DEPARTMENT OF MOTOR VEHICLES
ADMINISTRATIVE SERVICES DIVISION
P.O. BOX 932382
SACRAMENTO, CA 94232-3820

26-093

INVITATION FOR BID

Notice to Prospective Bidders

July 9, 2026

You are invited to review and respond to this Invitation for Bid (IFB) entitled 26-093 – Landscape Cleanup and Maintenance Services at the San Ysidro DMV Field Office. This IFB is advertised in the California State Contracts Register through Cal eProcure at:

http://www.caleprocure.ca.gov **or** http://www.dgs.ca.gov

Please note that you must register with Cal eProcure in order to download IFB packages and any other provided documents from the Cal eProcure website.

Bidders are advised to check the Cal eProcure website for addendums, modifications, and updates to the bid documents. The Department of Motor Vehicles (DMV) is not responsible for failure of the prospective bidder to check for any bid document updates, changes, or answers to questions posted on Cal eProcure. Failure to periodically check the website will be at the bidder's sole risk.

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 DMV, this IFB package is complete and without need of explanation. The contact person for this IFB is:

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

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

Gina Barsotti
Contract Administrator

TABLE OF CONTENTS

SECTION

- **BIDDER REQUIREMENTS AND INFORMATION**

  1. Purpose and Description of Services
  2. Bidder Qualifications
  3. Schedule of Events
  4. Written Questions
  5. Submission of Bid
  6. Bid Opening
  7. Disposition of Bids
  8. Evaluation and Selection
  9. Notice of Intent to Award Contract
  10. Protest
  11. Notice of Contract Award
  12. Standard Conditions of Service
  13. Required Documents (Awarded Contractor)
  14. Bid Preference(s)
  15. Bid Incentive(s)
  16. Generative Artificial Intelligence (GenAI)
- **STANDARD AGREEMENT FORM (SAMPLE)**
- **EXHIBIT A** – Scope of Work
- **EXHIBIT B** – Budget Detail and Payment Provisions
- **EXHIBIT C** – General Terms and Conditions
- **EXHIBIT D** – Special Terms and Conditions
- **EXHIBIT E** – Additional Provisions
- **EXHIBIT F** – One-Time Landscape Cleanup Service Log
- **EXHIBIT G** – Bi-Weekly Landscape Maintenance Service Log
- **EXHIBIT H** – Property Site Plan
- **APPENDIX A** – The United States Department of Transportation Standard Title VI/Non-Discrimination Assurances DOT Order No. 1050.2A
- **APPENDIX E** – The United States Department of Transportation Standard Title VI/Non-Discrimination Assurances DOT Order No. 1050.2A
- **REQUIRED BID DOCUMENTS CHECKLIST**
- **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** – Disabled Veteran Business Enterprise Participation Requirements and Incentive

BIDDER REQUIREMENTS AND INFORMATION

1. Purpose and Description of Services

A. Landscape cleanup and maintenance services at the San Ysidro 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.

Note: Please be aware, due to the possibility of severe drought conditions, the Governor of California may issue an Executive Order to restrict water usage during the term of this Agreement. If an Executive Order to restrict water usage is issued during the term of this Agreement, the Department of Motor Vehicles (DMV) may choose to not enforce certain provisions of Exhibit A, specifically those referring to plant replacement. DMV will notify the contractor if any Executive Order is issued that could affect the provisions of this Agreement.

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. The bidder shall possess a valid **C27** contractor license issued by the California Department of Consumer Affairs, Contractors State License Board (CSLB). All subcontractors that the bidder intends to utilize to perform landscape maintenance services under the contract shall possess a valid **C27** contractor license issued by the CSLB. The bidder's contractor license number shall be indicated on the Bid/Bidder Certification Sheet (Attachment 1). The names of all subcontractors that the bidder intends to utilize and their contractor license number shall be indicated on the Bidder Declaration & Subcontractor/Supplier List (Attachment 4). All bidder and subcontractor contractor licenses shall be in good standing from the time of the bid opening through the term of the contract.

3. Schedule of Events

Event	Date	Time
(1). IFB available to prospective bidders:	7/9/2026	N/A
(2). Written questions regarding IFB are due by: **(Note: See additional info in Section 4.)**	7/16/2026	5:00 p.m.
(3). Written responses to IFB questions released by:	7/20/2026	5:00 p.m.
(4). Final date for bid submission: **(Note: See additional info in Section 5.)**	7/27/2026	N/A
(5). Date of bid opening: **(Note: See additional info in Section 6.)**	7/28/2026	11:00 a.m.
(6). Proposed start date of contract:	9/01/2026 Or upon contract approval	N/A

4. Written Questions

A. Submit all written questions via email to **the contact person indicated on the cover page of this IFB package** no later than the date and time specified in the Schedule of Events. Written responses to IFB questions will be released by the date and time specified in the Schedule of Events and viewable in the online project advertisement in Cal eProcure at: http:/www.caleprocure.ca.gov.

5. Submission of Bid

A. Bids must be received via **email** no later than the date 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 # 26-093 for GINA BARSOTTI for Landscape Maintenance Services Due: 7/27/2026 by 11:59 p.m.**

1. Bids may be deemed non-responsive if the subject line does not contain the above information.

(2). Emails shall not exceed one hundred (100) megabytes (MB) in size.

(3). Emailed bids will not be opened until after the date 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 IFB package.

B. Bids must be received by the DMV no later than the date specified in the Schedule of Events. Any bid received after the specified due date shall be rejected.

C. Bids shall include all required bid documents identified in the Required Bid Documents Checklist. **Only submit the required bid documents with your bid, not the entire IFB 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 IFB 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 IFB requirements.

M. Where applicable, bidders should carefully examine work sites and specifications. Bidders shall investigate conditions, character, and quality of surface or subsurface materials or obstacles that might be encountered. No additions or increases to the contract amount shall be made due to a lack of careful examination of work sites and specifications.

N. All documents submitted in response to this solicitation will become the property of the State of California and may be subject to the California Public Records Act (Government Code section 6250 et seq.). This includes any contact information within the documents, including that of references. Additionally, to the extent that a bidder believes its bid contains trade secret or proprietary information intended to be confidential, it is the bidder's responsibility to identify and redact such information. A separate redacted copy of the bid must be submitted along with the original unredacted bid, and it will be the bidder's responsibility to defend any redactions should a requester dispute them under the Public Records Act. In the absence of a pre-redacted bid, the DMV will treat the entire bid as a public record, except any information the DMV is required to redact under California law.

6. Bid Opening

A. If you plan to attend the public bid opening, you must email the contact person indicated on the cover page of this IFB no less than 24 hours prior to the bid opening date and time. The contact person will email the bid opening information, held virtually through Microsoft Teams.

7. Disposition of Bids

A. All documents submitted in response to this IFB 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 IFB.

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 IFB.

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 IFB, 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 IFB 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 IFB 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 Intent to Award Contract

A. Upon written request by any bidder via email prior to the date of bid opening specified in the Schedule of Events, the DMV shall email bidders and post in a public accessible place, a written notice of intent to award contract no less than five (5) DMV business days prior to awarding the contract. All written requests must be submitted to and received by the contact person indicated on the cover page of this IFB prior to the date of bid opening.

B. Whenever a contract is awarded under a procedure which provides for competitive bidding, but the contract is not to be awarded to the lowest bidder, the DMV shall:

(1). Notify the lowest bidder in writing by email no less than five (5) DMV business days prior to the award of the contract.

10. Protest

A. If any bidder, prior to the award of the contract, files an initial protest with the DMV and the Department of General Services (DGS) on the grounds that the protesting bidder is the lowest responsive responsible bidder, the contract shall not be awarded until either the protest has been withdrawn or the Department of General Services has decided the matter.

B. Within five (5) calendar days after filing an initial protest with the DMV and DGS, the protesting bidder shall file a full and complete written statement with the DMV and DGS specifying the grounds for the protest, including: the IFB number, the name of the state agency involved, and the agency contract person. Protestants should also include their fax number if they have one.

C. A written protest must be sent by **email** to the DGS, Office of Legal Services (OLS) at OLSProtests@dgs.ca.gov, as well as the Contract Administrator listed on the cover letter of this IFB.

11. Notice of Contract Award

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

12. 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.

13. Required Documents (Awarded Contractor)

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

(1). Contractor Certification Clauses

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

(2). Insurance Requirements

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

1. Commercial General Liability

A. Coverage shall provide limits of not less than $1,000,000.00 per occurrence for bodily injury and property damage liability combined. The policy shall include coverage for liabilities arising out of premises operations, independent contractors,

products/completed operations, personal and advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability.

B. The insurance policy shall include the following additional insured endorsement that shall be under form acceptable to DGS, Office of Risk and Insurance Management (ORIM):

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

2. 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.

14. Bid Preference(s)

A. The following preferences are applicable to this IFB:

(1). Small Business Enterprise (SBE) Preference

a. SBE Preference information can be found at the following internet web site: http://www.dgs.ca.gov.

b. To be eligible for a SBE Preference, the 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.

(2). Non-Small Business (Non-SB) Preference

a. Non-SB preference information can be found at the following internet web site: http://www.dgs.ca.gov (Note: Non-SB Preference cannot displace a direct award to a California certified Small Business or a California certified Micro Business).

15. Bid Incentive(s)

A. Disabled Veteran Business Enterprise (DVBE) Participation Incentive

(1). See Attachment 6 for DVBE Participation Incentive information (Note: DVBE Participation Incentive cannot displace a direct award to a California certified Small Business or a California certified Micro Business).

16. Generative Artificial Intelligence (GenAI)

A. The State of California seeks to realize the potential benefits of GenAI, through the development and deployment of GenAI tools, while balancing the risks of these new technologies.

B. Bidder must notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term “materially impacts” shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.

C. Failure to report GenAI to the State may result in disqualification. The State reserves the right to seek any and all relief to which it may be entitled to as a result of such nondisclosure.

D. Upon notification by a Bidder of GenAI as required, the State reserves the right to incorporate GenAI Special Provisions into the final contract or reject bids that present an unacceptable level of risk to the State.

E. Government Code 11549.64 defines “Generative Artificial Intelligence (GenAI)” as an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system’s training data.

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DO NOT COMPLETE OR SUBMIT WITH YOUR BID!

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

SCO ID:

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER *(If Applicable)*

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

SAMPLE

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

PRINTED NAME OF PERSON SIGNING	TITLE
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED

CONTRACTING AGENCY NAME Department of Motor Vehicles			
CONTRACTING AGENCY ADDRESS 2415 First Ave, MS E112	CITY Sacramento	STATE CA	ZIP 95818
PRINTED NAME OF PERSON SIGNING	TITLE		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		

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 a one-time landscape cleanup service (if needed and authorized by the DMV) and bi-weekly landscape maintenance services at the San Ysidro DMV Field Office for the term of this Agreement.

2. The services shall be performed at: **6111 Business Center Court, San Diego, CA 92154**.

3. Commencement of Work

   A. The Contractor shall commence work under this Agreement on the specified start date provided by the DMV Project Manager following the execution of this Agreement by the State. The DMV Project Manager shall provide the Contractor with written notification of the start date prior to the Contractor commencing work under this Agreement. **Note: Services may be suspended at any time during the term of this Agreement. In the event the DMV requires suspension of services, such suspension is subject to three (3) calendar days' written notice to the Contractor. The DMV may choose to subsequently reinstate services at any time during the term of this Agreement and shall provide ten (10) calendar days' written notice to the Contractor.**

4. The Contractor shall perform services during DMV business hours, unless otherwise indicated or approved by the DMV Project Manager. The Contractor shall not perform services on state holidays, as indicated at DMV's website: https://www.dmv.ca.gov/portal/dmv/dmv/offices. The Contractor shall schedule services with the DMV Project Manager and receive the DMV Project Manager's approval for all work schedules before performing any work under this Agreement.

   A. The Contractor shall perform a one-time landscape cleanup service if needed and authorized by the DMV Project Manager (or their designee) at the start of this Agreement or following a suspension and reinstatement of services by the DMV. **The one-time landscape cleanup service is not guaranteed.**

      (1). In the event the one-time landscape cleanup service is needed and authorized by the DMV Project Manager (or their designee), the Contractor shall perform the service outside of DMV business hours on a date agreed upon with the DMV Project Manager (or their designee) within seven (7) calendar days after the start of this Agreement or within seven (7) calendar days following a suspension and reinstatement of services by the DMV.

   B. The Contractor shall perform a bi-weekly (one [1] time every two [2] weeks) landscape maintenance service in every area of the landscaping.

      (1). The first bi-weekly landscape maintenance service shall be performed within seven (7) calendar days following the start of this Agreement unless a one-time landscape cleanup service is needed and authorized by the DMV Project Manager (or their designee) at the start of this Agreement, in which case the first bi-weekly landscape maintenance service shall be performed two (2) weeks after the completion of the one-time landscape cleanup service.

   C. In the event a one-time landscape cleanup service is needed and authorized by the DMV Project Manager (or their designee) following a suspension and reinstatement of services by the DMV, the bi-weekly landscape maintenance services shall resume two (2) weeks after the completion of the one-time landscape cleanup service.

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

Department of Motor Vehicles		**Contractor Name (TBD)**	
Name:	**TBD**	Name:	**TBD**
Phone:	TBD	Phone:	TBD
Email:	TBD	Email:	TBD

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

Department of Motor Vehicles		**Contractor Name (TBD)**	
Name:	**TBD**	Name:	**TBD**
Address:	TBD	Address:	TBD
Phone:	TBD	Phone:	TBD
Email:	TBD	Email:	TBD

7. In the event of any changes to the name, address, and/or contact information for the Project Managers and/or Contract Coordinators identified in this Exhibit, the party making the changes shall notify the other party in writing.

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

A. General Responsibilities

(1). At the start of this Agreement, the DMV Project Manager (or their designee) and the Contractor shall meet at the DMV property to perform a perimeter walk-through of the property and discuss the property boundaries, landscaping, DMV grounds adjacent to any property borders, patio area (if applicable), and irrigation system to be maintained by the Contractor.

a. Additional meetings may be scheduled at any time during the term of this Agreement at the request of either the DMV or the Contractor. Should either party request a meeting, the other party shall respond within forty-eight (48) hours to determine a mutually agreed upon date and time for the meeting, to take place within one (1) week of the request. All meetings shall take place at the DMV property.

(2). Upon arrival at the DMV property to attend meetings or perform services, the Contractor shall notify the DMV Project Manager (or their designee), and all present Contractor staff shall sign in on the DMV's contractor/visitor log. Upon leaving the DMV property, all Contractor staff who previously signed in shall sign out on the DMV's contractor/visitor log.

(3). The Contractor shall submit to the DMV Project Manager (or their designee) following the completion of the one-time landscape clean-up service (if needed and authorized by the DMV Project Manager [or their designee]), a completed One-Time Landscape Cleanup Service Log (Exhibit F) confirming the completion of all required tasks.

a. The Contractor and the DMV Project Manager shall discuss the completed One-Time Landscape Cleanup Service Log immediately following the Contractor's

completion of the one-time landscape cleanup service to identify and correct any deficiencies in the quality of service provided by the Contractor.

(4). The Contractor shall submit to the DMV Project Manager (or their designee) following the completion of each bi-weekly landscape maintenance service, a completed Bi-Weekly Landscape Maintenance Service Log (Exhibit G) confirming the completion of all required tasks.

a. The Contractor and the DMV Project Manager shall discuss the completed Bi-Weekly Landscape Maintenance Service Log immediately following the Contractor's completion of the bi-weekly landscape maintenance service to identify and correct any deficiencies in the quality of service provided by the Contractor.

(5). The Contractor shall implement and practice low environmental impact practices while performing landscaping cleanup and maintenance services under this Agreement. Materials such as fertilizers used on DMV grounds shall be certified by the Organic Materials Review Institute (OMRI). The DMV may request proof of certification of materials used on DMV property at any time. The Contractor shall comply with material label guidelines for application of any materials used.

B. Scheduling of Services

(1). Within three (3) calendar days after the start of this Agreement, the Contractor shall provide to the DMV Project Manager for approval, a written schedule for the one-time landscape cleanup service (if needed) and the bi-weekly landscape maintenance services. The written schedule must be approved by the DMV Project Manager before the Contractor begins performing services under this Agreement

(2). Schedule change requests shall be submitted in writing to the DMV Project Manager and shall be approved at the discretion of the DMV. Schedule changes shall not be approved to accommodate the Contractor's negligence in performing scheduled services timely or failure to perform all required services.

(3). Should inclement weather prevent the Contractor from starting and/or completing scheduled work, the impacted work shall be rescheduled and performed by the Contractor within four (4) calendar days. Any rescheduling of work due to inclement weather shall approved by the DMV Project Manager in writing.

(4). It is the Contractor's responsibility to ensure that services are completed as scheduled and any missed services are rescheduled and made up timely before the next scheduled service. If services are not made up by the next scheduled service, the Contractor shall perform any necessary cleanup work to get the DMV property back to a DMV approved maintenance standard at no additional cost to the DMV.

C. Satisfactory Services

(1). It is the Contractor's responsibility to ensure that all services are completed as scheduled, as specified within this Scope of Work, to the satisfaction of the DMV.

(2). The DMV shall consider the Contractor's services to be satisfactory when:

a. All services are performed and completed as scheduled and as specified within this Scope of Work.

b. All work areas are visibly neat, clean, and well-manicured and all bottles, cans, landscape debris, and any other debris or trash have been collected and removed from the DMV property.

c. All drains, catch basins, gutters, and grates in the parking lot are cleared of pine needles and any other debris.

d. All living and/or dead vegetation has been removed from cracks in sidewalks, curbs, parking lots, and other paved areas on the DMV property.

e. All clippings, trimmings, cuttings, trash, and debris resulting from work performed under this Agreement have been collected, hauled away, and properly disposed of on the same day of service.

f. All landscape debris has not been blown, swept, raked, piled, or stored in any parking compounds, landscaping, planters, patios, or on neighboring properties.

D. <u>One-Time Landscape Cleanup Service</u>

(1). If needed and authorized by the DMV Project Manager at the start of this Agreement or following a suspension and reinstatement of services by the DMV, the Contractor shall perform a thorough and comprehensive one-time landscape cleanup service to bring the condition of the DMV property to an approved maintenance level that will be sustained by the Contractor throughout the duration of this Agreement.

(2). The one-time landscape cleanup service shall include all bi-weekly landscape maintenance service tasks specified within this Scope of Work and all the following additional tasks:

a. Weed abatement, removal of flammable debris, and cutting of vegetation near structures.

b. Clearing the entire property of overgrown vegetation, undergrowth, underbrush, stumps, dry grass, and flammable debris.

c. Removal of weeds from fence lines, trimming of shrubs to safe heights, and ensuring that no dead vegetation is left near structures or pathways.

d. Removal of all weeds and debris from the entire DMV property and the five (5) foot perimeter area bordering the DMV property line.

e. Replenishment or application of soil, topsoil, or mulch where needed.

f. Backfilling and filling in holes and eroded/thin areas with dirt, soil, or topsoil to bring back to a proper grade.

E. <u>Bi-Weekly Landscape Maintenance Service</u>

(1). The Contractor shall perform all the following tasks:

a. **Lawns**

1. Mow lawn areas to a uniform height for the type of grass, region, and season.

2. Define edges along sidewalks, driveways, and planting beds.

3. Trim grass in areas inaccessible by mower.

4. Remove clippings and debris from hard surfaces.

5. Remove weeds from turf.

b. **Shrubs, Bushes, Ground Cover, and Climbing Vegetation**

1. Maintain shrubs and bushes at a maximum height of thirty-six inches (36”).

2. Perform minimum twelve-inch (12”) skirting to raise the canopy of bushes and shrubs to promote airflow and prevent pest harborage.

3. Prune shrubs twenty-four inches (24”) back from walls and pavement.

4. Remove undergrowth and underbrush.

5. Trim ground cover to prevent overgrowth into pathways and structures and ensure ground cover does not exceed twelve inches (12”) in height.

6. Maintain climbing vegetation to prevent contact with other plants, trees, vertical structures, roofs, and windows.

7. Remove climbing vegetation from tree trunks and from established shrubs and bushes.

8. Ensure plants do not overhang curbs, sidewalks, parking spaces, driveways, doorways, and windows.

9. Thin out overcrowded plants to promote healthy growth and proper spacing.

10. Remove leaf litter, dead vegetation, and debris from planter beds and within vegetation manually or by raking.

11. Prune vegetation in a manner consistent with the natural form of the plant to remove cross branches, improve structural integrity, influence flowering, improve light and air penetration, de-sucker, remove dead or diseased limbs, improve appearance, and control size. There shall be adequate clearance so plant limbs and/branches do not touch the ground.

12. Deep soak new plants unless local soil and moisture condition dictates otherwise for good growth.

13. Remove weeds in a manner so as to not injure ground cover or inhibit health and growth.

14. Replace plants that die or become unhealthy (excluding annual color-spots) at no cost to the DMV.

15. Replace plants provided by the DMV when plants are missing at no additional cost to the DMV.

c. **Trees**

1. Prune and trim branches or limbs up to eight feet (8') from the ground.

2. Clear branches and limbs twenty-four inches (24") to thirty-six inches (36") away from buildings and other structures.

3. Remove dead, damaged, or diseased branches.

4. Remove sucker growth at or below soil level.

5. Manually water trees with no irrigation.

6. Ensure tree limbs and branches do not overhang curbs, sidewalks, parking spaces, driveways, doorways, and windows to prevent safety and security hazards.

7. Supply, reposition, and/or maintain tree supports to prevent tree damage. Remove supports for trees that have become self-supporting.

8. Deep soak new trees unless local soil and moisture condition dictate otherwise for good growth.

d. **Hardscape Areas (Buildings, Walls, Fences, Outdoor Seating, Tables, Waste Enclosures, and Parking Lot)**

1. Use a portable blower to remove debris from hardscape areas.

2. Remove weeds, trash, leaves, and debris from hardscape areas. Remove vegetation planted directly against vertical structures.

3. Remove vegetation, weeds, and debris within twenty-four inches (24") of walls, fences, and vertical structures.

e. **Cultivation**

1. Maintain soil in a loose, friable condition, and replace topsoil and fill holes to bring back to original grade if ground is uneven.

2. Loosen compacted soil around planting beds to improve water infiltration and root health.

3. Aerate soil as needed to maintain soil structure.

4. Grade away areas of soil and pavement directly adjacent to buildings and retaining walls. Water should not pool for any period of time anywhere on building grounds.

f. **Waste Hauling and Disposal**

1. The Contractor shall collect and remove all trimmings, fallen leaves, pine needles, weeds, pinecones, loose limbs and branches, stumps, trash, and debris waste from landscape, hardscape, planter beds, curbs, storm drains, gutters, catch basins, holes, and ditches.

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

3. The Contractor shall ensure that waste is not disposed of on DMV property, not disposed of in DMV waste collection bins, and not disposed of on neighboring properties.

g. **Irrigation System and Watering**

1. The Contractor shall test each irrigation zone and controller/timer at the start of this Agreement, on a bi-weekly basis thereafter, and as requested by the DMV Project Manager (or their designee), to ensure all equipment and parts are working correctly.

2. In the event the Contractor finds that any sprinkler-head, shrub-head, riser, or nozzle parts are broken, the Contractor shall immediately inform the DMV Project Manager (or their designee). The DMV will provide the replacement parts and the Contractor will install the replacement parts at no additional cost to the DMV.

A. In the event any other irrigation system parts become missing, damaged, or defective (e.g., mainline valve, controller/timer, or PVC pipe), the Contractor shall turn water off immediately and notify the DMV Project Manager (or their designee).

B. Repairs to all irrigation system equipment/parts, other than replacing sprinkler-heads, shrub heads, risers, or nozzles, shall be performed by a contractor of the DMV's choice under a separate agreement.

3. The Contractor shall ensure watering cycles are compliant with all local ordinances regarding watering times.

4. The Contractor shall cycle watering times to cause the least inconvenience to the building occupants and visitors, ensuring that entrances are not wet during the arrival and departure of employees and/or customers. The Contractor shall not operate the sprinkler system when extremely windy conditions prevail.

(2). The Contractor shall clean, adjust, and maintain sprinkler heads at a proper height on a continuous basis to prevent runoff of excess water and ensure that lawns, ground covers, shrubs, and trees are always adequately and evenly watered.

F. <u>Noise Abatement</u>

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

G. Watering Restrictions

(1). Notwithstanding the other directions concerning irrigation or other use of water under this Agreement, the Contractor shall comply with local, regional, and state-wide water use rules and regulations applicable to the use of water for landscaping purposes on privately-owned property, except as otherwise specifically directed by the DMV in writing.

(2). Notwithstanding the other directions concerning landscape practices under this Agreement, the DMV may direct the Contractor in writing: to modify, reduce, or eliminate irrigation of specific portions of the landscape or all of the landscape; reduce the frequency of lawn mowing; reduce the frequency of tree and shrub pruning; reduce the use of fertilizer; increase the use of mulch; and take other similar steps which the DMV finds necessary or desirable.

(3). In the event that plants become unhealthy or die as a result of a change in landscape practices requested or required by the DMV in writing, the Contractor shall not be responsible for providing replacement plants or the services to plant replacement plants, notwithstanding other provisions of 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 timesheets, status reports, or any other required documentation of work completed, the DMV agrees to compensate the Contractor the rates in the table below, all taxes included, no more frequently than on a monthly basis in arrears. The Contractor shall submit a completed Exhibit F "One-Time Landscape Cleanup Service Log" document (when applicable) and a completed Exhibit G "Bi-Weekly Landscape Maintenance Service Log" document with each invoice for payment.

DESCRIPTION	COST
One-Time Landscape Cleanup Service (if requested by the DMV)	**$TBD** (to be completed by DMV) one-time payment
Bi-Weekly Landscape Maintenance Service	**$TBD** (to be completed by DMV) per service

B. 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.

(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).

C. 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.

D. The Contractor's invoice(s) shall be emailed to: **TBD**

2. Budget Contingency Clause

A. The parties mutually agree that if the Budget Act of the current year or any subsequent year covered under this Agreement does not appropriate sufficient funds for the program, this

Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to the Contractor or furnish any other consideration under this Agreement, and the Contractor shall not be obligated to perform further services under this Agreement.

B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to the Contractor to reflect the reduced amount.

3. Prompt Payment Clause

A. Payment shall be made in accordance with and within the time specified in the California Prompt Payment Act (Government Code Chapter 4.5, commencing with Section 927).

4. Withholding Amounts Owed From Amounts Due

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

The remainder of this page is intentionally left blank.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

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

The remainder of this page is intentionally left blank.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. Force Majeure

A. Circumstances beyond the control of the Contractor or the DMV may excuse the performance of the terms of this Agreement and prevent the other party from seeking any related damages. These circumstances include acts of war, terrorism, civil war, revolution, or rebellion, epidemics or pandemics, strikes or industrial disputes, government orders or laws, and natural disasters such as earthquake, flood, or fire (excluding weather conditions), and any other extraordinary events or circumstances that prevent or delay the performance of a party and that are not within the control of the that party or avoidable by the exercise of due care.

B. If either party seeks to invoke force majeure to excuse or delay the performance of the terms of this Agreement, that party must immediately notify the other party. The invoking party must provide full details regarding the force majeure event, including the reason(s) the event is preventing or delaying performance, and the expected time frame for performance to be resumed. The invoking party must make reasonable efforts to mitigate damages and force majeure effects and must make reasonable efforts to fulfill its obligations under this Agreement. Upon completion of the force majeure event, the invoking party must resume performance under this Agreement as soon as practicable.

C. The Contactor is not entitled to payment for services not rendered during a force majeure event and is not entitled to recover costs, losses, or expenses from the DMV as result of the force majeure event. The DMV is not entitled to the cost of replacement services in the event of force majeure.

2. Termination

A. The Contractor understands that in the event this Agreement is terminated for cause/breach, in future bid solicitations for the same or similar services at the location designated in this Agreement, the DMV may reject the Contractor's bid as a non-responsible bid.

B. The DMV may terminate this Agreement for any of the following reasons:

(1). The Contractor fails to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination, the DMV may proceed with the work in any manner deemed proper by the DMV. All costs to the DMV shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

(2). When termination is in the best interest of the DMV.

C. The DMV may recover costs and damages from the Contractor that include, but are not limited to, the following:

(1). The cost of rebidding the work.

(2). The additional cost of obtaining required work from an alternate source less the amount the DMV would have paid the Contractor to perform the required work.

(3). Damages incurred as a result of going without required work in the event that the required work cannot be obtained from an alternate source due to time constraints.

(4). Damages incurred as a result of delays in completing work.

D. In the event that the DMV terminates this Agreement in the best interest of the DMV, such termination is subject to thirty (30) calendar days written notice to the Contractor.

E. Termination of this Agreement shall be effected by delivery of a notice of termination to the Contractor specifying whether termination is for breach of this Agreement by the Contractor or for the best interest of the DMV. The notice of termination shall specify the date upon which such termination becomes effective. Unless otherwise directed by the DMV Project Manager, the Contractor shall perform the following as directed by the DMV Project Manager after receipt of the notice of termination:

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

OR

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

3. Liquidated Damages

A. The parties agree that it will be impractical and extremely difficult to ascertain and determine the actual damages sustained by the DMV in the event that the DMV is required to re-bid the work, go without the required work, or experience delays in receiving completed work. Therefore:

(1). In the event that the DMV terminates this Agreement due to Contractor breach, the DMV shall be entitled to $500.00 as liquidated damages to cover the administrative costs for rebidding the work.

(2). In the event that the Contractor fails to perform work on any required working day, and the DMV goes without the required work because the DMV is unable to obtain the work from an alternate source due to time constraints, the DMV shall be entitled to $50.00 per day as liquidated damages.

B. In addition to any other remedy available under this Agreement or applicable law, the DMV may recover amounts owed to the DMV by the Contractor as liquidated damages from amounts otherwise owing by DMV to the Contractor by disputing one or more Contractor's invoices and withholding payment. In the event that the Contractor incurs any outstanding liquidated damages assessments with the DMV under this Agreement or any other agreement between the DMV and the Contractor, the Contractor may not be awarded any future DMV contracts until the outstanding assessments have been paid to the DMV.

4. Incorporation by Reference

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

5. Contractor Name Change and Assignment

A. Name Change

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

B. Assignment

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

6. Availability of Funds

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

7. State Holidays and Furlough Days

A. The DMV observes the state holidays identified at website: http://www.calhr.ca.gov. Offices will be closed if any holiday falls on or is observed on a weekday, unless otherwise stated.

B. In the event that furlough days are implemented, changed, or cancelled at any time throughout the term of this Agreement, the DMV shall notify the Contractor in writing.

8. Right to Bar

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

9. Multiple Contractors

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

10. Subcontractors

A. The Contractor shall not substitute any subcontractor identified in the Contractor's bid or add any subcontractor not identified in the Contractor's bid without prior written approval from the DMV Project Manager. The Contractor shall submit the names of all subcontractors to be utilized during the term of this Agreement to the DMV Project Manager.

B. All subcontractors engaged in work under this Agreement shall be considered as employees of the Contractor. The Contractor shall give personal attention to fulfillment of this Agreement and shall keep the work under the Contractor's control. When any subcontractor fails to complete a portion of the work in a manner satisfactory to the DMV, the Contractor shall correct the defective work or materials at no additional cost to the DMV.

C. All subcontractors shall possess the appropriate contractor's license for the work they perform under this Agreement.

D. All subcontractors utilized to perform services under this Agreement shall be covered by the Contractor's insurance or possess insurance equal to the policies, coverages, and limits required of the Contractor under this Agreement.

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

11. Rejection

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

(1). Procure services required by this Agreement and charge the Contractor for the procured services.

AND/OR

(2). Terminate this Agreement.

12. Jurisdiction and Venue

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

13. Dispute

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

14. Standards of Conduct

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

15. Laws, Rules, Regulations, and Executive Orders

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

16. Economic Sanctions

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

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. Health and Safety

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

3. Liability and Damages

A. The Contractor shall be liable for any damages by the Contractor or his employees to portions of buildings, premises, equipment, furniture, material, or other DMV property. Damage resulting

from the services provided shall be repaired or items shall be replaced by the Contractor to the satisfaction of the DMV at no cost to the DMV. Any items lost or stolen while in the Contractor's custody shall be replaced by the Contractor at no cost to the DMV.

4. License

A. The Contractor shall possess a valid **C27** contractor license issued by the California Department of Consumer Affairs, Contractors State License Board (CSLB). All subcontractors that the Contractor intends to utilize to perform landscape maintenance services during the term of this Agreement shall possess a valid **C27** contractor license issued by the CSLB. All contractor and subcontractor contractor licenses shall be in good standing throughout the term of this Agreement.

5. Amendments

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

(1). To extend the term of this Agreement for up to an additional six (6) months under the same terms and the same or lower rates where a protest or other legal action delays the award of a new agreement.

(2). To correct incidental or typographical errors.

(3). To change the name of the Contractor or assign this Agreement to another contractor as specified within this Agreement.

6. DVBE Subcontractor Participation and Reporting Requirements

A. In the event the Contractor committed to provide DVBE subcontractor participation for this Agreement, the Contractor shall comply with their DVBE subcontractor participation commitment throughout the term of this Agreement. In the event this Agreement is amended to increase the maximum Agreement amount, the Contractor shall comply with their DVBE subcontractor participation commitment for the additional amount.

B. Upon completion of this Agreement, the Contractor shall download from www.dgs.ca.gov, complete, sign, and submit to the DMV with the final invoice for payment at DMVASDSBDVBEADVOCATE@dmv.ca.gov, a **Prime Contractor's Certification - DVBE Subcontracting Report (STD 817)** certifying all of the following:

(1). The total dollar amount the Contractor received under this Agreement.

(2). This Agreement number and the name, address, and certification ID number of all DVBE subcontractors that participated in the performance of this Agreement.

(3). The total dollar amount and percentage of this Agreement's total dollar amount the Contractor committed to each DVBE subcontractor.

(4). The total dollar amount the Contractor paid each DVBE subcontractor.

(5). That all payments under this Agreement have been made to the DVBE subcontractor(s).

(6). The actual percentage of DVBE participation that was achieved. Upon request, the Contractor shall provide proof of payment for the work.

C. The DMV will withhold $10,000.00 (or the full dollar amount if less than $10,000.00) from the final payment, until the Contractor complies with the certification requirements above. In the

event the Contractor fails to comply with the certification requirements above, the Contractor shall be allowed to cure the defect after written notice. Notwithstanding any other law, if, after at least 15 calendar days but not more than 30 calendar days from the date of written notice, the Contractor refuses to comply with the certification requirements above, the DMV shall permanently deduct $10,000.00 (or the full dollar amount if less than $10,000.00) from the final payment (Military and Veterans Code Section 999.7).

D. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation (Military and Veterans Code Section 999.5; Government Code Section 14841).

E. The Contractor agrees to comply with the rules, regulations, ordinances, and statutes that apply to the DVBE program as defined in Section 999 of the Military and Veterans Code, including, but not limited to, the requirements of Section 999.5(d).

7. Replacement of DVBE Subcontractor(s)

A. Per Military and Veterans Code Section 999.5, a DVBE subcontractor may only be replaced by another DVBE subcontractor and must be approved by the Department of General Services (DGS).

B. The Contractor's failure to seek a substitution and adhere to the DVBE participation level identified in the Contractor's bid (when applicable) may be cause for termination of this Agreement, recovery of damages under rights and remedies due to the DMV, and penalties outlined in Military and Veterans Code Section 999.9; Public Contract Code Section 10115.10, or Public Contract Code Section 4110.

8. DVBE Subcontractor Invoices

A. To ensure that DVBE participation is applied correctly, all DVBE subcontractor invoices submitted to the Contractor must include this Agreement number.

The remainder of this page is intentionally left blank.

EXHIBIT F
ONE-TIME LANDSCAPE CLEANUP SERVICE LOG

SERVICE DATE: _____ DMV OFFICE LOCATION: _____

CONTRACT #: _____ CONTRACTOR NAME: _____

BI-WEEKLY LANDSCAPE MAINTENANCE SERVICE	INITIALS	COMMENTS
Performed all Bi-Weekly Landscape Maintenance Service Tasks (Attach completed Exhibit G, Bi-Weekly Landscape Maintenance Service Log)		
ONE-TIME LANDSCAPE CLEANUP SERVICE	**INITIALS**	**COMMENTS**
Performed weed abatement, removed flammable debris, and cut vegetation near structures.		
Cleared the entire property of overgrown vegetation, undergrowth, underbrush, stumps, dry grass, and flammable debris.		
Removed weeds from fence lines, trimmed shrubs to safe heights, and ensured no dead vegetation was left near structures or pathways.		
Removed all weeds and debris from the entire DMV property and the five (5) foot perimeter area bordering the DMV property line.		
Replenished or applied soil, topsoil, or mulch where needed.		
Backfilled and filled in holes and eroded/thin areas with dirt, soil, or topsoil to bring back to proper grade.		

DMV PROJECT MANAGER (OR DESIGNEE):

Printed Name: _____ Signature: _____ Date: _____

The remainder of this page is intentionally left blank.

EXHIBIT G
BI-WEEKLY LANDSCAPE MAINTENANCE SERVICE LOG

SERVICE DATE: _____ DMV OFFICE LOCATION: _____

CONTRACT #: _____ CONTRACTOR NAME: _____

LAWNS	INITIALS	COMMENTS
Mowed all lawn areas to a uniform height for the type of grass, region, and season.		
Defined edges along sidewalks, driveways, and planting beds.		
Trimmed grass in areas inaccessible by mower.		
Removed clippings and debris from hard surfaces		
Removed weeds from turf.		
SHRUBS, BUSHES, GROUND COVER, AND CLIMBING VEGETATION	**INITIALS**	**COMMENTS**
Maintained shrubs and bushes at maximum height of 36”		
Performed minimum 12” skirting to raise the canopy of bushes and shrubs to promote airflow and prevent pest harborage		
Pruned shrubs 24” back from walls or pavement.		
Removed undergrowth and underbrush.		
Trimmed ground cover to prevent overgrowth into pathways and structures and ensured ground cover does not exceed 12” in height		
Maintained climbing vegetation to prevent contact with other plants, trees, vertical structures, roofs, and windows.		
Removed climbing vegetation from tree trunks and from established shrubs and bushes.		
Ensured plants do not overhang curbs, sidewalks, parking spaces, driveways, doorways, and windows.		
Thinned out overcrowded plants to promote healthy growth and proper spacing.		
Removed leaf litter, dead vegetation, and debris from planter beds and within vegetation manually or by raking.		
Pruned vegetation in a manner consistent with the natural form of the plant to remove cross branches, improve structural integrity, influence flowering, improve light and air penetration, de-sucker, remove dead or diseased limbs, improve appearance, and control size. Ensured adequate clearance so plant limbs and/branches do not touch the ground.		
Deep soaked new plants unless local soil and moisture condition dictates otherwise for good growth **(if applicable)**.		
Removed weeds in a manner that did not injure ground cover or inhibit health and growth.		
Replaced plants that died or became unhealthy (excluding annual color-spots) **(if applicable)**.		
Planted replacement plants provided by the DMV for plants that were missing **(if applicable)**.		

BI-WEEKLY LANDSCAPE MAINTENANCE SERVICE LOG (Continued)

TREES	INITIALS	COMMENTS
Pruned and trimmed branches or limbs up to eight feet (8') from the ground.		
Cleared branches and limbs 24" to 36" away from buildings and other structures.		
Removed dead, damaged, or diseased branches.		
Removed sucker growth at or below soil level.		
Manually watered trees with no irrigation system **(if applicable)**.		
Ensured tree limbs and branches do not overhang curbs, sidewalks, parking spaces, driveways, doorways, and windows to prevent safety and security hazards.		
Supplied, repositioned, and/or maintained tree supports to prevent tree damage. Removed supports for trees that have become self-supporting **(if applicable)**.		
Deep soaked new trees unless local soil and moisture condition dictate otherwise for good growth **(if applicable)**.		
HARDSCAPE AREAS	**INITIALS**	**COMMENTS**
Used portable blower to remove debris from hardscape areas.		
Removed weeds, trash, leaves, and debris from hardscape areas. Removed vegetation planted directly against vertical structures.		
Removed vegetation, weeds, and debris within 24" of walls, fences, and vertical structures.		
CULTIVATION	**INITIALS**	**COMMENTS**
Maintained soil in a loose, friable condition. Replenished topsoil and filled-in holes to bring soil level back to original grade if ground is uneven.		
Loosened compacted soil around planting beds to improve water infiltration and root health.		
Aerated soil as needed to maintain soil structure.		
Graded away areas of soil and pavement directly adjacent to buildings and retaining walls to prevent water from pooling.		
WASTE HAULING AND DISPOSAL	**INITIALS**	**COMMENTS**
Collected and removed all trimmings, fallen leaves, pine needles, weeds, pinecones, loose limbs and branches, stumps, trash, and debris waste from landscape, hardscape, planter beds, curbs, storm drains, gutters, catch basins, holes, and ditches.		
Hauling away and disposing of all waste offsite in accordance with any and all local, city, county, state, and federal laws and regulations.		
Ensured that waste was not disposed of on DMV property, not disposed of in DMV waste collection bins, and not disposed of on neighboring properties.		
IRRIGATION SYSTEM AND WATERING	**INITIALS**	**COMMENTS**
Tested each irrigation zone and controller/timer to ensure all equipment and parts are working correctly.		
Informed the DMV Project Manager (or their designee) of broken sprinkler-head, shrub-head, riser, or nozzle parts and installed DMV provided replacements **(if applicable)**.		
Immediately turned-off water and informed the DMV Project Manager (or their designee) of any missing, damaged, or defective irrigation system parts (e.g., mainline valves, controllers/timers, or PVC pipes) **(if applicable)**.		

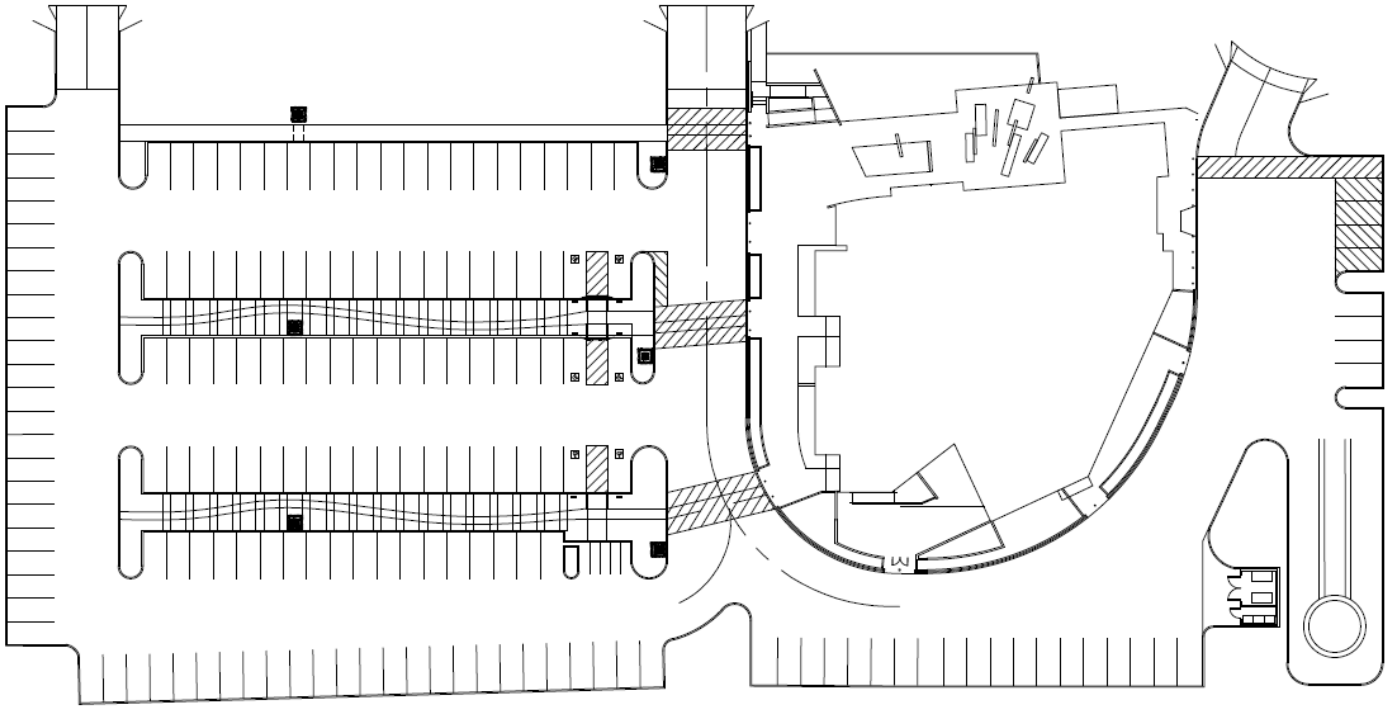
BI-WEEKLY LANDSCAPE MAINTENANCE SERVICE LOG (Continued)		
IRRIGATION SYSTEM AND WATERING (Continued)	**INITIALS**	**COMMENTS**
Ensured watering cycles are compliant with all local ordinances regarding watering times and cause the least inconvenience to building occupants and visitors.		
Cleaned, adjusted, and maintained sprinkler heads at a proper height to prevent runoff of excess water and ensure that lawns, ground covers, shrubs, and trees are always adequately and evenly watered.		

DMV PROJECT MANAGER (OR DESIGNEE):

Printed Name: _____Signature: _____Date: _____

The remainder of this page is intentionally left blank.

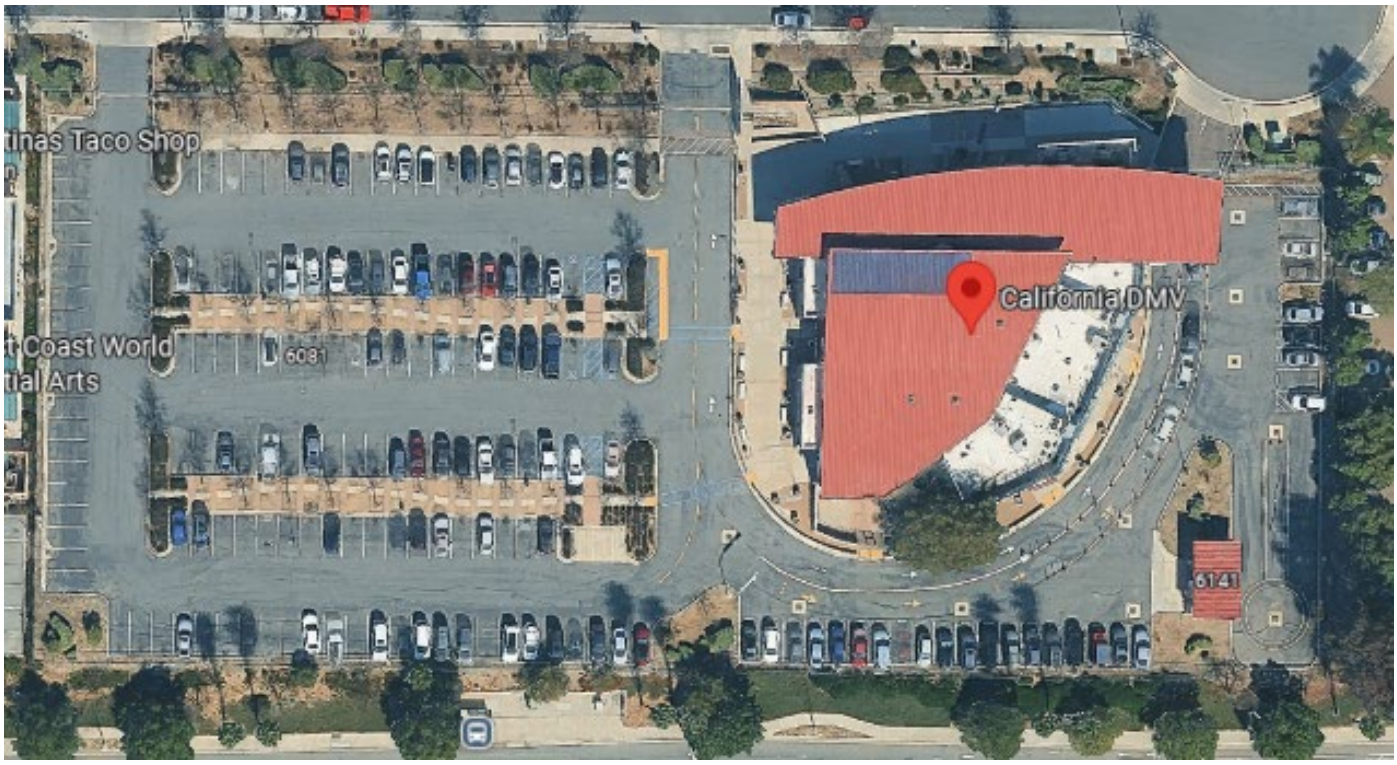
EXHIBIT H
PROPERTY SITE PLAN



F405-SAN YSIDRO SITE PLAN

6111 Business Center Court, San Diego 92154

SCALE: NOT TO SCALE



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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 * – Disabled Veteran Business Enterprise (DVBE) Participation Forms and Instructions
  - ☐ STD 843 – Disabled Veteran Business Enterprise Declarations
  - ☐ DVBE Subcontractor Agreement

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. I have read and understand the DVBE participation requirements.

D. 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.** PUC LICENSE NUMBER CAL-T:	**13.** ADDITIONAL REQUIRED LICENSES/CERTS:

14. Is this company certified by the Department of General Services, Office of Small Business and Disabled Veteran Business Enterprises Services (OSDS) as any of the following:

A. SMALL BUSINESS ENTERPRISE? (☐ YES* ☐ NO) → *If **"YES"**, enter certification number: _____

B. DISABLED VETERAN BUSINESS ENTERPRISE? (☐ YES* ☐ NO) → *If **"YES"**, enter certification number: _____

C. If an application for certification is pending, what date was the application submitted to the OSDS? → _____

***** Provide proof of your certification via a printout from the DGS/OSDS Cal eProcure website if either **A** or **B** above is checked **"YES"**.

BIDDER'S AUTHORIZED REPRESENTATIVE	
15. NAME (Print):	**16.** TITLE:
17. SIGNATURE:	**18.** DATE:

COMPLETION INSTRUCTIONS FOR BID/BIDDER CERTIFICATION SHEET

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

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

ATTACHMENT 2

COST SHEET

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

It is unlawful for any person engaged in business within this State 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, 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 below.

A.	**LANDSCAPE CLEANUP AND MAINTENANCE SERVICES**					
ITEM #	**DESCRIPTION**	**COST PER SERVICE**		**TOTAL NUMBER OF SERVICES**		**TOTAL COST**
A1	One-Time Landscape Clean-Up Service	$_____	x	1	=	$_____
A2	Bi-Weekly Landscape Maintenance Service	$_____	x	78	=	$_____
A3	**TOTAL COST FOR LANDSCAPE CLEANUP AND MAINTENANCE SERVICES (SUM OF A1+A2)**				**=**	**$_____ (Basis of Award)**

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

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

BIDDER CERTIFICATION

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

COMPANY NAME: _____

AUTHORIZED BIDDER'S NAME (PLEASE PRINT): _____

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

The remainder of this page is intentionally left blank.

ATTACHMENT 3

PAYEE DATA RECORD *(Read Before Completing)*

1. The State of California requires parties entering into business transactions that may lead to payment(s) from the State to provide their Federal Employer's Identification Number (FEIN). This is required by the State Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and facilitate the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a). If your entity type is Individual or Sole Proprietor, your FEIN is your Social Security Number (SSN). If a completed Payee Data Record (STD 204) is not furnished, federal law requires payments be subject to 28% withholding and California state law requires an additional 7% be withheld. Furthermore, state law can impose noncompliance penalties of up to $20,000. Please note the following:

   A. When completing the "Payee's Legal Business Name" in Section 1 of the STD 204, please ensure the business name is the exact name printed on all invoices submitted to DMV for payment. If you have several business names, enter the name that will be printed on the invoice as the "Payee's Legal Business Name".

   B. In Section 2 under the corporation category, "Legal" refers to an attorney, law office, etc. This box does not indicate that you are legally in business. Unless your business is related to providing legal services, please mark one of the other appropriate boxes.

   C. In addition, if your business has a name change, you will be required to initiate the paperwork for an amendment to any active contracts. Any amendments for name changed must be fully executed prior to invoicing the DMV with the new name.

2. You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the Business Services Unit at (916) 657-7771, or the Accounts Payable Unit at (916) 657-6505.

The remainder of this page is intentionally left blank.

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

Section 1 – Payee Information

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

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

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

CITY, STATE, ZIP CODE	E-MAIL ADDRESS

Section 2 – Entity Type

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

- ☐ **SOLE PROPRIETOR / INDIVIDUAL**
- ☐ **SINGLE MEMBER LLC** *Disregarded Entity owned by an individual*
- ☐ **PARTNERSHIP**
- ☐ **ESTATE OR TRUST**

CORPORATION (see instructions on page 2)

- ☐ **MEDICAL** *(e.g., dentistry, chiropractic, etc.)*
- ☐ **LEGAL** *(e.g., attorney services)*
- ☐ **EXEMPT** *(e.g., nonprofit)*
- ☐ **ALL OTHERS**

Section 3 – Tax Identification Number

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

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

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

___ ___ ___ -___ ___ - ___ ___ ___ ___

OR

Federal Employer Identification Number (FEIN)

___ ___ - ___ ___ ___ ___ ___ ___ ___

Section 4 – Payee Residency Status (See instructions)

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

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

☐No services performed in California

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

Section 5 – Certification

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

NAME OF AUTHORIZED PAYEE REPRESENTATIVE	TITLE	E-MAIL ADDRESS

SIGNATURE	DATE	TELEPHONE *(include area code)*

Section 6 – Paying State Agency

Please return completed form to:

STATE AGENCY/DEPARTMENT OFFICE	UNIT/SECTION

MAILING ADDRESS	FAX	TELEPHONE *(include area code)*

CITY	STATE	ZIP CODE	E-MAIL ADDRESS

PAYEE DATA RECORD

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

GENERAL INSTRUCTIONS

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

Information provided in this form will be used by California state agencies/departments to prepare Information Returns (Form1099).
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 signee may differ from the tax liable party in this situation if the signee 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 X _____	**DATE**	**TELEPHONE** *(Include area code)*

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

COMBINED % TOTAL MUST EQUAL 100%

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 (≥ 25% combined) in Section C above. Bidders claiming a Non-SB Preference cannot displace an award to a DGS, OSDS certified SB or MB.

E. BIDDER'S AUTHORIZED REPRESENTATIVE

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

ATTACHMENT 5

DARFUR CONTRACTING ACT

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

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

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

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

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

OR

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

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

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

OR

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

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

CERTIFICATION FOR #3

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

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

ATTACHMENT 6

CALIFORNIA DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION REQUIREMENT AND INCENTIVE

1. Authority

A. The Disabled Veteran Business Enterprise (DVBE) Participation Goal Program for state contracts is established in Public Contract Code Section 10115 et seq., Military and Veterans Code Section 999 et seq., and California Code of Regulations, Title 2, Division 2, Chapter 3, Subchapter 10.5, Article 1, Section 1896.60 et seq.

B. Only DVBEs certified by the California Department of General Services (DGS), Office of Small Business and DVBE Services (OSDS), who perform a Commercially Useful Function (CUF) relevant to this solicitation, shall be used to satisfy the DVBE goals. As defined in Military and Veterans Code Section 999 and California Code of Regulations, Title 2, Division 2, Chapter 3, Subchapter 10.5, Article 2, Section 1896.71, a person or an entity is deemed to perform a CUF if a person or entity does all of the following:

(1). Is responsible for the execution of a distinct element of the work of the contract.

(2). Carries out the obligation by actually performing, managing, or supervising the work involved.

(3). Performs work that is normal for its business services and functions.

(4). Is responsible, with respect to products, inventories, materials, and supplies required for the contract, for negotiating price, determining quality and quantity, ordering, installing, if applicable, and making payment.

(5). Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.

C. A contractor, subcontractor, or supplier will not be considered to perform a CUF if the contractor's, subcontractor's, or supplier's role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DVBE participation.

D. **Bidder must verify each DVBE subcontractor/supplier certification with DGS/OSDS to ensure DVBE participation eligibility prior to submitting a bid**.

2. DVBE Participation Requirement

A. The DVBE participation requirement has been waived for this solicitation.

3. DVBE Participation Incentive

A. In accordance with Section 999.5 of the Military and Veterans Code, a bid incentive will be given to bidders who provide DVBE participation. For evaluation purposes only, the DMV shall apply a bid incentive to bids that propose California certified DVBE participation as identified on Attachment 4, Bidder Declaration & Subcontractor/Supplier List. The bid incentive amount for awards based on lowest bid will vary in conjunction with the percentage of DVBE participation. The following bid incentive percentages will apply:

DVBE PARTICIPATION COMMITMENT PERCENTAGE	BID INCENTIVE PERCENTAGE
5.00% and greater	5%
4.00% - 4.99%	4%
3.00% - 3.99%	3%

NOTE: The DVBE Participation Incentive cannot displace a direct award to a California certified Small Business or a California certified Micro Business.

4. Resources and Information

A. For assistance regarding the DVBE participation requirement and/or incentive, please contact the DMV's DVBE Advocate at (916) 657-8773 regarding this solicitation. To locate certified DVBEs and obtain additional information regarding the DVBE program, please refer to the DGS/OSDS website at http://www.dgs.ca.gov or contact the DGS/OSDS by telephone at (916) 375-4940.

5. Required Documents

A. Bidder shall document the DVBE participation commitment by completing and submitting all of the following documents with their bid:

(1). **Bidder Declaration & Subcontractor/Supplier List (Attachment 4)** included in this solicitation. Failure to complete and submit the Bidder Declaration & Subcontractor/Supplier List included in this solicitation may render your bid non-responsive.

(2). **STD 843** included in this Attachment. Failure to complete and submit the STD 843 included in this Attachment may render your bid non-responsive.

(3). **DVBE Subcontractor Agreement** included in this Attachment. Bidder shall submit a completed DVBE Subcontractor Agreement for each DVBE subcontractor identified in the bid. Only the bidder shall fill out this Agreement and either mail, fax, or email the Agreement to the selected DVBE(s) for signature. Each DVBE Subcontractor Agreement will include: the term of intended subcontract with the DVBE, anticipated dates the DVBE will perform required work, rate and conditions of payment, the percentage of the entire contract amount that will be committed to the DVBE, and the description of services and/or goods to be performed/supplied by the DVBE subcontractor. If further verification is necessary, the DMV will obtain additional information to verify the above requirements. Failure to submit a DVBE Subcontractor Agreement for each DVBE subcontractor identified may render your bid non-responsive.

(4). **Proof of DVBE Certification** for each DVBE subcontractor identified on the Bidder Declaration & Subcontractor/Supplier List (Attachment 4) via a printout from the DGS/OSDS Cal eProcure website.

6. Replacement of DVBE Subcontractor(s)

A. Bidder understands and agrees that should award of the contract be based in part on a commitment to use the DVBE subcontractor(s) identified in their bid, per Military and Veterans Code Section 999.5, a DVBE subcontractor may only be replaced by another DVBE subcontractor and must be approved by the Department of General Services (DGS).

B. Failure to seek a DVBE substitution when necessary and adhere to the DVBE participation level identified in the bid may be cause for contact termination, recovery of damages under rights and remedies due to the DMV, and penalties outlined in Military and Veterans Code Section 999.9, and Public Contract Code Section 10115.10, or Public Contract Code Section 4110 (applies to public works only).

7. DVBE Subcontractor Participation Reporting Requirements

A. Contractors that make a commitment to achieve DVBE subcontractor participation for a contract shall download from www.dgs.ca.gov, complete, sign, and submit to the DMV with the final invoice for payment, a **Prime Contractor's Certification - DVBE Subcontracting Report (STD 817)** certifying all of the following:

(1). The total dollar amount the contractor received under the contract.

(2). The Agreement number and the name, address, and certification ID number of all DVBE subcontractors that participated in the performance of the contract.

(3). The total dollar amount and percentage of the contract's total dollar amount the contractor committed to each DVBE subcontractor.

(4). The total dollar amount the contractor paid each DVBE subcontractor.

(5). That all payments under the contract have been made to the DVBE subcontractor(s).

(6). The actual percentage of DVBE participation that was achieved. Upon request, the contractor shall provide proof of payment for the work.

B. The DMV will withhold $10,000.00 (or the full dollar amount if less than $10,000.00) from the final payment, until the contractor complies with the certification requirements above. A contractor that fails to comply with the certification requirements above shall, after written notice, be allowed to cure the defect. Notwithstanding any other law, if, after at least 15 calendar days but not more than 30 calendar days from the date of written notice, a contractor refuses to comply with the certification requirements above, the DMV shall permanently deduct $10,000.00 (or the full dollar amount if less than $10,000.00) from the final payment (Military and Veterans Code Section 999.7).

C. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation (Military and Veterans Code Section 999.5; Government Code Section 14841).

D. A contractor shall comply with the rules, regulations, ordinances, and statutes that apply to the DVBE program as defined in Section 999 of the Military and Veterans Code, including, but not limited to, the requirements of Section 999.5(d).

8. DVBE Subcontractor Invoices

A. To ensure that DVBE participation is applied correctly, all DVBE subcontractor invoices submitted to the contractor shall include the contract number.

The remainder of this page is intentionally left blank.

STATE OF CALIFORNIA – DEPARTMENT OF GENERAL SERVICES, PROCUREMENT DIVISION

DISABLED VETERAN BUSINESS ENTERPRISE DECLARATIONS

STD. 843 (Rev. 5/2006)

Instructions: The disabled veteran (DV) owner(s) and DV manager(s) of the Disabled Veteran Business Enterprise (DVBE) must complete this declaration when a DVBE contractor or subcontractor will provide materials, supplies, services or equipment [Military and Veterans Code Section 999.2]. Violations are misdemeanors and punishable by imprisonment or fine and violators are liable for civil penalties. All signatures are made under penalty of perjury.

SECTION 1

Name of Certified DVBE: _____ DVBE Ref. Number: _____

Description (materials/supplies/services/equipment proposed): _____

_____

Solicitation/Contract Number: _____ SCPRS Ref. Number: _____
(For State Use Only)

SECTION 2

APPLIES TO ALL DVBEs. Check only one box in Section 2 and provide original signatures.

☐ I (we) declare that the DVBE is not a broker or agent as defined in Military and Veterans Code Section 999.2 (b), of materials, supplies, services or equipment listed above. Also complete Section 3 below if renting equipment.

☐ Pursuant to Military and Veterans Code Section 999.2 (f), I (we) declare that the DVBE is a broker or agent for the principal(s) listed below or on an attached sheet(s). (Pursuant to Military and Veterans Code 999.2 (e), *State funds expended for equipment rented from equipment brokers pursuant to contracts awarded under this section shall not be credited toward the 3-percent DVBE participation goal.)*

All DV owners and manager of the DVBE **(attach additional pages with sufficient signature blocks for each person to sign)**:

(Printed Name of DV Owner/Manager)	(Signature of DV Owner/Manager)	(Date Signed)
(Printed Name of DV Owner/Manager)	(Signature of DV Owner/Manager)	(Date Signed)

Firm/Principal for whom the DVBE is acting as a broker or agent: _____
(If more than one firm, list on extra sheets.) (Print or Type Name)

Firm/Principal Phone: _____ Address: _____

SECTION 3

APPLIES TO ALL DVBE'S THAT RENT EQUIPMENT AND DECLARE THE DVBE IS NOT A BROKER.

☐ Pursuant to Military and Veterans Code Section 999.2 9 (c), (d), and (g), I am (we are) the DV(s) with at least 51% ownership of the DVBE, or a DV manager(s) of the DVBE. The DVBE maintains certification requirements in accordance with Military and veteran Code Section 999 et seq.

☐ The undersigned owner(s) own(s) at least 51% of the quantity and value of each piece of equipment that will be rented for use in the contract identified above. I (we), the DV owners of the equipment, have submitted to the administering agency my (our) personal federal tax return(s) at time of certification and annually thereafter as defined in *Military and Veterans Code* 999.2, subsections (c) and (g). *Failure by the disabled veteran equipment owner(s) to submit their personal federal tax return(s) to the administering agency as defined in Military and Veterans Code 999.2, subsections (c) and (g), will result in the DVBE being deemed an equipment broker.*

Disabled Veteran Owner(s) of the DVBE **(attach additional pages with signature blocks for each person to sign)**:

(Printed Name)	(Signature)	(Date Signed)
(Address of Owner)	(Telephone)	(Tax ID Number of Owner)

Disabled Veteran Manager(s) of the DVBE **(attach additional pages with signature blocks for each person to sign)**:

(Printed Name of Manager)	(Signature of Manager)	(Date Signed)

DVBE SUBCONTRACTOR AGREEMENT

PART A: NAMED PARTIES

This Agreement is entered into between Contractor: _____, hereinafter referred
(Contractor Name)

to as *Bidder*, and DVBE subcontractor: _____, hereinafter referred
(DVBE Subcontractor Name)

to as *Subcontractor*, on: _____, consisting of the following conditions:
(Date)

1. Bidder has bid or intends to bid on a solicitation issued by the State of California, Department of Motor Vehicles, hereinafter referred to as ***DMV***. The DMV will enter into a contract (the primary agreement) with the Bidder **if** the Bidder is awarded the contract.

2. Bidder has proposed the Subcontractor as a disabled veteran business enterprise subcontractor in the bid; and Bidder intends to employ the subcontractor to perform certain work or services under the primary agreement if the Bidder is awarded the DMV contract.

3. Subcontractor intends to provide certain work or services or products/goods under the primary agreement if the contract is awarded to the Bidder.

PART B:

The State requires the Bidder to provide, prior to the contract award, a written agreement signed by the Bidder and each disabled veteran business enterprise subcontractor proposed by the Bidder in the bid proposal submitted to the State, to include certain terms and conditions specified below. These written agreements shall become null and void if the Bidder is not awarded a contract as result of this bid invitation.

Bidder and the Subcontractor agree that, in the event the DMV awards the primary agreement to the Bidder, the Bidder will employ the Subcontractor to provide goods and/or services in accordance with the following terms and conditions:

1. The term of this Agreement is: _____. The parties estimate that the goods and/or services will be provided/performed by the Subcontractor within the contract term.

2. The parties estimate that the goods and/or services will be provided/performed by the Subcontractor commencing on: _____ / _____ / _____ and completed by: _____ / _____ / _____

3. The rate and conditions of payment by the Bidder to the Subcontractor are:

   _____

4. The percentage of the entire primary contract to be awarded to the Subcontractor is: _____%.
   (Must commit at least 3% of the entire bid amount unless otherwise specified within the solicitation.)

5. Description of services and/or goods to be performed/supplied by the DVBE Subcontractor:

   _____
   (Attach Additional Sheets If Necessary)

This Agreement has been executed by the parties identified below:

Bidder's Company Name:		Subcontractor's Company Name:	
By (Authorized Signature):	Date Signed:	By (Authorized Signature):	Date Signed:
Printed Name and Title of Person Signing:		Printed Name and Title of Person Signing:	

DVBE PROGRAM REQUIREMENTS SUPPLIER CHECKLIST

Please do not submit this checklist with your bid. It is provided for your use only. Checking every box of your elected compliance option does not guarantee that your bid will be evaluated compliant.

ITEM

- ☐ Bidder Declaration & Subcontractor/Supplier List included with bid.
- ☐ STD 843 included with bid.
- ☐ Attached completed DVBE Subcontractor Agreement(s) (Note: If you are a certified DVBE bidder, this is only applicable if you intend to utilize a DVBE subcontractor).
- ☐ Listed at least one California certified DVBE subcontractor.
- ☐ Checked the box(es) for "Yes".
- ☐ Listed specific goods and/or services DVBE(s) agrees to provide.
- ☐ Proposed DVBE contract performance is a "commercially useful function" relevant to the contract.
- ☐ Listed the percentage of contract for the DVBE's participation.
- ☐ Proposed DVBE participation meets the 3% requirement (unless a different percentage is specified).
- ☐ Provided proof of DVBE certification for each DVBE identified via a printout from the DGS/OSDS Cal eProcure website.

The remainder of this page is intentionally left blank.