

DEPARTMENT OF MOTOR VEHICLES

ADMINISTRATIVE SERVICES DIVISION

P.O. BOX 932382

SACRAMENTO, CA 94232-3820

**26-108****INVITATION FOR BID****Notice to Prospective Bidders****August 20, 2026**

You are invited to review and respond to this Invitation for Bid (IFB) entitled [26-108 – Parking Lot Repairs, Removal and Replacement of Asphalt, and Stripping Services at the Long Beach DMV Field Office](#). This IFB is advertised in the California State Contracts Register through Cal eProcure at:

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

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

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

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

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

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

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

Troy Larsen

Department of Motor Vehicles

Phone: (916) 818-2858

Email: troy.larsen@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.

Troy Larsen

Contract Administrator

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BIDDER REQUIREMENTS AND INFORMATION

1. Purpose and Description of Services

- A. [Parking lot repair, seal and stripe services at the Long Beach DMV field office](#). Term: Sixty (60) calendar days within a term of twelve (12) months (see [Schedule of Events for proposed start date of contract](#)). See Exhibit A, Scope of Work, for a complete description of services.

2. Bidder Qualifications

- A. On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. By submitting a bid, the bidder represents that it is not a target of Economic Sanctions. Should the State determine, at any time prior to the execution of a contract, that the bidder is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for rejection of the bidder's bid by the DMV.
- B. The bidder shall possess a valid **C-12** contractor license issued by the California Department of Consumer Affairs, Contractors State License Board (CSLB). All subcontractors that the bidder intends to utilize to perform work under the contract shall possess all applicable contractor licenses for the work they shall perform under the contract. The bidder's contractor license number shall be indicated on the [Bid/Bidder Certification Sheet \(Attachment 1\)](#). The names of all subcontractors that the bidder intends to utilize and their contractor license number (if applicable) shall be indicated on the [Bidder Declaration & Subcontractor/Supplier List \(Attachment 4\)](#). All bidder and subcontractor contractor licenses shall be in good standing from the time of the bid opening through the term of the contract.

3. Prevailing Wage

- A. In accordance with the provisions of Labor Code Sections 1770 - 1776, the bidder and their proposed subcontractor(s) shall adhere to the payment of prevailing wages as determined by the California Department of Industrial Relations (DIR) if the bidder's total bid amount exceeds \$1,000.00. The prevailing wage rate determinations can be downloaded from the DIR's internet website at: <http://www.dir.ca.gov>. Copies of the DIR's downloadable prevailing wage rate determinations are also on file at DMV Headquarters, and are available to any interested party on request. Additional questions regarding prevailing wage determinations shall be referred to the DIR's Division of Labor Statistics and Research, Prevailing Wage Unit, at: <http://www.dir.ca.gov>.
- B. In the event the bidder's total bid amount exceeds \$25,000.00, the bidder and all subcontractors that the bidder intends to utilize to perform work under the contract, shall be a registered public works contractor with the DIR. The bidder shall provide proof of DIR registration for the bidder and all subcontractors that the bidder intends to utilize to perform work under the contract with their bid. All bidder and subcontractor public works contractor registrations with the DIR shall be active from the time of the bid opening through the term of the contract, and shall remain active following the term of the contract until all certified payroll records in connection with the contract have been submitted to the DIR Labor Commissioner.

4. Pre-Approved Equal Manufacturers/Brands

- A. For all materials, products, and/or items identified in Exhibit A, Scope of Work, that allow for a pre-approved equal manufacturer/brand, a bidder may submit a maximum of one (1) alternative manufacturer/brand per material/product/item identified for the DMV's consideration. The bidder shall email alternative manufacturer/brand requests to the contact person identified on the cover page of this IFB no later than the date and time specified in the Schedule of Events for submitting written questions regarding this IFB. The DMV's consideration of any alternative

manufacturer/brand shall not be deemed as advance acceptance by the DMV. The DMV shall be the sole judge whether or not an alternative manufacturer/brand is considered equal, and may reject any submittal it deems inappropriate. The DMV's decision shall be final.

5. Schedule of Events

<u>Event</u>	<u>Date</u>	<u>Time</u>
(1). IFB available to prospective bidders:	8/20/2026	N/A
(2). Mandatory pre-bid conference: (<u>Note</u> : See additional info in Section 6.)	9/2/2026	11:00 a.m.
(3). Written questions regarding IFB are due by: (<u>Note</u> : See additional info in Section 7.)	9/7/2026	5:00 p.m.
(4). Written responses to questions released by:	9/11/2026	5:00 p.m.
(5). Final date for bid submission: (<u>Note</u> : See additional info in Section 8.)	9/18/2026	11:59 p.m.
(6). Date of bid opening: (<u>Note</u> : See additional info in Section 9.)	9/21/2026	1:00 p.m.
(7). Proposed start date of contract:	11/1/2026 or upon contract approval	N/A

6. Mandatory Pre-Bid Conference

- A. A mandatory pre-bid conference is scheduled at **Long Beach DMV Field Office (please meet at the flagpole), 3700 East Willow Street, Long Beach, CA 90815**, for the purpose of discussing concerns regarding this IFB.
- B. Potential bidders must be present at the designated meeting location notated above, at the time specified in the Schedule of Events. Potential bidders who are not at the designated meeting location at the specified time shall not be allowed to participate in the pre-bid conference.
- C. Potential bidders must be present at the meeting location notated above, at the time specified in the Schedule Events, to sign in on the pre-bid conference sign in sheet at the mandatory pre-bid conference in order to be eligible to submit a bid. Signing in on the pre-bid conference sign in sheet shall be the only acceptable proof that a potential bidder attended the pre-bid conference. Signing in on a building security/visitor log, providing a business card, or providing any other type of proof shall not be considered as acceptable proof of attending the pre-bid conference. If a bid is submitted by a potential bidder who failed to sign in on the pre-bid conference sign in sheet, the bid shall remain unopened and be returned to the bidder.
- D. In the event a potential bidder is unable to attend the mandatory pre-bid conference, an authorized representative may attend on their behalf. The representative may only sign in for one (1) company. Subcontractors may not represent a potential bidder at a mandatory pre-bid conference. No bid shall be accepted unless the potential bidder or their authorized representative signed in on the pre-bid conference sign in sheet at the mandatory pre-bid conference.
- E. Potential bidders who need assistance to attend the pre-bid conference due to a physical impairment, a reasonable accommodation shall be provided by the DMV upon request. The potential bidder must contact the contact person indicated on the cover page of this IFB

package no less than five (5) DMV business days prior to the scheduled date and time of the pre-bid conference to arrange for a reasonable accommodation.

7. 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>.

8. 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 # 26-108 for TROY LARSEN for PARKING LOT REPAIR FOR DMV LONG BEACH Due: 9/18/2026 by 11:59 p.m.**
1. Bids may be deemed non-responsive if the subject line does not contain the above information.
- (2). Emails shall not exceed one hundred (100) megabytes (MB) in size.
- (3). Emailed bids will not be opened until after the date specified in the Schedule of Events.
- (4). Bidders that send bid submission emails that are successfully received by the DMV at the above email address will receive an automated confirmation of bid received email response (the response will only acknowledge the receipt of an email and not identify the bid number or service/project description). In the event a bidder does not receive an automated confirmation of bid received email response after sending a bid submission email to the above email address, the bidder shall be responsible for confirming the DMV's receipt of their bid with the contact person indicated on the cover page of this IFB package.
- B. Bids must be received by the DMV no later than the 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.

9. 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.

10. 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.

11. 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. Following the time of the bid opening, and prior to award of the contract, the DMV reserves the right to request that any bidder submit substantiation data to verify that the materials, products, items, and equipment to be incorporated into the work by the bidder shall equal or exceed the class or quality of the materials, products, items, and equipment that are designated within Exhibit A. When requested by the DMV, a bidder shall provide the DMV with all requested substantiation data within two (2) calendar days following DMV's request. The DMV reserves the right to reject any bidder proposed materials, products, items, and equipment that the DMV has determined does not equal or exceed the class or quality of the materials, products, items, and equipment that are designated in Exhibit A.
- F. 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.
- G. 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.
- H. 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>.
- I. 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.

12. Notice of Contract Award

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

13. Standard Conditions of Service

- A. Following the release of the written notice of contract award, the DMV shall email or mail the awarded contractor a prepared contract for signature that includes a cover letter instructing the awarded contractor on how to proceed. The cover letter may request that additional information and/or required documents be provided by the awarded contractor before the contract can be fully executed.
- B. Services shall be available on the expressed date set by the DMV and the awarded contractor 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.

14. Required Documents (Awarded Contractor)

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

(1). Contractor Certification Clauses

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

(2). Insurance Requirements

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

1. Commercial General Liability

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

2. Worker's Compensation

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

(3). Payment Bond

- a. Per Public Contract Code Section 7103, the awarded contractor shall provide a payment bond equal to one-hundred-percent (100%) of the total amount payable under the contract if the awarded contractor's total bid amount exceeds \$25,000.00. The payment bond must be printed on Standard Form 807 (STD 807), and must include the contract number and the description of work to be performed under the contract. The payment bond must be executed by the Contractor and a corporate surety authorized to transact a general surety business in the State of California.

15. **Bid Preference(s)**

- A. The following preferences are applicable to this IFB:
- (1). Small Business Enterprise (SBE) Preference
- a. SBE Program info 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 info 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).

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16. 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).

17. Generative Artificial Intelligence (GenAI)

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

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DO NOT COMPLETE OR SUBMIT WITH YOUR BID!

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

SCO ID:

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

CONTRACTING AGENCY NAME

Department of Motor Vehicles

CONTRACTOR NAME

2. The term of this Agreement is:

START DATE

THROUGH END DATE

3. The maximum amount of this Agreement

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

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

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

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

CONTRACTOR

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

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

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

EXEMPTION (If Applicable)

EXHIBIT A

SCOPE OF WORK

1. **Contractor's Full Business Name** (to be completed by the DMV), hereinafter referred to as the Contractor, agrees to provide the Department of Motor Vehicles (DMV) all labor, tools, materials, equipment, and travel necessary to perform **parking lot repairs, removal and replacement of asphalt, and stripping services at the Long Beach DMV field office** for the term of this Agreement. The Contractor is responsible for field verifying all dimensions and existing site conditions pertinent to this Agreement.
2. The services shall be performed at: **3700 East Willow Street, Long Beach, CA 90815**
3. **Commencement of Work**
 - A. The Contractor shall commence work under this Agreement on the specified start date provided by the DMV Project Manager following the execution of this Agreement by the state. The DMV Project Manager shall provide the Contractor with written notification of the start date prior to the Contractor commencing work under this Agreement.
 - B. The Contractor shall complete all work under this Agreement within **sixty (60)** calendar day(s) from the specified start date provided by the DMV Project Manager, no later than the expiration date of this Agreement.
4. The services shall be performed after DMV business hours and on weekends, unless prior approval is obtained from the DMV Project Manager. All work dates and times must be approved by the DMV Project Manager before work is performed.
5. The Project Managers during the term of this Agreement shall be:

Department of Motor Vehicles

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

Contractor Name (TBD)

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

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

Department of Motor Vehicles

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

Contractor Name (TBD)

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

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

The remainder of this page is intentionally left blank.

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

A. **GENERAL**

(1). SUMMARY OF WORK

- a. The Contractor shall remove and replace approximately 60,000 square feet (SF) of asphalt at two inches (2") depth and replace with two inches (2") of compacted asphalt. The entire area to be removed shall receive tack coat before the new asphalt is installed. The Contractor shall verify all measurements, dimensions and conditions.
- b. The Contractor shall cold plane grind asphalt at a depth of two inches (2") and provide compact asphalt overlay.
- c. The Contractor shall apply two (2) or more coats of asphalt seal covering a minimum of thirty (30) days after asphalt installation.
- d. The Contractor shall provide and install thirty-four (34) new concrete wheel stops.
- e. The Contractor shall repaint existing painted curbs, arrows and symbols, and shall include motorcycle test pattern and all directional arrows and curbing throughout the parking lot.
- f. The contractor shall install new parking lot signs.
- g. The Contractor shall stripe the entire parking lot.

(2). REPAIRS NOT SPECIFIED

- a. In the event the Contractor discovers the need for major and/or minor repairs not specified within this Exhibit, the Contractor shall immediately inform the DMV Project Manager. The DMV Project Manager shall determine the next course of action. All major and minor repairs not specified within this Exhibit shall be performed by a vendor of the DMV's choice under a separate agreement.

(3). SITE CONDITIONS

- a. The Contractor shall visit the job site and become familiar with the existing conditions. The Contractor shall be responsible for knowledge of the site conditions.
- b. Information on any applicable drawings provided is approximate only. Minor deviations found necessary during the progress of construction to conform to actual locations shall be made by the Contractor at no additional cost to the DMV.

(4). DISCREPANCIES

- a. Should there arise any error, discrepancies, or doubt as to the intent and purpose of this scope of work, the Contractor shall immediately contact the DMV Project Manager for further instructions before proceeding.

(5). DESIGN CHANGES

- a. All items relating to colors, textures, finishes, or otherwise pertaining to the designed appearance, shall not be changed by the Contractor unless approved by the DMV Project Manager.

(6). EQUIPMENT

- a. All Contractor methods employed in the performance of work, and all Contractor equipment, tools, and machinery used for handling materials and executing any part of the work, shall be approved by the DMV Project Manager before work is commenced by the Contractor.

B. SPECIFICATIONS FOR ASPHALT REMOVAL AND REPLACEMENT/OVERLAY

(1). TABLE OF QUANTITIES

ITEM	ESTIMATED QUANTITY
Removal and Replacement of Asphalt	Approximately 60,000 Square Feet

(2). EXECUTION

- a. Work consists of removing all wheel stops, wedge cutting at around all existing concrete gutters, flow lines, drains, ramps, and utility access covers, cleaning the parking lot, applying a prime coat and/or tack coat, and a two-inch (2") compacted finish asphalt overlay and interim striping. After a minimum of thirty (30) days, the Contractor shall apply asphalt seal (two coats) and final striping (two coats) according to specifications.
- b. Asphalt shall be cold plane ground at a depth of two inches (2"), or a depth sufficient to remove damaged asphalt. All resulting excavation materials shall be removed from the premises by the Contractor.
- c. Asphalt shall be Forta-Fi (or approved equal) fiber reinforced ½ inch (.5") fine. Asphalt weight tickets shall be verified with the DMV Project Manager.
- d. Clean pavement surface of dirt and loose material immediately before applying tack coat. Apply tack coat of SS-1H or CSS-1H at .10 gallons per square yard asphalt emulsion (hand spread). Protect all curbs, buildings, poles, signs, etc., from over splash.
- e. Hand spread asphalt or use machine in area using 20 maximum aggregate, State specifications of proper temperature for asphalt concrete. Feather edges, raking out the coarser aggregate at the feather edges, and remove from premises.
- f. Compact pavement using tandem roller developing compression of 250 to 350 pounds of 95% of paving mixtures. Completed surface shall be thoroughly compacted, smooth, true to grade and cross section, free from ruts, humps, depression, or irregularities.
- g. Areas that have been softened by petroleum derivatives or have failed due to any other cause shall either be removed to the full depth of damage and replaced or patched with AR-8000 hot mix asphalt as marked on the plans, noted at the job

walk through or marked on the surface. New asphalt should be allowed to cure a minimum of four (4) weeks before application of seal coat. The entire area to receive seal coat shall be cleansed with a power broom, or a complete wash down with high pressure water, if necessary.

- h. The Contractor shall obtain approval from the DMV Project Manager prior to seal coating. Seal coat emulsion shall **not be applied to newly constructed asphalt surfaces until asphalt has cured**. When detergents are used for cleaning the pavement surface, the pavement shall be thoroughly rinsed with water before application of the seal emulsion.

(3). PAVEMENT CLEANING FOR OVERLAY PLACEMENT

- a. Clean remaining asphalt surface to be overlaid of all loose dirt, dust, sand, and other foreign matter such as rubber and mud by power sweeping prior to asphalt overlay application; and also abrade slick areas. Clean pavement of gasoline, oil, and grease with detergent solution and flush thoroughly to remove cleaning agent. Clean out cracks with gouge type tools, stiff broom brushing, compressed air or combination thereof. Cleaned surfaces must be accepted by DMV Project Manager.

(4). PRIME AND TACK COATS

- a. Apply prime coat of liquid asphalt SC 250 or SC 70 to aggregate base and apply tack coat of asphalt emulsion SS1h in areas to be resurfaced.
- b. Immediately before applying prime coat or tack coat, clean area to be surfaced, remove loose material with power brooms, supplemented, if necessary, by a hand broom.
- c. Apply prime coat at rate of 0.20 to 0.50 gallon per square yard. Apply asphalt tack coat at 0.02 to 0.10 gallon per square yard.

(5). SPREADING ASPHALT

- a. General: Place new hot asphalt on prepared aggregate base and prepared fabric, unless otherwise indicated.
- b. Temperature: Spread hot asphalt at a temperature between 250- and 300-degrees F. Breakdown compacting shall be completed before temperature of mix drops below 200 degrees F. The placement of asphalt concrete shall be performed only when the ambient temperature is above 50 degrees F and rising.
- c. Spreading Over Existing Surfacing: Spread surface course mixture to level irregularities, dips, depressions, sag and excessive crown, providing a smooth base of uniform cross section for subsequent layers of surfacing.
- d. Spreading Equipment: Except as specified above for leveling, depressions, etc., spread layers with a self-propelled mechanical spreading and finishing asphalt paver operated to ensure continuous and uniform movement of paver. Asphalt paver shall operate independently of haul vehicle being unloaded. Hand spreading and tamping will be permitted in inaccessible areas.

- e. Spreading Thickness: Spread and compact asphalt concrete in layers of not more than 0.17 feet in compacted thickness. Avoid segregation, providing surfacing free from lumps or pockets of coarse or fine material.
- f. Width of Spread: Provide for offsetting of longitudinal joints in the several courses. Offset shall be at least 6 inches. First lane placed shall be true to line and grade and have near-vertical face. Before compaction, butt unsupported edge and slightly elevate with tamping tool. Position paver for second lane so that material overlaps edge of previously placed lane 1 inch. Remove and waste coarse aggregate in material overlapping cold joint.

(6). **COMPACTING**

- a. Rollers: Use tandem or 3-wheel rollers that develop compression of 250 to 350 pound per lineal inch of roller width.
- b. Initial or Breakdown Rolling: One complete coverage of asphalt concrete. Commence rolling at lower edges and progress toward highest portion. Do not roll center first under any circumstances. Perform rolling with drive wheel of tandem roller forward with respect to direction of spreading operations, unless otherwise indicated.
- c. Additional Rolling: Three complete coverage's following initial rolling while temperature of mixture is at least 150 degrees F.
- d. Compaction: Compaction after rolling shall be a minimum of 95 percent of the density obtained with the California Kneading Compactor Test Method No. Calif. 304. Field density may be determined by utilizing properly calibrated nuclear asphalt testing device.

(7). **WHEEL STOPS**

- a. Remove all existing wheel stops prior to asphalt overlay.
- b. After completion of asphalt replacement, replace and secure all wheel stops with both 1/2-inch rebar and epoxy adhesive.
- c. Paint all wheel stops installed in the ADA spaces blue, and yellow for reserved stalls.
- d. Install extension rings/boxes to all utility access boxes to ensure positive drainage to the parking lot drains.

(8). **INTERIM STRIPING**

- a. Apply one coat of temporary striping to include parking stalls, handicap stalls and symbols, motorcycle test pattern and directional arrows.

C. **SPECIFICATIONS FOR ASPHALT SEAL COATINGS**

(1). **TABLE OF QUANTITIES**

ITEM	ESTIMATED QUANTITY
Asphalt Seal Coating	Approximately 60,000 Square Feet

(2). EXECUTION

a. Weather Limitations

1. Unless otherwise directed by the DMV Project Manager, the Contractor shall not apply seal coat emulsion when the weather is foggy, when rain threatens, or when the atmospheric temperature is above 90 degrees unless the pavement is pre-wetted (no standing water) prior to seal being applied.

b. Equipment

1. The Contractor shall utilize portable power mixer or a tank-type power mixer equipment for mixing and agitating. A portable mixer for use in drums shall have sufficient power, and the impeller blades shall be shaped to thoroughly mix and pull the material upward from the bottom of the drum. Mixing in tanks may be done in round-bottom tanks equipped with a power driven mixer of sufficient capacity to maintain the mineral content of the emulsion in complete suspension.
2. The Contractor shall apply mixture by the combined or individual use of squeegees. Utilize related hand tools in areas where machines cannot be used. Maintain careful applications near concrete to assure seal coverings do not spill over to concrete surfaces.
3. Before application, proportion materials accurately and mix utilizing suitable mixing equipment. Charge emulsion and then water into the mixer and blend to a desired consistency. Slowly add aggregate at a uniform rate while the mixing is continued, followed by adding the latex rubber.
4. The Contractor shall apply seal coat by hand method using rubber squeegees for spreading, by spreader boxes, by distributor equipment as specified, or by any other suitable method approved by the DMV Project Manager. Apply seal coat at a uniform rate to provide the desired amount. Take care not to overload the box with seal coat, but maintain a sufficient quantity to supply a feed against the full width of the squeegee.

c. Surface Preparation

1. The Contractor shall clean surface to be sealed of all loose dirt, dust, sand, and other foreign matter by power sweeping or a complete wash down with high pressure water, if necessary.
2. The Contractor shall clean oil spots by scraping, burning, or the use of detergent or a combination of these methods if necessary. After the oil spot is cleaned, prime oil spot area with a shellac type material that will not allow pavement surface to bleed through the sealer or cause peeling. Prior to applying oil spot prime material, broadcast drying sand to the surface area containing the primer.

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d. Asphalt Sealer

1. Asphalt Emulsion

- A. The asphalt emulsion shall be Western Colloid Park #302, Reed & Graham "OverKote", Industrial Asphalt "Huntseal", Seal-Master of CA "Walkmaster", Tri-American, or equal asphalt emulsion product approved by the DMV Project Manager.

2. Table of Specifications

SPECIFICATION	MIN	TYPICAL	MAX	TEST METHOD
Cone Penetration @77 FDMN	340		430	ASTM D217
Nonvolatile Residue	60		70	
H2O by Evaporation @ 325 F	40		30	
% Residue Soluble in Trichlorethylene	25		35	
Viscosity @ 15% Dilution		97 KU		
Viscosity @ 20% Dilution		86 KU		
Viscosity @ 22.5% Dilution		82 KU		
WTAT @ 22.5% Dilution		29.5 g/ft. 2		
Color as Received		Brown		
Colored Cured Film		Black		
Weight per Gallon		10.4		

3. Manufacturer's Representative

- A. Prior to starting work, the Contractor shall provide to the DMV Project Manager, the name, address, and telephone number of a representative from the emulsion materials manufacturer that the Contractor intends to utilize.

4. Asphalt Prime Coat (when applicable)

- A. The asphalt emulsion prime coat shall meet the specifications as set out in Section 94 Asphalt Emulsion SS-1H in the Highway Design Manual (HDM) for the State of California, Department of Transportation, available from the Caltrans Publications Unit.

5. Sand Aggregate

- A. The sand aggregate shall either be a natural or a manufactured product, and shall be composed of clean, hard, durable, uncoated particles that are free from lumps of clay and all organic matter. The aggregate must be washed silica sand meeting the gradation below when tested in accordance with ASTM C136.

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B. U.S. Sieve Size (Square Openings) Percentage by Weight Passing Sieves:

#30 MESH	
20	100
30	90-96
40	23-38
50	0-6
100	0
200	0
Average graduation within 4%	

6. Latex Rubber

- A. The latex rubber shall be Western Colloid POLY TOUGH #604 A/S or equal latex rubber product approved by the DMV Project Manager.

7. Type

- A. Tripolymer Aqueous Emulsion Styrene-Butadiene-Acrylate:

SPECIFICATION	MIN	MAX
Lb.'s Per Gallon @ 77 F	8.2	8.4
Specific Gravity @ 77 F	.99	1.10
% Non-Volatile	58%	60%
Viscosity @ 77 F	57 KU	62 KU

8. Preparing Slurry Seal with Sand and Latex

GALLONS OF ASPHALT EMULSION	GALLONS OF WATER	POUNDS OF SAND	GALLONS OF RUBBER LATEX	TOTAL GALLONS
100	20 Max*	300	3	146
*20 gallons of water is maximum, dilute to application consistency.				

9. Preparing Slurry Seal with Latex Rubber

GALLONS OF ASPHALT EMULSION	GALLONS OF WATER	POUNDS OF SAND	GALLONS OF RUBBER LATEX	TOTAL GALLONS
100	20 Max*	0	3	123
*20 gallons of water is maximum, dilute to application consistency.				

10. Mixing

- A. After all the materials are in the mixer, mix continuously for approximately five (5) minutes or longer, if necessary. Produce a smooth free flowing homogeneous mixture of uniform consistency. Slow mixing shall be continuous from the time the bitumen is placed into the mixer until the seal coat is applied by distributor

truck or poured into the spreading equipment. During the entire mixing process, breaking, segregating, hardening of the emulsion, balling, lumping, or swelling of the aggregate shall not be permitted.

11. Curing

- A. Cure each application sufficiently so that the materials will not adhere to and be picked up by the tires of seal coat vehicles before the next coat is applied. The curing period shall be no less than two (2) hours. Any pinholes or unsealed areas and any accumulation of overlap seal coat material shall be repaired as directed by the DMV Project Manager prior to each subsequent application.

12. Handling and Cleaning

- A. Continuously circulate or agitate mixture from the time it has been mixed until its application on the pavement surface. Maintain distributor/applicator, pumps, and all tools in satisfactory working condition. Clean spray bar nozzles, pumps, or other equipment with water, or if dried, cleaning solvent.

13. Upon completion of seal coating work, exclude all traffic from the work area for a minimum of eight (8) hours. Setup barricades, flasher lights, warning signs, and traffic direction signage around all work areas to allow sufficient drying time. Do not open work area to traffic until all sealer has thoroughly dried.

D. SPECIFICATIONS FOR ASPHALT SURFACE MARKING

(1). TABLE OF QUANTITIES

ITEM	ESTIMATED QUANTITY
Line Striping, curbs, outlines, hatches and arrows, to match existing	Approximately 30,000 Lineal Feet
Designated Disabled Parking Stalls (Per Title 24 ADA Specifications)	Six (6) Locations

(2). EXECUTION

- a. The Contractor to repaint existing painted curbs, arrows and symbols with same original colors and re-stripe per specification all existing spaces and lines with matching original colors or colors to meet Title 24 of the 2025 CBC. The Contractor shall include the motorcycle test pattern, and all required directional arrows and curbing throughout the parking lot.
- b. The Contractor shall stripe entire parking lot after asphalt overlay, and Contractor to stripe entire parking lot again two (2) times after seal coat is performed.
- c. The Contractor shall add the glass beads to the first coat while it is still wet and then paint a second coat to encapsulate the glass beads to help prevent slipping.

- d. The Contractor shall install two (2) new "End of Drive Test" signs on existing posts in the concrete sidewalk, style and color to match existing signage. The Contractor shall replace six (6) ADA signs with new. Signs shall have International Symbol of Accessibility and the legally mandated "Minimum Fine \$250" warning. The Contractor shall provide shop drawings of all signage for the DMV's review.
- e. Cleaning: Sweep surface with power broom supplemented by hand to eliminate loose material and dirt. Following cleaning, obtain approval from the DMV Project Manager prior to commencing marking work.
- f. Paint System: Utilize traffic line paint with latex emulsion water base that is factory mixed, quick drying, and non-bleeding.
- g. Striping: Paint with mechanical equipment providing uniform straight edges true to line. Apply two (2) separate coats of undiluted paint at 328 feet per gallon for four inch (4") stripes. Finish coat shall be free from light spots, discoloration, bleeding, or curling. Allow drying as recommended by the paint manufacturer.
- h. Traffic Control Pavement Marking: Match existing paint on concrete curbs and asphalt directional arrows using same as existing colors. Utilize latex emulsion water base paint meeting State of California specifications. Paint arrows and other traffic symbols using standard specification. Paint arrows and other traffic systems using standard Caltrans stencils, and mark lettering with stencils. Incorporate glass beads into all arrows and motorcycle skill test areas to improve longevity per Caltrans specification number 8010-21C-22 - Type II, available from the Caltrans Publication Unit.
- i. Apply two (2) coats of paint to all existing painted areas and double line parking stalls with half circles connecting each line at the approach end or as single line, if existing.
- j. Upon completion of line striping work, exclude all traffic from the work area for a minimum of eight (8) hours. Set up barricades, flasher lights, warning signs, and traffic direction signage around all work areas to allow sufficient drying time. Do not open work area to traffic until all striping has thoroughly dried.

(3). ATTENTION

- a. **CAUTION: Upon completion of seal coating and line striping, all traffic shall be excluded from the area for a minimum of eight (8) hours. Barricade all areas to allow sufficient drying time. DO NOT OPEN TO TRAFFIC UNTIL SEALER AND STRIPING IS THOROUGHLY DRIED.**
- b. The Contractor shall be held responsible for barricades and warning signs.

(4). OPERATIONS

- a. Patching and skin patching may only be accomplished at a time designated by the DMV Project Manager. Work will be done in a manner to minimize interference with the operation of the facility. The Contractor shall place necessary barricades, flasher lights, and signs to direct traffic around the work and provide warning of excavations.

- b. All seal coat and traffic control pavement marking work is to be performed **AFTER DMV BUSINESS HOURS AND/OR ON WEEKENDS AND HOLIDAYS ONLY**. Work done on weekdays must have prior approval by the DMV Project Manager. The intent of this item is to accomplish the work with the least disruption to the public.

E. **SPECIFICATIONS FOR REMOVING AND REPLACING WHEEL STOPS**

(1). TABLE OF QUANTITIES

ITEM	ESTIMATED QUANTITY
Wheel Stops To Remove And Replace	Thirty-Four (34)

(2). EXECUTION

- a. The Contractor shall remove and replace all wheel stops (approximately thirty-four [34] per specifications).
- b. Precast, steel-reinforced, air-entrained concrete, 4000-psi minimum compressive strength, four and a half to five (4-1/2") to (5") inches high by 8 to 9 inches wide by 47 to 48 inches long. Provide chamfered corners, transverse drainage slots on underside, and a minimum of two factory-formed or drilled vertical holes through wheel stop for anchoring to substrate. The Contractor shall provide product submittals for approval by the DMV Project Manager.
- c. Mounting Hardware: Galvanized-steel spike or dowel, 1/2-inch diameter, 10-inch minimum length. Provide hardware as standard with wheel-stop manufacturer.
- d. Adhesive: As recommended by wheel-stop manufacturer for adhesion to pavement.
- e. General: Install wheel stops according to manufacturer's written instructions unless otherwise indicated.
- f. Install wheel stops in bed of adhesive before anchoring.
- g. Securely anchor wheel stops to pavement with a rebar spike or dowel hardware in each preformed vertical hole in wheel stop as recommended in writing by manufacturer. See Wheel stop drawing detail for measurements and location.

F. **INSPECTIONS**

- (1). Upon completion of the following tasks, twenty-four (24) hours' notice shall be given to the DMV Project Manager:
- a. Asphalt grinding for 2-inch (2") depth.
- b. Asphalt base where asphalt is removed.
- c. Depth of asphalt repairs.
- d. Depth of asphalt during overlay, 2 inches (2") compacted.
- e. Preparation before seal coat.

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, the DMV agrees to compensate the Contractor a one-time payment of \$_____ (to be completed by the DMV), all taxes included, in arrears. This is the sole basis for payment.
- B. Invoice(s) should include all of the following:
 - (1). Contractor's name as indicated within this Agreement, address, telephone number, and email address.
 - (2). Name, address, and telephone number of the DMV representative 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). Itemized descriptive list of services for which the DMV is being billed.
 - (8). Total amount invoiced. The total amount invoiced shall be clearly distinguished from other figures or computations appearing on the invoice. The total amount invoiced shall include all costs incurred by the Contractor under the terms of this agreement.
- C. The Contractor's invoice(s) shall be emailed to: TBD

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 a contract 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 Agreement.)**

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EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. Force Majeure

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

2. Termination

- A. The Contractor understands that in the event this Agreement is terminated for cause/breach, in future bid solicitations for the same or similar services at the location designated in this Agreement, the DMV may reject the Contractor's bid as a non-responsible bid.
- B. The DMV may terminate this Agreement for any of the following reasons:
 - (1). When an emergency situation arises which requires the closure of the DMV facility.
 - (2). 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.
 - (3). 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 complete required work within the time frame specified or agreed upon under this Agreement, the DMV shall be entitled to **\$500.00** per day as liquidated damages for each day the work remains incomplete beyond the time frame specified or agreed upon.
- B. The Contractor shall not be assessed liquidated damages when delays in completing work is caused by the failure of the DMV or the owner of a utility to provide for removal or relocation of existing utility facilities.
- C. 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.

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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 employees from a DMV work site.

9. Multiple Contractors

- A. The DMV may undertake or award other Agreements 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 listed in the Contractor's bid unless the provisions of Public Contract Code Section 4107(a) apply, a hearing is held (if required), and the DMV consents to the substitution.

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- B. Per Public Contract Code Section 4107(b), the Contractor shall not permit a subcontract to be voluntarily assigned or transferred, and the Contractor shall not allow the subcontract to be performed by anyone other than the original subcontractor listed in the Contractor's bid, unless prior written approval is obtained from the DMV.
- C. Per Public Contract Code Section 4107(c), the Contractor shall not sublet or subcontract any portion of work in excess of one half of one percent (0.5%) of the Contractor's total bid that the Contractor failed to designate a subcontractor.
- D. 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.
- E. All subcontractors shall possess the appropriate license for the work they perform under this Agreement.
- F. 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.
- G. 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. Project Acceptance

- A. Completed work shall be to the entire satisfaction of the DMV. The DMV Project Manager shall be the sole judge as to whether materials and workmanship are acceptable. If any portion of the work completed, or any materials, articles, or equipment delivered should fail to comply with the requirements of this Agreement, such work, materials, articles, and equipment shall be rejected. The Contractor shall immediately replace all unacceptable materials and shall make all unacceptable work satisfactory to the DMV Project Manager at no additional cost to the DMV. All rejected materials, articles, or equipment shall immediately be removed from the premises at the Contractor's own expense.

15. Work Scheduling

- A. The Contractor shall have under construction, no more work than can be performed with the least possible obstruction and inconvenience to the public.

16. Product and Reference Standards

- A. When a manufacturer's name, product brand name, or model number are referred to in Exhibit A, such designations shall be considered as being those found in industry publications of current issue on the date the DMV released the invitation for bid for this contract. When standards of the federal government, trade societies, or trade associations are referred to in Exhibit A, these shall be considered a part of this Agreement.

17. Materials and Workmanship

- A. All materials used and all work performed under this Agreement shall conform in all respects to the latest amended rules, regulations, and requirements which are set forth in any regulatory requirements having jurisdiction over this type of work.

18. Quality and Materials

- A. Materials, products, items, and equipment furnished by the Contractor for incorporation into the work under this Agreement shall be new and must equal or exceed the class or quality of the materials, products, items, and equipment that are designated in Exhibit A. The DMV reserves the right to reject any Contractor materials, products, items, and equipment that the DMV has determined does not equal or exceed the class or quality of the materials, products, items, and equipment that are designated in Exhibit A.
- B. When Exhibit A requires materials, products, items, and equipment from specified brands or manufacturers, the Contractor shall utilize materials, products, items, and equipment from the specified brands or manufacturers unless the contractor obtains prior written approval from the DMV Project Manager to utilize materials, products, items, and equipment from alternative brands or manufacturers that are considered equal.

19. Labor

- A. All work shall be performed at the journeyman level of the trade involved or meet the DMV Project Manager's approval of the work in accordance with the true and intent meaning of Exhibit A. Every part of the work shall be accomplished by workers, laborers, or mechanics especially skilled in the class of work required.

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20. Laws, Rules, Regulations, and Executive Orders

- A. The Contractor and all of the Contractor's agents and employees shall observe and comply with all prevailing federal and state laws and executive orders which pertain to the work to be performed under this Agreement. The Contractor shall obtain all required permits and licenses at the Contractor's own expense.
- B. Neither the DMV nor the Contractor is subject to municipal, county, or district laws, rules, or regulations pertaining to building permits or regulating the design or construction of a building on State of California property.
- C. In accordance with Public Contract Code Section 10231 and Government Code Section 11017, the Contractor and subcontractors shall comply with air pollution control rules, regulations, ordinances, and statutes which apply to work performed pursuant to this Agreement.

21. Guarantee

- A. The Contractor guarantees the work provided in accordance with this Agreement to be and remain free of defects in workmanship and materials for a period of one (1) year from the date of acceptance of the work, unless an alternative guarantee period is specified within Exhibit A. The Contractor agrees to repair or replace, at the Contractor's own expense, any and all work that is defective in its workmanship or materials, any adjacent work which may have been damaged or displaced, and any work not satisfactorily performed in accordance with the terms and conditions of this Agreement. Ordinary wear and tear and unusual abuse or neglect are exempted.
- B. The Contractor further agrees, within the specified guarantee period, to meet with the DMV Project Manager within ten (10) calendar days after being notified in writing by the DMV Project Manager of any work defects discovered after the completion and acceptance of the work, to establish a start and completion date for all corrective work. If the Contractor fails to comply with the terms of the guarantee, the DMV shall have the option to hire another vendor to perform all corrective work at the Contractor's expense, and the Contractor will compensate the DMV the entire cost for having another vendor perform the corrective work upon demand. The DMV shall be entitled to compensation for all costs, including reasonable attorney's fees.

22. Employment of Undocumented Immigrants

- A. Per Public Contract Code Section 6101, no state agency or department, as defined in Public Contract Code Section 10335.7, that is subject to this code, shall award a public works contract to a Contractor, nor shall a Contractor be eligible to bid on or receive a public works contract, who has, in the preceding five (5) years, been convicted of violating a state or federal law regarding the employment of undocumented immigrants.

23. Noncollusion Declaration

- A. Per Public Contract Code Section 7106, any public works contract shall include a noncollusion declaration.

24. Anti-Trust Claims

- A. The Contractor offers and agrees, and shall require all of their subcontractors and suppliers to agree to assign to the DMV, all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S. C. Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code) arising from the purchases of goods, services, or materials pursuant to this Agreement or any applicable subcontract(s). The assignment made by the Contractor and all

additional assignments made by the subcontractors and suppliers shall be deemed to have been made and shall become effective at the time the DMV tenders final payment to the Contractor, without further acknowledgment or the necessity of tendering to the DMV any written assignments.

- B. If the DMV receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under Government Code Sections 4550-4554, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, on demand, recover from the DMV, any portion of the recovery, including treble damages, and attributable overcharges that were paid by the assignor but were not paid by the DMV as a part of the bid price, less the expenses incurred in obtaining that portion of the recovery. On demand in writing by the assignor, the assignee shall, within one (1) year from such demand, reassign the cause of action assigned under Government Code Sections 4550-4554 if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action.

25. Clarifications

- A. Locations of all work to be done under this Agreement are indicated in Exhibit A, unless otherwise specified in Exhibit A. Any inconsistency in location of work noted by the Contractor must be brought to the attention of the DMV Project Manager. In the event inconsistencies are discovered after work has begun, the Contractor shall stop work immediately and not resume until approval is obtained by the DMV Project Manager.

26. Asbestos

- A. In the event that existing construction materials are identified as asbestos containing materials and are disturbed during the course of performing work under this Agreement, the Contractor shall immediately cease all work around the suspect area and notify the DMV Project Manager. After site conditions and the extent of asbestos related work is assessed by the DMV Project Manager, the DMV may perform any of following:
 - (1). Issue an amendment to this Agreement to authorize the Contractor to perform asbestos abatement work if the Contractor possesses a valid ASB certification issued by the California Department of Consumer Affairs, Contractors State License Board (CSLB) that is registered with the Department of Industrial Relations (DIR), Division of Occupational Safety and Health (DOSH).
 - (2). Enter into a separate agreement with contractor of DMV's choice to have asbestos abatement work performed that possesses a valid ASB Certification issued by the CSLB that is registered with the DIR, DOSH.
- B. Affected work activities under this Agreement shall not resume until such time after both the asbestos abatement work has been completed and the DMV Project Manager authorizes the Contractor to resume work activities.

27. Amendments Due to Environmental Regulations or Standards

- A. This Agreement may be amended based on changes from public improvements in the course of construction to bring the completed improvements into compliance with environmental requirements or standards established by state and federal statutes and regulations enacted after this Agreement was awarded or entered into. The Contractor shall be paid for the changes in accordance with the amendment to this Agreement governing payment for changes in the work. If no provisions are set forth in this Agreement, payment shall be as agreed to by the parties.

- B. This Agreement may be terminated for environmental considerations at the discretion of the DMV.

28. Labor Code Certifications

- A. By execution of this Agreement, the Contractor certifies to the following: I am aware of the provisions of Labor Code Section 3700, which requires every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.
- B. It is mutually agreed that the Contractor shall forfeit to the DMV a penalty of fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid by the Contractor, or subcontractor under the Contractor, less than the prevailing wage so stipulated. In addition, the Contractor further agrees to pay to each worker the difference between the actual amount paid for each calendar day, or portion thereof, and the stipulated prevailing wage rate for the same. This provision shall not apply to properly registered apprentices.
- C. It is further agreed that the maximum hours a worker is to be employed is limited to eight (8) hours per day and forty (40) hours per week, and the Contractor shall forfeit, as a penalty to the DMV, twenty-five dollars (\$25) for each worker employed in the execution of this Agreement, for each calendar day during which a worker is required to or permitted to work more than eight (8) hours in any calendar day or more than forty (40) hours in any calendar week, in violation of Labor Code Sections 1810-1815, inclusive.
- D. Properly registered apprentices may be employed in the completion of the work. Every such apprentice shall be paid the standard wage paid to apprentices under the regulations of the related craft or trade, and shall employ apprentices only at the work of the craft or trade to which they are registered. The Contractor and each subcontractor must comply with the requirements of Labor Code Section 1777.5 and any related regulations regarding the employment of registered apprentices.
- E. Each contractor and subcontractor shall comply with the Labor Code Section 1776 regarding record keeping.

29. Limitations on Work Site and Premises

- A. The Contractor shall limit operations to the work site unless otherwise shown or specified. The Contractor shall not perform operations of any nature on, over, or across premises except when such operations are specifically authorized in plans or specifications, or as authorized by the DMV Project Manager. "Work site" or "job site" is the area of actual construction and the immediately adjacent areas as shown on plans or as specified. "Premises" is the area of state owned property which surrounds the job site, limited by property lines. In some cases, premises may coincide with job site.

30. Stop Notices

- A. The DMV may at its option, at any time, retain out of any money due the Contractor, sums sufficient to cover any unpaid claims filed pursuant to Civil Code Section 9000 et seq., provided that sworn statements of said claims have been filed with the DMV or as required by law.

31. Work Site Cleanup

- A. The Contractor shall clean up the work site at frequent intervals and at other times when directed by the DMV Project Manager. At all times while work is being accomplished, floors shall be kept clean (free of dust, construction debris, and trash). The Contractor shall keep the

facility access clear of debris and equipment. Directly upon completion of the work, the Contractor shall remove equipment and any other waste materials from the premises at the Contractor's own expense, leaving premises thoroughly clean and ready for the DMV Project Manager's final inspection.

32. Occupancy Acceptance

- A. The DMV reserves the right to occupy all or any part of the project prior to completion of the work upon written order. In such event, the Contractor shall be relieved of responsibility for any injury or damage to such part as results from such occupancy and use by the DMV. Such occupancy does not constitute acceptance by the DMV of the work or any portion, nor will it relieve the Contractor of responsibility for correcting defective work or materials found at anytime before the acceptance of the work.

33. Final Inspection

- A. When work is completed, the Contractor shall request final inspection from the DMV Project Manager. Final inspection will be made within ten (10) working days. If the DMV Project Manager determines that work has been completed, recommendation shall be made to formally accept the work. Upon acceptance by the DMV Project Manager, the Contractor shall submit invoices as stated in this Agreement.

34. Accident Prevention

- A. The Contractor shall, at all times, permit the DMV Project Manager to visit and inspect the work. This obligation shall include maintaining proper facilities and safe access for such inspection. Where this Agreement requires work to be tested, the work shall not be covered up until it is inspected and approved by the DMV Project Manager, and the Contractor shall be solely responsible for notifying the DMV Project Manager, at least forty-eight (48) hours in advance, where and when such work is in readiness for inspection and testing. Should any such work be covered without test and approval, it shall be uncovered at the Contractor's own expense.
- B. The Contractor shall be responsible for securing areas of work at the end of each work day to prevent unauthorized entry after working hours. Work area shall be barricaded and flagged by the Contractor. Precautions shall be exercised at all times for the protection of persons (including employees) and property. These shall include, but shall not be limited to, the installation of adequate safety guards and protective devices for all equipment and machinery, whether used in the performance of work or permanently installed as part of the work. The Contractor shall comply with all applicable laws relating to safety precautions, including safety regulations of State Division of Industry Safety, Department of Industrial Relations.

35. Third Party Clause

- A. Per Public Contract Code Section 9201, the Contractor shall be notified by the DMV in a timely manner of any third party claims relating to this Agreement in exercising its right to settle any claim arising from such Agreement.

36. Noise Ordinance

- A. Noisy motors, cutting, drilling, and fastening equipment must be operated with minimum disturbance to the occupants of the building or adjacent buildings. The DMV shall not require overtime for such work unless specifically stated elsewhere within this Agreement.

37. 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.

38. 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.

39. Economic Sanctions

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

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EXHIBIT E

ADDITIONAL PROVISIONS

1. Insurance Requirements:

A. General Provisions Applying To All Insurance Policies

(1). Coverage Term

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

(2). Deductible

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

(3). Primary Clause

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

(4). Insurance Carrier Required Rating

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

(5). Endorsements

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

(6). Inadequate Insurance

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

B. Commercial General Liability

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

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

C. Automobile Liability

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

D. Workers Compensation

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

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

2. Prevailing Wage

- A. In accordance with the provisions of Labor Code Sections 1770 - 1776, the Contractor and their subcontractor(s) shall adhere to the payment of prevailing wages as determined by the California Department of Industrial Relations (DIR) if the maximum amount of this Agreement exceeds \$1,000.00. The prevailing wage rate determinations can be downloaded from the DIR's internet website at: <http://www.dir.ca.gov>. Copies of the DIR's downloadable prevailing wage rate determinations are also on file at DMV Headquarters, and are available to any interested party on request. Additional questions regarding prevailing wage determinations shall be referred to the DIR's Division of Labor Statistics and Research, Prevailing Wage Unit, at: <http://www.dir.ca.gov>.

- B. In the event the maximum amount of this Agreement exceeds \$25,000.00, the Contractor and all subcontractors that the Contractor utilizes to perform work under this Agreement, shall be a registered public works contractor with the DIR. All Contractor and subcontractor public works contractor registrations with the DIR shall be active throughout the term of this Agreement, and shall remain active following the term of this Agreement until all certified payroll records in connection with this Agreement have been submitted to the DIR Labor Commissioner.

3. Health and Safety

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

4. License

- A. The Contractor shall possess a valid **C-12** contractor license issued by the California Department of Consumer Affairs, Contractors State License Board (CSLB). All subcontractors that the Contractor utilizes to perform work under this Agreement shall possess all applicable contractor licenses for the work they perform under this Agreement. All Contractor and subcontractor contractor licenses shall be in good standing throughout the term of this Agreement.

5. Temporary Facilities

- A. Water, electric light, power, elevator, and toilet facilities are available free of charge during normal DMV business hours. Toilet facilities shall be kept clean at all times and shall not be used for washing tools and equipment. If work is performed during non-DMV business hours, the Contractor shall provide temporary portable toilet facilities according to all state and federal health and safety standards.
- B. Interruptions to any services for the purpose of making or breaking a connection shall be made only after consultation with the DMV Project Manager and shall be at such time and of such duration as may be directed. The Contractor shall make necessary provisions as required to maintain existing services to occupied areas within the building.

6. Payment Bond

- A. Per Public Contract Code Section 7103, the Contractor shall provide the DMV with a payment bond equal to one-hundred-percent (100%) of the total amount payable under this Agreement when the Contractor's total bid amount exceeds \$25,000.00. The payment bond must be printed on Standard Form 807 (STD 807), and must include this Agreement number and the description of work to be performed under this Agreement. The payment bond must be executed by the Contractor and 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 payment bond printed on Standard Form 807 (STD 807) equal to one-hundred-percent (100%) of the amount added to the total amount payable.

OR

(2). A payment bond rider that increases the total amount payable by (100%) of the amount added.

C. In the event the Contractor fails to keep payment 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. 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 DMVASDSBDBEADVOCATE@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).

8. 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 (applies to public works only).

9. 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.

10. Blueprints and Drawings

- A. Drawings or blueprints not included in this Agreement as an Exhibit shall be identified, incorporated by reference, and retained on file by the DMV.

11. Amendment

- A. This Agreement may be amended upon mutual written consent by both parties for the following:
 - (1). To correct incidental or typographical errors.
 - (2). To change the name of the Contractor or assign this Agreement to another contractor as specified within this Agreement.
 - (3). To add additional time or funds (but not both) to complete the performance of this Agreement.
 - a. Additional time added shall not exceed **one (1) year**.
 - b. 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.

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EXHIBIT F

**NONCOLLUSION DECLARATION TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH BID FOR PUBLIC WORKS**

The undersigned declares:

I am the _____ of _____,
the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ (date), at _____ (city),
_____ (state).

(Printed Name and Signature of Person Signing for the Bidder)

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EXHIBIT G

STATE OF CALIFORNIA
**STANDARD CALIFORNIA NONDISCRIMINATION
CONSTRUCTION CONTRACT SPECIFICATIONS
(GOVERNMENT CODE, SECTION 12990)**
STD 18 (REV 1-95)

These specifications are applicable to all state contractors and subcontractors having a construction contract or subcontract of \$5,000 or more.

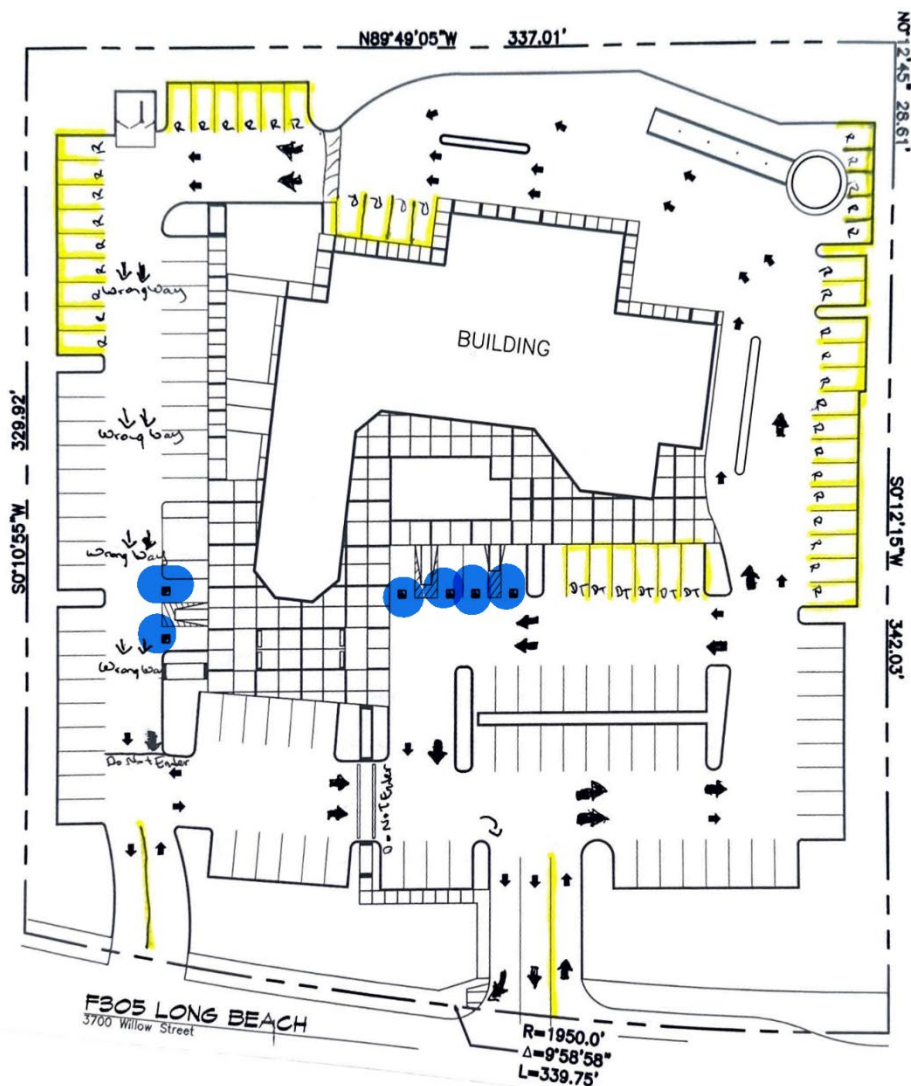
1. As used in these specifications
 - a. **"Administrator"** means Administrator, Office of Compliance Programs, California Department of Fair Employment and Housing (DFEH), or any person to whom the Administrator delegates authority;
 - b. **"Minority"** includes:
 - (i) **Black** (all persons having primary origins in any of the black racial groups of Africa, but not of Hispanic origin);
 - (ii) **Hispanic** (all persons of primary culture or origin in Mexico, Puerto Rico, Cuba, Central or South America, or other Spanish derived culture or origin regardless of race);
 - (iii) **Asian/Pacific Islander** (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or **the Pacific Islands**); and
 - (iv) **American Indian/Alaskan Native** (all persons having primary origins in any of the original peoples of North America and who maintain culture identification through tribal affiliation or community recognition).
2. Whenever the contractor or any subcontractor subcontracts a portion of the work, it shall physically include in each subcontract of \$5,000 or more the nondiscrimination clause in this contract directly or through incorporation by reference. Any subcontract for work involving a construction trade shall also include the Standard California Construction Contract Specifications, either directly or through incorporation by reference.
3. The Contractor shall implement the specific nondiscrimination standards provided in paragraphs 6(a) through (e) of these specifications.
4. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities or women, shall excuse the contractor's obligations under these specifications, Government Code, Section 12990, or the regulations promulgated pursuant thereto.
5. In order for the nonworking training hours of apprentices and trainees to be counted, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor or the California Department of Industrial Relations.
6. The contractor shall take specific actions to implement its nondiscrimination program. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor must be able to demonstrate fully its efforts under Steps a. through e. below:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and at all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligations to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Provide written notifications within seven days to the director of DFEH when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
 - c. Disseminate the Contractor's equal employment opportunity policy by providing notice of the policy to unions and training, recruitment, and outreach programs, and requesting their cooperation in assisting the Contractor to meet its obligations; and by posting the company policy on bulletin boards accessible to all employees at each location where construction work is performed.

- d. Ensure all personnel making management and employment decisions regarding hiring, assignment, layoff, termination, conditions of work, training, rates of pay or other employment decisions, including all supervisory personnel, superintendents, general leadpersons, on-site leadpersons, etc., are aware of the Contractor's equal employment opportunity policy and obligations and discharge their responsibilities accordingly.
 - e. Ensure that seniority practices, job classifications, work assignments, and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the equal employment opportunity policy and the Contractor's obligations under these specifications are being carried out.
7. Contractors are encouraged to participate in voluntary associations which assist in fulfilling their equal employment opportunity obligations. The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's.
8. The Contractor is required to provide equal employment opportunity for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Fair Employment and Housing Act (Gov. Code, Section 12990 et seq.) If a particular group is employed in a substantially disparate manner.
9. Establishment and implementation of a bona fide affirmative action plan pursuant to Section 8104(b) of this Chapter shall create a rebuttable presumption that a contractor is in compliance with the requirements of Section 12990 of the Government Code and its implementing regulations.
10. The Contractor shall not use the nondiscrimination standards to discriminate against any person because of race, color, religious creed, sex, national origin, ancestry, disability (including HIV and AIDS), medical condition (cancer), age, marital status, or denial of family and medical care leave and denial of pregnancy disability leave.
11. The Contractor shall not enter into any subcontract with any person or firm decertified from state contracts pursuant to Government Code Section 12990.
12. The contractor shall carry out such sanctions and penalties for violation of these specification and the nondiscrimination clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Government Code Section 12990 and its implementing regulations by the awarding agency. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Government Code Section 12990.
13. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company equal employment opportunity policy is being carried out, to submit reports relating to the provisions hereof as may be required by OCP and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status, (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in any easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.

EXHIBIT H

DRAWINGS

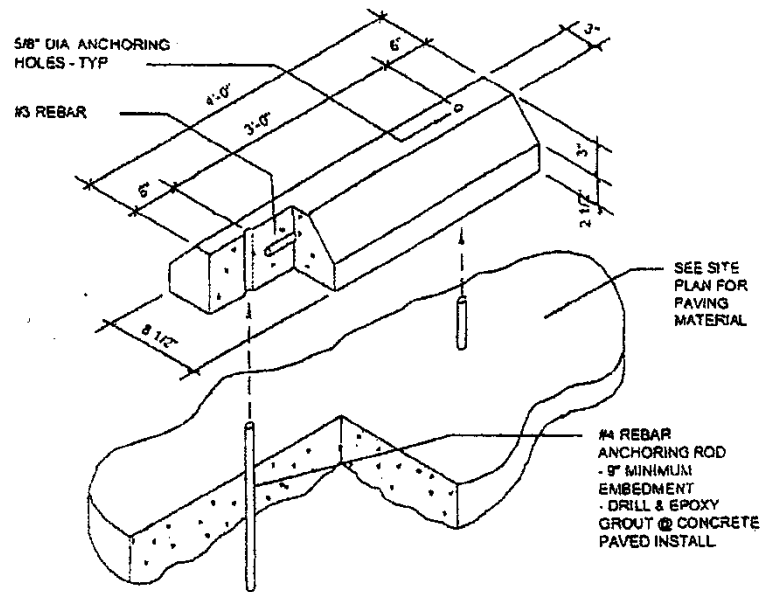
S:\DMV Master Plans\Field Offices\Long Beach-East Willow St\Long Beach_SitePlan.dwg, 5/11/2015 3:27:30 PM, mvjgh
NOT TO SCALE



- ADA Spaces-Remove signage and replace
- DT-Drive Test
- R-Reserved

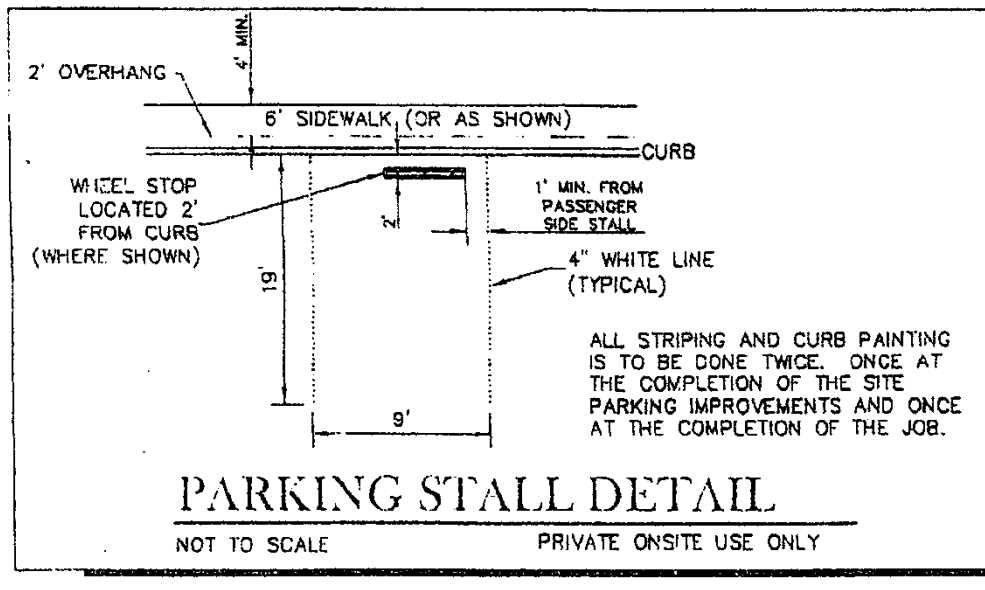
R=1950.0'
Δ=9°58'58"
L=339.75'

DRAWING A-4



CONCRETE WHEEL STOP

1" = 1'-0"



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 a 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)***
- ☐ Exhibit F – Noncollusion Declaration
- ☐ Proof of public works contractor registration with the DIR for the bidder and all subcontractors the bidder intends to utilize to perform work under the contract. ***(Only required if your total bid exceeds \$25,000.00.)***

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 this State to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code.

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

_____	Dollars	\$	_____
(words)			(figures)

In the case of discrepancies between words and figures, the words shall prevail.

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

BIDDER CERTIFICATION

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

COMPANY NAME: _____

AUTHORIZED BIDDER'S NAME (PLEASE PRINT): _____

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

The remainder of this page is intentionally left blank.

ATTACHMENT 3

PAYEE DATA RECORD (Read Before Completing)

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

The remainder of this page is intentionally left blank.

PAYEE DATA RECORD

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

Section 1 – Payee Information

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

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

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

CITY, STATE, ZIP CODE

E-MAIL ADDRESS

Section 2 – Entity Type

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

☐ **SOLE PROPRIETOR / INDIVIDUAL**

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

☐ **PARTNERSHIP**

☐ **ESTATE OR TRUST**

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

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

☐ **LEGAL** (e.g., attorney services)

☐ **EXEMPT** (e.g., nonprofit)

☐ **ALL OTHERS**

Section 3 – Tax Identification Number

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

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

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

_____ - _____ - _____

OR

Federal Employer Identification Number (FEIN)

_____ - _____ - _____

Section 4 – Payee Residency Status (See instructions)

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

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

☐ No services performed in California

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

Section 5 – Certification

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

NAME OF AUTHORIZED PAYEE REPRESENTATIVE

TITLE

E-MAIL ADDRESS

SIGNATURE

DATE

TELEPHONE (include area code)

Section 6 – Paying State Agency

Please return completed form to:

STATE AGENCY/DEPARTMENT OFFICE

UNIT/SECTION

MAILING ADDRESS

FAX

TELEPHONE (include area code)

CITY

STATE

ZIP CODE

E-MAIL ADDRESS

PAYEE DATA RECORD

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

GENERAL INSTRUCTIONS

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

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

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

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

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

Section 1 – Payee Information

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

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

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

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

Section 2 – Entity Type

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

Section 3 – Tax Identification Number

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

Section 4 – Payee Residency Status

Are you a California resident or nonresident?

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

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

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

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

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

Website: www.ftb.ca.gov

Section 5 – Certification

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

Section 6 – Paying State Agency

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

Privacy Statement

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

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

PAYEE DATA RECORD SUPPLEMENT

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

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

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

BUSINESS NAME, DBA NAME or DISREGARDED SINGLE MEMBER LLC NAME

(If different from above)

Additional Remittance Address Information

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

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

CITY

STATE

ZIP CODE

2 REMITTANCE ADDRESS

CITY

STATE

ZIP CODE

3 REMITTANCE ADDRESS

CITY

STATE

ZIP CODE

4 REMITTANCE ADDRESS

CITY

STATE

ZIP CODE

5 REMITTANCE ADDRESS

CITY

STATE

ZIP CODE

Additional Contact Information

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

1 CONTACT NAME

TELEPHONE (include area code)

EMAIL

2 CONTACT NAME

TELEPHONE

EMAIL

3 CONTACT NAME

TELEPHONE

EMAIL

Certification

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

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

NAME OF AUTHORIZED PAYEE REPRESENTATIVE

(Print or Type name)

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

X

PAYEE DATA RECORD SUPPLEMENT

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

GENERAL INSTRUCTIONS

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

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

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

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

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

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

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

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

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

PRIVACY STATEMENT

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

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

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

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

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

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

A. PRIME (BIDDING) CONTRACTOR INFORMATION

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

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

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

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

B. DVBE SUBCONTRACTOR/SUPPLIER INFORMATION (if applicable)

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

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

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

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.

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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 Cal eProcure 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: