

DEPARTMENT OF MOTOR VEHICLES

ADMINISTRATIVE SERVICES DIVISION

P.O. BOX 932382

SACRAMENTO, CA 94232-3820



22-303 RE-BID

REQUEST FOR PROPOSAL

January 26, 2023

You are invited to review and respond to this Request for Proposal (RFP) entitled 22-303 Re-Bid – Disabled Placard (DP) Renewal Communication and Outreach Services for the DMV. This RFP 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 RFP packages and any other provided documents from the Cal eProcure website.

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

In submitting your proposal, you must comply with the instructions found herein.

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 RFP package is complete and without need of explanation. The contact person for this RFP is:

Valerie Roybal
Department of Motor Vehicles
Phone: (916) 818-2859
Email: Valerie.Roybal@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.

Valerie Roybal
Contract Administrator

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PROPOSER REQUIREMENTS AND INFORMATION

1. Purpose and Description of Services

- A. The Department of Motor Vehicles (DMV) is soliciting proposals from full-service professional agencies to develop a comprehensive statewide communications and outreach campaign (in multiple languages as appropriate) to inform the public of the new renewal requirements for the Disabled Placard (DP) program.

2. Contract Term and Funding

- A. March 1, 2023 or upon contract approval, whichever occurs later, through February 29, 2024.
- B. Projected budget up to \$500,000.00.

3. Background

- A. The Department of Motor Vehicles (DMV) seeks the services of a vendor to conduct a comprehensive statewide communication and outreach campaign (in multiple languages as appropriate) to inform customers of a change in disabled person parking placard (DP) processing. Senate Bill (SB) 611 (Chapter 485, Statutes of 2017) requires the DMV to establish a renewal process that requires DP holders to renew their placard every six (6) years, as opposed to the prior process that sent placards to all DP holders automatically every two (2) years.
- B. The DMV has issued DPs to nearly 3 million individuals. DPs are valid for two (2) years, expiring on June 30 of every odd year. The DPs are free and allow DP holders special parking benefits. This is the first cycle in which a DP holder must renew their placard, and this requires a significant shift in consumer behavior. These nearly 2.3 million DP holders have had a DP for at least the last six (6) years and therefore have experienced at least two (2) automatic renewals. For this next placard, valid starting July 1, 2023, they must do something – renew their DP with DMV. This significant change necessitates the DMV’s use of an experienced vendor to engage in a statewide campaign to ensure the department’s DP community is aware of the renewal requirements so they can maintain their DP and its benefits.

4. Schedule of Events

<u>Event</u>	<u>Date</u>	<u>Time</u>
(1). RFP available to prospective proposers:	1/26/2023	N/A
(2). Written questions regarding RFP are due by: (Note: See additional info in Section 8.)	2/2/2023	4:30 p.m.
(3). Written responses to RFP questions released by:	2/7/2023	4:30 p.m.
(4). Final date for proposal submission: (Note: See additional info in Section 9.)	2/14/2023	9:30 a.m.
(5). Proposed start date of contract (estimated):	3/1/2023 or upon contract approval	N/A

5. Proposer Minimum 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 proposal, the

proposer 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 proposer is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for rejection of the proposer's proposal by the DMV.

B. The proposer shall meet the following minimum qualifications:

- (1). Must be located within the United States of America and be registered to do business in the State of California.
- (2). Must have a minimum of five (5) years' experience managing statewide communication projects.
- (3). Must have a minimum of five (5) years' experience targeting multiple audiences with a single, comprehensive statewide campaign.
- (4). Must have experience in public relations, project management, strategic communication, and media.
- (5). Must have experience in community outreach.
- (6). Must have experience in creating branding guides and toolkits for use by diverse constituencies on multiple platforms.
- (7). Must have experience analyzing existing demographic data on targeted audiences and stakeholders.
- (8). Must have experience adjusting campaign messaging and tactics based on political climate changes, customer behavior, and analytical data.
- (9). Must have experience developing visual branding for a statewide campaign, including three (3) samples.
- (10). Must have experience developing plans for earned media, paid media, social media, and digital media.

6. Administrative Requirements

A. Proposers shall provide all of the following Administrative Requirements in the order listed below:

(1). Cover Letter

- a. Proposer shall provide a Cover Letter signed by an individual who is authorized to bind the proposer's firm contractually and indicating the title and position that person holds in the firm, including a statement that the proposer commits to fulfilling all the requirements of this RFP.

(2). Executive Summary

- a. Proposer shall provide an Executive Summary that includes all of the following elements:
 1. Proposer firm's date of establishment, size, and structure.
 2. Description of proposer's organizational structure and history.

3. Description of the proposer's experience managing statewide communication projects.
4. Description of the proposer's experience targeting multiple audiences with a single, comprehensive statewide campaign.
5. Description of the proposer's experience in public relations, project management, strategic communication, and media.
6. Description of the proposer's experience in community outreach.
7. Description of the proposer's experience in creating branding guides and toolkits for use by diverse constituencies on multiple platforms.
8. Description of the proposer's experience analyzing existing demographic data on targeted audiences and stakeholders.
9. Description of the proposer's experience incorporating or replacing existing messaging and collateral into a refreshed campaign.
10. Description of the proposer's experience adjusting campaign messaging and tactics based on political climate changes, customer behavior, and analytical data.
11. Description of the proposer's experience developing visual branding for a statewide campaign, including three (3) samples.
12. Description of the proposer's experience developing plans for earned media, paid media, social media, and digital media.

(3). Reference Letters

- a. The proposer shall supply a minimum of five (5) client reference letters (provided within the last five [5] years) from private and/or government entities with relevant experience with projects of similar size and complexity. Each reference letter shall have been prepared and signed by the client. Each reference letter shall include the name of the private and/or government entity, the nature of the work performed, the contact person, contact person's business and email addresses, and telephone and fax numbers.

(4). Project Personnel and Resumes

- a. The proposer shall submit an organizational chart showing the hierarchy and proposed duties of the proposer's personnel that will be utilized during the term of the contract. The chart must show the relationship between the proposer's project manager and the personnel of the proposer's organization and all other parties (subcontractors) to the proposal. The proposer shall identify all personnel that will perform all roles indicated in this section. The proposer may assign one (1) or more individuals to perform multiple roles.
- b. The proposer shall submit a resume for all personnel listed on Attachment 2 that the proposer intends to utilize during the term of the Agreement.
- c. All personnel must meet the minimum qualifications indicated in the Contractor Minimum Qualifications listed above.

(5). Management Plan

- a. The proposer shall provide a Management Plan that describes how the proposer's personnel (including subcontractors) will be managed throughout the term of the contract. The proposer must provide descriptions of internal fiscal, accounting, and quality controls, schedules, and budget monitoring procedures which will be used to ensure that all work items are timely and that the fiscal resources are managed responsibly. In addition, the proposer must identify methods of reporting to the DMV on the status of work projects and budget expenditures.

(6). Required Attachments

- a. The proposer shall complete and provide all required Attachments identified in the Required Proposal Documents Checklist.

7. Technical Proposal Requirements

- A. These instructions stipulate the mandatory proposal format for this RFP.

- (1). Format instructions must be followed, all requirements and questions in this RFP must be answered, and all requested information must be supplied.

- B. Statement of Work

- (1). The proposer shall provide a Statement of Work that describes how the proposer will go about:
- a. Campaign Management
- b. Communication Plan
- c. Implementation Plan

8. Written Questions

- A. Submit all written questions via email to the contact person indicated on the cover page of this RFP package no later than the date and time specified in the Schedule of Events. Written responses to RFP 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>.

9. Submission of Proposal

- A. Proposals must be submitted via mail no later than the date and time specified in the Schedule of Events.
- (1). It is the proposer's responsibility to ensure its proposal is submitted in a manner that enables the proposal evaluation team to easily locate all response descriptions and exhibits for each requirement of this RFP. A table of contents shall be included, and page numbers shall be located in the same page position throughout the proposal. Figures, tables, charts, etc. shall be assigned index numbers and shall be referenced by these numbers in the proposal text and in the proposal table of contents, and shall be placed as close to text references as possible. Each page of the proposal shall include the RFP number, proposer name, proposal section/part/exhibit number, page number, and date.

- (2). One (1) original copy and one (1) electronic copy (in PDF format) of the proposal must be submitted. The original copy of the proposal shall contain all required documents with original signatures. **Proposal packages shall be three-hole-punched and placed in a binder.**
- (3). Proposals must be submitted via mail no later than the date and time specified in the Schedule of Events.
- a. Proposals submitted via mail must be enclosed in an envelope or under sealed cover. The exterior of the envelope or sealed cover must be clearly marked with all of the following information:
1. **PROPOSER'S NAME**
 2. **PROPOSER'S ADDRESS**
 3. **PROPOSAL # 22-303 RE-BID, DO NOT OPEN UNTIL FEBRUARY 14, 2023 AT 9:30 a.m., ATTN: VALERIE ROYBAL**
- b. Proposals shall be mailed to the following address:
- Department of Motor Vehicles
Contract Services Section
Attn: VALERIE ROYBAL
2415 First Avenue, MS: E112
Sacramento, CA 95818-2606**
- c. Mailed proposals not enclosed in an envelope or under sealed cover shall be rejected.
- B. Proposals must be received by the DMV no later than the date and time specified in the Schedule of Events. Any proposal received after the specified due date and time shall remain unopened and be returned to the proposer.
- C. Proposals shall include all required proposal documents identified in the Required Proposal Documents Checklist. **Only submit the required proposal documents with your proposal, not the entire RFP package.** Proposals not including the required proposal documents shall be deemed non-responsive. A non-responsive proposal is one that does not meet the basic proposal requirements.
- D. **All required proposal documents submitted must be printed single-sided.** Proposals that include required proposal documents that are printed double-sided shall be deemed non-responsive.
- E. All documents requiring a signature must bear an original signature of a person authorized to bind the proposing firm.
- F. Costs for developing proposals in anticipation of award of the contract are entirely the responsibility of the proposer and shall not be charged to the DMV.
- G. An individual who is authorized to bind the proposing firm contractually shall sign the Proposal/Proposer Certification Sheet (Attachment 1). The signature must indicate the title or position that the individual holds in the firm. An unsigned proposal may be rejected.
- H. A proposer may modify a proposal after its submission by withdrawing its original proposal and resubmitting a new proposal prior to the proposal submission deadline. Proposer modifications offered in any other manner, oral or written, shall not be considered.

- I. A proposer may withdraw their proposal by submitting a written withdrawal request to the DMV, signed by the proposer or an authorized agent. A proposer may thereafter submit a new proposal prior to the proposal submission deadline. Proposals may not be withdrawn without cause subsequent to proposal submission deadline.
- J. The DMV may modify this RFP prior to the date fixed for submission of proposals by the issuance of an addendum to all parties who received a proposal package.
- K. Proposers are cautioned to not rely on the DMV during the evaluation to discover and report to the proposer any defects and errors in the submitted documents. Proposers, before submitting their documents, should carefully proof them for errors and adherence to the RFP requirements.
- L. Where applicable, proposers should carefully examine work sites and specifications. Proposers 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.
- M. 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 proposer believes its proposal contains trade secret or proprietary information intended to be confidential, it is the proposer's responsibility to identify and redact such information. A separate redacted copy of the proposal must be submitted along with the original unredacted proposal, and it will be the proposer's responsibility to defend any redactions should a requester dispute them under the Public Records Act. In the absence of a pre-redacted proposal, the DMV will treat the entire proposal as a public record, except any information the DMV is required to redact under California law.
- N. More than one proposal from an individual, firm, partnership, corporation, or association under the same or different names, shall not be considered. Reasonable grounds for believing that any proposer has submitted more than one proposal for the work contemplated herein will cause the rejection of all proposals submitted by that proposer. If there is a reason for believing that collusion exists among proposers, none of the participants in such collusion shall be considered in this or future procurements.

10. Disposition of Proposals

- A. All documents submitted in response to this RFP 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 proposer's proposal, shall be held in the strictest confidence until notice of intent to award is released. The content of all working papers and discussions relating to a proposal 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 proposal.
- B. Proposal packages may be returned only at the proposer's expense, unless such expense is waived by the DMV.

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11. Evaluation and Selection

A. Each proposal shall be evaluated using the following two-step process:

(1). **(Step 1 Evaluation): Minimum Qualifications (Pass/Fail)**

- a. Proposers must meet all of the Proposer Minimum Qualifications, Administrative Requirements, and Technical Proposal Requirements identified in this RFP. In addition, proposers must complete and submit all required Attachments included in this RFP package. Failure to meet all of the above requirements shall result in elimination of the proposal from further consideration.
- b. The following page is a sample of the evaluation form that will be completed by the DMV during the evaluation process. Proposer shall not complete this form.
- c. Proposer must receive a score of “**Pass**” for each requirement listed on the sample of the evaluation form in order for their proposal to be considered as responsive.

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SAMPLE

FOR DMV USE ONLY

Proposer Name: _____

Date: _____

(Step 1 Evaluation): Proposer Minimum Qualifications & Submission of Administrative and Technical Proposal Requirements (Pass/Fail)

Proposer must receive a score of “Pass” for each requirement listed below in order for the proposal to be considered as responsive.

Requirement	Pass/Fail <i>(circle one)</i>
1. Proposer is located within the United States of America and is registered to do business in California.	Pass Fail
2. Proposer has a minimum of five (5) years' experience managing statewide communication projects.	Pass Fail
3. Proposer has a minimum of five (5) years' experience targeting multiple audiences with a single, comprehensive statewide campaign.	Pass Fail
4. Proposer meets all other specified minimum qualifications and has provided samples (where applicable).	Pass Fail
5. Proposer provided all of the following Administrative and Technical Proposal Requirements: <ul style="list-style-type: none"> • Cover Letter • Executive Summary • Reference Letters (Minimum of 5) • Project Personnel and Resumes (all personnel must meet minimum qualifications) • Management Plan • Required Proposal Documents • Statement of Work 	Pass Fail

The remainder of this page is intentionally left blank.

(2). **(Step 2 Evaluation): Administrative Requirements, Technical Proposal Requirements, and Cost Proposal**

- a. Proposals adhering to the requirements in Step 1 above shall have their Administrative Requirements, Technical Proposal Requirements, and Cost Proposal evaluated and scored by an Evaluation Committee in accordance with the criteria shown in the sample evaluation form that follows in this RFP. Each proposal shall be evaluated to determine responsiveness to the requirements and standards described in this RFP. The selection process complies with the requirements of PCC 10344, subdivision (c). This selection process is known as the “Secondary Method”.
- b. The following page(s) is a sample of the evaluation form that will be completed by the Evaluation Committee during the evaluation process. Proposer shall not complete this form.
- c. For all items listed in the sample evaluation form on the page(s) that follow, the Evaluation Committee shall award whole number points. In order for a proposal to be considered as responsive, a proposer must:
 - 1. Receive a score greater than **zero (0)** points for those items that require a score greater than **zero (0)** points.
- d. For evaluation purposes only, in the sample evaluation form on the pages that follow, the proposer that proposes the lowest average hourly rate (based on the sum of the **two [2] highest** job title hourly rates identified on Attachment 2, Cost Sheet, **divided by two [2]**) shall be awarded the maximum possible cost points. Proposers that do not propose the lowest average hourly rate shall be awarded cost points based on the following calculation: (**Lowest Average Hourly Rate To The DMV** divided by **Higher Average Hourly Rate To The DMV** multiplied by **Maximum Possible Cost Points** equals **Total Cost Points Awarded**). The total cost points awarded shall be rounded to nearest whole number.
- e. The DMV may require proposer’s staff (identified on Attachment 2, Cost Sheet) to participate in an interview.
 - 1. Interview questions will be related to this RFP’s Scope of Work (SOW), the staff’s ability to perform the required services, the staff’s experience as related to past success in communication and outreach campaigns based on the proposer’s recommendations, and the staff’s knowledge/skills/experience relating to this RFP’s SOW.
- f. Score values are defined as follows:

Score	Criteria
100%	Excellent: Response was complete and detailed, displayed an in-depth understanding of subject.
75%	Good: Response indicated a good understanding of the subject.
50%	Fair: Response expressed average information and understanding of the subject. Demonstrated an ability to perform fairly in the subject area.
25%	Poor: Response partially addressed the question(s). Demonstrated little or marginal understanding of the subject.
0%	No Value: Response was unclear or was not responsive to the question(s) asked. Indicated a lack of familiarity with the subject matter.

ADMINISTRATIVE AND TECHNICAL ASSESSMENT CRITERIA		MAXIMUM POINTS POSSIBLE
1	<p>Clarity, organization, and professionalism of proposal</p> <ul style="list-style-type: none"> • Demonstrated knowledge of project scope and requirements. • Clarity and conciseness of proposal. • Use of appropriate language, spelling, and grammar. <p>The criteria above will be evaluated and will be assessed a total points value as shown below: Excellent=200 Good=150 Fair=100 Poor=50 No Value=0</p>	200
2	<p>Proposer's Campaign Management</p> <ul style="list-style-type: none"> • Demonstrated experience in managing statewide communication projects. • Demonstrated experience in public relations, project management, strategic communication, and media. • Demonstrated experience in community outreach. • Experience in creating branding guides and toolkits for use by diverse constituencies on multiple platforms. <p>The criteria above will be evaluated and will be assessed a total points value as shown below: Excellent=200 Good=150 Fair=100 Poor=50 No Value=0</p>	200
3	<p>Proposer's Communication Plan</p> <ul style="list-style-type: none"> • Demonstrated experience in targeting multiple audiences with a single, comprehensive statewide campaign. • Experience analyzing existing demographic data on targeted audiences and stakeholders. • Experience incorporating or replacing existing messaging and collateral into a refreshed campaign. • Experience adjusting campaign messaging and tactics based on political climate changes, customer behavior, and analytical data. • Experience developing visual branding for a statewide campaign, including three (3) samples. • Demonstrated experience developing plans for earned media, paid media, social media, and digital media. <p>The criteria above will be evaluated and will be assessed a total points value as shown below: Excellent=200 Good=150 Fair=100 Poor=50 No Value=0</p>	200
4	<p>Proposer's Implementation Plan</p> <ul style="list-style-type: none"> • Scalable paid media plan • Ensure media buy outs include added value components. • Experience developing collateral assets for a statewide campaign, including three (3) samples. <p>The criteria above will be evaluated and will be assessed a total points value as shown below: Excellent=200 Good=150 Fair=100 Poor=50 No Value=0</p>	200
5	<p>Cost Data Sheet (Attachment 2)</p> <p><u>Calculated as follows:</u> <i>Lowest Proposed Average Hourly Rate <u>divided</u> by Proposer's Average Hourly Rate <u>multiplied</u> by Maximum Possible Cost Points = Awarded Cost Points</i></p>	240
Total Possible Points		1,040
6	<p>Interviews (At DMV's Discretion)</p> <p><i>DMV, at its sole discretion, may conduct interviews with up to three (3) Proposed that received the highest scores. If interviews are conducted, a maximum of 500 points may be awarded for the interview component.</i></p>	500
Total Available Points:		1,540

- B. The DMV reserves the right to verify a proposer's claimed experience, education, letters of reference, and commitment required in a proposal element. References may be contacted by the DMV Evaluation Committee to validate the information provided by the proposer and to determine the client's overall satisfaction with the services provided. Proposers are responsible for notifying their customers that the DMV Evaluation Committee may contact them for reference and performance information.
- C. Proposals that contain inaccurate, false, or misleading statements and/or information, or provide references that do not support an attribute or condition claimed by the proposer, shall be disqualified by the DMV.
- D. All proposals 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 proposals were received containing a reasonable contract price or if there is another business-based reason not to make an award.
- E. **The DMV does not accept alternate contract language from prospective contractors.** Proposals 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>.
- F. The contract shall be awarded to the responsible/responsive proposer given the highest overall number of points. The overall number of points to be awarded to each proposal shall be determined by adding together the total points awarded by the DMV Evaluation Committee and applicable bid preference points awarded by the DMV Contract Administrator. Refer to the Bid Preference(s) section for information regarding preferences that are applicable to this RFP.
- G. In the event there is a tie score among proposers, each tied proposer shall be contacted by the contact person indicated on the cover page of this RFP regarding a date and time for a flip of a coin. The tied proposer whose proposal was received first by the DMV shall make the call. Tied proposers or their authorized representative(s) are allowed to be present for the flip of the coin.

12. Notice of Intent to Award Contract

- A. The DMV shall email proposers and post in a public accessible place, a written notice of intent to award contract no less than five (5) DMV business days prior to awarding the contract.

13. Protest

- A. If any proposer, prior to the award of the contract, files an initial protest with the DMV and the Department of General Services (DGS) on the grounds that the DMV failed to follow the procedures specified in subdivision (c) of Public Contract Code section 10344, the contract shall not be awarded until either the protest has been withdrawn or the Department of General Services has decided the matter.
- B. Within five (5) calendar days after filing an initial protest with the DMV and DGS, the protesting proposer shall file a full and complete written statement with the DMV and DGS specifying the grounds for the protest, including: the RFP number, the name of the State agency involved, and the agency contract person. Protestants should also include their fax number if they have one.
- C. Written protests must be sent by **email** to the DGS, Office of Legal Services (OLS) at OLSProtests@dgs.ca.gov, as well as the Contract Administrator listed on the cover letter of this IFB.

14. Notice of Contract Award

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

15. Standard Conditions of Service

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

16. Required Documents (Awarded Contractor)

- A. Prior to approval of the contract, 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. 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 & 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 supplied 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. Professional Liability

- A. Coverage shall provide limits of not less than \$1,000,000.00 per occurrence and \$3,000,000.00 in the aggregate, covering any damages caused by a negligent error, act, or omission.
- B. By signing the contract, the awarded contractor certifies that the carrier of any professional liability insurance required in the performance of the contract has knowledge of the awarded contractor's extension of services to the DMV.

3. Worker's Compensation

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

17. Preference(s)

- A. The following preferences are applicable to this RFP:
 - (1). Small Business Enterprise (SBE) Preference
 - a. SBE Preference information can be found at the following internet web site: <http://www.dgs.ca.gov>.
 - (2). Non-Small Business (Non-SB) Preference
 - a. Non-SB preference information can be found at the following internet web site: <http://www.dgs.ca.gov> (Note: Non-SB Preference cannot displace a direct award to a California certified Small Business or a California certified Micro Business).

18. Incentive(s)

A. Disabled Veteran Business Enterprise (DVBE) Participation Incentive

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

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DO NOT COMPLETE OR SUBMIT WITH YOUR BID!

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD. 213 (10/2018)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER <i>(if applicable)</i>
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1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY'S NAME **Department of Motor Vehicles**

CONTRACTOR NAME

2. The term of this Agreement is:

START DATE

THROUGH END DATE

SAMPLE

3. The maximum amount of this Agreement is:

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 Detail and Payment Provisions	
Exhibit C*	General Terms and Conditions	GTC 04/2017
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 www.dgs.ca.gov/ols/resources/standardcontractlanguage.aspx*

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

CONTRACTOR

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

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
PRINTED NAME OF PERSON SIGNING		TITLE	
CONTRACTOR AUTHORIZED SIGNATURE		DATE SIGNED	

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
Department of Motor Vehicles

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

California Department of General Services Approval (or 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 disabled placard (DP) renewal communication and outreach services for the DMV for the term of this Agreement.
2. The services shall be performed at: 2415 First Avenue, Sacramento, CA 95818.
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.
4. The Contractor shall be available to provide services at any time during normal DMV business hours, Monday through Friday, between 8:00 a.m. and 5:00 p.m. Pacific Time, (excluding State holidays), except as specifically agreed to otherwise in writing by the DMV Project Manager. There shall be no increase in hourly rates for extended hours or days.
5. The Project Managers during the term of this Agreement shall be:

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

6. The Contract Administrators during the term of this Agreement shall be:

<u>Department of Motor Vehicles</u>		<u>Contractor Name (TBD)</u>	
Name:	Valerie Roybal	Name:	TBD
Address:	2415 First Avenue, MS: E112 Sacramento, CA 95818	Address:	TBD
Phone:	(916) 818-2859	Phone:	TBD
Email:	<u>Valerie.Roybal@dmv.ca.gov</u>	Email:	TBD

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

A. SUMMARY OF SERVICES

- (1). The Contractor shall provide status updates, weekly or as requested by the DMV, throughout the Agreement lifecycle. The updates shall be provided to the Sponsors, Directorate, Steering Committee and to the DMV Project Manager, but may also be provided to other appropriate individuals or entities, at DMV discretion. The updates shall consist of, but not be limited to, the following:

- a. Detailed summary of work completed during reporting period, planned work, and overall status of the effort.
- b. Concerns, risks, or issues regarding the effort, along with impact to overall project and planned mitigation measures.
- c. Review of Management Plan and Schedule, including percentage of completion.
- d. Answers to related questions presented/raised during the meetings or from the DMV Project Manager.
 1. The Contractor shall prepare all documents, where applicable, in accordance with the State's, and DMV's, applicable business and information technology documentation standards and requirements, including format and content, which include at a minimum: Windows 10, Microsoft Project 2010 or greater, Word 2016, Excel 2016, Visio 2016, and PowerPoint 2016.
 2. The Contractor shall provide drafted documents, such as but not limited to: agendas, presentations, handouts, journey maps, dashboards, and training materials at least three (3) business days prior to the meetings, presentations, training sessions, etc. (or on date agreed upon by the DMV Project Manager) to allow for DMV review and feedback. The finalized documents must be approved by the DMV Project Manager before being utilized for meetings, presentations, training sessions, etc.
 3. The Contractor shall arrange, facilitate, lead, and conduct all activities, such as but not limited to: meetings, trainings, workgroups, committees, cross divisional project meetings, etc. as needed to complete the required tasks of the Agreement.
 4. The Contractor shall maintain open and frequent communication as necessary with all applicable DMV project participants, including the Sponsors, Directorate, and other DMV staff and Vendors. If requested, the Contractor shall attend project meetings and periodic briefings for DMV management, as indicated by the DMV Project Manager.
 5. If the Contractor staff are determined to be part of the conflict-of-interest program, then the staff listed in this Agreement shall comply with Government Code 87302 and the Fair Political Practices Commission rules. The Contractor shall not permit its staff to work on this Agreement unless the staff is in compliance with Government Code 87302 and the Fair Political Practices Commission rules (<http://www.fppc.ca.gov/the-law/fppc-regulations/regulations-index.html>).
 6. If the Contractor staff are determined to be part of the conflict of interest program, then the staff listed in this Agreement shall comply with Conflict of Interest Program: Article 12 (commencing with section 11146) of Chapter 1 of Part 1 of Division 3 of Title 2 of the Government Code requires that all consultants in designated conflict of interest (COi) positions attend ethics orientation training within six months of becoming a filer, and at least once during every consecutive period of two (2) calendar years commencing on the first odd-numbered year thereafter. The purpose of the orientation is to familiarize consultants with California's ethics policies in order to help avoid conflict of interest

situations. No compensation for completion of the Ethics training or related expenses may be included in this final response.

7. The Contractor shall not begin work on a deliverable until the DMV Project Manager and the Contractor Official have approved the deliverable's Work Order Authorization (WOA).
8. The Contractor shall work with the DMV Project Manager, Sponsors, and Core Team throughout the process to obtain input, review, and approval.
9. The Contractor must provide electronic copies of all materials designed, produced, and used by the Consultant in support of the tasks of this Agreement. The Contractor must keep all data and information, soft and hardcopy, confidential. All materials and data shall become the property of the DMV. All confidential documents must be stored within DMV. Materials and information regarding the DMV cannot be used or discussed outside of DMV without the express written authorization of the DMV Executive Management.
10. The Contractor shall notify the DMV Project Manager at least ten (10) business days in advance of any required visits to any DMV facility and/or a DMV field office. On-site visits must be conducted during normal working hours, Monday through Friday, 8:00 a.m. to 5:00 p.m. Pacific Time, excluding State holidays.
11. The Contractor shall respond within twenty-four (24) hours to emails or calls from the DMV Project Manager within normal DMV business hours, unless otherwise agreed upon.
12. The Contractor shall meet all timelines, personnel resources, and costs, as agreed to in this Agreement and approved WOA's.
13. The Contractor's staff listed in this Agreement must undergo and clear background check prior to that individual commencing any work under this Agreement. The background check must be processed by an authorized Department of Justice (DOJ) Live Scan site. Failure of the proposed staff to pass the background check will ban that individual from commencing any work under this contract and the Contractor must propose a replacement staff person. The DMV will provide authorized DOJ Live Scan at DMV Headquarters in Sacramento, CA at no additional cost to the Contractor's staff listed in this Agreement. If the Contractor staff listed in this Agreement do not use the DOJ Live Scan at DMV Headquarters, the Contractor is responsible for any costs incurred to complete the required background check. The DMV shall not pay for any DOJ Live Scan conducted at a site other than the Sacramento Headquarters.

B. CONTRACTOR MINIMUM QUALIFICATIONS

- (1). Must be located within the United States of America and be registered to do business in the State of California.
- (2). Must have a minimum of five (5) years' experience managing statewide communication projects.

- (3). Must have a minimum of five (5) years' experience targeting multiple audiences with a single, comprehensive statewide campaign.
- (4). Must have experience in public relations, project management, strategic communication, and media.
- (5). Must have experience in community outreach.
- (6). Must have experience in creating branding guides and toolkits for use by diverse constituencies on multiple platforms.
- (7). Must have experience analyzing existing demographic data on targeted audiences and stakeholders.
- (8). Must have experience adjusting campaign messaging and tactics based on political climate changes, customer behavior, and analytical data.
- (9). Must have experience developing visual branding for a statewide campaign, including three (3) samples.
- (10). Must have experience developing plans for earned media, paid media, social media, and digital media.

C. CONTRACTOR RESPONSIBILITIES

- (1). The Contractor shall assist the DMV with its outreach and education efforts related to the new DP renewal requirement. In collaboration with the DMV project team, the Contractor shall:
 - a. Work with the DMV project team to understand the DP program in general along with the new renewal program and its requirements.
 - b. Research relevant organizations and entities to recommend to the DMV as partnership opportunities.
 - c. Prepare project documents including a campaign proposal, materials, and an implementation plan.
 - d. Develop targeted messaging to compel DP holders to renew their DP as soon as possible. The messaging will guide DP holders to the online renewal option, with the mail-in option as a secondary option.
 - e. Prepare messaging for use in multiple mediums such as social media, paid media, community outreach, in office posters, mailers, and the DMV's website.
 - f. The Contractor shall use artifacts and images provided by DMV and shall use in-house DMV talent when feasible. Non-DMV talent and images shall be discussed with and approved by the DMV project team before the Contractor engages in any agreements.
 - g. Provide translations of print media and paid media into languages spoken throughout California. Using the department's Dymally-Alatorre Language Services Act biennial survey results, these languages are currently Spanish, Chinese, Armenian, Hindi, Punjabi, and Vietnamese.

- h. Partner with the DMV project team to implement outreach campaign. The Contractor shall be responsible for coordinating all external campaigns; the DMV will assist with coordinating internal campaigns such as signs in its field offices.
- i. Report on the project activities as agreed upon.
- j. Provide a final report with project artifacts and recommendations on future outreach opportunities at the DMV.
- k. Sign all required system access and privacy and security documentation.

D. CONTRACTOR TASKS

- (1). The following table identifies tasks that are required by this SOW. All work performed under this Agreement shall be initiated using a WOA in accordance with the process described in this SOW.

TASK
<p>Task 1: Planning and Scoping</p> <p>Overall project plan and scope including:</p> <ul style="list-style-type: none"> • Planning meetings. • Learning about the DP program. • Work breakdown structure. • High-level user stories.
<p>Task 2: Campaign Proposal</p> <p>A proposal outlining the outreach campaign with messaging strategies. This shall include opportunities related to:</p> <ul style="list-style-type: none"> • Partnerships. • Social media campaigns. • Earned/paid media. • Publications. • Other messaging strategies. • Suggestions on internal communication.
<p>Task 3: Campaign Development and Implementation</p> <ul style="list-style-type: none"> • Develop messaging and outreach materials and provide to the DMV project team for feedback and approval. • Prepare and present implementation timeline. <ul style="list-style-type: none"> ○ Timeline shall include language translations. • Work with DMV staff and executives to align proposed process improvements. • Implement outreach campaign in partnership with the DMV project team.

Task 4: Assess and Refine

- Partner with the DMV to assess results of the campaign
 - Brainstorm ways to improve DP renewals.
 - Implement new strategies.
- Continue assessment activities and new strategies as needed through the end of the term.

Task 5: Final Report

- Final report with project artifacts and recommendations for the DMV to use with its next placard renewal cycle in 2025.

E. DMV RESPONSIBILITIES

- (1). The DMV shall provide support to the Contractor through the following:
- a. Provide access to business and technical documentation as necessary for the Contractor to complete the tasks identified under this Agreement.
 - b. Provide access to the DMV staff, management, offices, and operation areas as required to complete the tasks defined under this Agreement.
 - c. Collaborate to discuss technical, procedural, and policy items related to disabled placards and the renewal process.
 - d. Review and approve project artifacts within five (5) business days.
 - e. Work with internal staff to determine departmental resources for printing and mailing capabilities along with audio/visual production.
 - f. Monitor DP renewal rates during the course of the campaign and partner with the Contractor to strategize methods to improve renewal rates as needed.
 - g. The DMV shall be available to provide general guidance, information, and facilitation activities including access to DMV Subject Matter Experts such as, DMV business analyst(s), DMV system analyst(s), and DMV programming staff as necessary for the Contractor to complete the tasks defined under this Agreement. The DMV shall not provide any resources to complete the Contractor's responsibilities.
 - h. Provide the Contractor personnel with normal office working facilities, equipment, and system accesses if work is performed at DMV Headquarters.
 - i. If needed, invite the Contractor to appropriate meetings.

F. WORK ORDER AUTHORIZATIONS (WOA)

- (1). All work performed under this Agreement shall be initiated at a planning meeting that shall include the Contractor and the DMV Project Manager, and shall utilize the Work Order Authorization (WOA) in Exhibit F. Each WOA shall include a description of the task and deliverable to complete the work. The Contractor shall not begin work on a task until the DMV Project Manager and the Contractor have approved the WOA. The start of work shall occur upon the start date of the WOA or upon approval by the DMV Project Manager, whichever occurs later.

- (2). The WOA establishes that the DMV and the Contractor have a common understanding of the scope, schedule, format, content (depth and breadth) of work, and acceptance criteria of work products required prior to the Contractor beginning work. The DMV and Contractor shall define and develop acceptance criteria, and these tasks shall be assigned to the Contractor in each planning meeting, including specific measurable success factors to be set forth in the WOA. The tasks and any potential work products must be listed in the WOA. The WOA details the Contractor services required to meet project objectives.
- (3). Once the WOA has been reviewed and accepted, the Contractor and the DMV will sign the WOA. This will constitute acceptance of the WOA. The originally approved WOA will be retained by the DMV, with copies sent to the Contractor.
- (4). It is understood and agreed by both parties that all of the terms and conditions of this Agreement shall remain in force with the inclusion of any such WOA.
- (5). If, in the performance of the work, the Contractor determines that the work approved through the WOA cannot be accomplished within the estimated time frame, the Contractor shall immediately notify the DMV Project Manager in writing of the Contractor's estimate of the additional hours needed to complete the work in full. Upon receipt of such notification, the DMV may:
 - a. Alter the scope of the WOA (via an approved amendment to the WOA) in order to define the tasks that can be accomplished within the remaining estimated time frame.

OR

 - b. Terminate the WOA.
- (6). The following is a list of required information for the WOA. This list is not all inclusive. Therefore, any additional information deemed relevant to the work identified in the WOA should be included. Each WOA shall include the following:
 - a. A work description which shall include the purpose, objective, or goals to be undertaken by the Contractor.
 - b. An identification of tasks and any associated work products to be developed by the Contractor.
 - c. Acceptance criteria for the work to be performed.
 - d. The name or identification of the Contractor personnel to be assigned.
 - e. The Contractor's estimated time frame required to accomplish the purpose, objective, or goals.
 - f. The Contractor's total cost for the WOA.

G. DELIVERABLE REVIEW AND ACCEPTANCE

- (1). All completed work identified in the WOA shall be submitted to the DMV Project Manager for review and approval or rejection through the use of the following Deliverable Review and Acceptance process:

- a. Regular Stand-Up Meetings: The DMV Project Team shall hold regular stand-up meetings. The Contractor shall participate in the stand-up meetings. These meetings will be brief, typically held in the morning, and shall set the context for the day's work.
 - b. Deliverable Review Meetings: On a bi-weekly basis, the Contractor shall participate in a Deliverable Review Meeting to review the progress of tasks identified in the WOA with DMV executives and relevant stakeholders. The Contractor shall then document the Deliverable Review and submit it to the DMV.
 - c. Deliverable Package: On a bi-weekly basis, the Contractor shall prepare and submit a Deliverable Package to the DMV Project Team that contains all work products and acceptance criteria identified in the WOA, which includes an updated Project Plan.
 - d. Deliverable Acceptance: After the DMV has received and approved the Deliverable Review and the Deliverable Package, including the WOA, the DMV shall issue the Deliverable Acceptance Document (DAD) in Exhibit G within five (5) DMV business days. The DAD must accompany any invoice submitted by the Contractor. Should deficiencies be identified, the DMV and the Contractor shall meet to determine what work products are acceptable and the level of effort and strategy for correction of any deficiencies. The DMV may issue a DAD for a portion of the Deliverable Package. The DMV and the Contractor shall document the strategy and level of effort for the Contractor's correction of deficiencies through an amended WOA.
 - e. Payment for tasks performed under this Agreement shall be by deliverable. It shall be the DMV's sole determination as to whether a deliverable has been successfully completed and is acceptable to the DMV.
 - f. An approved DAD is required from the DMV Project Manager before processing an invoice for payment.
- (2). The DMV Project Team shall be the sole judge of the acceptability of all work performed and work products produced by the Contractor as a result of this Agreement. Should the work performed, or products produced by the Contractor fail to meet the minimum DMV conditions, requirements, applicable standards, specifications, or guidelines, the following resolution process shall be employed except as superseded by other binding processes:
- a. The DMV Project Team shall notify the Contractor in writing within ten (10) DMV business days after receipt of each deliverable, or after completion of each phase of services, of any acceptance problems by identifying the specific inadequacies and/or failures in the services performed or products produced by the Contractor.
 - b. If the deliverable is not approved, the Contractor shall be notified in writing within ten (10) DMV business days and must take appropriate measures to correct or remedy the reason(s) for rejection within five (5) DMV business days of notification.
 - c. The Contractor shall, within five (5) DMV business days after initial problem notification, respond to the DMV Project Team by submitting a detailed explanation describing precisely how the identified services and/or products actually adhere to and satisfy all applicable requirements, and/or propose a corrective action plan to address the specific inadequacies and/or failures in the

identified services and/or products. Failure by the Contractor to respond to the DMV Project Team's initial problem notification within the required time limits may result in immediate termination of this Agreement. In the event of such termination, the DMV shall pay all amounts due to the Contractor for all work accepted prior to termination.

- d. The DMV Project Team shall, within five (5) DMV business days after receipt of the Contractor's detailed explanation and/or proposed corrective action plan, notify the Contractor in writing whether it accepts or rejects the explanation and/or plan. If the DMV Project Team rejects the explanation and/or plan, the Contractor shall submit a revised corrective action plan within three (3) DMV business days of notification of rejection. Failure by the Contractor to respond to the plan within the required time limits may result in immediate termination of this Agreement. In the event of such termination, The DMV shall pay all amounts due to the Contractor for all work accepted prior to termination.
- e. The DMV Project Team shall, within five (5) DMV business days of receipt of the revised corrective action plan, notify the Contractor in writing whether it accepts or rejects the revised corrective action plan proposed by the Contractor. Rejection of the revised corrective action plan may result in immediate termination of this Agreement. In the event of such termination, the DMV shall pay all amounts due to the Contractor for all work accepted prior to termination.

H. **CONTRACTOR EVALUATION**

- (1). Within sixty (60) calendar days after the completion of this Agreement, the DMV Project Manager shall complete a written evaluation of the Contractor's performance under this Agreement. If the Contractor did not satisfactorily perform the work, a copy of the evaluation shall be sent to the Department of General Services, Office of Legal Services, and to the Contractor within fifteen (15) calendar days of the completion of the evaluation (Public Contract Code, section 10369).

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EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISION

1. Invoice and Payment

- A. The Contractor may submit an invoice to the DMV, but payment will not be issued until the DMV Project Manager and Contractor Official have approved the deliverable, as stipulated in Exhibit A.
- B. Invoices submitted must reference the Deliverable Number, this Agreement number and Deliverable Title, as identified on the approved Work Order Authorizations (WOA).
- C. The DMV shall compensate the Contractor for each completed deliverable and in no event shall pay more for a deliverable than the agreed maximum cost for the deliverable, as provided in the approved WOA.
- D. Costs identified in the WOAs will be charged at the rates listed in the table below:

Job Title	Hourly Rate
TBD	\$TBD

- E. The DMV shall not be obligated to pay on an invoice until all reports required herein are received by the DMV Project Manager. The DMV may dispute an invoice which does not comply with all requirements and a dispute notice given on that basis shall satisfy the requirements of the California Prompt Payment Act.
- F. In the event a deliverable is not completed prior to the expiration or termination date of this Agreement, the DMV may pay for partial work completed in accordance with the criteria noted on the corresponding WOA.
- G. Accounts Payable will only pay those invoices with an approved Deliverable Acceptance Document (DAD).
- H. The Contractor's invoice(s) shall be emailed to: **ACCT_INV@dmv.ca.gov**

2. Travel Reimbursement

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

3. Budget Contingency Clause

- A. The parties mutually agree that if the Budget Act of the current year or any subsequent year covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to the Contractor or furnish any other consideration under this Agreement, and the Contractor shall not be obligated to perform further services under this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to the Contractor to reflect the reduced amount.

4. Prompt Payment Clause

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

5. Withholding Amounts Owed From Amounts Due

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

The remainder of this page is intentionally left blank.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

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

The remainder of this page is intentionally left blank.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. Force Majeure

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

2. Termination

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

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

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

OR

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

3. Liquidated Damages

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

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

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

4. Incorporation by Reference

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

5. Contractor Name Change and Assignment

A. Name Change

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

B. Assignment

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

6. Availability of Funds

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

7. State Holidays & Furlough Days

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

8. Right to Bar

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

9. Multiple Contractors

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

10. Subcontractors

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

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

11. Rejection

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

AND/OR

 - (2). Terminate this Agreement.

12. Jurisdiction and Venue

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

13. Dispute

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

14. Standards of Conduct

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

15. Laws, Rules, Regulations, and Executive Orders

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

16. Economic Sanctions

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

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

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

- a. The Contractor shall provide to the DMV, within five (5) DMV business days following receipt by the Contractor, a copy of any cancellation or non-renewal of insurance required under this Agreement. In the event the Contractor fails to keep the required insurance coverage in effect at all times, the DMV may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

(3). Deductible

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

(4). Primary Clause

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

(5). Insurance Carrier Required Rating

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

(6). Endorsements

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

(7). Inadequate Insurance

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

B. Commercial General Liability

- (1). Throughout the term of this Agreement, the Contractor shall provide the DMV with 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 & advertising injury and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability.
- (2). The insurance policy shall include the following additional insured endorsement that shall be supplied under form acceptable to DGS, ORIM:
 - a. The State of California, its officers, agents and employees are included as additional insured, but only with respect to work performed for the State of California.

C. Automobile Liability

- (1). 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. Professional Liability

- (1). Throughout the term of this Agreement, the Contractor shall provide the DMV with a valid certificate of insurance stating that there is professional liability insurance presently in effect for the Contractor with limits of not less than \$1,000,000.00 per occurrence and \$3,000,000.00 in the aggregate, covering any damages caused by a negligent error, act, or omission.
- (2). By signing this Agreement, the Contractor certifies that the carrier of any professional liability insurance required in the performance of this Agreement has knowledge of the Contractor's extension of services to the DMV.

E. Workers Compensation

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

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

- F. Certificates of insurance provided to the DMV shall not include a specific agreement number.
- G. The DMV shall not be responsible for any premiums or assessments on insurance policies. The Contractor agrees that all insurance provided shall be in effect at all times during the term of this Agreement. The Contractor also agrees to notify the DMV within five (5) DMV business days of any cancellation, non-renewal, or material change that affects required insurance coverage. Contractor insurance policies are subject to the approval of the Department of General Services (DGS), Office of Risk and Insurance Management (ORIM). In the event the Contractor fails to keep required insurance coverage(s) 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.
- H. The Contractor shall mail or email the required certificate(s) of insurance to the following DMV contact person:

Department of Motor Vehicles
Contract Services Section
Attn: Valerie Roybal
2415 First Avenue, MS: E112
Sacramento, CA 95818
Email: Valerie.Roybal@dmv.ca.gov

2. Contractor's Performance Evaluation

- A. In accordance with the provisions of Public Contract Code Sections 10367 and 10369, the Contractor's performance under this Agreement will be evaluated. The evaluation shall be prepared within sixty (60) calendar days after completion of this Agreement. The DMV shall prepare the evaluation on Contract/Contractor Evaluation (STD. 4). If the performance was unsatisfactory, a copy of the completed Contract/Contractor Evaluation form shall be sent to the Department of General Services (DGS), Office of Legal Services. The DMV shall notify and send a copy of the completed evaluation to the Contractor, who shall then have thirty (30) calendar days in which to prepare and send statements to DGS and the DMV defending the firm's performance under this Agreement. The evaluation and Contractor response shall not be public record.

3. Resumes

- A. The Contractor shall provide the DMV with a resume for each contract participant who shall exercise a major administrative role or major policy or consultant role as identified by the Contractor.

4. Personnel Replacement

- A. The Contractor shall act as the prime contractor under this Agreement. In addition to identifying all classifications and personnel proposed to work under this Agreement, the Contractor shall also identify their subcontractor affiliations as applicable. The Contractor agrees to notify the DMV Project Manager when any personnel are added or removed under this Agreement and when there are any changes to their subcontractor affiliation as applicable. Each Contractor personnel replacement will require approval by the DMV in accordance with the Personnel Change Order process described in Paragraph C below before services can be rendered. An amendment to this Agreement is not required for Contractor personnel changes.
- B. The Contractor shall assume responsibility for all functions identified in Exhibit A, Scope of Work. The DMV reserves the right, in its sole discretion, to disapprove of Contractor personnel provided to the DMV under this Agreement. If the DMV exercises this right, the Contractor must terminate the personnel from this Agreement within three (3) working days of notice by the DMV, and must provide qualified replacement personnel who meet the minimum requirements set forth in the RFP within five (5) working days of the DMV exercising its rights under this Paragraph.
- C. If the Contractor decides to replace personnel, independent from DMV elected termination as described in paragraph B, they must provide resumes for replacement staff within five (5) working days from the date it is known that the personnel will be replaced.
- D. The replacement personnel must have the skills and experience, which meet or exceed the skills and experience of the previous personnel. The DMV Project Manager will approve or reject the replacement personnel. In the event such replacement is rejected by the DMV Project Manager, the Contractor shall continue to submit resumes until the DMV Project Manager approves such replacement. A failure to provide suitable replacement personnel, as determined solely by the DMV, shall constitute a breach of this Agreement and shall entitle the DMV, at its sole discretion, to pursue all of its available legal remedies. Upon approval of the replacement personnel's resume by the DMV Project Manager, a Personnel Change Order Authorization (Exhibit H) must be initiated. The Personnel Change Order Authorization must be initiated when Contractor personnel leave this Agreement (removal of personnel) or are added to this Agreement (addition or replacement of personnel). (1). Replacement of the DMV Project Manager and Contractor Official may be completed through the Personnel Change Order Authorization process.
- E. Contractor personnel changes must be initiated by the Contractor through the use of Exhibit H, Personnel Change Order Authorization. Each Personnel Change Order Authorization must include the replacement personnel's resume accepted by the DMV Project Manager. The replacement personnel will not begin work on a deliverable until the DMV Project Manager and the Contractor Official have approved the Personnel Change Order Authorization.

5. Contractor and Subcontractor Personnel Continuing Assignment

- A. The DMV Project Manager reserves the right, in its sole discretion, to disapprove the continuing assignment of any Contractor personnel or subcontractor provided to the DMV under this Agreement. If the DMV exercises this right, the Contractor must terminate the Contractor personnel or subcontractor from the Agreement within three (3) days written notice by the DMV Project Manager, and shall provide qualified replacement personnel who meet the minimum requirements set forth in this Agreement within five (5) business days of the DMV exercising its rights in this paragraph. A failure to provide qualified replacement personnel as determined by the DMV within the specified period shall constitute a breach of this Contract, and shall entitle the DMV, in its sole election, to pursue all of its available legal remedies.

6. Follow-on Agreements

- A. No person, firm, or subsidiary thereof that has been awarded a consulting services contract may submit a bid for, nor be awarded a contract for, the provision of services, procurement of goods or supplies, or any other related action which is required, suggested, or otherwise deemed appropriate in the end product of the consulting services contract.
- B. This section does not apply to any person, firm, or subsidiary thereof who is awarded a subcontract of a consulting services contract which amounts to no more than ten (10) percent of the total monetary value of the consulting services contract.

7. Consultant Report

- A. Per Government Code Section 7550, the Contractor shall include in any document or written report prepared in whole or in part by the Contractor under this Agreement, the contract number and the dollar amount of each contract and each subcontract relating to the preparation of the document or written report.

8. Consultant Contractor's Rights and Obligations

- A. The Contractor is advised that the provisions of Public Contract Code Sections 10335 through 10381 pertaining to the duties, obligations, and rights of a consultant service contractor are applicable to this Agreement.

9. Ownership of Intellectual Property

- A. All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed during the performance of this Agreement shall become the sole property of the DMV. Upon request, the Contractor shall provide an acknowledgement or assignment, in a tangible form satisfactory to the DMV, to evidence the DMV's sole ownership of specifically identified intellectual property created or developed in the performance of this Agreement is restricted to include only the data supplied by the DMV, and the analyses, reports, papers, and documents produced for the DMV.

10. Security

A. DMV and Employee Property

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

B. Security Clearance

- (1). The DMV may perform a background check and security clearance on contracted employees working under this Agreement. For this reason, the employee's name must be entered on the Information Security and Disclosure Statement Public/Private Partnerships Employee (EXEC 200X). These records shall remain in the Contractor's company file, and their confidentiality shall be ensured by the Contractor. Based on this background check and security clearance, at the DMV's discretion, any potential employee who is considered a security risk may not under any circumstances participate in this Agreement. The Contractor shall ensure that such employees will have no physical, visual, or electronic contact with DMV equipment, data, documents, or information.

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

11. 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.

12. Information Access Security and Clearance

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

13. 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.

14. Amendment(s)

- A. This Agreement may be amended upon mutual written consent by both parties for the following:
- (1). To extend the term of this Agreement for up to an additional six (6) months under the same terms and the same or lower rates where a protest or other legal action delays the award of a new agreement.
 - (2). To correct incidental or typographical errors.
 - (3). To change the name of the Contractor or assign this Agreement to another contractor as specified within this Agreement.
 - (4). To 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. 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.

15. 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).

16. 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.

17. DVBE Subcontractor Invoices

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

The remainder of this page is intentionally left blank.

EXHIBIT F

WORK ORDER AUTHORIZATION (WOA)

CONTRACTOR NAME: _____

DMV AGREEMENT NUMBER: _____ WOA NUMBER: _____

DELIVERABLE TITLE: _____

DELIVERABLE START DATE: _____ DELIVERABLE END DATE: _____

(Or upon DMV Project Manager approval, whichever occurs later)

LIST THE CONTRACTOR PERSONNEL/CLASSIFICATION ASSIGNED TO THE DELIVERABLE:

MAXIMUM COST OF DELIVERABLE: \$ _____

DESCRIPTION OF TASKS:

DESCRIPTION OF DELIVERABLE:

Work Order Authorization (WOA) has been reviewed and agreed upon and all work associated with this WOA will be performed in accordance with the WOA and the provisions of Agreement Number: 22-303.

AUTHORIZED AND APPROVED:

CONTRACTOR OFFICIAL (Print & Sign Name / Date)

DMV PROJECT MANAGER (Print & Sign Name / Date)

EXHIBIT G

DELIVERABLE ACCEPTANCE DOCUMENT (DAD)

CONTRACTOR NAME: _____

CONTRACT NUMBER: _____

DAD NUMBER: _____

DELIVERABLE TITLE: _____

DELIVERABLE COMPLETION DATE: _____

TOTAL COST OF DELIVERABLE: _____

ACCEPTANCE CRITERIA

AUTHORIZED AND APPROVED BY:

CONTRACTOR REPRESENTATIVE SIGNATURE

DMV PROJECT MANAGER SIGNATURE

DATE

DATE

EXHIBIT H

PERSONNEL CHANGE ORDER (PCO) AUTHORIZATION

CHANGE ORDER NUMBER: _____

CONTRACTOR NAME: _____ AGREEMENT NUMBER: _____

START DATE: _____ or upon approval by the DMV Project Manager, whichever occurs later.

<u>DESCRIPTION OF CHANGE:</u> 	
<u>NEW PERSONNEL (including phone number and email address):</u> 	
<u>SOW PERSONNEL JOB TITLE/ROLE:</u> 	RESUME ATTACHED: Yes <input type="checkbox"/> RESUME NUMBER OF PAGES: _____
<u>REASON FOR CHANGE:</u> 	

APPROVAL:

Changes identified above are in accordance with the terms and condition of this Agreement.

By signing below, the Contractor Official has confirmed that the proposed personnel meets the RFP personnel classification requirements and all requirements listed in the SOW (Exhibit A). The DMV Project Manager's signature below indicates that he/she has confirmed that the proposed personnel meets all the requirements listed in the SOW (Exhibit A).

AUTHORIZED AND APPROVED:

CONTRACTOR OFFICIAL *(Print & Sign Name / Date)*

DMV PROJECT MANAGER *(Print & Sign Name / Date)*

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

DOT Order No. 1050.2A

APPENDIX A

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

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

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

DOT Order No. 1050.2A

APPENDIX E

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

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

REQUIRED PROPOSAL DOCUMENTS CHECKLIST

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

ITEM & DESCRIPTION

- Attachment 1 – Proposal/Proposer Certification Sheet
- Attachment 2 – Cost Sheet
- Attachment 3 – Payee Data Record
- Attachment 4 – Proposer Declaration & Subcontractor/Supplier List
- Attachment 5 – Darfur Contracting Act
- Attachment 6 * – Disabled Veteran Business Enterprise (DVBE) Participation Forms and Instructions
 - STD 843 – Disabled Veteran Business Enterprise Declarations
(To be completed by a bidder or subcontractor that is a certified DVBE)
 - DVBE Subcontractor Agreement
- Attachment 7 – California Civil Rights Laws Certification *(This Attachment is only required if your total proposed cost for the term of the contract is \$100,000.00 or more)*

The remainder of this page is intentionally left blank.

ATTACHMENT 1

PROPOSAL/PROPOSER CERTIFICATION SHEET

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

- A. Our proposed cost is submitted as detailed in Attachment 2, Cost Sheet.
- B. All required proposal documents are included with our proposal.
- 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 proposal document. The signature below authorizes the verification of this certification.

PROPOSER INFORMATION		
1. PROPSEY'S LEGAL BUSINESS NAME:		
2. ADDRESS, CITY, STATE, ZIP CODE:		
3. TELEPHONE NUMBER:	4. FAX NUMBER:	5. EMAIL ADDRESS:
ORGANIZATION TYPE		
6. <input type="checkbox"/> SOLE PROPRIETORSHIP 7. <input type="checkbox"/> PARTNERSHIP 8. <input type="checkbox"/> 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:		
<p>A. SMALL BUSINESS ENTERPRISE? (<input type="checkbox"/> YES* <input type="checkbox"/> NO) → *If "YES", enter certification number: _____</p> <p>B. DISABLED VETERAN BUSINESS ENTERPRISE? (<input type="checkbox"/> YES* <input type="checkbox"/> NO) → *If "YES", enter certification number: _____</p> <p>C. If an application for certification is pending, what date was the application submitted to the OSDS? → _____</p> <p>*Provide proof of your certification via a printout from the DGS/OSDS Cal eProcure website if either A or B above is checked "YES".</p>		
PROPOSER'S AUTHORIZED REPRESENTATIVE		
15. NAME (Print):	16. TITLE:	
17. SIGNATURE:	18. DATE:	

COMPLETION INSTRUCTIONS FOR PROPOSAL/PROPOSER CERTIFICATION SHEET

Complete the numbered items on the Proposal/Proposer 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 proposal may be deemed non-responsive by the DMV if you fail to complete, sign, and submit this document with your proposal.

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

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

Complete the following by identifying all job titles (and their hourly rates) that will be utilized to perform services under the contract. In the event additional lines are needed, complete additional Cost Sheet pages as necessary.

NOTE: CONTRACTORS ACTING AS FISCAL AGENTS ARE PROHIBITED (Refer to Exhibit D, Paragraph 10)

Costs related to travel, per diem, and travel time to and from the designated base of operations for the engagement, are costs to be included within the hourly rates below. The DMV shall not pay for such costs as a separate item.

Any alteration of this cost sheet may be considered a counter-proposal and may cause your proposal to be deemed non-responsive.

Job Title	Hourly Rate
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$

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

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

PROPOSER CERTIFICATION

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

COMPANY NAME: _____

AUTHORIZED PROPOSER'S NAME (PLEASE PRINT): _____

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

ATTACHMENT 3

PAYEE DATA RECORD (Read Before Completing)

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

The remainder of this page is intentionally left blank.

PAYEE DATA RECORD

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

Section 1 – Payee Information

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

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

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

CITY, STATE, ZIP CODE

E-MAIL ADDRESS

Section 2 – Entity Type

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

SOLE PROPRIETOR / INDIVIDUAL

SINGLE MEMBER LLC *Disregarded Entity owned by an individual*

PARTNERSHIP

ESTATE OR TRUST

CORPORATION (see instructions on page 2)

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

LEGAL (e.g., attorney services)

EXEMPT (e.g., nonprofit)

ALL OTHERS

Section 3 – Tax Identification Number

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

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

_____ - ____ - _____

OR

Federal Employer Identification Number (FEIN)

_____ - _____

- 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.

Section 4 – Payee Residency Status (See instructions)

- CALIFORNIA RESIDENT – Qualified to do business in California or maintains a permanent place of business in California.
- CALIFORNIA NONRESIDENT – Payments to nonresidents for services may be subject to state income tax withholding.
 - No services performed in California
 - Copy of Franchise Tax Board waiver of state withholding is attached.

Section 5 – Certification

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

NAME OF AUTHORIZED PAYEE REPRESENTATIVE	TITLE	E-MAIL ADDRESS
SIGNATURE	DATE	TELEPHONE (include area code)

Section 6 – Paying State Agency

Please return completed form to:

STATE AGENCY/DEPARTMENT OFFICE		UNIT/SECTION	
MAILING ADDRESS		FAX	TELEPHONE (include area code)
CITY	STATE	ZIP CODE	E-MAIL ADDRESS

PAYEE DATA RECORD

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

GENERAL INSTRUCTIONS

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

Information provided in this form will be used by California state agencies/departments to prepare Information Returns (Form1099).

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

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

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

Section 1 – Payee Information

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

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

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

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

Section 2 – Entity Type

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

Section 3 – Tax Identification Number

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

Section 4 – Payee Residency Status

Are you a California resident or nonresident?

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

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

Withholding Services and Compliance Section: 1-888-792-4900 E-mail address: wscs.gen@ftb.ca.gov
For hearing impaired with TDD, call: 1-800-822-6268 Website: www.ftb.ca.gov

Section 5 – Certification

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

Section 6 – Paying State Agency

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

Privacy Statement

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

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

PAYEE DATA RECORD SUPPLEMENT

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

Payee Information (must match the STD 204)	
NAME <i>(Required. Do not leave blank.)</i>	TAX ID NUMBER <i>(Required)</i> SSN, ITIN, or FEIN that matches Tax ID number provided on STD 204
BUSINESS NAME, DBA NAME or DISREGARDED SINGLE MEMBER LLC NAME <i>(If different from above)</i>	

Additional Remittance Address Information

- Use the fields below to provide remittance addresses for payee if different from the mailing address on the STD 204.
- *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 <i>(include area code)</i>	EMAIL
2 CONTACT NAME	
TELEPHONE	EMAIL
3 CONTACT NAME	
TELEPHONE	EMAIL

Certification

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

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

PAYEE DATA RECORD SUPPLEMENT

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

GENERAL INSTRUCTIONS

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

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

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

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

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

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

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

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

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

PRIVACY STATEMENT

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

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

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

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

ATTACHMENT 4

PROPOSER 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 (PROPOSING) CONTRACTOR INFORMATION

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

Note: Proposers 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. Proposals must propose that certified proposers perform a commercially useful function or the proposal 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 proposed cost:

Work To Be Performed By Prime (Proposing) Contractor	% Of Total Proposed Cost

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 Proposed Cost

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

C. NON-DVBE SUBCONTRACTOR INFORMATION (if applicable)

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

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

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.

COMBINED % TOTAL MUST EQUAL 100%

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: Proposers 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 proposer subcontracts at least 25% of their total proposed cost 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 proposer must check "Yes" above and identify the DGS, OSDS certified SB and/or MB subcontractor(s) and percentage of commitment (≥ 25% combined) in Section C above. Proposers claiming a Non-SB Preference cannot displace an award to a DGS, OSDS certified SB or MB.

E. PROPOSER'S AUTHORIZED REPRESENTATIVE

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

ATTACHMENT 5

DARFUR CONTRACTING ACT

Your proposal may be deemed non-responsive by the DMV if you fail to complete and submit this document with you proposal. 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)
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DVBE SUBCONTRACTOR AGREEMENT

PART A: NAMED PARTIES

This Agreement is entered into between Contractor: _____, hereinafter referred
(Contractor Name)
 to as *Proposer*, and DVBE
 subcontractor: _____, hereinafter referred
(DVBE Subcontractor Name)
 to as *Subcontractor*, on: _____, consisting of the following conditions:
(Date)

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

PART B:

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

Proposer and the Subcontractor agree that, in the event the DMV awards the primary agreement to the Proposer, the Proposer 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:

Proposer'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 proposal. It is provided for your use only. Checking every box of your elected compliance option does not guarantee that your proposal will be evaluated compliant.

ITEM

- Proposer Declaration & Subcontractor/Supplier List included with proposal.
- 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 proposed cost is \$100,000.00 or more. Your proposal may be deemed non-responsive by the DMV if you fail to complete, sign, and submit this document with your proposal.

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:	
<i>Bidder/Proposer/Contractor Firm Name (Printed):</i>	<i>Federal ID Number:</i>
<i>By (Authorized Signature):</i>	
<i>Printed Name and Title of Person Signing:</i>	
<i>Date Executed:</i>	<i>Executed in the County and State of:</i>