

Solicitation 15-369

Arvin Parking Lot Sweeping and Steam Cleaning Services

Solicitation Designation: Public

State of California

Solicitation 15-369

Arvin Parking Lot Sweeping and Steam Cleaning Services

Solicitation Number **15-369**
Solicitation Title **Arvin Parking Lot Sweeping and Steam Cleaning Services**
Expected Expenditure **\$23,000.00** (This price is expected - not guaranteed)

Solicitation Start Date **Nov 20, 2015 6:44:26 AM PST**
Solicitation End Date **Dec 22, 2015 2:30:00 PM PST**
Question & Answer End Date **Dec 14, 2015 5:00:00 PM PST**

Solicitation Contact **Anita Count**
916-657-8728
ACount@DMV.CA.gov

Pre-Solicitation Conference **Dec 8, 2015 9:00:00 AM PST**
Attendance is mandatory
Location: 317 Campus Drive
Arvin, CA 93203
Meet at the DMV's Window #8.

Standard Disclaimer **The State of California advises that prospective bidders periodically check the websites, including but not limited to Bidsync, and/or other state department links for modifications to bid documents. The State of California is not responsible for a prospective bidder's misunderstanding of the bid solicitation or nonresponsive bid due to failure to check these websites for updates or amendments to bid documents, and/or other information regarding the bid solicitations. Failure to periodically check these websites will be at the bidder's sole risk.**
The information published and/or responded to on these websites is public information. Confidential questions/issues/concerns should be directed to the contact on the ad.

Description

Contractor to provide all labor, tools, materials, and equipment necessary to provide truck-mounted parking lot sweeping services two (2) times per week on Tuesday and Thursday and steam cleaning services the first weekend of each quarter beginning February. There is a mandatory pre-bid conference for this project is scheduled on 12/8/2015 @ 9:00 a.m. located at 317 Campus Drive, Arvin, CA 93203. Interested bidders are to meet at the DMV's window #8.

DEPARTMENT OF MOTOR VEHICLES

ADMINISTRATIVE SERVICES DIVISION
P.O. BOX 932382 MS: E112
SACRAMENTO, CA 94232-3820

**15-369****INVITATION FOR BID****Notice to Prospective Bidders**

November 20, 2015

You are invited to review and respond to this Invitation for Bid (IFB) entitled 15-369 Parking Lot Sweeping and Steam Cleaning Services for the Arvin DMV Field Office. This IFB is advertised in the California State Contracts Register through BidSync at:

<http://www.dgs.ca.gov> or <http://www.bidsync.com>

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

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

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

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

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

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

Anita Count
Department of Motor Vehicles
Phone: (916) 657-8728
Fax: (916) 657-2387
Email: Anita.Count@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.

Anita Count

Contract Administrator

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BIDDER REQUIREMENTS AND INFORMATION**1. Purpose and Description of Services**

- A. Parking lot sweeping and steam cleaning services at the Arvin DMV Field Office. Term: February 1, 2016 through January 31, 2018. See Exhibit A, Scope of Work, for a complete description of services.

2. Bidder Qualifications

- A. The awarded contractor shall utilize truck-mounted equipment to perform parking lot sweeping during the term of the contract. The awarded contractor shall not utilize trailer-mounted equipment to perform parking lot sweeping during the term of the contract.

3. Schedule of Events

<u>Event</u>	<u>Date</u>	<u>Time</u>
(1). IFB available to prospective bidders:	11/20/2015	N/A
(2). Mandatory pre-bid conference: (Note: See additional info in Section 4.)	12/8/2015	9:00 a.m.
(3). Written questions regarding IFB are due by: (Note: See additional info in Section 5.)	12/14/2015	5:00 p.m.
(4). Written responses to IFB questions released by:	12/16/2015	3:30 p.m.
(5). Final date for bid submission and bid opening: (Note: See additional info in Sections 6 and 7.)	12/22/2015	2:30 p.m.
(6). Proposed start date of contract:	2/1/2016	N/A

4. Mandatory Pre-Bid Conference

- A. A mandatory pre-bid conference is scheduled at Window 8 located at 317 Campus Drive, Arvin, CA 93203, for the purpose of discussing concerns regarding this IFB.
- B. Potential bidders must sign in on the pre-bid conference sign in sheet at the mandatory pre-bid conference in order to be eligible to submit a bid. Signing in on the pre-bid conference sign in sheet shall be the only acceptable proof that a potential bidder attended the pre-bid conference. Signing in on a building security/visitor log, providing a business card, or providing any other type of proof shall not be considered as acceptable proof of attending the pre-bid conference. If a bid is submitted by a potential bidder who failed to sign in on the pre-bid conference sign in sheet, the bid shall remain unopened and be returned to the bidder.
- C. In the event a potential bidder is unable to attend the mandatory pre-bid conference, an authorized representative may attend on their behalf. The representative may only sign in for one (1) company. Subcontractors may not represent a potential bidder at a mandatory pre-bid conference. No bid shall be accepted unless the potential bidder or their authorized representative signed in on the pre-bid conference sign in sheet at the mandatory pre-bid conference.
- D. Potential bidders who need assistance to attend the pre-bid conference due to a physical impairment, a reasonable accommodation shall be provided by the DMV upon request. The potential bidder must contact the contact person indicated on the cover page of this IFB

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

5. **Written Questions**

- A. Submit all questions in writing through the online project advertisement in BidSync at:
<http://www.bidsync.com>.

6. **Submission of Bid**

- A. Bids must be submitted via mail or hand-delivered no later than the date and time specified in the Schedule of Events.
- (1). Bids submitted via mail or hand-delivered 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:
- a. **BIDDER'S NAME**
 - b. **BIDDER'S ADDRESS**
 - c. **BID PROPOSAL # 15-369, DO NOT OPEN UNTIL 12/22/2015 AT 2:30 p.m.,
ATTN: Anita Count**
- (2). Bids shall be mailed to or hand-delivered to the following address:
- Department of Motor Vehicles
Contract Services Section
Attn: Anita Count
2415 First Avenue, MS: E112
Sacramento, CA 95818-2606**
- (3). Mailed or hand-delivered bids not enclosed in an envelope or under sealed cover shall be rejected. If hand-delivering a bid, you must contact the contact person indicated above upon arrival for pickup. If the contact person indicated above is unavailable to pick up a hand-delivered bid upon arrival, you must contact the contact person's support staff for pickup at (916) 657-7771. Hand-delivered bids shall only be delivered to the contact person indicated above or their authorized representative upon arrival. Bids shall not be hand-delivered to or dropped-off at a DMV security desk. Bids that are hand-delivered to or dropped-off at a DMV security desk shall not be considered as received by the DMV, and shall remain unopened and be returned to the bidder.
- B. Bids must be received by the DMV no later than the date and time specified in the Schedule of Events. Any bid received after the specified due date and time shall remain unopened and be returned to the bidder.
- C. Bids shall include all required bid documents identified in the Required Bid Documents Checklist. **Only submit the required bid documents with your bid, not the entire IFB package. In addition, do not submit bid documents within a binder or folder.** Bids not including the required bid documents shall be deemed non-responsive. A non-responsive bid is one that does not meet the basic bid requirements.
- D. **All required bid documents submitted must be printed single-sided.** Bids that include required bid 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 bidding firm.

- F. Bids must be submitted for the performance of all the services described herein. Any deviation from the work specifications shall not be considered and shall cause a bid to be rejected.
- G. Costs for developing bids in anticipation of award of the contract are entirely the responsibility of the bidder and shall not be charged to the DMV.
- H. An individual who is authorized to bind the bidding firm contractually shall sign the Bid/Bidder Certification Sheet (Attachment 1). The signature must indicate the title or position that the individual holds in the firm. An unsigned bid may be rejected.
- I. A bidder may modify a bid after its submission by withdrawing its original bid and resubmitting a new bid prior to the bid submission deadline. Bidder modifications offered in any other manner, oral or written, shall not be considered.
- J. A bidder may withdraw their bid by submitting a written withdrawal request to the DMV, signed by the bidder or an authorized agent. A bidder may thereafter submit a new bid prior to the bid submission deadline. Bids may not be withdrawn without cause subsequent to bid submission deadline.
- K. The DMV may modify this IFB prior to the date fixed for submission of bids by the issuance of an addendum to all parties who received a bid package.
- L. Bidders are cautioned to not rely on the DMV during the evaluation to discover and report to the bidder any defects and errors in the submitted documents. Bidders, before submitting their documents, should carefully proof them for errors and adherence to the IFB requirements.
- M. Where applicable, bidders should carefully examine work sites and specifications. Bidders shall investigate conditions, character, and quality of surface or subsurface materials or obstacles that might be encountered. No additions or increases to the contract amount shall be made due to a lack of careful examination of work sites and specifications.
- N. Bidders should be aware that marking a document "confidential" or "proprietary" in a bid may exclude a bid from consideration for award and will not keep that document from being released after notice of award as part of the public record, unless a court has ordered the DMV not to release the document. Any disclosure of confidential information provided by a bidder is a basis for rejecting the bidder's bid and ruling the bidder ineligible to further participate.

7. Bid Opening

- A. For security reasons, if you plan to attend the public bid opening, you must call the contact person indicated on the cover page of this IFB no less than 24 hours prior to the bid opening date and time so that arrangements can be made for entrance into the DMV building.
- B. The bid opening shall be held at: **DMV Headquarters East Building (meet in lobby area), 2415 First Avenue, Sacramento, CA 95818.**

8. Disposition of Bids

- A. All documents submitted in response to this IFB shall become the property of the State of California, and shall be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.). However, the contents of all proposals, draft bids, correspondence, agenda, memoranda, working papers, or any other medium which discloses any aspect of a bidder's bid, shall be held in the strictest confidence until notice of award is released. The content of all working papers and discussions relating to a bid shall be held in confidence indefinitely, unless the public's interest is best served by an item's disclosure because of its direct pertinence to a decision, agreement, or evaluation of a bid.

- B. Bid packages may be returned only at the bidder's expense, unless such expense is waived by the DMV.

9. Evaluation and Selection

- A. Each bid shall be checked for the presence or absence of required information in conformance with the submission requirements of this IFB.
- B. The DMV shall put each bid through a process of evaluation to determine its responsiveness to the DMV's needs.
- C. The DMV reserves the right to reject all bids for reasonable cause. If all bids are too high, the agency is not required to award a contract.
- D. Bids that contain false or misleading statements, or which provide references that do not support an attribute or condition claimed by the bidder, may be rejected. If, in the opinion of the DMV, such information was intended to mislead the DMV in its evaluation of the bid, and the attribute, condition, or capability is a requirement of this IFB, it shall be the basis for rejection of the bid.
- E. A bid may be rejected if it is conditional or incomplete. The DMV may reject any or all bids and may waive any immaterial deviation in a bid. The DMV's waiver of immaterial defect shall in no way modify the IFB document or excuse the bidder from full compliance with all requirements if awarded the contract.
- F. A bid may be rejected if it contains any alterations of form or other irregularities of any kind. **The DMV does not accept alternate contract language from prospective contractors.** Bids with such language shall be considered a counter proposal and shall be rejected. The state's General Terms and Conditions (GTC) are not negotiable. The GTC may be viewed on the internet at: <http://www.dgs.ca.gov>.
- G. The final selection shall be made on the basis of the lowest responsible responsive bid. In the event there is tie, each of the tied bidders shall be contacted by the contact person indicated on the cover page of this IFB regarding a date and time for a flip of a coin. The bidder whose bid was received first shall make the call. Bidders or their authorized representative(s) are allowed to be present for the flip of the coin.

10. Notice of Intent to Award Contract

- A. Upon written request by any bidder via email, fax, regular mail, or personal delivery prior to award of the contract, the DMV shall email or fax bidders and post in a public accessible place, a written notice of intent to award contract no less than five (5) DMV business days prior to awarding the contract. All written requests must be submitted to and received by the contact person indicated on the cover page of this IFB prior to award of the contract.
- B. Whenever a contract is awarded under a procedure which provides for competitive bidding, but the contract is not to be awarded to the lowest bidder, the DMV shall:
- (1). Notify the lowest bidder in writing by email, fax, overnight courier, or personal delivery no less than five (5) DMV business days prior to the award of the contract.

11. Protest

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

- B. Within five (5) calendar days after filing an initial protest with the DMV and DGS, the protesting bidder shall file a full and complete written statement with the DMV and DGS specifying the grounds for the protest, including: the IFB number, the name of the state agency involved, and the agency contract person. Protestants should also include their fax number if they have one.
- C. A written protest must be sent by regular mail, fax, courier, or personal delivery to both of the following:

Department of General Services
Office of Legal Services
Attn: Protest Coordinator
707 3rd Street 7th Floor
West Sacramento, CA 95605
Fax: (916) 376-5088

Department of Motor Vehicles
Contract Services Section
Attn: Contract Officer
2415 First Avenue, MS: E112
Sacramento, CA 95818
Fax: (916) 657-2387 or (916) 657-5936

12. Notice of Contract Award

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

13. Standard Conditions of Service

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

14. 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 twenty (20) 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. Automobile Liability

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

3. 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.

15. Bid Preference(s)

A. The following preferences are applicable to this IFB:

(1). Small Business Enterprise (SBE) Preference

- a. SBE Preference information can be found at the following internet web site:
<http://www.dgs.ca.gov>.
- b. To be eligible for a SBE Preference, the bidder must be certified by the State of California, Department of General Services (DGS), Office of Small Business and Disabled Veteran Enterprise Services (OSDS), as a Certified Small Business.

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

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

The remainder of this page is intentionally left blank.

DO NOT COMPLETE OR SUBMIT WITH YOUR BID!

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (Rev 06/03)

AGREEMENT NUMBER
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

Department of Motor Vehicles

CONTRACTOR'S NAME

2. The term of this Agreement is:

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.

Exhibit A – Scope of Work

page(s)

Exhibit B – Budget Detail and Payment Provisions

page(s)

Exhibit C – General Terms and Conditions

page(s)

Exhibit D – Special Terms and Conditions

page(s)

Exhibit E – Additional Provisions

page(s)

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'S NAME (if other than individual, state whether a corporation, partnership, etc.)

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNED

ADDRESS

STATE OF CALIFORNIA

AGENCY NAME

Department of Motor Vehicles

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNED

ADDRESS

2415 First Avenue, MS: E112, Sacramento, CA 95818-2606

*California Department of General
Services Use Only*

EXHIBIT A**SCOPE OF WORK**

1. **Contractor's Full Business Name** (to be completed by the DMV), hereafter referred to as the Contractor, agrees to provide the Department of Motor Vehicles (DMV) all labor, tools, materials, equipment, and travel necessary to perform parking lot sweeping and steam cleaning services at the Arvin DMV Field Office on approximately 4,121 square feet for the term of this Agreement.
2. The services shall be performed at: 317 Campus Drive, Arvin, CA 93203.
3. The Services shall be provided during non-DMV business hours as follows:

Parking Lot Sweeping: Services shall be performed two (2) times per week on Tuesday and Thursday, except for State holidays as indicated at DMV's website http://apps.dmv.ca.gov/fo/offices/toc_fo.htm. Services shall be performed between the hours of 5:45 a.m. and 7:15 a.m. (or in compliance with the city ordinance code if applicable).

Steam Cleaning: Services shall be performed the first weekend of every quarter (February, May, August and November), except for State holidays as indicated at DMV's website http://apps.dmv.ca.gov/fo/offices/toc_fo.htm. Should the Contractor be unable to perform duties due to a State holiday, services shall be rescheduled for the next non-holiday weekend. The service shall be performed in compliance with the city ordinance code if applicable.

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

Department of Motor Vehicles**Contractor Name (TBD)**

Name: TBD

Name: TBD

Phone: TBD

Phone: TBD

Fax: TBD

Fax: TBD

Email: TBD

Email: TBD

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

Department of Motor Vehicles**Contractor Name (TBD)**

Name: Anita Count

Name: TBD

Address: 2415 First Avenue, MS: E112
Sacramento, CA 95818

Address: TBD

Phone: (916) 657-8728

Phone: TBD

Fax: (916) 657-2387

Fax: TBD

Email: Anita.Count@dmv.ca.gov

Email: TBD

The remainder of this page is intentionally left blank.

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

A. Parking Lot Sweeping

- (1). The Contractor shall utilize truck-mounted equipment to perform parking lot sweeping services.
- a. Parking Lot Sweeping shall be performed in the areas listed below:
1. All paved parking surfaces;
 2. In corners;
 3. Behind car stops;
 4. Around trash dumpster;
 5. Sidewalks adjacent to or surrounding building;
 6. Doorways;
 7. Entry ways;
 8. Alcoves;
 9. In corners surrounding building; and
 10. Under trees and around or in shrubs bordering property and DMV vehicle compound fences.
- b. Additional duties:
1. Remove oil spills in the parking lot using environmentally safe oil absorbent. Absorbent must be picked up and disposed of properly.
 2. Manually pick up trash and debris around trash receptacles, in planters and landscape areas, drains, and parking lot, if unable to remove with mechanical equipment.
 3. Remove pine needles and any other debris from parking lot drains.
 4. Trash and debris shall not be blown, swept, or moved into parking lot drains, landscape areas, plant and flowerbeds, public walkways, streets and adjacent properties.
 5. All debris shall be promptly removed from site using the Contractor's own receptacle and not the DMV's receptacle.

B. Steam Cleaning

- (1). The Contractor shall be required to use own water source and equipment for pressurizing and heating the water. The steam cleaning shall be performed in the areas listed below:
- a. All sidewalks adjacent to and surrounding the building and parking lot;
 - b. All paved parking surfaces and parking lot;

- c. Curbs;
- d. Entry ways;
- e. Walk ways;
- f. Alcoves;
- g. Spaces around columns;
- h. Carports;
- i. Overhangs;
- j. Benches;
- k. Concrete trash bins and ash urns;
- l. Remove cobwebs from exterior of building, including under eaves and alcoves.
- m. Patio area, if applicable (access to the patio must be pre-arranged with the DMV Project Manager);
- n. Bird droppings in parking lot; and,
- o. Exterior building walls.

(2). Additional duties:

- a. The Contractor shall immediately wipe off any water or cleaning solution that is sprayed onto windows, doors, glass, or surrounding areas to prevent streaking and spotting.
- b. Trash and debris shall not be blown, swept, pushed, or moved into landscape areas, plant and flowerbeds, public walkways, streets, or adjacent properties.
- c. All debris shall be promptly removed from the site using the Contractor's own receptacle and not the DMV's receptacle.

C. Noise Abatement

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

D. Proof of Service

- (1). The Contractor shall leave a notice or business card after each service performed indicating the date and time of completion of services. The Contractor shall place notices underneath the DMV's main entrance door or in the DMV's mail deposit slot.

E. Monthly Meeting

- (1). The Contractor shall attend a monthly meeting with the DMV Project Manager on a mutually agreed upon day and time to evaluate services.

F.

- (1).

G.

- (1).

2

EXHIBIT B**BUDGET DETAIL AND PAYMENT PROVISION****1. Invoice and Payment**

- A. For parking lot sweeping services rendered as required under this Agreement, and upon receipt and approval of the invoice(s) and any associated time-sheets, status reports, or any other required documentation of work completed, the DMV agrees to compensate the Contractor \$_____ (to be completed by the DMV), all taxes included, on a monthly basis in arrears, subject to pro-rata reduction for days on which services are not rendered as required under this Agreement. For steam cleaning services rendered as required under this Agreement, and upon receipt and approval of the invoice(s) and any associated time-sheets, status reports, or any other required documentation of work completed, the DMV agrees to compensate the Contractor \$_____ (to be completed by the DMV), all taxes included, on a quarterly basis in arrears, subject to pro-rata reduction for days on which services are not rendered as required under this Agreement.
- B. In the event the Contractor fails to render services required under this Agreement on a required work day during a monthly service period during the term of this Agreement, the total amount the DMV will compensate the Contractor for services rendered during the service period shall be reduced. The total reduction per service period shall be calculated as follows:
- (Total work days services required under this Agreement were not rendered during service period) divided by (Total number of required work days for the service period) multiplied by (the monthly service period rate) equals (Total reduction for the service period)*
- C. Invoice(s) shall be submitted in triplicate and should include all of the following:
- (1). Contractor's name as indicated within this Agreement, address, telephone number, fax number, and email address.
 - (2). Name, address, and telephone number of the DMV representative or office indicated within this Agreement to whom the invoice is being mailed or delivered to.
 - (3). Date the invoice was prepared.
 - (4). Period of time covered by the invoice.
 - (5). This Agreement number.
 - (6). Office name and address where services were provided.
 - (7). Brief description of the type of services for which the DMV is being billed.
 - (8). Total number of days in the billing period that the Contractor was required to perform services.
 - (9). Dates within the billing period that the Contractor failed to render required services.
 - (10). Total amount invoiced (include calculations showing how the total amount invoiced was determined by including any pro-rata reduction amounts if applicable).
- D. If this Agreement requires the Contractor to provide time sheets, status reports, payroll information, or other documentation of work done, the Contractor shall not submit an invoice and the state shall not be liable for payment while the Contractor has failed to provide the time sheets, status reports, or other documentation of work for the segment of work covered by the invoice.

- E. The Contractor's invoice(s) shall be mailed or delivered to:

**Department of Motor Vehicles
Attn: DMV Project Manager
317 Campus Drive
Arvin, CA 93203**

Note: Delivery of an invoice shall be deemed completed when a copy of the invoice has been mailed to the address shown above by deposit with the United States Postal Service in a sealed envelope addressed as shown above with postage fully prepaid, or when a copy of the invoice has been personally delivered to the address shown above.

2. Budget Contingency Clause

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

3. Prompt Payment Clause

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

4. Withholding Amounts Owed From Amounts Due

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

The remainder of this page is intentionally left blank.

EXHIBIT C**GENERAL TERMS AND CONDITIONS**

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

The remainder of this page is intentionally left blank.

EXHIBIT D**SPECIAL TERMS AND CONDITIONS****1. 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.

2. Force Majeure

- A. The Contractor shall not be liable for damages caused solely by any act of war, hostilities, civil war, insurrection, or by an unanticipated grave natural disaster or other act of God of an exceptional, inevitable, and irresistible character which could not have been prevented or avoided by the exercise of due care or foresight. When a delay occurs due to any of these unforeseeable causes beyond the control and without the fault or negligence of the Contractor, the time or times of completion of this Agreement may be extended for a period justified by the effect of such delay on the completion of the work.

3. Termination

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

- (1). The Contractor breaches this Agreement by failing to commence work on the specified or agreed upon start date, and the Contractor's failure to commence work on the specified or agreed upon start date is not a result of the conditions listed in the "Force Majeure" clause within this Exhibit.
- (2). The Contractor breaches this Agreement by failing to perform required work at the time(s) specified or agreed upon, and the Contractor's failure to perform required work at the time(s) specified or agreed upon is not a result of the conditions listed in the "Force Majeure" clause within this Exhibit.
- (3). The Contractor breaches this Agreement by failing to perform required work in the manner required by this Agreement, and the Contractor's failure to perform required work in the manner required by this Agreement is not a result of the conditions listed in the "Force Majeure" clause within this Exhibit.
- (4). The Contractor breaches this Agreement by failing to complete required work within the time period specified or agreed upon, and the Contractor's failure to complete the required work within the time period specified or agreed upon is not a result of the conditions listed in the "Force Majeure" clause within this Exhibit.
- (5). When termination is in the best interest of the DMV.

- B. In the event that the DMV terminates this Agreement as a result of the Contractor's breach of this Agreement, the DMV may proceed with the work in any manner deemed proper by the DMV. All costs and damages to the DMV as a result of the Contractor's breach of this Agreement may be deducted from any amount owed to the Contractor by the DMV. These costs and damages are in addition to the pro-rata reduction in the amount owed to the Contractor under this Agreement as a result of the Contractor's failure to perform required work. The balance, if any, shall be paid to the Contractor upon demand. 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.
- C. 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.
- D. 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 extent to which performance of work under this Agreement is terminated and 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.

4. Liquidated Damages

- A. The parties agree that it will be impractical and extremely difficult to ascertain and determine the actual damages sustained by the DMV in the event that the DMV is required to re-bid the work, go without the required work, or experience delays in receiving completed work. Therefore:
- (1). In the event that the DMV terminates this Agreement due to Contractor breach, the DMV shall be entitled to \$500.00 as liquidated damages to cover the administrative costs for rebidding the work.
 - (2). In the event that the Contractor fails to perform work on any required working day, and the DMV goes without the required work because the DMV is unable to obtain the work from an alternate source due to time constraints, the DMV shall be entitled to \$50.00 per day as liquidated damages.
- B. In addition to any other remedy available under this Agreement or applicable law, the DMV may recover amounts owed to the DMV by the Contractor as liquidated damages from amounts otherwise owing by DMV to the Contractor by disputing one or more Contractor's invoices and withholding payment. In the event that the Contractor incurs any outstanding liquidated damages assessments with the DMV under this Agreement or any other agreement between the DMV and the Contractor, the Contractor may not be awarded any future DMV contracts until the outstanding assessments have been paid to the DMV.

5. 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.

6. Contractor Name Change and AssignmentA. 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.

7. 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.

8. 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.

9. Right to Bar

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

10. 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.

11. Subcontractors

- A. The Contractor shall not substitute any subcontractor identified in the Contractor's bid or add any subcontractor not identified in the Contractor's bid without prior written approval from the DMV Project Manager. The Contractor shall submit the names of all subcontractors to be utilized during the term of this Agreement to the DMV Project Manager.
- B. All subcontractors engaged in work under this Agreement shall be considered as employees of the Contractor. The Contractor shall give personal attention to fulfillment of this Agreement and

shall keep the work under the Contractor's control. When any subcontractor fails to complete a portion of the work in a manner satisfactory to the DMV, the Contractor shall correct the defective work or materials at no additional cost to the DMV.

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

12. 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.

13. 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.

14. 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).

15. 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.

The remainder of this page is intentionally left blank

16. Laws, Rules, and Regulations

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

17. Audit

- A. The Contractor agrees that the DMV, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement, including payroll records. The Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. The Contractor agrees to allow auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the state to audit records and interview staff in any subcontract related to performance of this Agreement. (Government Code Section 8546.7, Public Contract Code Section 10115 et seq., California Code of Regulations Title 2, Section 1896).

The remainder of this page is intentionally left blank.

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 or Termination and Notice of Non-Renewal

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

(3). Deductible

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

(4). Primary Clause

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

(5). Insurance Carrier Required Rating

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

(6). Endorsements

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

(7). Inadequate Insurance

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

The remainder of this page is intentionally left blank.

B. Commercial General Liability

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

D. 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 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). 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.

The remainder of this page is intentionally left blank.

- E. The Contractor shall mail, fax, or email the required certificate(s) of insurance to the following DMV contact person:

Department of Motor Vehicles
Contract Services Section
Attn: Anita Count
2415 First Avenue, MS: E112
Sacramento, CA 95818
Fax: (916) 657-2387 or (916) 657-5936
Email: Anita.Count@dmv.ca.gov

2. 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.

3. Amendments

- A. The parties may amend this Agreement as permitted by law.

The remainder of this page is intentionally left blank.

REQUIRED BID DOCUMENTS CHECKLIST

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

ITEM & DESCRIPTION

- ☐ Attachment 1 – (Bid/Bidder Certification Sheet)
- ☐ Attachment 2 – (Cost Sheet)
- ☐ Attachment 3 – (Payee Data Record)
- ☐ Attachment 4 – (Bidder Declaration & Subcontractor/Supplier List)
- ☐ Attachment 5 – (Darfur Contracting Act)

The remainder of this page is intentionally left blank.

ATTACHMENT 1**BID/BIDDER CERTIFICATION SHEET**

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

- A. Our bid is submitted as detailed in Attachment 2, Cost Sheet.
- B. All required bid documents are included with our bid.
- C. The signature affixed hereon and dated certifies compliance with all the requirements of this bid document. The signature below authorizes the verification of this certification.

BIDDER INFORMATION

1. BIDDER'S LEGAL BUSINESS NAME:

2. ADDRESS, CITY, STATE, ZIP CODE:

3. TELEPHONE NUMBER:

4. FAX NUMBER:

5. EMAIL ADDRESS:

ORGANIZATION TYPE6. ☐ SOLE PROPRIETORSHIP7. ☐ PARTNERSHIP8. ☐ CORPORATION

9. FEDERAL EMPLOYER ID NUMBER (FEIN):

10. CALIFORNIA CORPORATION NUMBER (If Applicable):

LICENSES AND/OR CERTIFICATIONS (If Applicable)

11. CONTRACTORS LICENSE NUMBER:

12. PUC LICENSE NUMBER CAL-T:

13. ADDITIONAL REQUIRED LICENSES/CERTS:

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

A. SMALL BUSINESS ENTERPRISE? (☐ YES* ☐ NO) →

*If "YES", enter certification number: _____

B. DISABLED VETERAN BUSINESS ENTERPRISE? (☐ YES* ☐ NO) →

*If "YES", enter certification number: _____

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

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

BIDDER'S AUTHORIZED REPRESENTATIVE

15. NAME (Print):

16. TITLE:

17. SIGNATURE:

18. DATE:

COMPLETION INSTRUCTIONS FOR BID/BIDDER CERTIFICATION SHEET

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

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

ATTACHMENT 2**COST SHEET**

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

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

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

A. PARKING LOT SWEEPING

(Note: Contractor shall utilize truck mounted equipment during the term of the agreement. Contractor shall not utilize trailer mounted equipment during the term of the agreement.)

A1. Cost Per Month: = \$ _____
Figures

A2. 24 Month Total Cost (A1 x 24): = \$ _____
Figures

B. STEAM CLEANING

B1. Cost Per Quarter: = \$ _____
Figures

B2. 8 Quarter Total Cost (B1 x 8): = \$ _____
Figures

C. COMBINED TOTAL COST FOR PARKING LOT SWEEPING AND STEAM CLEANING FOR TERM OF AGREEMENT (A2 + B2):

= \$ _____
(Basis of Award)

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

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

BIDDER CERTIFICATION

I certify that I am empowered to submit this bid on behalf of the Contractor:

COMPANY NAME: _____

AUTHORIZED BIDDER'S NAME (PLEASE PRINT): _____

AUTHORIZED BIDDER'S SIGNATURE: _____ DATE: _____

The Remainder of this page is intentionally left blank.

ATTACHMENT 3**PAYEE DATA RECORD (Read Before Completing)**

1. The State of California requires parties entering into business transactions that may lead to payment(s) from the State to provide their Federal Employer's Identification Number (FEIN). This is required by the State Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and facilitate the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a). If your entity type is Individual or Sole Proprietor, your FEIN is your Social Security Number (SSN). If a completed Payee Data Record (STD 204) is not furnished, federal law requires payments be subject to 28% withholding and California State law requires an additional 7% be withheld. Furthermore, State law can impose noncompliance penalties of up to \$20,000. Please note the following:
 - A. When completing the "Payee's Legal Business Name" in Section 2 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 3 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.

STATE OF CALIFORNIA-DEPARTMENT OF FINANCE

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9)

STD. 204 (Rev. 6-2003)

1	INSTRUCTIONS: Complete all information on this form. Sign, date, and return to the State agency (department/office) address shown at the bottom of this page. Prompt return of this fully completed form will prevent delays when processing payments. Information provided in this form will be used by State agencies to prepare Information Returns (1099). See reverse side for more information and Privacy Statement. NOTE: Governmental entities, federal, state, and local (including school districts), are not required to submit this form.												
2	PAYEE'S LEGAL BUSINESS NAME (Type or Print): <div style="border: 1px solid black; height: 20px; margin-bottom: 5px;"></div> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: 1px solid black; padding: 2px;">SOLE PROPRIETOR—ENTER NAME AS SHOWN ON SSN (Last, First, M.I.):</td> <td style="width: 50%; border: 1px solid black; padding: 2px;">E-MAIL ADDRESS:</td> </tr> <tr> <td style="border: 1px solid black; padding: 2px;">MAILING ADDRESS:</td> <td style="border: 1px solid black; padding: 2px;">BUSINESS ADDRESS:</td> </tr> <tr> <td style="border: 1px solid black; padding: 2px;">CITY, STATE, ZIP CODE:</td> <td style="border: 1px solid black; padding: 2px;">CITY, STATE, ZIP CODE:</td> </tr> </table>			SOLE PROPRIETOR—ENTER NAME AS SHOWN ON SSN (Last, First, M.I.):	E-MAIL ADDRESS:	MAILING ADDRESS:	BUSINESS ADDRESS:	CITY, STATE, ZIP CODE:	CITY, STATE, ZIP CODE:				
SOLE PROPRIETOR—ENTER NAME AS SHOWN ON SSN (Last, First, M.I.):	E-MAIL ADDRESS:												
MAILING ADDRESS:	BUSINESS ADDRESS:												
CITY, STATE, ZIP CODE:	CITY, STATE, ZIP CODE:												
3	PAYEE ENTITY TYPE CHECK ONE BOX ONLY <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> ESTATE OR TRUST <input type="checkbox"/> INDIVIDUAL OR SOLE PROPRIETOR ENTER SOCIAL SECURITY NUMBER: <div style="border: 1px solid black; width: 150px; height: 20px; margin-top: 5px; display: flex; align-items: center; justify-content: center;"> — </div>	ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN): <div style="border: 1px solid black; width: 150px; height: 20px; margin-top: 5px; display: flex; align-items: center; justify-content: center;"> — </div>	NOTE: Payment will not be processed without an accompanying taxpayer I.D. number.										
4	PAYEE RESIDENCY TYPE <input type="checkbox"/> California resident—qualified to do business in California or maintains a permanent place of business in California. <input type="checkbox"/> California nonresident (see reverse side)—Payments to nonresidents for services may be subject to State income tax withholding. <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <input type="checkbox"/> No services performed in California. <input type="checkbox"/> Copy of Franchise Tax Board waiver of State withholding attached. </div> </div>												
5	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. <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: 1px solid black; padding: 2px;">AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print):</td> <td style="width: 50%; border: 1px solid black; padding: 2px;">TITLE:</td> </tr> <tr> <td style="border: 1px solid black; padding: 2px;">SIGNATURE:</td> <td style="border: 1px solid black; padding: 2px;">DATE:</td> </tr> <tr> <td style="border: 1px solid black; padding: 2px;"></td> <td style="border: 1px solid black; padding: 2px;">TELEPHONE:</td> </tr> </table>			AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print):	TITLE:	SIGNATURE:	DATE:		TELEPHONE:				
AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print):	TITLE:												
SIGNATURE:	DATE:												
	TELEPHONE:												
6	Please return completed form to: <table style="width: 100%; border: none;"> <tr> <td style="width: 20%;">Department/Office:</td> <td>Department of Motor Vehicles</td> </tr> <tr> <td>Unit/Section:</td> <td>Contract Services Section</td> </tr> <tr> <td>Mailing Address:</td> <td>2415 1st Avenue, MS: E112</td> </tr> <tr> <td>City/State/ZIP:</td> <td>Sacramento, CA 95818</td> </tr> <tr> <td>Telephone:</td> <td>(916) 657-7771 Fax: (916) 657-2387</td> </tr> </table>			Department/Office:	Department of Motor Vehicles	Unit/Section:	Contract Services Section	Mailing Address:	2415 1st Avenue, MS: E112	City/State/ZIP:	Sacramento, CA 95818	Telephone:	(916) 657-7771 Fax: (916) 657-2387
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PAYEE DATA RECORD STD. 204 (REV. 6-2003) (PAGE 2)

1	<p>REQUIREMENT TO COMPLETE PAYEE DATA RECORD, STD. 204</p> <p>A completed Payee Data Record, STD. 204, is required for payments to all non-governmental entities and will be kept on file at each State agency. Since each State agency with which you do business must have a separate STD. 204 on file, it is possible for a payee to receive this form from various State agencies.</p> <p>Payees who do not wish to complete the STD. 204 may elect to not 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 backup withholding and nonresident State income tax withholding. Amounts reported on Information Returns (1099) are in accordance with the Internal Revenue Code and the California Revenue and Taxation Code.</p>
2	<p>Enter the payee's legal business name. Sole proprietorships must also include the owner's full name. An individual must list his/her full name. The mailing address should be the address at which the payee chooses to receive correspondence. Do not enter payment address or lock box information here.</p>
3	<p>Check the box that corresponds to the payee business type. Check only one box. Corporations must check the box that identifies the type of corporation. 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 the California Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a).</p> <p>The TIN for individuals and sole proprietorships is the Social Security Number (SSN). Only partnerships, estates, trusts, and corporations will enter their Federal Employer Identification Number (FEIN).</p>
4	<p>Are you a California resident or nonresident?</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year.</p> <p>For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:</p> <p>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</p>
5	<p>Provide the name, title, signature, and phone number of the preparer of this form, as well as the date the form was completed.</p>
6	<p>This section must be completed by the State agency requesting the STD. 204.</p>
	<p style="text-align: center;">PRIVACY STATEMENT</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>All questions should be referred to the requesting State agency listed on the bottom front of this form.</p>

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

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

A. PRIME (BIDDING) CONTRACTOR INFORMATION

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

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

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

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

B. DVBE SUBCONTRACTOR/SUPPLIER INFORMATION (if applicable)

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

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

Note: If DVBE participation goals are applicable, DVBE subcontractors/suppliers must perform a commercially useful function as defined in Military and Veterans Code, Section 999(b)(5)(B) and California Code of Regulations, Title 2, Division 2, Chapter 3, Subchapter 10.5, Section 1896.61(l).

C. NON-DVBE SUBCONTRACTOR INFORMATION (if applicable)

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

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

Note for Public Works Projects: Per PCC Sections 4100 et seq., prime contractors shall provide the name and address of each subcontractor who will perform work or labor or render service to the prime contractor in excess of one-half of one percent of the prime contractor's total bid. If a prime contractor fails to specify a subcontractor for any portion of work to be performed under the Agreement in excess of one-half of one percent of the prime contractor's total bid, the prime contractor agrees that they are fully qualified to perform that portion of the work himself or herself, and shall perform that portion of the work himself or herself, or be subject to penalty under the Subletting and Subcontracting Fair Practices Act. In addition, a prime contractor shall not substitute a subcontractor listed in the prime contractor's bid unless the provisions of PCC Section 4107 or 4107.5 apply and a hearing is held, if required.

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

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

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

E. BIDDER'S AUTHORIZED REPRESENTATIVE

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

ATTACHMENT 5**DARFUR CONTRACTING ACT**

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

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

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

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

1. _____ 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:

Question and Answers for Solicitation #15-369 - Arvin Parking Lot Sweeping and Steam Cleaning Services

Overall Solicitation Questions

There are no questions associated with this Solicitation.

Question Deadline: Dec 14, 2015 5:00:00 PM PST