

DEPARTMENT OF MOTOR VEHICLES

ADMINISTRATIVE SERVICES DIVISION

P.O. BOX 932382

SACRAMENTO, CA 94232-3820

**26-082****SMALL BUSINESS BID SOLICITATION (SB BID)****Notice to Prospective Bidders**

June 26, 2026

You are invited to review and respond to this [Small Business](#) Bid Solicitation (SB Bid) entitled [26-082 – After-hours janitorial services at the Los Gatos 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:

[Julie Phang](#)

Department of Motor Vehicles

Phone: (916) 818-2855

Email: julie.phang@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.

[Julie Phang](#)

Contract Administrator

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BIDDER REQUIREMENTS AND INFORMATION

1. Purpose and Description of Services

- A. After-Hours Janitorial services at the [Los Gatos](#) 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. 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.
- B. 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](#).
- C. Bidder shall submit a bid that complies with Government Code Section 19134 (see [Exhibit E, Wages and Benefits](#) for additional information).
- D. Bidder shall be required to comply with the provisions of Labor Code Sections 1060 - 1065 if awarded the contract (see [Exhibit E, Displaced Janitor Opportunity Act \(Labor Code Sections 1060 - 1065\)](#) for additional information).
- E. Bidder shall be required to comply with the Property Service Workers Protection Act (Labor Code Sections 1420 - 1434) and **shall provide the California Department of Industrial Relations (DIR) registration number with the bid (see Attachment 1). Registration shall be effective on the day of the bid opening, or the bidder may be deemed non-responsive.**

3. Schedule of Events

<u>Event</u>	<u>Date</u>	<u>Time</u>
(1). SB Bid available to prospective bidders:	6/26/2026	N/A
(2). Mandatory pre-bid conference: (Note : See additional info in Section 4.)	7/14/2026	9:30AM
(3). Written questions regarding SB Bid are due by: (Note : See additional info in Section 5.)	7/15/2026	4:00PM
(4). Written responses to SB Bid questions released by:	7/17/2026	4:00PM
(5). Final date for bid submission: (Note : See additional info in Section 6.)	7/21/2026	2:30PM
(6). Proposed start date of contract:	9/1/2026 Or Upon Contract Approval	N/A

4. Mandatory Pre-Bid Conference

- A. A **mandatory** pre-bid conference is scheduled at the **Los Gatos DMV Field Office (meet inside, at Window #1), 600 N. Santa Cruz Ave., Los Gatos, CA 95030**, for the purpose of discussing concerns regarding this SB Bid.
- B. Potential bidders must be present at the designated meeting location notated above, at the time specified in the Schedule of Events. Potential bidders who are not at the designated meeting location at the specified time shall not be allowed to participate in the pre-bid conference.
- C. Potential bidders must be present at the meeting location notated above, at the time specified in the Schedule Events, to sign in on the pre-bid conference sign in sheet at the mandatory pre-bid conference in order to be eligible to submit a bid. Signing in on the pre-bid conference sign in sheet shall be the only acceptable proof that a potential bidder attended the pre-bid conference. Signing in on a building security/visitor log, providing a business card, or providing any other type of proof shall not be considered as acceptable proof of attending the pre-bid conference. If a bid is submitted by a potential bidder who failed to sign in on the pre-bid conference sign in sheet, the bid shall remain unopened and be returned to the bidder.
- D. In the event a potential bidder is unable to attend the mandatory pre-bid conference, an authorized representative may attend on their behalf. The representative may only sign in for one (1) company. Subcontractors may not represent a potential bidder at a mandatory pre-bid conference. No bid shall be accepted unless the potential bidder or their authorized representative signed in on the pre-bid conference sign in sheet at the mandatory pre-bid conference.
- E. Potential bidders who need assistance to attend the pre-bid conference due to a physical impairment, a reasonable accommodation shall be provided by the DMV upon request. The potential bidder must contact the contact person indicated on the cover page of this SB Bid package no less than five (5) DMV business days prior to the scheduled date and time of the pre-bid conference to arrange for a reasonable accommodation.

5. Written Questions

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

6. 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 # 26-082 for JULIE PHANG for Janitorial Services Due: July 21, 2026 AND 2:30PM**
 - 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 may 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.

7. 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.

8. 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,

9. Notice of Contract Award

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

10. 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.

11. 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>.

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(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. 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.

12. 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.

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- 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 **after-hours** janitorial services at the **Los Gatos DMV Field Office** for the term of this Agreement.
2. The services shall be performed at: **600 N. Santa Cruz Ave., Los Gatos, CA 95030**.
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. If requested by the DMV Project Manager, the Contractor and the DMV Project Manager shall meet on a day and time determined by the DMV Project Manager, during DMV business hours, prior to the contractor commencing work under this Agreement, to perform a walkthrough of the premises.
4. **Meetings**
 - A. The DMV Project Manager and the Contractor shall attend a scheduled meeting within one (1) month of the start of the Agreement. The DMV Project Manager and the Contractor shall also attend a scheduled meeting during the term of this Agreement when requested by either party. Should either party request a meeting, the other party shall respond within twenty-four (24) hours with an agreed upon day and time, to take place within forty-eight (48) hours. All meetings shall take place at the DMV field office.
5. **Assigned Workers**
 - A. Prior to commencing work under this Agreement, the Contractor shall provide to the DMV Project Manager, a list of all workers assigned to the DMV office to perform services under this Agreement.
 - B. Prior to authorizing replacement workers to perform services under this Agreement, the Contractor shall provide twenty-four (24) hours' advance written notice to the DMV Project Manager of any changes to the list of assigned workers throughout the term of this Agreement.
 - C. All janitorial personnel assigned to perform services under this Agreement shall be introduced to the DMV Project Manager prior to performing services.
 - D. Janitorial personnel performing services under this Agreement must have in their possession at all times while on the DMV premises, a valid identification in the form of a CA Driver License, CA Identification Card, a United States Passport, or a permanent residence card to verify true identity. The DMV Project Manager shall verify the identity of each assigned worker. The DMV Project Manager may maintain a copy of the assigned workers identity documents for other managers to reference when the DMV Project Manager is unavailable. Copies of identity documents shall be filed securely with manager only access.
6. **Suspension and Reinstatement of Services**
 - A. Any service frequency specified within this Exhibit may be suspended and reinstated at any time during the term of this Agreement.
 - (1). In the event the DMV requires suspension of any service frequency, such suspension is subject to five (5) calendar days' written notice to the Contractor.

- (2). In the event the DMV reinstates any suspended service frequency, such reinstatement is subject to ten (10) calendar days' written notice to the Contractor.

7. The Project Managers during the term of this Agreement shall be:

<u>Department of Motor Vehicles</u>	<u>Contractor Name (TBD)</u>
Name: Los Gatos Office Manager	Name: TBD
Phone: (669) 223-9140	Phone: TBD
Email: dmvfodlosgatos@dmv.ca.gov	Email: TBD

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

<u>Department of Motor Vehicles</u>	<u>Contractor Name (TBD)</u>
Name: TBD	Name: TBD
Address: TBD	Address: TBD
Phone: TBD	Phone: TBD
Email: TBD	Email: TBD

9. 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.

10. Detailed description of work to be performed and duties of all parties:

A. **After-Hours Services** (approximately **7,855** square feet)

- (1). The Contractor shall perform after-hours services after the close of DMV business hours, **Monday through Friday**, excluding state holidays. DMV business hours are posted on the DMV's internet website at <http://www.dmv.ca.gov>.
- a. The Contractor shall obtain pre-approval in writing from the DMV Project Manager if the Contractor requires access to the DMV office outside of DMV business hours (Saturday, Sunday, or a holiday).
- (2). In the event the DMV office has any Special Maintenance Areas, the Contractor shall begin cleaning those areas thirty (30) minutes prior to the close of DMV business hours.
- (3). Within three (3) DMV business days after commencing after-hours work under this Agreement, the Contractor shall prepare and submit to the DMV Project Manager for approval a schedule for performing weekly, bi-weekly, monthly, quarterly, semi-annual, and annual tasks during the term of this Agreement. Quarterly, Semi-Annual, and Annual tasks shall be performed during the months indicated in the following table:

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CONTRACT BEGINS ON THIS MONTH	QUARTERLY TASK MONTHS				SEMI-ANNUAL TASK MONTHS		ANNUAL TASK MONTHS
January	January	April	July	October	January	July	January
February	February	May	August	November	February	August	February
March	March	June	September	December	March	September	March
April	April	July	October	January	April	October	April
May	May	August	November	February	May	November	May
June	June	September	December	March	June	December	June
July	July	October	January	April	July	January	July
August	August	November	February	May	August	February	August
September	September	December	March	June	September	March	September
October	October	January	April	July	October	April	October
November	November	February	May	August	November	May	November
December	December	March	June	September	December	June	December

- (4). The Contractor shall ensure all janitorial services are completed no later than one (1) hour before the start of DMV business hours the next DMV business day, except floor and carpet tasks, which must be completed with sufficient dry time before the start of DMV business hours.
- (5). The Contractor shall perform the following tasks:
- a. General
 1. Maintenance Log
 - A. The Contractor shall maintain a weekly maintenance log (Exhibit G) confirming scheduled daily, weekly, bi-weekly, monthly, quarterly, semi-annual, and annual maintenance throughout the term of this Agreement.
 - B. The maintenance log shall be kept at the DMV field office location and shall be provided to the Contractor upon arrival each service day.
 - C. Each task shall be initialed and dated by the Contractor when completed.
 - D. The Contractor and the DMV Project Manager or designee shall review the maintenance logs and any associated forms upon completion of all services to identify and correct any service deficiencies.
 2. Cleaning
 - A. Cleaning shall be performed using the appropriate cleaner for the surface/finish being cleaned.
 - B. The Contractor is required to move office items (furniture, equipment, mats, stanchions, etc.) to access the surface beneath, prior to performing carpet and/or floor maintenance tasks. After completion of task(s), the Contractor shall move items back to

their original locations. The Contractor shall take care not to damage items or drag items across the carpet and hard floors.

- (1). Carpet and hard floors must be thoroughly dry before returning items to their original locations.

3. Disinfecting

- A. All surfaces shall be cleaned before being disinfected.
- B. Disinfecting shall include antiviral disinfectant wiping down of hard surfaces and antiviral disinfectant spraying. All surfaces shall be properly disinfected to prevent the spread of disease while minimizing exposure to harmful chemicals.
- C. All cleaned surfaces (porous and non-porous) shall be disinfected using the appropriate disinfectant for the surface/finish being disinfected.
- D. Follow disinfectant label instructions to ensure safe and effective use of product on all types of surfaces.
- E. Allow disinfectants to remain on surfaces until air dry.

b. Daily Tasks

1. High-Touch Surfaces

- A. The Contractor shall clean and disinfect high-touch surfaces such as, but not limited to, handrails, doors edges between 3' to 6' in height and 12" from outer edge, doorknobs and push plates, desks and work surfaces, tables, chairs, couches, file cabinets, kiosks, fingerprint readers, computers, keyboards, monitors, touch screens, keypads, computer mice, telephones, printers, light switches, elevator buttons, sinks, faucets, bathroom counters, toilet bowls, toilet seats and lids (inside and outside), toilet handles, all types of dispensers, water closet door handles and doors between 3' to 6' in height and 12" from outer edge, drinking fountains, kitchenette countertops, water cooler controls, refrigerator handles, microwave handles, and coffee maker handles.

2. Plexiglass Protection Shields (if applicable)

- A. Clean plexiglass using clean microfiber cloths and a neutral cleaner appropriate for use on plexiglass.
- B. Disinfect plexiglass using a disinfectant that does not contain alcohols (e.g., ethanol or isopropanol), solvents (e.g., acetone), or ammonia-based compounds (e.g., ammonia, quaternary ammonium-based chemicals).

3. Portable Handwashing Sinks (if applicable)

- A. Clean and disinfect interior and exterior of portable handwashing sinks. Use non-abrasive tools and chemicals for cleaning and disinfecting.
- B. Empty, rinse, clean, and disinfect wastewater holding tank(s) in janitor closet sink.
- C. Rinse, clean, disinfect, and refill freshwater tank(s) to capacity in janitor closet sink.
- D. Refill paper towel and handwashing soap dispensers to capacity.

4. Restrooms

- A. Clean and disinfect all hard surfaces.
- B. Clean and disinfect all fixtures, including but not limited to, handles, doorknobs, levers, faucets, water closets, toilet seats and lids, urinals, washbasins, receptacles (waste and sanitary napkin), and dispensers.
- C. Clean and disinfect areas around bases of toilets and urinals, in corners, along edges, under sinks and receptacles, around partition legs and vanity, and exposed pipes attached to washbasins, urinals, and stools.
- D. Clean and disinfect walls behind washbasins and entrance doors (both sides).
- E. Clean and disinfect surfaces, including but not limited to, sinks, counters, changing tables, windowsills, ledges, stall dividers, wall surfaces, and doors (both sides).
- F. Sweep all floors.
- G. Mop all floors with a QUAT neutral disinfectant cleaner/deodorizer (EPA registered) hospital grade germicide.
- H. Mix a bacteria killing enzyme deodorizer in rinse water and pour water down floor and/or sink drains.
- I. Restock dispensers.
- J. Empty waste/trash receptacles, and clean interior/exterior of receptacles with disinfectant cleaner.
- K. Change waste/trash receptacles liners.

5. Rooms (including, but not limited to, the public lobby, employee work area, file rooms, conference rooms, classrooms, hallways, patio, break areas, and any other rooms)

- A. The Contractor shall designate cleaning tools specifically for room cleaning. To reduce cross contamination, these tools shall be

changed out frequently while performing services, cleaned and sanitized daily, and shall not be used in restrooms.

- B. Clean and disinfect all hard and soft surfaces.
- C. Clean and disinfect all soft and hard Modular System Furniture (MSF) workstation surfaces.
- D. Clean and disinfect signs, work counters, workstation modules, work surfaces, public counters, delineator (stanchion) ropes and stands, testing tables, file cabinets, bookcases, appliances, keyboards, touchscreens, printers, computer monitors, phones, lockers, vending machines, and walls.
- E. Clean and disinfect microwave, refrigerator, drinking fountains (including underneath, front, and sides), sinks, and break room tables and counters.
- F. Clean and disinfect interior walls, doors (both sides), windows, windowsills, laminated window signs, cabinet doors, and lateral hard surfaces up to six feet (6') from the floor.
- G. Clean all interior and exterior glass doors using a non-streaking window cleaner. Wipe away any residual cleaner from sills, walls, and frames.
- H. Clean interior and exterior doors, including all components.
- I. Restock dispensers in the break room.
- J. Remove stuck-on gum from any surface.
- K. Clean all surfaces of touch screen terminals with distilled water and a lint-free microfiber cloth. Wipe away any excess moisture. Do not saturate cloth or spray distilled water directly on the touch screen terminals as the liquid may damage internal components.
- L. Clean interior windows and glass with a non-streaking window cleaner, up to six feet (6') from the floor. Wipe away any residual cleaner from sills, walls, and frames.
- M. Empty waste/trash receptacles, and clean interior/exterior of receptacles with disinfectant cleaner.
- N. Change waste/trash receptacles liners.
- O. Remove empty boxes (unless otherwise marked as save or recycle) by breaking down and discarding into appropriate bin.
- P. Wipe clean Lobby, Break Room, and employee chairs with disinfectant cleaner (including legs, backs, and underside). If chair is fabric material, spray with disinfectant and allow to dry.
- Q. Arrange lobby area chairs to allow for a five foot (5') clearance between the front row of chairs and the lobby counters to comply with ADA requirements.

6. Floors

- A. The Contractor shall be responsible for identifying and confirming with the DMV Project Manager, the flooring material in all areas and applying the correct cleaning specifications.
- B. Carpet
 - (1). Vacuum carpets and mats.
 - (2). Spot clean carpet.
 - (3). Remove stuck-on gum from carpet.
- C. Hard and/or Resilient Flooring (including, but not limited to, terrazzo, VCT, and linoleum)
 - (1). Dry sweep or dust mop floors.
 - (2). Damp mop floors using a neutral cleaner.
 - (3). Rinse floors with a clean cotton loop mop and clean/clear water.
 - (4). Wipe clean all baseboards and stationary furniture and equipment after mopping.
- D. Grouted Tile Flooring
 - (1). Dry sweep floors.
 - (2). Damp mop floors using a neutral cleaner.
- E. Luxury Vinyl Tile (LVT) Flooring
 - (1). Dry sweep or dust mop floors.
 - (2). Damp mop floors with a neutral cleaner.
 - (3). Wipe clean all baseboards and stationary furniture and equipment after mopping.
- F. Polished Concrete Floors
 - (1). Dry sweep, vacuum, or dust mop floors.
 - (2). Damp mop floors with neutral cleaning solution.
 - (3). Rinse floors with a clean mop using clean, cool water.
 - (4). Wipe clean all baseboards and stationary furniture and equipment after mopping.

7. Outside Entrances (Building shall be secured if left unoccupied. Cleaning shall be done in inclement weather.)

- A. Empty and clean interior and exterior of trash receptacles. Change liners.
- B. Clean all cigarette and cigar receptacles. Replenish and replace sand as needed.

8. Miscellaneous Tasks to Be Performed On A Daily Basis

- A. Check all rooms, set lights for the night, secure building, activate alarms, and exit through designated doors.
- B. Report fires, hazardous conditions, and items in need of repair to the DMV Project Manager.
- C. Clean and sanitize all microfiber mops, microfiber towels, and mop buckets, and replace if needed. Leave no standing water in mop buckets.
- D. Clean janitor closet and ensure electrical panel remains unobstructed.

c. Weekly Tasks

- 1. Spot dust furniture and horizontal and diagonal surfaces up to six feet (6') from the floor with treated dust cloth.
- 2. Storage Spaces
 - A. Sweep floors and damp mop with a neutral cleaner.
 - B. Polish all metal/brass surfaces.

d. Biweekly Tasks

- 1. Apply floor finish to all hard, resilient, and LVT floors (except storage spaces). Apply floor finish with a looped nylon mop and buff with a high-speed buffer.
 - A. Sweep and damp mop floors to remove all dirt and debris before applying floor finish.
 - B. Apply three (3) coats of finish to hard and resilient floors and two (2) coats of finish to LVT floors, ensuring that each application has thoroughly dried before the next coat is applied.

e. Quarterly Tasks

- 1. Dust blinds and window coverings.
- 2. Dust interior and exterior light fixtures.

3. Dust and clean all air conditioning vents, return grills, covers, and surrounding ceiling tiles to remove dirt, grease, and residual cleaner and water. Wipe surrounding areas to be free of cleaner and water.
4. Dust walls to ceiling areas.
5. Dust wall hangings, ceiling fans, clocks, and moldings.
6. Clean all vinyl chairs (including legs, backs, and underside) with appropriate disinfectant cleaner.
7. Wipe down all wood panels and handrail surfaces.
8. Dust all vertical surfaces and under surfaces (knee wells, chair rungs, and table legs).
9. Grouted Tile Floors and Walls (all restrooms)
 - A. Sweep floors and clean edges, corners, and tight areas.
 - B. Power scrub flooring with floor stripper and a low-speed buffer and stripping pad to liquefy existing floor coating until floor finish product is removed.
 - C. Remove liquefied floor coatings and floor stripper with a wet/dry vacuum or mop.
 - D. Rinse floor with clean cotton loop mop and clean/clear water.
 - E. Apply three (3) coats of grout and tile sealer with a looped nylon mop, making sure that each application has thoroughly dried before the next coat is applied.
 - F. Wipe baseboards and any stationary fixtures free of stripping and sealant chemicals.
 - G. Clean grouted tile walls.
10. Hard and/or Resilient Floors (all rooms except restrooms, storage spaces, and janitor's closet)
 - A. Sweep floors and clean edges, corners, and tight areas.
 - B. Power scrub flooring with appropriate strength brush and neutral pH cleaner.
 - C. Removing floor finish:
 - (1). Use floor stripper and a low-speed buffer and stripping pad to liquefy existing floor coating until floor finish product is removed.
 - (2). Remove liquefied floor coatings and floor stripper with a wet/dry vacuum or mop.

- (3). Rinse floor with clean cotton loop mop and clean/clear water.
 - (4). Apply three (3) coats of sealer and three (3) coats of finish making sure that each application has thoroughly dried before the next coat is applied.
 - (5). Buff floors.
 - D. Wipe baseboards, cove base, furniture, and stationary fixtures free of cleaning, stripping, and finishing chemicals.
- f. Semi-Annual Tasks
 - 1. Wash all blinds. (Not applicable if blinds are beyond six feet [6'] from the floor.)
 - A. Inspect all blinds before washing. Notify the DMV Project Manager of all blinds in need of repair.
 - B. Remove, wash, and re-hang blinds that are not in need of repair.
 - C. Wash and re-hang blinds that have been repaired.
 - 2. Clean exterior and interior windows, including windowsills and frames, up to six feet (6') from the floor using a non-streaking window cleaner. Wipe clean windowsills and frames, removing all cleaner, water, and residue. Wipe clean any cleaner or water from surrounding areas.
 - 3. Clean furniture, partitions, pictures, and bookcases.
- g. Annual Tasks
 - 1. Carpet Cleaning (all carpeted areas)
 - A. Extractor clean carpets. Schedule services to ensure adequate carpet dry time.
 - (1). Perform a walk-through of the office with the DMV Project Manager to point out any problem areas.
 - (2). Use hot water extraction method (no bonnet/rotary equipment may be used) with appropriate industry standard cleaning products and/or chemicals to clean carpets.
 - (3). Pre-treat stains with appropriate cleaning solution for particular type of stain.
 - (4). Rinse carpet with an extractor, ensuring the removal of all residual cleaning chemicals. Rinse carpet until no residue is present in the recovery tank of the extractor.
 - (5). Do not leave carpet soaked. Spend enough time vacuuming/extracting excess water to leave the carpet as dry as possible.

2. Hard and/or Resilient Floors (storage spaces and closets only)
 - A. Sweep floors and clean edges, corners, and tight areas.
 - B. Power scrub flooring with appropriate strength brush and neutral pH cleaner.
 - C. Removing floor finish:
 - (1). Use floor stripper and a low-speed buffer and stripping pad to liquefy existing floor coating until floor finish product is removed.
 - (2). Remove liquefied floor coatings and floor stripper with a wet/dry vacuum or mop.
 - (3). Rinse floor with clean cotton loop mop and clean/clear water.
 - (4). Apply three (3) coats of sealer and three (3) coats of finish making sure that each application has thoroughly dried before the next coat is applied.
 - (5). Buff floors.
 - D. Wipe baseboards, cove base, furniture, and stationary fixtures free of cleaning, stripping, and finishing chemicals.

h. Miscellaneous Tasks to Be Performed on An As-Needed-Basis

1. Treat floors if furniture/appliances have been moved exposing uneven floor maintenance.
2. Notify the DMV Project Manager when supplies are low in stock.

i. Special Maintenance Areas

1. Special Maintenance Areas include, but are not limited to, Manager's Office, Control Room, Turn-In Room, Personnel Room, Training Room, and Processor Room.
2. The Contractor shall schedule and coordinate with the DMV Project Manager the cleaning of these areas, which shall be performed two (2) times per week. On the scheduled day(s) when the Special Maintenance Areas are due to be cleaned, the Contractor shall begin cleaning those areas thirty (30) minutes prior to the close of DMV business hours. Perform tasks in accordance with the "Daily Tasks" Section.

(6). Building Keys

- a. The Contractor is responsible for the office building keys from the time of possession through the end of this Agreement term. Should the Contractor lose possession of the building keys for any duration of time during this period, the Contractor shall be assessed the costs for rekeying the building and making copies of the new keys.

- b. Upon completion of this Agreement or should this Agreement be terminated, the Contractor shall return all building keys to the DMV Project Manager within twenty-four (24) hours from the last working date.
- c. 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 agreement with the DMV. If the keys are found later, the DMV shall not reimburse the Contractor the cost of rekeying the office site.

B. Uniform Clothing

- (1). The Contractor shall require all assigned workers to wear distinctive uniform clothing while performing services under this Agreement. Uniform clothing shall clearly identify the Contractor's name in a manner that is easily identifiable via a permanently affixed badge or monogram.

C. Personal Protective Equipment

- (1). The Contractor shall provide assigned workers with appropriate personal protective equipment (PPE) while performing services under this Agreement.

D. Arrival and Departure

- (1). The Contractor's assigned workers shall sign in and out of the DMV office logbook upon arrival and departure (must provide legible full name, date, time, and employer name). The location of the logbook shall be coordinated between the DMV Project Manager and the Contractor.

E. Cleaning Supplies and Equipment

(1). DMV Provided Supplies

- a. The Contractor shall use the DMV-provided cleaning products and the DMV-provided chemical management system to dispense cleaning products. The DMV Project Manager will provide the Contractor a list of DMV Field Office approved cleaning products at the start of the Agreement. Unless pre-approved in writing by the DMV Contract Coordinator (or their designee), cleaning products not on the list of DMV Field Office approved cleaning products shall not be purchased, used, or stored in the DMV Field Office.
- b. The Contractor shall replace empty cleaning product bottles in the chemical management system with the provided corresponding cleaning product bottles.
- c. The dispensing systems use a water source to automatically dilute chemicals commonly used in the office. If the dispenser and/or its' water source is unavailable, the Contractor shall manually dilute the cleaning product according to the package instructions.
- d. Specialty cleaners like floor strippers, will not be available through a dispenser. The Contractor shall manually dilute the product according to the package instructions.
- e. The DMV Project Manager shall provide training to the Contractor on the use of the chemical management system.

- f. The DMV Project Manager shall provide the Contractor the spray bottles, trigger sprayers, pump dispensers, and Secondary Labels.
- g. The Contractor shall properly label and store cleaning products according to the package instructions.
- h. The DMV shall provide toilet tissue, paper towels, hand soap, toilet seat covers, trash liners, sanitary napkin receptacle liners, hand sanitizer, waterless urinal cartridges, dispensers, spray bottles, batteries, glass cleaner, restroom cleaner, neutral cleaner, floor cleaner, floor finish, floor stripper, general purpose cleaner, disinfectant, carpet shampoo, carpet spot remover, gum remover, toilet de-scaler, wall-mounted automatic cleaning product dispenser system, and janitor cleaning carts and trolleys.
- i. The Contractor shall not remove DMV supplies and equipment from the DMV premises or use DMV supplies and equipment for any other purpose other than for the cleaning and disinfection of the office(s) identified in this Agreement.

(2). Contractor Provided Supplies

- a. The Contractor shall provide disposable non-fabric gloves (e.g., latex, nitrile, etc.), appropriate PPE required for cleaners and disinfectants used, floor machine (buffer), vacuum cleaner (high filtration systems and/or HEPA systems), carpet shampooer and extractor, dust mops, push brooms, bucket-less mop handles, cleaning wet mops, dry mops, microfiber cleaning cloths, dust wands, and cleaning towels.

F. Chemical Applications and Material Safety Data Sheets (MSDS)

- (1). The DMV Project Manager shall ensure that the Material Safety Data Sheet (MSDS) or Safety data sheet (SDS) for each chemical stored on DMV Property is placed in an MSDS/SDS binder that is located where the chemicals are stored.
- (2). When applying chemicals, the Contractor's assigned workers shall wear protective clothing and gear according to the label requirement and type of chemical being used. Containers with any chemical residue shall not be placed in DMV receptacles. The Contractor shall appropriately dispose of containers. The Contractor shall adhere to all environmental laws regarding the proper disposal of chemicals used in the process of providing services under this Agreement.

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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 time-sheets, status reports, or any other required documentation of work completed, the DMV agrees to compensate the Contractor the rate(s) specified in the table below, all taxes included, in arrears, 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 “Wage and Benefit Summary” and Exhibit G “Janitorial Maintenance Log” documents with each invoice.**

SERVICE TYPE	RATE	FREQUENCY
After-Hours Janitorial Services	\$TBD	Monthly

- 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). The 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 (daytime, mid-day, and/or after-hours services).
- (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).

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- 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: dmvfodlosgatos@dmv.ca.gov

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.

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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.)**

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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). By signing this Agreement, the Contractor certifies that the Contractor and any of their employees or subcontractors using a vehicle in the performance of work under this Agreement possesses valid automobile liability coverage in accordance with California Vehicle Code Sections 16450 to 16457, inclusive. The DMV reserves the right to request proof at any time.

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. Security

A. Unauthorized Persons

(1). The Contractor shall not allow visitors access to the building (including DMV employees) after the DMV Project Manager has locked the doors. Building admittance is restricted to employees of the Contractor who have been assigned to this location and previously introduced to the DMV Project Manager. Individuals who have not been assigned to perform services at this location (i.e., children, family members or friends of contractor or contractor's employees) are strictly forbidden from entering the building and secured

areas (including secured vehicle compounds) when cleaning the building. The Contractor shall immediately terminate any Contractor employee who permits unauthorized persons to enter the DMV premises. Failure to adhere to this requirement may result in immediate termination of this Agreement and prosecution to the fullest extent of the law.

B. DMV and Employee Property

- (1). The Contractor will not open, use, access, look, read, remove, or copy any documents or records. The Contractor will not use, access, or disturb cabinets, files, desks, computers, folders, papers, books, telephones, calculators, kitchen appliances, or DMV employee personal property. Failure to adhere to this security policy may result in immediate termination of the Agreement.

C. Security Breach

- (1). Any security breach by the Contractor such as leaving the facility without fully securing all entrances or exits and arming the alarm system (if one exists), or allowing unauthorized access to the premises, may result in immediate termination of this Agreement. The Contractor will be notified immediately of such a breach via telephone by the DMV Project Manager followed by written notification.

3. 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.

4. Personnel

- A. The Contractor shall utilize competent trained janitorial personnel to perform services under this Agreement.

5. Liability and Damages

- A. The Contractor shall be liable for any damages by the Contractor or their 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.

6. Wages and Benefits

- A. Per Government Code Section 19134, the Contractor shall compensate janitors performing services under this Agreement, wages and blended benefits that are minimally valued at 85% of what the State compensates its custodians to perform janitorial services. Wages include: hourly wage, Social Security, and Medicare. Blended benefits include: health, dental, vision care, holiday pay (holiday pay is pay to custodians who are unable to work because the facility at which they would normally be expected to provide services at is closed due to a state holiday), vacation pay, sick pay, and retirement benefits. The Department of Human Resources (CalHR) establishes the wages and blended benefits rates for janitorial services on an annual basis, and the annual established rates are in effect from February 1st through January 31st.

- B. The Contractor shall comply with Government Code Section 19134 by minimally compensating janitors an hourly rate of **\$38.06**. There is no minimum number of hours janitors are required to work in order to qualify for this provision. However, the hourly rate only applies to a forty (40) hour work week, and does not include overtime hours. Any changes to the combined total of the published CalHR hourly wages and hourly blended benefits that exceed the hourly rate identified within this Paragraph, shall be given effect by contract amendment. If the term of this Agreement is less than one (1) year, the hourly rate identified within this Paragraph shall apply for the entire term of this Agreement.
- C. The Contractor shall comply with Government Code Section 19134, and shall be subject to audits by the DMV, the State Department of General Services, and/or the Bureau of State Audits. Failure to comply with Government Code Section 19134 shall constitute a material breach of this Agreement, subject to all the remedies available to the State regarding such a breach. The Contractor shall self-certify compliance with Government Code Section 19134 by submitting a completed Exhibit F "Wage and Benefit Summary" document with their invoice on a monthly basis. The Contractor agrees to indemnify, defend, and save harmless the State, its officers, agents, and employees from any and all claims and losses accruing or resulting from the Contractor violating Government Code Section 19134.

7. Displaced Janitor Opportunity Act (Labor Code Sections 1060 - 1065)

- A. Contractors and subcontractors with twenty-five (25) or more employees who have been awarded a contract for janitorial or building maintenance services are required to retain, for a period of sixty (60) days, the janitors of the prior contractor or subcontractor who worked at the site(s) for four (4) months or longer, who worked at least fifteen (15) hours per week, and whose primary place of employment was in the State of California working under a contract to provide janitorial or building maintenance services. Contractors or subcontractors are not required to retain a janitor if the contractor or subcontractor has reasonable and substantiated cause not to retain the janitor based on their performance or conduct under the prior contract.
- B. At the end of the sixty (60) day transition period, the contractor or subcontractor shall provide a written performance evaluation to each retained janitor. If a janitor's performance is satisfactory, the contractor or subcontractor shall offer the janitor continued employment, and in making an offer, shall state the time in which the janitor must respond to the offer, but in no case shall the time be less than ten (10) days. Contractors or subcontractors shall not discharge retained janitors without cause during the sixty (60) day transition period. Cause shall be based only on the performance or conduct of a janitor. Employment after the sixty (60) day transition period shall be at-will employment under which a janitor may be terminated without cause.
- C. Contractors or subcontractors are not required to pay retained janitors the same wages or offer the same benefits as the previous contractor or subcontractor. Contractors or subcontractors who, at any time, determine that fewer janitors are needed to perform primarily the same services provided by the previous contractor or subcontractor, shall retain janitors by classification seniority, shall maintain a preferential hiring list of janitors not retained, and shall, during the sixty (60) day transition period, hire additional janitors if needed from the preferential hiring list until all on the list have been offered continued employment.
- D. Upon commencement of services, the Contractor and subcontractor(s) are required to submit to the DMV Project Manager identified in this Agreement, a listing of the janitors working at the site specified in this Agreement. The listing shall indicate which janitors were retained from the previous contractor or subcontractor(s). This listing shall also include the names of the previous contractor's or subcontractor's janitors who were not retained for continued employment, and shall state the reason these janitors were not retained. At the end of this Agreement, the Contractor and subcontractor(s) are required to provide a listing of janitors by name, date of hire, and job classification employed at the site(s) at the time of the Agreement expiration or

termination to the new incoming contractor or subcontractor within three (3) working days after notification by the DMV, whose name and address shall be provided by the DMV.

- E. Janitors not retained or wrongfully discharged in accordance with Labor Code Sections 1060-1065 may bring a court action against the contractor or subcontractor.

8. Property Service Workers Protection Act (Labor Code Sections 1420-1434)

- A. The Contractor and subcontractors providing janitorial services under this Agreement shall be a registered janitor with the California Department of Industrial Relations (DIR), Labor Commissioner's Office throughout the term of this Agreement.

9. Amendments

- A. This Agreement may be amended upon mutual written consent by both parties for the following:

- (1). To adjust the hourly rate to meet Government Code Section 19134 as specified within this Agreement.
- (2). 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.
- (3). To correct incidental or typographical errors.
- (4). To change the name of the Contractor or assign this Agreement to another contractor as specified within this Agreement.

The remainder of this page is intentionally left blank.

EXHIBIT F

WAGE AND BENEFIT SUMMARY
(Attach additional pages if necessary)

By submitting this "Wage and Benefit Summary" document, I certify that the information provided complies with Government Code Section 19134 and, that to the best of my knowledge, the information on this form is true and correct. The Contractor for the contract identified below shall indemnify, defend, and save harmless the State, its officers, agents, and employees from any and all claims and losses accruing or resulting from the Contractor violating Government Code Section 19134. Contractors submitting false reports may be subject to damages and other penalties under this False Claims Act and other applicable laws.

Job Site Address: _____

Contract Number: _____ Service Period: _____

Completed By (Printed Name): _____

Completed By (Signature): _____

Date Completed: _____

Janitor Name (Identify All Individuals That Performed Janitorial Services)	Classification (Check One)	Hourly Wages ¹	+	Hourly Blended Benefits Rate ²	=	Hourly Rate ³	x	Total Number of Hours Worked During Service Period	=	Total Amount Paid For Service Period
	☐ Owner ☐ Employee	\$	+	\$	=	\$	x		=	\$
	☐ Owner ☐ Employee	\$	+	\$	=	\$	x		=	\$
	☐ Owner ☐ Employee	\$	+	\$	=	\$	x		=	\$
	☐ Owner ☐ Employee	\$	+	\$	=	\$	x		=	\$
	☐ Owner ☐ Employee	\$	+	\$	=	\$	x		=	\$
	☐ Owner ☐ Employee	\$	+	\$	=	\$	x		=	\$
	☐ Owner ☐ Employee	\$	+	\$	=	\$	x		=	\$
	☐ Owner ☐ Employee	\$	+	\$	=	\$	x		=	\$

¹ **NOTE:** Hourly Wages for janitors classified as "Owner" must minimally equal the Hourly Rate in Exhibit E of the contract.

² **NOTE:** Hourly Blended Benefits Rate only applies to janitors classified as "Employee". Hourly Blended Benefits Rate for janitors classified as "Owner" must equal \$0.00.

³ **NOTE:** Hourly Rate must minimally equal the Hourly Rate in Exhibit E of the contract.

EXHIBIT G

JANITORIAL MAINTENANCE LOG
(AFTER-HOURS SERVICES)

WEEK OF: _____

OFFICE: _____

CONTRACT #: _____

CONTRACTOR: _____

The task list may not list all required tasks. In the case of any discrepancies between the list below and the contract requirements, the contract requirements shall prevail (the contractor is responsible for the completion of all tasks and sub-tasks specified within the contract). Refer to the Exhibit A for the months that the Quarterly, Semi-Annual, and Annual Tasks are due.

<u>TASK</u>	<u>DATE/TIME</u>	<u>INITIALS</u>	<u>DATE/TIME</u>	<u>INITIALS</u>	<u>DATE/TIME</u>	<u>INITIALS</u>	<u>DATE/TIME</u>	<u>INITIALS</u>	<u>DATE/TIME</u>	<u>INITIALS</u>
High-Touch Surfaces										
Restrooms										
Other Rooms										
Floor/Carpets										
Outside Entrances										

<u>TASK</u>	<u>DATE/TIME</u>	<u>INITIALS</u>	<u>DATE/TIME</u>	<u>INITIALS</u>	<u>DATE/TIME</u>	<u>INITIALS</u>	<u>DATE/TIME</u>	<u>INITIALS</u>	<u>DATE/TIME</u>	<u>INITIALS</u>
Special Maintenance Area(s) Tasks										
Weekly Tasks										
Biweekly Tasks										
Quarterly Tasks										
Semi-Annual Tasks										
Annual Tasks										

Comments:

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 Laws Certification

The remainder of this page is intentionally left blank.

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, CITY, STATE, ZIP CODE:		
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. DIR REGISTRATION NUMBER:	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 the State of California 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, tools, materials, equipment, and supervision; pay all taxes, insurance, bonds, license and permit fees, travel costs, fingerprint-based state and federal criminal record check fees/costs (if applicable), 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. The following is the current minimum hourly rate that is applicable to this SB Bid:

Janitor: Hourly Rate @ \$38.06

A. (Janitorial Labor Hours Per Month¹ =) x (Hourly Rate² = \$): = \$

¹ **NOTE:** Janitorial Labor Hours Per Month must equal a whole number.

² **NOTE:** Hourly Rate indicated must equal or exceed the Hourly Rate specified for Janitor above unless you are a non-profit, community based rehabilitation program pursuant to Welfare and Institutions Code 19404, or you meet Government Code 19134 requirements by providing a comprehensive employee benefit plan. Proof must be provided with your bid. If awarded the contract, bidder shall compensate all janitors (including owners performing janitorial services) the Hourly Rate indicated.

B. Cost of Supplies Per Month: = \$

C. Cost for Equipment Per Month: = \$

D. Additional Costs Per Month (Including Performing Supervision): = \$

E. Monthly Grand Total (A + B + C + D): = \$

F. 36 Month Grand Total (E x 36): = \$
(Basis of Award)

G. Indicate the percentage rate paid by your business for the following:

1. Worker's Compensation: % 2. Unemployment Insurance: % 3. Disability Insurance: %

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.

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>I certify under penalty of perjury that the information provided is true and correct.</i>		
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 your 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. _____ We do not currently have, and have not had within the previous three years, business activities
INITIALS or other operations outside of the United States. ***(Initial and complete the section below #2.)***

OR

2. _____ We are a scrutinized company as defined in Public Contract Code section 10476, but we have
INITIALS 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. _____ We currently have, or we have had within the previous three years, business activities or other
INITIALS 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.