of California employees performing similar work. Contractor must pay their employees at a minimum, the current Government Code 19134 mandated minimum hourly wage – or the current applicable jurisdictional minimum wage rate for labor to be performed on behalf of Contractor, if higher – and the current blended benefits rate (and/or In Lieu Cash Payments).

2) "Employee Benefits" includes:

a) Health Benefits (means coverage a Contractor provides to a covered employee, either through a purchased plan or by self-insurance) for:

i. Basic health care, as identified in California Code of Regulations Title 28 1300.67, and

ii. Dental services, and

iii. Vision services.

b) Retirement Benefits, and

c) Holiday Pay, sick pay, and vacation pay.

Benefits shall be valued of at least 85 percent (85%) of the State cost for State of California employees performing similar work, **or** In Lieu Cash Payments, **or** a combination of the actual benefit and In Lieu Cash Payments totaling at least 85 percent (85%) of the State cost.

In Lieu Cash Payments to Covered Employees are valued of at least 85 percent (85%) of the State cost for State of California employees performing similar work.

B. "Covered Employee" means a person who performs any of the services as more than an incidental part of their duties under this Agreement. This excludes a person who performs solely supervisory or administrative services under this Agreement, or an owner/operator.

Rates: Minimum hourly wage rates are determined by the California Department of Human Resources (CalHR). Hourly wage rates for specific personal service classifications are included in annual Personal Services Contracts, which may be found

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at: <https://www.calhr.ca.gov/about-calhr/divisions-programs/labor-relations/personal-services-contracts/>. Government Code Section 19134 requires CalHR to set rates at 85 percent (85%) of the State's salary and benefit cost for State employees performing similar duties. The current CalHR rate, which includes the hourly wage rate plus minimum blended benefits rate for this Agreement are as follows:

Class title: **Custodian I**

Current hourly wage is **\$16.31**

***Current hourly CalHR wage rate may be lower than the applicable jurisdictional minimum hourly wage rate. In the event of a conflict between the two, the higher rate shall prevail and be paid.

Current benefits blended parties rate is **\$31.82**

Hourly wage rates and/or benefits blended parties rate may be adjusted annually in February by CalHR. Any published rate changes that occur during the term of this Agreement shall be effective via an amendment to this Agreement. The effective rate change date shall be applied retroactively, pursuant to the effective date published by CalHR. Contractor compliance with the Employee Benefits Blended Parties rate may be accomplished by one (1) of the following three (3) options:

- 1) Providing a benefit plan to the employees valued at the CalHR blended benefits rate. Contractors electing to provide actual benefits (versus In Lieu Cash Payments) to their employees must provide evidence of benefit coverage to Caltrans upon notice of award. Evidence shall consist of the name(s) of the applicable insurance company(ies), and terms of coverage, or a signed statement on company letterhead that Contractor is self-insured and the type of insurance offered for each employee plan, **or**
- 2) Cash equal to CalHR blended benefits rate (In Lieu Cash Payments, **or**
- 3) Combination of a benefit plan and In Lieu Cash Payments which together equal CalHR total rates blended.

C. Reports

In order to receive any payment under this Agreement, Contractor shall provide, along with their monthly invoice, a monthly report that shall comply with California Code of Regulations Section 1896.370(a), and include the following items:

- 1) The number of Covered Employees who received Wages and Employee benefits and/or Cash Payments in the preceding month.
- 2) The number of hours each Covered Employee worked on this Agreement in the preceding month.
- 3) The name of each Covered Employee who received Wages and Employee Benefits and/or Cash Payments in the preceding month.
- 4) The amount paid to each Covered Employee for Wages and Employee Benefits and/or Cash Payments in the preceding month. Contractor must itemize amounts paid for wages and for each type of employee Benefit/In Lieu Cash Payment separately.

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- 5) The total monthly cost of Wages and Employee Benefits and/or Cash Payments in the preceding month, excluding any administrative or indirect costs.
- D. Agreements and documents relating to implementing Government Code Section 19134 may be audited by Caltrans, DGS, and/or the California State Auditor's Office, or, in the case of a State-Leased Facility, by the contracting lessor.
- E. Failure to comply with the provisions of Government Code Section 19134 constitutes a material breach, which could subject the Agreement to immediate termination by default by Caltrans.

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Special Terms and Conditions

1. Settlement of Disputes

- A. Any dispute concerning a question of fact arising under this Agreement that is not disposed of by agreement shall be decided by Caltrans Contract Officer, who may consider any written or verbal evidence submitted by Contractor. The decision of the Caltrans Contract Officer, issued in writing, shall be Caltrans' final decision on the dispute.
- B. Neither the pendency of a dispute nor its consideration by Caltrans Contract Officer will excuse Contractor from full and timely performance in accordance with the terms of the Agreement.
- C. The final decision by Caltrans Contract Officer does not preclude subsequent litigation of the dispute in a court of competent jurisdiction.

2. Termination

- A. If, after award and execution of the Agreement, Contractor's performance is unsatisfactory, the Agreement may be terminated immediately for default. Additionally, Contractor may be liable to Caltrans for damages, including the difference between Contractor's original bid price and the actual cost of performing the work by another Contractor. Default is defined as Contractor failing to perform services required by the Agreement in a satisfactory manner.
- B. Caltrans reserves the right to terminate this Agreement for any or no cause upon 30 days written notice to Contractor. Upon such termination, no compensation shall be due or payable to Contractor except for compensation earned through the date of termination.
- C. The State may terminate this Agreement immediately for good cause. The term "good cause" may be defined as "impossibility of performance" or "frustration of purpose", but does not include material breach, default, or termination without cause. In this instance, the Agreement termination shall be effective as of the date indicated on the State's notification to Contractor.
- D. In the event that the total Agreement amount is expended prior to expiration date, Caltrans may, at its discretion, terminate this Agreement with 30-day notice to Contractor.

3. Retention of Records/Audits

- A. For the purpose of determining compliance with Government Code Section 8546.7, Contractor and Subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from the date of final payment under the Agreement. The State, the State Auditor, Federal Highway Administration, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of Contractor that are pertinent to the Agreement for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.
- B. Any subcontract entered into as a result of this Agreement shall contain all the provisions of this clause.

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4. Subcontractors

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between Caltrans and any Subcontractors, and no subcontract shall relieve Contractor of its responsibilities and obligations hereunder. Contractor agrees to be as fully responsible to Caltrans for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Contractor. Contractor's obligation to pay its Subcontractors is an independent obligation from the State's obligation to make payments to Contractor.
- B. Contractor shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted, except for Subcontractors listed on **Attachment 2, Bidder Declaration (GSPD-05-105)**.
- C. Any subcontract in excess of \$25,000 entered into as a result of this Agreement shall contain all the provisions stipulated in this Agreement to be applicable to Subcontractors.
- D. Any substitution of Subcontractors must be approved in writing by Caltrans Contract Manager in advance of assigning work to a substitute Subcontractor.

5. Payment to Subcontractor

- A. Contractor shall pay its Subcontractors within seven (7) calendar days from receipt of each payment made to Contractor by the State.
- B. Contractor shall return all moneys withheld in retention from a Subcontractor within 30 days after receiving payment for work satisfactorily completed, even if other Agreement work is not completed and has not been accepted in conformance with the terms of the Agreement. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to Contractor or Subcontractor in the event of a dispute involving late payment or non-payment to Contractor or deficient subcontract performance or noncompliance by a Subcontractor.

6. Reporting Disabled Veteran Business Enterprise (DVBE) Utilization

- A. If this Agreement requires DVBE participation, it is the responsibility of Contractor to track DVBE participation requirement progress and Contractor must report the actual amount paid to certified Subcontractors. Contractors must comply with Government Code Section 14841 and Military and Veterans Code Sections 999.5(d) and 999.7 by reporting the actual utilization of certified Subcontractor(s) during the performance of this Agreement. Contractor shall prepare and submit the Report of Utilization of Small/Micro Business and Disabled Veteran Business Enterprise State Funded Contracts Only (DOT ADM-3059) (<https://forms.dot.ca.gov/v2Forms/servlet/FormRenderer?frmid=DOTADM3059>) to Caltrans Contract Manager with each invoice.
- B. If Contractor fails to submit DOT ADM-3059 with final invoice, Caltrans Contract Manager shall withhold \$10,000, or full payment if it is less than \$10,000, from final payment on Agreement until Caltrans Contract Manager receives a complete and satisfactory DOT ADM-3059. Caltrans Contract Manager shall notify Contractor by email that Contractor must submit a complete and satisfactory DOT ADM-3059 within 30 days from the date of the notice. If Contractor fails to fully

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complete and submit the DOT ADM-3059 within this 30-day period, Caltrans shall permanently withhold payment of final invoice.

- C. Upon Caltrans Contract Manager's request, Contractor shall provide proof of payment for the work performed by DVBE subcontractor(s).

7. Reporting Small Business/Micro Business (SB/MB) Utilization

If SB/MB Subcontractor participation is a requirement of this Agreement, Contractor must report the actual amount paid to certified Subcontractors. Contractor must comply with Government Code Section 14841 by reporting the actual utilization of certified Subcontractor(s) during the performance of this Agreement. Contractor shall prepare and submit the Report of Utilization of Small/Micro Business and Disabled Veteran Business Enterprise State Funded Contracts Only (DOT ADM-3059) (<https://forms.dot.ca.gov/v2Forms/servlet/FormRenderer?frmID=DOTADM3059>) to Caltrans Contract Manager with each invoice.

8. DVBE Participation (Required)

- A. Contractor has complied with the requirements of Public Contract Code Section 10115 et seq. DVBE participation requirements achieved are expressed as a percentage of the estimated dollar value of this Agreement and are identified on **Attachment , Bidder Declaration (GSPD-05-105)**.
- B. The following participation requirements are Contractor's commitment set forth in this Agreement based upon the estimated total dollar amount to be expended.*

TBD% of work for DVBE(s).

*If this Agreement is amended and the additional work can be included in the sub-contracted work, the participation requirement may be amended to reflect this change. A revised **Bidder Declaration (GSPD-05-105)** must be attached to and made a part of the amended Agreement.

9. Substitutions of DVBEs

DVBE subcontractors shall be used per the California Code of Regulations, Title 2, Section 1896.70 unless a substitution is approved in writing by the DGS, Office of Small Business and Disabled Veteran Business Enterprise (OSDS). A DVBE subcontractor shall be replaced by another DVBE to perform the work originally stated. The substitution shall maintain, at minimum, the level of participation required, as stated in the bid.

- A. Contractor shall simultaneously notify the DVBE and Caltrans Contract Manager of the intended substitution. The written notice shall contain the reasons for the substitution and be sent by certified mail. Contractor shall submit the following to Caltrans Contract Manager:
- 1) A copy of the written notice issued to the DVBE with proof of delivery. In the absence of proof of delivery, provide the certified mail receipts.
 - 2) A copy of the DVBE's consent or opposition to the substitution. In the absence of the consent or opposition, provide the returned and unopened certified mail.
 - 3) The name and supplier number of the business being substituted and the name and supplier number of the proposed replacement. If a DVBE cannot be identified as a replacement, Contractor shall document the absence of DVBEs. This documentation shall include, but is not limited to:

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- a) Contact the Caltrans Small Business Advocate at smallbusiness.advocate@dot.ca.gov and the Department of Veterans Affairs at advocate@calvet.ca.gov regarding the absence of DVBEs to perform the specific work.
 - b) Search results from the DGS website for DVBEs to perform the specific work.
 - c) Communication with a DVBE Community Organization nearest the worksite regarding the absence of DVBEs, if applicable.
 - d) Documented communication with DVBEs describing the work to be performed, its percentage of the overall contract, the corresponding dollar amount, and their responses to the request.
- B. The DVBE shall have up to five (5) business days from the postmark date to consent or oppose the substitution. A copy of the DVBE's reply shall be sent simultaneously by certified mail to Contractor and Caltrans Contract Manager.
- C. When written oppositions to a substitution are filed, Caltrans shall grant the DVBE a hearing. The hearing notice shall be issued within five (5) business days from receipt of the opposition. If Caltrans grants the substitution, continue to **G**, below.
- D. Caltrans Contract Manager shall submit the substitution request to DGS, OSDS:
- 1) The request must meet the criteria as specified above or Public Contract Code Section 4107 for Public Works.
 - 2) The substitution request shall be accompanied by the hearing decision, when applicable.
- E. The OSDS will respond to substitution requests within three (3) business days. The OSDS shall consent to the substitution of another DVBE, or in the absence of a DVBE in any of the following situations:
- 1) When the DVBE becomes bankrupt, insolvent, or goes out of business.
 - 2) When the DVBE does not perform as listed in the Bidder Declaration.
 - 3) When the DVBE does not meet the bond requirements of Contractor.
 - 4) When the DVBE's name is incorrect due to an inadvertent clerical error. In the case of public works contracts, compliance with Public Contract Code Section 4107.5 is required.
 - 5) When the DVBE is not licensed as required by any State of California regulatory agency.
 - 6) When Caltrans, or its duly authorized officer, determines that the DVBE:
 - a) Did not perform in accordance with the plans and specifications; or,
 - b) Has delayed or disrupted the progress of the work.
- F. The DVBE substitution process shall not be used as an excuse for noncompliance with any provision of law. This includes, but is not limited to, the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100 et seq.) or any Agreement requirements relating to substitution of subcontractors.
- G. Contractors who proceed with work pending a substitution decision may be subject to contract termination, recovery of damages under rights, remedies, and penalties. This is outlined in Military and Veterans Code Section 999.9, Public Contract Code Section 10115.10, or Public Contract Code Section 4110 (applies to public works only). Failure to adhere to the DVBE

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participation in the performance of the Agreement may be cause for Agreement termination and recovery of damages under the rights and remedies due Caltrans.

- H. Any DVBE firm acting/working under subcontract must be responsible for providing materials, supplies, equipment, or services and must carry out its responsibility by actually performing, managing, or supervising the work involved that is normal for its business services and functions.
- I. Contractor shall maintain records of all subcontracts entered into with DVBE Subcontractors, including records of materials purchased from DVBE suppliers. Such records shall show the name and address of each DVBE Subcontractor or supplier and the total dollar amount paid to each one. Upon completion of the Agreement, a summary of these records shall be prepared and certified correct by Contractor or his authorized representative and the summary shall be furnished to Caltrans Contract Manager.

10. Non-Solicitation

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

11. Laws to be Observed

Contractor shall keep fully informed of all existing and future laws, including: State and Federal, county and municipal ordinances and regulations including but not limited to Senate Bill 1383 of 2016 Title 14, CCR, General Provisions section 18981.2, Public Resources Code sections 42652 et. seq., and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same, which in any manner affect those engaged or employed in the work, the materials used in the work, or which in any way affect the conduct of the work. Contractor shall at all times observe and comply with and shall cause all agents and employees to observe and comply with, all such existing and future laws, ordinances, regulations, orders, and decrees of bodies or tribunals having any jurisdiction or authority over the Agreement. Contractor shall protect and indemnify the State of California and all officers and employees thereof connected with the work against any claim, injury, or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by Contractor, its Subcontractor(s), or an employee(s). If any discrepancy or inconsistency is discovered in the plans, drawings, specification, or Agreement for the work in relation to any such law, ordinance, regulation, order, or decree, Contractor shall immediately report the same to Caltrans Contract Manager in writing.

12. Specific Legal References

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

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13. Equipment Indemnification

- A. Contractor shall indemnify Caltrans for any claims against Caltrans for loss or damage to Contractor's property or equipment during its use under this Agreement and shall at Contractor's own expense maintain such fire, theft, liability, or other insurance as deemed necessary for this protection. Contractor assumes all responsibility which may be imposed by law for property damage or personal injuries caused by defective equipment furnished under this Agreement or by operations of Contractor or Contractor's employees under this Agreement.
- B. Any subcontract entered into as a result of this Agreement shall contain all the provisions of this clause.

14. Force Majeure

Except for defaults of Subcontractors, 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 (directly or indirectly) caused by "Force Majeure" without the fault, intentional act, or negligence of the Contractor. As used in this section, "Force Majeure" shall include, but shall not be limited to, acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight embargo, interruption in service by a regulated utility, or governmental statutes or regulations superimposed after the fact.

If a delay in, or failure of, performance by Contractor arises out of a default of its Subcontractor, and if such default of its Subcontractor arises out of causes beyond the (direct or indirect) control of both Contractor and Subcontractor, and without the fault, intentional act, or negligence of either of them, Contractor shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule.

15. State-Owned Data–Integrity and Security

- A. Contractor shall comply with the following requirements to ensure the preservation, security, and integrity of State-owned data on portable computing devices and portable electronic storage media:
 - 1) Encrypt all State-owned data stored on portable computing devices and portable electronic storage media using government-certified Advanced Encryption Standard cipher algorithm with a 256-bit or 128-bit encryption key to protect Caltrans data stored on every sector of a hard drive, including temp files, cached data, hibernation files, and even unused disk space.

Data encryption shall use cryptographic technology that has been tested and approved against exacting standards, such as FIPS 140-2 Security Requirements for Cryptographic Modules.
 - 2) Encrypt, as described above, all State-owned data transmitted from one computing device or storage medium to another.
 - 3) Maintain confidentiality of all State-owned data by limiting data sharing to those individuals contracted to provide services on behalf of the State, and limit use of State information assets for State purposes only.
 - 4) Install and maintain current anti-virus software, security patches, and upgrades on all computing devices used during the course of the Agreement.

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- 5) Notify Caltrans Contract Manager immediately of any actual or attempted violations of security of State-owned data, including lost or stolen computing devices, files, or portable electronic storage media containing State-owned data.
 - 6) Advise the owner of the State-owned data, the agency Information Security Officer, and the agency Chief Information Officer of vulnerabilities that may present a threat to the security of State-owned data and of specific means of protecting that State-owned data.
- B. Contractor shall use the State-owned data only for State purposes under this Agreement.
- C. Contractor shall not transfer State-owned data to any computing system, mobile device, or desktop computer without first establishing the specifications for information integrity and security as established for the original data file(s). (State Administrative Manual Section 5335.1).

16. Employment of Undocumented Workers

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

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

In addition to, and not a limitation of, Contractor's indemnification obligations contained elsewhere in this Agreement, Contractor hereby assumes all risks of consequences of exposure of Contractor's employees, agents, Subcontractors, Subcontractors' employees, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with performance of this Agreement, to any and all environmental health hazards, local and otherwise, in connection with the performance of this Agreement. Such hazards include, but are not limited to, bodily injury and/or death resulting in whole or in part from exposure to infectious agents and/or pathogens of any type, kind, or origin. Contractor also agrees to take all appropriate safety precautions to prevent any such exposure to Contractor's employees, agents, Subcontractors, Subcontractors' employees, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement. Contractor also agrees to indemnify and hold harmless Caltrans, State of California, and each and all of their officers, agents, and employees, from any and all claims and/or losses accruing or resulting from such exposure. Except as provided by law, Contractor also agrees that the provisions of this paragraph shall apply regardless of existence or degree of negligence or fault on the part of Caltrans, State of California, and/or any of their officers, agents, and/or employees.

18. Mandatory Organic Waste Recycling

It is understood and agreed that pursuant to Public Resources Code Sections 42649.8 et seq., if Contractor generates two (2) cubic yards or more of organic waste or commercial solid waste per week, Contractor shall arrange for organic waste or commercial waste recycling services that separate/source organic waste for organic waste recycling. Contractor shall provide proof of compliance, i.e. organic waste recycling services or commercial waste recycling services that separate/source organic waste recycling, upon request from Caltrans Contract Manager.

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19. ADA Compliance

All entities that provide electronic or information technology or related services that will be posted online by Caltrans must be in compliance with Government Code Sections 7405 and 11135 and the Web Content Accessibility Guidelines (WCAG) 2.0 or subsequent version, published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success. All entities will respond to and resolve any complaints/deficiencies regarding accessibility brought to their attention.

20. Electronic Signatures

Each party agrees that electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures for this Agreement. Documents that are referenced by this Agreement may still require manual signatures.

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

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

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Additional Provisions

1. General Provisions Required in all Insurance Policies

- A. Deductible: Contractor is responsible for any deductible or self-insured retention (SIR) contained within the insurance program.
- B. Coverage Term: Coverage must be in force for the complete term of this Agreement. If insurance expires during the term of this Agreement, a new certificate must be received by the Caltrans Contract Manager at least 10 days prior to the expiration of the insurance. Any new insurance must continue to comply with the original terms of this Agreement.
- C. Policy Cancellation or Termination and Notice of Non-Renewal: Contractor shall provide, to the Caltrans Contract Manager within five (5) business days, following receipt by Contractor, a copy of any cancellation or non-renewal of insurance required by this Agreement. In the event Contractor fails to keep, in effect at all times, the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event, subject to the provisions of this Agreement.
- D. Primary Clause: Any required insurance contained in this Agreement shall be primary, and not excess or contributory, to any other insurance carried by the State.
- E. Inadequate Insurance: Inadequate or lack of insurance does not negate Contractor's obligations under this Agreement.
- F. Endorsements: Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- G. Insurance Carrier Required Rating: All insurance companies must carry a rating acceptable to the Department of General Services, Office of Risk and Insurance Management (ORIM). If Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required. Department of General Services, ORIM Website: <https://www.dgs.ca.gov/ORIM>.
- H. Contractor shall include all of its subcontractors as insureds under Contractor's insurance or supply evidence of insurance to the State equal to the policies, coverages, and limits required of Contractor.
- I. The State will not be responsible for any premiums or assessments on the policy.

2. Insurance Requirements

- A. Commercial General Liability
 - 1) Contractor shall maintain general liability on an occurrence form with limits not less than **\$1,000,000** per occurrence and **\$2,000,000** aggregate for bodily injury and property damage liability. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured Agreement. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to Contractor's limit of liability.

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- 2) The policy must include:

Caltrans, State of California, its officers, agents, employees, and servants are included as additional insured but only with respect to work performed under this Agreement.

- 3) The additional insured endorsement must accompany the certificate of insurance.
- 4) This endorsement must be supplied under form acceptable to the Department of General Services, Office of Risk and Insurance Management.

B. Automobile Liability

Contractor shall maintain motor vehicle liability with limits not less than **\$1,000,000** combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle, including owned, hired, and non-owned motor vehicles. The same additional insured designation and endorsement required for general liability is to be provided for this coverage.

C. Workers' Compensation and Employer's Liability

Contractor shall maintain statutory workers' compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Agreement. Employer's liability limits of **\$1,000,000** are required. When work is performed on State owned or controlled property, the workers' compensation policy shall contain a waiver of subrogation in favor of the State. The waiver of subrogation endorsement shall be provided to Caltrans Contract Manager.

D. Satisfying a Self-Insured Retention (SIR)

All insurance required by this Agreement must allow, but not require, the State to pay any SIR and/or act as Contractor's agent in satisfying any SIR. The choice to pay any SIR and/or act as Contractor's agent in satisfying any SIR is at the State's discretion. If the State chooses to pay any SIR and/or act as Contractor's agent in satisfying any SIR, Contractor shall reimburse the State for the same.

E. Available Coverages/Limits

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

3. Licenses and Permits

- A. Contractor shall be an individual or firm qualified to do business in California and shall obtain at its expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this Agreement.
- B. If Contractor is headquartered in the State of California, Contractor must possess a business license or equivalent from the city/county in which it is headquartered. If Contractor is a corporation or other business entity (apart from a sole proprietorship or general partnership), then Contractor must be registered and active/in good standing with the California Secretary of State.
- C. If Contractor is headquartered outside the State of California, Contractor must submit to Caltrans a copy of its business license or equivalent. If Contractor is a foreign (outside of California) corporation or other business entity (apart from a sole proprietorship or general

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partnership), then Contractor must be registered and active/in good standing with the California Secretary of State.

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

4. Motor Carrier Permit Requirements

- A. Contractor is responsible for determining whether California Vehicle Code Sections 34601 and 34620 require Contractor to have a valid Motor Carrier Permit(s) (MCP) issued by the Department of Motor Vehicles (DMV) in order for Contractor to lawfully perform any part or aspect of the work described in **Exhibit A, Scope of Work**, and, if California Vehicle Code Sections 34601 and 34620 do require same for any part or aspect of such work, Contractor must have a valid MCP issued from the DMV for its services as a Motor Carrier of Property under this Agreement. Contractor shall pay any required fees necessary to obtain and maintain in good standing during the entire term of this Agreement any such required MCP(s).
- B. MCP(s), if any, required for Contractor's Motor Carriers of Property under California Vehicle Code Sections 34601 and 34620 shall be on file with Contractor for the duration of this Agreement. Upon request of Caltrans Contract Manager or their designee, Contractor must immediately provide to Caltrans a copy of the required MCP(s), if any.

5. Prohibition of Delinquent Taxpayers

Public Contract Code Section 10295.4 prohibits the State from entering into an Agreement for goods or services with any taxpayer, whose name appears on either list maintained by the California Department of Tax and Fee Administration or the Franchise Tax Board pursuant to Revenue and Taxation Code Sections 7063 and 19195, respectively, of the 500 largest tax delinquencies. Public Contract Code Section 10295.4 provides no exceptions to these prohibitions.

6. Interfacing with Pedestrian and Vehicular Traffic

Pursuant to the authority contained in California Vehicle Code Section 591, Caltrans has determined that within such areas as are within the limits of the project and are open to public traffic, Contractor shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14 and 15 of the California Vehicle Code. Contractor shall take all necessary precautions for safe operations of Contractor's equipment and the protection of the public from injury and damage from such property.

7. Janitorial Services Registration

No Contractor or Subcontractor may be awarded a janitorial services Agreement unless registered with Labor Commissioner's Office pursuant to Labor Code Sections 1420-1434.

Attachment 3
Janitorial Services Duty Frequency

	Once per week	Once per Month	Twice per Year	Upon Request or As Needed
A. REGULAR JANITORIAL SERVICE				
Sweep and/or Dust Mop Floors				
Stairways				
Hallways				
Lobbies				
Office Area & Conference Rooms				
Restrooms & Lounges				
Vacuum Carpets				
Spot Clean Carpets				
B. KITCHEN & LUNCHROOM				
Cleaning kitchen counter tops				
Wiping down microwave				
C. DUST/POLISH				
Window Sills				
Tops of Cabinets				
Filing cases				
Door sashes, Ledges & Tops of Partitions				
Light Fixtures				
Picture Frames				
Chalk Rails				
Desks				
Chairs				
Office Equipment & Furniture				
Woodwork, Baseboards, Walls & Partitions				
Window Coverings				
D. CLEAN				
Waste Paper Baskets				
Kick Plates				
Drinking Fountains				
Janitor Closets (Keep Orderly)				
Inside & Outside of Exterior Doors				
E. RESTROOMS				
Clean Mirrors				
Clean & Sanitize Sinks, Toilets, & Urinals using Enzyme Cleaner				
Empty Sanitary Napkin Disposal Containers				
Fill Toilet Paper Dispensers				
Fill Soap Dispensers				
Fill Towel Dispensers				
Damp Mop Restroom Floors				
Spot Clean Rest Room Partitions				

**Attachment 3
Janitorial Services Duty Frequency**

E. FLOOR CARE				
Spray Buff				
Machine Scrub & Refinish				
Shampoo and Spot Clean Carpet				
Sweep & Spot Clean Tile Floor				
Damp Mop				
F. WINDOW CLEANING				
Inside and Outside				
Lobbies				
Entrance Doors				
Window Coverings				
G. SPECIAL SERVICES				
Provide Plastic Bag Liners for Waste Baskets				
Disinfect Telephones				
Provide and clean three (3) Carpeted Door Mats with Rubber Backing				
Remove Debris & Weeds In Parking Lot & Around The Building				
Empty Cigarette Butts/Ash Trays				
Replace Interior & Exterior Burned Out Light Bulbs/Tubes				
Vacuum Office Desk Chairs				
Empty Shredder Baskets				
Initial Total Cleaning for Restroom				

Contractor shall furnish all labor, tools, user materials, janitorial supplies and equipment necessary to provide janitorial services at:

User supplies include, but are not limited to, toilet paper, toilet seat covers, paper towels, and soap for dispensers and trash can liners are to be supplied by the Contractor.

Janitorial supplies include, but are not limited to, vacuum cleaners, brooms, sweeping cloths, brushes, mops, buckets, detergents, polish, scouring powders, and light bulbs will be supplied and changed by the Contractor.

Contractor shall provide janitorial service on weekdays between 8:00 am and 2:00 PM.

ONE (1) TIME A WEEK: Excluding State holidays. If the janitorial service falls on a day the office is closed, janitorial service will be provided on the previous or next working day.