

# **California Department of Education Invitation for Bid (IFB) Warehouse Janitorial Services– CN250003**

Curriculum Frameworks and Instructional Resources  
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Mandatory Site Inspection: January 14, 2025 at 10:00 am PST  
Bid Due Date: January 21, 2025 at 2:00 pm PST  
Public Bid Opening: January 23, 2025 at 9:00 am PST  
Contract Period: July 1, 2025 – June 30, 2026  
One-Year Option to Renew: July 1, 2026 – June 30, 2027  
One-Year Option to Renew: July 1, 2027 – June 30, 2028

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# GENERAL INFORMATION

## I. PURPOSE

The California Department of Education (hereinafter referred to as CDE) is soliciting bids to provide janitorial services located at the Clearinghouse for Specialized Media and Technology (CSMT) warehouse at 3740 Seaport Blvd. #20, West Sacramento, CA 95691, in accordance with the specifications contained herein this Invitation for Bid (IFB).

It is anticipated that the contract start date will begin approximately on July 1, 2025. The actual start date of the contract is contingent upon approval of the agreement by the Department of General Services (DGS), if required. Contract includes two one-year options to renew.

Award of a contract as a result of this IFB shall be contingent on DGS approval, CDE executive approval, funding and program authorization provided to and by the CDE.

## II. IFB SCHEDULE

<b>Activity</b>	<b>Action Date</b>
Invitation for Bid Advertisement	January 7, 2025
Mandatory Site Inspection	January 14, 2025 at 10:00 am PST
Bids Due	January 21, 2025 at 2:00 pm PST
Public Bid Opening	January 23, 2025 at 9:00 am PST
Contract Start Date	July 1, 2025

## III. ELIGIBLE BIDDERS

Public or private corporations, agencies, organizations, associations, or individuals may submit a sealed bid in response to this IFB. The bidder must be legally constituted and qualified to do business within the State of California (registered with the California Secretary of State), if applicable. Bidders must be a legally cognizable public agency, sole proprietorship, partnership, or corporation (fully incorporated by the deadline for submitting bids). Failure to meet the foregoing requirement will result in disqualification.

Bidders who have had a contract terminated by the CDE in the past 18 months may be automatically disqualified.

A. Disabled Veteran Business Enterprise (DVBE) Program Requirement

This solicitation is exempt from DVBE participation.

See General Information, Article V DVBE Participation Goals for information.

B. Targets of Economic Sanctions; 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. 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.

**IV. SUBCONTRACTING**

The bidder responding to this IFB must serve as the Prime Contractor and will be the responsible entity in ensuring that all services and activities are competently and successfully completed. If any portion of the work outlined in Exhibit A, Scope of Work, is to be subcontracted out, or performed by anyone other than the bidder, a Bidder Declaration Form (GSPD-05-105) must be completed and submitted as part of the bid submission. The Bidder Declaration Form must bear the original signature of the person authorized to bind the bidder. The Bidder Declaration form can be found at:

<https://www.documents.dgs.ca.gov/dgs/fmc/gspd/gspd05-105.pdf>

A. Commercially Useful Function

Bids must propose that Prime bidders provide a commercially useful function for the resulting contract or the bid will be deemed non-responsive and rejected by the State.

Commercially useful function is defined as: 1) Is responsible for the execution of a distinct element of the work of the contract (including the supplying of service and goods); 2) Carries out its obligation by actually performing, managing or supervising the work involved; 3) Performs work that is normal for its business services and functions; 4) Is responsible, with respect to products, inventories, materials and supplies required for the contract, for negotiating price, determining quality and quantity, ordering, installing, if applicable, and making payment; and 5) Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices. (Tit. 2 CCR § 1896.71(b).)

A small or microbusiness/DVBE contractor, subcontractor or supplier is not performing a “commercially useful function” if its role is limited to that of an extra participant in a transaction, contract or project through which funds are passed in order to obtain the

appearance of small business or microbusiness/DVBE participation. (GC § 14837(d)(4); Tit. 2 CCR § 1896.15.) (Mil. & Vet. Code § 999(b)(5)(B); Tit. 2 CCR § 1896.71(c).)

## V. DVBE PROGRAM REQUIREMENT

Section 10115 et seq. of Public Contract Code, and Section 999 et seq. of the Military and Veterans Code requires a goal of three percent (3%) certified California Disabled Veteran Business Enterprise (DVBE) participation for all contracts on an agency-wide basis of \$25,000.00 and over unless exempted due to the services provided.

This solicitation is exempt from DVBE participation, however the DVBE incentive still applies (see Article VI. Preference Programs).

The CDE is committed to achieving legislatively established goals for the participation of DVBEs in all contracting and seeks to use certified California DVBE business whenever possible.

## VI. PREFERENCE PROGRAMS

### A. Small Business Preference

A five percent (5%) bid preference is available and will be applied in accordance with Attachment 5. The small business preference will be applied to those bidders declaring their eligibility by completing Attachment 5. The bidder must include proof of Small Business certification, if applying for the preference. Certification can be verified on Cal eProcure at <https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx>

Information regarding this preference program may be obtained on the DGS website, <https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/How-to-do-business-with-the-state-of-California>

### B. DVBE Incentive Option

In accordance with Section 999.5(a) of the Military and Veterans Code, an incentive will be given to responsive and responsible bidders who provide DVBE participation as outlined below. The incentive amount for awards based on the lowest responsive/responsible bid received will vary in conjunction with the percentage of DVBE participation. The incentive is only given to those bidders who are responsive to the DVBE Program Requirements and DVBE participation in the resulting contract. The following represents the percentages that will be applied:

- Confirmed DVBE Participation of 5% or more, the DVBE Incentive is 5%.
- Confirmed DVBE Participation of 4% to 4.99%, the DVBE Incentive is 4%.
- Confirmed DVBE Participation of 3% to 3.99%, the DVBE Incentive is 3%.

In order to receive the incentive bidders must document DVBE participation commitment by completing and submitting the Bidder Declaration (GSPD-05-105) with the Bid. The GSPD-05-105 form can be found at:

<https://www.documents.dgs.ca.gov/dgs/fmc/gspd/gspd05-105.pdf>.

The bidder must also include proof of DVBE certification, if applying for the incentive. Certification can be verified on Cal eProcure at **GENERATIVE ARTIFICIAL INTELLIGENCE (GenAI) DISCLOSURE NOTIFICATION**

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/Contractor must notify the State in writing if their solution or service includes, or makes available, any GenAI, including GenAI from third parties or subcontractors.

The State has developed a [GenAI Reporting & Factsheet \(STD 1000\)](#) to be completed by the Bidder/Offeror/Contractor.

Failure to report GenAI to the State may void any resulting contract. The State reserves its right to seek any and all relief it may be entitled to as a result of such non-disclosure.

Upon receipt of a Bidder/Offeror/Contractor [GenAI Reporting & Factsheet \(STD 1000\)](#), 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.

## **VII. BIDDER REQUIREMENTS**

Bidders must be responsible and have the capability to professionally carry out the terms of this contract. Those bidders who have had a contract terminated with the CDE in the past 18 months will be disqualified and will not be considered in the award process.

The bidder's employees to be used in fulfillment of this contract must possess at least 3 years of janitorial service experience.

Bids for this contract shall include the method by which the bidder has chosen to fulfill the requirements of Government Code § 19134. This requirement is added if the services will be using blended rates such as custodial services.

## **VIII. IFB DOCUMENTS**

Any conflicts, omissions or errors in the IFB or questions concerning clarification or interpretation of the IFB, shall be brought to the attention of Contract Analyst **McKinley Carlisle**, [mcarlisle@cde.ca.gov](mailto:mcarlisle@cde.ca.gov), (916) 445-6826, The CDE reserves the right to rephrase or not answer any question submitted.

The CDE reserves the right to amend or modify the IFB document prior to the final bid submittal date identified herein by issuing an addendum to all parties. The CDE will not be bound by verbal representations or interpretations.

The CDE reserves the right, at its sole discretion, for any reason, including price, rates, costs, etc., to cancel or modify this IFB, in whole or in part, prior to the award of any contract. The CDE may waive any immaterial deviation or defect in a bid proposal. The CDE's waiver of a deviation or defect shall in no way modify the IFB documents or

excuse the Contractor from full compliance with the IFB specifications if awarded the contract. The CDE may reject any bid for any deviation or defect.

If you would like to request a copy of this IFB in an alternate format, including Word, please contact Contract Analyst McKinley Carlisle, Contract Analyst by phone at (916) 445-6826 or by e-mail at [mcarlisle@cde.ca.gov](mailto:mcarlisle@cde.ca.gov).

#### **IX. BID DOCUMENTS AS PUBLIC RECORD**

All bids and related documents submitted in response to this IFB become the property of the State of California and are considered public records and are subject to disclosure upon request, pursuant to Government Code Section 6250 et seq. All contracts awarded and all attachments thereto will become public records.

All questions must be submitted by e-mail to Contract Analyst McKinley Carlisle at [mcarlisle@cde.ca.gov](mailto:mcarlisle@cde.ca.gov).

#### **X. MANDATORY SITE INSPECTION**

**A Mandatory Site Inspection is scheduled for Tuesday, January 14, 2025 at 10:00 am PST at CSMT Warehouse, 3740 Seaport Blvd #20, West Sacramento CA 95691.**

Attendees must arrive on time and be present at the Mandatory Site Inspection until it has been concluded by CDE staff. Attendees more than 10 minutes late to the Mandatory Site Inspection will not be allowed to participate. Attendees must report to the Front Office. Please bring a copy of the IFB with you to the Mandatory Site Inspection.

Note: Bids from Contractors who do not attend, or who are more than 10 minutes late, or who leave the mandatory site inspection early will be rejected and returned unopened.

#### **XI. BID SUBMISSION**

Each bidder shall submit to the CDE two sealed copies of their bid meeting the specifications described in this IFB.

1. One (1) original set of bid documents which must bear the original signature of the individual authorized to do so, and
2. One (1) copy of the bid documents with a photocopy of the original signature.

All bid package documents must bear the original signature of the individual authorized to sign the contract. No electronic signatures will be accepted as original. Original signature shall mean a manual handwritten signature or mark in wet ink.

The bid shall be returned in a sealed envelope marked "SEALED BID – WAREHOUSE JANITORIAL SERVICES – DO NOT OPEN." To prevent inadvertent premature opening, place sealed bid in one envelope within a second envelope addressed as follows:

California Department of Education  
Fiscal and Administrative Services Division



Contracts Office  
Attention: McKinley Carlisle – CN250003 – IFB  
1430 N Street, Suite 2213  
Sacramento, CA 95814  
SEALED BID – WAREHOUSE JANITORIAL SERVICES – DO NOT OPEN

Sealed bids may be submitted via mail to the address above. Or may be hand delivered to the CDE Mail Room located on the first floor of the CDE building at 1430 N Street, Sacramento, CA 95814. If hand delivering, bidder must check in with the security desk (present valid ID). Security personnel will not accept bids.

The deadline for submission of sealed bids is Tuesday, January 21, 2025 at 2:00 pm PST.

The bids will be publicly opened and read on Thursday, January 23, 2025 at 9:00 am PST at the California Department of Education, Fiscal and Administrative Services Division, 1430 N Street, Suite 2213, Room 2212, Sacramento, CA 95814.

In a closed session, following the bid opening and reading, the CDE will review the apparent low bid to determine if the low bidder is responsible and responsive to the IFB. Bids not received at the location by the date and time specified will not be accepted. Postmark date will not constitute delivery. It is the bidder's responsibility to ensure that the bid is received at the location specified by the bid deadline.

By submitting a bid, prospective bidders certify that they meet all qualifications specified herein and agree to comply with all terms and conditions of this IFB. After announcement of the apparent successful bidder, there will be no negotiations of the terms and conditions of this IFB or the bidder's submitted proposal between the CDE and the apparent successful bidder.

Bids shall not be qualified or conditioned. Any bid response modifying, amending, or proposing alternate language to the terms and conditions of the IFB will be invalid and inapplicable. Bids submitted must be complete in all respects and may be rejected if incomplete or contain irregularities of any kind.

The State does not accept alternate contract language from a prospective contractor. A bid with such language will be considered a counter proposal and will be rejected.

There is no requirement to award a contract if, in the opinion of the CDE, no bids were received containing a reasonable contract price or if there is another business-based reason not to make an award.

If no submissions are received containing bids offering a cost/price/rate, which in the opinion of the CDE is a reasonable cost/price/rate, CDE is not required to award an Agreement (Public Contract Code Section 10344 [d]).

Every component of the bid cost/price/rate is subject to reasonableness of cost justification. If any portion of the cost is rejected by the CDE, then the entire bid may be rejected.

The cost of bid development is the responsibility of the prospective bidder and shall not be chargeable to the CDE.

A bidder may withdraw its bid at any time prior to the date and time of bid opening by submitting a request in writing to the CDE, Attention: Contracts Office – McKinley Carlisle – CN250003, 1430 N Street, Suite 2213, Sacramento, CA 95814. A new bid package may be submitted prior to the date and time of bid opening. Written withdrawal of bidder's bid will not be accepted after the date and time of bid opening. Withdrawals requested by telephone or fax are not acceptable.

Clarification may be requested by the CDE Contracts Office during the review of the bids for the purpose of clarifying ambiguities in the information presented in the bid response. The CDE reserves the right, at its sole discretion, to overlook, correct, or require a bidder to remedy any obvious clerical or incidental mathematical errors on a bid form. Bidders may be required to initial corrections.

Any failure by the bidder to acquaint itself with available information will not relieve them from responsibility for estimating properly, the difficulty, or cost of successfully performing the work.

## **XII. BID SUBMISSION REQUIREMENTS**

The bid submission package must be submitted to the CDE and must include the following required forms fully completed and signed where applicable. One original set and one full copy of the bid documents listed herein must be included in the bid package. See Article XI. Bid Submission.

### **A. Attachment 1 – Required Attachment Checklist**

The Required Attachment Checklist is to be used to ensure and confirm compliance with the bid submission requirements. The checklist must be completed and submitted as the cover of your bid package.

### **B. Exhibit B.1, Exhibit B.2, and Exhibit B.3 Contractor's Bid Forms**

Contractor's Bid Form: must be completed and submitted with an original signature by the individual legally authorized to bind the bidder. Proposal form must contain the proposed bid cost for Grand Total.

### **C. Insurance Certificate**

The bidder must possess and provide a copy of their insurance certificates meeting the terms outlined in Exhibit E, Article III. Certificate of Insurance Requirements and IV. Workers Compensation:

1. Commercial General Liability
2. Workers' Compensation

Proof of coverage and limits for the above required terms are required in the bid submission package. The additional insured language (see Exhibit E, Article III. Certificate of Insurance Requirements) will be required as a condition of contract award.

D. Contractor Certification Clauses (CCC 04/2017)

The Contractor Certification Clauses (CCC 04/2017) must be signed and dated with an original signature. The CCC 04/2017 can be found at <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>.

E. Payee Data Record (STD 204) and Payee Data Record Supplement (STD 205)

The STD 204 form must be completed and submitted with an original signature. The STD 204 form can be found at: <https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf>.

The STD 205 form must be completed and submitted with an original signature if the bidder must identify a remittance address that is different from the mailing address identified on the STD 204. The Payee Data Record Supplemental STD 205 can be found at <https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std205.pdf>.

F. Generative Artificial Intelligence (GenAI) Reporting and Factsheet (STD 1000)

The STD 1000 form must be completed and submitted with an original signature. See General Information, Article VIII. Generative Artificial Intelligence (GenAI) Disclosure Notification for more information. The STD 1000 form can be found at: <https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std1000.pdf>

G. Attachment 2 – Certification of Workers’ Compensation Insurance

The Certification of Workers’ Compensation Insurance form must be fully completed, signed and dated with an original signature.

H. Attachment 3 – Darfur Contracting Act Certification, or Attachment 3a – Darfur Contracting Act Certification Supplemental

The Darfur Contracting Act Certification or the Darfur Contracting Act Certification Supplemental must be fully completed, signed and dated with an original signature.

I. Attachment 4 – California Civil Rights Certification

The California Civil Rights Certification must be fully completed, signed and dated with an original signature.

J. Attachment 6 – Bidder Certification

The Bidder Certification must be fully completed and dated with an original signature. Bidders must demonstrate responsibility and the capability to professionally carry out the terms of this contract through the bidder certification.

K. Attachment 7 – Bidder Employee Benefit Certification

The Bidder Employee Benefit Certification must be fully completed, signed and dated with an original signature. Employers choosing to offer Employee Benefits shall provide

the names of insurance providers and terms of the coverage as a condition of contract award.

L. Attachment 9 – Iran Contracting Act Certification

The Iran Contracting Act Certification form must be fully completed, signed and dated with an original signature.

Employers choosing to offer Employee Benefits shall provide the names of insurance providers and terms of the coverage as a condition of contract award.

M. Conditional Attachments

1. Subcontracting

If bidder intends to subcontract any portion of the work outlined in Exhibit A, Scope of Work, the Bidder Declaration (GSPD-05-105) form must be completed and submitted with original signature. The GSPD-05-105 form can be found at: <https://www.documents.dgs.ca.gov/dgs/fmc/gspd/gspd05-105.pdf>

2. Small Business Preference

If bidder intends to apply for the Small Business Preference the Attachment 5 Small Business Preference Sheet must be completed and submitted with original signature.

The bidder must submit proof of Small Business certification. Failure to submit a copy of your proof of certification for the industry appropriate for this bid will not be cause for bid rejection; however, preference for small business will not be considered or granted for your bid. Certification can be verified on Cal eProcure at <https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx>

3. DVBE Incentive Option

If bidder intends to apply for the DVBE Incentive the following documents are required. Failure to submit any of the documents for this bid will not be cause for bid rejection; however, DVBE incentive will not be considered or granted for your bid.

- Bidder Declaration (GSPD-05-105). Bids must include a GSPD-05-105 form completed in accordance with the instructions on the form. The GSPD-05-105 form can be found at: <https://www.documents.dgs.ca.gov/dgs/fmc/gspd/gspd05-105.pdf>.
- DVBE Certification. Bids must include a copy of the DVBE certification for each DVBE contractor/subcontractor. DVBE certification can be verified and printed from Cal eProcure at <https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx>

### **XIII. BASIS OF AWARD**

Following the public bid opening, the CDE Contracts Office will review the low bid for compliance with the bid requirements, specified herein, and to determine if the low bidder is responsible and responsive to this IFB.

The contract shall be awarded on the basis of the responsive and responsible bidder submitting the lowest average Grand Total.

The contract shall be awarded on the basis of the responsive/responsible bidder submitting the lowest average Grand Total for Warehouse Janitorial Services stated on the Contractor's Bid Forms, Exhibit B.1, B.2, and B.3.

The lowest average Grand Total will be computed by adding the Grand Total from each of the three bid forms, Exhibit B.1, B.2, and B.3, and then dividing the amount by three.

Charges for the bidder's operating expenses such as: labor, materials, travel, transportation, fuel, parking, equipment, equipment rental, taxes, permits, licenses, insurance necessary must be included as part of the bidder's rates.

All bid responses must comply with the requirements outlined herein. Failure to do so will disqualify the bid. If it is determined not to be in the best interest of the State, the State reserves the right to not award a contract in response to this IFB.

**THE STATE RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS.**

The method that shall be used as a "tie-breaker" in the event of a two-way (or more) tie of the responsive/responsible lowest bid will be to place the names of the bidders in a container. The first name drawn will be the proposed awardee. The remaining bidder(s) name(s) will be drawn sequentially and noted in case, upon validation, the proposed awardee selected through the tie-breaking process is unacceptable.

Small business bidders, meeting the IFB specifications, shall have precedence over non-small business bidders in that the application of any bidder preference for which non-small business bidders may be eligible under any other provision of law shall not result in the denial of the award to a small business bidder.

In the event of a precise tie between the low responsible bid of bidder meeting the specifications of a small business, and the low responsible bid of a bidder meeting the specifications of a disabled veteran-owned small business, the contract shall be awarded to the veteran-owned small business.

Upon written request by any bidder who has submitted a bid, notice of the proposed award shall be posted in a public place in the offices of the contracting agency at least five working days prior to awarding the contract.

### **XIV. OPTION TO RENEW**

The contract awarded through this IFB would expire on June 30, 2026; however, the CDE may exercise the options to renew for two additional years.

Costs for the first one-year option to renew (July 1, 2026 – June 30, 2027) shall be computed in accordance with the Contractor’s Bid Form Exhibit B.2, contract period July 1, 2026 – June 30, 2027. If the State elects to renew the agreement with the Contractor, the CDE Contract Monitor will notify the Contractor of the option to renew in January 2026

Costs for the second one-year option to renew (July 1, 2027 – June 30, 2028) shall be computed in accordance with the Contractor’s Bid Form Exhibit B.3, contract period July 1, 2027 – June 30, 2028. If the State elects to renew the agreement with the Contractor, the CDE Contract Monitor will notify the Contractor of the option to renew in January 2027.

## **XV. CONTRACT AWARD PROTEST PROCEDURES**

If prior to the award, any bidder files a protest with the CDE against the awarding of the contract on the grounds that it is the lowest responsive/responsible bidder meeting the specifications of the IFB, the contract shall not be awarded until either the protest has been withdrawn or the DGS has decided the matter. Protests shall be limited to those bases specified in Public Contract Code section 10345 (Attachment 7 describes the protest procedures to be followed by a bidder filing a protest). The protest shall be sent to:

Department of General Services  
Office of Legal Services  
ATTN: Bid Protest Coordinator  
707 3rd Street, 7<sup>th</sup> Floor, Suite 7-330  
West Sacramento, CA 95605  
EMAIL: [OLSProtests@dgs.ca.gov](mailto:OLSProtests@dgs.ca.gov)

California Department of Education  
Contracts Office  
ATTN: Contract Manager  
1430 N Street, Suite 2213  
Sacramento, CA 95814  
EMAIL: [ContractsOffice@cde.ca.gov](mailto:ContractsOffice@cde.ca.gov)

## EXHIBIT A – SCOPE OF WORK

### I. GENERAL SCOPE

The Contractor shall provide janitorial services for the California Department of Education (CDE), Clearinghouse for Specialized Media and Technology (CSMT) warehouse office located at 3740 Seaport Blvd., Space 20, West Sacramento, CA 95891, as described herein.

### II. CONTRACT MONITORS

The California Department of Education (CDE) assigns **Joe Thompson**, [jthompson@cde.ca.gov](mailto:jthompson@cde.ca.gov), (916) 323-1953, as the CDE Contract Monitor to oversee this project. Said CDE Contract Monitor is not authorized by the State to make any commitments or make any changes which will affect the price, terms or conditions of this Agreement without a formal contract amendment.

The Contractor must assign a Contractor Contract Monitor to oversee this project. Said Contractor Contract Monitor is not authorized by the State to make any commitments or make any changes which will affect the price, terms or conditions of this Agreement without a formal contract amendment.

### III. SCHEDULE

Janitorial services are to be provided every Tuesday and Thursday between the hours of 7 a.m. and before 2 p.m., excluding State holidays. Additional services will be required on a bi-monthly or quarterly schedule as detailed in Article IV. Janitorial Services.

Upon the start of the contract, the CDE Contract Monitor will provide the Contractor with a list of the State recognized holidays. The Contractor shall coordinate the date and time of all services with the CDE Contract Monitor. If the scheduled service falls on a state holiday, the Contractor shall provide the services on the following business day.

### IV. JANITORIAL SERVICES

The Contractor will provide professional cleaning necessary to maintain the premises in a clean and sanitary condition. All services will be included in the Monthly Rate as stated in Exhibit B.

#### A. Comprehensive janitorial services needed every Tuesday and Thursday

1. Dust desks, chairs, tables, file cabinets, and other office equipment.
2. Empty all wastepaper baskets and trash cans, replacing liners when needed.
3. Clean and disinfect: telephones, drinking fountains, sinks, and toilets/urinals.
4. Clean restroom facilities including any tile areas or covered wall areas.
5. Vacuum and clean air grills.
6. Clean mirrors, light switches, microwave, and refrigerator.
7. Sweep and damp mop all resilient floor areas with not-toxic germicidal solution.
8. Vacuum all carpeted areas.
9. Clean entryway glass.

10. Restock paper towels, toilet paper, and soap dispensers.
11. Reposition all furniture to its original place.
12. Perform other services necessary to maintain the premises in a clean and sanitary condition.
13. Empty and clean ashtrays outside entry doors.

B. Additional Bi-Monthly Services :

Contractor will provide the following services bi-monthly:

1. High dusting, removing cobwebs and dusting light fixtures, blinds, and picture frames
2. Spot wash walls, doors, and partitions
3. Clean and sanitize Interior Office and entry window. "Interior Office" includes the two offices with doors, multiple cubicle space, bathroom, and kitchenette.
4. Wipe down windowsills and baseboards

C. Semi-Annual Services

Contractor will provide the following services every six months, starting on July 1, 2025, and thereafter:

1. Scrub, wax, and buff hard surface floors to remove scuff marks.
2. Apply a light coat of non-slip wax, if necessary.
3. Replace deodorant blocks in all toilet bowls and urinals.

**V. EXCLUDED SUPPLIES**

The CDE will provide paper towels, toilet paper, hand soap and wastebasket liners. The Contractor will provide all other cleaning equipment and cleaning supplies necessary to provide services listed in Article IV. Janitorial Services.

**VI. WASTE:**

All waste must be disposed of in accordance with all State, Federal, and Local laws, including but not limited to the Environmental Protection Agency Standards, and any other regulatory standards.

**VII. COORDINATION**

The Contractor will be aware of and follow all health and safety laws and policies set forth by the federal, state, and local governments, as well as policies prescribed by the CDE.



## **EXHIBIT B – BUDGET DETAIL AND PAYMENT PROVISIONS**

### **I. INVOICING AND PAYMENT**

For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this agreement.

Invoices shall include the Agreement Number CN250003 and shall be submitted in arrears, not more frequently than monthly in duplicate to:

California Department of Education  
Curriculum Frameworks and Instructional Resources  
Attention: Joe Thompson  
1430 N Street, Suite 2307  
Sacramento, CA 95814  
Email: [jthompson@cde.ca.gov](mailto:jthompson@cde.ca.gov)

### **II. BUDGET CONTINGENCY CLAUSE (rev. 9/2012)**

- 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 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 the Congress or the State Legislature does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- D. Pursuant to GC, 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.
- E. CDE has the option to terminate the Agreement under the 30-day termination clause or to amend the Agreement to reflect any reduction in funds.

### **III. PAYMENT**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

#### IV. EMPLOYEE RATES AND BENEFITS

- A. Pursuant to Government Code Section (GC) 19134, Contractor shall provide applicable wages and employee benefits and/or In Lieu Cash payment rates to all covered employees.
1. "Wages" means hourly payments paid pursuant to GC 19134 to a covered employee for work performed by such employee. Wages must be valued of at least 85 percent of wages paid to State of California employees performing similar work.
  2. Employee Benefits Includes:
    - a. Health Benefits (means coverage a Contractor provides to a covered employee, either through a purchased plan or by self-insurance) for:
      - i. Basic health care, as identified in 10 CCR Section 1300.67,
      - ii. Dental services, and
      - iii. Vision services.
    - b. Retirement Benefits,
    - c. Holiday pay, sick pay, and vacation pay.
  3. Benefits shall be valued of at least 85 percent of the State cost for State of California employees performing similar work, or In Lieu Cash Payments, or a combination of the actual benefit and In Lieu Cash Payments totaling at least 85 percent of the State cost.
  4. In Lieu Cash Payments to Covered Employees are valued of at least 85 percent of the State cost for State of California employees performing similar work.
- B. "Covered Employee" means a person who performs any of the services as more than an incidental part of their duties under this Agreement. This excludes a person who performs solely supervisory or administrative services under this Agreement, or an owner/operator.
- C. Rates - Blended monthly rates are determined by the California Department of Human Resources' Rates for Personal Services Contracts (published online February of each year at [www.calhr.ca.gov](http://www.calhr.ca.gov)). The rates are set at 85 percent of the State's salary and benefit cost for State employees performing similar duties. The blended rates for this Agreement, as of January 1, 2024, are as follows:
- Custodian I Classification:
    - Current blended hourly rate is \$15.37
    - Current blended benefits rate is \$14.39
    - Total Rate: \$29.76
  - Custodian II Classification:
    - Current blended hourly rate is \$16.14

- Current blended benefits rate is \$14.72
  - Total Rate: \$30.86
- Custodian Supervisor I Classification:
    - Current blended hourly rate is \$17.44
    - Current blended benefits rate is \$15.15
    - Total Rate: \$32.58
  - Custodian Supervisor II Classification:
    - Current blended hourly rate is \$18.89
    - Current blended benefits rate is \$15.79
    - Total Rate:\$34.68
- D. Blended rates will be annually adjusted by the California Department of Human Resources (CalHR).
- E. Reports - In order to receive any payment under this Agreement the Contractor shall provide, along with their monthly invoice, a monthly report that shall include the following items:
1. The number of Covered Employees who received Wages and Employee benefits and/or In Lieu Cash Payments in the preceding month.
  2. The number of hours each Covered Employee worked on this Agreement in the preceding month.
  3. The name of each Covered Employee who received Wages and Employee Benefits and/or In Lieu Cash Payments in the preceding month.
  4. The amount paid to each Covered Employee for Wages and Employee Benefits and/or In Lieu Cash Payments in the preceding month. Contractor must itemize amounts paid for wages and for each type of employee Benefit/In Lieu Cash Payment separately.
  5. The total monthly cost of Wages and Employee Benefits or In Lieu Cash Payments in the preceding month, excluding any administrative or indirect costs.
- F. Agreements and documents relating to implementing Government Code 19134 may be audited by the CDE, the Department of General Services, and/or the Bureau of State Audits, or, in the case of a State-Leased Facility, by the contracting lessor.
- G. Failure to comply with the provisions of Government Code Section 19134 constitutes a material breach, which could subject the Agreement to immediate termination by the CDE.

# EXHIBIT B.1 – CONTRACTOR’S BID FORM

## Warehouse Janitorial Services – CN250003 IFB

**Contract Period: July 1, 2025 – June 30, 2026**

The undersigned Contractor hereby proposes to furnish all labor, materials, travel, fuel, parking, equipment, equipment rental, taxes, permits, licenses, insurance and/or any other overhead expenses necessary to perform all the work required for janitorial services for the Clearinghouse for Specialized Media and Technology (CSMT) warehouse, in accordance with the terms and conditions contained herein:

Description	Rate*	x	Quantity	=	Total
Custodial Services*	\$ _____/Month	x	12 Months	=	\$ _____
<b>Grand Total</b>					<b>\$ _____</b>

\* Blended Rates are determined by the California Department of Human Resources (CalHr). This rate is updated in February of each year. See Exhibit B. Article IV. Employee Rates and Benefits. Bidders must fully inform themselves regarding the requirements of the Government Code 19134 and bid accordingly. Should the CalHR post a rate change during the life of this contract, the Contractor must adhere to the new rate. The CDE will not amend this contract to increase the amount of the Contractor’s bid.

This bid form must be completed in its entirety. An unsigned bid form may result in disqualification.

Bidder Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name/Title: \_\_\_\_\_

License #: \_\_\_\_\_

Federal ID #: \_\_\_\_\_

Questions regarding completion of this form should be brought to the attention of: McKinley Carlisle, by email at [mcarlisle@cde.ca.gov](mailto:mcarlisle@cde.ca.gov) or by phone at (916) 445-6826.

## EXHIBIT B.2– CONTRACTOR’S BID FORMS

### Warehouse Janitorial Services – CN250003 IFB

**Contract Period: July 1, 2026 – June 30, 2027**

The undersigned Contractor hereby proposes to furnish all labor, materials, travel, fuel, parking, equipment, equipment rental, taxes, permits, licenses, insurance and/or any other overhead expenses necessary to perform all the work required for janitorial services for the Clearinghouse for Specialized Media and Technology (CSMT) warehouse, in accordance with the terms and conditions contained herein:

Description	Rate*	x	Quantity	=	Total
Custodial Services*	\$ _____/Month	x	12 Months	=	\$ _____
<b>Grand Total</b>					<b>\$ _____</b>

\* Blended Rates are determined by the California Department of Human Resources (CalHr). This rate is updated in February of each year. See Exhibit B. Article IV. Employee Rates and Benefits. Bidders must fully inform themselves regarding the requirements of the Government Code 19134 and bid accordingly. Should the CalHR post a rate change during the life of this contract, the Contractor must adhere to the new rate. The CDE will not amend this contract to increase the amount of the Contractor’s bid.

This bid form must be completed in its entirety. An unsigned bid form may result in disqualification.

Bidder Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name/Title: \_\_\_\_\_

License #: \_\_\_\_\_

Federal ID #: \_\_\_\_\_

Questions regarding completion of this form should be brought to the attention of: McKinley Carlisle, by email at [mcarlisle@cde.ca.gov](mailto:mcarlisle@cde.ca.gov) or by phone at (916) 445-6826.

# EXHIBIT B.3– CONTRACTOR’S BID FORMS

## Warehouse Janitorial Services – CN250003 IFB

**Contract Period: July 1, 2027 – June 30, 2028**

The undersigned Contractor hereby proposes to furnish all labor, materials, travel, fuel, parking, equipment, equipment rental, taxes, permits, licenses, insurance and/or any other overhead expenses necessary to perform all the work required for janitorial services for the Clearinghouse for Specialized Media and Technology (CSMT) warehouse, in accordance with the terms and conditions contained herein:

Description	Rate*	x	Quantity	=	Total
Custodial Services*	\$ _____/Month	x	12 Months	=	\$ _____
<b>Grand Total</b>					<b>\$ _____</b>

\* Blended Rates are determined by the California Department of Human Resources (CalHr). This rate is updated in February of each year. See Exhibit B. Article IV. Employee Rates and Benefits. Bidders must fully inform themselves regarding the requirements of the Government Code 19134 and bid accordingly. Should the CalHR post a rate change during the life of this contract, the Contractor must adhere to the new rate. The CDE will not amend this contract to increase the amount of the Contractor’s bid.

This bid form must be completed in its entirety. An unsigned bid form may result in disqualification.

Bidder Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name/Title: \_\_\_\_\_

License #: \_\_\_\_\_

Federal ID #: \_\_\_\_\_

Questions regarding completion of this form should be brought to the attention of: McKinley Carlisle, by email at [mcarlisle@cde.ca.gov](mailto:mcarlisle@cde.ca.gov) or by phone at (916) 445-6826.

## **EXHIBIT C – GENERAL TERMS AND CONDITIONS**

GTC 04/2017 will be incorporated by reference and made part of this Agreement. The GTC 04/2017 document can be viewed at <https://www.dgs.ca.gov/OLS/Resources/Standard-Contract-Language>

## **EXHIBIT D – SPECIAL TERMS & CONDITIONS**

### **I. RIGHT TO TERMINATE**

The State reserves the right to terminate this agreement subject to 30 days written notice to the Contractor. Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

However, the agreement can be immediately terminated for cause. The term “for cause” shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State’s notification to the Contractor.

This agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or State’s premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render services as a result of any action by any governmental authority.

### **II. TERMINATION FOR TARGETS OF ECONOMIC SANCTIONS; 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. 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.

### **III. RESOLUTION OF DISPUTES**

If the Contractor disputes any action by the project monitor arising under or out of the performance of this contract, the Contractor shall notify the project monitor of the dispute in writing and request a claims decision. The project monitor shall issue a decision within 30 days of the Contractor's notice. If the Contractor disagrees with the project monitor's claims decision, the Contractor shall submit a formal claim to the Superintendent of Public Instruction or the Superintendent's designee. The decision of the Superintendent shall be final and conclusive on the claim unless the decision is arbitrary, capricious, or grossly erroneous or if any determination of fact is unsupported by substantial evidence. The decision may encompass facts, interpretations of the contract, and determinations or applications of law. The decision shall be in writing following an opportunity for the contractor to present oral or documentary evidence and arguments in support of the claim. Contractor shall continue with the responsibilities under this Agreement during any dispute.



#### **IV. LOSS LEADER**

It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code.

#### **V. ICT ACCESSIBILITY REQUIREMENTS (05/2018)**

Unless the scope of work expressly provides that the CDE shall be responsible for all 508 compliance:

- A. Contractor shall, in accordance with California Government Code section 11135 (which requires state agencies to comply with Section 508 of the federal Rehabilitation Act of 1973 (Section 508)), ensure that any and all Information and Communications Technology (ICT) deliverables developed, procured, or maintained as a result of this contract shall comply with state and federal accessibility requirements, including: (i) the California Department of Education’s (CDE) Web Content Accessibility Guidelines (WCAG) 2.0 at the AA level found at: <http://www.w3.org/TR/WCAG20/>, (ii) the CDE’s Web Standards found at: <https://www.cde.ca.gov/re/di/ws/webstandards.asp>, and (iii) the CDE’s Web Application Review Team (WebART) review process found at: <https://www.cde.ca.gov/re/di/ws/webartproc.asp>.
- B. The definition of “Information and Communications Technology” or “ICT” includes but is not limited to: computer hardware, software, cloud services, websites, web content, web or mobile application, office documents (e.g., MS Word, MS Excel, MS PowerPoint, PDF), multimedia, social media, email, and electronic devices.
- C. Contractor shall employ a section 508 compliance expert with qualifications and experience acceptable to the CDE to: (i) advise Contractor during ICT deliverable development, and (ii) certify in writing on behalf of Contractor that the ICT deliverables are fully compliant with the standards in subsection A above and Section 508 prior to submission to, or use by, the CDE. Such certification shall also include a statement describing precise methods by which compliance was determined, along with the results of testing. The Contractor is responsible for any costs associated with breach of such certification.
- D. Upon CDE’s request, the Contractor must provide to the CDE all source files for ICT deliverables to the CDE for the purpose of improving accessibility. This may include non-proprietary code, unedited pictures and video, and original documents prior to PDF conversion among others.

#### **VI. PROHIBITION OF DISCRIMINATION**

In addition to the non-discrimination requirements in General Terms and Conditions attached as Exhibit C, Contractor and its subcontractors shall comply with Education Code section 220, which prohibits any person from discriminating on the basis of any characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code, including immigration status, in any program or activity conducted in connection with this contract.

## **VII. HEALTH AND SAFETY**

Contractors are required to, at their own expense, comply with all applicable health and safety laws and regulations. Upon notice, Contractors are also required to comply with the state agency's specific health and safety requirements and policies. Contractors agree to include in any subcontract related to performance of this Agreement, a requirement that the subcontractor comply with all applicable health and safety laws and regulations, and upon notice, the state agency's specific health and safety requirements and policies.

## **VIII. GENAI TECHNOLOGY USE & REPORTING**

During the term of the contract, Contractor must notify the State in writing if their services or any work under this contract includes, or makes available, any previously unreported GenAI technology, including GenAI from third parties or subcontractors. Contractor shall immediately complete the GenAI Reporting and Factsheet (STD 1000) to notify the State of any new or previously unreported GenAI technology. At the direction of the State, Contractor shall discontinue the use of any new or previously undisclosed GenAI technology that materially impacts functionality, risk or contract performance, until use of such GenAI technology has been approved by the State.

Failure to disclose GenAI use to the State and submit the GenAI Reporting and Factsheet (STD 1000) may be considered a breach of the contract by the State at its sole discretion and the State may consider such failure to disclose GenAI and/or failure to submit the GenAI Reporting and Factsheet (STD 1000) as grounds for the immediate termination of the contract. The State is entitled to seek any and all relief it may be entitled to as a result of such non-disclosure.

The State reserves the right to amend the contract, without additional cost, to incorporate GenAI Special Provisions into the contract at its sole discretion and/or terminate any contract that presents an unacceptable level of risk to the State.

## EXHIBIT E – ADDITIONAL PROVISIONS

### I. CONTRACTS FUNDED BY THE FEDERAL GOVERNMENT

It is mutually understood between the parties that this contract may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the contract were executed after that determination was made.

This contract is valid and enforceable only if sufficient funds are made available to the State by the United States Government for Fiscal Year(s) covered by this agreement for the purposes of this program. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this contract in any manner.

It is mutually agreed that if Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.

The department has the option to void the contract under the 30-day cancellation clause or to amend the contract to reflect any reduction of funds.

The recipient shall comply with the reporting requirements set forth in Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200.

### II. COMPUTER SOFTWARE COPYRIGHT COMPLIANCE

By signing this agreement, the Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.

### III. CERTIFICATE OF INSURANCE REQUIREMENTS:

#### A. Commercial General Liability:

Contractor shall furnish to the CDE, a Certificate of Insurance, issued by an insurance carrier licensed to write general liability insurance in the State of California, stating liability insurance is presently in effect for the Contractor of not less than one million dollars (\$1,000,000.00) per occurrence for bodily injury and property damage liability combined.

#### B. Certificate of Insurance Requirements:

Each Certificate(s) of Insurance must provide the following additional insured language:

**The State of California, its officers, agents, employees, and servants included as additional insured, but only insofar as the operations under this contract are concerned.**

Contractor is responsible to notify the State within 5 business days of any cancellation, non-renewal or material change that affects required insurance coverage.

Contractor agrees that the insurance provided shall be in effect at all times during the term of the contract. In the event insurance coverage expires at any time or times during the term of the contract, the Contractor agrees to provide a new Certificate of insurance to:

California Department of Education  
1430 N Street, Suite 2213  
Sacramento, CA 95814  
Attention: Contracts Office – CN250003  
Email: [CONTRACTSOFFICE@cde.ca.gov](mailto:CONTRACTSOFFICE@cde.ca.gov)

Evidencing coverage as established herein for not less than the number of working days or remainder of the term of the contract, or of a period of not less than one year.

New Certificates of Insurance are subject to the approval of the Department of General Services, Office of Risk and Insurance Management, if required. The Contractor agrees that no work or services shall be performed prior to such approval.

Failure to continuously maintain insurance coverage as herein provided is a material breach of the contract for which, in addition to any other remedy provided by law, the state and/or the CDE, may terminate the contract's control over the work and may proceed with the completion of the work in any manner it deems appropriate.

#### **IV. WORKERS' COMPENSATION**

Contractor shall furnish to the CDE a Certificate of Insurance, issued by an insurance carrier licensed to write Workers' Compensation insurance in the State of California that hereby warrants it carries Workers' Compensation Insurance on all of its employees who will be engaged in the performance of this Agreement. If staff provided by the Contractor is defined as independent contractors, this clause does not apply.

#### **V. AMENDMENTS**

The CDE reserves the right to amend the contract under circumstances including but not limited to: 1) to exercise the option to renew, 2) to reflect the new blended rate as determined by the California Department of Human Resources. Amendment is of no force or effect until signed by both parties and approved by the Department of General Services, if required.

#### **VI. OPTION TO RENEW**

The contract awarded through this IFB would expire on June 30, 2026; however, the CDE may exercise the options to renew for two additional years.

Costs for the first one-year option to renew (July 1, 2026 – June 30, 2027) shall be computed in accordance with the Contractor's Bid Form Exhibit B.2, contract period July 1, 2026 – June 30, 2027. If the State elects to renew the agreement with the Contractor, the CDE Contract Monitor will notify the Contractor of the option to renew in January 2026.

Costs for the second one-year option to renew (July 1, 2027 – June 30, 2028) shall be computed in accordance with the Contractor's Bid Form Exhibit B.3, contract period July 1,

2027 – June 30, 2028. If the State elects to renew the agreement with the Contractor, the CDE Contract Monitor will notify the Contractor of the option to renew in January 2027.

# ATTACHMENT 1 – REQUIRED ATTACHMENT CHECKLIST

## Warehouse Janitorial Services – CN250003 IFB

Bidder Name: \_\_\_\_\_

Complete this checklist to confirm all required attachments, pursuant to General Information, [Article XIII. Bid Submission Requirements](#), have been included as part of your bid package.

For your bid to be responsive, all required attachments, must be submitted with an original signature. A complete bid or bid package must consist of the items identified below.

### REQUIRED ATTACHMENTS:

- A. Attachment 1 Required Attachment Checklist – Use as a cover to confirm all required attachments are included in your bid package
- B. Exhibit B.1, Exhibit B.2, and Exhibit B.3 Contractor’s Bid Forms
- C. Insurance Certificate: Commercial General Liability and Workers’ Compensation.
- D. Contractor Certification Clauses (CCC 04/2017)
- E. Payee Data Record (STD 204) and Payee Data Record Supplement (STD 205)
- F. GenAI Disclosure & Factsheet (STD 1000)
- G. Attachment 2 Certification of Workers Compensation Insurance
- H. Attachment 3/3a Darfur Contracting Act Certification, OR Darfur Contracting Act Supplemental
- I. Attachment 4 California Civil Rights Certification
- J. Attachment 6 Bidder Certification
- K. Attachment 7 Bidder Employee Benefit Certification
- L. Attachment 9 Iran Contracting Act Certification
- M. Conditional Attachments
  - 1. Subcontracting
  - 2. Small Business Preference
  - 3. DVBE Incentive Option
- N. Additional Set – Include one copy of the required attachments with a photocopy of original signature

## **ATTACHMENT 2 – CERTIFICATION OF WORKERS’ COMPENSATION INSURANCE**

I, the bidder, am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract.

Please check one box:

- I am an employer and I am aware of the provisions of Section 3700 of the Labor Code
- I am an independent Contractor and have no employees

### **CERTIFICATION**

I, the official named below, hereby swear that I am duly authorized to legally bind the bidder to the above described certification. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.

Bidder Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name/Title: \_\_\_\_\_

## **ATTACHMENT 3 – DARFUR CONTRACTING ACT CERTIFICATION**

Bidder Name: \_\_\_\_\_

Public Contract Code Sections 10475 -10481 applies to any company that currently or within the previous three years has had business activities or other operations outside of the United States. For such a company to bid on or submit a proposal for a State of California contract, the company must certify that it is either a) not a scrutinized company; or b) a scrutinized company that has been granted permission by the Department of General Services to submit a proposal.

If your company has not, within the previous three years, had any business activities or other operations outside of the United States, you do not need to complete this form. However, if this form is not completed, the Supplemental form must be completed and submitted with your bid or proposal.

### **OPTION #1 - CERTIFICATION**

If your company, within the previous three years, has had business activities or other operations outside of the United States, in order to be eligible to submit a bid or proposal, please insert your company name and Federal ID Number and complete the certification below.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that a) the prospective proposer/bidder named below is not a scrutinized company per Public Contract Code 10476; and b) I am duly authorized to legally bind the prospective proposer/bidder named below. This certification is made under the laws of the State of California.

Signature: \_\_\_\_\_

Printed Name/Title: \_\_\_\_\_

### **OPTION #2 – WRITTEN PERMISSION FROM DGS**

Pursuant to Public Contract Code section 10477(b), the Director of the Department of General Services may permit a scrutinized company, on a case-by-case basis, to bid on or submit a proposal for a contract with a state agency for goods or services, if it is in the best interests of the state. If you are a scrutinized company that has obtained written permission from the DGS to submit a bid or proposal, complete the information below.

We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services to submit a bid or proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our bid or proposal.

Signature: \_\_\_\_\_

Printed Name/Title: \_\_\_\_\_



**ATTACHMENT 3a – DARFUR CONTRACTING ACT CERTIFICATION  
SUPPLEMENTAL**

Bidder Name: \_\_\_\_\_

I acknowledge that I have read the Darfur Contracting Act Certification form and my company has not, within the previous three years, had any business activities or other operations outside of the United States.

Signature: \_\_\_\_\_

Printed Name/Title: \_\_\_\_\_

## ATTACHMENT 4 – CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract in the amount of \$100,000 or more on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

- A. CALIFORNIA CIVIL RIGHTS LAWS: For contracts \$100,000 or more, executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
- B. EMPLOYER DISCRIMINATORY POLICIES: For contracts \$100,000 or more, executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

### CERTIFICATION

I, the official named below, hereby swear that I am duly authorized to legally bind the bidder to the above described certification. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.

Bidder Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name/Title: \_\_\_\_\_

## ATTACHMENT 5 – SMALL BUSINESS PREFERENCE SHEET

### NOTICE TO ALL BIDDERS: Small Business and Non-Small Business Contractors

- A. Small businesses will be granted the five percent (5%) small business preference on a bid evaluation by an awarding department when a responsible non-small business has submitted the lowest-priced, responsive bid or a bid that has been ranked as the highest scored bid pursuant to a solicitation evaluation method described in Section 1896.8, and when the small business:
1. Has included in its bid a notification to the awarding department that it is a small business or that it has submitted to the Department a complete application pursuant to Section 1896.14 no later than 5:00 p.m. on the bid due date, and is subsequently certified by DGS as a small business; and
  2. Has submitted a timely, responsive bid; and
  3. Is determined to be a responsible bidder.
- B. Non-small business bidders will be granted a five percent (5%) non-small business subcontractor preference on a bid evaluation by an awarding department when a responsible non-small business has submitted the lowest-priced responsive bid or a bid that has been ranked as the highest scored bid pursuant to a solicitation evaluation method described in Section 1896.8, and when the non-small business bidder:
1. Has included in its bid a notification to the awarding department that it commits to subcontract at least twenty-five percent (25%) of its net bid price with one or more small business(es); and
  2. Has submitted a timely, responsive bid; and
  3. Is determined to be a responsible bidder; and
  4. Submits a list of the small business(es) it commits to subcontract with for a commercially useful function in the performance of the contract. The list of subcontractors shall include their name, address, phone number, a description of the work to be performed, and the dollar amount or percentage (as specified in the solicitation) per subcontractor.

Are you a California certified small business?  YES  NO

Are you a non-SB subcontracting at least 25% to a CA certified SB?  YES  NO

Bidder Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name/Title: \_\_\_\_\_

A copy of the SB certification letter from OSDS or any proof of certification from the State of California, including an e-mail or a Web site print out must be included.

If you have applied and not yet been formally certified, include the date of application. (Must be certified by Bid Due date to be considered for the SB Preference). Date applied (if not yet certified): \_\_\_\_\_

## ATTACHMENT 6 - BIDDER CERTIFICATION

### Warehouse Janitorial Services – CN250003

I hereby certify that the following employees who will perform work under this contract have a minimum of 3 years verifiable janitorial service experience.

Technician Name (First, Last)	Years of Janitorial Experience
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	

\*Add additional sheets, if needed.

### CERTIFICATION

I, the official named below, hereby swear that I am duly authorized to legally bind the bidder to the above described certification. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.

Bidder Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name/Title: \_\_\_\_\_

# ATTACHMENT 7 - BIDDER EMPLOYEE BENEFIT CERTIFICATION

## Warehouse Janitorial Services – CN250003

I, the bidder, hereby certify that the selected method below will be used to fulfill the requirements of Government Code § 19134.

<input type="checkbox"/>	Providing Employee Benefits* and wages costing not less than 85% of the State cost for employees doing similar work
<input type="checkbox"/>	Cash Payment in lieu of providing benefits, in an amount not less than 85% of the State of California's cost for employees doing similar work;
<input type="checkbox"/>	A combination of Employee Benefits* and Cash Payments totaling not less than 85% of the State cost for employee benefits for a State of California employee performing similar work, in addition to at least 85 % of State wages.
<input type="checkbox"/>	A qualified exemption. Bidder must provide proof of exemption (GC 19134.J.1-4)

I certify that upon contract award, employers choosing to offer Employee Benefits shall provide the names of insurance providers and terms of the coverage.

### CERTIFICATION

I, the official named below, hereby swear that I am duly authorized to legally bind the bidder to the above described certification. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.

Bidder Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name/Title: \_\_\_\_\_

## **ATTACHMENT 8 – PROTEST PROCEDURES FOR INVITATION FOR BIDS**

### **A. Notification**

1. Five working days before making the award, the CDE will notify the lowest bidder by telephone, fax, overnight courier or personal delivery if the contract will be awarded to another bidder.
2. If prior to the award any bidder files a protest against the awarding of the contract, the contract shall not be awarded until either the protest has been withdrawn or DGS has decided the matter.
3. Within five working days after filing the protest, the protesting bidder shall file with DGS a full and complete written statement specifying the grounds for protest plus the “Invitation for Bid” number, the name of the State agency involved and the agency contract officer.
4. Protests may be sent by regular mail, email, courier or personal delivery. Protestants should include their fax number if they have one.

### **B. Grounds for Protest**

The lowest responsible bidder meeting the specifications was not awarded the contract.

### **C. Procedures**

Procedures for filing protests under this section are:

1. Disposition of Protests – Following receipt of a protest filed as prescribed, DGS shall determine whether the protest is to be resolved by written submission of material or by public hearing. (Title 2, California Code of Regulations, Section 1195, et seq.)
2. Hearing Procedures
  - a. A hearing shall be conducted by DGS, Office of Administrative Hearings for resolution pursuant to the applicable statutes and regulations. (Public Contract Code, Section 10345)
  - b. DGS, Office of Administrative Hearings arranges for all hearings to be recorded by a hearing reporter. Any interested party may arrange with the reporter to have a transcript prepared at his or her own costs.
  - c. All of the costs of the proceeding will be charged to the CDE.

## ATTACHMENT 9 – IRAN CONTRACTING ACT CERTIFICATION

Public Contract Code Sections 2202-2208

**Bidder Name:** \_\_\_\_\_

**Federal Employer ID Number:** \_\_\_\_\_

Prior to bidding on, submitting a proposal or executing a contract or renewal for a State of California contract for goods or services of \$1,000,000 or more, a vendor must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services (“DGS”) pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d). The DGS list of entities prohibited from contracting with public entities in California per the Iran Contracting Act, 2010, can be found at:

- [DGS Procurement Division Iran Contracting Act List](#), or
- DGS Procurement Division, [List of Ineligible Businesses](#)

To comply with this requirement, please review and complete **one** of the options below.

Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

### OPTION #1 – CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

**Signature:** \_\_\_\_\_

**Printed Name/Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**ATTACHMENT 9 – IRAN CONTRACTING ACT CERTIFICATION**

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OPTION #2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

**Signature:** \_\_\_\_\_

**Printed Name/Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_