

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/>
June 16, 2026

Invitation for Bid (IFB) IFB # 10A2917 Notice to Prospective Bidders

You are invited to review and respond to this **IFB 10A2917**, titled **Pest Control Services at various locations within Stanislaus, San Joaquin, Merced, Mariposa, Tuolumne, Calaveras, Amador, Alpine Counties**. 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.

A Disabled Veteran Business Enterprise (DVBE) participation requirement is not required, but DVBE participation is encouraged, and a DVBE incentive does apply to this IFB. See **Section D, Special Programs** in this IFB for requirements.

This Agreement requires Prevailing Wages if the total bid amount exceeds \$15,000. If the total bid amount is under \$15,000, then Prevailing Wage language will be removed prior to award. Refer to **Attachment 3, Proposed Form of Agreement** for requirement details.

The designated contact person for this IFB is:

Michael Dean
California Department of Transportation (Caltrans)
Email address: Michael.Dean@dot.ca.gov
Phone: (279) 234-2517

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,

Michael Dean
Contract Analyst

A) Purpose and Description of Services

1. Contractor shall provide all labor, equipment, tools, parts, materials, supplies, travel, and incidentals required to provide routine, semi-annual, and special Integrated Pest Management (IPM) services in accordance with Leadership in Energy and Environmental Design (LEED) standards to the various Caltrans locations within, Stanislaus, San Joaquin, Merced, Mariposa, Tuolumne, Calaveras, Amador, and alpine Counties.
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. Contractor engaged in the live capture, removal, or exclusion of mice or rats must be currently registered with the California Department of Consumer Affairs, Structural Pest Control Board (SPCB). (www.pestboard.ca.gov)
2. Contractor’s employees/subcontractors performing services must possess and maintain, at all times during the term of this Agreement, a current **Field Representative or Operator** license issued by the SPCB.
3. All onsite staff must possess a valid **Structural Pest Control Applicator** certificate from SPCB.
4. Bidder shall possess at the time of bid submittal, continuously thereafter, and for the duration of the Agreement, a valid and current registration with the Department of Industrial Relations (DIR). Caltrans will verify bidder’s DIR registration; it is not necessary to provide a copy.
5. 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	06/16/2026	
Written Question Submittal	06/23/2026	2:00 p.m.
Final Date and Time for Bid Submission	06/30/2026	2:00 p.m.
Bid Opening	06/30/2026	2:30 p.m.
Proposed Award Date (estimate)	07/16/2026	

2. Questions and Answers

- A. Questions regarding this IFB must be submitted by **2:00 p.m. on June 23, 2026**. Bidders must submit their questions via e-mail to Michael.Dean@dot.ca.gov .
- B. Written questions must include: the individual's name, firm name, e-mail address and must reference **IFB No. 10A2917**.
- 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. **State General Prevailing Wage Rates**

State General Prevailing Wage Rates will apply for the Counties of Stanislaus, San Joaquin, Merced, Mariposa, Tuolumne, Calaveras, Amador, and Alpine as described in the attached **Proposed Form of Agreement, Exhibit B.** The predetermined general prevailing wage rates published by the Director of Industrial Relations may be obtained via the Internet at: <https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. It is the bidder's responsibility to use the correct classification determination published by the Department of Industrial Relations (DIR). By signing the Bid/Bidder Certification Sheet, the Bidder acknowledges this is a public works contract subject to Labor Code Sections 1720-1861, and that if awarded this Agreement, it will be the Bidder's responsibility to ensure that all prevailing requirements are met, including but not limited to the payment of appropriate prevailing wages rates to all employees who participate and perform services under this Agreement, Department of Industrial Relations registration, submittal of weekly certified payroll records, and employment of apprentices throughout the duration of the Agreement.

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. Contractor Registration Program

- A. No Contractor or Subcontractor may be listed on a bid proposal for a contract with prevailing wages unless registered with the Department of Industrial Relations (DIR), pursuant to Labor Code Section 1725.5 with limited exceptions from this requirement for bid purposes only under Labor Code Section 1771.1(a).
- B. No Contractor or Subcontractor may be awarded an agreement with prevailing wages unless registered with DIR pursuant to Labor Code Section 1725.5.
- C. Caltrans will verify each of the registration numbers provided by the bidder prior to Agreement award. Bidders that do not possess the required DIR registration will be deemed non-responsive and rejected from further consideration in the solicitation process.
- D. If Contractor lists Subcontractor who is believed to be performing work that is not subject to the registration requirements, written confirmation from DIR should be obtained and submitted to Caltrans.

9. Contractor's License

- A. Bidder must be currently registered with the **California Department of Consumer Affairs, Structural Pest Control Board (SPCB)**. (www.pestboard.ca.gov)
- B. Bidder must have at time of bid submittal and for the duration of the contract, a valid, current **Field Representative or Operator license issued by the SPCB** and all onsite staff must possess a current and valid **Structural Pest Control Applicator certificate from SPCB** for the type of work to be performed. Bidder shall obtain, pay for, and maintain, in good standing, all necessary licenses and permits to accomplish the work. Bidders will be considered non-responsive unless proper licensing requirements are met. An invalid license will result in rejection of the bid. Caltrans will verify a valid license issued by the CSLB (Bus. and Prof. Code Section 7028.15).

10. 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.

11. 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.

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 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. 10A2917
Bid Due Date: June 30, 2026
Bid Due Time: 2:00 p.m.
Bid Opening Date: June 30, 2026
Bid Opening: 2:30 p.m.
Attention: Michael Dean

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:

<p>California Department of Transportation (Caltrans) Division of Procurement and Contracts Attention: Bid, Protest, and Dispute Branch Chief 1727 30th Street, MS 65 Sacramento, CA 95816 Phone Number: (916) 639-6322 Email: DPAC.Protest.Disputes.Terminations@dot.ca.gov</p>	<p>Department of General Services Office of Legal Services Attention: Bid Protest Coordinator 707 Third Street, 7th Floor, Suite 7-330 West Sacramento, CA 95605 Phone Number: (916) 376-5080 Email: OLSProtests@dgs.ca.gov</p>
--	---

- 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.
- A. 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.
- B. 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-responsible 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 **No** Participation Requirements:

DVBE participation is not required, but DVBE participation is encouraged, and a DVBE incentive will apply to this IFB as described below. Please review the DVBE Program Requirements: <https://www.dgs.ca.gov/-/media/Divisions/PD/OSDS/Certification/DVBE/DVBEProgramRequirements.pdf?la=en&hash=FBCA257A3ED083F3DBB85ECEEB37013CBCF0545C>

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

No Participation Requirement

Verified DVBE Participation	DVBE Incentive Amount
5% or more	5%
4%-4.99%	4%
3%-3.99%	3%
2%-2.99%	2%
0.1%-1.99%	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	6	One Service	All labor, tools, equipment, parts, materials, supplies, travel, and incidentals necessary to perform semi-annual Routine service call at the Modesto Maintenance Station (MS), as described in STD 213, Exhibit A, Scope of Work	\$	\$
2	6	One Service	All labor, tools, equipment, parts, materials, supplies, travel, and incidentals necessary to perform semi-annual Routine service call at Modesto Electrical Station, as described in STD 213, Exhibit A, Scope of Work	\$	\$
3	6	One Service	All labor, tools, equipment, parts, materials, supplies, travel, and incidentals necessary to perform semi-annual Routine service call at the Paterson MS, as described in STD 213, Exhibit A, Scope of Work	\$	\$
4	6	One Service	All labor, tools, equipment, parts, materials, supplies, travel, and incidentals necessary to perform semi-annual Routine service call at the Stockton MS, as described in STD 213, Exhibit A,	\$	\$
5	6	One Service	All labor, tools, equipment, parts, materials, supplies, travel, and incidentals necessary to perform semi-annual Routine service call at the Structural Steel Mobile Paint Crew, as described in STD 213, Exhibit A, Scope of Work	\$	\$
6	6	One Service	All labor, tools, equipment, parts, materials, supplies, travel, and incidentals necessary to perform semi-annual Routine service call at the Tracy MS, as described in STD 213, Exhibit A, Scope of Work	\$	\$
7	6	One Service	All labor, tools, equipment, parts, materials, supplies, travel, and incidentals necessary to perform semi-annual Routine service call at the Lodi MS, as described in STD 213, Exhibit A, Scope of Work	\$	\$

BID PROPOSAL**Attachment 1**

ADM-1412 (REV. 9/2025)

8	6	One Service	All labor, tools, equipment, parts, materials, supplies, travel, and incidentals necessary to perform semi-annual Routine service call at the Merced MS, as described in STD 213, Exhibit A, Scope of Work	\$	\$
9	6	One Service	All labor, tools, equipment, parts, materials, supplies, travel, and incidentals necessary to perform semi-annual Routine service call at the Los Banos MS, as described in STD 213, Exhibit A, Scope of Work	\$	\$
10	6	One Service	All labor, tools, equipment, parts, materials, supplies, travel, and incidentals necessary to perform semi-annual Routine service call at the Midpines MS, as described in STD 213, Exhibit A, Scope of Work	\$	\$
11	6	One Service	All labor, tools, equipment, parts, materials, supplies, travel, and incidentals necessary to perform semi-annual Routine service call at the Coulterville MS, as described in STD 213, Exhibit A, Scope of Work	\$	\$
12	6	One Service	All labor, tools, equipment, parts, materials, supplies, travel, and incidentals necessary to perform semi-annual Routine service call at the Sonora MS, as described in STD 213, Exhibit A, Scope of Work	\$	\$
13	6	One Service	All labor, tools, equipment, parts, materials, supplies, travel, and incidentals necessary to perform semi-annual Routine service call at the Long Barn MS, as described in STD 213, Exhibit A, Scope of Work	\$	\$
14	6	One Service	All labor, tools, equipment, parts, materials, supplies, travel, and incidentals necessary to perform semi-annual Routine service call at the Groveland MS, as described in STD 213, Exhibit A, Scope of Work	\$	\$
15	6	One Service	All labor, tools, equipment, parts, materials, supplies, travel, and incidentals necessary to perform semi-annual Routine service call at the Angels Camp MS, as described in STD 213, Exhibit A, Scope of Work	\$	\$
16	6	One Service	All labor, tools, equipment, parts, materials, supplies, travel, and incidentals necessary to perform semi-annual Routine service call at the Angels Camp Superintendents Office, as described in STD 213, Exhibit A, Scope of Work	\$	\$

BID PROPOSAL

ADM-1412 (REV. 9/2025)

Attachment 1

17	6	One Service	All labor, tools, equipment, parts, materials, supplies, travel, and incidentals necessary to perform semi-annual Routine service call at the Camp Connell MS, as described in STD 213, Exhibit A, Scope of Work	\$	\$
18	6	One Service	All labor, tools, equipment, parts, materials, supplies, travel, and incidentals necessary to perform semi-annual Routine service call at the Cabbage Patch MS, as described in STD 213, Exhibit A, Scope of Work	\$	\$
19	6	One Service	All labor, tools, equipment, parts, materials, supplies, travel, and incidentals necessary to perform semi-annual Routine service call at the West Point MS, as described in STD 213, Exhibit A, Scope of Work	\$	\$
20	6	One Service	All labor, tools, equipment, parts, materials, supplies, travel, and incidentals necessary to perform semi-annual Routine service call at the Lone MS, as described in STD 213, Exhibit A, Scope of Work	\$	\$
21	6	One Service	All labor, tools, equipment, parts, materials, supplies, travel, and incidentals necessary to perform semi-annual Routine service call at the Pine Grove MS, as described in STD 213, Exhibit A, Scope of Work	\$	\$
22	6	One Service	All labor, tools, equipment, parts, materials, supplies, travel, and incidentals necessary to perform semi-annual Routine service call at the Peddler Hill MS, as described in STD 213, Exhibit A, Scope of Work	\$	\$
23	6	One Service	All labor, tools, equipment, parts, materials, supplies, travel, and incidentals necessary to perform semi-annual Routine service call at the Caples Lake MS, as described in STD 213, Exhibit A, Scope of Work	\$	\$
24	6	One Service	All labor, tools, equipment, parts, materials, supplies, travel, and incidentals necessary to perform semi-annual Routine service call at the Woodfords MS, as described in STD 213, Exhibit A, Scope of Work	\$	\$
25	6	One Service	All labor, tools, equipment, parts, materials, supplies, travel, and incidentals necessary to perform semi-annual Routine service call at the Lincoln Street MS, as described in STD 213, Exhibit A, Scope of Work	\$	\$

BID PROPOSAL

ADM-1412 (REV. 9/2025)

Attachment 1

26	6	One Service	All labor, tools, equipment, parts, materials, supplies, travel, and incidentals necessary to perform semi-annual Routine service call at the Westly Safety roadside Rest Area (SRRA), as described in STD 213, Exhibit A, Scope of Work	\$	\$
27	6	One Service	All labor, tools, equipment, parts, materials, supplies, travel, and incidentals necessary to perform semi-annual Routine service call at the Turlock SRRA, as described in STD 213, Exhibit A, Scope of Work	\$	\$
28	6	One Service	All labor, tools, equipment, parts, materials, supplies, travel, and incidentals necessary to perform semi-annual Routine service call at the John Erreca SRRA, as described in STD 213, Exhibit A, Scope of Work	\$	\$
29	60	One Service	All labor, tools, equipment, parts, materials, supplies, travel, and incidentals necessary to perform Non-Routine service call, as described in STD 213, Exhibit A, Scope of Work	\$	\$
<p>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.</p> <p>2) In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail.</p> <p>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.</p> <p>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.</p>				Total This Proposal (\$

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](#)
- California Civil Rights Laws Certification (DOT ADM-0076) [California Civil Rights Laws Certification](#)
- Darfur Contracting Act Certification (DOT ADM-0077) [Darfur Contracting Act Certification](#)
- Copy of Field Representative or Operator license issued by the SPCB.
- Copy of registration with the California Department of Consumer Affairs, Structural Pest Control Board (SPCB)
- Copy of Structural Pest Control Applicator certificate from SPCB.
- Possess at the time of bid submittal, continuously thereafter, and for the duration of the Agreement, a valid and current registration with the Department of Industrial Relations (DIR).

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](#)
- 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 10A2917	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

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

THROUGH END DATE

August 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	20
Exhibit B	Budget Detail and Payment Provisions	7
Exhibit C *	General Terms and Conditions (GTC 02/2025)	Online
Exhibit D	Special Terms and Conditions	6
Exhibit E	Additional Provisions	4
Attachment 1	Bid Proposal ADM-1412 (attached upon award)	5
Attachment 2	Bidder Declaration (GSPD-05-105)	2
Attachment 3	IPM Log sheet	1

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

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 10A2917	PURCHASING AUTHORITY NUMBER (If Applicable)
-----------------------------	---

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Department of Transportation (Caltrans)

CONTRACTING AGENCY ADDRESS

1727 30th Street, MS 65

CITY

Sacramento

STATE

CA

ZIP

95816

PRINTED NAME OF PERSON SIGNING

TITLE

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 to the California Department of Transportation (Caltrans) Pest Control Services, as described herein:

Contractor shall provide all labor, equipment, tools, parts, materials, supplies, travel, and incidentals required to provide routine, annual, and special Integrated Pest Management (IPM) services in accordance with Leadership in Energy and Environmental Design (LEED) standards to the California Department of Transportation (Caltrans). Services include but are not limited to interior and exterior pest abatement/elimination of rats, mice, mites, roaches, hornets, wasps, sow bugs, bedbugs, gnats, centipedes, millipedes, fleas, lice, silverfish, cluster flies, spiders, ants, and other pests including pigeon control. Birds, bats, and termites are excluded from routine and annual services, and will be charged as special services per Contractor's rates on **Attachment 1, Bid Proposal**.

2. The services shall be performed at the following Caltrans locations within Stanislaus, San Joaquin, Merced, Mariposa, Tuolumne, Calaveras, Amador, Alpine Counties:

A. Stanislaus County

- 1) Modesto Maintenance Station (MS)
908 North Emerald Avenue Modesto, CA 95351
- 2) Modesto Electrical Station
601 Crows Landing Road Modesto, CA 95351
- 3) Patterson MS
2060 Sperry Avenue, Patterson, CA 95363
- 4) Westley (Larry Combs) Safety Roadside Rest Area (SRRA)
Stanislaus County Northbound/Southbound I-5 Post Mile (PM) 27.1
- 5) Turlock (Enoch Christofferson) SRRA
Stanislaus County Northbound/Southbound 99 PM 00.405

B. San Joaquin County

- 6) Stockton MS
1604 South B Street, Stockton, CA 95206
- 7) Structural Steel Mobile Paint Crew
3330 North Ad Art Road Stockton, CA 95215
- 8) Lincoln Street MS
312 South Lincoln Street Stockton, CA 95201
- 9) Tracy MS
2005 Krohn Road Tracy, CA 95376
- 10) Lodi MS
854 ne Street, Lodi, CA 95240

Exhibit A
Commercial Services--State

C. Merced County

- 1) Merced MS
1801 Motel Drive Merced, CA 95340
- 2) Los Banos MS
1359 Pacheco Boulevard Los Banos, CA 93635
- 3) John "Chuck" Erreca SRRA
Merced County Northbound/Southbound I-5 PM 0.4

D. Mariposa County

- 1) Midpines MS
6610 Hwy 140 Midpines, CA 95345
- 2) Coulterville MS
4985 West Street Coulterville, CA 95311

E. Tuolumne County

- 1) Sonora MS
8910 Hwy 49 Jamestown, CA 95327
- 2) Long Barn MS
25860 Sugar Pine Drive Long Barn, CA 95335
- 3) Groveland MS
18930 Ferretti Road Groveland, CA 95321

F. Calaveras County

- 1) Angles Camp MS
154 Monte Verda Street Angels Camp, CA 95222
- 2) Angels Camp Superintendents Office
98 South Main Street Angels Camp, CA 95222
- 3) Camp Connell MS
5507 Meko Drive Camp Connell, CA 95223
- 4) Cabbage Patch MS
14747 Hwy 4 Tamarack, CA 95223
- 5) West Point MS
22412 Hwy 26 West Point, CA 95255

**Exhibit A
 Commercial Services--State**

G. Amador County

- 1) Ione MS
 315 Depot Road Ione, CA 95640
- 2) Pine Grove MS
 19587 Hwy 88 Pine Grove, CA 95666
- 3) Peddler Hill MS
 41951 Hwy 88, Pioneer, CA 95666

H. Alpine County

- 1) Caples Lake MS
 20 Schneider Cow Camp Road Kirkwood, CA 95646
- 2) Woodfords MS
 18935 Hwy 88 Woodfords, CA 96120

- 3. Any reference to Caltrans Contract Manager shall also include their designee.
- 4. This Agreement will commence on **August 15, 2026 (estimate)**, or upon approval by 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 **August 14, 2029 (estimate)**. The routine services shall be provided during business hours Monday through Friday, 7:00 a.m. to 3:30 p.m., excluding holidays. On occasion, Contractor may be required to provide services outside of normal business hours, including weekends and holidays, to complete non-routine services as determined by Caltrans Contract Manager
- 5. All inquiries during the term of this Agreement will be directed to the project representatives listed below. Contractor shall provide advance written notice and receive advance written approval by Caltrans Contract Manager, without the necessity of an amendment, before changing the Project Manager noted below.

California Department of Transportation (Caltrans)	Contractor: TBD
Section/Unit: District 10/Maintenance	Project Manager:
Caltrans Contract Manager: TBD	
Address:	Address:
Business Phone Number:	Business Phone Number:
Email:	Email:

- 6. **Detailed Description of Work:**
 - A. **Qualification Requirements**

Exhibit A
Commercial Services--State

Contractor's licensing shall be current and valid for the duration of this Agreement. Section 8550 and following of the Business and Professions Code requires the following:

- 1) Contractor engaged in the live capture, removal, or exclusion of mice or rats must be currently registered with the California Department of Consumer Affairs, Structural Pest Control Board (SPCB). (www.pestboard.ca.gov)
- 2) Contractor's employees/subcontractors performing services must possess and maintain, at all times during the term of this Agreement, a current **Field Representative or Operator** license issued by the SPCB.
- 3) All onsite staff must possess a valid **Structural Pest Control Applicator certificate** from SPCB.
- 4) All required licenses, permits, certifications, and qualifications by CDPR or SPCB in accordance with California State law shall be maintained and available for inspection at all times. Copies of the licenses, permits, certifications, and qualifications must be provided to Caltrans Contract Manager upon request.
- 5) Technicians providing services must be employed by Contractor.

B. Performance Details

- 1) Contractor shall provide on a semi-annually, basis pest control services to the exterior and interior of the locations listed in Section 6.G below. The Contractor shall provide all labor, materials, supplies, parts, equipment, travel, and incidentals necessary to perform pest control services for the extermination of rodents, termites, roaches, bed bugs, carpet beetles, silverfish, rats, mice, spiders, fleas, ticks, mites, Hymenoptera, including bees, wasps, ants, ichneumon flies, sawflies, gall wasps, and related forms.
- 2) Contractor shall perform all services in accordance with California Code of Regulations, Title 24, [California Building Standards Code](#)
- 3) Contractor's responsibilities shall include but not be limited to preparation of premises, necessary safety precautions, extermination and disposal of pests and final clean-up.
- 4) Contact Persons and Locations
 - a) **Robert Dixon (Modesto)**
Telephone Number: TBD
Cellular Phone Number: TBD
 - b) **Michael Crites (Modesto Elec.)**
Telephone Number: TBD
Cellular Number: TBD
 - c) **Ruben Uribe (Patterson)**
Telephone Number: TBD
Cellular Phone Number: TBD
 - d) **Marc Freeman (Stockton)**

Exhibit A
Commercial Services--State

Telephone Number: TBD
Cellular Phone Number: TBD

e) **Roger Casci (Structural Steel Paint)**

Telephone Number: TBD
Cellular Phone Number: TBD

f) **Roger Ingram (Clean California)**

Cellular Phone Number: TBD

g) **Esther Herschbach (Tracy)**

Telephone Number: TBD
Cellular Phone Number: TBD

h) **Earl Larkin (Lodi)**

Telephone Number: TBD
Cellular Number: TBD

i) **Dennis Clay (Merced)**

Telephone Number: TBD
Cellular Phone Number: TBD

j) **Michael Maturino (Los Banos)**

Telephone Number: TBD
Cellular Phone Number: TBD

k) **Joseph Healey (Mid Pines)**

Telephone Number: TBD
Cellular Phone Number: TBD

l) **Dave Hawksworth (Coulterville)**

Telephone Number: TBD
Cellular Phone Number: TBD

m) **Aron Martin (Sonora)**

Telephone Number: TBD
Cellular Phone Number: TBD

Exhibit A
Commercial Services--State

n) **Robert Simpson (Long Barn)**

Telephone Number: TBD
Cellular Phone Number: TBD

o) **Joshua Markl (Groveland)**

Telephone Number: TBD
Cellular Phone Number: TBD

p) **John Moyle (Altaville)**

Telephone Number: TBD
Cellular Phone Number: TBD

q) **Chris Baker (Angels Supt. Office)**

Telephone Number: TBD
Cellular Phone Number: TBD

r) **Clinton Neely (Camp Connell)**

Telephone Number: TBD
Cellular Phone Number: TBD

s) **Clinton Neely (Cabbage Patch)**

Telephone Number: TBD
Cellular Phone Number: TBD

t) **Scot McKinney (West Point)**

Telephone Number: TBD
Cellular Phone Number: TBD

u) **Rick Johnson (Ione)**

Telephone Number: TBD
Cellular Phone Number: TBD

v) **Samuel Galindo (Pine Grove)**

Telephone Number: TBD
Cellular Phone Number: TBD

w) **Peter Campa (Peddler Hill)**

Telephone Number: TBD
Cellular Phone Number: TBD

Exhibit A
Commercial Services--State

x) **Erik Kennedy (Caples Lake)**

Telephone Number: TBD

Cellular Phone Number: TBD

y) **James Adams (Woodfords)**

Telephone Number: TBD

Cellular Phone Number: TBD

- 5) Contractor shall be responsible for supplying miscellaneous materials (e.g., grease, lubrications, gloves, etc.) incidental to service, including safety materials needed or required to perform service, at no additional charge to Caltrans.
- 6) Caltrans will not pay for expenses not listed on **Attachment 1, Bid Proposal** (including, but not limited to, travel, freight, trip, tax, fuel surcharges, etc.).
- 7) Any damage to existing facilities or structures resulting from the work listed in this **Exhibit A, Scope of Work** shall be reported immediately to Caltrans Contract Manager and be repaired to the satisfaction of Caltrans Contract Manager, at Contractor's sole expense and only with prior approval of Caltrans Contract Manager.
- 8) Any follow-up service calls to eradicate pests by Caltrans Contract Manager, shall be responded to within one (1) business day upon Contractor receipt of notification, at no additional expense to Caltrans.
- 9) Contractor is responsible for the eradication of all pests to the satisfaction of Caltrans Contract Manager. Failure to do so constitutes a failure to perform and may result in the cancellation of this Agreement.
- 10) Notification and Safety Data Sheets (SDS) shall be provided to Caltrans Contract Manager and receive prior approval at least five (5) business days before applications. Contractor shall provide to Caltrans Contract Manager, in triplicate (3), the following submittals:
 - a) Provide SDS for all pesticides Contractor shall use throughout the term of the Agreement.
 - b) A written notification for prior approval at least five (5) workdays before applications.
 - c) Description of each named pesticide, strength, rate, and date of application on Contractor's 8 1/2" x 11" letterhead used for reporting applications, including the signature of the IPM Technician who performed the service.
 - d) Contractor is responsible for updating SDS when new pesticides are added to inventory.
- 11) All work shall conform to and be in compliance with the State of California, Occupational Safety and Health Act (Cal/OSHA), General Safety Orders, Title 8 including, but not limited to, Sections 3282-3299.
- 12) Caltrans reserves the right to review the U.S. Occupational Safety and Health (OSHA) Review Commission report web site at any time throughout the term of this Agreement to confirm continued safety regulation compliance. Any citation or penalties resulting from OSHA inspections may result in Agreement termination or Contractor fiscal penalties.

Exhibit A
Commercial Services–State

C. Service Details

- 1) Workdays, Hours and State Holidays
 - a) The State's normal business hours are Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding observed State holidays. All scheduled routine services under this Agreement shall be completed within normal business hours. Any unapproved hours of work will be considered performed at Contractor's own expense, unless approved in writing by Caltrans Contract Manager.
 - b) Contractor shall not be regularly scheduled for services on observed State holidays. Current observed state holidays are New Year's Day, Martin Luther King, Jr. Day, President's Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving and Christmas Day. In the event a State holiday falls on a scheduled service date, Contractor shall perform services on the following business day. When a designated State holiday falls on a Sunday, the following Monday shall be designated a legal holiday.
- 2) Scheduling of Work
 - a) After the Agreement has been approved, and a written Notice to Proceed has been issued, Contractor shall confer with Caltrans Contract Manager at a start-up meeting.
 - b) Semi annual visits shall be coordinated with Caltrans Contract Manager with the first routine service occurring no later than 30 calendar days from date of Notice to Proceed issuance. Routine services thereafter shall be provided no more frequently than 25 calendar days from completion of the previous routine service (except for follow-up services) and as coordinated with Caltrans Contract Manager.
 - c) During the term of this Agreement, and notwithstanding the described hours and calendar schedule, Caltrans Contract Manager and Contractor shall mutually agree in writing to modify workdays or hours to reasonably accommodate the completion of work.
 - d) Caltrans Contract Manager reserves the right to increase or decrease the number of pest control services. All services provided under this Agreement shall be paid by Caltrans at Contractor's rates as specified in **Attachment 1, Bid Proposal**.
- 3) Building Security
 - a) Caltrans shall have and exercise full and complete control over granting, denying, withholding, or terminating building clearances for Contractor's personnel.
 - b) Contractor's staff shall check in with building security at building's main entrance, where they are to provide a valid State of California issued identification and will be issued a temporary pass to be returned at the end of each day. Temporary passes shall be worn while performing services in the building and on building grounds.
 - c) All Contractor's personnel shall notify Caltrans Contract Manager upon arrival each day and sign-in and out on the Caltrans Maintenance Logbook.
 - d) Contractor's staff shall be in a uniform (with a name-tag) that easily identifies them as Contractor's staff.

Exhibit A
Commercial Services--State

e) Contractor shall be solely responsible for all costs incurred as a result of false fire alarms or other system alarms activated by Contractor's negligence or that of its employees, material suppliers, and/or subcontractors.

4) Parking

Caltrans does not provide parking, however, off-loading of equipment and materials may be performed at the building's loading dock if permission is obtained in advance from Caltrans Contract Manager and sufficient space is available.

5) Utilities

Water, electricity, elevator and restroom facilities are available free of charge while performing services associated with this Agreement. However, these facilities shall be kept clean at all times and are not to be used for anything other than their intended purpose.

6) Interference

Contractor shall make provisions to accomplish the work of this Agreement, without undue interference with the operations of Caltrans, its tenants and visitors, or surrounding businesses and buildings.

7) Clean-up

Contractor shall keep all work areas clean and free of debris. During progress of work and at the end of each workday, Contractor shall clean-up materials, remove from building location and legally discard appropriately and in accordance with any local or county ordinances. Cleaning of any equipment on Caltrans property requires the pre-approval of Caltrans Contract Manager.

D. Semi- Annual Routine Services

- 1) Contractor shall provide services required to keep the buildings fully operational, including all necessary traps.
- 2) Contractor shall provide routine services for the following interior and exterior locations, but is not limited to:
 - a) Kitchenettes
 - b) Basement
 - c) Loading Dock
 - d) Café Seating Area and Entrances
 - e) Day Care Center and Playground
 - f) All roofs including bait boat with pigeon repellent
 - g) Interior Common Area
 - h) Warehouse Area
 - i) Upper Floor Exterior/Interior Perimeters
 - j) Offices, Restrooms and Hallways
 - k) Boiler, Mechanical, Electrical, Data and Storage Rooms

Exhibit A
Commercial Services--State

E. Special Services (Non-Routine Services)

- 1) Contractor shall provide any special services upon request from Caltrans Contract Manager. Special services constitute services for pests excluded from routine services, which are birds, bats, and termites.
- 2) Contractor must respond in person to requests for special services within one (1) business day of request received by Caltrans Contract Manager.
- 3) When possible, special service applications shall be performed during normal business hours as specified above.
- 4) Caltrans Contract Manager may, at their discretion, allow access to the building outside of normal business hours when necessary.
- 5) Any special services provided shall be completed on the same business day. When a part(s) must be ordered that will delay completion of services the same business day, Contractor shall inform Caltrans Contract Manager immediately.

F. Work Details-IPM

- 1) Description of Integrated Pest Management (IPM)

The IPM principles in this Agreement are applicable to both interior and exterior pest management, which includes, but is not limited to, rodents and insects. An IPM implementation shall include the following best practices:

- a) The routine work to be performed includes, but is not limited to, the elimination of rats, mice, mites, roaches, hornets, wasps, sowbugs, bedbugs, gnats, centipedes, millipedes, fleas, lice, silverfish, cluster flies, spiders, ants, and other pests including the removal of animal carcasses. Birds, bats, and termites are considered special services for billing purposes, but elimination of these is still required under this Agreement.
- b) Contractor shall perform early observations through routine inspections of pests. Monitor each pest ecosystem to determine pest population, size, occurrence, and natural enemy population, if present. Employ decisions and practices with the least disruption of currently present natural controls.
- c) Contractor shall determine an IPM implementation plan and submit to Caltrans Contract Manager an injury level, based on the degree of biological, aesthetic, or economic damage the site can tolerate for each present pest. Decisions should consider the potential overall damage to the general environment, including all aspects of life cycle analysis, including environmental impact to non-target organisms; hazards to human health; toxicity to aquatic life, and the mobility and persistence of proposed solutions within the environment.
- d) Contractor shall consider a range of potential treatments for pest elimination. Employ non-pesticide management tactics first. Controls illustrating non-pesticide management tactics are found here: INTEGRATED PEST MANAGEMENT - 1821.3 at: <https://www.dgs.ca.gov/Resources/SAM/TOC/1800/1821-3>
- e) Contractor is required to comply with the Best Practices Manual (BPM) unless the Contractor presents a valid reason for deviating from the practices stated above. The BPM is located here:

Exhibit A
Commercial Services--State

<https://www.dgs.ca.gov/-/media/Divisions/OS/Policies/CASPBPM.ashx>

2) IPM Concepts

Contractor shall be responsible for working directly with Caltrans Contract Manager and employing IPM Concepts as outlined below.

3) Prevention

- a) Remove the pests' sources of food, water, and shelter, caulk cracks in building foundation, and strategically utilize wire mesh.
- b) Notify Caltrans Contract Manager of pests' access into all facility buildings.
- c) Inspect and/or treat interior common areas for general pests.
- d) Provide rodent control and traps.
- e) Document both product quantities used, and services rendered.

4) Physical or Mechanical Controls

These shall be implemented by Contractor to reduce conditions that favor pest development. Physical or mechanical controls uses physical methods and/or mechanical equipment such as hand removal of baits, traps, or other physical means to control pests.

- a) Physical barriers - Where applicable, monitor physical barriers to wild areas in order to prevent the entry of wildlife. Notify Caltrans Contract Manager of barriers in need of repair. When physical barriers fail, use noise, scent, and other repellents.
- b) Use Traps - Rodent traps d-CON Ultra Set PETA recommended humane rodent trapping devices shall be deployed by Contractor prior to the use of rodenticides when applicable. All such devices shall be concealed out of the general view and in protected areas so as not to be affected by routine cleaning and other operations. Trapping devices shall be checked on during each site visit. Contractor shall be responsible for disposing of all trapped rodents and all rodent carcasses in an appropriate and legal manner.

5) Biological Controls

- a) Contractor shall monitor exterior pests and keep a balanced pest/predator population.
- b) Contractor shall determine the most effective treatment time, based on pest biology timing, which is relative to vulnerable periods in the pests' life cycle with the least impact on natural enemies. Timing consideration shall include best ability to produce long-term reduction in the pest, and the ability to be carried out effectively and cost effectively. Factors to consider are weather, seasonal changes in wildlife use, and local conditions.
- c) Contractor shall keep and maintain organized monitoring records. Detailed records of all non-chemical and chemical pest control treatments shall be maintained for at least five (5) years. Information regarding pest management activities shall be available to Caltrans employees at Caltrans Contract Manager's office.

6) Chemical Controls

Chemicals should be considered only as a last resort. If the use of pesticides or herbicides is required, review the range of treatments available and select the least toxic alternative for application. A least toxic chemical pesticide is any pesticide or herbicide product for which all active ingredients and known inert ingredients meet the following:

Exhibit A
Commercial Services–State

- a) The least toxic Tier 3 hazard criteria under the City and County of San Francisco's hazard screen protocol. San Francisco's Department of the Environment has rated common pesticides from Tier 1 (most toxic) to Tier 3 (least toxic). To determine a least toxic pesticide, refer to San Francisco's Pesticide Hazard Screening List at the following link: [San Francisco Reduced-Risk Pesticide List 2023 | San Francisco Environment Department \(SFE\)](#)
 - b) The products are governed by the University of California Agricultural and Natural Resources, Statewide Integrated Pest Management Program, Urban Pesticides and Water Quality. Information can be located at the following link: <http://ipm.ucanr.edu/WATER/U/ipm.html>
 - c) Least toxic also applies to any pesticide product, other than rodent bait, that is applied in a self-contained, enclosed bait station placed in an inaccessible location or applied in a gel that is neither visible nor accessible (crack and crevice application).
 - d) A least toxic pesticide or herbicide must be used prior to the use of toxic pesticide (Tier 1 and 2). When establishing a pest treatment plan, appropriately licensed personnel shall use non-chemical and biological controls. If this treatment is ineffective, use Tier 3 (least hazardous) herbicides/insecticides, progressing to Tier 2 and then to Tier 1 (most hazardous) only if necessary to manage the pests. Utilize only Tier-rated herbicides/insecticides as listed on the current [San Francisco Department of Environment Hazard Screening List](#).
 - e) Prior to applying any chemicals, Contractor must receive written approval from Caltrans Contract Manager. Chemical controls use chemical agents registered as pesticides by the California Department of Pesticide Regulation (CDPR) and the California Department of Food and Agriculture (CDFA).
- 7) Chemical Application

Prior to utilizing chemicals, the following procedures must be evaluated and provided by Contractor:

- a) Tolerance Thresholds of the infestation determine the urgency and strength of the pest control measure. Tolerance thresholds may vary by pest, specific location or type of land used. Three (3) distinct levels may be identified as subsets of threshold determination:
 - (i) Initial injury threshold: The level at which some injury begins to occur or is noticeable.
 - (ii) Action threshold: The level at which action must be taken to prevent a pest population at a specific site from reaching the aesthetic, functional, or economic threshold.
 - (iii) Damage threshold: The level where unacceptable damage begins to occur. In most environments' certain levels of pest presence or injury can be accepted. IPM practitioners keep careful track of pests after the injury threshold is crossed so the pests do not get to the point where they can cause enough damage impacting the purpose of the facility being maintained. When the predetermined action threshold is crossed, interventions are implemented to avoid reaching the damage threshold.

Exhibit A
Commercial Services–State

8) Pesticide Application Records:

Contractor shall complete the logbook required for each building as required by the California Department of Pesticide Regulation (CDPR) and California Department of Food and Agriculture (CDFA) and include, at minimum, the following:

- a) Licensed applicator's name
- b) Application target or site
- c) Chemical name and active ingredient
- d) EPA Registration Number
- e) Product toxic level
- f) Brand Name
- g) Date, time, and method
- h) Target Pest
- i) Area of application
- j) Concentrations used
- k) Amount and rate of application
- l) Coverage rate
- m) Equipment used
- n) Weather conditions including temperature and wind, time, and date intervals of controlled spraying

9) List of Pesticides **NOT** to be used

- a) Certain Pesticides containing Arsenic
 - (i) Sodium Arsenic, including preparation of Arsenic Trioxide or Arsenous Acid with Sodium Hydroxide or Sodium Carbonate which contains as an active ingredient Arsenic, in all soluble forms.
 - (ii) Other Pesticides containing inorganic Arsenic.
- b) Pesticides containing Cadmium
- c) Pesticides containing Mercury
- d) Certain Carbamate compounds
 - (i) Aldicarb (Temik)
 - (ii) Carbaryl (Sevin)
 - (iii) Carbofuran (Furadan) (Except granular formulations containing not more than 5% Carbofuran)
 - (iv) Methomyl (Lannate, Nudrin)

Exhibit A
Commercial Services--State

- e) Certain fumigants
 - (i) Chloropicrin
 - (ii) Methyl Bromide
 - (iii) Aluminum Phosphide
 - (iv) Carbon Bisulfide
 - (v) Calcium Cyanide
- f) Seeds treated with Mercury compounds
- g) Seeds treated with Endrin
- h) Certain Avicides
 - (i) 4-Aminopyridine (Avitrol)
 - (ii) 3-Chloro-p-toluidine Hypochloride (Starlicide)
 - (iii) Strychnine
- i) Certain Rodenticides
 - (i) Sodium Fluoroacetate (Compound 1080)
 - (ii) Strychnine
 - (iii) Zinc Phosphide
- j) Certain Organophosphate Pesticides
 - (i) Azinphosmethyl (Guthion)
 - (ii) Carbophenothion (Trithion)
 - (iii) Dimethyl Phosphate of 3-Hydroxy-N-Dimethylcistrinamide (Bidrin)
 - (iv) Dimethyl Phosphate of 3 Hydroxy-N-Methyl-Discrotonamide (Azodrin)
 - (v) O, S-Simethyl Phoramidothioate (Monitor)
 - (vi) O, O Dimethyl Phosphorodithioate, S-ester with 4-(Mercaptomethyl)-2-0 1,3,4-Thiadiazolin-S-one (Supracide)
 - (vii) Demeton (Systox)
 - (viii) Disulfoton (Di-Syston)
 - (ix) EPN
 - (x) Ethion
 - (xi) Namacur
 - (xii) Methyl Parathion
 - (xiii) Mevinphos (Phosdrin)
 - (xiv) Parathion
 - (xv) Phorate (Thimet)

Exhibit A
Commercial Services--State

- (xvi) Phosphamidon
 - (xvii) Schradan (OMPA)
 - (xviii) Sulfotepp
 - (xix) TEPP
 - (xx) Dialifor (Torak)
 - (xxi) Dasanit
 - (xxii) Mocap
- k) Certain Chlorinated Organic Pesticides
- (i) Aldrin
 - (ii) Benzene Hexachloride (BHC)
 - (iii) Chlordane
 - (iv) DDD (TDE)
 - (v) DDT
 - (vi) Dieldrin
 - (vii) Endosulfan (Thiodan)
 - (viii) Endrin
 - (ix) Heptachlor
 - (x) Lindane
 - (xi) Toxaphone
- l) All other Pesticides registered for use in the form of a dust, except those products containing only exempt material specified by the California Department of Food and Agriculture.
- m) Additional Pesticides which shall not be used:
- (i) 2-4-5-T is prohibited.
 - (ii) Chlorinated Hydrocarbons are prohibited except for Chlordane use of Subterranean Termites.
 - (iii) Any material with a LD 50 below 100 shall not be used if there is a suitable alternative.
 - (iv) Materials containing Mercury is prohibited.
 - (v) Compound 1080 is prohibited.
 - (vi) Paraquat
 - (vii) Sodium Cyanide
 - (viii) Phenoxyherbicides
 - (ix) Prapanil

Exhibit A
Commercial Services--State

(x) Dicamba

- n) These lists may change from time to time. Contractor is responsible for and authorized only to use Pesticides authorized for use in California. Contractor shall obtain an updated list from the California Department of Food and Agriculture.

10) Notice of Pesticide Use

Contractor is responsible for notifying Caltrans Contract Manager at least seventy-two (72) hours before any planned application of Tier 1 or Tier II pesticide products. The following steps must be taken:

- a) Notification requires delivery of the completed IPM Notification Form to Caltrans Contract Manager. Caltrans Contract Manager shall notify building tenants.
- b) The notification must identify the date, time, and locations where the pesticide will be applied, pesticide product name, active ingredient, product label signal word "caution" or "danger". The notification must also inform the building occupants that Caltrans Contract Manager maintains all product labels and Safety Data Sheets (SDS) of each pesticide used in the building and surrounding grounds and that the information can be made available for review upon request.
- c) Notification signs shall be posted for pesticide products classified as Tier III (least hazardous) on the day of treatment, prior to application of the Tier III pesticide product. Signs shall remain posted in accordance with instructions on the pesticide product's label.

11) Urgent application of Pesticides

An urgent application of pesticides without proper notification (72-hour notification) can be performed; however, prior to performing the application the following steps must be taken:

- a) Applications of Tier 1 and Tier 2 pesticides and herbicides require advance approval by Caltrans Contract Manager.
- b) Caltrans Contract Manager must be contacted before an application is made.
- c) Contractor must submit Safety Data Sheets (SDS) and label information of products being used to Caltrans Contract Manager.
- d) Caltrans Contract Manager shall contact the facility administrator or manager to discuss any issues and requirements before the application is made.
- e) After Caltrans Contract Manager, and facility administrator or manager, have been informed of the need and have affirmed the products and method of the application, Caltrans Contract Manager shall notify Contractor that the application can be performed.
- f) Caltrans Contract Manager must provide Notice of Pesticide Use to the facility administrator or manager within 24-hours after application using the above Notice of Pesticide Use procedure. The facility administrator or manager shall notify the tenants.

G. IPM Service

- 1) Caltrans Contract Manager shall maintain an IPM Service Logbook. The Caltrans Standard, **Attachment 3, IPM Log sheet** shall be completely filled out by the Contractor's Pest Control

Exhibit A Commercial Services--State

Technician and all requested information provided, whether or not a pest sighting occurs, or chemicals are applied.

- 2) Contractor's Pest Control Technician shall review the IPM Service Logbook notifications, and e-mails, upon arrival for each service and perform the appropriate process to correct the listed problems, in addition to the regular periodic preventive services called for in this Agreement.

H. IPM Service Reports

- 1) Contractor's Pest Control Technician shall prepare their detailed IPM Service Report, providing a summary of all their findings, and provide to Caltrans Contract Manager for review and sign-off at the conclusion of each inspection/service. The Contractor's Pest Control Technician shall completely fill out the Log then place an IPM Service Report into the IPM Service Logbook, regardless if an application of pesticides has been performed or not.
- 2) The IPM Service Report shall list service dates, locations, pest sightings, building contacts, Pest Control Technician providing services, treatment, chemicals used, remarks, and recommendation information.

I. Performance Measurement

Contractor is required to comply with the Best Practices Manual unless prior written permission is obtained from Caltrans Contract Manager.

J. Referenced Standards

All services performed must be consistent with Leadership in Energy and Environmental Design (LEED) - v4.1 O+M EQc Integrated Pest Management, and the San Francisco Hazard Screening List. The referenced standards are available at the following Internet locations:

<https://www.usgbc.org/resources/v41-eqc-integrated-pest-management-plan-template>

<https://sfenvironment.org/article/residents/what-is-integrated-pest-management>

The products are governed by <http://ipm.ucanr.edu/WATER/U/ipm.html>

K. Exclusions

Bee and Skunk removal services are not included in this Agreement.

L. Annual Reviews

- 1) In addition to routine service calls, Caltrans Contract Manager shall conduct an annual walk-through of the building with Contractor to discuss any remaining or new problems that may affect the ability to control the pest population properly.
- 2) At the one (1) year and two (2) year points of the Agreement, Caltrans Contract Manager shall conduct a walk-through of the facilities with Contractor to discuss any remaining or new problems that may affect the ability to control the pest population properly.
- 3) During this Annual Review, Contractor shall provide input in areas where Caltrans Contract Manager could improve the level of pest control; for example, discovery of entry points, failed caulking allowing pest entry, potential breeding, or nesting areas.

Exhibit A
Commercial Services--State

- 4) The Annual Review will facilitate an ongoing cooperative effort between Contractor and Caltrans Contract Manager to establish and maintain the best overall system of pest control for the buildings.

M. Inspections By State

Any services performed by Contractor are to be inspected by Caltrans Contract Manager after completion. Caltrans Contract Manager is solely responsible for determining acceptability of service performed.

N. Unlimited Re-Treatment Warranty

- 1) If an indoor pest problem develops between services, Contractor shall provide follow-up service at no additional charge for additional services to eliminate the problem. Contractor's response time, via email or phone call, shall be no more than two (2) to four (4) hours after Caltrans Contract Manager notification to schedule an on-site visit which shall be scheduled within 24 hours.
- 2) Contractor shall offer a thirty, sixty, and ninety day re-treatment warranty for bed bug treatment.

O. Warranty

- 1) Contractor unconditionally warrants the work performed under this Agreement conforms to the Agreement requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by Contractor, or any subcontractor.
- 2) This warranty shall continue for a period of one (1) year from the date of acceptance of the work.
- 3) Upon written notification, Contractor shall immediately repair or replace, at Contractor's expense, work that fails to conform to the requirements of the Agreement or any defect in equipment, material, design furnished, or workmanship performed by Contractor or any subcontractor or supplier at any tier. In addition, Contractor shall remedy at Contractor's expense any damage to State-owned or controlled real or personal property when that damage is the result of Contractor's failure to conform to Agreement requirements or any defect of equipment, material, workmanship, or design furnished.
- 4) Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. Contractor's warranty with respect to work repaired or replaced will run for one (1) year from the date of acceptance of the repair or replacement. As used in this clause, "acceptance" means the act of Caltrans' representative by which Caltrans assumes for itself, or as agent of another, ownership of equipment, materials and supplies, or approves specific services, as complete performance of the Agreement.
- 5) Caltrans representative shall notify Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.
- 6) If Contractor fails to immediately remedy any failure, defect, or damage after receipt of notice, Caltrans shall have the right to replace, repair, or otherwise remedy the failure, defect or damage at Contractor's expense.
- 7) With respect to all warranties from subcontractors, manufacturers, or suppliers for work performed and/or materials furnished under this Agreement, Contractor shall:

Exhibit A
Commercial Services–State

- a) Obtain all warranties that would be given in normal commercial practice.
- b) Require all warranties be executed, in writing, for the benefit of Caltrans.
- c) Enforce warranties for the benefit of Caltrans.

7. General Contractor Responsibilities

- A. Contractor shall ensure that only qualified and competent employee(s) are permitted on the job site and that the work shall be safely performed by the highest industry standards, in the sole opinion of Caltrans Contract Manager. Contractor shall take all the necessary precautions to prevent injury or hazard to Caltrans employee(s), invitee(s) and/or the general public.
- B. Contractor shall conduct its operation in such a manner as to avoid injury or damage to the property of Caltrans or any adjacent property.
- C. Contractor shall avoid causing unreasonable inconvenience (in the sole opinion of Caltrans Contract Manager) to any person(s) doing business on Caltrans property. In the event the Contractor's operation creates a condition hazardous to Caltrans property, its occupants, or the general public, Contractor shall provide warning signs alerting to any dangerous conditions at Contractor's own expense and without cost to Caltrans.
- D. No hazardous materials or waste shall be handled by Contractor. Contractor shall notify Caltrans Contract Manager of any hazardous materials immediately upon discovery.

8. Contractor Project Manager Responsibilities

- A. Contractor Project Manager shall coordinate work-related matters and Contractor's operations under this Agreement.
- B. In addition to other responsibilities described in this Agreement, the Contractor Project Manager shall be responsible for all matters related to the Contractor's personnel including, but not limited to, the following:
 - 1) Ensure deliverables meet the criteria established by the Agreement.
 - 2) Supervise, review, monitor, train, and direct the Contractor's personnel.
 - 3) Include Caltrans Contract Manager in written communications to other Caltrans personnel for any clarification on the scope of work.
 - 4) Assign qualified personnel to complete the required work, as specified, in coordination with Caltrans Contract Manager.
 - 5) Administer personnel actions for Contractor personnel and ensure appropriate actions taken.
 - 6) Implement and maintain quality control procedures to ensure product and service accuracy.
 - 7) Ensure all applicable safety measures are in place.
 - 8) Provide invoices in a timely manner.
 - 9) Review invoices for accuracy and completion before billing to Caltrans.
 - 10) Ensure the schedules, deliverables and the deliverables' requirements set forth in the Agreement are satisfied.
 - 11) Ensure compliance with the provisions in this Agreement and all special requirements.

Exhibit A
Commercial Services--State

9. Damages to State Property

In the event that any Caltrans property is damaged as a result of the actions of the Contractor, or its employees, Contractor shall repair, at its sole expense, the damage which has occurred as a direct result of the Contractor, or its employees. 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. If the repair must be completed by an outside entity, Caltrans Contract Manager shall approve of who shall be hired to complete the work.

10. Code of Conduct

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. If Contractor's employees display any behavior that Caltrans Contract Manager deems inappropriate or offensive, Caltrans Contract Manager shall have the right to remove that employee from doing further work on this Agreement.

11. Final Clean Up

- A. Contractor shall leave the work site in a neat and clean condition. Contractor shall clean and keep the area in an orderly, safe, and clean condition including, but not limited to, spills and smudges. If work site is not left in a clean and orderly condition, Contractor shall be called back to correct the condition at no extra charge to Caltrans.
- B. Contractor shall own and assume all responsibility for litter, waste, debris, and similar materials arising from or produced by the work performed under this Agreement. Contractor shall haul away and legally discard any materials or debris caused by its work actions from the job site.
- C. Contractor's bid shall include the cost to dispose of or recycle the discarded materials and Contractor shall be responsible for such disposal and recycling costs.

12. Waste Disposal

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.

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 monthly in arrears of the service.
- C. Each invoice shall include:
 - 1) Agreement Number **10A2917**
 - 2) Dates of Service
 - 3) Location of Service
 - 4) Description of Services
 - 5) Rater per Location in accordance with **Attachment 1, Bid Proposal**
- D. Each invoice shall be submitted in triplicate to:
 - California Department of Transportation (Caltrans)
 - District 10/Maintenance
 - Attention: TBD
 - Street Address/PO Box
 - City, CA Zip Code

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 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.

Exhibit B
Commercial Services–State

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.

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.

8. Payroll Records

- A. Contractor and each Subcontractor shall comply with the following provisions. Contractor shall be responsible for compliance by their Subcontractors.
 - 1) Each Contractor and Subcontractor shall keep accurate payroll records and supporting documents as mandated by Labor Code Section 1776 and as defined in Section 16000 of Title 8 of the California Code of Regulations, showing the name,

Exhibit B
Commercial Services--State

address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor or Subcontractor in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

- a) The information contained in the payroll record is true and correct.
 - b) The employer has complied with the requirements of Labor Code Sections 1771, 1811, and 1815 for any work performed by its employees on the public works project.
- 2) The payroll records, enumerated under **paragraph 1** above, shall be certified. The certified payrolls and records related to employee wages, fringe benefits, payroll tax, and deductions shall be available for inspection and copying by Caltrans representative at all reasonable hours at Contractor's principal office. Certified payrolls shall be made available as follows:
- a) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
 - b) A certified copy of all payroll records enumerated in **paragraph 1** above, shall be made available for inspection or furnished upon request to a representative of Caltrans and the Department of Industrial Relations Division (DIR) of Labor Standards Enforcement and Division of Apprenticeship Standards. Certified payrolls submitted to Caltrans and the Department of Industrial Relations, Division of Labor Standards Enforcement, and Division of Apprenticeship Standards shall not be altered or obliterated by contractor.
 - c) The public shall not be given access to certified payroll records by Contractor. Contractor is required to forward any requests for certified payrolls to Caltrans Contract Manager by both email and a hard copy sent by regular mail on the business day following receipt of request.
 - d) Each Contractor shall submit a certified copy of the records enumerated in **paragraph 1**, above, to the entity that requested the records within 10 days after receipt of a written request.
 - e) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by Caltrans shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of Contractor awarded the Agreement or performing the Agreement shall not be marked or obliterated.
 - f) Contractor shall inform Caltrans of the location of the records enumerated under **paragraph 1**, above, including the street address, city, and county, and shall, within five (5) working days, provide a notice of a change of location and address.
 - g) Contractor or Subcontractor shall have 10 days in which to comply subsequent to

Exhibit B
Commercial Services–State

receipt of written notice requesting the records enumerated in **paragraph 1**, above. In the event Contractor or Subcontractor fails to comply within the 10-day period, it shall, as a penalty to Caltrans, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by Caltrans from payments then due. Contractor is not subject to a penalty assessment pursuant to this section due to the failure of a Subcontractor to comply with this section.

- B. The penalties specified in **paragraph g** above, for noncompliance with the provisions of said Labor Code Section 1776, will be deducted from any monies due or which may become due to Contractor. Penalties assessed for failure to submit certified payrolls are forfeitures and not retentions that will be returned to Contractor.
- C. Payrolls shall contain the full name, address, and social security number of each employee, the correct work classification (including apprentices, if applicable), rate of pay, daily and weekly number of hours worked, itemized deductions made, and actual wages paid. The payroll shall be accompanied by a "Statement of Compliance" signed by the employer or employer's agent indicating that the payrolls are correct and complete and that the wage rates contained therein are not less than those required by the Agreement. The "Statement of Compliance" shall be on forms furnished by Caltrans or on any form with identical wording. Any payroll that does not include the required "Statement of Compliance" will be deemed inadequate and unacceptable. Contractor shall be responsible for the submission of copies of payrolls of all Subcontractors.
- D. Contractor and each Subcontractor shall preserve their payroll records for a period of three (3) years from the date of completion of the Agreement.
- E. Contractor shall submit a certified copy of all payroll records for verification by Caltrans Contract Manager and/or designee with each invoice. When progress payments are called for, Contractor shall submit a certified copy of all payroll records for verification for the work completed to date with each invoice. Delinquent or inadequate certified payrolls or other required documents will result in the withholding of payment until such documents are submitted by Contractor.
- F. Contractor shall pay any employee actually engaged in the moving and handling of goods being relocated under this Agreement no less than the prevailing wage rate.
- G. Any subcontract entered into as a result of this Agreement shall contain all the provisions of this clause.

9. Penalty

- A. Contractor and any Subcontractor under Contractor shall comply with Labor Code Sections 1774 and 1775. In accordance with said Labor Code Section 1775, Contractor shall forfeit, as a penalty to Caltrans, not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates for such work or craft in which such worker is employed for any public work done under the Agreement by them, or by any Subcontractor under them, in violation of the provisions of the Labor Code and, in particular, Labor Code Sections 1775 to 1780, inclusively.
- B. The amount of this forfeiture shall be determined by Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of Contractor or

Exhibit B
Commercial Services--State

Subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of Contractor or Subcontractor in meeting its prevailing wage obligations, or a Contractor's willful failure to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if Contractor or Subcontractor had knowledge of the obligations under the Labor Code. Any Contractor that executes and receives a copy of this Agreement is deemed to have knowledge of its obligations regarding the Labor Code's prevailing wage requirements. In addition to the penalty and pursuant to Labor Code Section 1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate shall be paid to each worker by Contractor or Subcontractor.

- C. If a worker employed by a Subcontractor on a public works project is not paid general prevailing per diem wages by Subcontractor, Prime Contractor of project is not liable for any penalties described above unless Prime Contractor had knowledge of that failure of Subcontractor to pay the specified prevailing rate of wages to those workers or unless Prime Contractor fails to comply with all the following requirements:
- 1) Agreement executed between Contractor and Subcontractor for performance of work on public works project shall include a copy of provisions of Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.
 - 2) Contractor shall monitor the payment of the specified general prevailing rate of per diem wages by Subcontractor to the employees by periodic review of the certified payroll records of Subcontractor.
 - 3) Upon becoming aware of the failure of Subcontractor to pay their workers the specific prevailing rate of wage, Contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due Subcontractor for work performed on the public works project.
 - 4) Prior to making final payment to Subcontractor for work performed on public works project, Contractor shall obtain an affidavit signed under penalty of perjury for Subcontractor that Subcontractor has paid the specified general prevailing rate of per diem wages to its employees on public works project and any amounts due pursuant to Labor Code Section 1813.
- D. Pursuant to Labor Code Section 1775, Caltrans shall notify Contractor on a public works project within 15 days of receipt of a complaint that a Subcontractor has failed to pay workers the general prevailing rate of per diem wages.
- E. If Caltrans determines that employees of a Subcontractor were not paid the general prevailing rate of per diem wages and if Caltrans did not retain sufficient money under the Agreement to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, Contractor shall withhold an amount of moneys due to Subcontractor sufficient to pay those employees the general prevailing rate of per diem wages, if requested by Caltrans.
- F. Any subcontract entered into as a result of this Agreement shall contain all the provisions of this clause.

Exhibit B
Commercial Services–State

10. State General Prevailing Wage Rates

- A. Contractor agrees to comply with all applicable provisions of the Labor Code, including those provisions requiring the payment of not less than the general prevailing rate of wages. Contractor further agrees to the penalties and forfeitures provided in said Code in the event a violation of any of the provisions occurs in the execution of this Agreement.
- B. Pursuant to Labor Code Section 1771.5, not less than the general prevailing wage rate of per diem wages and the general prevailing rate of per diem wages for holiday and overtime work for work of a similar character in the county in which the work is to be performed shall be paid to all workers employed on this Agreement, if this Agreement is for:
 - 1) More than \$25,000 for public works construction; or
 - 2) More than \$15,000 for the alteration, demolition, installation, repair, or maintenance of public works.
- C. Any subcontract entered into as a result of this Agreement shall contain all the provisions of this clause.

11. State Prevailing Wage Rate Determinations

- A. The General Prevailing Wage Rate Determinations applicable to the project are available and on file with the Caltrans Regional/District Labor Compliance Office. These wage rate determinations are made a specific part of this Agreement by reference pursuant to Labor Code Section 1773.2. Any special wage rate determinations applicable to this project are attached.
- B. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the DIR website at:
<https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>.
- C. After award of the Agreement, and prior to commencing work, all applicable General Prevailing Wage Rate Determinations are to be obtained by Contractor from DIR. These wage rate determinations are to be posted by Contractor at the job site in accordance with Labor Code Section 1773.2.
- D. After award of the Agreement, questions pertaining to predetermined wage rates should be directed to the Caltrans Labor Compliance Office:

Caltrans Headquarters Labor Compliance Office
1120 N Street, MS-44
Sacramento, CA 95814
Email: labor.compliance@dot.ca.gov

12. Employment of Apprentices

- A. Where the prime contract is \$30,000 or more, Contractor and any Subcontractors under them shall comply with all applicable requirements of Labor Code Sections 1777.5, 1777.6, and 1777.7 in the employment of apprentices.
- B. Contractors and Subcontractors are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of

Exhibit B
Commercial Services–State

journey level to apprentice workers. Prior to commencement of work, Contractors and Subcontractors are advised to contact the State Division of Apprenticeship Standards, PO Box 420603, San Francisco, California 94142-0603, or one of its branch offices, for additional information regarding the employment of apprentices and for the specific journey-to-apprentice ratios for the Agreement work. Prime Contractor is responsible for all Subcontractors' compliance with these requirements. Penalties for failure to comply with apprenticeship requirements are specified in Labor Code Section 1777.7.

- C. Any subcontract entered into as a result of this Agreement shall contain all the provisions of this clause.

Exhibit D
Commercial Services--State

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.

Exhibit D
Commercial Services–State

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

Exhibit D
Commercial Services–State

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 (Not Required)

Caltrans has not established a DVBE participation requirement for this Agreement. However, Contractor shall be fully informed respecting the California Public Contract Code Sections 10115 et seq., which is incorporated by reference. Contractor is urged to obtain DVBE Subcontractor participation should clearly defined portions of the work become available.

9. 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.

10. 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

Exhibit D Commercial Services–State

relation to any such law, ordinance, regulation, order, or decree, Contractor shall immediately report the same to Caltrans Contract Manager in writing.

11. 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.

12. 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.

13. 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.

14. 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.

Exhibit D
Commercial Services--State

- 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.
 - 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).

15. 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.

16. 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.

Exhibit D
Commercial Services–State

17. 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.

18. 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.

19. 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.

20. 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.

Exhibit E Commercial Services–State

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.
 - 2) Coverage shall also include Pesticide/Herbicide Applicator Coverage, or its equivalent, during the term of the contract.

Exhibit E
Commercial Services--State

3) 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.

4) The additional insured endorsement must accompany the certificate of insurance.

5) 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 engaged in the live capture, removal, or exclusion of mice or rats must be currently registered with the California Department of Consumer Affairs, Structural Pest Control Board (SPCB). (www.pestboard.ca.gov)
- B. Contractor's employees/subcontractors performing services must possess and maintain, at all times during the term of this Agreement, a current **Field Representative or Operator** license issued by the SPCB.
- C. All onsite staff must possess a valid **Structural Pest Control Applicator** certificate from SPCB.
- D. 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.

Exhibit E
Commercial Services--State

- E. 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.
- F. 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 partnership), then Contractor must be registered and active/in good standing with the California Secretary of State.
- G. 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. Licensed Contractor Standards for Quality of Work

- A. Licensed Contractors must observe professional standards for quality of work or the California Contractors State License Board (CSLB) will invoke disciplinary action.
- B. Notice is hereby given that certain actions by Contractor, including, but not limited to, the following, constitute grounds for disciplinary action once Caltrans has notified the license board of all violations:
 - 1) A willful departure from plans and specifications or disregard of trade standards for good and workmanlike construction in any material respect that might prejudice the Caltrans owner of the property upon which you perform work (Bus. and Prof. Code, 7109).
 - 2) The failure to observe and comply with all the applicable labor laws (Bus. and Prof. Code Section 7110).
 - 3) Material failure to complete this Agreement (Bus. and Prof. Code 7113).
- C. Should Caltrans determine that the work or materials provided vary materially from the specifications, or, that defective work when completed was not performed in a workmanlike manner, then Contractor warrants that they shall perform all necessary repairs, replacement and corrections needed to restore the property according to the Agreement plans and specifications, all at no further or additional cost to Caltrans.

5. 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).

Exhibit E
Commercial Services--State

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.

6. 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.

7. 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.

8. Contractor Registration Program

No Contractor or Subcontractor may be awarded a contract or engage in the performance of any contract with prevailing wages, unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5.

