

DEPARTMENT OF MOTOR VEHICLES

ADMINISTRATIVE SERVICES DIVISION

P.O. BOX 932382

SACRAMENTO, CA 94232-3820

**26-061 REBID#2****INVITATION FOR BID****Notice to Prospective Bidders**

August 21, 2026

You are invited to review and respond to this Invitation for Bid (IFB) entitled 26-061 REBID#2 – Warehousing, Transporting, Preparing, and Mailing of Vehicle/Trailer License Plates, Disabled Person Placards, Off Highway Vehicle (OHV) Sticker License Plates, Partial Year Registration (PYR), Commercial Vehicle Registration Act (CVRA) Decals, Registration Certificates, and Identification (ID) Cards. 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:

Jennifer Fong
Department of Motor Vehicles
Phone: (916) 818-2854
Email: Jennifer.Fong@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.

Jennifer Fong

Contract Administrator

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BIDDER REQUIREMENTS AND INFORMATION

1. Purpose and Description of Services

- A. The Department of Motor Vehicles (DMV) is soliciting bids for the purpose of warehousing, transporting, preparing, and mailing services of vehicle/trailer license plates, disabled person placards, off highway vehicle (OHV) sticker license plates, Partial Year Registration (PYR), Commercial Vehicle Registration Act (CVRA) decals, registration certificates, and identification (ID) cards. Term: Thirty-six (36) months with two (2), one (1) year options to extend. (see Schedule of Events for proposed start date of contract). See Exhibit A, Scope of Work, for a complete description of services.

2. Bidder Qualifications

- A. The bidder's established place of business and all work must be performed within a twenty-five (25) mile radius of DMV Headquarters in Sacramento, (2415 First Avenue, Sacramento, CA 95818).
- B. The bidder must be capable of providing a secured facility with a minimum of 3,000 square feet for storing DMV property and performing services (see Exhibit A, Scope of Work, in this IFB for requirements). The bidder shall provide with their bid, documentation of ownership or lease agreement for the facility to be utilized, or evidence of a potential lease agreement for the facility to be utilized in the event the bidder is awarded the contract. For a leased facility, the lease term shall cover the proposed contract term. In the event the bidder is awarded the contract, the DMV reserves the right to inspect the bidder's facility within five (5) DMV business days after contract award.
- C. The bidder must possess transport vehicles as specified in Exhibit A, Scope of Work, of this IFB. In the event the bidder is awarded the contract, the DMV reserves the right to inspect the bidder's transport vehicles within five (5) DMV business days after contract award.
- D. The bidder shall provide with their bid, a resume that lists the bidder's qualifications, skills, certifications, professional experience, and references, and demonstrates the bidder's ability and experience to perform the required services.
- E. 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.
- F. All contractor personnel that will be utilized to perform services under the contract shall undergo and clear a background check prior to performing any services under the contract. Background checks shall be processed by an authorized Department of Justice (DOJ) Live Scan site. All contractor personnel that fail to pass the background check shall be banned from performing any services under the contract, and the contractor shall propose replacement personnel immediately. When requested by the contractor, the DMV will provide contractor personnel with authorized DOJ Live Scan services at DMV Headquarters in Sacramento, CA at no cost to the contractor's personnel, unless the DMV no longer offers the services to contractors. In the event the DMV no longer offers the services to contractors or the contractor elects to have contractor personnel obtain authorized DOJ Live Scan services at any other location, the contractor shall be responsible for any costs incurred to complete background checks at other locations. The Contractor shall work with the DMV Project Manager(s) and/or Contract Coordinator specified in the contract to ensure that background checks have been completed and approvals have been provided by the DMV's Human Resources Branch.

- G. The awarded contractor shall obtain a valid Motor Carrier Permit issued by the California DMV prior to approval of the contract. The awarded contractor's Motor Carrier Permit shall be in good standing through the term of the contract.

3. Schedule of Events

<u>Event</u>	<u>Date</u>	<u>Time</u>
(1). IFB available to prospective bidders:	08/21/26	N/A
(2). Written questions regarding IFB are due by: (Note: See additional info in Section 4.)	09/04/26	3:00 PM
(3). Written responses to questions released by:	09/16/26	3:00 PM
(4). Final date for bid submission: (Note: See additional info in Section 5.)	09/23/26	N/A
(5). Date of bid opening: (Note: See additional info in Section 6.)	09/24/26	9:00 AM
(6). Proposed start date of contract:	11/01/26 or upon contract approval	N/A

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 # 26-061 REBID#2 for Jennifer Fong for Warehousing, Transportation, Preparation, and Mailing Services Due: September 23, 2026 by 11:59 PM**
 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, fax, 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, fax, 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. Automobile Liability

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

3. Crime Insurance

- A. Coverage shall provide limits of not less than \$1,000,000.00 or the combined total of the daily liability amounts for all DMV offices included in the contract, whichever is greater, to protect the money and securities of the DMV from employee theft, forgery or alteration, and inside/outside theft of money and securities while it is in the care, custody, or control of the awarded contractor.
- B. The insurance policy shall include the following additional insured endorsement that shall be under form acceptable to DGS, ORIM:
 - (1). The State of California, its officers, agents and employees are included as additional insured, but only with respect to work performed for the State of California.
- C. The awarded contractor's crime insurance policy shall name the DMV as loss payee. The awarded contractor shall provide a loss payable endorsement with the certificate of insurance.

4. 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.

(3). Performance Bond

- a. The awarded contractor shall provide a performance bond equal to thirty percent (30%) of the total amount payable under the contract guaranteeing faithful performance of the work. The performance bond shall be issued by a corporate surety authorized to transact a general surety business in the State of California.

(4). Motor Carrier Permit

- a. The awarded contractor shall provide a valid Motor Carrier Permit issued by the California DMV.

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>.
- (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).
- (3). Target Area Contract Preference Act (TACPA) **(Only applicable if the lowest bid received exceeds \$100,000.00.)**
 - a. TACPA preference information can be found at the following internet web site:
<http://www.dgs.ca.gov> (Note: Only California certified Small Business bidders and California certified Micro Business bidders can use a TACPA preference to displace another California certified Small Business bidder or California certified Micro Business bidder).

15. Bid Incentive(s)

A. The following incentive is applicable to this IFB:

- (1). Disabled Veteran Business Enterprise (DVBE) Participation Incentive
 - a. 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.

The remainder of this page is intentionally left blank.

DO NOT COMPLETE OR SUBMIT WITH YOUR BID!

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

SCO ID:

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

CONTRACTING AGENCY NAME

Department of Motor Vehicles

CONTRACTOR NAME

2. The term of this Agreement is:

START DATE

THROUGH END DATE

3. The maximum amount of this Agreement

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement:

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

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

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

CONTRACTOR

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

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

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

EXEMPTION (If Applicable)

EXHIBIT A

SCOPE OF WORK

1. **Contractor's Full Business Name** (to be completed by the DMV), hereinafter referred to as the Contractor, agrees to provide the Department of Motor Vehicles (DMV) all labor, tools, materials, equipment, and travel necessary to provide facilities for warehousing, transporting, preparing, and mailing of vehicle/trailer license plates, disabled person placards, off highway vehicle (OHV) sticker license plates, partial year registration (PYR) decals, Commercial Vehicle Registration Act (CVRA) decals, registration certificates, and identification (ID) cards for the term of this Agreement.
2. The services shall be performed at the Contractor's established place of business, and all work shall be performed within a twenty-five (25) mile radius of the DMV Headquarters in Sacramento (2415 First Avenue, Sacramento, CA 95818) throughout the term of this Agreement.
3. Materials shall be picked up at the DMV locations identified below:
 - A. DMV Mail Support Services Unit: **2415 First Avenue, Sacramento, CA 95818**
 - B. DMV Supply Warehouse: **4201 Sierra Point Drive, Sacramento, CA 95834**
4. **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.
5. The Mail Presort contractor shall pick up from the Contractor prepared mail as indicated in this Exhibit.
6. The services shall be provided Monday through Friday, except state holidays, and as stipulated within this scope of work. The DMV Mail Support Services Unit hours of operation are 6:00 a.m. to 5:00 p.m. The DMV Supply Warehouse hours of operation are 7:00 a.m. to 3:00 p.m.
7. The Project Managers during the term of this Agreement shall be:

Department of Motor Vehicles

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

Contractor Name (TBD)

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

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

Department of Motor Vehicles

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

Contractor Name (TBD)

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

9. Other DMV contacts:

Forms and Accountable Items Section (FAIS)

Name: **TBD**

Phone: TBD

Email: TBD

Mail Support Services Unit

Name: **TBD**

Phone: TBD

Email: TBD

DMV Supply Warehouse

Name: **TBD**

Phone: TBD

Email: TBD

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

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

A. **Contract Transition**

- (1). The first four (4) weeks and the last four (4) weeks of this Agreement term are hereby identified as "Contract Transition" for transitioning the performance of services under existing agreements to new agreements with different contractors (when applicable) in order to prevent service interruptions.
 - a. During the first four (4) weeks of this Agreement term, the Contractor agrees to transition the performance of services required under this Agreement from other contractors under existing agreements when applicable.
 1. The Contractor's first invoice shall be pro-rated in accordance to the actual date the Contractor began performing services at an office following completion of transition.
 - b. During the last four (4) weeks of this Agreement term, the Contractor agrees to transition the performance of services required under this Agreement to other contractors under other agreements when applicable.
 1. The Contractor shall continue to provide services at an office under this Agreement until transition to another contractor under another agreement has been completed or the contract expires, whichever occurs first.
 2. The Contractor's last invoice shall be pro-rated in accordance to the actual date the Contractor stopped performing services at an office following completion of transition.

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B. CONTRACTOR RESPONSIBILITIES

(1). Contractor Facility Requirements

- a. The Contractor shall provide the DMV documentation of ownership or lease agreement of the facility to be used during the term of this Agreement. The lease term shall cover the Agreement service period.
- b. The DMV reserves the right to inspect the facility. Any breach of security as specified in this Agreement or Contractor's noncompliance with facility requirements shall be cause for immediate termination of this Agreement.
- c. The Contractor shall provide a secure facility with a minimum of 3,000 square feet to accommodate the workload and to allow efficient processing of the work covered in the Agreement.
- d. The Contractor's facility shall be secured at all times, allowing only authorized personnel access to the equipment during processing of any mail covered under this Agreement.
- e. The Contractor's facility shall be fully lockable, with fire and entry alarm systems fully installed and operational throughout the term of this Agreement. The fire and entry alarm systems shall be installed and monitored by a licensed alarm company. Refer to Exhibit E for additional security requirements.
- f. The DMV reserves the right to inspect the Contractor's facility at any time without prior notification throughout the term of this Agreement in order to ensure the security and integrity of the DMV's property.

(2). Contractor Equipment

- a. Forklift - The Contractor shall provide a forklift or comparable equipment to load, unload, and stock the DMV property. The DMV shall not provide equipment for the Contractors' use. The Contractor shall provide the DMV with proof of forklift ownership or lease at any time without prior notification throughout the term of this Agreement. In addition, the Contractor shall allow the DMV to inspect the forklift at any time without prior notification throughout the term of this Agreement. The Contractor shall also provide the DMV with proof that employees utilizing the forklift, or comparable equipment, hold a forklift operators permit in good standing throughout the term of this Agreement.

(3). Vehicle Requirements

- a. The DMV reserves the right to inspect the Contractor's vehicles. The Contractor shall make the proposed primary and backup transport vehicles available for inspection by the DMV Project Manager. Any breach of security as specified in this Agreement or Contractor's noncompliance with vehicle requirements shall be cause for immediate termination of this Agreement.
- b. The transport vehicle shall be of a size that will accommodate all cages, hampers, and/or pallets provided by the DMV or the USPS. The vehicle bed shall be a minimum dock height of forty-eight inches (48") or be equipped with a power lift gate to load and unload the cages, hampers and/or pallets.

- c. The Contractor shall provide equipment necessary to perform the loading and unloading of the cages, hampers, and/or pallets including pallet jacks, walkies, or any other equipment utilized for such purposes. The Contractor shall not be allowed to utilize the DMV equipment at any time for the purpose of fulfilling the obligations of this Agreement.
- d. The transport vehicle shall be lockable from the inside and the outside, large enough to transport the contents, sturdy and reliable to protect the contents from all types of hazardous elements, unauthorized access, and loss.
- e. The Contractor shall allow the DMV personnel to inspect the secured vehicle at any time without prior notification throughout the term of this Agreement.
- f. The secured vehicle shall be appropriately registered, in good standing, and insured. The Contractor shall provide registration and insurance information upon request by the DMV.
- g. In the event that the Contractor's vehicle breaks down, the Contractor shall ensure that the replacement vehicle used is comparable to the required secured vehicle. The transfer of mail to the replacement vehicle shall occur as quickly as practicable, and the delivery under the terms of this Agreement shall be accomplished as expeditiously as possible.
- h. The Contractor shall keep all mail locked in the truck while transporting it to the Contractor's facility, the DMV, and the USPS. During deliveries, any mail left in the vehicle shall be locked in the vehicle. No mail, under any circumstances, may be left in the truck overnight or left unsecured at any time. Violations of this requirement shall constitute cause for immediate termination of the Agreement.

(4). Transport Vehicle Driver

- a. All transport vehicle drivers shall possess a State of California Driver License appropriate for the type of vehicle driven, and the license shall be valid during the term of this Agreement.
- b. The Contractor is required to have a back-up driver available at all times to assume the responsibility of picking-up and delivering the DMV property.
- c. The Contractor shall ensure the security of the DMV property and shall not transport employees or any other individuals unauthorized to fulfill contractual obligations of this Agreement.
- d. Any breach of security as specified in this Agreement or Contractor's noncompliance with driver requirements shall be cause for immediate termination of this Agreement.

(5). Quality Control Program

- a. The Contractor shall have a Quality Control Program in force to strive for one-hundred percent (100%) accuracy in matching and mailing of the DMV property. The DMV reserves the right to require changes to the Contractor's Quality Control Program. The Contractor shall immediately correct all the DMV property found to be mismatched prior to mailing.
- b. The Contractor shall be responsible for ensuring the quality and security of this operation by adhering to standards including, but not limited to, the following:

1. Verify all the DMV property received from the California Correctional Training and Rehabilitation Authority (CALCTRA) and the DMV, checking for correct volumes and content (per box and envelope) with accompanying packing slips and materials.
2. Verify all the DMV property prior to mailing to ensure that all items are matched properly.
3. Account for all the DMV property returned to the DMV.
4. Within ten (10) business days, account for and ensure the security and timely return of all unused, unmatched, or damaged DMV property to the DMV. All such items shall be returned to the DMV's Mail Support Services Unit and shall be documented in writing identifying the item type, year, serial number, quantity, date of return, and reason for return. The Contractor shall provide a signature on all written documentation. One (1) copy of this documentation shall accompany the returned DMV property and a second copy shall be provided to the DMV Project Manager. Failure to adhere to the above requirements may result in termination of the Agreement.

(6). Designated Staff

- a. The Contractor shall designate a Project Manager to act as liaison with the DMV Project Manager in addressing all concerns. The Contractor is responsible for ensuring that the terms and conditions of this Agreement are met to the satisfaction of the DMV. Both the Contractor's Project Manager and DMV Project Manager shall be responsible for providing the day-to-day communication and problem resolution during the term of this Agreement. The Contractor shall provide written notification to the DMV Project Manager within five (5) working days whenever there is a change in Contractor's Project Manager.
- b. The Contractor shall provide fully trained and qualified employees to perform the work specified under this Agreement. The Contractor and their employees may be subject to the DMV security clearance requirements.

(7). Legal Immigrants

- a. The Contractor shall ensure that all workers employed by the Contractor and utilized to perform any of the duties detailed in this Agreement are United States Citizens or legal immigrants in accordance with the employment verification provisions of the Immigration and Nationality Act, according to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) signed on September 30, 1996, and any revisions of such Act. It is the Contractor's responsibility to verify legal immigrant's compliance with current laws and regulations of the United States and the State of California as they pertain to immigration status and employment.

(8). Subcontractors

- a. The Contractor shall ensure that all subcontractors meet all performance standards and Agreement requirements including permits, licensing, and insurance. Any subcontractor hired by the Contractor to deliver or process the DMV property for mailing, shall be identified on the Identification of Subcontractor

form (see Exhibit F). The written notice shall be immediately forwarded to the DMV Project Manager via e-mail.

- b. The Contractor shall not substitute any person or subcontractor in place of a subcontractor indicated on the current Subcontractor/Supplier List unless the Contractor submits a written notice to the DMV Project Manager on the Substitution of Subcontractor form (see Exhibit F) and the DMV approves the substitution.

(9). Receipt and Pickup of DMV Property

- a. The DMV makes no guarantee as to the quantity of plates that will be sent to the Contractor for processing under the terms of this Agreement.
- b. The Contractor shall receive the DMV property from the CALCTRA and the DMV Supply Warehouse and shall pick up the DMV property from both the DMV Mail Support Services Unit and the DMV Supply Warehouse. Any time the Contractor picks up or receives accountable or controlled items from the warehouse, an ADM 518 shall be completed, signed, and returned to the warehouse.
- c. The Contractor shall identify two (2) employees authorized to pick up the DMV property from the DMV Headquarters and the DMV Supply Warehouse.
- d. The Contractor shall ensure the security of all the DMV property and shall not transport non-employees or any other individuals unauthorized to fulfill contractual obligations of this Agreement. The secured vehicle used by the Contractor to transport the DMV's property is subject to inspection without prior notification by the DMV at any time throughout the term of this Agreement.
- e. It is anticipated that there may be changes in the frequency, scheduled time of pickup, or delivery of the DMV property to be processed. Therefore, any addition or deletion to the courier scheduled locations or times will, if necessary, be revised periodically with the concurrence of the DMV Project Manager and the Contractor Project Manager.
- f. Any unique pickup requested by the DMV Project Manager will be considered as an unscheduled requested service and will not be part of the regular courier service. It is the DMV's responsibility to ensure that its facility is open for all unscheduled pickups at the designated work site. There shall be no additional charge by the Contractor to the DMV for unscheduled pickups.
- g. If the Contractor's secured vehicle becomes disabled during transport, all the DMV property shall be reloaded into another comparable secured vehicle to complete the delivery to the designated site.
- h. All the DMV property shall be received, transported, handled, and delivered in a manner that ensures the integrity and security of the documents and information contained therein. No DMV property shall be left unattended or unsecured at any time. If the Contractor's secured vehicle contains any DMV property, it shall be locked during all phases of transport. The windows shall be shut whenever the secured vehicle is standing or parked.
- i. The Contractor shall be responsible for all the DMV property while in the Contractor's possession until the DMV property is accepted by the USPS or the Mail Presort Contractor or returned to the DMV.

(10). Permit 1 Process

- a. When delivering mail to the US Post Office (USPS) using the Permit 1 process, the Contractor shall complete a PS Form 3600 FCM 1 and include it with the DMV property being mailed. After the property is delivered to the USPS, the Contractor shall return two (2) completed copies of the PS Form 3600 FCM 1 along with a copy of the receipt PS Form 3607R from the USPS to the DMV Project Manager.
- b. Permit 1 mail consisting of disabled person placards, OHV stickers, and license plates may be picked up by the Mail Presort Contractor. The Contractor shall complete a form similar to the PS Form 3600 FCM 1 and include it with the DMV property being picked up. After the Permit 1 items have been picked up, the Mail Presort Contractor shall return a copy of the PS Form 3600 FCM (or similar) which is to be submitted to the DMV Project Manager.
- c. The Contractor shall also submit to the DMV Project Manager, a report in the form of an Excel spreadsheet of the DMV property mailed which shall include the date, time, type of work(s), person entering, person verifying, postage totals, and any additional comments.

(11). Security/Integrity of DMV Property

- a. The DMV property shall be transported, received, stored, handled, and shipped in a manner that ensures the integrity and security of the documents and information contained therein. No documents shall be left unattended or unsecured at any time.
- b. The Contractor's employees are not authorized to use, access, remove, or copy any documents or records contained within the DMV property.
- c. Failure to adhere to this security policy may result in the immediate termination of the Agreement.

(12). Presort Mail

- a. The Contractor shall presort prepared products to five (5) digits when requested by the DMV Project Manager, and either deliver to the USPS or hold for pick-up by the Mail Presort Contractor (as specified by the DMV Project Manager) within seventy-two (72) hours of the day following pickup at the DMV.
- b. When presorting DMV mail, the Contractor shall presort the mail in accordance with the mail requirements established by the USPS and shall sort the mail to receive the best possible rate. It shall be the Contractor's responsibility to ensure that the DMV mail complies with all applicable USPS postal standards.

(13). Rejected Registration Certificates

- a. All rejected registration certificates shall be returned to the originating DMV location the following business day.
- b. Rejected registration certificates shall be confined to the following:
 1. International address.

2. Registration certificates that lack sufficient address line information to be delivered by the USPS.

(14). Performance Penalties

- a. A charge of \$20.00 per mismatched license plate and registration certificate, disabled person placard and ID certificate, or any other product processed that is attributable to the Contractor's negligence or fault shall be paid by the Contractor to defray the DMV costs of handling error items and will be charged against the monthly invoice for the amount due. A late charge of \$0.15 per prepared item may also be charged for any prepared items that are not delivered to the USPS and/or made available for pick-up by the Mail Presort Contractor within seventy-two (72) hours after pick-up of the certificates from the DMV, unless the delay was caused by either the DMV or the CALCTRA. The DMV may deduct any amount equal to the performance penalty from the monies due to the Contractor under this Agreement.

(15). Work Process Changes

- a. The Contractor may be subject to work process changes due to changing business requirements with the DMV, USPS, or CALCTRA, etc. If there are additional tasks necessary to process the DMV's existing contractual workloads, this work shall be performed at no additional charge to the DMV. However, it is at the discretion of the DMV to determine if these tasks are considered labor intensive to the extent that this work should be compensated. If it is determined that the Contractor should be compensated, the price of the additional processes shall be determined by dividing the current amount of processes by the monetary amount and then adding the new process amount. Example: If a process has five (5) steps and costs \$0.50 per item, each step is worth \$0.10. Each additional step in the process would increase the total cost by \$0.10 cents.
Note: Any change to a license plate configuration does not constitute a change to the matching process.

(16). Data Production Batch Printing Impacts

- a. Batches of registration certificates and identification cards are printed on a Sunday through Friday schedule. The Monday pick-up of registration certificates, reservation forms, and identification cards may consist of two (2) batches including Sunday and Monday's print jobs. At other times batches may be delayed in being printed due to unforeseen circumstances causing two (2) batches to be produced on any day. In either case, any two (2) or more batches picked up on the same business day are subject to the same three (3) day or seventy-two (72) hour turnaround timeframe for mailing. The Contractor shall adjust or compensate for these anomalies accordingly.

(17). Emergency Retrieval of DMV Property

- a. Given sufficient and accurate information from the DMV, any DMV property at the Contractor's work site shall be subject to retrieval within sixty (60) minutes of a telephone call to the work site by an authorized DMV staff person between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday, excluding state holidays.

(18). Production Report

- a. A monthly logging and tracking system for auditing purposes shall be maintained by the Contractor for the duration of this Agreement and is subject to review at the DMV's discretion. The reporting period shall be the calendar month (e.g. January 1st through January 31st) and shall be documented on a daily basis. The logging and tracking system shall include the total volume of the DMV property processed by month, type, range, and batch ID. Names of employees processing the DMV property shall be shown in coordination with each batch. A batch production report providing the status of batches received, batches on hand, and batches released must be e-mailed to the DMV Project Manager or designee at the beginning of each regular work day.
- b. Changes regarding the formatting, reporting, and tracking of pertinent information by the Contractor are at the discretion of the DMV.
- c. The Contractor shall prepare an itemized monthly inventory of all DMV property on hand upon request and within two (2) business days. A soft copy of this inventory may be provided via e-mail to the DMV Project Manager or designee, or FAIS Contact Person. A hard copy may be furnished and mailed to:

**Department of Motor Vehicles
Management Support Section
Attn: CLPI Program Manager
2415 First Avenue, MS: A135
Sacramento, CA 95818**

- d. The Contractor shall be responsible for ensuring that there is always an adequate supply of DMV property on hand. Should a concern arise regarding the inventory of the DMV property, it is the Contractor's responsibility to contact either the DMV Project Manager or the FAIS Contact Person.
- e. The Contractor shall not destroy outdated or expired DMV property unless permission is expressly given by the DMV Project Manager. It shall be returned as directed to either the DMV Warehouse or Headquarters as instructed by the DMV Project Manager. No material shall be destroyed without a DMV witness or express written permission from the DMV Project Manager showing the product, volume, serial numbers, and reason for the destruction.

(19). Unsuitable Report

- a. If the DMV Project Manager receives an unsuitable report on any employee after processing security clearance, or if it is found a prospective employee is unsuitable or unfit for the Contractor's assigned duties, the Contractor shall be advised immediately that such employee cannot continue to work or be assigned to work under this Agreement. The DMV shall have and exercise full and complete control over granting, denying, withholding, or terminating clearances for the Contractor's employees. The DMV may, as it deems appropriate, authorize and grant temporary clearance to the employees of the Contractor. However, the granting of temporary clearance to any such employee shall not be considered as assurance that full clearance shall follow as a result of the condition, and the granting of either temporary or full clearance shall in no way prevent, preclude, or bar the withdrawal or termination of any such clearance by the DMV.

C. **DMV RESPONSIBILITIES**

(1). **DMV Liaison**

- a. The DMV shall designate a Project Manager to act as liaison with the Contractor's Project Manager in addressing any and all concerns. Both the Contractor's Project Manager and the DMV Project Manager shall be responsible for providing the day-to-day communication and problem resolution during the term of this Agreement.

(2). **Training**

- a. The Contractor's on-site training shall be provided by the DMV for a period not to exceed forty (40) hours, or five (5) business days at the commencement of this Agreement. Training shall be provided between 8:00 a.m. and 4:00 p.m. and shall include the establishment of all reports and work log-in and log-out procedures. Ongoing technical assistance shall be available throughout the term of this Agreement as needed. Training meetings shall be coordinated and scheduled with the USPS regarding postal requirements. The Contractor shall be responsible for any subsequent training of new employees. In addition, the DMV may provide training as deemed necessary for all new or alternate procedures or written requirements at the Contractor's work site during the remainder of this Agreement term. Training dates shall be mutually agreed to by the involved parties.

(3). **Postage**

- a. The DMV shall pay all postage costs for the mailing of the DMV property.

D. **LICENSE PLATE(S) PREPARATION AND MAILING**

- (1). Each set of license plates shall come pre-packaged inside a special license plate envelope with the license plate number stamped on the front of the license plate envelope. A **SET** of license plates consists of either one (1) license plate within a license plate envelope or two (2) license plates within a license plate envelope. **Note:** **For invoicing purposes, the Contractor shall invoice the DMV according to the number of items processed. A processed item is that which has been prepared and either mailed to a customer or returned to the DMV, or any other completed work as outlined within this scope of work. The number of plates, certificates, or other indicia included in an item or envelope shall not be considered individually.**
- (2). Listed below are the license plate sizes and current configurations. **Note:** **Any change to a license plate configuration does not constitute a change to the matching process.**

LICENSE PLATE SIZE	CURRENT CONFIGURATIONS
12" x 6" License Plate	Up To 7 Alpha/Numeric Characters
7" x 4" License Plate	Up To 7 Alpha/Numeric Characters

(3). **Sequential License Plates**

- a. The Contractor shall pick up sequential license plates from the DMV Supply Warehouse on a weekly basis, or more frequently, if necessary. License plate inventory picked up by the Contractor may or may not be palletized depending on the volume. The FAIS Contact Person determines the license plate types and

quantities of license plates the Contractor shall pick up from the DMV Supply Warehouse. The DMV Supply Warehouse determines the serial number ranges of license plates to be picked up by the Contractor. The FAIS Contact Person shall e-mail the Contractor a memo that includes the license plate types, quantities, and serial number ranges that will be ordered from the DMV Supply Warehouse on the day the order is placed. The Contractor shall pick up the license plates indicated in the e-mail from the DMV Supply Warehouse the Thursday following the initial order date. Any time the Contractor picks up or receives accountable or controlled items from the warehouse, an ADM 518 shall be completed, signed, and returned to the warehouse.

- b. The Contractor shall order and pick up license plate month stickers from the DMV Supply Warehouse.
- c. The Contractor shall email DMVASDAccountableord@dmv.ca.gov a Supply Order Form (ADM 510) to the DMV Supply Warehouse. Any time the Contractor picks up or receives accountable or controlled items from the warehouse, an ADM 518 shall be completed, signed, and returned to the warehouse.
- d. The Contractor shall pick up matching registration certificates for the license plates from the DMV on each working day, Monday through Friday, at 2:30 p.m., at the DMV Mail Operations, Mail Support Services Unit (2415 First Avenue, First Floor, Sacramento, CA 95818), excluding state holidays.
- e. When picking-up registration certificates from the DMV, the Contractor shall confirm the batch number, batch quantity, and beginning and ending serial numbers by comparing the registration numbers on the certificates with the sticker numbers on the Electronic Data Processing (EDP) control list. The DMV's Data Guidance Team (DGT) shall note on the control list which certificates did not print so that the Contractor does not attempt to match license plates to a nonexistent certificate. DGT normally reprints the certificates the next day so that the matching license plates will be utilized the next day. The Contractor shall initial the control list at the time of pick-up and give the white original to the DMV Mail Support Services contact or the DMV Project Manager and retain the yellow and pink copies.
- f. The Contractor shall confirm the license plate types, quantities, and beginning and ending serial number ranges received by comparing the DMV license plate stock items numbers (SINs) and license plate serial number ranges stamped on the license plate cartons with the SINs and license plate serial number ranges indicated on the CALCTRA Packing List, Bill of Lading, and the CALCTRA order memo emailed by the FAIS Contact Person.
- g. The Contractor shall complete a Notice of Material Received (ADM 316) form noting the license plate types, quantities, and beginning and ending serial number ranges received and picked up. In addition, the Contractor shall indicate any missing license plate cartons on the ADM 316. The Contractor shall keep the last (goldenrod) copy of the ADM 316 with the CALCTRA Packing List and the Bill of Lading for the duration of this Agreement. The Contractor shall send the remaining copies of the ADM 316 with a photocopy of the CALCTRA Packing List to the following:

**Department of Motor Vehicles
Management Support Section
Attn: CLPI Program Manager
2415 First Avenue, MS: A135
Sacramento, CA 95818**

1. Upon termination of this Agreement, the Contractor shall return all ADM 316's and CALCTRA Packing Lists to the DMV Project Manager.
- h. The Contractor shall store all license plates in sequential order in a secured area with restricted access.
- i. 12" x 6" License Plates
 1. The Contractor shall verify that the appropriate number of license plates is included within each license plate envelope for the license plate type being processed. In addition, the Contractor shall verify that the appropriate license plate serial number is enclosed within the license plate envelope by comparing the physical license plate serial number with the stamped license plate serial number on the outside of the license plate envelope. The Contractor shall identify any extra or missing license plates on the License Plate/Sticker Control Listing (REG 157) and return the form to the DMV Project Manager via email.
 2. The Contractor shall match license plates to the registration certificates including license plate serial number, registration card sticker serial number, month, and year of valid registration.
- j. Permanent Trailer Identification (PTI) License Plates
 1. The Contractor shall process Permanent Trailer Identification (PTI) registrations from the following print files: prtfil1; known as **C76PTI**, prtfil4; known as **PTIPLT**.
 2. From the month shown on the registration certificate, the Contractor shall pull the corresponding license plate month sticker and staple it to the lower right-hand corner of the registration certificate to the right of the perforation. The Contractor shall fold along the perforation so that the license plate registration sticker and license plate month sticker section is at the back of the certificate.
 3. The Contractor shall insert the registration certificate with both the license plate registration sticker and license plate month stickers attached into the front pocket of the license plate envelope making sure the address shows in the window. The DMV, at its discretion, may furnish the Contractor with inserts to be included for any work types prepared under this Agreement. Inserts may require folding to be enclosed inside the front pocket of the license plate envelope or left unfolded and placed within the license plate envelope before sealing. No additional compensation shall be paid to the Contractor for the inclusion of any inserts. Once all required documentation has been inserted, the Contractor shall seal the pocket flap and envelope flap, securing the registration certificate, stickers, inserts, and license plates inside.
- k. License Plates Issued Two (2) Per Envelope

1. The Contractor shall sort, package, and have ready for pick-up by the Mail Presort Contractor for bulk mailing, the license plates with registration certificates inserted, within seventy-two (72) hours after pick-up of the registration certificates from the DMV.

l. License Plates Issued One (1) Per Envelope

1. The Contractor shall sort, package, and have ready for pick-up by the Mail Presort Contractor for bulk mailing, the license plates with registration certificates inserted, within seventy-two (72) hours after pick-up of the registration certificates from the DMV.

m. 7" x 4" License Plates

1. The Contractor shall verify that the appropriate number of license plates is included within each license plate envelope for the license plate type being processed. In addition, the Contractor shall verify that the appropriate license plate serial number is enclosed within the license plate envelope by comparing the physical license plate serial number with the stamped license plate serial number on the outside of the license plate envelope. The Contractor shall identify any extra or missing license plates on the License Plate/Sticker Control Listing (REG 157) and notify the DMV Project Manager via e-mail.
2. The Contractor shall match license plates to the registration certificates including license plate serial number, registration card sticker, serial number, and month and year of valid registration.
3. 7" x 4" license plate envelopes do not have a pocket for a registration certificate, but they do have a window. The Contractor shall insert the registration certificate into the license plate envelope so that the address shows through the window.
4. The Contractor shall return all prepared 7" x 4" license plates to the DMV for mailing.

- n. The Contractor shall provide an itemized list of all license plates mailed on the Daily Production Report. The Contractor shall e-mail the Daily Production Report to the DMV Project Manager. The Contractor shall also provide the Daily Production Report to the FAIS Contact Person when requested.

- o. The Contractor shall account for all license plates mailed on a separate area of the REG 157 (yellow copy) or on the bottom of the Contractor's copy of the Finished Goods Production Report. The Contractor's facility supervisor and subcontractor's facility supervisor (if used) shall initial and note the date the license plates were delivered to and accepted by the USPS and/or the Mail Presort Contractor. A copy of the REG 157 shall be returned daily to the DMV's Mail Support Services Unit.

- p. The Contractor shall note the following occurrences on a central listing and on the REG 157 by batch number and in sequential order.

1. All registration certificates that are damaged, missing, or do not match any license plate or office reporting number (invalid mail code).

2. All sets of license plates that are not identical, damaged, missing, mismatched, or include any extra license plates.
 3. List of license plates returned with no matching registration certificates.
 - q. The Contractor shall retain one (1) copy of the REG 157 (pink copy) and one (1) copy of the central listing for the duration of this Agreement. The Contractor shall return the central listing (Green Bar List), with any damaged plates of any type, to the DMV Project Manager daily.
- (4). Environmental License Plates (ELPs) and Special Request License Plates
- a. Environmental License Plates
 1. The Contractor shall receive Environmental License Plates (ELPs) in cartons on pallets on an irregular basis from the CALCTRA Warehouse via CALCTRA truck deliveries.
 2. The Contractor shall pick-up ELP Reservation Forms (REG 272s) and registration cards from the DMV on each working day, Monday through Friday, at 2:30 p.m., at the DMV Mail Operations, Mail Support Services Unit (2415 First Avenue, First Floor, Sacramento, CA 95818), excluding state holidays.
 3. The Contractor may or may not have matching ELPs in their possession upon pick-up of the REG 272s and registration cards, because the REG 272's and registration cards are normally printed before the ELPs are manufactured by CALCTRA. The Contractor shall hold the REG 272s and registration cards in a secured area until the matching ELPs are delivered by CALCTRA. There may be a two (2) to three (3) week delay between the pick-up of the REG 272s and the delivery of the ELPs from CALCTRA.
 4. When ELPs are received from CALCTRA, the Contractor shall cut off the top of each ELP license plate carton to obtain the individual CALCTRA Packing List inside each license plate carton.
 5. The Contractor shall pull the matching REG 272s and registration cards previously picked up from the DMV to match with the ELPs. The Contractor shall verify and match the ELP serial number within the license plate envelope to the ELP serial number as shown on the REG 272.
 6. **IF THE ELP MAIL CODE IS: 111**, (75%) this designates an ELP, which after verification will be mailed directly to the addressee. For these ELPs, the Contractor shall insert the REG 272 into the pocket of the license plate envelope making sure the address shows in the window along with any inserts. The Contractor **SHALL SEAL** the window flap and the license plate envelope. The Contractor shall have the license plates ready for pick-up by the Mail Presort Contractor for bulk mailing within seventy-two (72) hours of the day following pickup at the DMV.
 7. **IF THE ELP IS ANY OTHER MAIL CODE:** (25%) The Contractor shall write the office reporting unit number (mail code) as shown on the REG 272 on the back and right-hand corner of the license plate envelope. The

Contractor shall fold down but **SHALL NOT SEAL** the gummed flap on the license plate envelope.

8. 75% of the ELPs will be mailed directly to customers and 25% will be packaged to be delivered to the field office noted on the ID card. They will be sent via DMV courier or contracted courier to the field office where the customer ordered the ELP so that the customer may exchange license plates at the field office. Mailing labels for all field offices shall be provided to the Contractor by the DMV courier or contracted courier.
9. The Contractor shall be responsible for ordering the mailing labels from the DMV's courier or contracted courier in a timely manner and shall ensure that an adequate supply is always on hand for ELP processing.
10. ELPs require a separate specific sort area for each office reporting unit number and auto club location. As the REG 272s are matched to the ELPs, the Contractor shall place the ELPs in the designated sort area by reporting unit number (mail code) or auto club location. As orders of ELPs are completed, the Contractor shall pull, wrap in brown paper or craft paper and securely tape together ELPs for each mail code location up to a maximum of six inches (6") in height with nylon filament tape. The Contractor shall break down larger quantities of ELPs into groups. The Contractor shall then attach address labels provided by the DMV's contracted mail delivery provider to each group of taped ELPs and each ELP carton.
11. ELP's with Mail Code 111 will be mailed directly to customers. ELPs that do not reflect Mail Code 111 are **NOT** to be sent via USPS. The Contractor shall contact the DMV's courier or contracted courier for a pick-up.
12. Upon delivery of ELPs via CALCTRA trucks or freight carriers, the Contractor shall ensure that the Finished Goods Production Report (FGPR) is emailed to the DMV Project Manager **no later than the next business day**. The Contractor shall indicate on the FGPR the date the ELPs were received, provide the license plate totals, and assign the batch number based on the Julian calendar date of delivery and receipt by the CALCTRA.

b. Special Request License Plates

1. The Contractor shall receive special request license plates on an irregular basis from the CALCTRA. The special request license plates shall come wrapped in brown paper and placed on top of the ELP pallets.
2. The Contractor shall pick up Memos and Address labels for special request license plates from the DMV on each working day, Monday through Friday, at 2:30 p.m., at the DMV Mail Operations, Mail Support Services Unit (2415 First Avenue, First Floor, Sacramento, CA 95818), excluding state holidays.
3. The Contractor shall verify and match the license plate serial number within the license plate envelope to the license plate number on the Memo and Address label provided. This memo shall be initialed by the Contractor's representative upon processing, photocopied, and the

original returned to the Mail Support Services Unit the next working day. The Contractor shall maintain the photocopy for the duration of this Agreement, at which time it shall be returned to the DMV with the other records. TAPE THE GUMMED FLAP ON THE END OF THE ENVELOPE.

4. The Contractor shall return all special request license plates to the DMV for mailing.

E. **DISABLED PERSON PLACARD PREPARATION AND MAILING**

- (1). Each disabled person placard comes pre-packaged inside a special placard envelope with the disabled person placard number visible through an opening on the reverse side of the placard envelope. **Every two (2) years (2027, 2029, etc.) between the months of February and May, the Contractor shall pick up a large volume of disabled person placards from the DMV Supply Warehouse (approximately 2,500,000) up to sixty (60) days prior to the beginning of the work required within this Section. The Contractor shall prepare nearly all the approximated 2,500,000 disabled person placards and hold for pick-up by the Mail Presort Contractor for mailing between sixty (60) and ninety (90) days after the biennial renewal process begins. The Contractor shall take into consideration this additional workload. Note: For invoicing purposes, the Contractor shall invoice the DMV according to the number of items processed. A processed item is that which has been prepared and either mailed to a customer or returned to the DMV, or any other completed work as outlined within this Scope of Work. The number of plates, certificates, or other indicia included in an item or envelope shall not be considered individually.**
- (2). The Contractor shall confirm the disabled person placard quantities and beginning and ending serial number ranges received by comparing the DMV disabled person placard Stock Items Numbers (SINs) and disabled person placard serial number ranges stamped on the disabled person placard cartons with the SINs and disabled person placard serial number ranges indicated on the CALCTRA Packing List, and the Bill of Lading.
- (3). The Contractor shall complete a Notice of Material Received (ADM 316) form noting the disabled person placard quantities and beginning and ending serial number ranges received. In addition, the Contractor shall indicate any missing disabled person placard cartons on the ADM 316. The Contractor shall keep the last (goldenrod) copy of the ADM 316 with the CALCTRA Packing List and the Bill of Lading for the duration of this Agreement. The Contractor shall send the remaining copies of the ADM 316 with a photocopy of the CALCTRA Packing List to the following:

**Department of Motor Vehicles
Management Support Section
Attn: CLPI Program Manager
2415 First Avenue, MS: A135
Sacramento, CA 95818**

- (4). Upon termination of this Agreement, the Contractor shall return all ADM 316's and CALCTRA Packing Lists to the DMV Project Manager.
- (5). The Contractor shall store all disabled person placards in sequential order in a secured area with restricted access.

- (6). The Contractor shall pick up disabled person placard identification (ID) cards from the DMV on each working day, Monday through Friday, at 2:30 p.m., at the DMV Mail Operations, Mail Support Services Unit (2415 First Avenue, First Floor, Sacramento, CA 95818), excluding state holidays.
- (7). When picking up disabled person placard ID cards from the DMV, the Contractor shall confirm the batch number, batch quantity, and beginning and ending serial numbers by comparing the serial numbers on the ID cards with serial numbers on the DMV Information Systems Division (ISD) control list. If some ID cards did not print, the DMV's ISD Data Guidance Team (DGT) shall note this on the REG 157 control list so that the Contractor does not attempt to match disabled person placards to a non-existent identification card. The DGT will reprint the ID cards the next day so that the matching disabled person placards will be utilized the next day. The Contractor representative receiving the ID cards shall initial the control list and give one (1) copy to the DMV Mail Support Services Unit contact and return the original and one (1) copy.
- (8). The Contractor shall match disabled person placards to the ID cards by comparing the disabled person placard serial number to the ID card serial number.
- (9). The Contractor shall verify the disabled person placard serial number within the placard envelope to the disabled person placard serial number on the ID card. Disabled person placard serial numbers should be displayed through the window on the reverse side of the placard envelope.
- (10). The Contractor shall fold the ID card horizontally from top to bottom. The Contractor shall then insert the ID card into the placard envelope with the address showing in the window.
- (11). The Contractor shall include any inserts if required at no additional cost to the DMV.
- (12). The Contractor shall seal the placard envelopes with disabled person placards, ID cards, and any inserts inside, and hold for pick-up by the Mail Presort Contractor for mailing. Items shall be made available for pick-up by the Mail Presort Contractor each working day after they have been processed. All placards shall be delivered within ninety (90) days.
- (13). Indicate all disabled person placards mailed by batch number and quantity on a separate sheet or daily report designated for disabled person placards.
- (14). The Contractor shall note the following occurrences on a central listing, or separate/linked section of the Daily Report designated for disabled person placards and submitted daily by the Contractor:
 - a. Any ID cards damaged or missing.
 - b. Any disabled person placards damaged or missing.
 - c. List of disabled person placards with no matching identification card.

Note: All the above items shall be attached to the list by batch number in placard number order.

- (15). The Contractor shall retain one (1) copy of the control list (pink copy) and a copy of the central listing for the duration of this Agreement. In addition, the Contractor shall return the original listing with damaged and/or returned disabled person placards to the DMV Mail Support Services Unit daily.

F. **OFF HIGHWAY VEHICLE (OHV) STICKER LICENSE PLATE PREPARATION AND MAILING**

- (1). **Note:** For invoicing purposes, the Contractor shall invoice the DMV according to the number of items processed. A processed item is that which has been prepared and either mailed to a customer or returned to the DMV, or any other completed work as outlined within this Scope of Work. The number of plates, certificates, or other indicia included in an item or envelope shall not be considered individually.
- (2). The Contractor shall pick up OHV sticker license plates from the DMV Supply Warehouse on a weekly basis or more frequently if necessary. The FAIS Contact Person determines the OHV sticker license plate types and quantities that the Contractor shall pick-up from the DMV Supply Warehouse. The DMV Supply Warehouse determines the serial number ranges of OHV sticker license plates to be picked up by the Contractor. The FAIS Contact person shall e-mail the DMV Supply Warehouse and include the Contractor Project Manager in the e-mail, and the OHV sticker license plate types and quantities to be pulled from the DMV Supply Warehouse. The Contractor shall pick up the OHV sticker license plates indicated in the e-mail from the DMV Supply Warehouse the following business day. The OHV sticker license plates that are picked up at the DMV Supply Warehouse shall be in cartons and may be palletized depending on the volume.
- (3). The Contractor shall complete an ADM 316 form noting the OHV sticker license plate quantities and beginning and ending serial number ranges received. In addition, the Contractor shall indicate any missing OHV sticker license plate cartons on the ADM 316. The Contractor shall keep the last (goldenrod) copy of the ADM 316 for the duration of this Agreement. The Contractor shall send the remaining copies of the ADM 316 to the following:

**Department of Motor Vehicles
Management Support Section
Attn: CLPI Program Manager
2415 First Avenue, MS: A135
Sacramento, CA 95818**
- (4). Upon termination of this Agreement, the Contractor shall return all ADM 316s to the DMV Project Manager.
- (5). The Contractor shall store all OHV sticker license plates in sequential order in a secured area with restricted access.
- (6). The Contractor shall pick up OHV registration certificates from the DMV on each working day, Monday through Friday, at 2:30 p.m., at the DMV Mail Operations, Mail Support Services Unit (2415 First Avenue, First Floor, Sacramento, CA 95818), excluding state holidays.
- (7). When picking up the registration certificates from the DMV, the Contractor shall confirm the batch number, batch quantity, and beginning and ending serial numbers by comparing the serial number on the registration certificates with the serial number on the OHV sticker license plates on the DMV Information Systems Division (ISD) control list.
- (8). The registration certificate is 8 ½" x 11" and shall be burst and folded in half by the DMV ISD Data Guidance Team (DGT).

- (9). The DGT will note on the control list, which registration certificates did not print so that the Contractor does not attempt to match OHV sticker license plates to a non-existent registration certificate. The DGT will reprint the registration certificates the next day so that the matching OHV sticker license plates will be utilized the next day. The Contractor's representative receiving the registration certificates will initial the control list and give one (1) copy to the DMV Mail Support Services Unit contact and retain the original and one (1) copy.
- (10). The Contractor shall match OHV sticker license plates to the registration certificates by comparing the OHV sticker license plate number to the OHV sticker license plate number that is printed on the registration certificate.
- (11). The Contractor shall insert the registration certificate and OHV sticker license plate into OHV sticker license plate envelope. The Contractor shall include any inserts if required at no additional cost. The Contractor shall seal the gummed flap on the end of the envelope, securing the OHV sticker license plate, the registration certificate, and any required inserts inside the OHV sticker license plate envelope, and be made available to the Mail Presort Contractor for bulk mailing with seventy-two (72) hours of the day following pick-up at the DMV.
- (12). The Contractor shall account for all OHV sticker license plates mailed on a separate area of the REG 157 (yellow copy). In addition, the following occurrences should be noted on a central listing as well as on an additional control list and attached to the original control list by batch number, in OHV sticker license plate number order, by the supervisor:
 - a. Any registration cards damaged or missing.
 - b. Any OHV sticker license plate damaged or missing.
 - c. List of OHV sticker license plates with no matching registration card.
- (13). The Contractor shall retain one (1) copy of the REG 157 (pink copy) and a copy of the central computer listing (Green Bar Report) for the duration of this Agreement. In addition, the Contractor shall return the original listing with damaged and/or returned OHV sticker license plates to the Mail Support Services Unit daily.

G. **WEB-INITIATED PRODUCTS**

- (1). **Note: For invoicing purposes, the Contractor shall invoice the DMV according to the number of items processed. A processed item is that which has been prepared and either mailed to a customer or returned to the DMV, or any other completed work as outlined within this scope of work. The number of plates, certificates, or other indicia included in an item or envelope shall not be considered individually.**
- (2). All products received by the Contractor from the DMV indicating that they were initiated from customers using the DMV Internet Web Site shall be given the highest priority.
- (3). Actual processing of individual types of license plates shall remain the same as the previously mentioned instructions depending upon the type of item being processed.
- (4). Products requested from the DMV Internet Web Site have a twenty-four (24) hour turnaround time and shall supersede any other work currently being processed by the Contractor, unless specifically requested by the DMV Project Manager.

- (5). Upon evidence that the Contractor was required to reprioritize its workload due to the DMV Internet Web Site order priority requested by the DMV Project Manager, the DMV will allow the Contractor to mail other products within a ninety-six (96) hour timeframe (four [4] days in lieu of three [3] days) without a penalty.

H. **PARTIAL YEAR REGISTRATION (PYR) PREPARATION AND MAILING**

- (1). Note: For invoicing purposes, the Contractor shall invoice the DMV according to the number of items processed. A processed item is that which has been prepared and either mailed to a customer or returned to the DMV, or any other completed work as outlined within this Scope of Work. The number of plates, certificates, or other indicia included in an item or envelope shall not be considered individually.
- (2). The Contractor shall pick-up partial year registration certificates from the DMV on each working day, Monday through Friday, by 2:30 p.m., at the DMV Mail Operations, Mail Support Services Unit (2415 First Avenue, First Floor, Sacramento, CA 95818), excluding state holidays. The partial year registration certificates shall be picked-up by the Contractor and shall be one (1) package marked PYR.
- (3). The Contractor shall order and pick up, PYR year stickers, and registration envelopes from the DMV Supply Warehouse. The Contractor shall Email DMV ASD Expendable Orders a Supply Order Form (ADM 646) to the DMV Supply Warehouse at dmvasdexpendableordr@dmv.ca.gov.
- (4). The Contractor shall complete an ADM 510 form noting the PYR year Sticker quantities received. The Contractor shall keep the last (goldenrod) copy of the ADM 510 for the duration of this Agreement. The Contractor shall send the remaining copies of the ADM 510 to the following:

**Department of Motor Vehicles
Management Support Section
Attn: CLPI Program Manager
2415 First Avenue, MS: A135
Sacramento, CA 95818**

- (5). Upon termination of this Agreement, the Contractor shall return all ADM 510s to the DMV Project Manager.
- (6). The Contractor shall store all PYR stickers in a secured area with restricted access.
- (7). The Contractor shall match the appropriate PYR year sticker with the registration certificates marked PYR, ensuring that the Year of the PYR year sticker matches the year listed on the registration certificate.
- (8). The Contractor shall insert the registration certificate with the corresponding PYR year sticker attached in the registration envelope. The DMV, at its discretion, may furnish the Contractor with inserts to be included for any work types prepared under this Agreement. No additional compensation shall be paid to the Contractor for the inclusion of any inserts. Once all required documentation has been inserted, the Contractor shall seal the registration envelope, securing the registration certificate, PYR year sticker, and inserts inside.
- (9). Pre-sort prepared packages to five (5) digits (when volume permits) and hold for pick-up by the Mail Presort Contractor within seventy-two (72) hours of the initial receipt of the product.

- (10). The Contractor shall provide the DMV Project Manager a listing of on hand PYR Year Sticker inventory for FAIS by the 2nd of each month.

I. **COMMERCIAL VEHICLE REGISTRATION ACT (CVRA) DECALS WITH COMMERCIAL LICENSE PLATES PREPARATION AND MAILING**

- (1). **Note:** For invoicing purposes, the Contractor shall invoice the DMV according to the number of items processed. A processed item is that which has been prepared and either mailed to a customer or returned to the DMV, or any other completed work as outlined within this Scope of Work. The number of plates, certificates, or other indicia included in an item or envelope shall not be considered individually.
- (2). The Contractor shall verify sequential commercial license plates picked up from the DMV Supply Warehouse by following the steps indicated within this Exhibit under LICENSE PLATE PREPARATION AND MAILING, SEQUENTIAL LICENSE PLATES.
- (3). The Contractor shall pick up commercial registration certificates from the DMV on each working day, Monday through Friday, at 2:30 p.m., at the DMV Mail Operations, Mail Support Services Unit (2415 First Avenue, First Floor, Sacramento, CA 95818), excluding state holidays. The commercial registration certificates shall be picked up by the Contractor and shall be divided into two (2) packages, one (1) marked CVRA.
- (4). The Contractor shall order and pick up CVRA weight decals and CVRA year decals from the DMV Supply Warehouse. The Contractor shall email a Supply Order Form (ADM 510) to the DMV Supply Warehouse at DMVASDAccountableord@dmv.ca.gov. Any time the Contractor picks up or receives accountable or controlled items from the warehouse, an ADM 518 shall be completed, signed, and returned to the warehouse.
- (5). The Contractor shall complete an ADM 316 form noting the CVRA weight decal and CVRA year decal quantities received. In addition, the Contractor shall indicate any missing CVRA decal cartons on the ADM 316. The Contractor shall keep the last (goldenrod) copy of the ADM 316 for the duration of this Agreement. The Contractor shall send the remaining copies of the ADM 316 to the following:
- Department of Motor Vehicles
Management Support Section
Attn: CLPI Program Manager
2415 First Avenue, MS: A135
Sacramento, CA 95818**
- (6). Upon termination of this Agreement, the Contractor shall return all ADM 316s to the DMV Project Manager.
- (7). The Contractor shall store all CVRA decals in a secured area with restricted access.
- (8). The Contractor shall match the appropriate CVRA weight decal and CVRA year decal with the registration certificates marked CVRA, ensuring that the color of the CVRA year decal matches the color of the registration certificate year sticker.
- (9). There shall be two (2) groups of CVRA year decals. One (1) decal shall be for the current expiration year and one (1) decal for the future expiration year.

- (10). After matching the appropriate CVRA weight decal and CVRA year decal with the CVRA registration certificates, the Contractor shall integrate the CVRA registration certificates with the non-CVRA registration certificates in license plate order.
- (11). The Contractor shall then match the CVRA registration certificate to the corresponding commercial license plate.
- (12). From the month shown on the registration certificate, the Contractor shall pull the corresponding license plate month sticker and staple it the lower right-hand corner of the registration certificate to the right of the perforation. The Contractor shall fold along the perforation so that the license plate registration sticker and license plate month sticker section is at the back of the certificate.
- (13). The Contractor shall insert the registration certificate with registration and month stickers attached, along with the CVRA weight decal and CVRA year decal, into the front pocket of the license plate envelope, making sure the address shows in the window. The DMV, at its discretion, may furnish the Contractor with inserts to be included for any work types prepared under this Agreement. Inserts may require folding to be enclosed inside the front pocket of the license plate envelope or left unfolded and placed within the license plate envelope before sealing. No additional compensation shall be paid to the Contractor for the inclusion of any inserts. Once all required documentation has been inserted, the Contractor shall seal the pocket flap and envelope flap, securing the registration certificate, stickers, CVRA decals, inserts, and license plates inside.
- (14). Pre-sort prepared packages to five (5) digits (when volume permits) and hold for pick-up by the Mail Presort Contractor within seventy-two (72) hours of the initial receipt of the product.
- (15). The Contractor shall provide the DMV Project Manager a listing of on hand CVRA decal inventory for FAIS by the 2nd of each month.
- (16). CVRA Weight Ranges and Weight Codes:

GROSS VEHICLE WEIGHT RANGE	WEIGHT CODE	GROSS VEHICLE WEIGHT RANGE	WEIGHT CODE
10,001 - 15,000	A	45,001 - 50,000	H
15,001 - 20,000	B	50,001 - 54,999	I
20,001 - 26,000	C	55,000 - 60,000	J
26,001 - 30,000	D	60,001 - 65,000	K
30,001 - 35,000	E	65,001 - 70,000	L
35,001 - 40,000	F	70,001 - 75,000	M
40,001 - 45,000	G	75,001 - 80,000	N

J. **COMMERCIAL VEHICLE REGISTRATION ACT (CVRA) DECALS (CVRA RENEWALS) PREPARATION AND MAILING**

- (1). **Note:** For invoicing purposes, the Contractor shall invoice the DMV according to the number of items processed. A processed item is that which has been prepared and either mailed to a customer or returned to the DMV, or any other completed work as outlined within this Scope of Work. The number of plates, certificates, or other indicia included in an item or envelope shall not be considered individually.

- (2). The Contractor shall pick up commercial registration certificates from the DMV on each working day, Monday through Friday, at 2:30 p.m., at the DMV Mail Operations, Mail Support Services Unit (2415 First Avenue, First Floor, Sacramento, CA 95818), excluding state holidays. The commercial registration certificates shall be picked-up by the Contractor and shall be divided into two (2) packages, one (1) marked CVRA.
- (3). The Contractor shall order and pick up CVRA weight decals, CVRA year decals, and registration envelopes from the DMV Supply Warehouse. The Contractor shall email a Supply Order Form (ADM 646) to the DMV Supply Warehouse at DMVASDExpendableordr@dmv.ca.gov.
- (4). The Contractor shall complete an ADM 316 form noting the CVRA weight decal and CVRA year decal quantities received. In addition, the Contractor shall indicate any missing CVRA decal cartons on the ADM 316. The Contractor shall keep the last (goldenrod) copy of the ADM 316 for the duration of this Agreement. The Contractor shall send the remaining copies of the ADM 316 to the following:

**Department of Motor Vehicles
Management Support Section
Attn: CLPI Program Manager
2415 First Avenue, MS: A135
Sacramento, CA 95818**

- (5). Upon termination of this Agreement, the Contractor shall return all ADM 316s to the DMV Project Manager.
- (6). The Contractor shall store all CVRA decals in a secured area with restricted access.
- (7). The Contractor shall match the appropriate CVRA year decal with the registration certificates marked CVRA, ensuring that the color of the CVRA year decal matches the color of the registration certificate year sticker.
- (8). The Contractor shall insert the registration certificate with registration sticker attached along with the CVRA year decal in the registration envelope. The DMV, at its discretion, may furnish the Contractor with inserts to be included for any work types prepared under this Agreement. No additional compensation shall be paid to the Contractor for the inclusion of any inserts. Once all required documentation has been inserted, the Contractor shall seal the registration envelope, securing the registration certificate, sticker, CVRA decal, and inserts inside.
- (9). Pre-sort prepared packages to five (5) digits (when volume permits) and hold for pick-up by the Mail Presort Contractor within seventy-two (72) hours of the initial receipt of the product.
- (10). The Contractor shall provide the DMV Project Manager a listing of on hand CVRA decal inventory for FAIS by the 2nd of each month.

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(11). CVRA Weight Ranges and Weight Codes:

GROSS VEHICLE WEIGHT RANGE	WEIGHT CODE	GROSS VEHICLE WEIGHT RANGE	WEIGHT CODE
10,001 - 15,000	A	45,001 - 50,000	H
15,001 - 20,000	B	50,001 - 54,999	I
20,001 - 26,000	C	55,000 - 60,000	J
26,001 - 30,000	D	60,001 - 65,000	K
30,001 - 35,000	E	65,001 - 70,000	L
35,001 - 40,000	F	70,001 - 75,000	M
40,001 - 45,000	G	75,001 - 80,000	N

K. **ADDITIONAL WORK TO BE PERFORMED BY THE CONTRACTOR**

- (1). The Contractor shall ensure that all identified envelopes meet the latest USPS Shape Based Rate standards.
- (2). The Contractor shall stamp NFM for “non-flat-machineable” on all 12” x 6” and 7” x 4” license plate envelopes prior to mailing if NFM has not already been pre-printed on the license plate envelope. This is necessary in order to comply with the USPS requirements. The NFM stamp shall be applied on the outside of the license plate envelope under the indicia (as per USPS requirements).

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EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoice and Payment

- A. For services rendered as required under this Agreement, and upon receipt and approval of the invoice(s) and any associated time-sheets, status reports, or any other required documentation of work completed, the DMV agrees to compensate the Contractor the costs identified in the table below (to be completed by the DMV after award, based on Attachment 2, Cost Sheet), all taxes included, on a monthly basis in arrears. An additional twenty percent (20%) of the total bid has been included in the total Agreement amount to cover additional tasks that warrant additional compensation (See Exhibit A, Page 8, Paragraph 15, Work Process Changes, for more information). The total compensation for all services performed under this Agreement shall not exceed \$_____ (to be completed by the DMV). **The DMV does not guarantee a minimum or maximum volume per item**
- B. The Contractor shall invoice per one thousand (1,000) processed items. Any quantity less than 1,000 will be pro-rated.
- C. The Contractor shall be compensated for the handling of "exception" items (items during processing that are found to be damaged, destroyed or misplaced and are reported and returned to the DMV) at the same rate as a processed item.
- D. In the event the Contractor fails to render services required under this Agreement on a required workday during the term of this Agreement, the total amount the DMV shall compensate the Contractor for services rendered during the service period shall be reduced.
- E. Invoice(s) should include all of the following:
 - (1). Contractor's name as indicated within this Agreement, address, telephone number, and email address.
 - (2). Name, address, and telephone number of the DMV representative or office indicated within this Agreement to whom the invoice is being mailed or delivered.
 - (3). Date the invoice was prepared.
 - (4). Period of time covered by the invoice.
 - (5). This Agreement number.
 - (6). Office name and address where services were provided.
 - (7). Brief description of the type of services for which the DMV is being billed.
 - (8). Total number of days in the billing period that the Contractor was required to perform services.
 - (9). Dates within the billing period that the Contractor failed to render required services.
 - (10). Total amount invoiced (include calculations showing how the total amount invoiced was determined by including any pro-rata reduction amounts if applicable).
- F. 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.

G. The Contractor's invoice(s) shall be emailed to: **ACCT_INV@dmv.ca.gov**

2. Travel Reimbursement

A. The DMV shall not reimburse the Contractor for travel costs.

3. 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.

4. 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).

5. Withholding Amounts Owed From Amounts Due

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

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EXHIBIT C

GENERAL TERMS AND CONDITIONS

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

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 \$250.00 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 license for the work they perform under this Agreement.

- D. All subcontractors utilized to perform services under this Agreement shall be covered by the Contractor's insurance or possess insurance equal to the policies, coverages, and limits required of the Contractor under this Agreement.
- E. The DMV shall not entertain requests to arbitrate disputes among subcontractors or between the Contractor and subcontractors concerning responsibility of performing any part of the work under this Agreement. The Contractor is responsible for all work performed under this Agreement.

11. Rejection

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

AND/OR

- (2). Terminate this Agreement.

12. Jurisdiction and Venue

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

13. Dispute

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

14. Standards of Conduct

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

15. Laws, Rules, Regulations, and Executive Orders

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

16. Economic Sanctions

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

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EXHIBIT E

ADDITIONAL PROVISIONS

1. Security Requirements

- A. Any breach of security as specified in sections (1) and (2) of this Exhibit shall be cause for immediate termination of this Agreement.

(1). Facility Security Requirements

- a. The Contractor shall provide a fully lockable facility for the receiving and storing of all DMV property. In addition, the Contractor's facility shall be completely secured with fire and entry alarm systems fully installed and operational at all times throughout the term of this Agreement. The fire and entry alarm systems must be installed and monitored through a licensed alarm company.
- b. The DMV reserves the right to inspect the Contractor's facility at any time without prior notification throughout the term of this Agreement in order to ensure the security and integrity of all DMV property.

(2). Identification Badge

- a. All contracted personnel routinely working at the DMV facility will be issued an identification badge allowing access to those areas of the facilities in which they will perform their assigned tasks. Badges remain the property of the DMV and shall be surrendered when the contracted employee is reassigned, dismissed or terminates employment with the Contractor. All lost or stolen badges shall be reported to the DMV Project Manager immediately. The replacement fee is ten dollars (\$10.00) and shall be at the Contractor's expense. The Contractor shall supply the DMV Project Manager with the names of personnel working in or on any DMV property. If any changes in personnel are made, the DMV Project Manager shall be notified prior to the change.

(3). Security Clearance

- a. The Contractor shall cooperate with the DMV in allowing the DMV to conduct fingerprint-based background checks using Live Scan technology on all staff to be assigned to the work, immediately upon contract award. The DMV will provide the Contractor with Request for Live Scan Service forms (STD. 8035), to be completed by any person who shall perform work on this project. The Contractor shall coordinate the Live Scan process for his personnel. In most cases, the fingerprinting process can take from eleven (11) to forty (40) days, therefore, the Contractor shall allow sufficient time to have all personnel approved prior to the contract effective date. The list for available Live Scan sites is located at <http://ag.ca.gov/fingerprints/publications/contact.htm>. The Contractor shall be responsible for all fees to complete this process,
- b. The Contractor shall provide the DMV Mail Operations a list of any person(s) submitted for Live Scan Service, who shall be used to perform the work. The list shall contain full true name, birth date, and California Drivers' License number or California Identification Card Number, along with the duty statement for each individual. The Contractor shall update the list as any personnel changes are approved by DMV so that the list is current and accurately reflects all personnel contracted to perform work under this Agreement.

- c. The DMV may perform a background check and security clearance on contracted employees working under this Agreement. For this reason, the employee's name must be entered on the Information Security and Disclosure Statement Public/Private Partnerships Employee (EXEC 200X). These records shall remain in the Contractor's company file, and their confidentiality shall be ensured by the Contractor. Based on this background check and security clearance, at the DMV's discretion, any potential employee who is considered a security risk may not under any circumstances participate in this Agreement. The Contractor shall ensure that such employees shall have no physical, visual, or electronic contact with DMV equipment, data, documents, or information.
- d. If the DMV Project Manager receives an unsuitable report on any employee after processing security clearance, or if it is found a prospective employee is unsuitable or unfit for the Contractor's assigned duties, the Contractor shall be advised immediately that such employee cannot continue to work or be assigned to work under this Agreement. The DMV shall have and exercise full and complete control over granting, denying, withholding, or terminating clearances for employees. The DMV may, as it deems appropriate, authorize and grant temporary clearance to the employees of the Contractor. However, the granting of temporary clearance to any such employee shall not be considered as assurance that full clearance shall follow as a result of the condition, and the granting of either temporary or full clearance shall in no way prevent, preclude, or bar the withdrawal or termination of any such clearance by the DMV.

(4). Information Access Security and Clearance

- a. The Contractor shall not capture or retain any information acquired under the provisions of this Agreement for any purpose other than those of this Agreement. The DMV will provide the Contractor with an Information Security And Disclosure Statement Firm (EXEC 201X) form that the Contractor shall sign and return to the DMV. The DMV shall also provide the Contractor with an Information Security and Disclosure Statement Public/Private Partnerships Employee (EXEC 200X) form for the Contractor's employees to sign. The Contractor shall have all employees performing services under this Agreement sign an EXEC 200X form, and the Contractor shall store all employee signed EXEC 200X forms at a secure location. The Contractor shall inform the DMV of the secure location where the signed EXEC 200X forms are stored and shall notify the DMV of any changes to the secure location. The Contractor shall keep the employee signed EXEC 200X forms current as new personnel are hired and shall have employees renew their EXEC 200X forms annually.
- b. The DMV will provide the Contractor with a copy of the Handling and Reporting Information Security Incidents (DMV 145) guide. The Contractor shall become familiar with the procedures for recognizing and reporting an information security incident as it applies to work performed under this Agreement. The Contractor shall make the guide available to the Contractor's employees and inform them that they should become familiar with the procedures for recognizing and reporting an information security incident as it applies to their work for the DMV under this Agreement. The Contractor shall report incidents to the DMV Project Manager.

(5). Security of Materials

- a. The Contractor, unless otherwise instructed by the DMV, shall return all documents containing confidential data in a manner that maintains the data's confidentiality.
- b. The Contractor shall provide the following facility access barriers:
 - 1. Place signs limiting access to "employees only" to discourage people from entering the work area or storage areas.
 - 2. Have all visitors pass through a reception area.
 - 3. Always have at least one person in the reception area. If there is no one available to watch over the work area, lock what is necessary to prevent unauthorized entry.
 - 4. Areas containing items, equipment, and/or records not under constant surveillance shall require that visitors be escorted.
 - 5. Ensure that non-public areas are posted and secured and that employees are encouraged to inquire about strangers in such areas.

(6). Deliveries and Pickups

- a. The Contractor shall not allow goods to be left unattended on loading docks or by doors. Incoming goods must be stored immediately. Items to be shipped cannot be left unattended. Identification should be required to ensure that items to be shipped are being removed from the premises by authorized persons.
- b. The Contractor shall keep delivery doors closed at all times except when in use.
- c. The Contractor shall not leave notes on delivery doors, shall not allow locks to be taped open, and shall not allow doors kept ajar by wedges.
- d. The Contractor shall not transport non-employees or unauthorized personnel in vehicles used to deliver or pickup DMV materials while conducting business on behalf of the DMV.

(7). Building Signage

- a. Sign Posting
 - 1. Under no circumstances shall any vendor place any sign, notation or any other posted information, whether permanent or temporary, indicating that a DMV function or process is being conducted on the premises. This restriction shall also include any DMV reference upon a contractor's business card, forms, paperwork, email address or telephone and security contracts. It shall also not be referred to in the contractors lease or any other documentation notating the contractual relationship between the contractor and the DMV.
- b. Office Interior
 - 1. Signs restricting use of certain areas of the office to authorized personnel shall be used by the Contractor.

2. All emergency exit doors shall be signed with the word "EMERGENCY EXIT ONLY– USE MAIN ENTRANCE DOOR TO EXIT."

c. Parking Lots and Office Exterior

1. All doors providing access to the office, other than the main access door, must have a sign from the exterior side. These signs must clearly state the door is a nonpublic access door and give directions to the public entrance door(s). (Note: These nonpublic doors should be kept locked whenever possible to prevent their use by unauthorized persons.)

(8). Equipment Near Street Level Windows

- a. The Contractor shall not store any contract items near any window, as to enhance the security and protection of such items. Items should not be reachable from any window should it be broken or damaged.

(9). Shrubbery

- a. All shrubbery must be kept trimmed and thinned below the window line and away from doors and fences. In no case should space be maintained between bushes and hedges and the walls of the building.

(10). Skylights

- a. Skylights must be secured by the use of grills or gratings on the interior side. They must be alarmed and triggered individually or such entrance must be within the detection of a motion alarm device.

(11). Vents

- a. Vents must be covered with a grill or grate to prevent their use as an entry point.

(12). Air Conditioners

- a. Small air conditioning units that have been installed either in the wall or a window must be permanently secured to prevent easy removal.

(13). Key Control

- a. The Contractor shall have one person in charge of issuing keys and obtaining signed receipts from employees.
- b. When a key is lost and recovery unlikely, re-keying is mandatory.
- c. The Contractor shall limit the number of keys issued to the minimum necessary. The contractor shall design the key system so that employees' keys shall allow them into the areas only where they need access. The Contractor shall be especially careful in issuing master keys.

(14). Equipment Locks

- a. If the evaluation of the Contractor's facility indicates that a serious enough crime threat exists in the area to warrant the installation of equipment lock down devices on all high-risk equipment, the Contractor shall contact a reputable office equipment supply store to obtain information on the various types of lock down devices available.

2. 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. If insurance expires during the term of this Agreement, a new certificate of Insurance must be received by the DMV at least ten (10) DMV business days prior to the expiration of the insurance. Any new insurance must comply with the original terms of this Agreement.

(2). Policy Cancellation or Termination and Notice of Non-Renewal

- a. The Contractor shall provide to the DMV, within five (5) DMV business days following receipt by the Contractor, a copy of any cancellation or non-renewal of insurance required under 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.

(3). Deductible

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

(4). 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.

(5). 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 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.

(6). Endorsements

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

(7). Inadequate Insurance

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

The remainder of this page is intentionally left blank.

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 supplied under form acceptable to DGS, ORIM:
 - a. The State of California, its officers, agents and employees are included as additional insured, but only with respect to work performed for the State of California.

C. Automobile Liability

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

D. Crime Insurance

- (1). Throughout the term of this Agreement, the Contractor shall maintain a valid certificate of insurance stating that there is crime insurance presently in effect for the Contractor with limits of not less than \$1,000,000.00 or the combined total of the daily liability amounts for all DMV offices included in Exhibit B, whichever is greater, to protect the money and securities of the DMV from employee theft, forgery or alteration, and inside/outside theft of money and securities while it is in the care, custody, or control of the Contractor.
- (2). The insurance policy shall include the following additional insured endorsement that shall be supplied under form acceptable to DGS, ORIM:
 - a. The State of California, its officers, agents and employees are included as additional insured, but only with respect to work performed for the State of California.
- (3). The Contractor's crime insurance policy shall name the DMV as loss payee. The Contractor shall provide a loss payable endorsement with the certificate of insurance.

E. 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 to 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 to the DMV Contract Administrator, a Workers Compensation Exemption Certification form.
- (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 provide the DMV with 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.

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

3. Security

A. DMV and Employee Property

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

B. Security Breach

- (1). Any security breach by the Contractor or the Contractor's employees may result in immediate termination of this Agreement. The Contractor will be notified by telephone by the DMV Project Manager immediately followed by written notification.

4. 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.

5. Collision Damage Waiver

- A. The DMV declines the collision damage waiver on vehicle rental agreement.

6. Performance Bond

- A. The Contractor shall provide the DMV with a performance bond equal to thirty percent (30%) of the total amount payable under this Agreement guaranteeing faithful performance of the work. The performance bond shall be issued by a corporate surety authorized to transact a general surety business in the State of California.
- B. In the event that this Agreement needs to be amended to increase the total amount payable, the Contractor shall provide the DMV with one of the following prior to approval of the Agreement amendment:
- (1). A separate additional performance bond equal to thirty percent (30%) of the amount added to the total amount payable.
- OR**
- (2). A performance bond rider that increases the total amount payable by thirty percent (30%) of the amount added.
- C. In the event the Contractor fails to keep performance bond coverage in effect at all times as herein provided, the DMV may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

7. License

- A. The Contractor shall possess a valid Motor Carrier Permit issued by the California DMV. The Contractor's Motor Carrier Permit shall be in good standing throughout the term of this Agreement.

8. Background Checks

- A. All Contractor personnel that will be utilized to perform services under this Agreement shall undergo and clear a background check prior to performing any services under this Agreement. Background checks shall be processed by an authorized Department of Justice (DOJ) Live Scan site. All Contractor personnel that fail to pass the background check shall be banned from performing any services under this Agreement, and the Contractor shall propose replacement personnel immediately. When requested by the Contractor, the DMV will provide Contractor personnel with authorized DOJ Live Scan services at DMV Headquarters in Sacramento, CA at no cost to the Contractor's personnel, unless the DMV no longer offers the services to contractors. In the event the DMV no longer offers the services to contractors or the Contractor elects to have Contractor personnel obtain authorized DOJ Live Scan services at any other location, the Contractor shall be responsible for any costs incurred to complete background checks at other locations. The Contractor shall work with the DMV Project Manager(s) and/or Contract Coordinator specified in this Agreement to ensure that background checks have been completed and approvals have been provided by the DMV's Human Resources Branch.

9. 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.

10. Amendments

- A. This Agreement may be amended upon mutual 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 exercise an option to extend the term of this Agreement for two (2) additional **one (1) year options to extend**. The option to extend for additional periods rests solely with the DMV. The rate for additional periods shall **specified in Exhibit B**.
 - (3). To correct incidental or typographical errors.
 - (4). To change the name of the Contractor or assign this Agreement to another contractor as specified within this Agreement.
 - (5). To add additional funds (but not both) to complete the performance of this Agreement.
 - a. Additional funds added shall not exceed 30% of the original Agreement total, not to exceed \$250,000.00. Additional funds shall only be added for exceptional unanticipated circumstances or when usage is higher than the original good faith estimates/multipliers utilized for this Agreement.

11. 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).

12. 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.

13. 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

IDENTIFICATION OF SUBCONTRACTOR

The Contractor shall not substitute any person or subcontractor in place of a subcontractor listed in the current Subcontractor/Supplier List unless the proposed subcontractor has fulfilled all contractual security measures herein required and the DMV Project Manager has approved the substitution.

Subcontractor:

Work To Be Performed	Subcontractor Name	Address & Phone	License Type & Number	Bonded (Y/N)	Insured (Y/N)

Name of Subcontractor Being Replaced (If Applicable): _____

Contractor Signature

Date

DMV Project Manager Signature

Date

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EXHIBIT G

ESTIMATED ITEM VOLUME DETAIL*

ITEM	FY 2026-2027	FY 2027-2028	FY 2028-2029	FY 2029-2030	TOTAL
Sequential License Plates (SEQ)	80,750	156,750	156,750	80,750	475,000
Permanent Trailer License Plates (PTI)	20,400	39,600	39,600	20,400	120,000
Environmental & Specialty License Plates (ELP)	102,000	198,000	198,000	102,000	600,000
Disabled Person Placards (DPP)	2,350,000	0	2,350,000	0	4,700,000
Off Highway Vehicle Stickers (OHV)	136,000	264,000	264,000	136,000	800,000
Commercial Vehicle Reg Act. (Decal)	1,700	3,300	3,300	1,700	10,000
Partial Year Registration (PYR)	76,500	148,500	148,500	76,500	450,000
Commercial Vehicle Reg Act. (CVRA) Renewal	71,400	138,600	138,600	71,400	420,000
TOTAL	2,838,750	948,750	3,298,750	488,750	7,575,000

*** The DMV does not guarantee a specific minimum or maximum volume per item to be processed by the Contractor during the term of this Agreement.**

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ESTIMATED 1st YEAR OPTIONAL EXTENSION ITEM VOLUME

ITEM	YEAR ONE (1) TOTAL
Sequential License Plates (SEQ)	158,333
Permanent Trailer License Plates (PTI)	40,000
Environmental & Specialty License Plates (ELP)	200,000
Disabled Person Placards (DPP)	2,350,000
Off Highway Vehicle Stickers (OHV)	266,667
Commercial Vehicle Reg Act. (Decal)	3,333
Commercial Vehicle Reg Act. (CVRA) Renewal	140,000
Partial Year Registration (PYR)	150,000
TOTAL	3,308,333

*** The DMV does not guarantee a specific minimum or maximum volume per item to be processed by the Contractor during the term of this Agreement.**

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ESTIMATED 2ND YEAR OPTIONAL EXTENSION ITEM VOLUME

ITEM	YEAR TWO (2) TOTAL
Sequential License Plates (SEQ)	158,333
Permanent Trailer License Plates (PTI)	40,000
Environmental & Specialty License Plates (ELP)	200,000
Disabled Person Placards (DPP)	0
Off Highway Vehicle Stickers (OHV)	266,667
Commercial Vehicle Reg Act. (Decal)	3,333
Commercial Vehicle Reg Act. (CVRA) Renewal	140,000
Partial Year Registration (PYR)	150,000
TOTAL	958,333

*** The DMV does not guarantee a specific minimum or maximum volume per item to be processed by the Contractor during the term of this Agreement.**

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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.*).

June 13, 2016

REQUIRED BID DOCUMENTS CHECKLIST

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

ITEM & DESCRIPTION

- ☐ Attachment 1 – Bid/Bidder Certification Sheet
- ☐ Attachment 2 – Cost Sheet
- ☐ Attachment 3 – Payee Data Record
- ☐ Attachment 4 – Bidder Declaration & Subcontractor/Supplier List
- ☐ Attachment 5 – Darfur Contracting Act
- ☐ Attachment 6 * – California Disabled Veteran Business Enterprise Participation Documents
 - ☐ STD 843 – Disabled Veteran Business Enterprise Declarations
(To be completed by a bidder or subcontractor that is a certified DVBE)
 - ☐ DVBE Subcontractor Agreement
- ☐ Attachment 7 – California Civil Rights Laws Certification ***(This Attachment is only required if your total bid for the term of the contract is \$100,000.00 or more)***
- ☐ Attachment 8 – Iran Contracting Act – ***(This Attachment is only required if your total bid for the term of the contract is \$1,000,000.00 or more)***
- ☐ Attachment 9 – STD 830 – Target Area Contract Preference Act Preference Request For Goods And Services Solicitations ***(This Attachment is only required if you are requesting this preference.)***
- ☐ Attachment 10 – DGS/PD 526 – Bidder's Summary Of Contract Activities And Labor Hours ***(This Attachment is only required if you are requesting a TACPA preference.)***
- ☐ Documentation of ownership or lease agreement for the facility to be utilized, or evidence of a potential lease agreement for the facility to be utilized.
- ☐ Bidder Resume
- ☐ Motor Carrier Permit issued by the California Department of Motor Vehicles

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 be used to verify possession of a contractor's license for public works agreements.
12	Complete if your firm holds a PUC license. This information will be used to verify possession of a PUC license for public works agreements.
13	Complete, if applicable, by indicating the type of additional licenses and/or certifications that your firm possesses that are required for the type of services being procured.
14	If certified as a Small Business Enterprise, place a check in the "Yes" checkbox next to "A", and enter your certification number. If certified as a Disabled Veteran Business Enterprise, place a check in the "Yes" checkbox next to "B" and enter your certification number. If you are not certified as either a Small Business Enterprise or Disabled Veteran Business Enterprise, place a check in the "No" checkbox next to both "A" and "B". If your certification is pending, enter the date your application was submitted to the Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS).
15, 16, 17, 18	Must be completed. These items are self-explanatory.

ATTACHMENT 2**COST SHEET**

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

It is unlawful for any person engaged in business within the State of California to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professionals Code.

Bidder proposes and agrees to furnish all labor, materials, tools, equipment, and supervision; pay all taxes, insurance, bonds, license and permit fees, travel costs, fingerprint-based state and federal criminal record check fees/costs (if applicable), and other costs incidental to the work to be performed in accordance with the attached Scope of Work identified in Exhibit A at the cost(s) below.

For each item listed below, the Bidder shall indicate the "Cost per 1,000 Processed Items" and the "Cost to Process Estimated Three (3) Year Volume" based on the "Estimated Volume Per 1,000 Items". The Bidder shall also indicate the "Grand Total" cost by adding the "Cost to Process Estimated Three (3) Year Volume" for all items. **A processed item is that which has been prepared and either mailed to a customer or returned to the Department, or any other completed work as outlined within this Scope of Work. The number of plates, certificates, or other indicia included in an item or envelope shall not be considered individually.**

The DMV does not guarantee a specific minimum or maximum volume per item. Bidder must provide a unit cost greater than zero dollars for all items included in this Cost Sheet. **Note:** The DMV shall pay all postage costs for mailing DMV property. Bidder shall not include postage costs in their bid.

Upon award of this contract, an additional twenty percent (20%) of the total bid will be included in the total contract amount to cover any event where it is determined by the DMV that additional tasks warrant additional compensation.

ITEM #	ITEM TYPE	COST PER 1,000 PROCESSED ITEMS		ESTIMATED VOLUME PER 1,000 ITEMS		COST TO PROCESS ESTIMATED THREE (3) YEAR VOLUME
A1	Sequential License Plates (SEQ)	\$	x	475	=	\$
A2	Permanent Trailer (PTI) License Plates	\$	x	120	=	\$
A3	Environmental & Special Request License Plates (ELP)	\$	x	600	=	\$
A4	Disabled Person Placards (DPP)	\$	x	4,700	=	\$
A5	Off Highway Vehicle Sticker License Plates (OHV)	\$	x	800	=	\$
A6	Partial Year Registration (PYR)	\$	x	450	=	\$
A7	Commercial Vehicle Registration Act (CVRA) (Decals)	\$	x	10	=	\$
A8	Commercial Vehicle Registration Act (CVRA) Decals (Renewals)	\$	x	420	=	\$
A9	Grand Total Cost to Process Estimated Three (3) Year Volume (SUM OF A1 THROUGH A8)					= \$

CONTINUED ON PAGE 2

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:** _____

COST SHEET PAGE 2**OPTIONAL ONE (1) YEAR EXTENSION COSTING**

For each item listed below, the Bidder shall indicate the "Cost per 1,000 Processed Items" and the "Cost to Process Estimated One (1) Year Extension Volume" based on the "Estimated Volume Per 1,000 Items". The Bidder shall also indicate the "Grand Total" cost by adding the "Cost to Process Estimated One (1) Year Extension Volume" for all items. **A processed item is that which has been prepared and either mailed to a customer or returned to the Department, or any other completed work as outlined within this Scope of Work. The number of plates, certificates, or other indicia included in an item or envelope shall not be considered individually.**

The DMV does not guarantee a specific minimum or maximum volume per item. Bidder must provide a unit cost greater than zero dollars for all items included in this Cost Sheet. **Note:** The DMV shall pay all postage costs for mailing DMV property. Bidder shall not include postage costs in their bid.

Upon award of this contract, an additional twenty percent (20%) of the total bid will be included in the total contract amount to cover any event where it is determined by the DMV that additional tasks warrant additional compensation.

ITEM #	ITEM TYPE	COST PER 1,000 PROCESSED ITEMS		ESTIMATED VOLUME PER 1,000 ITEMS		COST TO PROCESS ESTIMATED ONE (1) YEAR EXTENSION VOLUME
B1	Sequential License Plates (SEQ)	\$	x	158.333	=	\$
B2	Permanent Trailer (PTI) License Plates	\$	x	40	=	\$
B3	Environmental & Special Request License Plates (ELP)	\$	x	200	=	\$
B4	Disabled Person Placards (DPP)	\$	x	2,350	=	\$
B5	Off Highway Vehicle Sticker License Plates (OHV)	\$	x	266.667	=	\$
B6	Partial Year Registration (PYR)	\$	x	150	=	\$
B7	Commercial Vehicle Registration Act (CVRA) (Decals)	\$	x	3.333	=	\$
B8	Commercial Vehicle Registration Act (CVRA) Decals (Renewals)	\$	x	140	=	\$
B9	Grand Total Cost to Process Estimated ONE (1) YEAR EXTENTION Volume (SUM OF B1 THROUGH B8)					= \$

CONTINUED ON PAGE 3

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:** _____

COST SHEET PAGE 3**OPTIONAL YEAR TWO (2) EXTENSION COSTING**

For each item listed below, the Bidder shall indicate the "Cost per 1,000 Processed Items" and the "Cost to Process Estimated YEAR TWO (2) Extension Volume" based on the "Estimated Volume Per 1,000 Items". The Bidder shall also indicate the "Grand Total" cost by adding the "Cost to Process Estimated YEAR TWO (2) Extension Volume" for all items. **A processed item is that which has been prepared and either mailed to a customer or returned to the Department, or any other completed work as outlined within this Scope of Work. The number of plates, certificates, or other indicia included in an item or envelope shall not be considered individually.**

The DMV does not guarantee a specific minimum or maximum volume per item. Bidder must provide a unit cost greater than zero dollars for all items included in this Cost Sheet. **Note:** The DMV shall pay all postage costs for mailing DMV property. Bidder shall not include postage costs in their bid.

Upon award of this contract, an additional twenty percent (20%) of the total bid will be included in the total contract amount to cover any event where it is determined by the DMV that additional tasks warrant additional compensation.

ITEM #	ITEM TYPE	COST PER 1,000 PROCESSED ITEMS		ESTIMATED VOLUME PER 1,000 ITEMS		COST TO PROCESS ESTIMATED YEAR TWO (2) EXTENSION VOLUME
C1	Sequential License Plates (SEQ)	\$	x	158.333	=	\$
C2	Permanent Trailer (PTI) License Plates	\$	x	40	=	\$
C3	Environmental & Special Request License Plates (ELP)	\$	x	200	=	\$
C4	Disabled Person Placards (DPP)	\$	x	0	=	\$
C5	Off Highway Vehicle Sticker License Plates (OHV)	\$	x	266.667	=	\$
C6	Partial Year Registration (PYR)	\$	x	150	=	\$
C7	Commercial Vehicle Registration Act (CVRA) (Decals)	\$	x	3.333	=	\$
C8	Commercial Vehicle Registration Act (CVRA) Decals (Renewals)	\$	x	140	=	\$
C9	Grand Total Cost to Process Estimated YEAR TWO (2) EXTENTION Volume (SUM OF C1 THROUGH C8)					= \$
D1	Grand Total Cost to Process Estimated FIVE (5) YEAR TOTAL VOLUME (SUM OF A9 + B9 + C9)					= \$

(Basis for Award)

****AWARD WILL BE BASED ON ESTMINATED FIVE (5) YEAR VOLUME TOTAL AS INDICATED ABOVE. THE CONTRACT SHALL BE WRITTEN FOR THE THREE (3) YEAR TOTAL AND EXTENTION TOTALS SHALL BE ADDED IF APPLICABLE.**

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:** _____

ATTACHMENT 3

PAYEE DATA RECORD (Read Before Completing)

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

The remainder of this page is intentionally left blank.

PAYEE DATA RECORD

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

Section 1 – Payee Information

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

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

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

CITY, STATE, ZIP CODE

E-MAIL ADDRESS

Section 2 – Entity Type

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

☐ **SOLE PROPRIETOR / INDIVIDUAL**

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

☐ **PARTNERSHIP**

☐ **ESTATE OR TRUST**

CORPORATION (see instructions on page 2)

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

☐ **LEGAL** (e.g., attorney services)

☐ **EXEMPT** (e.g., nonprofit)

☐ **ALL OTHERS**

Section 3 – Tax Identification Number

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

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

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

_____ - _____ - _____

OR

Federal Employer Identification Number (FEIN)

_____ - _____ - _____

Section 4 – Payee Residency Status (See instructions)

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

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

☐ No services performed in California

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

Section 5 – Certification

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

NAME OF AUTHORIZED PAYEE REPRESENTATIVE

TITLE

E-MAIL ADDRESS

SIGNATURE

DATE

TELEPHONE (include area code)

Section 6 – Paying State Agency

Please return completed form to:

STATE AGENCY/DEPARTMENT OFFICE

UNIT/SECTION

MAILING ADDRESS

FAX

TELEPHONE (include area code)

CITY

STATE

ZIP CODE

E-MAIL ADDRESS

PAYEE DATA RECORD

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

GENERAL INSTRUCTIONS

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

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

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

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

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

Section 1 – Payee Information

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

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

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

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

Section 2 – Entity Type

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

Section 3 – Tax Identification Number

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

Section 4 – Payee Residency Status

Are you a California resident or nonresident?

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

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

Withholding Services and Compliance Section: 1-888-792-4900
For hearing impaired with TDD, call: 1-800-822-6268

E-mail address: wscs.gen@ftb.ca.gov
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 <i>(Required. Do not leave blank.)</i>	TAX ID NUMBER <i>(Required)</i> SSN, ITIN, or FEIN that matches Tax ID number provided on STD 204
BUSINESS NAME, DBA NAME or DISREGARDED SINGLE MEMBER LLC NAME <i>(If different from above)</i>	

Additional Remittance Address Information			
- Use the fields below to provide remittance addresses for payee if different from the mailing address on the STD 204. <i>The addresses provided below are for remittance purposes only. 1099 information returns will be sent to the mailing address specified on the STD 204.</i>			
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 <i>(include area code)</i>	EMAIL
2 CONTACT NAME	
TELEPHONE	EMAIL
3 CONTACT NAME	
TELEPHONE	EMAIL

Certification		
<i>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.</i>		
NAME OF AUTHORIZED PAYEE REPRESENTATIVE (Print or Type name)	TITLE	E-MAIL ADDRESS
SIGNATURE 	DATE	TELEPHONE <i>(include area code)</i>

PAYEE DATA RECORD SUPPLEMENT

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

GENERAL INSTRUCTIONS

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

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

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

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

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

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

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

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

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

PRIVACY STATEMENT

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

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

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

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

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

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

A. PRIME (BIDDING) CONTRACTOR INFORMATION

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

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

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

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

B. DVBE SUBCONTRACTOR/SUPPLIER INFORMATION (if applicable)

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

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

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

C. NON-DVBE SUBCONTRACTOR INFORMATION (if applicable)

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

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

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

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

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

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

E. BIDDER'S AUTHORIZED REPRESENTATIVE

I certify under penalty of perjury that the information provided is true and correct.

COMPANY NAME:

AUTHORIZED BIDDER'S NAME (Print):

AUTHORIZED BIDDER'S SIGNATURE:

DATE:

COMBINED % TOTAL MUST EQUAL 100%

ATTACHMENT 5

DARFUR CONTRACTING ACT

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

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

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

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

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

OR

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

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

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

OR

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

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

CERTIFICATION FOR #3

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

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

ATTACHMENT 6

CALIFORNIA 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 contract 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 (Note: This is applicable if you are Certified DVBE bidder or subcontractor)
- ☐ 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 BidSync website.

The remainder of this page is intentionally left blank.

ATTACHMENT 7**CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION**

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

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

1. **CALIFORNIA CIVIL RIGHTS LAWS:** The bidder/proposer/contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. **EMPLOYER DISCRIMINATORY POLICIES:** If the bidder/proposer/contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the bidder/proposer/contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

BIDDER/PROPOSER/CONTRACTOR CERTIFICATION

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

Bidder/Proposer/Contractor Firm Name (Printed):

Federal ID Number:

By (Authorized Signature):

Printed Name and Title of Person Signing:

Date Executed:

Executed in the County and State of:

ATTACHMENT 8**IRAN CONTRACTING ACT**

You must complete Option #1 or Option #2 below if your total bid is \$1,000,000.00 or more. Your bid may be deemed non-responsive by the DMV if you fail to complete, sign, and submit this document with your bid.

Prior to bidding on, submitting a proposal for, or executing a contract or renewal for a State of California contract for goods or services of \$1,000,000.00 or more, a bidder or proposer must either:

- A. Certify it is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services (DGS) pursuant to Public Contract Code (PCC) Section 2203(b) and is not a financial institution extending \$20,000,000.00 or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

OR

- B. Demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to PCC Section 2203(c) or (d).

To comply with this requirement, please insert your proposer/bidder/financial institution name and Federal Identification Number (if available) and complete **one** of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000.00 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts (PCC Section 2205).

OPTION #1 – CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the proposer/bidder/financial institution identified below, and the proposer/bidder/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending \$20,000,000.00 or more in credit to another person/vendor for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

Proposer/Bidder/Financial Institution Firm Name (Printed):		Federal ID Number (or N/A):
By (Authorized Signature):		
X		
Printed Name and Title of Person Signing:		
Date Executed:	Executed in the County and State of:	

OR

OPTION #2 – EXEMPTION

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

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

Proposer/Bidder/Financial Firm Name (Printed):		Federal ID Number (or N/A):
By (Authorized Signature):		
X		
Printed Name and Title of Person Signing:		Date Executed:

ATTACHMENT 9

STD. 830 (REV. 1/2005) (FRONT)

**TARGET AREA CONTRACT PREFERENCE ACT
PREFERENCE REQUEST FOR GOODS AND SERVICES SOLICITATIONS**STATE OF CALIFORNIA – DEPARTMENT OF GENERAL SERVICES
DISPUTE RESOLUTION AND PREFERENCE PROGRAMS*Complete this form to request TACPA preferences for this bid.*

SOLICITATION NUMBER	AGENCY/DEPT
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Target Area Contract Preference Act (TACPA) preferences are available only if the lowest responsible bid and resulting contract exceeds \$100,000. Your firm must be California based. You must certify, under penalty of perjury, to perform either **50%** of the labor hours required to complete a contract for GOODS, or **90%** of the labor hours required to complete a contract for SERVICES in the Target Area Contract Preference Act zone(s) you identify in Section I. The TACPA provides bid selection preferences of 5% for eligible worksites (Section I), and 1% to 4% for hiring eligible workforce employees (Section II). To identify Census Tract and Block Group numbers contact the city or county Planning and Development Commission for the intended worksite or visit the U.S. Census Bureau website (www.census.gov).

Section I. 5% WORKSITE(S) PREFERENCE ELIGIBILITY AND LABOR HOURS*To the Bidder: Preference may be denied for failure to provide the following required information:*

- (1) Identify each firm in the supply chain, including yours, that will perform any of the contract labor hours required to complete this contract. Identify your role in the distribution process. Transportation hours performed by each carrier must be reported separately.
- (2) List complete addresses for each firm named below.
- (3) Report projected number of labor hours required to perform the contract for each firm.
- (4) Enter the CENSUS TRACT number.
- (5) Enter the BLOCK GROUP number.
- (6) Identify the California designated TACPA worksite(s) by entering the proper **Criteria** letter A, B, C, D, E, F (see reverse for instructions) in the Criteria column.

(1) FIRM NAME and CONTRACT FUNCTION: (Manufacturing, transportation, shipping, warehousing, admin., etc.) Use additional pages, as needed, to fully report worksite information.	(2) WORKSITE ADDRESS Street Address, City, County, State, Zip Code, Phone Number	(3) PROJECTED LABOR HOURS	COMPLETE FOR ALL SITES LOCATED WITHIN A TACPA PREFERENCE AREA(S)		
			(4) TRACT NUMBER	(5) BLOCK NUMBER	(6) CRITERIA (A – F)
		TOTAL PROJECTED LABOR HOURS:			

Section II. 1% TO 4% WORKFORCE PREFERENCE*Bidders must qualify their firm's worksite eligibility to request an additional 1% to 4% workforce preference in Section II.*

- ☐ I request a 1% preference for hiring eligible persons to perform 5 to 9.99% of the total contract labor hours.
- ☐ I request a 2% preference for hiring eligible persons to perform 10 to 14.99% of the total contract labor hours.
- ☐ I request a 3% preference for hiring eligible persons to perform 15 to 19.99% of the total contract labor hours.
- ☐ I request a 4% preference for hiring eligible persons to perform 20% or more of the total contract labor hours.

Section III. CERTIFICATION FOR WORKSITE AND WORKFORCE PREFERENCES*To receive TACPA preferences, the following certification must be completed and signed by the Bidder.*

I hereby certify under penalty of perjury that the bidder: (1) is a California based company as defined in the TACPA regulations; (2) shall ensure that at least 50% of the labor hours required to complete a contract for Goods, or 90% of the labor hours to complete a Services contract shall be performed at the designated TACPA worksite(s) claimed in Section I; (3) shall hire persons who are TACPA eligible employees to perform the specified percent of total contract labor hours as claimed in Section II; (4) has provided accurate information on this request. I understand that any person furnishing false certification, willfully providing false information or omitting information, or failing to comply with the TACPA requirements is subject to sanctions as set forth in the statutes.

BIDDER'S NAME & TITLE	BIDDER'S SIGNATURE	PHONE NUMBER	DATE
		FAX NUMBER	

STD. 830 (REV. 1/2005) (REVERSE)

TARGET AREA CONTRACT PREFERENCE ACT PREFERENCE REQUEST FOR GOODS AND SERVICES SOLICITATIONS

Target Area Contract Preference Act References and Instructions

The Target Area Contract preference Act (TACPA), GC §4530 et seq., and 2 CCR §1896.30 et seq., promotes employment and economic development at designated distressed areas by offering 5% worksite and 1% to 4% workforce bidding preferences in specified state contracts. The TACPA preferences do not apply to contracts where the worksite is fixed by the contract terms. These preferences only apply to bidders who are California based firms, and only when the lowest responsible bid and resulting contract exceed \$100,000. Bidders must certify, under penalty of perjury to perform either 50% (for GOODS contracts) or 90% (for SERVICES contracts) of the labor hours required to complete this contract in the eligible TACPA area worksite(s) identified in Section I on the reverse side of this page. TACPA preferences are limited to 9%, or a maximum of \$50,000 per bid. In combination with any other preferences, the maximum limit is 15% of the lowest responsible bid; and, in no case more than \$100,000 per bid.

Section I Worksite Preference Eligibility and Labor Hours

Bidders must identify at least one eligible TACPA worksite by entering the criteria letter A, B, C, D, E or F in the "Criteria" column and enter the "Census Tract" and "Block Group" Numbers to be eligible for the preference. You must name each and every firm or site where contract labor hours will be worked. Preference requests may be denied if an eligible California TACPA worksite is not identified, or all firms performing contract labor hours are not identified. Enter one of the following "Criteria" letters to identify each TACPA worksite on the reverse page:

- A.** The firm is located in a California eligible distressed area(s).
- B.** The firm will establish a worksite(s) in a California eligible distressed area(s).
- C.** The firm is in a census tract with a contiguous boundary adjacent to a California eligible distressed area.
- D.** The firm will establish a worksite(s) located directly adjoining a valid TACPA census tract/block group that when attached to the California eligible distressed area(s) forms a contiguous boundary.
- E.** The bidder will purchase the contract goods from a manufacturer(s) in a California eligible distressed area(s). **This option applies to solicitations for GOODS only.**
- F.** The bidder will purchase contract goods from a manufacturer(s) in directly adjoining census tract blocks that when attached to the California eligible distressed area(s) forms a contiguous boundary. **This option applies to solicitations for GOODS only.**

Enter labor hours for each listed firm and site. The hours shall be reasonable and shall only include the labor hours necessary and required to complete the contract activities. Artificially increasing hours at a claimed TACPA worksite, or understating labor hours worked outside the eligible worksite may result in a denied preference request. Do not include machine time and non-labor time when projecting contract labor hours. Report all bidder work hours and those of any subcontractor performing this contract. All transportation hours must be reported for each carrier separately and must not be combined or included with hours for manufacturing, processing, or administration, or at any eligible TACPA site. Failure to list all the labor hours to be performed at the reportable sites will result in a denial of this preference request.

The bidder must explain, by activity, their firm's projected contract labor hours by completing and signing the Bidder's Summary form (included with this solicitation).

If supplying goods, the bidder must also provide a completed and signed *Manufacturer's Summary*

STATE OF CALIFORNIA – DEPARTMENT OF GENERAL SERVICES DISPUTE RESOLUTION AND PREFERENCE PROGRAMS

form (included with this solicitation) that specifies the number of projected labor hours necessary to make the product(s).

Section II Workforce Preference

Eligibility to request a workforce preference is based on the bidder first claiming and receiving approval of the 5% TACPA worksite preference. The workforce preferences are only awarded if the bidder hires and employs the TACPA qualified individuals. Workforce preferences will not be approved for another firm's employees. By claiming a workforce preference percentage, the bidder must have its eligible employees perform the specified percentage of the total contract workforce labor hours. See Section I, "Total Projected Labor Hours," STD. 830. To claim the workforce preferences, select or check the appropriate box for percent of requested bid preferences in Section II.

Section III Certification for Worksite and Workforce Preferences

Bidder must sign, under penalty of perjury, the certification contained in Section III to be eligible for any of the preferences requested pursuant to this form. The penalties associated with the TACPA statute are: GC §4535.1, a business which requests and is given the preference by reason of having furnished a false certification, and which by reason of that certification has been awarded a contract to which it would not otherwise have been entitled, shall be subject to all of the following:

- (a) Pay to the State any difference between the contract amount and what the State's cost would have been if the contract had been properly awarded.
- (b) In addition to the amount specified in subdivision (a), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract involved.
- (c) Be ineligible to directly or indirectly transact any business with the State for a period of not less than six months and not more than 36 months.

Prior to the imposition of any sanction under this chapter, the contractor or vendor shall be entitled to a public hearing and to five days notice of the time and place thereof. The notice shall state the reasons for the hearing.

If you receive an award based on these preferences you will be required to report monthly on your contract performance, labor hours, and TACPA compliance.

For questions concerning preferences and calculations, or if a bid solicitation does not include preference request forms, please call the awarding Department's contract administrator. Only another California certified small business can use TACPA, EZA or LAMBRA preferences to displace a California certified small business bidder.

To identify TACPA distressed worksites, contact the local city or county Planning/Economic Development offices of the proposed worksite, or go to <http://factfinder.census.gov> and click on "Enter a street address" to find a Census Tract and Block Group. Verify the Census Tract and Block numbers for TACPA sites by calling the DGS, Procurement Division preference line at (916) 375-4609.

ATTACHMENT 10

STATE OF CALIFORNIA DGS/DP 526 (Rev. 01/2005)	BIDDER'S SUMMARY Of Contract Activities and Labor Hours	Section I	
		SOLICITATION NUMBER	AGENCY/DEPT

To be eligible for the bidding preferences, the following data/information must be provided AND signed by the BIDDER. Any person furnishing false certifications, willfully providing false information, omitting information, or failing to comply with the preference requirements is subject to sanctions as set forth in the statutes.

Section II

The "Bidder's Summary" of the contract activity and employee labor hours must be completed and signed by the Bidder. This form must accompany any bid preference request forms(s) (STD 830, STD 831, STD 832) submittal to the designated contracting official at the awarding department.

Report the projected contract labor hours for each contract activity for administration, receiving, order processing, order shipping preparation, and transportation to state delivery point (see reverse for additional information). Report all employee labor hours necessary to perform this contract. Do not include labor-free hours (automated processing/storage time, etc).

Product Type Or Line Item	Contract Quantity (Total Product Units)	Number Of Bidder Contract Labor Hours To Be Used For This Contract						Total Number Of Contract Labor Hours Per Product Type Or Line Item
		Administration	Receiving	Order Processing (pick/pull)	Order Shipping Preparation	Transportation	Other*	
1.								
2.								
3.								
4.								
5.								
6.								
7.								
8.								
9.								
10.								
GRAND TOTAL (Employee labor hours)								

* EXPLAIN "OTHER" ACTIVITIES OF CONTRACT PERFORMANCE USED MUST BE DEFINED HERE: (Use additional sheets, if necessary)

Section III

To be eligible for bidding preferences, the following certification statement must be complete and signed by the Bidder.

I hereby certify under penalty of perjury that the information and labor hours reported on this form are accurate and complete. I understand that any person falsely certifying, willfully providing false information, omitting information, or failing to comply with the preference statutes may be subject to sanctions as set forth in the statutes.

BIDDER'S NAME AND TITLE	BIDDER'S SIGNATURE:	PHONE NUMBER	DATE
		()	
		FAX NUMBER	
		()	

BIDDER'S SUMMARY
References and Instructions

The California Legislature has declared that it serves a public purpose and is a benefit to the State to encourage business investment, promote job development, and to facilitate job maintenance in economically distressed areas of the State. It is the intent of the Legislature to further these goals by providing appropriate preferences to California based companies that submit bids or proposals for state contracts to be performed at worksites in economically distressed areas when the contract is for goods or services in excess of \$100,000. To obtain preferences, the bidder must demonstrate that a minimum 50% (for goods contracts) or 90% (for services contracts) of the projected employee labor hours necessary for the contract will be performed within the economically distressed area.

If the bidder requests TACPA, EZA, and/or LAMBRA contract preferences¹, the *Bidder's Summary* form must be completed and signed by the bidder for each requested preference. The information provided on this form will be used to evaluate the total number of bidder employee labor hours required to complete the contract.

Section I

Solicitation Number: Enter the solicitation number identified on the front page of the Invitation For Bid for which this form is being submitted.

Agency/Dept: Enter the name of the buying Agency and/or Department (e.g., State and Consumer Services Agency, Department of General Services)

¹ Target Area Contract Preferences Act, GC § 4530 et seq., Enterprise Zone Act GC § 7070 et seq., and/or Local Agency Military Recovery Area Act (LAMBRA), GC § 7118 et seq.

Section II

This section identifies the number of bidder's projected employee labor hours that will be performed for the contract. Hours projected should only be those that the bidder will perform. Do not include manufacturing or any other subcontracted hours.

Product Type or Line Item: List the product type or line item as specified on the solicitation. Separate each product type to match the line items on the solicitation.

Contract Quantity: List the number of product units (i.e., cases, pounds, etc.). Use the same quantity and unit measure used in the state's solicitation.

Hours For This Contract: Enter the projected number of employee contract labor hours expected in the performance of the contract. Hours may include, for example: administrative, receiving (only include hours required to stock receive and/or physically place product into or out of storage), processing orders (pulling or picking) preparation of orders for shipment (routing, master billing, loading trucks), transportation hours (from shipping point to point of delivery) and/or other (contract labor hours identified as "other" must be defined). **Do not include labor hours for time the product is stationary.**

Grand Total: List the total number of employee labor hours for the entire contract period.

Section III

Section III must be completed and signed by the bidder.