

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

M15329-T13213

PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

Department of General Services

CONTRACTOR NAME

Service Master Restoration by EMT

2. The term of this Agreement is:

START DATE

April 25, 2020

THROUGH END DATE

October 24, 2020

3. The maximum amount of this Agreement is:

\$9,176,718.00

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	2
Exhibit B	Budget Detail and Payment Provisions	2
Exhibit B, A1	Cost Sheet	2
+ - Exhibit C*	General Terms and Conditions	1
+ - Exhibit D	Special Terms and Conditions	3
+ - Exhibit E	FEMA Provisions	6
+ - Exhibit F	Minimum Wage and Benefits - GC Section 19134	2

Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

**CONTRACTOR**

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

Service Master Restoration by EMT

CONTRACTOR BUSINESS ADDRESS

500 Sequoia Avenue

CITY

Ontario

STATE

CA

ZIP

91761

PRINTED NAME OF PERSON SIGNING

William R Elliott III

TITLE

CFO

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

04/25/2020

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

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**M15329-T13213**

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**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

Department of General Services

CONTRACTING AGENCY ADDRESS

707 3rd Street

CITY

West Sacramento

STATE

CA

ZIP

95605

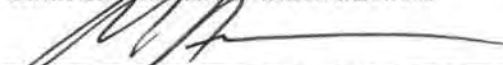
PRINTED NAME OF PERSON SIGNING

*for*  
Carol Bangs

TITLE

Manager, Acquisitions & Contract Section

CONTRACTING AGENCY AUTHORIZED SIGNATURE



DATE SIGNED

5/6/2020

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

Emergency Purchase, COVID-19 Pandemic as declared by Governor Gavin Newsom

## **EXHIBIT A**

### **SCOPE OF WORK**

Service Master Restoration by EMT, herein called (Contractor) is entering into this agreement with the California Department of General Services, (DGS), hereinafter referred to as "State" to provide Environmental Cleaning Services on behalf of the State as described herein.

#### **1. PURPOSE**

DGS in partnership with the Governor's Office of Emergency Services (CalOES) is seeking a Contractor that can provide Environmental Cleaning Services to the Porterville Developmental Center IDD Alternative Care Facility.

#### **2. PERIOD OF PERFORMANCE**

- A. The period of performance for the Agreement shall be April 25, 2020 up to October 24, 2020. After the initial 15-day term, the State reserves the first right of refusal or to extend the services in two-week increments upon notification to the Contractor to continue, billed at the rate identified in Exhibit B, until the State deems the contract is no longer necessary, up to six (6) months.
- B. Consistent with the terms and conditions of the agreement, and upon mutual consent, the State and the Contractor may execute written amendments.

#### **3. RESPONSIBILITIES & REQUIREMENTS**

- A. Requirements for services provided include, but are not limited to, the following:
- Contractor will provide regular cleaning and disinfection in accordance with all current CDC Guidance for Healthcare Facilities (<https://www.cdc.gov/coronavirus/2019-ncov/healthcare-facilities/index.html>) as amended at the Direction of the On Site Cal OES representative or its designee. This includes all referenced guidance including the Infection Prevention and Control guidelines.
  - Services include the use of EPA registered hospital grade disinfectants, and frequent cleaning of high touch surfaces and shared patient equipment.
  - Contractor to service site facilities:
    - 4 buildings, each 17,400 sq.ft facility;
    - Wing E-2, approximately 6,088 sq ft;
    - Cal OES Command Post, approximately 1,200 sq ft; and
    - service all areas that are being utilized including, but not limited to, restrooms, patient rooms, storage areas, kitchens, waste areas, linens rooms and offices.
  - Services include the following:
    - Empty waste bins and replace trash liner;
    - Collect and place infectious waste in the onsite PDC infectious waste bin. PDC will provide dumpsters for common waste disposal, as well as the infectious waste bin at its expense.
    - Clean and sanitize all surfaces;
    - Mop and vacuum floors; and
    - Refill paper products
  - Contractor will provide all equipment and materials needed to provide services for up to 180 people including paper products (toilet paper, toilet seat liners, etc.)
  - Proper PPE to be provided by the Contractor and shall be worn at all times.

- Contractor shall ensure services are available up to twenty-four (24) hours per day, seven (7) days per week.
  - Scaled service staffing
    - PDC is desirous of having the contractor assign cleaning crews to the wing E-2, and each of the four buildings. Assigning crews is an attempt to mitigate cross contamination amongst all workers, patients and the facilities.
    - Wing E2, buildings #6, & #26 will be designated non-covid positive patients. Buildings 30 & 32 will be designated covid positive patients.
    - Staffing will be requested on scaled basis. If or when patients arrive, the service will be requested based on the occupancy of one or more buildings or as directed by the Cal OES rep or its designee.
    - Contractor shall provide and assign an A shift from 06:30 to 19:30 allowing a one-hour mealtime for staff assigned E-2, 6, and 26. Contractor shall assign an on-call crew of two technicians to respond between 19:30 and 06:30 in the event of the unknown service requirement, with a 30 minute response time. This on call basis may be excluded if or when patient occupancy rises.
    - Contractor shall provide an A shift from 06:30 to 19:30 allowing a one-hour lunch for staff assigned to 30 & 32 and shall staff a B shift of two technicians on duty from 19:30 and 06:30.
  - Contractor will comply with PDC provided doffing and donning procedures.

B. Services shall be provided at the following location:

Porterville Developmental Center  
26501 Ave 140  
Porterville, CA 93257

**3. PROJECT REPRESENTATIVES DURING THE TERM OF THIS AGREEMENT**

<b>Representatives</b>		
Agency   Contractor:	Department of General Services	Service Master Restoration by EMT
Name and Title:	Erica Seghesio-Groves, Procurement Official	Jeremiah Cox, Partner
Address:	707 3 <sup>rd</sup> Street, 2 <sup>nd</sup> Floor	500 Sequoia Avenue
City, State, Zip:	West Sacramento, CA 95605	Ontario, CA 91761
Phone Number:	(916) 376-3802	(702) 328-0710
E-mail Address:	<a href="mailto:Erica.SeghesioGroves@dgs.ca.gov">Erica.SeghesioGroves@dgs.ca.gov</a>	<a href="mailto:jcox@smemt.com">jcox@smemt.com</a>
<b>CalOES Site Contact</b>		
Mark Ackerman (916) 584-0659 Email: <a href="mailto:Mark.Ackerman@caloes.ca.gov">Mark.Ackerman@caloes.ca.gov</a>		

**EXHIBIT B**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. INVOICING AND PAYMENT**

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor in accordance with the rates/costs specified herein.
- B. Invoices must include:
- 1) Contract Number, Purchase Order Number, Mission/Task Numbers
  - 2) Invoice Number
  - 3) Date of Invoice
  - 4) Billing and/or performance period covered by invoice (Dates of Service)
  - 5) Location of Service
  - 6) Applicable rate and total contract dollar amount
  - 7) Invoice total
  - 8) Remittal Address
  - 9) Contact phone number for invoice questions
  - 10) Contractor's California Certified Small Business Certification Reference Number or Disabled Veteran Business Enterprise Reference Number, if applicable
- C. Contractor shall submit invoices related to Contractor's services electronically via email to: [OBASHelpline@dgs.ca.gov](mailto:OBASHelpline@dgs.ca.gov). Should an invoice be disputed, Contractor will correct any/all disputed items on the invoice and resubmit the invoice as indicated above. Failure to provide and resubmit corrected invoice will result in a delay of payment. Under no circumstances will a credit memo be accepted in lieu of a corrected invoice.
- D. If Contractor has agreed to be paid by CAL-Card, Contractor will provide OBAS a copy of the itemized transaction receipt showing payment was processed and the balance due is zero dollars (A hand-written "paid by Visa" will not be accepted). The itemized transaction receipt must reflect the invoice number, the contract number and the CAL-Card verification number charged. The itemized transaction receipt must be provided immediately to the CAL-Card holder after payment transaction is processed.

**2. BUDGET CONTINGENCY CLAUSE**

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this Agreement and the Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement Amendment to the Contractor to reflect the reduced amount.

**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.

**4. TIMELY SUBMISSION OF FINAL INVOICE**

- A. A final undisputed invoice that is clearly marked "Final Invoice" shall be submitted for payment no more than thirty (30) calendar days following the expiration or termination date of this Agreement.
- B. If the State disputes the Final Invoice or any item in the Final Invoice, the State shall provide written notice to the Contractor describing the reason or reasons the State disputes the Final Invoice, and the Contractor shall be required to submit a corrected Final Invoice to the State no later than ten (10) calendar days after the date the Contractor received the State's written notice.
- C. If the Contractor fails to submit a corrected Final Invoice within the time required, or if the Contractor's corrected Final Invoice fails to correct the disputed item, the State shall have the right to elect to deny payment of the disputed item and pay only the undisputed amounts under the Final Invoice.
- D. The State may, at its discretion, choose not to honor any final invoice submitted after the deadline specified in Exhibit B, Budget Detail and Payment Provisions Section 4.A above if the Contractor fails to obtain prior written State approval of an alternate Final Invoice submission deadline.

**5. CONTRACTOR OVERPAYMENTS**

- A. If the State determines that an overpayment has been made to the Contractor, the State will seek recovery immediately upon discovery of the overpayment by: (a) calling the Contractor's accounting office to request a refund of the overpayment amount, or (b) offsetting subsequent Contractor payments by the amount of the overpayment if Contractor repayment or credit is not received within thirty (30) days from the date of notice.
- B. If Contractor discovers it has received an overpayment, Contractor must notify the State and refund the overpayment immediately.

**EXHIBIT B, ATTACHMENT 1 - COST SHEET**

<b>Labor</b>			
Description	Hourly Rate	# of Hours	Estimated Total
Disinfection Tech	\$120.00	300	\$36,000.00
Clerical Staff	\$90.00	2	\$180.00
Disinfection Supervisor	\$130.00	36	\$4,680.00
Total Estimated Daily Labor			\$40,860.00
Total Estimated Daily Labor is based on straight time. Overtime rate is 1.5x the straight time rate, double time rate is 2x the straight time rate.			
<b>Equipment</b>			
Description	Quantity	Rate	Estimated Total
Mop Handle, Bucket and Wringer	4	\$5.00	\$20.00
Personal Protection Equipment	84	\$13.50	\$1,134.00
Personal Respiratory Protection	28	\$60.00	\$1,680.00
Radio, 2 way – job site communication	1	\$16.00	\$16.00
Vacuum, HEPA	2	\$100.00	\$200.00
Vehicle – Box Truck	2	\$175.00	\$350.00
Vehicle – Field/Supervisor	1	\$70.00	\$70.00
Total Estimated Daily Equipment			\$3,470.00
<b>Materials</b>			
Materials include the following, but are not limited to: Bags (3 mil & 6 mil), disposal coveralls, HEPA dust masks, latex gloves, hand pads, mop heads, respirator filters, disposal shoe covers, and paper goods including toilet paper, paper towels, and seat covers.			
Total Estimated Daily Materials (At Cost)			\$2,400.00
<b>Subsistence</b>			
Description	Quantity	Rate	*Estimated Total
Lodging – double rooms	14	\$112.00	\$1,568.00
Per Diem	28	\$66.00	\$1,848.00
Total Estimated Daily Subsistence			\$3,416.00

**EXHIBIT B, ATTACHMENT 1 - COST SHEET (cont'd)**

Daily Estimated Rate			\$50,146.00
Description	Daily Estimated Rate	# of Days	*Estimated Total
Environmental Cleaning Services	\$50,146.00	183	\$9,176,718.00
<p>*Estimate Total is based on a Contract Term of April 25, 2020 through October 24, 2020 with services available twenty-four (24) hours per day, seven (7) days a week. Services being provided in Buildings 6, 26, 30 32, each approximately 17,400 sq ft, and Wing E2 approximately 6,088 sq ft and Cal OES Command Post approximately 1,200 sq ft. housing up to 180 people.</p> <p>Contractor to provide a 15% discount if contract term is for forty-five (45) days or longer.</p> <p>The State reserves the right to increase or decrease services as needed. The State will only be billed for actual services received.</p>			



**EXHIBIT C**

**GENERAL TERMS AND CONDITIONS**

PLEASE NOTE: This page will not be included with the final contract. The General Terms and Conditions will be included in the contract by reference to Internet site:

[http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx/GTC\\_04/2017](http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx/GTC_04/2017)

If Contractor/bidder does not have Internet access, a hard copy will be provided by contacting the Acquisitions Analyst listed on the Notice to Prospective Bidders.

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**EXHIBIT D**

**SPECIAL TERMS AND CONDITIONS**

**1. STANDARD CONDITIONS OF SERVICE**

- A. Contractor will abide by all State and Federal laws in performance of this contract.
- B. The Contractor shall maintain all license(s) required by law for accomplishing any work required with this agreement. In the event any license(s) expire at any time during the term of this agreement, Contractor agrees to provide to the State a copy of the renewed license(s) within thirty (30) days following the expiration date. In the event the Contractor fails to keep in effect at all times all required license(s), the State may, in addition to any other remedies it may have, terminate this agreement upon occurrence of such event.
- C. 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.
- D. If signing this contract as a sole proprietor, Contractor certifies that it is not an alien that is ineligible for state and local benefits, as defined in Subtitle B of the Personal Responsibility and Work Opportunity Act (8 U.S.C. § 1601 et seq.).
- E. Pursuant to Public Contract Code section 10295.4, persons or companies identified as the largest tax delinquents by the Franchise Tax Board (FTB) or the California Department of Tax and Fee Administration (CDTFA) are ineligible to enter into any contract with the state for non-IT goods or services. Any contract entered into in violation of section 10295.4 is void and unenforceable.
- F. In performance of this contract, Contractor must be aware and adhere to Public Resources Code § 42649.81 concerning organic waste recycling requirements, if applicable.

- 2. EXCISE TAX:** The State of California is exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on employees' wages.

**3. RIGHT TO TERMINATE**

- A. The State reserves the right to cancel all or a portion of the service for any reason, subject to fifteen (15) days written notice to the Contractor.
- B. This agreement can be immediately terminated for cause. The term "for cause" means 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.

**4. RESOLUTION OF CONTRACT DISPUTES**

- A. In the event of a dispute, Contractor will attempt resolution with the State's Contract Administrator with a written explanation of the situation. If no resolution is found, Contractor shall file a "Notice of Dispute" with the Department of General Services within ten (10) days of the failed resolution at the following address:

Department of General Services, Procurement Division  
Attn: Procurement Division Chief  
707 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor  
West Sacramento, CA 95605

- B. Procurement Division (PD) Chief or designee shall meet with the Contractor for purposes of resolving the dispute. The decision of the PD Chief or the designee shall be final. In the event of a dispute, the language contained within this agreement and its attendant Exhibits shall prevail over any other language.
- C. Neither the pendency of a dispute nor its consideration by the PD Chief will excuse the Contractor from full and timely performance in accordance with the terms of the Agreement.

## **5. SUBCONTRACTORS**

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relationship between PD and any subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to PD for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from PD's obligation to make payments to the Contractor. As a result, PD shall have no obligation to pay or to enforce the payment of any monies to any subcontractor.

## **6. INSURANCE REQUIREMENT**

- A. General Provisions Applying to All Policies
  - 1) Coverage Term – Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the State at least thirty (30) days prior to the expiration of this insurance. Any new insurance must still comply to the original terms of the contract.
  - 2) Policy Cancellation or Termination & Notice of Non-Renewal – Contractor is responsible to notify the State within five (5) business days of any cancellation, non-renewal or material change that affects required insurance coverage. 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 Contract upon the occurrence of such event, subject to the provisions of this Contract.
  - 3) Deductible – Contractor is responsible for any deductible or self-insured retention contained within their insurance program.
  - 4) Primary Clause – Any required insurance contained in this contract shall be primary, and not excess or contributory, to any other insurance carried by the State.
  - 5) Insurance Carrier Required Rating – All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management. If the Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
  - 6) 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.
  - 7) Inadequate Insurance – Inadequate or lack of insurance does not negate the contractor's obligations under the contract.
- B. Commercial General Liability – Contractor and any subcontractors shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limits shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. If the aggregate applies "per project/location" it shall so state on the certificate. The policy shall

- include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability. **The policy must be endorsed to include the State of California, its officers, agents and employees as additional insured, but only with respect to work performed under the contract. The additional insured endorsement shall be provided with the certificate of insurance.**
- C. 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 policy must be endorsed to include the State of California, its officers, agents and employees as additional insured, but only with respect to work performed under the contract. The additional insured endorsement shall be provided with the certificate of insurance.**
- D. Workers Compensation and Employers Liability – Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Contract. Employer's liability limits of \$1,000,000 are required. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the State.**
- E. Certificate of Insurance - The Contractor shall furnish a Certificate of Insurance. The Certificate of Insurance will provide the above listed liability coverages and the Certificate Holder shall read:

Department of General Services  
Office of Business and Acquisition Services  
707 Third Street, Suite 2-300, MS 508  
West Sacramento, CA 95605

7. **AGENCY LIABILITY: (Only for contracts that use federal funds)** The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
8. **NEWS RELEASES:** News releases pertaining to award of or work performed as a result of contract may not be made without prior written approval of:

The Public Information Officer  
707 Third Street, MS 101  
West Sacramento, CA 95605  
Phone: (916) 376-5037  
Email: [DGSPublicAffairs@dgs.ca.gov](mailto:DGSPublicAffairs@dgs.ca.gov)

**EXHIBIT E**

**FEMA PROVISIONS**

**1. REMEDIES**

The rights and remedies set forth in this agreement are in addition to, and not in limitation of, any and all other rights and remedies at law or in equity, and exercise of one right or remedy will not be deemed a waiver of any other right or remedy.

**2. EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this contract, the contractor agrees as follows:

- A. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:  
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- D. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- G. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- H. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:
- 1) Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
  - 2) The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.
  - 3) The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.
  - 4) The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

**3. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

Compliance with the Contract Work Hours and Safety Standards Act.

- A. ***Overtime requirements.*** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- B. ***Violation; liability for unpaid wages; liquidated damages.*** In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- C. ***Withholding for unpaid wages and liquidated damages.*** The State shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- D. ***Subcontracts.*** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

**4. CLEAN AIR ACT**

- A. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Section 7401 et seq.
- B. The contractor agrees to report each violation to the California Air Resources Board and understands and agrees that the California Air Resources Board will, in turn, report each violation as required to assure notification to the Department of Resources Recycling and Recovery, the California Governor's Office of Emergency Services, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
- C. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**5. THE FEDERAL WATER POLLUTION CONTROL ACT**

- A. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. Sections 1251 et seq.
- B. The contractor agrees to report each violation to the State Water Resources Control Board and understands and agrees that the State Water Resources Control Board will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
- C. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**6. DEBARMENT AND SUSPENSION CLAUSE**

- A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- B. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- C. This certification is a material representation of fact relied upon by the State. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**7. BYRD ANTI-LOBBYING CLAUSE**

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

**APPENDIX A, 44 C.F.R. PART 18- CERTIFICATION REGARDING LOBBYING**

The Contractor certifies, to the best of his or her knowledge, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal,



amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

## **8. PROCUREMENT OF RECOVERED MATERIALS**

- A. In the performance of this contract the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired-
  - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
  - ii. Meeting contract performance requirements; or
  - iii. At a reasonable price.
- B. Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- C. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

## **9. ACCESS TO RECORDS**

The following access to records requirements apply to this contract:

- A. The Contractor agrees to provide the State, the FEMA Administrator, the Controller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever of to copy excerpts and transcriptions as reasonably needed.
- C. The contractor agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the contract.

D. In compliance with the Disaster Recovery Act of 2018, the State and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

**10. DHS SEAL, LOGO, AND FLAGS**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

**11. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS**

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract only. The contractor will comply with all federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**12. NO OBLIGATION BY FEDERAL GOVERNMENT**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**13. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

The contractor acknowledges the 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's action pertaining to this contract

**EXHIBIT F**

**GOVERNMENT CODE SECTION 19134**  
**MINIMUM WAGE AND BENEFITS**

If this Agreement exceeds 90 days and involves janitorial, housekeeping, custodian, food service, laundry, window cleaner, and/or security guard services:

The contractor must comply with Government Code section 19134, which requires that contractor provide employees who perform services under this Agreement at least the minimum wage *and* minimum benefits rates established by CalHR for each hour the employee performs services under this Agreement.

The current applicable Government Code section 19134 wage and benefit rates (effective 2/01/2020) can be found on CalHR's website and are identified below. The State will amend this Agreement to incorporate CalHR section 19134 rate increases as needed. See:

<https://www.calhr.ca.gov/state-hr-professionals/Documents/Personal%20Services%20Contracts%202020%20rates.pdf#search=19134>

**Government Code section 19134 Minimum Wage**

The current applicable Wage Rate(s) for job classifications under this Agreement are:

*Custodian \$12.41*

*Custodian Supervisor II \$14.82*

**Government Code section 19134 Minimum Benefits**

The CalHR "Blended Benefit Rate" applies. Section 19134 allows contractors to meet the Blended Benefit Rate requirement by providing employees actual benefits or cash-in-lieu of benefits. Unless the parties agree otherwise, for this Agreement it is presumed Contractor will provide cash-in-lieu of benefits. The current applicable Blended Benefit Rate(s) for job classifications under this Agreement are:

*Custodian \$11.12*

*Custodian Supervisor II \$12.77*

**Monthly Reports**

The Contractor must provide monthly reports to the State's Project Representative demonstrating compliance with Government Code section 19134. The monthly reports must detail:

- The name of each employee providing services under this Agreement
- The number of hours that employee worked under this Agreement that month
- The hourly wage that employee was paid
- The Blended Benefit Rate that employee was paid
- Total paid to employee (i.e. hours worked x (wage + Benefits).)

The State reserves the right to require additional report detail as needed to ensure wage and benefit compliance.

The regulations exclude persons who perform solely supervisory or administrative services under the contract and owner-operators. If a person performs some supervisory and some covered services, Contractor shall ensure wage and benefit compliance.

The State may audit Contractor for compliance with these requirements. Failure to comply with Government Code section 19134 constitutes a material breach which could subject the contract to immediate termination by the State.

**NOTE:** *In addition to complying with the Wage and Benefit requirements under Government Code section 19134, the Contractor must comply with any and all other applicable Federal, State, and Local Labor Rules and Wage requirements (including overtime), even if higher than the minimums required under Government Code section 19134.*