

DEPARTMENT OF MOTOR VEHICLES

ADMINISTRATIVE SERVICES DIVISION

P.O. BOX 932382

SACRAMENTO, CA 94232-3820

**26-080****SMALL BUSINESS BID SOLICITATION (SB Bid)****Notice to Prospective Bidders**

June 19, 2026

You are invited to review and respond to this Small Business Bid Solicitation (SB Bid) entitled [26-080 - Parking Lot Sweeping and Pressure Washing and/or Steam Cleaning Services at the Merced DMV Field Office.](#)

In submitting your bid, you must comply with the instructions found herein. **Your bid must be submitted via email (the DMV will not accept a mailed or hand-delivered bid).**

Note that all agreements entered into with the State of California will include by reference General Terms and Conditions and Contractor Certification Clauses that may be viewed and downloaded at Internet site:

<http://www.dgs.ca.gov>

In the opinion of the Department of Motor Vehicles, this SB Bid package is complete and without need of explanation. The contact person for this SB Bid is:

Gina Barsotti
Department of Motor Vehicles
Phone: (916) 818-2853
Email: Gina.Barsotti@dmv.ca.gov

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

Gina Barsotti

Contract Administrator

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BIDDER REQUIREMENTS AND INFORMATION

1. Purpose and Description of Services

- A. Property sweeping and pressure washing services at the Merced DMV Field Office. Term: Thirty-six (36) months (see Schedule of Events for proposed start date of contract). See Exhibit A, Scope of Work, for a complete description of services.

2. Bidder Qualifications

- A. Bidder must be certified by the State of California, Department of General Services (DGS), Office of Small Business and Disabled Veteran Enterprise Services (OSDS), as a Certified Small Business.
- B. On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 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, the bidder represents that it is not a target of Economic Sanctions. Should the State determine, at any time prior to the execution of a contract, that the bidder is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for rejection of the bidder's bid by the DMV.
- C. The awarded contractor shall utilize truck-mounted equipment (trailer-mounted equipment shall not be utilized) to perform property sweeping on all paved surfaces accessible to motor vehicles (parking lots, driveways, skills test areas, gated vehicle enclosure areas, etc.) during the term of the contract.

3. Schedule of Events

<u>Event</u>	<u>Date</u>	<u>Time</u>
(1). SB Bid available to prospective bidders:	6/19/2026	N/A
(2). Written questions regarding SB Bid are due by: (Note: See additional info in Section 4.)	6/29/2026	4:00 p.m.
(3). Written responses to SB Bid questions released by:	6/30/2026	4:00 p.m.
(4). Final date for bid submission: (Note: See additional info in Section 5.)	7/7/2026	11:59 p.m.
(5). Proposed start date of contract:	8/1/2026 Or upon contract approval	N/A

4. Written Questions

- A. Email all written questions to **the contact person identified on the cover page of this SB Bid package**.

5. Submission of Bid

- A. Bids must be received via **email** no later than the date and time specified in the Schedule of Events. **The DMV will not accept any bids that are mailed or hand-delivered.**
- (1). Bids shall be emailed in non-fillable PDF format (one [1] file that includes all required bid documents) to DMVBIDS@dmv.ca.gov. Only bids sent to this email will be considered. Bids that contain any bid information in the body of the email may be rejected. Bids shall

be sent to the email address listed above and contain the following information in the Subject Line only:

a. **Bid # 26-080 for GINA BARSOTTI for Property Sweeping and Pressure Washing Services Due: July 7, 2026 by 11:59 p.m.**

1. Bids may be deemed non-responsive if the subject line does not contain the above information.
 - (2). Emails shall not exceed one hundred (100) megabytes (MB) in size.
 - (3). Emailed bids will not be opened until after the date and time specified in the Schedule of Events.
 - (4). Bidders that send bid submission emails that are successfully received by the DMV at the above email address will receive an automated confirmation of bid received email response (the response will only acknowledge the receipt of an email and not identify the bid number or service/project description). In the event a bidder does not receive an automated confirmation of bid received email response after sending a bid submission email to the above email address, the bidder shall be responsible for confirming the DMV's receipt of their bid with the contact person indicated on the cover page of this SB Bid package.
- B. Bids must be received by the DMV no later than the date and time specified in the Schedule of Events. Any bid received after the specified due date and time shall be rejected.
 - C. Bids shall include all required bid documents identified in the Required Bid Documents Checklist. **Only submit the required bid documents with your bid, not the entire SB Bid package.** Bids not including the required bid documents shall be deemed non-responsive. A non-responsive bid is one that does not meet the basic bid requirements.
 - D. Bidders are responsible for ensuring the accessibility and legibility of the submitted documents. Bids that are not accessible or legible may be rejected.
 - E. All documents requiring a signature must bear an original signature of a person authorized to bind the bidding firm.
 - F. Bids must be submitted for the performance of all the services described herein. Any deviation from the work specifications shall not be considered and shall cause a bid to be rejected.
 - G. Costs for developing bids in anticipation of award of the contract are entirely the responsibility of the bidder and shall not be charged to the DMV.
 - H. An individual who is authorized to bind the bidding firm contractually shall sign the Bid/Bidder Certification Sheet (Attachment 1). The signature must indicate the title or position that the individual holds in the firm. An unsigned bid may be rejected.
 - I. A bidder may modify a bid after its submission by withdrawing its original bid and resubmitting a new bid prior to the bid submission deadline. Bidder modifications offered in any other manner, oral or written, shall not be considered.
 - J. A bidder may withdraw their bid by submitting a written withdrawal request to the DMV, signed by the bidder or an authorized agent. A bidder may thereafter submit a new bid prior to the bid submission deadline. Bids may not be withdrawn without cause subsequent to bid submission deadline.

- K. The DMV may modify this SB Bid prior to the date fixed for submission of bids by the issuance of an addendum to all parties who received a bid package.
- L. Bidders are cautioned to not rely on the DMV during the evaluation to discover and report to the bidder any defects and errors in the submitted documents. Bidders, before submitting their documents, should carefully proof them for errors and adherence to the SB Bid requirements.
- M. Where applicable, bidders should carefully examine work sites and specifications. Bidders shall investigate conditions, character, and quality of surface or subsurface materials or obstacles that might be encountered. No additions or increases to the contract amount shall be made due to a lack of careful examination of work sites and specifications.
- N. All documents submitted in response to this solicitation will become the property of the State of California and may be subject to the California Public Records Act (Government Code section 6250 et seq.). This includes any contact information within the documents, including that of references. Additionally, to the extent that a bidder believes its bid contains trade secret or proprietary information intended to be confidential, it is the bidder's responsibility to identify and redact such information. A separate redacted copy of the bid must be submitted along with the original unredacted bid, and it will be the bidder's responsibility to defend any redactions should a requester dispute them under the Public Records Act. In the absence of a pre-redacted bid, the DMV will treat the entire bid as a public record, except any information the DMV is required to redact under California law.

6. Disposition of Bids

- A. All documents submitted in response to this SB Bid shall become the property of the State of California, and shall be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.). However, the contents of all proposals, draft bids, correspondence, agenda, memoranda, working papers, or any other medium which discloses any aspect of a bidder's bid, shall be held in the strictest confidence until notice of award is released. The content of all working papers and discussions relating to a bid shall be held in confidence indefinitely, unless the public's interest is best served by an item's disclosure because of its direct pertinence to a decision, agreement, or evaluation of a bid.

7. Evaluation and Selection

- A. Each bid shall be checked for the presence or absence of required information in conformance with the submission requirements of this SB Bid.
- B. The DMV shall put each bid through a process of evaluation to determine its responsiveness to the DMV's needs.
- C. A bidder may be deemed not responsible and their bid may be rejected if they have previously been terminated for cause/breach for the same or similar services at the location designated in this SB Bid.
- D. All bids may be rejected whenever the DMV determines that the cost is not reasonable or otherwise in the best interest of the DMV. There is no requirement to award a contract if, in the opinion of the DMV, no bids were received containing a reasonable contract price or if there is another business-based reason not to make an award.
- E. Bids that contain false or misleading statements, or which provide references that do not support an attribute or condition claimed by the bidder, may be rejected. If, in the opinion of the DMV, such information was intended to mislead the DMV in its evaluation of the bid, and the attribute, condition, or capability is a requirement of this SB Bid, it shall be the basis for rejection of the bid.

- F. A bid may be rejected if it is conditional or incomplete. The DMV may reject any or all bids and may waive any immaterial deviation in a bid. The DMV's waiver of immaterial defect shall in no way modify the SB Bid document or excuse the bidder from full compliance with all requirements if awarded the contract.
- G. A bid may be rejected if it contains any alterations of form or other irregularities of any kind. **The DMV does not accept alternate contract language from prospective contractors.** Bids with such language shall be considered a counter proposal and shall be rejected. The State's General Terms and Conditions (GTC) are not negotiable. The GTC may be viewed on the internet at: <http://www.dgs.ca.gov>.
- H. The final selection shall be made on the basis of the lowest responsible responsive bid. In the event there is tie, each of the tied bidders shall be contacted by the contact person indicated on the cover page of this SB Bid regarding a date and time for a flip of a coin. The bidder whose bid was received first shall make the call. Bidders or their authorized representative(s) are allowed to be present for the flip of the coin.

8. Notice of Contract Award

- A. The DMV shall email or mail bidding contractors a written notice of contract award.

9. Standard Conditions of Service

- A. Following the release of the written notice of contract award, the DMV shall email or mail the awarded contractor a prepared contract for signature that includes a cover letter instructing the awarded contractor on how to proceed. The cover letter may request that additional information and/or required documents be provided by the awarded contractor before the contract can be fully executed.
- B. Services shall be available on the expressed date set by the DMV after all approvals have been obtained and the contract is fully executed.
- C. All performance under the contract shall be completed on or before the termination date of the contract.
- D. No oral understanding or agreement shall be binding on either party.

10. Required Documents (Awarded Contractor)

- A. Prior to approval of the contract, unless otherwise specified below, the awarded contractor shall provide the DMV with all of the following required documents within ten (10) calendar days after the contract has been forwarded to the awarded contractor for signature. If the awarded contractor fails to provide the DMV with all of the following required documents within the above specified number of calendar days after the contract has been forwarded to the awarded contractor for signature, the DMV may deem the awarded contractor as non-responsive and may rescind the contract award:

(1). Contractor Certification Clauses

- a. The awarded contractor shall sign and submit to the DMV, page one (1) of the Contractor Certification Clauses (CCC) which can be found on the Internet at: <http://www.dgs.ca.gov>.

(2). Insurance Requirements

- a. When requested by the DMV, the awarded contractor shall provide the DMV with all of the following certificate(s) of insurance (Note: The DMV shall not be responsible for any premiums or assessments on insurance policies):

1. Commercial General Liability

- A. Coverage shall provide limits of not less than \$1,000,000.00 per occurrence for bodily injury and property damage liability combined. The policy shall include coverage for liabilities arising out of premises operations, independent contractors, products/completed operations, personal and advertising injury, and liability assumed under an insured 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.
- B. The insurance policy shall include the following additional insured endorsement that shall be under form acceptable to DGS, Office of Risk and Insurance Management (ORIM):
- (1). The State of California, its officers, agents and employees are included as additional insured, but only with respect to work performed for the State of California.

2. Automobile Liability

- A. Coverage shall provide limits of not less than \$1,000,000.00 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired, and non-owned motor vehicles.
- (1). The insurance policy shall include the following additional insured endorsement that shall be under form acceptable to DGS, ORIM:
- a. The State of California, its officers, agents and employees are included as additional insured, but only with respect to work performed for the State of California.

3. Worker's Compensation

- A. Employer liability limits of not less than \$1,000,000.00 are required if the awarded contractor employs any person, in any manner, that is subject to the Workers Compensation Laws of California. The awarded contractor shall maintain statutory workers compensation and employer's liability coverage for all of its employees who will be engaged in the performance of the contract. If the awarded contractor does not employ any person, in any manner, so as to not become subject to the Workers' Compensation laws of California, the awarded contractor shall contact the DMV Contract Administrator to request a Workers' Compensation Exemption Certification form. This form shall be completed by the awarded contractor and submitted to the DMV prior to approval of the contract.

- B. The awarded contractor's workers compensation insurance policy shall be endorsed with a waiver of subrogation in favor of the State of California in the event the awarded contractor employs any person, in any manner, that is subject to the Workers Compensation Laws of California.

11. Generative Artificial Intelligence (GenAI)

- A. The State of California seeks to realize the potential benefits of GenAI, through the development and deployment of GenAI tools, while balancing the risks of these new technologies.
- B. Bidder must notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term "materially impacts" shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.
- C. Failure to report GenAI to the State may result in disqualification. The State reserves the right to seek any and all relief to which it may be entitled to as a result of such nondisclosure.
- D. Upon notification by a Bidder of GenAI as required, the State reserves the right to incorporate GenAI Special Provisions into the final contract or reject bids that present an unacceptable level of risk to the State.
- E. Government Code 11549.64 defines "Generative Artificial Intelligence (GenAI)" as an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system's training data.

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DO NOT COMPLETE OR SUBMIT WITH YOUR BID!

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
STD. 213 (Rev. 4/2020)

SCO ID:

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
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1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of Motor Vehicles

CONTRACTOR NAME

2. The term of this Agreement is:

START DATE

THROUGH END DATE

3. The maximum amount of this Agreement

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	
Exhibit B	Budget Details and Payment Provisions	
Exhibit C*	General Terms and Conditions	GTC 02/2025
Exhibit D	Special Terms and Conditions	
Exhibit E	Additional Provisions	
Appendix A	US DOT Non Discrimination Assurances	
Appendix E	US DOT Non Discrimination Assurances	

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.)

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
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PRINTED NAME OF PERSON SIGNING	TITLE
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CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED
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CONTRACTING AGENCY NAME
Department of Motor Vehicles

CONTRACTING AGENCY ADDRESS 2415 First Ave, MS E112	CITY Sacramento	STATE CA	ZIP 95818
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PRINTED NAME OF PERSON SIGNING	TITLE
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CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED
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CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

EXHIBIT A

SCOPE OF WORK

1. **Contractor's Full Business Name** (to be completed by the DMV), hereinafter referred to as the Contractor, agrees to provide the Department of Motor Vehicles (DMV) all labor, tools, materials, equipment, and travel necessary to perform property sweeping and pressure washing services at the Merced DMV field office (approximately 83,635 total square feet of property that includes approximately 67,069 square feet of paved surfaces accessible to motor vehicles) for the term of this Agreement.
2. The services shall be performed at: [1313 West 12th Street, Merced, CA 95341](#).
3. Commencement of Work
 - A. The Contractor shall commence work under this Agreement on the specified start date provided by the DMV Project Manager following the execution of this Agreement by the State. The DMV Project Manager shall provide the Contractor with written notification of the start date prior to the Contractor commencing work under this Agreement. **Note: Services may be suspended at any time during the term of this Agreement. In the event the DMV requires suspension of services, such suspension is subject to three (3) calendar days' written notice to the Contractor. The DMV may choose to subsequently reinstate services at any time during the term of this Agreement and shall provide ten (10) calendar days' written notice to the Contractor.**
4. The services shall be provided during non-DMV business hours as follows:
 - A. **Property Sweeping:** The Contractor shall perform services during non-DMV business hours [five \(5\) times per week, Sunday through Thursday, between the hours of 6:00 p.m. and 6:00 a.m. of the following business day](#), or during hours in compliance with the city ordinance code, except on state holidays as indicated on the DMV's website at: <https://www.dmv.ca.gov/portal/dmv/dmv/offices>. Should the Contractor be unable to perform services due to a state holiday, the services shall be rescheduled for the next DMV business day.
 - B. **Property Pressure Washing:** The Contractor shall perform services during non-DMV business hours [four \(4\) times per month, on the first, second, third, and fourth weekend of every month, between the hours of 12:00 a.m. on Saturday and 10:00 p.m. on Sunday](#), or during hours in compliance with the city ordinance code, except on state holidays as indicated on the DMV's website at: <https://www.dmv.ca.gov/portal/dmv/dmv/offices>. Should the Contractor be unable to perform services due to a state holiday, the services shall be rescheduled for the next non-holiday weekend.
5. The Project Managers during the term of this Agreement shall be:

Department of Motor Vehicles

Name: **TBD**
Phone: **TBD**
Email: **TBD**

Contractor Name (TBD)

Name: **TBD**
Phone: **TBD**
Email: **TBD**

The remainder of this page is intentionally left blank.

6. Any questions or issues regarding the management of this Agreement shall be directed to the following Contract Coordinators:

Department of Motor Vehicles

Name: **TBD**

Address: TBD

Phone: TBD

Email: TBD

Contractor Name (TBD)

Name: **TBD**

Address: TBD

Phone: TBD

Email: TBD

7. In the event of any changes to the name, address, and/or contact information for the Project Managers and/or Contract Coordinators identified in this Exhibit, the party making the changes shall notify the other party in writing.
8. Detailed description of work to be performed and duties of all parties:

A. **Parking Lot Sweeping**

- (1). The Contractor shall perform property sweeping services in the following areas (when applicable) to remove oil spills, trash, and debris:
 - a. On all paved surfaces accessible to motor vehicles (parking lots, driveways, skills test areas, gated vehicle enclosure areas, etc.).
 1. The Contractor shall utilize truck-mounted equipment (trailer-mounted equipment shall not be utilized) to sweep all paved surfaces accessible to motor vehicles.
 - b. In all corners.
 - c. Behind all wheel stops/parking blocks in parking lots.
 - d. Around all waste and ash receptacles.
 - e. Inside and outside of dumpster enclosures.
 - f. On all sidewalks and walkways within and next to parking lots and driveways and adjacent to and surrounding buildings and structures.
 - g. In all doorway and entryway areas to buildings and enclosures.
 - h. In all alcoves.
 - i. Under and around all trees and shrubs where paved surfaces are adjacent to property borders.
 - j. In patio area.
- (2). The Contractor shall remove oil spills from paved surfaces accessible to motor vehicles using environmentally safe oil absorbent and properly pick up and dispose of absorbent after each use.
- (3). The Contractor shall remove debris from all drains on paved surfaces to ensure they remain unobstructed.

- (4). The Contractor shall manually pick up trash and debris around trash receptacles, in planters, in drains, in corners, in alcoves, etc. where mechanical equipment cannot be utilized to pick up trash and debris.
- (5). The Contractor shall not blow, sweep, push or otherwise move trash and debris into drains, landscape areas, plants or flowerbeds, public walkways, streets, or adjacent properties.
- (6). The Contractor shall haul away and dispose of all trash and debris offsite. The Contractor shall not dispose of trash and debris on the DMV's property or in the DMV's waste collection receptacles or dumpsters.

B. Property Pressure Washing

- (1). The Contractor shall perform property pressure washing services, using own water source and an appropriate output in pounds per square inch (PSI) to not damage surface being cleaned, to remove spills, dirt, debris, bird droppings, cobwebs, and stains from the following (when applicable):
 - a. Paved surfaces accessible to motor vehicles (parking lots, driveways, skills test areas, gated vehicle enclosure areas, etc.).
 - b. Inside and outside of dumpster enclosures.
 - c. Sidewalks, walkways, and curbs within and next to parking lots and driveways and adjacent to and surrounding buildings and structures.
 - d. Doorway and entryway areas to buildings and enclosures.
 - e. Carport structures.
 - f. Alcoves.
 - g. Overhangs, eaves, and columns.
 - h. Benches.
 - i. Waste and ash receptacles.
 - j. Building walls.
 - k. Patio area.
- (2). The Contractor shall immediately wipe off any water or cleaning solution that is sprayed onto windows, doors, glass, or surrounding areas to prevent streaking and spotting.
- (3). The Contractor shall not blow, sweep, push or otherwise move trash and debris into drains, landscape areas, plants or flowerbeds, public walkways, streets, or adjacent properties.
- (4). The Contractor shall haul away and dispose of all trash and debris offsite. The Contractor shall not dispose of trash and debris on the DMV's property or in the DMV's waste collection receptacles or dumpsters.

C. Gate Access Code or Gate Opener Remote Device (if applicable)

- (1). The Contractor shall be responsible for the DMV provided gate access code or gate opener remote device from the time of assignment by the DMV through the end of this Agreement.
- (2). The Contractor shall notify the DMV Project Manager within twenty-four (24) hours of discovering that an assigned gate access code has been compromised or an assigned gate opener remote device has been lost. The Contractor shall be assessed all costs for reprogramming the gate access code or replacing the lost gate opener remote device.
 - a. The Contractor agrees that any outstanding costs associated with the above incidents shall be deducted from any sums owed the Contractor against this or any other active contract with the DMV. In the event the Contractor finds a previously lost gate opener remote device, the DMV shall not reimburse the Contractor the cost of replacing the gate opener remote device.
- (3). Upon completion of this Agreement or should this Agreement be terminated (whichever occurs first), the Contractor shall cease utilizing the assigned gate access code or gate opener remote device and return the assigned gate opener remote device to the DMV Project Manager within twenty-four (24) hours of the last working day under this Agreement.

D. Noise Abatement

- (1). The Contractor shall ensure that all services are performed in compliance with all city and county noise abatement laws, ordinances, and regulations.

E. Proof of Service

- (1). The Contractor shall leave a notice or business card, or provide an electronic proof of service, after each service performed, on the day of the service indicating the date and time of completion of services. The Contractor shall place notices or business cards in the DMV's mail deposit slot on the day that services were performed. If emailing proof of service, the Contractor shall send the notices to the DMV Project Manager.

F. Meetings

- (1). The DMV Project Manager and the Contractor shall attend a meeting on a day and time determined by the DMV Project Manager, during DMV business hours, within one (1) week of the start date of the Agreement, to perform a walkthrough of the premises. Additional meetings may be scheduled at the request of either the DMV Project Manager or the Contractor. Should either party request a meeting, the other party shall respond within forty-eight (48) hours with an agreed upon day and time, to take place within one (1) week. All meetings shall take place at the DMV field office.

G. Maintenance Log

- (1). The Contractor shall submit to the DMV Project Manager (or their designee) for signature upon completion of each service, a completed Maintenance Log (Exhibit F) confirming completion of all required sweeping and/or pressure washing tasks as scheduled. For each task identified in the Maintenance Log, the Contractor shall indicate whether the performance of the task was required as scheduled and enter their initials. Following the Contractor's submission of the completed Maintenance Log to the DMV Project Manager (or their designee) for signature and when requested by the DMV

Project Manager (or their designee), both the Contractor and the DMV Project Manager (or their designee) shall discuss the Maintenance Log to identify and correct any deficiencies in the quality of services provided by the Contractor. Upon receipt of a signed Maintenance Log from the DMV Project Manager (or their designee), the Contractor shall keep the Maintenance Log and later submit it to the DMV with their monthly invoice.

H. Satisfactory Service

- (1). Service shall be deemed satisfactory when areas are free of leaves, cigarette butts, paper, glass, grease, oil, stains, spider webs, bird droppings, gum, skateboard grease and markings, excessive dirt, foreign objects, and materials after the Contractor has serviced the areas.

I. Waste Transportation and/or Disposal

- (1). The Contractor shall be solely responsible for adhering to any and all local, city, county, state, and federal laws and regulations pertaining to the proper transportation and/or disposal of all waste products while performing services under this Agreement. The Contractor shall indemnify, defend, and hold harmless the State, its officers, agents, and employees from any and all claims, injuries, suits, damages, and losses arising out of or in connection with the improper transportation and/or disposal of all waste products.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoice and Payment

- A. For services rendered as required under this Agreement, and upon receipt and approval of the invoice(s) and any associated timesheets, status reports, or any other required documentation of work completed, the DMV agrees to compensate the Contractor the rates shown in the table below, all taxes included, on a monthly basis in arrears. Payment is subject to pro-rata reduction for days on which services are not rendered as required under this Agreement. The Contractor shall submit completed Exhibit F "Maintenance Log" documents with each invoice for payment.

Description	Monthly Cost
Property Sweeping	\$TBD (to be completed by DMV)
Property Pressure Washing	\$TBD (to be completed by DMV)

- B. In the event the Contractor fails to render services required under this Agreement on a required work day during a monthly service period during the term of this Agreement, the total amount the DMV will compensate the Contractor for services rendered during the service period shall be reduced. The total reduction per service period shall be calculated as follows:

(Total work days services required under this Agreement were not rendered during service period) divided by (Total number of required work days for the service period) multiplied by (the monthly service period rate) equals (Total reduction for the service period)

- C. Invoice(s) should include all of the following:

- (1). Contractor's name as indicated within this Agreement, address, telephone number, and email address.
- (2). Name, address, and telephone number of the DMV representative or office indicated within this Agreement to whom the invoice is being mailed or delivered.
- (3). Date the invoice was prepared.
- (4). Period of time covered by the invoice.
- (5). This Agreement number.
- (6). Office name and address where services were provided.
- (7). Brief description of the type of services for which the DMV is being billed.
- (8). Total number of days in the billing period that the Contractor was required to perform services.
- (9). Dates within the billing period that the Contractor failed to render required services.
- (10). Total amount invoiced (include calculations showing how the total amount invoiced was determined by including any pro-rata reduction amounts if applicable).

- D. If this Agreement requires the Contractor to provide time sheets, status reports, payroll information, or other documentation of work done, the Contractor shall not submit an invoice and the State shall not be liable for payment while the Contractor has failed to provide the time sheets, status reports, or other documentation of work for the segment of work covered by the invoice.
- E. The Contractor's invoice(s) shall be emailed to: **TBD**

2. Budget Contingency Clause

- A. The parties mutually agree that if the Budget Act of the current year or any subsequent year 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 furnish any other consideration under this Agreement, and the Contractor shall not be obligated to perform further services under 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 shall be made in accordance with and within the time specified in the California Prompt Payment Act (Government Code Chapter 4.5, commencing with Section 927).

4. Withholding Amounts Owed From Amounts Due

- A. In addition to any other remedy available under this Agreement or applicable law, the DMV may dispute an invoice or invoices submitted by the Contractor and withhold amounts owed by the Contractor to the DMV under this Agreement, including but not limited to amounts owed for breach, amounts owed as liquidated damages, and amounts owed due to overpayments from amounts claimed by the Contractor on invoices submitted to the DMV and otherwise owed by the DMV to the Contractor under this Agreement.

The remainder of this page is intentionally left blank.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. The General Terms and Conditions (GTC) shall be incorporated into the final agreement by reference on the Standard Agreement form (STD 213). The GTC may be viewed on the internet at:
<http://www.dgs.ca.gov>. **(Please note that this page will not be included in the final contract.)**

The remainder of this page is intentionally left blank.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. Force Majeure

- A. Circumstances beyond the control of the Contractor or the DMV may excuse the performance of the terms of this Agreement and prevent the other party from seeking any related damages. These circumstances include acts of war, terrorism, civil war, revolution, or rebellion, epidemics or pandemics, strikes or industrial disputes, government orders or laws, and natural disasters such as earthquake, flood, or fire (excluding weather conditions), and any other extraordinary events or circumstances that prevent or delay the performance of a party and that are not within the control of the that party or avoidable by the exercise of due care.
- B. If either party seeks to invoke force majeure to excuse or delay the performance of the terms of this Agreement, that party must immediately notify the other party. The invoking party must provide full details regarding the force majeure event, including the reason(s) the event is preventing or delaying performance, and the expected time frame for performance to be resumed. The invoking party must make reasonable efforts to mitigate damages and force majeure effects and must make reasonable efforts to fulfill its obligations under this Agreement. Upon completion of the force majeure event, the invoking party must resume performance under this Agreement as soon as practicable.
- C. The Contactor is not entitled to payment for services not rendered during a force majeure event and is not entitled to recover costs, losses, or expenses from the DMV as result of the force majeure event. The DMV is not entitled to the cost of replacement services in the event of force majeure.

2. Termination

- A. The Contractor understands that in the event this Agreement is terminated for cause/breach, in future bid solicitations for the same or similar services at the location designated in this Agreement, the DMV may reject the Contractor's bid as a non-responsible bid.
- B. The DMV may terminate this Agreement for any of the following reasons:
 - (1). The Contractor fails to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination, the DMV may proceed with the work in any manner deemed proper by the DMV. All costs to the DMV shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
 - (2). When termination is in the best interest of the DMV.
- C. The DMV may recover costs and damages from the Contractor that include, but are not limited to, the following:
 - (1). The cost of rebidding the work.
 - (2). The additional cost of obtaining required work from an alternate source less the amount the DMV would have paid the Contractor to perform the required work.
 - (3). Damages incurred as a result of going without required work in the event that the required work cannot be obtained from an alternate source due to time constraints.
 - (4). Damages incurred as a result of delays in completing work.

- D. In the event that the DMV terminates this Agreement in the best interest of the DMV, such termination is subject to thirty (30) calendar days written notice to the Contractor.
- E. Termination of this Agreement shall be effected by delivery of a notice of termination to the Contractor specifying whether termination is for breach of this Agreement by the Contractor or for the best interest of the DMV. The notice of termination shall specify the date upon which such termination becomes effective. Unless otherwise directed by the DMV Project Manager, the Contractor shall perform the following as directed by the DMV Project Manager after receipt of the notice of termination:

- (1). Stop work under this Agreement on the date and to the extent specified in the notice of termination.

OR

- (2). Complete the work in process as directed by the DMV Project Manager.

3. Liquidated Damages

- A. The parties agree that it will be impractical and extremely difficult to ascertain and determine the actual damages sustained by the DMV in the event that the DMV is required to re-bid the work, go without the required work, or experience delays in receiving completed work. Therefore:
 - (1). In the event that the DMV terminates this Agreement due to Contractor breach, the DMV shall be entitled to \$500.00 as liquidated damages to cover the administrative costs for rebidding the work.
 - (2). In the event that the Contractor fails to perform work on any required working day, and the DMV goes without the required work because the DMV is unable to obtain the work from an alternate source due to time constraints, the DMV shall be entitled to \$50.00 per day as liquidated damages.
- B. In addition to any other remedy available under this Agreement or applicable law, the DMV may recover amounts owed to the DMV by the Contractor as liquidated damages from amounts otherwise owing by DMV to the Contractor by disputing one or more Contractor's invoices and withholding payment. In the event that the Contractor incurs any outstanding liquidated damages assessments with the DMV under this Agreement or any other agreement between the DMV and the Contractor, the Contractor may not be awarded any future DMV contracts until the outstanding assessments have been paid to the DMV.

4. Incorporation by Reference

- A. The DMV solicitation and all required documents and quotations submitted by the Contractor, pursuant to and prior to execution of this Agreement, are incorporated by reference and made a part of this Agreement. In the event of a conflict between the Agreement language and the language of any document(s) so incorporated, the Agreement language shall prevail.

5. Contractor Name Change and Assignment

A. Name Change

- (1). An amendment to this Agreement is required to change the Contractor's name as specified in this Agreement. Upon receipt of legal documentation of a name change, the DMV shall process a formal written amendment to this Agreement to change the Contractor's name. Invoices for work/services performed prior to execution of a written amendment to this Agreement for a name change must be submitted under the Contractor's name as currently specified in this Agreement in order to be paid.

B. Assignment

- (1). This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the DMV in the form of an approved written amendment to this Agreement. Upon receipt of official documentation justifying an assignment (e.g. certified filing from the California Secretary of State, sales agreement signed by both parties, Notice of Assignment signed by both parties), the DMV may process a formal written amendment to assign this Agreement. The Contractor must continue to provide all work/services required under this Agreement prior to execution of a written amendment to this Agreement for an assignment. Invoices for services performed prior to execution of a written amendment to this Agreement for an assignment must be submitted under the assigning Contractor's name as currently specified in this Agreement in order to be paid.

6. Availability of Funds

- A. This Agreement is subject to any restrictions, limitations, or conditions enacted by the Legislature which may affect the provisions, terms, or funding of this Agreement in any manner.

7. State Holidays and Furlough Days

- A. The DMV observes the state holidays identified at website: <http://www.calhr.ca.gov>. Offices will be closed if any holiday falls on or is observed on a weekday, unless otherwise stated.
- B. In the event that furlough days are implemented, changed, or cancelled at any time throughout the term of this Agreement, the DMV shall notify the Contractor in writing.

8. Right to Bar

- A. The DMV reserves the right to bar any Contractor's employee from a DMV work site.

9. Multiple Contractors

- A. The DMV may undertake or award other contracts for additional work, and the Contractor shall fully cooperate with other contractors and state employees.

10. Subcontractors

- A. The Contractor shall not substitute any subcontractor identified in the Contractor's bid or add any subcontractor not identified in the Contractor's bid without prior written approval from the DMV Project Manager. The Contractor shall submit the names of all subcontractors to be utilized during the term of this Agreement to the DMV Project Manager.
- B. All subcontractors engaged in work under this Agreement shall be considered as employees of the Contractor. The Contractor shall give personal attention to fulfillment of this Agreement and shall keep the work under the Contractor's control. When any subcontractor fails to complete a portion of the work in a manner satisfactory to the DMV, the Contractor shall correct the defective work or materials at no additional cost to the DMV.
- C. All subcontractors shall possess the appropriate contractor's license for the work they perform under this Agreement.
- D. All subcontractors utilized to perform services under this Agreement shall be covered by the Contractor's insurance or possess insurance equal to the policies, coverages, and limits required of the Contractor under this Agreement.

- E. The DMV shall not entertain requests to arbitrate disputes among subcontractors or between the Contractor and subcontractors concerning responsibility of performing any part of the work under this Agreement. The Contractor is responsible for all work performed under this Agreement.

11. Rejection

- A. Should any portion of the work done or any materials, articles, or equipment delivered fail to comply with the requirements of this Agreement, such work, materials, articles, or equipment shall be rejected, and shall immediately be made satisfactory to the DMV Project Manager by the Contractor at no additional cost to the DMV. In the event the Contractor fails to take necessary steps to ensure future conformity with the requirements of this Agreement, the DMV shall have the right to:
- (1). Procure services required by this Agreement and charge the Contractor for the procured services.

AND/OR

- (2). Terminate this Agreement.

12. Jurisdiction and Venue

- A. Any civil action that arises out of or relates to this Agreement shall be brought in a court of competent jurisdiction of the State of California.

13. Dispute

- A. Any dispute of fact arising under the terms of this Agreement, which is not resolved within a reasonable period of time as defined by the DMV Project Manager, shall be brought to the attention of the Chief Executive Officer (or designative representative) of each organization for joint resolution. If an agreement cannot be reached through the application of high-level management attention, either party may assert its rights and remedies under this Agreement. Notwithstanding this paragraph, the DMV may dispute invoices for purposes of the California Prompt Payment Act (Government Code Chapter 4.5, commencing with Section 927).

14. Standards of Conduct

- A. The Contractor shall maintain a satisfactory standard of employee competency, appearance, conduct, and integrity, and shall be responsible for taking such disciplinary action with respect to their employees as may be necessary.

15. Laws, Rules, Regulations, and Executive Orders

- A. The Contractor shall be solely responsible for adhering to any and all local, city, county, state, and federal laws, rules, regulations, and executive orders pertaining to the services required under this Agreement while performing services under this Agreement.

16. Economic Sanctions

- A. In the event the State determines that the Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, this Agreement may be terminated by the DMV. The DMV shall provide the Contractor advance written notice of such termination, allowing the Contractor at least thirty (30) calendar days to provide a written response. Termination shall be at the sole discretion of the DMV.

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EXHIBIT E

ADDITIONAL PROVISIONS

1. Insurance Requirements

A. General Provisions Applying To All Insurance Policies

(1). Coverage Term

- a. Coverage needs to be in force for the entire term of this Agreement. In the event the Contractor fails to keep the required insurance coverage in effect at all times, the DMV may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

(2). Deductible

- a. The Contractor is responsible for any deductible or self-insured retention contained within their insurance program.

(3). Primary Clause

- a. Any required insurance specified under this Agreement shall be primary, and not excess or contributory to any other insurance carried by the DMV.

(4). Insurance Carrier Required Rating

- a. All insurance companies must carry a rating acceptable to the Department of General Services (DGS), Office of Risk and Insurance Management (ORIM). Per DGS ORIM, an acceptable rating is "A" or better and a financial size category of "VII" or better to the latest edition of the A.M. Best Key Rating Guide. If the Contractor is self-insured for a portion or all of its insurance, a review of the Contractor's financial information, including a letter of credit, may be required.

(5). Endorsements

- a. Any required endorsement must be attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.

(6). Inadequate Insurance

- a. Inadequate insurance or lack of insurance does not negate the Contractor's obligations under this Agreement.

B. Commercial General Liability

- (1). Throughout the term of this Agreement, the Contractor shall maintain a valid certificate of insurance stating that there is commercial general liability insurance presently in effect for the Contractor with limits of not less than \$1,000,000.00 per occurrence for bodily injury and property damage liability combined. The policy shall include coverage for liabilities arising out of premises operations, independent contractors, products/completed operations, personal and advertising injury, and liability assumed under an insured 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.
- (2). The insurance policy shall include the following additional insured endorsement that shall be under form acceptable to DGS, ORIM:

- a. The State of California, its officers, agents and employees are included as additional insured, but only with respect to work performed for the State of California.

C. Automobile Liability

- (1). Throughout the term of this Agreement, the Contractor shall maintain a valid certificate of insurance stating that there is automobile liability insurance presently in effect for the Contractor with limits of not less than \$1,000,000.00 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired, and non-owned motor vehicles.
 - a. The insurance policy shall include the following additional insured endorsement that shall be under form acceptable to DGS, ORIM:
 1. The State of California, its officers, agents and employees are included as additional insured, but only with respect to work performed for the State of California.

D. Workers Compensation

- (1). Throughout the term of this Agreement, the Contractor shall maintain a valid certificate of insurance stating that there is workers compensation insurance presently in effect for the Contractor, if the Contractor employs any person, in any manner, that is subject the Workers Compensation Laws of California. The Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of this Agreement. Employer's liability limits of not less than \$1,000,000.00 are required. If the Contractor does not employ any person, in any manner, so as to not become subject to the Workers Compensation Laws of California, the Contractor shall complete and submit a Workers Compensation Exemption Certification form to the DMV.
- (2). In the event the Contractor becomes subject to the Workers Compensation Laws of California during the term of this Agreement as a result of hiring employees to perform required services under this Agreement, the Contractor shall maintain a valid certificate of insurance stating that there is workers compensation insurance presently in effect for the Contractor. The Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of this Agreement. Employer's liability limits of not less than \$1,000,000.00 are required.
- (3). The Contractor's workers compensation insurance policy shall be endorsed with a waiver of subrogation in favor of the State of California in the event the Contractor employs any person, in any manner, that is subject to the Workers Compensation Laws of California.

- E. When requested by the DMV, the Contractor shall email the required certificate(s) of insurance to the DMV within five (5) business days.

2. Health and Safety

- A. The Contractor shall comply with all applicable health and safety laws and regulations at the Contractor's own expense. Upon notice by the DMV, the Contractor shall also comply with the DMV's specific health and safety requirements and policies. The Contractor also agrees to include in any subcontract related to the performance of this Agreement, a requirement that the subcontractor comply with all applicable health and safety laws and regulations, and upon notice by the DMV, the DMV's specific health and safety requirements and policies.

3. Liability and Damages

- A. The Contractor shall be liable for any damages by the Contractor or his employees to portions of buildings, premises, equipment, furniture, material, or other DMV property. Damage resulting from the services provided shall be repaired or items shall be replaced by the Contractor to the satisfaction of the DMV at no cost to the DMV. Any items lost or stolen while in the Contractor's custody shall be replaced by the Contractor at no cost to the DMV.

4. Amendments

- A. This Agreement may be amended upon mutual written consent by both parties for the following:
- (1). To extend the term of this Agreement for up to an additional six (6) months under the same terms and the same or lower rates where a protest or other legal action delays the award of a new agreement.
 - (2). To correct incidental or typographical errors.
 - (3). To change the name of the Contractor or assign this Agreement to another contractor as specified within this Agreement.
 - (4). To remove services no longer required due to a change in operations.

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EXHIBIT F MAINTENANCE LOG

SERVICE DATE:	DMV OFFICE LOCATION:		
CONTRACT #:	CONTRACTOR NAME:		

PROPERTY SWEEPING TASKS	REQUIRED AS SCHEDULED? (Circle One)	INITIALS	COMMENTS
Swept all paved surfaces accessible to motor vehicles (parking lots, driveways, skills test areas, gated vehicle enclosure areas, etc.)	Yes No		
Swept in all corners	Yes No		
Swept behind all wheel stops/parking blocks in parking lots (if applicable)	Yes No N/A		
Swept around all waste and ash receptacles (if applicable)	Yes No N/A		
Swept inside and outside of dumpster enclosures (if applicable)	Yes No N/A		
Swept all sidewalks and walkways within and next to parking lots and driveways and adjacent to and surrounding buildings and structures	Yes No		
Swept all doorway and entryway areas to buildings and enclosures	Yes No		
Swept all alcoves (if applicable)	Yes No N/A		
Swept under and around all trees and shrubs where paved ground surfaces are adjacent to property borders.	Yes No		
Swept patio area (if applicable)	Yes No N/A		
Removed oil spills from paved surfaces accessible to motor vehicles using environmentally safe oil absorbent and properly pick up and disposed of absorbent (if applicable)	Yes No N/A		
Removed debris from all drains on paved surfaces to ensure they remain unobstructed	Yes No		
Manually picked up trash and debris around trash receptacles, in planters, in drains, in corners, in alcoves, etc. where mechanical equipment cannot be utilized to pick up trash and debris	Yes No		
Hauled away and disposed of all trash and debris offsite.	Yes No		

PROPERTY PRESSURE WASHING TASKS	REQUIRED AS SCHEDULED? (Circle One)	INITIALS	COMMENTS
Pressure washed paved surfaces accessible to motor vehicles (parking lots, driveways, skills test areas, gated vehicle enclosure areas, etc.)	Yes No		
Pressure washed inside and outside of dumpster enclosures (if applicable)	Yes No N/A		
Pressure washed sidewalks, walkways, and curbs within and next to parking lots and driveways and adjacent to and surrounding buildings and structures	Yes No		
Pressure washed in doorway and entryway areas to buildings and enclosures	Yes No		
Pressure washed carports (if applicable)	Yes No N/A		
Pressure washed alcoves (if applicable)	Yes No N/A		
Pressure washed overhangs, eaves, and columns	Yes No		
Pressure washed benches (if applicable)	Yes No N/A		
Pressure washed waste and ash receptacles (if applicable)	Yes No N/A		
Pressure washed building walls	Yes No		
Pressure washed patio area (if applicable)	Yes No N/A		
Wiped off water or cleaning solution sprayed onto windows, doors, glass, or surrounding areas	Yes No		
Hauled away and disposed of all trash and debris offsite.	Yes No		

DMV Project Manager (or designee) Signature: _____ Date: _____

The United States Department of Transportation Standard Title VI/Non-Discrimination Assurances

DOT Order No. 1050.2A

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Motor Carrier Safety Administration (FMCSA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FMCSA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FMCSA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FMCSA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FMCSA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

The United States Department of Transportation Standard Title VI/Non-Discrimination Assurances

DOT Order No. 1050.2A

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d *et seq.*), (prohibits discrimination on the basis of race, color, national origin), as implemented by 49 C.F.R. § 21.1 *et seq.* and 49 C.F.R. part 303;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973 (23 U.S.C. § 324 *et seq.*) (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794 *et seq.*) (prohibits discrimination on the basis of disability); and 49 C.F.R. part 27;
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (Pub. L. 97-248 (1982)), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (102 Stat. 28) ("*...which restore[d] the broad scope of coverage and to clarify the application of title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and title VI of the Civil Rights Act of 1964.*");
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189), as implemented by Department of Justice regulations at 28 C.F.R. parts 35 and 36, and Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 *et seq.*).

REQUIRED BID DOCUMENTS CHECKLIST

Use this checklist to organize your bid. It is not necessary to return this checklist with your bid. In order for your bid to be considered responsive, please complete and submit all required bid documents listed below printed single-sided. Your bid may be deemed non-responsive by the DMV if you fail to complete and submit all required bid documents listed below printed single-sided.

ITEM & DESCRIPTION

- ☐ Attachment 1 – Bid/Bidder Certification Sheet
- ☐ Attachment 2 – Cost Sheet
- ☐ Attachment 3 – Payee Data Record
- ☐ Attachment 4 – Bidder Declaration & Subcontractor/Supplier List
- ☐ Attachment 5 – Darfur Contracting Act
- ☐ Attachment 6 – California Civil Rights Certification

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ATTACHMENT 1**BID/BIDDER CERTIFICATION SHEET**

Your bid may be deemed non-responsive by the DMV if you fail to complete, sign, and submit this document with your bid.

- A. Our bid is submitted as detailed in Attachment 2, Cost Sheet.
- B. All required bid documents are included with our bid.
- C. The signature affixed hereon and dated certifies compliance with all the requirements of this bid document. The signature below authorizes the verification of this certification.

BIDDER INFORMATION		
1. BIDDER'S LEGAL BUSINESS NAME:		
2. ADDRESS:		
3. TELEPHONE NUMBER:	4. FAX NUMBER:	5. EMAIL ADDRESS:
ORGANIZATION TYPE		
6. ☐ SOLE PROPRIETORSHIP 7. ☐ PARTNERSHIP 8. ☐ CORPORATION		
9. FEDERAL EMPLOYER ID NUMBER (FEIN):		10. CALIFORNIA CORPORATION NUMBER (If Applicable):
LICENSES AND/OR CERTIFICATIONS (If Applicable)		
11. CONTRACTORS LICENSE NUMBER:	12. PUC LICENSE NUMBER CAL-T:	13. ADDITIONAL REQUIRED LICENSES/CERTS:
14. Is this company certified by the Department of General Services, Office of Small Business and Disabled Veteran Business Enterprises Services (OSDS) as any of the following:		
A. SMALL BUSINESS ENTERPRISE? (☐ YES* ☐ NO) → *If "YES", enter certification number: _____		
B. DISABLED VETERAN BUSINESS ENTERPRISE? (☐ YES* ☐ NO) → *If "YES", enter certification number: _____		
C. If an application for certification is pending, what date was the application submitted to the OSDS? → _____		
* Provide proof of your certification via a printout from the DGS/OSDS Cal eProcure website if either A or B above is checked "YES".		
BIDDER'S AUTHORIZED REPRESENTATIVE		
15. NAME (Print):	16. TITLE:	
17. SIGNATURE:	18. DATE:	

COMPLETION INSTRUCTIONS FOR BID/BIDDER CERTIFICATION SHEET

Complete the numbered items on the Bid/Bidder Certification Sheet by following the instructions below.

Item Numbers	Instructions
1, 2, 3, 4, 5	Must be completed. These items are self-explanatory.
6	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
7	Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.
8	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
9	Enter your Federal Employer Identification Number (FEIN)
10	Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
11	Complete if your firm holds a California contractors license. This information will be used to verify possession of a contractor's license for public works agreements.
12	Complete if your firm holds a PUC license. This information will be used to verify possession of a PUC license for public works agreements.
13	Complete, if applicable, by indicating the type of additional licenses and/or certifications that your firm possesses that are required for the type of services being procured.
14	If certified as a Small Business Enterprise, place a check in the "Yes" checkbox next to "A", and enter your certification number. If certified as a Disabled Veteran Business Enterprise, place a check in the "Yes" checkbox next to "B" and enter your certification number. If you are not certified as either a Small Business Enterprise or Disabled Veteran Business Enterprise, place a check in the "No" checkbox next to both "A" and "B". If your certification is pending, enter the date your application was submitted to the Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS).
15, 16, 17, 18	Must be completed. These items are self-explanatory.

ATTACHMENT 2

COST SHEET

Your bid may be deemed non-responsive by the DMV if you fail to complete, sign, and submit this document with your bid.

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.

Bidder proposes and agrees to furnish all labor, materials, tools, equipment, and supervision, pay all taxes, insurance, bonds, license and permit fees, travel costs, and other costs incidental to the work to be performed in accordance with the attached Scope of Work identified in Exhibit A at the cost(s) below.

PROPERTY SWEEPING AND PRESSURE WASHING SERVICES

(Note: Contractor shall utilize truck-mounted equipment to perform property sweeping on paved surfaces accessible to motor vehicles during the term of the contract. Contractor shall not utilize trailer-mounted equipment during the term of the contract.)

ITEM #	DESCRIPTION	MONTHLY COST (Must be greater than \$0.00)		NUMBER OF MONTHS		TOTAL COST
A1	Property Sweeping Services (in accordance with the service frequency specified in Exhibit A, Scope of Work)	\$ _____	x	36	=	\$ _____
A2	Property Pressure Washing Services (in accordance with the service frequency specified in Exhibit A, Scope of Work)	\$ _____	x	36	=	\$ _____
A3	Total Cost for Property Sweeping and Pressure Washing Services (Sum of A1+A2)				=	\$ _____ (Basis of Award)

Line Total Discrepancies: In case of discrepancies between written line total(s) and DMV calculated line total(s), the DMV **calculated** line total(s) shall prevail.

Cost Breakdown: The DMV reserves the right to request that the intended awardee submit an itemized cost breakdown of their bid to include, but not limited to, cost of materials, labor, and overhead.

BIDDER CERTIFICATION

I certify that I am empowered to submit this bid on behalf of the company named below:

COMPANY NAME: _____

AUTHORIZED BIDDER'S NAME (PLEASE PRINT): _____

AUTHORIZED BIDDER'S SIGNATURE: _____ **DATE:** _____

The Remainder of this page is intentionally left blank.

ATTACHMENT 3

PAYEE DATA RECORD (Read Before Completing)

1. The State of California requires parties entering into business transactions that may lead to payment(s) from the State to provide their Federal Employer's Identification Number (FEIN). This is required by the State Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and facilitate the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a). If your entity type is Individual or Sole Proprietor, your FEIN is your Social Security Number (SSN). If a completed Payee Data Record (STD 204) is not furnished, federal law requires payments be subject to 28% withholding and California state law requires an additional 7% be withheld. Furthermore, state law can impose noncompliance penalties of up to \$20,000. Please note the following:
 - A. When completing the "Payee's Legal Business Name" in Section 1 of the STD 204, please ensure the business name is the exact name printed on all invoices submitted to DMV for payment. If you have several business names, enter the name that will be printed on the invoice as the "Payee's Legal Business Name".
 - B. In Section 2 under the corporation category, "Legal" refers to an attorney, law office, etc. This box does not indicate that you are legally in business. Unless your business is related to providing legal services, please mark one of the other appropriate boxes.
 - C. In addition, if your business has a name change, you will be required to initiate the paperwork for an amendment to any active contracts. Any amendments for name changed must be fully executed prior to invoicing the DMV with the new name.
2. You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the Business Services Unit at (916) 657-7771, or the Accounts Payable Unit at (916) 657-6505.

The remainder of this page is intentionally left blank.

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)
STD 204 (Rev. 03/2021)

Section 1 – Payee Information

NAME (This is required. Do not leave this line blank. Must match the payee's federal tax return)

BUSINESS NAME, DBA NAME or DISREGARDED SINGLE MEMBER LLC NAME (If different from above)

MAILING ADDRESS (number, street, apt. or suite no.) (See instructions on Page 2)

CITY, STATE, ZIP CODE

E-MAIL ADDRESS

Section 2 – Entity Type

Check one (1) box only that matches the entity type of the Payee listed in Section 1 above. (See instructions on page 2)

☐ **SOLE PROPRIETOR / INDIVIDUAL**

☐ **SINGLE MEMBER LLC** *Disregarded Entity owned by an individual*

☐ **PARTNERSHIP**

☐ **ESTATE OR TRUST**

☐ **CORPORATION** (see instructions on page 2)

☐ **MEDICAL** (e.g., dentistry, chiropractic, etc.)

☐ **LEGAL** (e.g., attorney services)

☐ **EXEMPT** (e.g., nonprofit)

☐ **ALL OTHERS**

Section 3 – Tax Identification Number

Enter your Tax Identification Number (TIN) in the appropriate box. The TIN must **match** the name given in Section 1 of this form. Do not provide more than one (1) TIN. The TIN is a 9-digit number. **Note:** Payment will not be processed without a TIN.

- For **Individuals**, enter SSN.
- If you are a **Resident Alien**, and you do not have and are not eligible to get an SSN, enter your ITIN.
- Grantor Trusts (such as a Revocable Living Trust while the grantors are alive) may not have a separate FEIN. Those trusts must enter the individual grantor's SSN.
- For **Sole Proprietor or Single Member LLC (disregarded entity)**, in which the **sole member is an individual**, enter SSN (ITIN if applicable) or FEIN (FTB prefers SSN).
- For **Single Member LLC (disregarded entity)**, in which the **sole member is a business entity**, enter the owner entity's FEIN. Do not use the disregarded entity's FEIN.
- For all other entities including LLC that is taxed as a corporation or partnership, estates/trusts (with FEINs), enter the entity's FEIN.

Social Security Number (SSN) or Individual Tax Identification Number (ITIN)

_____ - _____ - _____

OR

Federal Employer Identification Number (FEIN)

_____ - _____ - _____

Section 4 – Payee Residency Status (See instructions)

☐ **CALIFORNIA RESIDENT** – Qualified to do business in California or maintains a permanent place of business in California.

☐ **CALIFORNIA NONRESIDENT** – Payments to nonresidents for services may be subject to state income tax withholding.

☐ No services performed in California

☐ Copy of Franchise Tax Board waiver of state withholding is attached.

Section 5 – Certification

I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the state agency below.

NAME OF AUTHORIZED PAYEE REPRESENTATIVE

TITLE

E-MAIL ADDRESS

SIGNATURE

DATE

TELEPHONE (include area code)

Section 6 – Paying State Agency

Please return completed form to:

STATE AGENCY/DEPARTMENT OFFICE

UNIT/SECTION

MAILING ADDRESS

FAX

TELEPHONE (include area code)

CITY

STATE

ZIP CODE

E-MAIL ADDRESS

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)
STD 204 (Rev. 03/2021)

GENERAL INSTRUCTIONS

Type or print the information on the Payee Data Record, STD 204 form. Sign, date, and return to the state agency/department office address shown in Section 6. Prompt return of this fully completed form will prevent delays when processing payments.

Information provided in this form will be used by California state agencies/departments to prepare Information Returns (Form 1099).

NOTE: Completion of this form is optional for Government entities, i.e. federal, state, local, and special districts.

A completed Payee Data Record, STD 204 form, is required for all payees (non-governmental entities or individuals) entering into a transaction that may lead to a payment from the state. Each state agency requires a completed, signed, and dated STD 204 on file; therefore, it is possible for you to receive this form from multiple state agencies with which you do business.

Payees who do not wish to complete the STD 204 may elect not to do business with the state. If the payee does not complete the STD 204 and the required payee data is not otherwise provided, payment may be reduced for federal and state backup withholding. Amounts reported on Information Returns (Form 1099) are in accordance with the Internal Revenue Code (IRC) and the California Revenue and Taxation Code (R&TC).

Section 1 – Payee Information

Name – Enter the name that appears on the payee's federal tax return. The name provided shall be the tax liable party and is subject to IRS TIN matching (when applicable).

- Sole Proprietor/Individual/Revocable Trusts – enter the name shown on your federal tax return.
- Single Member Limited Liability Companies (LLCs) that is disregarded as an entity separate from its owner for federal tax purposes - enter the name of the individual or business entity that is tax liable for the business in section 1. Enter the DBA, LLC name, trade, or fictitious name under Business Name.
- Note: for the State of California tax purposes, a Single Member LLC is not disregarded from its owner, even if they may be disregarded at the Federal level.
- Partnerships, Estates/Trusts, or Corporations – enter the entity name as shown on the entity's federal tax return. The name provided in Section 1 must match to the TIN provided in section 3. Enter any DBA, trade, or fictitious business names under Business Name.

Business Name – Enter the business name, DBA name, trade or fictitious name, or disregarded LLC name.

Mailing Address – The mailing address is the address where the payee will receive information returns. Use form STD 205, Payee Data Record Supplement to provide a remittance address if different from the mailing address for information returns, or make subsequent changes to the remittance address.

Section 2 – Entity Type

If the Payee in Section 1 is a(n)...	THEN Select the Box for...
Individual • Sole Proprietorship • Grantor (Revocable Living) Trust disregarded for federal tax purposes	Sole Proprietor/Individual
Limited Liability Company (LLC) owned by an individual and is disregarded for federal tax purposes	Single Member LLC-owned by an individual
Partnerships • Limited Liability Partnerships (LLP) • and, LLC treated as a Partnership	Partnerships
Estate • Trust (other than disregarded Grantor Trust)	Estate or Trust
Corporation that is medical in nature (e.g., medical and healthcare services, physician care, nursery care, dentistry, etc.) • LLC that is to be taxed like a Corporation and is medical in nature	Corporation-Medical
Corporation that is legal in nature (e.g., services of attorneys, arbitrators, notary publics involving legal or law related matters, etc.) • LLC that is to be taxed like a Corporation and is legal in nature	Corporation-Legal
Corporation that qualifies for an Exempt status, including 501(c) 3 and domestic non-profit corporations.	Corporation-Exempt
Corporation that does not meet the qualifications of any of the other corporation types listed above • LLC that is to be taxed as a Corporation and does not meet any of the other corporation types listed above	Corporation-All Other

Section 3 – Tax Identification Number

The State of California requires that all parties entering into business transactions that may lead to payment(s) from the state provide their Taxpayer Identification Number (TIN). The TIN is required by R&TC sections 18646 and 18661 to facilitate tax compliance enforcement activities and preparation of Form 1099 and other information returns as required by the IRC section 6109(a) and R&TC section 18662 and its regulations.

Section 4 – Payee Residency Status

Are you a California resident or nonresident?

- A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.
- A partnership is considered a resident partnership if it has a permanent place of business in California.
- An estate is a resident if the decedent was a California resident at time of death.
- A trust is a resident if at least one trustee is a California resident.
 - For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:

Withholding Services and Compliance Section: 1-888-792-4900

E-mail address: wscs.gen@ftb.ca.gov

For hearing impaired with TDD, call: 1-800-822-6268

Website: www.ftb.ca.gov

Section 5 – Certification

Provide the name, title, email address, signature, and telephone number of individual completing this form and date completed. In the event that a SSN or ITIN is provided, the individual identified as the tax liable party must certify the form. Note: the signer may differ from the tax liable party in this situation if the signer can provide a power of attorney documented for the individual.

Section 6 – Paying State Agency

This section must be completed by the state agency/department requesting the STD 204.

Privacy Statement

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, state, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it. It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and state law imposes noncompliance penalties of up to \$20,000. You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

All questions should be referred to the requesting state agency listed on the bottom front of this form.

PAYEE DATA RECORD SUPPLEMENT

(This form is optional. Form is used to provide remittance address information if different than the mailing address on the STD 204 – Payee Data Record. Use this form to provide additional remittance addresses and additional Authorized Representatives of the Payee not identified on the STD 204.)
STD 205 (New 03/2021)

Payee Information (must match the STD 204)**NAME** (Required. Do not leave blank.)**TAX ID NUMBER** (Required)

SSN, ITIN, or FEIN that matches Tax ID number provided on STD 204

BUSINESS NAME, DBA NAME or DISREGARDED SINGLE MEMBER LLC NAME

(If different from above)

Additional Remittance Address Information

- Use the fields below to provide remittance addresses for payee if different from the mailing address on the STD 204.
- *The addresses provided below are for remittance purposes only. 1099 information returns will be sent to the mailing address specified on the STD 204.*

1 REMITTANCE ADDRESS (number, street, apt or suite no.)

CITY

STATE

ZIP CODE

2 REMITTANCE ADDRESS

CITY

STATE

ZIP CODE

3 REMITTANCE ADDRESS

CITY

STATE

ZIP CODE

4 REMITTANCE ADDRESS

CITY

STATE

ZIP CODE

5 REMITTANCE ADDRESS

CITY

STATE

ZIP CODE

Additional Contact Information

Use the fields below to provide additional Authorized Representatives for the Payee if applicable.

1 CONTACT NAME

TELEPHONE (include area code)

EMAIL

2 CONTACT NAME

TELEPHONE

EMAIL

3 CONTACT NAME

TELEPHONE

EMAIL

Certification

I hereby certify under penalty of perjury that the information provided on this supplemental document is true and correct.

By signing this document, I authorize the State of California to remit payment to the addresses specified on this supplemental form (STD 205) and certify that all persons identified on this form are authorized representatives of this payee. Payments remitted to any of the listed addresses may be reported on 1099 information returns to the tax liable entity identified on the accompanying Payee Data Record - STD 204.

NAME OF AUTHORIZED PAYEE REPRESENTATIVE

(Print or Type name)

TITLE**E-MAIL ADDRESS****SIGNATURE****DATE****TELEPHONE** (include area code)

X

PAYEE DATA RECORD SUPPLEMENT

(This form is optional. Form is used to provide remittance address information if different than the mailing address on the STD 204 – Payee Data Record. Use this form to provide additional remittance addresses and additional Authorized Representatives of the Payee not identified on the STD 204.)
STD 205 (New 03/2021)

GENERAL INSTRUCTIONS

Type or print the information on the Payee Data Record Supplement, STD 205. Sign, date, and return to the state agency/department with a completed STD 204. Prompt return of the fully completed forms will prevent delays when processing payments.

Purpose – Completion of this form (STD 205) is optional. Payees may use this form to provide remittance addresses or contact information in addition to the 1099 information return mailing address provided on the STD 204. This form shall only be used in conjunction with the STD 204, and will not be accepted without a STD 204.

Please note: The State of California Government will issue 1099 information returns to the mailing address provided on the most recently dated form STD 204 validated by the Payee. Addresses provided on this form (STD 205) will be used for remittance purposes only. If the payee would like to update the address for receiving 1099 information returns, please complete the STD 204.

Payee Information: The Payee's Tax ID number (TIN) and Name (including any Business, DBA, or Disregarded LLC names) are required. This information is subject to TIN matching via the IRS database for validation. Payee Information provided in this section must clearly match the STD 204. Any discrepancies may result in delays of payment, up to and including denial of the request.

Name – Enter the name of the Payee. The name provided shall be the tax liable party and is subject to IRS TIN matching (when applicable).

Business Name – Enter the business name, DBA name, trade or fictitious name, or disregarded LLC name.

Tax ID Number-The State of California requires that all parties entering into business transactions that may lead to payment(s) from the state provide their Taxpayer Identification Number (TIN). The TIN is required by R&TC sections 18646 and 18661 to facilitate tax compliance enforcement activities and preparation of Form 1099 and other information returns as required by the IRC section 6109(a) and R&TC section 18662 and its regulations.

Additional Remittance Address Information - Enter the Payee's additional remittance address(s) that are not listed on STD 204. Up to five (5) addresses may be provided on this form. The Payee may provide additional remittance addresses on a second STD 205 form if needed.

Additional Contact Information - Enter the Payee's additional or updated contact information. Up to three contacts may be identified on this form. Payee may provide additional contacts on a second STD 205 if needed.

PRIVACY STATEMENT

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, state, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.

It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and state law imposes noncompliance penalties of up to \$20,000.

You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

All questions should be referred to the requesting state agency listed on the bottom front of the STD 204 form.

ATTACHMENT 4**BIDDER DECLARATION & SUBCONTRACTOR/SUPPLIER LIST**

Your bid may be deemed non-responsive by the DMV if you fail to complete, sign, and submit this document with your bid. You must identify all subcontractors you intend to utilize and all work/materials your subcontractors will perform/provide under the contract.

A. PRIME (BIDDING) CONTRACTOR INFORMATION

1. Identify your current California certification(s) (SB, MB, DVBE, or None): _____

Note: Bidders certified as a SB, MB, and/or DVBE must perform a commercially useful function as defined in Military and Veterans Code, Section 999(b)(5)(B) and California Code of Regulations, Title 2, Division 2, Chapter 3, Subchapter 10.5, Section 1896.61(l) for DVBEs, and Government Code Section 14837(d)(4)(A) for SBs and MBs. Bids must indicate that certified bidders perform a commercially useful function or the bid will be deemed non-responsive and rejected by the State.

2. Indicate the distinct element(s) of work your company will perform and the percentage of the total bid price:

Work To Be Performed By Prime (Bidding) Contractor	% Of Total Bid Price

B. DVBE SUBCONTRACTOR/SUPPLIER INFORMATION (if applicable)

1. List all DVBE subcontractors/suppliers you intend to utilize (attach additional pages if necessary) and provide all requested information in the table below:

Name/Address/Phone Number	Supplier ID	License Type/Number (If Applicable)	Work/Materials To Be Performed/Provided	% Of Total Bid Price

Note: If DVBE participation goals are applicable, DVBE subcontractors/suppliers must perform a commercially useful function as defined in Military and Veterans Code, Section 999(b)(5)(B).

C. NON-DVBE SUBCONTRACTOR INFORMATION (if applicable)

1. List all Non-DVBE subcontractors you intend to utilize (attach additional pages if necessary) and provide all requested information in the table below:

Name/Address/Phone Number	Certifications (SB/MB/None)	License Type/Number (If Applicable)	Work To Be Performed	% Of Total Bid Price

Note for Public Works Projects: Per PCC Sections 4100 et seq., prime contractors shall provide the name and address of each subcontractor who will perform work under the prime contractor in excess of one-half of one percent of the prime contractor's total bid. A prime contractor shall not substitute a subcontractor listed in the prime contractor's bid unless the provisions of PCC Section 4107 or 4107.5 apply and a hearing is held, if required.

D. NON-SMALL BUSINESS (NON-SB) PREFERENCE (if applicable)

1. If you are not a certified SB or MB, are you requesting a Non-SB Preference? ☐ Yes ☐ No

Note: Bidders that do not possess a SB or MB certification from the Department of General Services (DGS), Office of Small Business and DVBE Services (OSDS) may be granted a five percent (5%) Non-SB Preference when the bidder subcontracts at least 25% of their total bid price with one or more DGS, OSDS certified SBs or MBs that will perform a commercially useful function as defined in Government Code Section 14837(d)(4)(A) in the performance of the contract. To claim the Non-SB Preference, a bidder must check "Yes" above and identify the DGS, OSDS certified SB and/or MB subcontractor(s) and percentage of commitment ($\geq 25\%$ combined) in Section C above. Bidders claiming a Non-SB Preference cannot displace an award to a DGS, OSDS certified SB or MB.

E. BIDDER'S AUTHORIZED REPRESENTATIVE

I certify under penalty of perjury that the information provided is true and correct.		
COMPANY NAME:		
AUTHORIZED BIDDER'S NAME (Print):	AUTHORIZED BIDDER'S SIGNATURE:	DATE:

COMBINED % TOTAL MUST EQUAL 100%

ATTACHMENT 5

DARFUR CONTRACTING ACT

Your bid may be deemed non-responsive by the DMV if you fail to complete and submit this document with you bid. Initial next to one of the three paragraphs below (#1, #2, or #3) and complete the appropriate section that follows.

Pursuant to Public Contract Code section 10478, if a bidder or proposer currently or within the previous three years has had business activities or other operations outside of the United States, it must certify that it is not a "scrutinized" company as defined in Public Contract Code section 10476.

The Department of Motor Vehicles (DMV) will regard this certificate as valid for three years from the date of certification or until the Department learns that the bidder, vendor, or proposer has business or business operations outside the United States or becomes a scrutinized company for all agreements or transactions for each agreement or transaction.

To be eligible to submit a bid or proposal, please initial one of the following choices and fill in the appropriate box with the required information:

1. _____
INITIALS We do not currently have, and have not had within the previous three years, business activities or other operations outside of the United States. ***(Initial and complete the section below #2.)***

OR

2. _____
INITIALS 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 (DGS) 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. ***(Initial and complete the section below.)***

COMPLETE THIS SECTION IF YOU INITIALED NEXT TO #1 OR #2 ABOVE:

Company/Vendor Name (Printed):	Federal ID Number:
Printed Name and Title of Person that Initialed Next to Either #1 or #2:	Date:

OR

3. _____
INITIALS We currently have, or we have had within the previous three years, business activities or other operations outside of the United States, but we certify below that we are not a scrutinized company as defined in Public Contract Code section 10476. We, the bidder, vendor, or proposer, will notify the department if and when we become a scrutinized company. ***(Initial and complete the section below.)***

COMPLETE THIS SECTION IF YOU INITIALED NEXT TO #3 ABOVE:

CERTIFICATION FOR #3

I, the official named below, CERTIFY (OR DECLARE) UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective proposer/bidder to the clause listed above in #3. This certification is made under the laws of the State of California.

Proposer/Bidder Firm Name (Printed):	Federal ID Number:
By (Authorized Signature of Person that Initialed Next to #3): X	
Printed Name and Title of Person that Initialed Next to #3:	
Date Executed:	Executed in the County and State of:

ATTACHMENT 6

CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

You must complete this certification if your total bid is \$100,000.00 or more. Your bid may be deemed non-responsive by the DMV if you fail to complete, sign, and submit this document with your bid.

Pursuant to Public Contract Code Section 2010, the bidder/proposer/contractor hereby certifies compliance with the following:

1. **CALIFORNIA CIVIL RIGHTS LAWS:** The bidder/proposer/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
2. **EMPLOYER DISCRIMINATORY POLICIES:** If the bidder/proposer/contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the bidder/proposer/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).

BIDDER/PROPOSER/CONTRACTOR CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

Bidder/Proposer/Contractor Firm Name (Printed):

Federal ID Number:

By (Authorized Signature):

Printed Name and Title of Person Signing:

Date Executed:

Executed in the County and State of:

The remainder of this page is intentionally left blank.