

DEPARTMENT OF MOTOR VEHICLES

ADMINISTRATIVE SERVICES DIVISION

P. O. BOX 932380

SACRAMENTO, CA 94232-3820

(916) 657-7771

**11-120****INVITATION FOR BID****Notice to Prospective Bidders**

September 27, 2011

You are invited to review and respond to this Invitation for Bid (IFB), entitled 11-120 – Telecommunications Network Cabling, Related Electrical Services, and Related Hardware Installation Services For The Salinas DMV Field Office. This IFB is advertised in the California State Contracts Register at:

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

Bidders are advised to check the BidSync.com website for addendums, modifications, and updates to the bid documents. The DMV is not responsible for failure of the prospective bidder to check for any bid document updates, changes, or answers to questions posted at the BidSync.com website. 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>

If you do not have Internet access, a hard copy can be provided by contacting the person listed below.

In the opinion of the Department of Motor Vehicles, this Invitation for Bid is complete and without need of explanation. However, if you have questions, or should you need any clarifying information, the contact person for this IFB is:

Corey Hollowell
Department of Motor Vehicles
Phone: (916) 657-1259
Email: chollowell@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.

Corey Hollowell
Contract Administrator

TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE #</u>
1. Bidder Requirements and Information.....	1 - 6
A. Purpose and Description of Services	
B. Bidder Qualifications	
C. Schedule of Events	
D. Mandatory Pre-Bid Conference	
E. Written Questions	
F. Submission of Bid	
G. Bid Opening	
H. Evaluation and Selection	
I. Notice of Contract Award	
J. Disposition of Bid	
K. Standard Conditions of Service	
L. Required Documents (Awarded Contractor)	
M. Bid Preference(s)	
2. Attachment 1 - Required Bid Documents Checklist	7
3. Attachment 2 - Bid/Bidder Certification Sheet.....	8 - 9
4. Attachment 3 - Cost Sheet	10
5. Attachment 4 - Payee Data Record.....	11 - 13
6. Attachment 5 - California Disabled Veteran Business Enterprise Program Requirements	14 - 21
7. Attachment 6 - Bidder Declaration & Subcontractor/Supplier List.....	22
8. Attachment 7 - Darfur Contracting Act	23
9. Sample Standard Agreement Form.....	24
10. Exhibit A - Scope of Work	25 - 36
11. Exhibit B - Budget Detail and Payment Provisions.....	37
12. Exhibit C - General Terms and Conditions.....	38
13. Exhibit D - Special Terms and Conditions.....	39 - 45
14. Exhibit E - Additional Provisions.....	46 - 47
15. Exhibit F - Noncollusion Affidavit.....	48
16. Exhibit G - Standard California Nondiscrimination Construction Contract Specifications	49 - 50
17. Exhibit H - Drawings.....	51 - 58

1. BIDDER REQUIREMENTS AND INFORMATION

A. Purpose and Description of Services

- (1). Telecommunications Network Cabling, Related Electrical Services, and Related Hardware Installation Services for the Salinas DMV field office, Term: 180 calendar days. See Exhibit A, Scope of Work, for a complete description of services.
- (2). All applicable floor plans and drawings for this project will be provided by the DMV at the mandatory pre-bid conference.

B. Bidder Qualifications

- (1). The bidder must possess a valid State of California **C-7 or C-10** contractor's license. The bidder's contractor's license number must be indicated on the Bid/Bidder Certification Sheet and must be in good standing from the time of the bid opening through the term of the contract. If the bidder possesses a valid **C-7** contractor's license and does not also possess a valid **C-10** contractor's license, the bidder must obtain a **C-10** licensed subcontractor to perform electrical related work that exceeds 91 volts. The **C-10** licensed subcontractor, along with all other subcontractors the bidder intends to utilize during the term of the contract, must be indicated on the Bidder Declaration & Subcontractor/Supplier List. The contractor's license number for all subcontractors must be indicated on the Bidder Declaration & Subcontractor/Supplier List and must be in good standing from the time of the bid opening through the term of the contract.

C. Schedule of Events

<u>Event</u>	<u>Date</u>	<u>Time</u>
(1). IFB available to prospective bidders:	9/27/2011	N/A
(2). Mandatory Pre-bid Conference: (<u>Note</u> : See additional info in Section D.)	10/11/2011	10:00AM
(3). Written questions regarding IFB are due by: (<u>Note</u> : See additional info in Section E.)	10/14/2011	1:00PM
(4). Written responses to IFB questions released by:	10/17/2011	4:00PM
(5). Final date for bid submission & bid opening: (<u>Note</u> : See additional info in Sections F and G.)	10/25/2011	1:30PM
(6). Proposed start date of agreement:	TBD	N/A

D. Mandatory Pre-Bid Conference

- (1). A mandatory pre-bid conference is scheduled **at the Salinas DMV field office (meet at main front entrance), 260 E. Laurel Drive, Salinas, CA 93906**, for the purpose of discussing this IFB.
- (2). 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.

- (3). 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 will be accepted unless the potential bidder or their authorized representative signed-in on the pre-bid conference sign-in sheet and the mandatory pre-bid conference.
- (4). For potential bidders who need assistance due to a physical impairment, a reasonable accommodation will be provided by the DMV upon request. The potential bidder must contact the contact person indicated on the cover page of this IFB no later than the fifth working day prior to the scheduled date and time of the pre-bid conference to arrange for a reasonable accommodation.

E. Written Questions

- (1). Email all written questions to the contact person indicated on the cover page of this IFB.

F. Submission of Bid

- (1). Bids must be submitted in an enclosed envelope or under sealed cover and plainly marked **BID PROPOSAL # 11-120 DO NOT OPEN UNTIL OCTOBER 25, 2011 AT 1:30PM, ATTN: COREY HOLLOWELL**, and shall be mailed to or hand delivered to the following address:

**Department of Motor Vehicles
Contracts Services Section
Attn: Corey Hollowell
2415 First Avenue, MS: E112
Sacramento, CA 95818-2606**

Note: 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 pickup 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 a DMV security desk.

- (2). Bids not submitted in an enclosed envelope or under sealed cover will be rejected. Submit only one (1) original copy of the bid.
- (3). 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.
- (4). Bids shall include all required bid documents identified in Attachment 1, Required Bid Documents Checklist. 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.
- (5). All documents requiring a signature must bear an original signature of a person authorized to bind the bidding firm.
- (6). Bids must be submitted for the performance of all the services described herein. Any deviation from the work specifications will not be considered and will cause a bid to be rejected.
- (7). A bid may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. 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.

- (8). 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.
- (9). An individual who is authorized to bind the bidding firm contractually shall sign the Bid/Bidder Certification Sheet. The signature must indicate the title or position that the individual holds in the firm. An unsigned bid may be rejected.
- (10). 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, will not be considered.
- (11). 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.
- (12). 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.
- (13). 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.
- (14). 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.
- (15). 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 agreement amount will be made due to a lack of careful examination of work sites and specifications.

G. Bid Opening

- (1). 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.
- (2). The bid opening will be held at: **DMV Headquarters East Building (meet in lobby area), 2415 First Avenue, Sacramento, CA 95818.**

H. Evaluation and Selection

- (1). At the time of bid opening, each bid will be checked for the presence or absence of required information in conformance with the submission requirements of this IFB.
- (2). The DMV will put each bid through a process of evaluation to determine its responsiveness to the DMV's needs.
- (3). Bids that contain false or misleading statements, or which provide references, which 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 will be the basis for rejection of the bid.

- (4). The final selection will be made on the basis of the lowest responsible responsive bid. In the event there is tie bids by more than one (1) responsible responsive bidder, each bidder will be contacted by the DMV Contract Administrator regarding a date and time for a flip of a coin. The bidder whose bid was received first will make the call. Bidders or their authorized representative(s) are allowed to be present for the flip of the coin.

I. Notice of Contract Award

- (1). The DMV will email, fax, or mail bidding contractors written notification of contract award.

J. Disposition of Bids

- (1). Upon bid opening, all documents submitted in response to this IFB will become the property of the State of California, and will 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 proposal, shall be held in the strictest confidence until the award is made. The content of all working papers and discussions relating to a bid shall be held confidential indefinitely unless the public's interest is best served by disclosure because of its direct pertinence to a decision, agreement, or evaluation of a bid. Any disclosure of this subject by the bidder prior to the award is a basis for rejecting a bid and ruling the bidder ineligible to further participate in the bidding process.
- (2). Bid packages may be returned only at the bidder's expense, unless such expense is waived by the DMV.

K. Standard Conditions of Service

- (1). The successful bidder as a potential contractor will receive a letter from the DMV advising the potential contractor of how to proceed and will provide an Agreement prepared for signature. The letter may request additional information or documentation before the Agreement can be fully executed. The potential contractor must return all required documents and the signed contract to DMV no later than twenty (20) calendar days from the date of the Agreement letter or the DMV will deem the potential contractor non-responsive and rescind the award notice.
- (2). Service shall be available on the expressed date set by the awarding agency and the Contractor, after all approvals have been obtained and the agreement is fully executed. Should the Contractor fail to commence work at the agreed upon time, the awarding agency, upon five (5) days written notice to the Contractor, reserves the right to terminate the agreement. In addition, the Contractor shall be liable to the DMV for the difference between Contractor's bid price and the actual cost of performing work by the second lowest bidder or by another contractor.
- (3). All performance under the agreement shall be completed on or before the termination date of the agreement.
- (4). The DMV does not accept alternate contract language from a prospective contractor. A bid with such language will be considered a counter proposal and will be rejected. The State's General Terms and Conditions (GTC) are not negotiable. The GTC may be viewed at internet web site: <http://www.dgs.ca.gov>.
- (5). No oral understanding or agreement shall be binding on either party.

L. Required Documents (Awarded Contractor)**(1). Contractor Certification Clauses**

- a. Prior to approval of the contract, the awarded contractor must 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>.
- b. This document is only required if the awarded contractor has not submitted this form to the DMV within the last three (3) years.

(2). Insurance Requirements:

- a. Prior to approval of the contract, the awarded contractor shall furnish to the DMV, the following certificate(s) of insurance (certificate(s) of insurance shall not include a specific contract number):

1. Commercial General Liability

- A. Coverage must provide not less than \$1,000,000.00 per occurrence for bodily injury and property damage liability combined.
- B. The certificate of insurance will include the following provisions in their entirety:
 - (1). That the insurer will not cancel the insured's coverage without thirty (30) days prior written notice to the State.
 - (2). That the State, its officers, agents, employees, and servants are included as additional insured, but only insofar as the operations under this Agreement are concerned.

2. Automobile Liability

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

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, to be 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 must contact the DMV Contract Administrator to request a Workers' Compensation Exemption Certification form. This form must be completed by the awarded contractor and submitted to the DMV prior to approval of the contract.
- b. The DMV will not be responsible for any premiums or assessments on insurance policies. The awarded contractor agrees that all insurance provided shall be in effect at all times during the term of the contract. In the event said insurance coverage expires at any time during the term of the contract, the awarded contractor shall provide at

least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one year. New certificates of insurance are subject to the approval of the Department of General Services and the awarded contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the awarded contractor fails to keep in effect at all times insurance coverage as herein provided, the DMV may, in addition to any other remedies it may have, terminate the contract upon the occurrence of such event.

(3). Payment Bond

- a. Prior to approval of the contract, the awarded contractor shall furnish a payment bond on Standard Form 807 (STD 807) in an amount equal to one hundred percent (100%) of the amount of the contract total if the awarded contractor's total bid amount exceeds \$25,000.00. Failure to obtain the payment bond within ten (10) calendar days after the contract has been forwarded to the awarded contractor for signature may cause the DMV to declare the awarded contractor's bid to be non-responsive.
- b. In the event that the approved contract needs to be amended, the awarded contractor will be required to provide a payment bond in an amount equal to one hundred percent (100%) of the amended amount.

M. Bid Preference(s)

(1). The following preferences are applicable to this IFB:

- a. Small Business Enterprise (SBE) Preference
 1. SBE Program info can be found at the following internet web site: <http://www.dgs.ca.gov>
- b. Non-Small Business Preference
 1. Non-Small Business preference info can be found at the following internet web site: <http://www.dgs.ca.gov> (Note: Non-Small Business Preference cannot displace a direct award to a certified Small Business.)

The remainder of this page is intentionally left blank.

ATTACHMENT 1

Required Bid Documents Checklist

Use this checklist to organize your bid. It is not necessary to return this checklist with your bid. For your bid to be responsive, submit all of the following bid documents:

<u>ITEM</u>	<u>DESCRIPTION</u>
☐ Attachment 2	Bid/Bidder Certification Sheet
☐ Attachment 3	Cost Sheet
☐ Attachment 4	Payee Data Record
☐ Attachment 5 *	Disabled Veteran Business Enterprise (DVBE) Participation Forms and Instructions <i>(Only required if your total bid for the term of the contract is \$10,000.00 or more)</i>
	☐ STD 840 Section A - Commitment
	☐ STD 843 – Disabled Veteran Business Enterprise Declarations <i>(To be completed only by a bidder that is a certified DVBE)</i>
	☐ DVBE Subcontractor Agreement
☐ Attachment 6	Bidder Declaration & Subcontractor/Supplier List
☐ Attachment 7	Darfur Contracting Act
☐ Exhibit F	Noncollusion Affidavit

*** DVBE compliance is required if your total Bid/Agreement amount is \$10,000.00 or more.**

DVBE Resource website address: <http://www.dgs.ca.gov>. Note: A common mistake bidders make is to state that no DVBE subcontractors are needed and that goals are not applicable, offering that all the work can be done by the bidder with its owns resources. Bidders should be warned that this is not an option if their bid is to be deemed responsive.

Do not return Section F “Sample Standard Agreement” that is included in this IFB.

The remainder of this page is intentionally left blank.

ATTACHMENT 2**BID/BIDDER CERTIFICATION SHEET**

This Bid/Bidder Certification Sheet must be signed and returned along with all "required attachments" as an entire package with an original signature. The bid must be transmitted in accordance with IFB instructions.

- A. Our bid is submitted as detailed in Attachment 3, Cost Sheet.
- B. All required attachments are included with this certification sheet.
- C. I have read and understand the DVBE participation requirements and have included documentation demonstrating that I have met the participation goals. However, if this Agreement is exempt from DVBE requirements, DMV requests your assistance in achieving legislatively established goals for the participation of DVBEs by reporting any certified DVBEs that will be used in the performance of this Agreement.
- D. The signature affixed hereon and dated certifies compliance with all the requirements of this bid document. The signature below authorizes the verification of this certification.

An Unsigned Bid/Bidder Certification Sheet May Be Cause For Rejection

BIDDER INFORMATION		
1. BIDDER'S LEGAL BUSINESS NAME (Include Owner Name(s) And DBA Name If Applicable):		
2. ADDRESS:		
3. TELEPHONE NUMBER:	4. FAX NUMBER:	5. EMAIL ADDRESS:
ORGANIZATION TYPE		
6. ☐ SOLE PROPRIETORSHIP 7. ☐ PARTNERSHIP 8. ☐ CORPORATION		
9. FEDERAL EMPLOYER ID NUMBER (FEIN):		10. CALIFORNIA CORPORATION NUMBER (If Applicable):
LICENSES AND/OR CERTIFICATIONS (If Applicable)		
11. CONTRACTORS LICENSE NUMBER:	12. PUC LICENSE NUMBER CAL-T:	13. ADDITIONAL REQUIRED LICENSES/CERTS:
14. Is this company certified by the Department of General Services, Office of Small Business and Disabled Veteran Business Enterprises Services (OSDS) as any of the following:		
A. SMALL BUSINESS ENTERPRISE? (☐ YES* ☐ NO) → *If "YES" , enter certification number: _____		
B. DISABLED VETERAN BUSINESS ENTERPRISE? (☐ YES* ☐ NO) → *If "YES" , enter certification number: _____		
C. If an application for certification is pending, what date was the application submitted to the OSDS? → _____		
* Provide proof of your certification via a printout from the DGS/OSDS 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 3

COST SHEET

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

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

_____	Dollars	\$	_____
(words)			(figures)

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.

DVBE Requirement: If your total bid is \$10,000.00 or more, you must comply with the DVBE goals as mandated by state law and described in this IFB.

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:** _____

ATTACHMENT 4

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.

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 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): SOLE PROPRIETOR—ENTER NAME AS SHOWN ON SSN (Last, First, M.I.)E-MAIL ADDRESS MAILING ADDRESSBUSINESS ADDRESS CITY, STATE, ZIP CODECITY, STATE, ZIP CODE					
3 PAYEE ENTITY TYPE CHECK ONE BOX ONLY	ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN): ☐ PARTNERSHIP ☐ ESTATE OR TRUST ☐ INDIVIDUAL OR SOLE PROPRIETOR ENTER SOCIAL SECURITY NUMBER: (SSN required by authority of California Revenue and Tax Code Section 18646) CORPORATION: ☐ MEDICAL (e.g., dentistry, psychotherapy, chiropractic, etc.) ☐ LEGAL (e.g., attorney services) ☐ EXEMPT (nonprofit) ☐ ALL OTHERS					NOTE: Payment will not be processed without an accompanying taxpayer I.D. number.
4 PAYEE RESIDENCY TYPE	☐ California resident—qualified to do business in California or maintains a permanent place of business in California. ☐ California nonresident (see reverse side)—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 attached.					
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. AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print)TITLE SIGNATUREDATETELEPHONE ()					
6	Please return completed form to: Department/Office: Department of Motor Vehicles Unit/Section: Contracts Section Mailing Address: 2415 1 st Avenue, F-112 City/State/ZIP: Sacramento, CA 95818 Telephone: (916) 657-7771 Fax: (916) 657-2387					

PAYEE DATA RECORD STD. 204 (REV. 6-2003) (PAGE 2)

1	REQUIREMENT TO COMPLETE PAYEE DATA RECORD, STD. 204 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. 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.						
2	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.						
3	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). 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).						
4	Are you a California resident or nonresident? A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California. A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at time of death. A trust is a resident if at least one trustee is a California resident. For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident. 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. For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below: <table border="0"> <tr> <td>Withholding Services and Compliance Section:</td> <td>1-888-792-4900</td> <td>E-mail address: wscs.gen@ftb.ca.gov</td> </tr> <tr> <td>For hearing impaired with TDD, call:</td> <td>1-800-822-6268</td> <td>Website: www.ftb.ca.gov</td> </tr> </table>	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
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					
5	Provide the name, title, signature, and phone number of the preparer of this form, as well as the date the form was completed.						
6	This section must be completed by the State agency 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.						

ATTACHMENT 5

CALIFORNIA DISABLED VETERAN BUSINESS ENTERPRISE PROGRAM REQUIREMENTS

AUTHORITY

The Disabled Veteran Business Enterprise (DVBE) Participation Goal Program for state contracts is established in the Public Contract Code (PCC), Section 10115 et seq.; Military and Veterans Code, Section 999 et seq.; and California Code of Regulations, Title 2 (2CCR), Section 1896.60 et seq.

PLEASE READ ALL INSTRUCTIONS CAREFULLY

These instructions contain information about the DVBE program requirements, bidder responsibilities, and requirements for performing and documenting the goals. Bidders are responsible for thorough review and compliance with these instructions.

The minimum DVBE participation percentage is 3% for this solicitation unless another percentage is specified in the solicitation.

A. INTRODUCTION

The bidder must document the goals in this document to comply with this solicitation's DVBE program requirements. Bids or proposals (hereafter called "bids") that fail to fully document the DVBE program requirements shall be considered non-responsive and ineligible for award.

All information submitted by the intended awardee to comply with this solicitation's DVBE requirements will be verified by the State. If evidence of an alleged violation is found during the verification process, the State shall initiate an investigation with this information in accordance with the requirements of the Public Contract Code, Section 10115, et seq. and the Military and Veterans Code, Section 999 et seq. and follow the investigatory procedures required by the California Code of Regulations, Section 1896.80.

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 relevant to this solicitation may be used to satisfy the DVBE program requirements. The criteria for performing a commercially useful function are indicated under the Resources and Information section within this Attachment and in California Code of Regulations, Title 2, Section 1896.61(l). **Bidders must verify each DVBE subcontractor's/supplier's certification with the DGS/OSDS to ensure DVBE eligibility.**

B. RESOURCES AND INFORMATION

For assistance in preparing a responsive DVBE participation document, **please contact the awarding department's DVBE Advocate (Kevin Childers) 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/pd/Programs/OSDS.aspx> or contact the DGS/OSDS by telephone at **(916) 375-4940**.

C. COMMERCIALLY USEFUL FUNCTION DEFINITION (CCR, Title 2, § 1896.61(l))

The term "DVBE contractor, subcontractor, or supplier" means any person or entity that satisfies the ownership (or management) and control requirements of Section 1896.61(f); is certified in accordance with Section 1896.70; and provides services or goods that contribute to the fulfillment of the contract requirements by performing a commercially useful function. A DVBE contractor, subcontractor or supplier is considered performing a commercially useful function when it meets the following criteria:

- (1) The business concern is responsible for the execution of a distinct element of the work of the contract; carrying out its obligation by actually performing, managing, or supervising the work involved; and performing work that is normal for its business services and functions.

AND

- (2) The business concern is not further subcontracting a greater portion of the work than would be expected by normal industry practices.

D. COMMITMENT

Commit to meet or exceed the DVBE participation requirement in this solicitation. Bidders must document the DVBE participation commitment by completing and submitting the attached STD 840 (Section A). **Failure to complete and submit the STD 840 (Section A) as instructed may render your bid non-responsive.**

The bidder must provide, at the time of bid submittal, a written agreement signed by the bidder and each proposed DVBE subcontractor. The written agreement will include the DVBE scope of work, work to be performed by the DVBE, term of intended subcontract with the DVBE, anticipated dates the DVBE will perform required work, rate and conditions of payment, and the percentage of the entire contract that will be awarded to the DVBE. If this information is contained in the bidder's DVBE written agreement of intent, the agreement may be attached to the STD 840. If further verification is necessary, the state will obtain additional information to verify the above requirements.

Certified DVBE bidder:

- a. Provide proof of your certified DVBE status with your bid via a printout from the DGS/OSDS BidSync website.
- b. Fill out and submit the STD 843 with your bid.

Non-DVBE bidder:

- a. Commit to using certified DVBE(s) for at least 3% (unless otherwise specified) of the bid amount.
- b. Document DVBE participation on the STD 840 (Section A) and submit the completed STD 840 document with your bid.
- c. Provide proof of DVBE certification for each DVBE identified on the STD 840 with your bid via a printout from the DGS/OSDS BidSync website.
- d. Bidder shall submit proof of their commitment by submitting a completed DVBE Subcontractor Agreement (provided in this Attachment) for each DVBE identified in their bid. This Agreement can be faxed to the selected DVBE(s) within the timeframe identified in the Invitation For Bid package. Failure to submit the DVBE Subcontractor Agreement as specified may be grounds for bid rejection.

E. REPLACEMENT OF DVBE SUBCONTRACTOR(S)

Bidder understands and agrees that should award of the Agreement be based in part on their commitment to use the DVBE subcontractor(s) identified in their bid, per Military Veterans Code 999.5 (e), a DVBE subcontractor may only be replaced by another DVBE subcontractor and must be approved by the Department of General Services (DGS). Changes to the scope of work that impact the DVBE subcontractor(s) identified in the contractor's bid and approved DVBE substitutions will be documented via a contract amendment.

Failure of contractor to seek a substitution and adhere to the DVBE participation level identified in their bid may be cause for contract termination, recovery of damages under rights and remedies due to the State, and penalties outlined in M&VC § 999.9; Public Contract Code (PCC) § 10115.10, or PCC § 4110 (applies to public works only).

F. DVBE PARTICIPATION REPORTING REQUIREMENTS

If for the Agreement the contractor makes a commitment to achieve DVBE participation, then the contractor must within 60 days of receiving final payment under the Agreement (or within such other time period as may be specified elsewhere in this Agreement) certify the following in a report to the awarding department: (1) the total dollar amount the prime contractor received under the contract; (2) the name and address of the DVBE(s) that participated in the performance of the contract; (3) the total dollar amount

each DVBE received from the prime contractor; (4) that all payments under the contract have been made to the DVBE(s); and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation (Military & Veterans Code (M&VC) § 99.5 (d)).

The remainder of this page is intentionally left blank.

STD 840 SECTION A - COMMITMENT**Full information must be provided.**

For contract participation commitment, at least one DVBE must be listed. DVBEs must perform a commercially useful function. List the specific goods and/or services with the percentage value(s) that the DVBE(s) will commit(s) to provide. Attach additional pages to list all other DVBE subcontractors/suppliers. During contract performance, all requests for substituting named DVBEs must be made in accordance with the provisions of California Code of Regulations, Title 2, Section 1896.64(c).

AT LEAST ONE DVBE MUST BE NAMED FOR PARTICIPATION	Date Contacted / /		DVBE Company Name (If you are the Prime and a DVBE, enter your name. Otherwise, enter the solicited subcontractor.)		
	DVBE Contact Name & Reference #		Telephone Number ()	Fax Number ()	E-mail (if available)
	Street Address, City, State and Zip Code				
	☐ Yes, I am, or I will subcontract with, the listed DVBE to provide the following goods and/or services:				
	Specific Goods and/or Services			Percentage (%)	
	Date Contacted / /		DVBE Company Name		
	DVBE Contact Name		Telephone Number ()	Fax Number ()	E-mail (if available)
	Street Address, City, State and Zip Code				
☐ Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:					
Specific Goods and/or Services			Percentage (%)		

STATE OF CALIFORNIA – DEPARTMENT OF GENERAL SERVICES PROCUREMENT DIVISION
DISABLED VETERAN BUSINESS ENTERPRISE DECLARATIONS
STD. 843 (Rev. 5/2006)

Note: *To be completed only by a DVBE prime contractor submitting a bid for this project.*

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: _____ SCRPS Ref. Number: _____
(For State Use Only)

SECTION 2

[] 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: _____
(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 DV Manager)	_____ (Signature of DV Manager)	_____ (Date Signed)
---------------------------------------	------------------------------------	------------------------

DVBE SUBCONTRACTOR AGREEMENT

PART A: NAMED PARTIES

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

1. Bidder has bid or intends to bid on a solicitation issued by the State of California, Department of Motor Vehicles, hereinafter referred to as **DMV**. The DMV will enter into an Agreement (the primary agreement) with the Bidder if the Bidder is awarded the contract.
2. Bidder has proposed the Subcontractor as a disabled veteran business enterprise subcontractor in the bid; and Bidder intends to employ the subcontractor to perform certain work or services under the primary agreement if the Bidder is awarded the DMV contract.
3. Subcontractor intends to provide certain work or services or products/goods under the primary agreement if the primary agreement is awarded to the Bidder.

PART B:

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

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

1. The term of this Agreement is: _____
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: ____%.
(Bidder must commit to using certified DVBE(s) for at least 3% of the bid amount.
5. DVBE scope of work and description of the services and/or goods to be performed/supplied by the Subcontractor:

(attach additional sheets if necessary)

This Agreement has been executed by the parties identified below:

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

DVBE PROGRAM REQUIREMENTS SUPPLIER CHECKLIST

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

ITEM

- ☐ STD 840 Section A included with bid
- ☐ Attached completed DVBE Subcontractor Agreement (if applicable)
- ☐ Listed at least one California certified DVBE subcontractor
- ☐ Checked the box(es) for "Yes"
- ☐ Listed specific goods and/or services DVBE(s) agrees to provide
- ☐ Proposed DVBE contract performance is a "commercially useful function" relevant to the contract
- ☐ Listed the percentage of contract for the DVBE's participation
- ☐ Proposed DVBE participation meets the 3% requirement (unless a different percentage is specified)
- ☐ Provided proof of DVBE certification for each DVBE identified via a printout from the DGS/OSDS BidSync website

The remainder of this page is intentionally left blank.

ATTACHMENT 6

Bidder Declaration & Subcontractor/Supplier List

(Must be completed or your bid may be deemed non-responsive)

A. Prime Contractor Information

1. Identify your current California certification(s) (MB, SB, DVBE, or None)*: _____
2. Indicate the distinct element(s) of work your company will perform. Also indicate the percentage of the total bid price for the work and materials to be provided by your company. (**Note:** Do not include the percentage of the total bid price for subcontractors/suppliers):

Work To Be Performed and Materials To Be Provided	% Of Total Bid Price

* Bidders certified as MB, SB, and/or DVBE must provide a commercially useful function as defined in Military and Veterans Code Section 999(e)(2)(A) for DVBEs and Government Code Section 14837(d)(4)(A) for small/micro businesses. For questions regarding commercially useful function determinations made in conjunction with certification approval, contact the Department of General Services, Procurement Division, Office of Small Business and DVBE Certification (OSDC), OSDC Certification and Compliance Unit via email at: osdchelp@dgs.ca.gov. Bids must propose that certified bidders provide a commercially useful function for the resulting contract or the bid will be deemed non-responsive and rejected by the State.

B. Subcontractor/Supplier Information**

1. Will subcontractors/suppliers be used for this contract (including DVBE subcontractors/suppliers if applicable)? ☐ Yes ☐ No
2. If you are not a certified small business, are you committing to subcontract at least twenty-five percent (25%) of your total bid price to one or more certified small businesses that will perform a commercially useful function? ☐ Yes*** ☐ No
3. List all subcontractors/suppliers for this contract. Attach additional pages if necessary. (**Note:** For each subcontractor/supplier listed, bidder must provide all information requested in the table below):

Subcontractor's/Supplier's Name/Address/Phone Number	CA Certifications (SB/MB/DVBE/None)	License Type/Number (If Applicable)	Work To Be Performed and Materials To Be Provided	% Of Total Bid Price

** Per PCC Sections 4100 - 4108, 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 he or she is fully qualified to perform that portion of work himself or herself, and shall perform that portion of work himself or herself, or be subject to penalty under the Subletting and Subcontracting Fair Practices Act.

*** Non-small business bidders will be granted a five percent (5%) small business subcontractor bid preference on a bid evaluation by an awarding department when a responsible non-small business has submitted the lowest-priced responsive bid; and when the non-small business bidder has included in its bid a notification to the awarding department that it commits to subcontract at least twenty-five percent (25%) of its bid price with one or more small business(es); and has submitted a timely, responsive bid; and is determined to be a responsible bidder; and submits a list of the small business(es) it commits to subcontract with for a commercially useful function in the performance of the contract. The list of subcontractors shall include their name, address, phone number, a description of the work to be performed, and the percentage per subcontractor. (**Note: Non-small business bidders claiming a small business subcontractor bid preference can not remove an award from a certified SB**).

ATTACHMENT 7

DARFUR CONTRACTING ACT

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.

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.

COMPLETE THIS SECTION IF SELECTING #1 OR #2:

Company/Vendor Name (Printed):	Federal ID Number:
Printed Name and Title of Person Initialing (for Options 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.

COMPLETE THIS SECTION IF SELECTING #3:

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): X	
Printed Name and Title of Person Signing:	
Date Executed:	Executed in the County and State of:

NOTE: A submitted bid or proposal for Contracts or Procurement will be disqualified unless it includes this form with either Paragraph #1 or #2 initialed or Paragraph #3 initialed and certified.

SECTION F

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD. 213 (NEW 02/98)

AGREEMENT NUMBER	AMENDMENT 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 Agreement
3. The maximum of this Agreement
4. The parties agree to comply with the terms and conditions of the following exhibits reference made a part of the

Exhibit A – Scope of Work	___ Page(s)
Exhibit B – Budget Detail and Payment Provision	___ Page(s)
* Exhibit C – General Terms and Conditions	_____ (Number) _____ (Dated)
Exhibit D – Special Terms and Conditions	___ Page(s)
Exhibit E - Additional Provisions	

SAMPLE

* View at www.dgs.ca.gov/contracts

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR CONTRACTOR'S NAME <i>(If other than an individual, state whether a corporation, partnership, etc.)</i> <table style="width: 100%;"> <tr> <td style="width: 50%;">BY (Authorized Signature)</td> <td style="width: 50%;">DATE SIGNED</td> </tr> <tr> <td></td> <td></td> </tr> </table> PRINTED NAME AND TITLE OF PERSON SIGNING ADDRESS STATE OF CALIFORNIA AGENCY NAME Department of Motor Vehicles <table style="width: 100%;"> <tr> <td style="width: 50%;">BY (Authorized Signature)</td> <td style="width: 50%;">DATE SIGNED</td> </tr> <tr> <td></td> <td></td> </tr> </table> PRINTED NAME AND TITLE OF PERSON SIGNING ADDRESS 2415 First Avenue, Sacramento, CA 95818-2606	BY (Authorized Signature)	DATE SIGNED			BY (Authorized Signature)	DATE SIGNED			CALIFORNIA Department of General Services Use Only
BY (Authorized Signature)	DATE SIGNED								
BY (Authorized Signature)	DATE SIGNED								

EXHIBIT A

SCOPE OF WORK

1. **CONTRACTOR NAME** (TBD by DMV), hereafter referred to as the Contractor, agrees to provide the Department of Motor Vehicles (DMV) all labor, tools, materials, and equipment necessary to perform telecommunications network cabling, related electrical services, and related hardware installation services at the Salinas DMV field office for the term of this Agreement. The Contractor also agrees to provide the Department of Motor Vehicles (DMV) all labor, tools, materials, and equipment necessary to disconnect, dismount, reinstall, and setup the existing closed circuit television (CCTV) system at the Salinas DMV field office for the term of this Agreement.
2. The services shall be performed at: 260 E. Laurel Drive, Salinas, CA 93906.
3. The services shall be performed during non-DMV business hours or on weekends only, unless prior approval is obtained from the DMV Project Manager. All work dates and times must be approved by the DMV Project Manager before work is performed.
4. The Project Managers during the term of this Agreement shall be:

Department of Motor Vehicles (TBD By DMV)

Name:

Phone:

Fax:

Email:

Contractor (TBD By DMV)

Name:

Phone:

Fax:

Email:

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

Department of Motor Vehicles

Attention: **Corey Hollowell**

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

Phone: (916) 657- 1259

Fax: (916) 657-2387

Email: corey.hollowell@dmv.ca.gov

Contractor (TBD By DMV)

Attention:

Address:

Phone:

Fax:

Email:

6. Detailed description of work to be performed by the Contractor:

A. GENERAL

(1). CODES AND STANDARDS

- a. The Contractor shall perform all work in strict accordance with all applicable national, state, and local codes including, but not limited to, the latest legally enacted editions of the following specifically noted requirements:
 1. California Electric Code (CEC)
 2. ANSI-C2, National Electrical Safety code (NESC)
 3. California Building Code (CBC)
 4. California Fire Code (CFC)

- b. Reference to the following standards infers that installation, equipment, and materials shall be within the limits for which it was designed, tested, and approved, in conformance with the current publications and standards of the following organizations:
 - 1. American National Standards Institute (ANSI)
 - 2. American Society for Testing and Materials (ASTM)
 - 3. Institute of Electrical and Electronics Engineers (IEEE)
 - 4. Insulated Cable Engineers Association (ICEA)
 - 5. National Electrical Contractors Association (NECA)
 - 6. National Electrical Manufacturers' Association (NEMA)
 - 7. National Fire Protection Association (NFPA)
 - 8. Underwriters' Laboratories (UL)

(2). CONFERENCE WITH THE DMV PROJECT MANAGER

- a. The Contractor shall confer with the DMV Project Manager to confirm exact locations, mounting heights, and arrangements of all finished work prior to roughing-in. Minor relocations and rearrangements of the work requested at this time shall be included at no additional cost to the DMV. This includes adjusting outlets to suit connection point requirements.

(3). WORKMANSHIP SUPERVISION

- a. All workmanship shall be carried out in a manner satisfactory to, and approved by, the DMV Project Manager.
- b. The Contractor shall assign a competent representative to constantly supervise the work performed throughout the term of this Agreement.

(4). DRAWINGS

- a. DMV PROVIDED DRAWINGS
 - 1. Applicable drawings provided by the DMV are complementary. Locations of devices, fixtures, and equipment are approximate unless dimensioned.
 - 2. Applicable drawings provided by the DMV may be partly diagrammatic and may not show precise routing of conduits, exact locations of all products, or minute details of all features of an installation.
- b. CONTRACTOR PROVIDED DRAWINGS
 - 1. The Contractor shall mark-up a clean set of drawings as work progresses to show the dimensioned location and routing of all electrical and cabling work, which will become permanently concealed.
 - 2. The Contractor shall maintain up-to-date "record document" drawings in conjunction with the actual progress of the installation. Accurate progress mark-

ups shall be available at the worksite for examination by the DMV Project Manager at all times.

3. The Contractor shall prepare "as-built" drawings with circuits and cables marked at riser locations.
4. After completion of the project, the Contractor shall deliver one (1) complete hardcopy set and one (1) complete electronic set of electrical and cable drawings/floor plans to the DMV Project Manager. The Contractor shall also deliver one (1) complete hardcopy set of electrical and cable drawings/floor plans to the DMV field office manager.

(5). SAFETY

- a. The Contractor shall be responsible for implementing, maintaining, and supervising all necessary safety precautions which will ensure against injury to persons or damage to property during the term of this Agreement. No drawing review, construction review, or any other act or service rendered by the owner, architect, their employees, or consultants shall be construed to approve or judge upon the adequacy of the Contractor's safety measures.

(6). SUBSTITUTIONS

- a. Materials and equipment have been specified to establish a standard of design and quality.
- b. DMV reserves the right to require originally specified items.
- c. Acceptance of a substitute is not to be considered a release from these specifications. The Contractor shall correct any deficiencies in a product if not approved at the Contractor's own expense.
- d. The Contractor shall be responsible for installation of approved substitutions. Substitutions that affect or change other trades as a result of installing substituted items shall be repaired or replaced at the Contractor's own expense.

(7). INSPECTION

- a. The Contractor shall cooperate with the DMV and shall provide assistance at all times for the inspection of the Contractor's work. The Contractor shall remove covers or perform any reasonable work that, in the opinion of the DMV, will be necessary to determine the quality or adequacy of the work.
- b. If the DMV Project Manager determines that any materials provided by the Contractor does not conform to these specifications, the Contractor shall remove the non-conforming materials from DMV's property within three (3) DMV business days at the Contractor's own expense.

(8). BASIC MATERIALS AND METHODS

- a. The Contractor shall layout all work in advance and avoid conflict with other work in progress. Physical dimensions shall be determined from architectural and structural plans. The Contractor shall verify locations for junction boxes, disconnect switches, stub-ups, etc. for connection to equipment furnished by others or in other divisions of this work.

- b. All materials furnished and installed by the Contractor in permanent constructions shall be new, full-weight, standard in every way, and in first-class condition. All materials shall conform with the standards of an organization acceptable to the authority having jurisdiction and concerned with product evaluation that maintains periodic inspection of labeled equipment or materials, and by whose labeling the manufacturer indicates compliance with appropriate standards or performance in a specified manner. Only materials designed for the purpose employed shall be used.
- c. Capacities, sizes, and dimensions provided by the DMV are considered minimum unless otherwise indicated. All systems, materials, and equipment proposed for use by the Contractor on this project shall be subject to review by the DMV Project Manager for adequacy and compliance with these specifications.
- d. All materials provided by the Contractor shall be delivered and stored in original containers which shall indicate the manufacturer's name, the brand, and the identifying number. Items subject to moisture and/or thermal damage shall be stored in a dry, conditioned space. All items shall be covered and protected against dirt, water, chemical, and/or mechanical damage.
- e. The Contractor shall deliver materials and equipment to the project site in manufacturer's original packaging with labeling showing product name, brand, model, project name, address, and Contractor's name. The Contractor shall store materials and equipment in a secure location determined by the DMV Project Manager.
- f. The Contractor shall utilize skilled craftsmen to install all materials and equipment. The norms for execution of the work shall be in conformity with NEC Chapter 3 and the National Electrical Contractors' Association's Standards of Installation.
- g. The Contractor shall repair all surfaces and furnish all required materials and labor to maintain fireproof, airtight, and waterproof characteristics of the construction.
- h. Installation of all equipment shall be in accordance with manufacturer instructions.
- i. The Contractor shall obtain written permission from the DMV Project Manager before cutting or piercing structural members.
- j. Sleeves through floors and walls are to be black iron pipe or galvanized rigid steel, flush with walls, ceilings, or finished floors, and sized to accommodate the raceway. All penetrations through concrete walls and floors shall be grouted. Holes through existing concrete shall be core bored.
- k. The Contractor shall keep the work area reasonably neat and orderly by performing periodic clean-ups throughout the duration of this project.
- l. As independent parts of the installation are completed, the completed independent parts may be commissioned and utilized during construction.
- m. All testing, verification, and termination of wires and cables shall be performed by the Contractor.
- n. After an installation has been completed, the DMV shall conduct an operating test. The DMV shall notify the Contractor if any equipment fails to operate in accordance with the requirements of these specifications. The Contractor shall correct any deficiencies at no additional cost to the DMV.

- o. Prior to performing services on each working day, the Contractor shall meet with the DMV Project Manager or DMV Project Manager's authorized representative to discuss daily tasks.
- p. The Contractor shall obtain a copy of the construction schedule and phasing from the DMV Project Manager.
- q. The Contractor shall become familiar with all work areas as well as the local conditions under which work is to be performed. Work shall be scheduled with regard to local conditions that may affect the progress and quality of the work.

(9). PULLING

- a. Wire and cable pulling lubricant shall be UL or Factory Mutual approved.
- b. No oil, grease, or similar substances shall be used to facilitate the pulling-in of wires and cables.
- c. No wires or cables shall be pulled-in until all construction materials that might damage insulation or fill conduit with foreign material is completely removed.
- d. Wires and cables shall be pulled into conduits and raceways with care to prevent damage to insulation. Use basket pulling grips to avoid slipping of insulation on wire and cable. Nylon rope or other soft surfaced cable must be used for pulling-in conduits other than steel.

B. ELECTRICAL

(1). GENERAL

- a. The general extent of electrical work includes, but is not limited to, the following items:
 - 1. Removing and disposing of existing electrical wiring and circuits as specified by the DMV Project Manager.
 - 2. Providing and installing regular and Uninterruptable Power Supply (UPS) branch circuit wiring.
 - 3. Providing and installing branch circuits in specified locations.
 - 4. Providing and installing all wire, monuments/risers, fittings, and aftersets required.
 - 5. Connecting to existing under floor raceway systems.
 - 6. Cutting, patching, caulking, and core boring all penetrations required for electrical work.
 - 7. Concrete work that is part of the electrical installation.
- b. Upon completion of work, the Contractor shall prepare or update the electrical panel directories to reflect all modifications.
- c. The Contractor shall remove all debris and moisture from raceways, boxes, and cabinets before installing wire.

(2). WIRE

- a. All wire shall comply with applicable standards of the Underwriters Laboratories, Inc.
- b. Unless specifically noted otherwise herein, all conductors for general wiring shall be a minimum of 98% conductivity, stranded, soft drawn copper.
- c. Except where noted on applicable drawings or within this scope of work, the minimum wire conductor size shall be #12.
- d. All wire conductors shall be 600 volt, type THWN, XHHW, or THHN except as noted otherwise.
- e. Wire conductors shall be marked with wire markers (Calpico, Ideal, or approved equal).
- f. All wire conductors shall have identical color insulation from circuit breaker or control panel to load or device.
- g. Armored Wire (Type AC or MC wire), a fabricated assembly of insulated conductors in a flexible metallic enclosure, is **NOT** permissible for use on any project performed under this Agreement.
- h. Nonmetallic-Sheathed Wire (Type NM and NMC), a factory assembly of two (2) or more insulated conductors having an outer sheath moisture resistant, flame retardant, nonmetallic material, is **NOT** permissible for use on any project performed under this Agreement.
- i. Wire shall be delivered to the job site plainly marked or tagged on 24" centers as follows:
 1. Underwriters Label
 2. Gauge
 3. Voltage
 4. Kind of Insulation
 5. Name of Manufacturer
 6. Trade Name
- j. All wire shall be color coded as follows:

	277 / 480V	120 / 208V
Phase A:	Brown	Black
Phase B:	Orange	Red
Phase C:	Yellow	Blue
Neutral:	Gray	White
Ground:	Green	Green
Isolated Ground:	Green w/Yellow Stripe	Green w/Yellow Stripe

(3). LABELING

- a. All wire shall be numbered and identified by means of wire markers at all switchboards, panel boards, auxiliary gutters, junction boxes, pull boxes, disconnect switches, and

circuit breakers. These markers shall correspond to numbers on applicable shop drawings.

- b. Each electrical wire run shall be labeled at both ends of the wire with the riser and circuit numbers as identified on the riser plan and in the detailed technical specifications.
- c. Following the installation of an afterset and monument/riser, pull 2' long tails through the open front of the monument (do not attach the cover plate) and label both the wire bundle and monument with 1/8" minimum height letters/numbers using label maker to reflect the location, panel, and circuit numbers.
- d. Wires shall be neatly laced into electrical panels in a ready-to-land condition, leaving 4' long tails. Label the bundle of tails with 1/8" minimum height letters/numbers using a label maker containing hot, neutral, and ground with the riser number, location, panel, and circuit numbers.
- e. Temporary or pen mark labeling is not permitted.
- f. No labeling abbreviations will be permitted without prior approval from the DMV Project Manager.

(4). **BRANCH CIRCUITS**

- a. Branch circuits shall be 20-amp minimum dedicated. Each circuit will have #12 THHN stranded copper wire with a neutral for each circuit. Every specified location will require two separate grounds. One ground will be for an isolated ground and the other is a regular ground. Ground wires will be identified with the color green, and green with a yellow tracer. Grounds shall be stranded with a minimum size #12 THHN copper.
- b. The Contractor shall refer to the finalized floor plan drawing provided by the DMV to determine quantities and lengths of circuits.

(5). **CONNECTORS**

- a. For conductors #6 and larger, lugs and connectors for conductors shall be compression types of one piece tubular construction with flat rectangular tongues. Two-hole lugs shall be used for sized 4/0 and larger. Fittings for copper conductors shall be tin-plated aluminum factory filled with a corrosion inhibiting and oxide penetrating compound.
- b. For conductors #8 and smaller (if applicable), wire nuts for joints, splices, and taps shall consist of a cone shaped expandable coil spring insert, insulated with a Teflon or plastic shell. Threaded or crimp types will not be accepted. Use Skotchlock, Hydent, or approved equal. Joints, splices, and taps in dry locations shall be made with twist-on connectors suitable sized for the number and gauge of the conductors.
- c. Electrical connector type shall be UL approved plastic.

C. TELECOMMUNICATIONS NETWORK CABLING

(1). **GENERAL**

- a. Contractor shall remove and dispose of existing telecommunications network cabling as specified by the DMV Project Manager.

- b. Unless otherwise specified by the DMV Project Manager, the Contractor shall leave 10' of service loop cable slack in Communications Rooms and 10' of service loop cable slack at workstations.
- c. All cable runs from workstations to Communications Rooms must be continuous. Splices are not permitted.
- d. For modular furniture system cable installations, base feed modules or drop poles must be fitted to size, cables must be laced through furniture raceways, and cables must be terminated.
- e. All cabling shall conform to standards based on the environment of the site, building codes, and applicable laws. All cables must be concealed in conduit, floor ducts, paneling, ceiling areas, or similar areas, except at mutually agreed upon areas. The Contractor is responsible for determining and complying with all applicable codes, ordinances, and laws.
- f. Every copper pair within each installed cable must be tested from end to end through all connectors for opens, shorts, reversals, continuity, pin configuration, and correct location after installation. Anomalies are to be located and reported to the DMV Project Manager, repaired where defective, and retested until accepted by the DMV Project Manager. Test and verify cables by running an end to end attenuation, continuity, and wire pair mapping test with a cable meter. The Contractor shall provide a written copy of the verification test results to the DMV Project Manager when testing is completed.

(2). CATEGORY-5e CABLE

- a. All Category-5e cables, connectors, jacks, and equipment must be tested and certified in writing to be Category-5e compliant as specified in ANSI/TIA/EIA-568-A and ANSI/TIA/EIA-568-A-5 Transmission Performance Specifications.
- b. At workstations, Category-5e cables must be configured 568A and terminated on Panduit (or approved equal) Category-5e modular jacks (blue). For wall mount applications, modular jacks must be installed in Panduit (or approved equal) single gang faceplate frames (black) using Panduit (or approved equal) 4-module inserts (black). For component furniture applications, modular jacks must be installed in Panduit (or approved equal) 4-module surface mount boxes (black).
- c. At main distributions frames, Category-5e cables must be configured 568A and terminated on Panduit (or approved equal) Category-5e modular jacks (blue) and installed in Panduit (or approved equal) 24-port all metal modular patch panels (black).
- d. The Contractor shall refer to the finalized floor plan drawing provided by the DMV to determine quantities and lengths of cable runs.

(3). SPEAKER CABLE

- a. All speaker cable shall consist of 16AWG wire and shall not be daisy chained.
- b. Speaker cable shall be connected to speakers and shall not be terminated at the other end of the cable unless otherwise requested by the DMV Project Manager.
- c. The Contractor shall refer to the finalized floor plan drawing provided by the DMV to determine quantities and lengths of cable runs.

(4). COAXIAL CABLE

- a. All coaxial cable shall be combo RG59 or RG6 coaxial plus 2C/18AWG in Siamese Lay-Up Cable as specified by the DMV Project Manager.
- b. The Contractor shall refer to the finalized floor plan drawing provided by the DMV to determine quantities and lengths of cable runs.

(5). CABLE COLORING SYSTEM

- a. The following coloring system must be applied when installing cabling unless otherwise requested by the DMV Project Manager:

TYPE	COLOR
Data	Blue
Voice	Blue
Security	White
Alarm	Red

(6). LABELING

- a. All cables shall be labeled at both ends of each cable with the appropriate cable number provided by the DMV Project Manager. The Contractor shall also label each workstation jack and patch panel jack with the corresponding cable number. Patch panels must be labeled with the cable numbers in numerical ascending order. The cables must be installed in the patch panel in the position with the corresponding cable number.
- b. Label all cables with 1/8" minimum height letters/numbers using a label maker.
- c. Temporary or pen mark labeling is not permitted.
- d. No labeling abbreviations shall be permitted without prior approval from the DMV Project Manager.

(7). COMMUNICATIONS ROOM

- a. The Contractor shall provide and install 3/4" plywood backboard from floor to ceiling on the back wall in the Communications Room.
- b. The Contractor shall provide and install 6-way, 1GHZ passive video splitters in the Communications Room.
- c. The Contractor shall provide and install the following Chatsworth Products Inc. (CPI) (or approved equal) parts/equipment in the Communications Room:

Part Number	Description	Quantity
46353-703	Universal Data Telecommunications Rack (Black) (19" x 84")	2
10595-712	Runway Mounting Plate	2
10250-7XX	Universal Cable Runway (Black)	20
10487-701	Butt Swivel Splice Kit (Black)	1
15053-703	Server Frame (7'H x 19"W x 29"D, 45 RMU)	1
11729-703	Double-Sided, VCS Vertical Cabling Section (Black) (7'H x 6"W x 12.75"D)	4

Part Number	Description	Quantity
40605-005	#12-24 Screws (Black) (50 Pack)	1
12639-001	#12-24 Cage Nuts (25 Pack)	2
06006-201	Cable Management Straps (6") (25 Pack)	25
11301-X01	Butt-Splice Kit	4

- d. The Contractor shall provide and install the following Leviton (or approved equal) parts/equipment in the Communications Room:

Part Number	Description	Quantity
49253-LPM	Five-Ring Horizontal Patch Cord Manager (Black)	5

- e. The Contractor shall provide the following Allen Tel (or approved equal) parts/equipment to the Communications Room:

Part Number	Description	Quantity
AT1503EV-OR	Category-5e Patch Cord (Orange) (3')	10
AT1504EV-OR	Category-5e Patch Cord (Orange) (4')	10
AT1507EV-OR	Category-5e Patch Cord (Orange) (7')	10
AT1502EV-GR	Category-5e Patch Cord (Green) (2')	10
AT1503EV-GR	Category-5e Patch Cord (Green) (3')	10
AT1504EV-GR	Category-5e Patch Cord (Green) (4')	10
AT1501-GY	Category-5e Patch Cord (Gray) (1')	25
AT1501EV-BK	Category-5e Patch Cord (Black) (1')	5
AT1503EV-BK	Category-5e Patch Cord (Black) (3')	5
AT1504EV-BK	Category-5e Patch Cord (Black) (4')	5
AT1505EV-BK	Category-5e Patch Cord (Black) (5')	5
AT1507EV-BK	Category-5e Patch Cord (Black) (7')	5
AT1503EV-YL	Category-5e Patch Cord (Yellow) (3')	25
AT1504EV-YL	Category-5e Patch Cord (Yellow) (4')	25
AT1505EV-YL	Category-5e Patch Cord (Yellow) (5')	25
AT1507EV-YL	Category-5e Patch Cord (Yellow) (7')	40
AT1510EV-YL	Category-5e Patch Cord (Yellow) (10')	30
AT1503EV-P	Category-5e Patch Cord (Purple) (3')	4
AT1505EV-P	Category-5e Patch Cord (Purple) (5')	2
AT1510EV-P	Category-5e Patch Cord (Purple) (10')	2

- f. The Contractor shall provide the following Ortronics or approved equal parts/equipment to the Communications Room:

Part Number	Description	Quantity
OR-MC5E03-04	Category-5e Patch Cord (Yellow) (3')	25
OR-MC5E04-04	Category-5e Patch Cord (Yellow) (4')	25
OR-MC5E05-04	Category-5e Patch Cord (Yellow) (5')	25
OR-MC5E07-04	Category-5e Patch Cord (Yellow) (7')	40
OR-MC5E010-04	Category-5e Patch Cord (Yellow) (10')	30

- g. The Contractor shall provide the following Panduit Mini-Com or approved equal parts/equipment to the Communications Room:

Part Number	Description	Quantity
CP24WSBL	24-Port All Metal Modular Patch Panel With Support Bar (Black)	18

Part Number	Description	Quantity
CJ588BKY	Mini-Com 5e Modular Jack (Black)	25
CJ588RDY	Mini-Com 5e Modular Jack (Red)	10
CJ5E88TOR	Modular Jack (Orange)	40
CJ5E88TIG	Modular Jack (Gray)	25
CJ5E88TGR	Modular Jack (Green)	25
DPFP8	Space Filler Panel (8RU)	2

- h. The Contractor shall provide the following Tripp-Lite or approved equal parts/equipment to the Communications Room:

Part Number	Description	Quantity
PDUHM15	Metered horizontal power distribution unit	2

- i. The Contractor shall provide the following Amphenol or approved equal parts/equipment to the Communications Room:

Part Number	Description	Quantity
25-3PC-50-GY	25-Pair Telco Cable (Gray)	4

D. TV/MONITOR MOUNTING HARDWARE AND SPEAKERS

- (1). The Contractor shall install the following DMV provided Lucasey or equal parts/equipment:

Part Number	Description	Quantity
FSCT20	Flat Screen Ceiling Mount	2
CMASFL	Ceiling Flange (Black)	2

- (2). The Contractor shall install the following DMV provided speakers.

Part Number	Description	Quantity
N/A	Speaker	3

E. CCTV SYSTEM

- (1). GENERAL

- a. Contractor shall disconnect and dismount all existing CCTV system equipment (interior and exterior cameras, Digital Video Recorder (DVR), lock box, power supply, monitor(s), etc.) specified by the DMV Project Manager. The Contractor shall store all disconnected and dismounted CCTV system equipment in a secure location within the DMV office building as specified by the DMV Project Manager.
- b. The Contractor shall re-install and setup all existing CCTV system equipment (interior and exterior cameras, Digital Video Recorder (DVR), lock box, power supply, monitor(s), etc.) specified by the DMV Project Manager. Re-installation and setup shall include all CCTV system equipment mounting, connecting, positioning, troubleshooting, and maintenance necessary to make the existing CCTV system fully functional.
 1. The CCTV system re-installation must comply with all applicable codes and regulations as set forth in CCR, Titles 8 and 24 et al, California Seismic Safety Commission Regulations, and all other applicable codes.

2. The Contractor shall install DMV provided replacement equipment (cameras, DVR, lock box, power supply, and monitor(s)) to replace existing equipment, if requested by the DMV Project Manager at the time of performing CCTV system re-installation.
3. The Contractor shall perform the following maintenance services after re-installing the existing CCTV system:
 - A. CAMERAS (interior and exterior of building)
 - (1). Clean camera housings with anti-static type cleaner.
 - (2). Check camera mountings.
 - (3). Check and clean camera lenses.
 - (4). Check cameras for video integrity and quality, and make adjustments as necessary.
 - B. DVR
 - (1). Inspect and clean the unit.
 - (2). Ensure that the system settings are such that maximizes the system capabilities.
 - (3). Review recently recorded footage to ensure system functionality.
 - (4). Playback in real time all recording modes for review, picture quality, and make adjustments as necessary.
 - (5). Check date and time generated.
 - (6). Check programming features.
 - C. MONITOR(S)
 - (1). Inspect and clean all monitor(s) with anti-static cleaner.
 - (2). Check and adjust for proper operation.
 - D. CABLES
 - (1). Inspect all cables for wear or damage. Replace worn or damaged cables as necessary.

The remainder of this page is intentionally left blank.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISION

1. Invoice and Payment

For services satisfactorily rendered in conformity with the work specified in Exhibit A, and upon receipt and approval of the invoice, the DMV agrees to compensate the Contractor a one-time payment of \$_____ (to be completed by DMV), all taxes included, in arrears. This is the sole basis for payment.

Invoice(s) shall be submitted in triplicate and shall reference the Agreement number, location of the office where services were provided, and your business name as shown on this Agreement.

To ensure prompt payment, submit invoices to:

**Department of Motor Vehicles
Accounts Payable, MS: E109
PO Box 932382
Sacramento, CA 94232-3820
(916) 657-6505**

2. Budget Contingency Clause

It is mutually agreed that if the Budget Act of the current year and/or any subsequent years 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 Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

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 Contractor to reflect the reduced amount.

Notwithstanding the paragraphs above, the State shall notify the Contractor in writing if contract services are to be stopped or suspended due to Budget Act funding deficiencies. The Contractor shall be entitled to payment for contract services authorized and rendered prior to the State's notification.

3. Prompt Payment Clause

Payment will be made in accordance with and within the time specified in the California Prompt Payment Act, Government Code, Division 3.6, Part 3, Chapter 4.5 (Section 927 et seq.).

The remainder of this page is intentionally left blank.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

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

The remainder of this page is intentionally left blank.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. Commencement of Work - Within two (2) working days after the receipt of the fully approved Agreement, the Contractor shall call the DMV Project Manager to obtain the date for starting work. The work is to be completed within one-hundred-eighty (180) calendar days from the agreed upon start date. The DMV Project Manager may extend the completion date upon a showing of good cause by the Contractor. No completion date may be extended more than 180 calendar days.
2. Incorporation by Reference - The DMV solicitation as well as all required documents and quotations submitted by the Contractor pursuant to and prior to execution of the contract 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 will prevail.
3. Force Majeure - The Contractor will 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.
4. Contractor Name Change - The Contractor shall provide a written notice to the DMV at least thirty (30) calendar days prior to any changes to the Contractor's current legal name. Upon receipt of required documentation, an amendment will be processed in accordance with the terms of this Agreement.
5. Workers' Compensation Exemption - If the Contractor does not employ any person, in any manner, so as to not become subject to the Workers' Compensation laws of California, Contractor must contact the Contract Administrator to request a Workers' Compensation Exemption Certification form. This form must be completed by the Contractor and submitted to the DMV prior to final approval of the Agreement.
6. Availability of Funds - 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. Termination - The DMV may, at its option, immediately terminate the Agreement if any emergency situation arises which causes the closure of the facility, and shall have the right to terminate for convenience upon thirty (30) days notice, without cause.
8. State Holidays & Furlough Days - The DMV observes the following holidays identified at website: <http://www.dpa.ca.gov/personnel-policies/holidays.htm>. Offices will be closed if any holiday falls on or is observed on a weekday, unless otherwise stated.

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

9. Right to Bar - The DMV reserves the right to bar any Contractor's employee from the work site.
10. Multiple Contractors - The DMV may undertake or award other contracts for additional work, and the Contractor shall fully cooperate with other contractors and State employees.
11. Subcontracting - The prime Contractor, as well as any of their subcontractors, is required to be properly licensed for their scope of work performed under this Agreement.

All persons engaged in work will be considered as employees of the prime Contractor, including all subcontractors. 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 expense to the DMV.

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

12. Substitution of Subcontractors - The Contractor shall not substitute any person or subcontractor in place of a subcontractor listed in the Contractor's bid without the written approval of the DMV Project Manager. The Contractor shall submit the names of each subcontractor to whom he/she proposes to subcontract portions of the work.
13. Project Acceptance - Completed work shall be to the entire satisfaction of the DMV. The DMV Project Manager shall be the sole judge as to whether material or workmanship is acceptable. Should any portion of the work completed, any materials, articles, or equipment delivered fail to comply with requirements of the contract, such work materials, articles, or equipment shall be rejected. The Contractor shall immediately replace at the Contractor's own expense, all unacceptable materials and all unacceptable work shall immediately be made satisfactory to the DMV Project Manager by the Contractor at no additional expense to the DMV. Any materials, articles, or equipment which have been rejected shall immediately be removed from the premises at the expense of the Contractor.
14. Security - Contractor employees are not authorized to open, use, access, look, read, remove or copy any documents or records. 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.
15. Liquidated Damages - In the event the Contractor fails to complete the work within the time period provided in the Agreement, the Contractor shall be liable to the State in the amount of \$500.00 per day for each day the work remains incomplete beyond the completion date. Along with other available remedies, the State may withhold this amount from any consideration owing to the Contractor. The Contractor shall not be assessed liquidated damages when the delay in completing the project is caused by the failure of the state or the owner of a utility to provide for removal or relocation of the existing utility facilities.

After the award and execution of this Agreement, should the Contractor fail to commence work within five (5) work days after written notification of the start date, or suspend work for a period of five (5) continuous work days after work has begun, and these delays are not a result of conditions listed in the "Force Majeure" clause contained in the exhibit, the DMV may place the Contractor in default, unless there is written notification from the DMV Project Manager to the Contractor stating otherwise.

Should this occur, the DMV may terminate the contract for breach and assess \$500.00 as liquidated damages for administrative costs for rebidding the work. The Contractor will not be considered for contract award on any future DMV contracts if the Contractor has any outstanding liquidated damage assessments.

In addition, the Contractor shall be liable to the DMV for the difference between the Contractor's bid price and the actual cost of performing the work by another contractor.

16. Dispute - 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 Contract Administrator shall be brought to the attention of the Chief Executive Officer (or designative representative) of each organization for joint resolution. If agreement cannot be reached through the application of high-level management attention, either party may assert its rights and remedies under this Agreement.
17. Work Scheduling - The Contractor shall have under construction no more work than can be performed with the least possible obstruction and inconvenience to the public.

18. Product and Reference Standards - When manufacturer's name, product brand name, or model number are referred to in Exhibit A, such designations shall be considered as being those found in industry publications of current issue at date of first invitation to bid. When standards of the federal government, trade societies, or trade associations are referred to in Exhibit A, Scope of Work, these shall be considered a part of this Agreement.
19. Materials and Workmanship - All of the materials used and all work performed under this Agreement shall conform in all respects to the latest amended rules, regulations, and requirements which are set forth in any regulatory requirements having jurisdiction over this type of work
20. Quality and Materials - Materials and equipment furnished by the Contractor for incorporation into the work shall be new. When the Scope of Work indicate or require that materials or equipment are to be furnished, but the quality or kind is not particularly specified, shown or indicated, the Contractor shall furnish materials or equipment at least equal to the class or quality of materials and equipment which are specified, shown or indicated. Substantiation data of the equal item shall be presented to the DMV Project Manager within thirty-five (35) calendar days after the award of the Agreement.
21. Labor - All work shall always be done at the journeyman level of the trade involved or meet the Project Manager's approval of the work in accordance with the true and intent meaning of the Exhibit A, Scope of Work. Every part of the work shall be accomplished by workers, laborers, or mechanics especially skilled in the class of work required.
22. Laws, Rules, Regulations - The Contractor and all of the Contractor's agents and employees shall observe and comply with all prevailing federal and state laws, which in any way affect conduct of work of this Agreement. The Contractor shall at the Contractor's expense, obtain all required permits and licenses, and shall comply with all laws pertaining to the contract.

Neither the DMV nor the Contractor is subject to municipal, county, or district laws, rules or regulations pertaining to building permits or regulating the design or construction of building upon State property.

In accordance with Public Contract Code Section 10231 and Government Code Section 11017, the Contractor and subcontractors shall comply with air pollution control rules, regulations, ordinances and statutes which apply to work performed pursuant to the Agreement.

23. Guarantee - The Contractor guarantees the work provided in accordance with this Agreement to be and remain free of defects in workmanship and materials for a period of one (1) year from the date of acceptance of the work, unless an alternate guarantee period is specified. Contractor agrees to repair, or replace at his expense any and all work that is defective in its workmanship or materials, and adjacent work which may have been damaged or displaced, and any work not satisfactorily performed in accordance with the terms and conditions of the Agreement. Ordinary wear and tear and unusual abuse or neglect are exempted. Payment bonds are in full force and effect during the guarantee period.

The Contractor further agrees that within ten (10) calendar days after being notified in writing by the DMV Project Manager of any work defects discovered after the completion and acceptance of the work and within the specified guaranteed period, the Contractor and the DMV Project Manager agree to meet and establish a start and completion date on all corrective work. If the Contractor fails to comply with the terms of the guarantee, the DMV shall have work done at the Contractor's expense, and the Contractor will pay cost upon demand. The DMV shall be entitled to all costs, including reasonable attorney's fees, based upon the Contractor's refusal to pay above costs.

24. Prevailing Wage - In accordance with the provisions of Labor Code Section 1770 - 1776, the Contractor and any subcontractor shall adhere to the payment of the general prevailing wages as determined by the Department of Industrial Relations (DIR). Copies of the wage rate determinations or any amendments issued by the DIR may be reviewed at DMV. Contractors are encouraged to refer questions regarding current prevailing wage rates to the Division of Labor Statistics and Research, Prevailing Wage Unit, PO

Box 603, San Francisco, CA 94101. The DIR is responsible for determining the general prevailing rate of wages for each classification of worker employed on a public works project of \$1,000 or more.

The Contractor and subcontractor who intend to use a craft or classification not shown on the general prevailing wage determinations may be required to pay the wage rate of that craft or classification most closely related to it as shown in the general determinations effective at the time of the call for bids.

25. Employment and Undocumented Aliens - No State agency or department, as defined in Public Contract Code Section 10335.7, that is subject to this code, shall award a public works Agreement to a Contractor, nor shall a Contractor be eligible to bid for or receive a public works agreement, who has, in the preceding five (5) years, been convicted of violating a state or federal law regarding the employment of undocumented aliens. See Public Contract Code Section 6101.
26. Payment Bond - The Contractor shall furnish a Payment Bond on State Form 807, in an amount equal to one hundred percent (100%) of the amount of the Agreement, when the Contractor's bid exceeds \$25,000.00. The bond must be furnished concurrently with signing the Agreement. The bond shall be executed by the Contractor and a corporate surety authorized to transact a general surety business in the State of California.

NOTICE: Failure to obtain the Payment Bond within ten (10) working days may cause the DMV to declare the Contractor's bid to be non-responsive.

In the event that this Agreement needs to be amended, the contractor is required to provide a bond in an amount equal to one hundred percent (100%) of the amended amount.

27. Noncollusion Affidavit - Pursuant to the Public Contract Code Section 7106, any public works Agreement shall include a noncollusion affidavit (See Exhibit F).
28. Anti-Trust Claims - The Contractor offers and agrees and will require all of their subcontractors and suppliers to agree to assign to the awarding body all rights, title and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S. C. Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Sec. 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works agreement or the subcontract. The assignment made by the Contractor and all additional assignments made by the subcontractors and suppliers shall be deemed to have been made and will become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment or the necessity of tendering to the awarding body any written assignments.

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

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

30. Asbestos - In the event that existing construction materials are identified as asbestos containing materials and are disturbed in the course of performing work under this contract, Contractor shall immediately cease all work around the suspect area and notify the DMV Project Manager. After site conditions and extent of asbestos related work is assessed by the DMV Project Manager, DMV may issue an amendment for the Contractor to obtain a State licensed subcontractor, certified by the Division of Occupational Safety and Health (DOSH) registered for asbestos abatement work. Affected work activities under this contract shall not resume until such time that abatement work is complete.
31. Contractor's License - The Contractor must be properly licensed by the Contractors' State License Board. Joint Venture Contractor must possess a Joint Venture License. Any State agency or department, as defined in Public Contract Code Section 10335.7, which is subject to this code, shall, prior to awarding a contract for work to be performed by a contractor, as defined by Section 7026 of the Business and Professions Code, verify with the Contractors' State License Board that the Contractor is licensed in a classification appropriate to the work to be undertaken. Verification as required by this section need only be made once every two (2) years with respect to the same Contractor.

In lieu of the verification, the State entity may require the Contractor to present their pocket license or certificate of license and provide a signed statement which swears, under penalty of perjury, that the pocket license or certificate of license presented is current and valid and is in a classification appropriate to the work to be undertaken.

32. Subcontractors - Contractor shall have listed the name and address of each subcontractor to whom the Contractor proposes to subcontract portions of the work in an amount in excess of one half of one percent (0.5%) of the Contractor's total bid in accordance with the Subletting and Subcontracting Fair Practices Act set forth in Public Contract Code Section 4100 et seq. Nothing in this section shall preclude the necessity of ensuring that the Contractor shall meet the requirements of Public Contract Code, Section 10115 et seq. (DBVE participation).
33. Temporary Facilities - Water, electric light and power, elevator, and toilet facilities are available free of charge during normal work hours. Toilet facilities shall be kept clean at all times and shall not be used for washing of tools and equipment. If work is performed during non-business hours, Contractor will provide temporary portable toilet facilities according to all state and federal health and safety standards.

Interruptions to any services for the purpose of making or breaking a connection shall be made only after consultation with the DMV Project Manager and shall be at such time and of such duration as may be directed. Contractor shall make necessary provisions as required to maintain existing services to occupied areas within the building.

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

This Agreement may be terminated for environmental considerations at the discretion of the State.

35. Labor Code Certification - By execution of this Agreement, the Contractor certifies to the following: I am aware of the provisions of Labor Code Section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

It is mutually agreed that the Contractor shall forfeit to the DMV a penalty of fifty dollars (\$50) for each calendar day, or portion, for each worker paid by the Contractor, or subcontractor under the Contractor,

less than the prevailing wage so stipulated and in addition the Contractor further agrees to pay to each worker the difference between the actual amount paid for each calendar day, or portion, and the stipulated prevailing wage rate for the same. This provision shall not apply to properly registered apprentices.

It is further agreed that the maximum hours a worker is to be employed is limited to eight (8) hours a day and forty (40) hours a week and the Contractor shall forfeit, as a penalty to the DMV, twenty-five dollars (\$25) for each worker employed in the execution of the Agreement for each calendar day during which a worker is required or permitted to labor more than eight (8) hours in any calendar day or more than forty (40) hours in any calendar week, in violation of Labor Code 1810-1815, inclusive.

Properly registered apprentices may be employed in the completion of the work. Every such apprentice shall be paid the standard wage paid to apprentices under the regulations of the related craft or trade, and shall employ apprentices only at the work of the craft or trade to which they are registered. The Contractor and each subcontractor must comply with the requirements of Labor Code 1777.5 and any related regulations regarding the employment of registered apprentices.

Each contractor and subcontractor shall comply with the Labor Code 1776 regarding record keeping.

36. Limitations on Work Site and Premises - The Contractor shall limit operations to the work site unless otherwise shown or specified. The Contractor shall perform no operations of any nature on, over, or across premises except such operations as specifically authorized in plans or specifications, or as authorized by the DMV Project Manager. "Work site" or "job site" is the area of actual construction and areas immediately adjacent, as shown on plans or as specified. "Premises" is the area of State-owned property which surrounds job site, limited by property lines. In some cases, premises may coincide with job site.
37. Stop Notices - The DMV may at its option, at any time, retain out of any money due the Contractor, sums sufficient to cover any unpaid claims filed pursuant to Civil Code Sections 3110 et seq. provided that sworn statements of said claims shall have been filed in the office of the DMV or as required by law.
38. Work Site Cleanup - Contractor shall clean up at the work site at frequent intervals and at other times when directed by the DMV Project Manager. At all time while work is being accomplished, floors shall be kept clean, free of dust, construction debris and trash. The Contractor shall keep the facility access clear of debris and equipment. Directly upon completion of the work, Contractor shall remove from premises equipment and any other waste materials not previously disposed of, at Contractor's expense leaving premises thoroughly clean and ready for the DMV Project Manager's final inspection.
39. Occupancy Acceptance - The DMV reserves the right to occupy all or any part of the project prior to completion of the work, upon written order. In such event, the Contractor will be relieved of responsibility for any injury or damage to such part as results from such occupancy and use by the DMV. Such occupancy does not constitute acceptance by the DMV of the work or any portion, nor will it relieve the Contractor of responsibility for correcting defective work or materials found at anytime before the acceptance of the work.
40. Final Inspection - When work is completed, the Contractor shall request final inspection from the DMV Project Manager. Final inspection will be made within ten (10) working days. If the DMV Project Manager determines that work has been completed, recommendation will be made to formally accept the work. Upon acceptance by the DMV Project Manager, the Contractor shall submit invoices as stated in this Agreement.
41. Accident Prevention - The Contractor shall at all times permit the DMV Project Manager to visit and inspect the work. This obligation shall include maintaining proper facilities and safe access for such inspection. Where the Agreement requires work to be tested, it shall not be covered up until inspected and approved by the DMV Project Manager and the Contractor shall be solely responsible for notifying

the DMV Project Manager at least forty-eight (48) hours in advance where and when such work is in readiness for inspection and testing. Should any such work be covered without test and approval, it shall be uncovered at the Contractor's expense.

The Contractor shall be responsible for securing areas of work at the end of each work day to prevent unauthorized entry after working hours. Work area shall be barricaded and flagged by the Contractor. Precautions shall be exercised at all times for the protection of persons (including employees) and property. These shall include, but not be limited to, the installation of adequate safety guards and protective devices for all equipment and machinery, whether used in the performance of work or permanently installed as part of the work. The Contractor shall comply with all applicable laws relating to safety precautions, including safety regulation of State Division of Industry Safety, Department of Industrial Relations.

42. Third Party Clause - Contractor shall be notified by the DMV in a timely manner of any third party claims relating to this Agreement in exercising its right to settle any claim arising from such Agreement. (PCC 9201)
43. Noise Ordinance - Noisy motors, cutting, drilling, and fastening equipment must be operated with minimum disturbance to the occupants of the building or adjacent buildings. The DMV will not require overtime for such work unless specifically stated elsewhere in these documents.
44. License - The Contractor must possess a valid State of California **C-7 or C-10** contractor's license. The contractor's license must be in good standing throughout the term of this Agreement. If the Contractor does not possess a valid **C-10** contractor's license, the Contractor must obtain a **C-10** licensed subcontractor to perform electrical related work that exceeds 91 volts. The contractor's license for all utilized subcontractors must be in good standing throughout the term of this Agreement.
45. Replacement of Disabled Veteran Business Enterprise (DVBE) Subcontractor(s) - Contractor understands and agrees that should award of this Contract be based in part on their commitment to use the DVBE subcontractor(s) identified in their bid, per Military & Veterans Code 999.5 (e), a DVBE subcontractor may only be replaced by another DVBE subcontractor and must be approved by the Department of General Services (DGS). Changes to the scope of work that impact the DVBE subcontractor(s) identified in the Contractor's bid and approved DVBE substitutions will be documented via a contract amendment.

Failure of Contractor to seek a substitution and adhere to the DVBE participation level identified in their bid may be cause for contract termination, recovery of damages under rights and remedies due to the DMV, and penalties outlined in M&VC § 999.9; Public Contract Code (PCC) § 10115.10, or PCC § 4110 (applies to public works only).

The remainder of this page is intentionally left blank.

EXHIBIT E

ADDITIONAL PROVISIONS

1. Insurance Requirements:

A. 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 of not less than \$1,000,000.00 per occurrence for bodily injury and property damage liability combined.
- (2). The certificate of insurance will include the following provisions in their entirety:
 - a. That the insurer will not cancel the insured's coverage without thirty (30) days prior written notice to the State.
 - b. That the State, its officers, agents, employees, and servants are included as additional insured, but only insofar as the operations under this Agreement are concerned.

B. 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.

C. 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, to be 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 must complete and submit to the DMV Contract Administrator, a Workers Compensation Exemption Certification form.

D. Certificates of insurance provided to the DMV shall not include a specific contract number.

E. The DMV will 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. In the event said insurance coverage expires at any time or times during the term of this Agreement, the Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of this Agreement, or for a period of not less than one year. New certificates of insurance are subject to the approval of the Department of General Services, and the Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, the DMV may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

- F. The Contractor shall submit the required certificate(s) of insurance to the DMV at the following address:

**Department of Motor Vehicles
Contract Services Section
Attn: Corey Hollowell
2415 First Avenue, MS: E112
Sacramento, CA 95818**

To expedite, either fax or email the certificate(s) of insurance to the attention of the contact person indicated above at (916) 657-2387 or corey.hollowell@dmv.ca.gov.

2. Blueprints and Drawings - Drawings or blueprints not included in the final Agreement as an Exhibit will be identified, incorporated by reference, and retained on file by the DMV.

The remainder of this page is intentionally left blank.

EXHIBIT F

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

_____,
(Name)

hereby swears or affirms under penalty of perjury, that they are an authorized representative of

_____,
(Company)

and furthermore swears or affirms the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder had not, directly or indirectly, submitted his or her bid price or any breakdown, or the contents, or divulged information or data relative thereto, or paid, and will not pay, any fees to any corporation, partnership, company, association, organization, bid depository, or to any member or agent to effectuate a collusive or sham bid.

Dated: _____ By: _____

EXHIBIT G

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

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

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

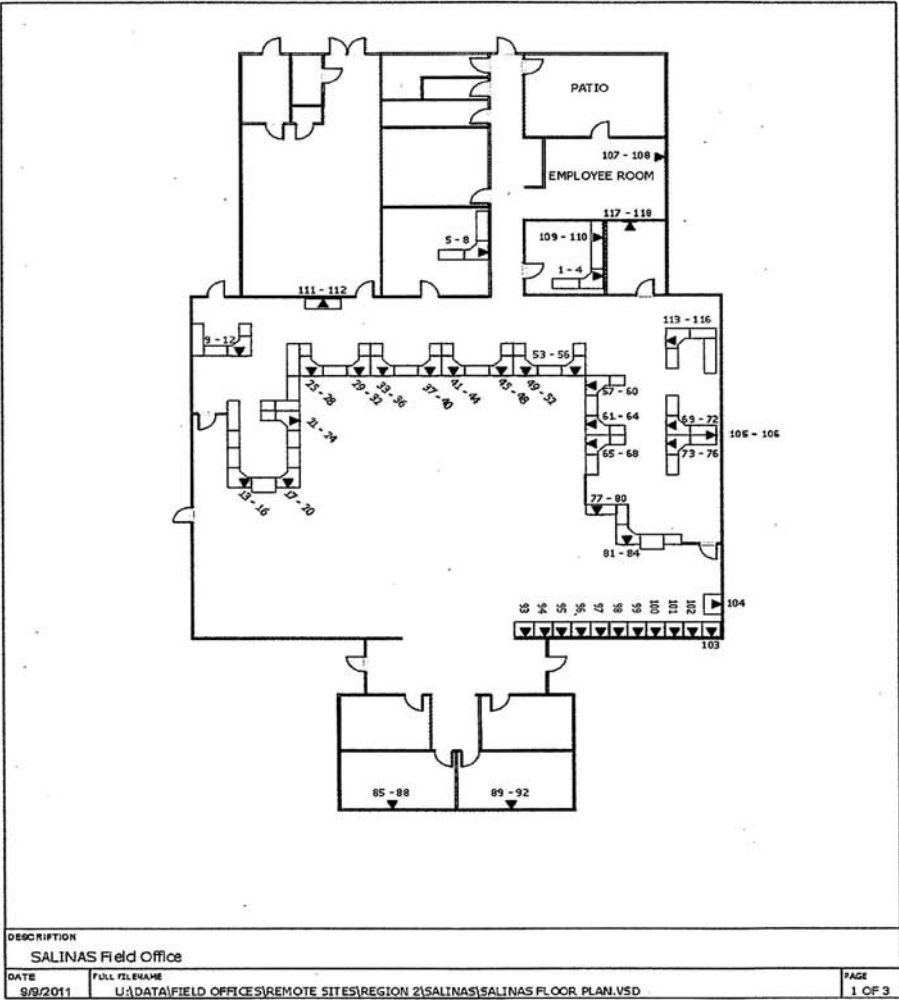
recruitment, and outreach programs, and requesting their cooperation in assisting the Contractor to meet its obligations; and by posting the company policy on bulletin boards accessible to all employees at each location where construction work is performed.

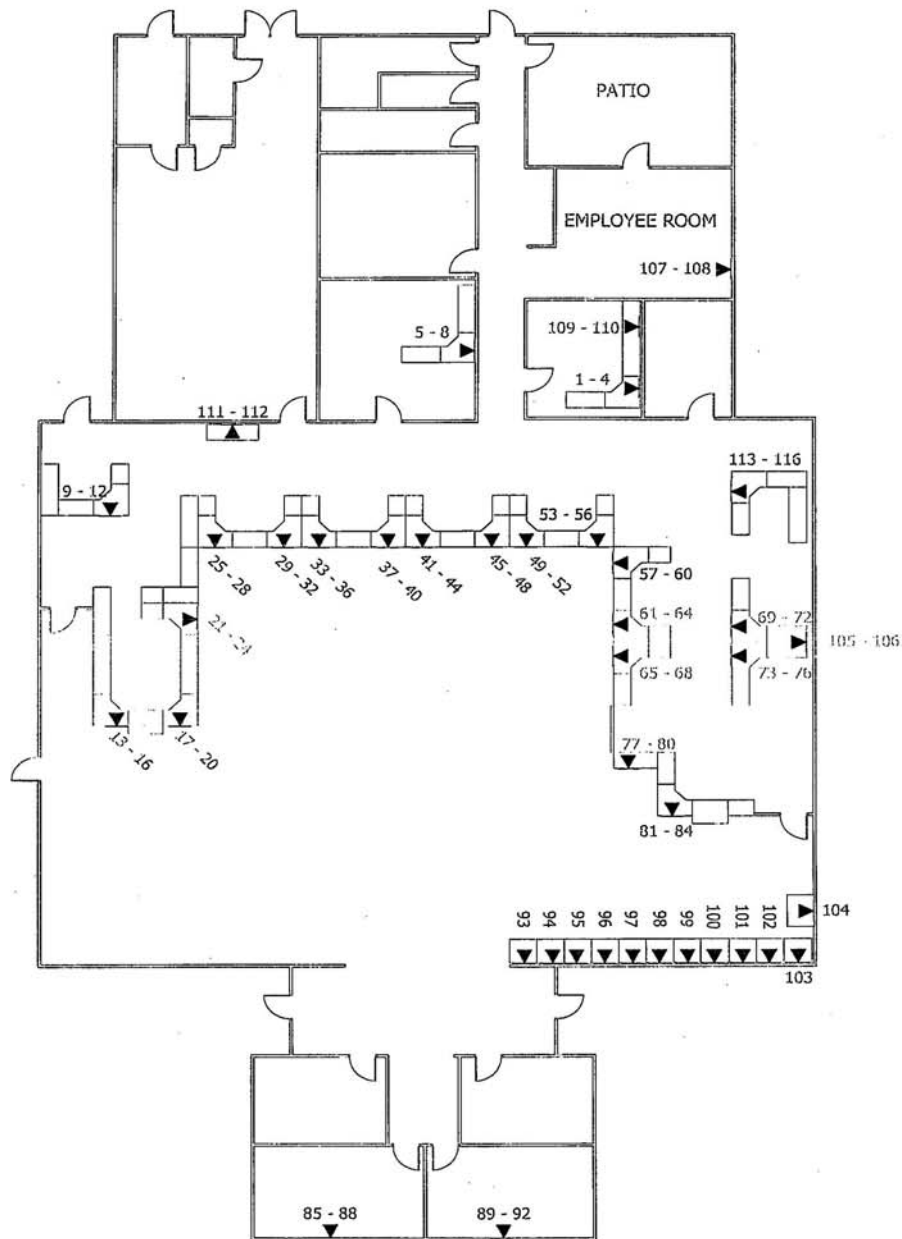
- d. Ensure all personnel making management and employment decisions regarding hiring, assignment, layoff, termination, conditions of work, training, rates of pay or other employment decisions, including all supervisory personnel, superintendents, general leadpersons, on-site leadpersons, etc., are aware of the Contractor's equal employment opportunity policy and obligations and discharge their responsibilities accordingly.
 - e. Ensure that seniority practices, job classifications, work assignments, and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the equal employment opportunity policy and the Contractor's obligations under these specifications are being carried out.
7. Contractors are encouraged to participate in voluntary associations which assist in fulfilling their equal employment opportunity obligations. The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's.
 8. The Contractor is required to provide equal employment opportunity for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Fair Employment and Housing Act (Gov. Code, Section 12990 et seq.) If a particular group is employed in a substantially disparate manner.
 9. Establishment and implementation of a bona fide affirmative action plan pursuant to Section 8104(b) of this Chapter shall create a rebuttable presumption

that a contractor is in compliance with the requirements of Section 12990 of the Government Code and its implementing regulations.

10. The Contractor shall not use the nondiscrimination standards to discriminate against any person because of race, color, religious creed, sex, national origin, ancestry, disability (including HIV and AIDS), medical condition (cancer), age, marital status, or denial of family and medical care leave and denial of pregnancy disability leave.
11. The Contractor shall not enter into any subcontract with any person or firm decertified from state contracts pursuant to Government Code Section 12990.
12. The contractor shall carry out such sanctions and penalties for violation of these specification and the nondiscrimination clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Government Code Section 12990 and its implementing regulations by the awarding agency. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Government Code Section 12990.
13. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company equal employment opportunity policy is being carried out, to submit reports relating to the provisions hereof as may be required by OCP and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status, (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in any easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.

EXHIBIT H





DESCRIPTION

SALINAS Field Office

DATE

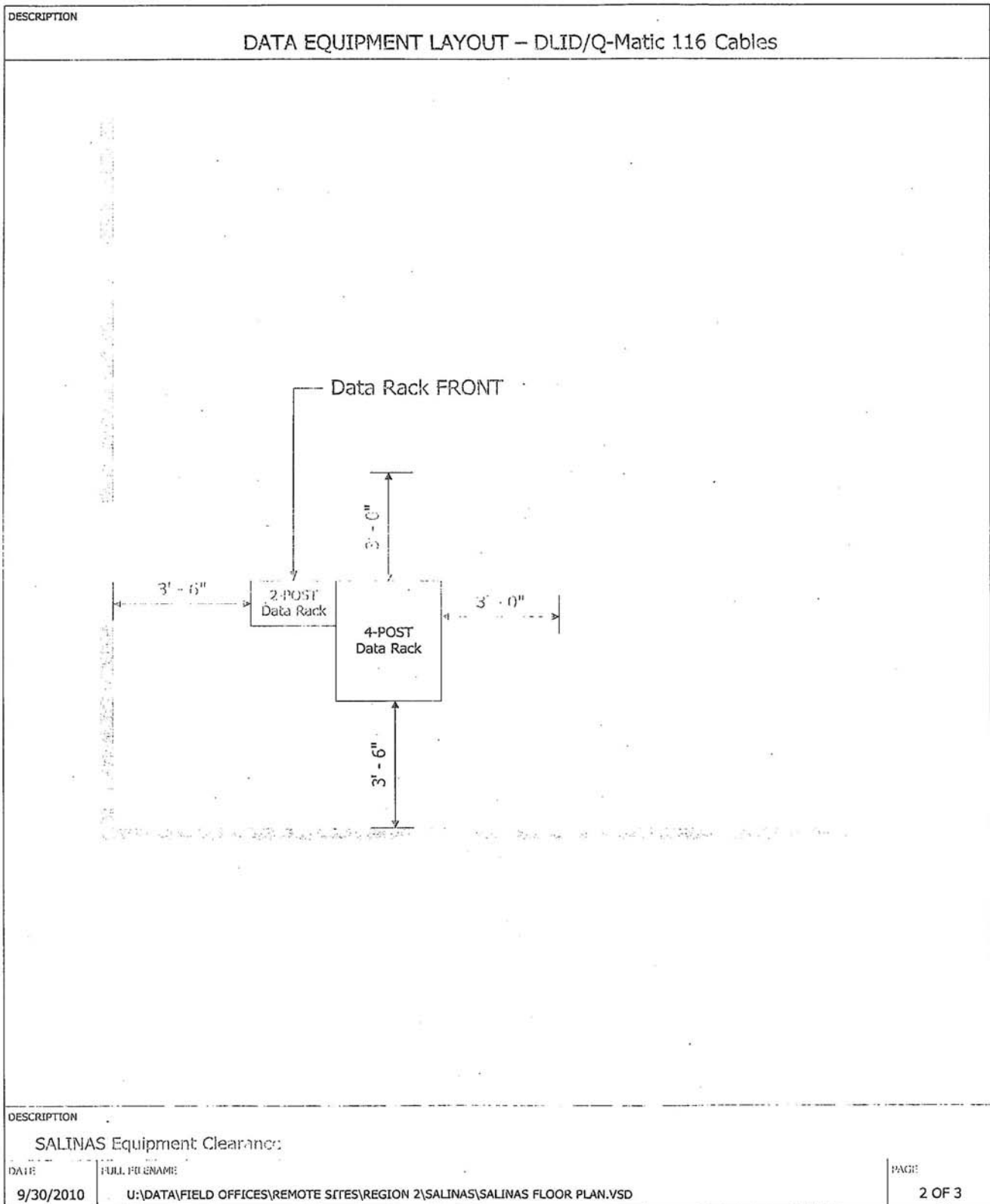
9/9/2011

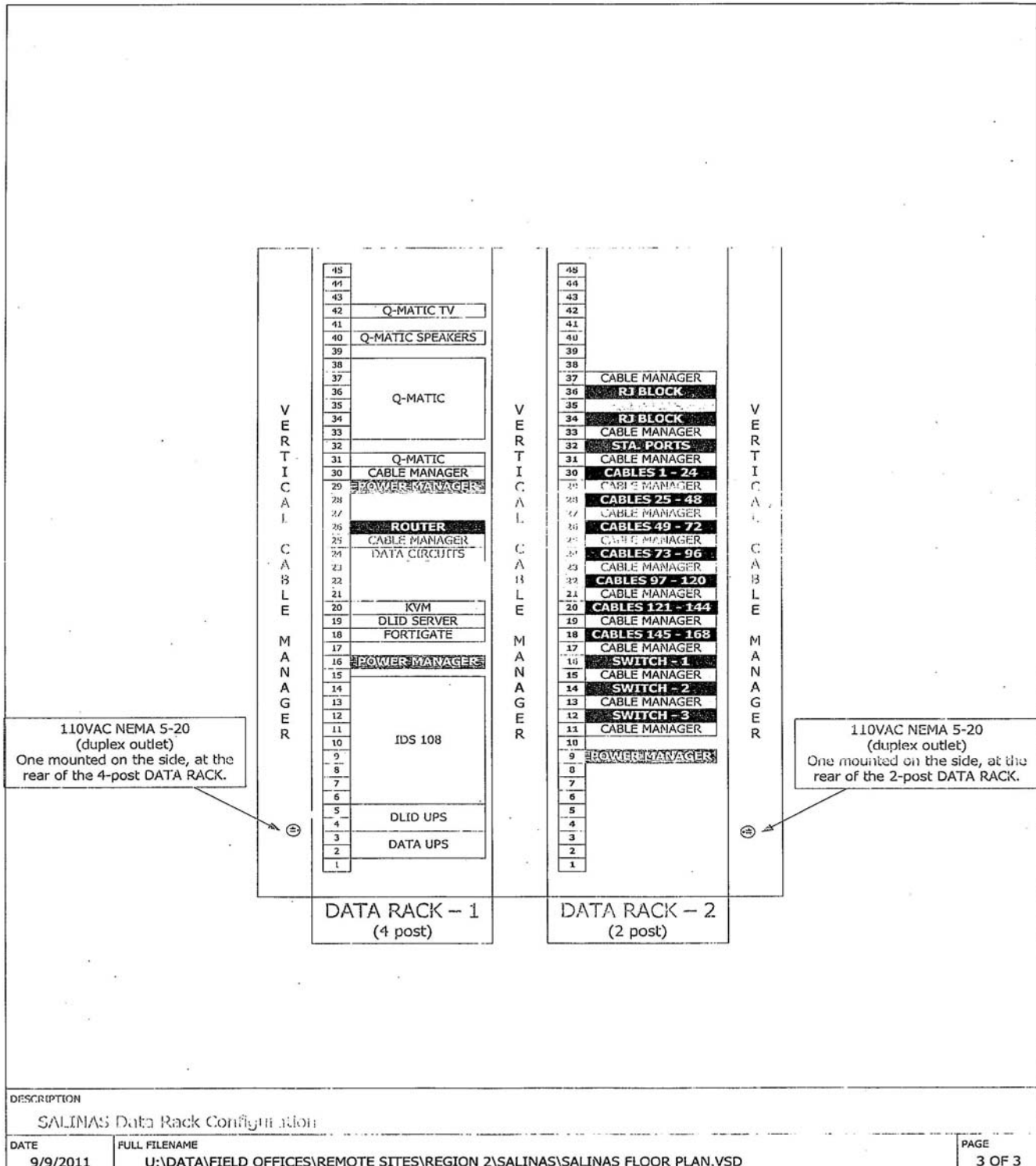
FULL FILENAME

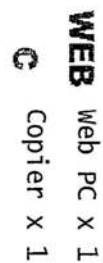
U:\DATA\FIELD OFFICES\REMOTE SITES\REGION 2\SALINAS\SALINAS FLOOR PLAN.VSD

PAGE

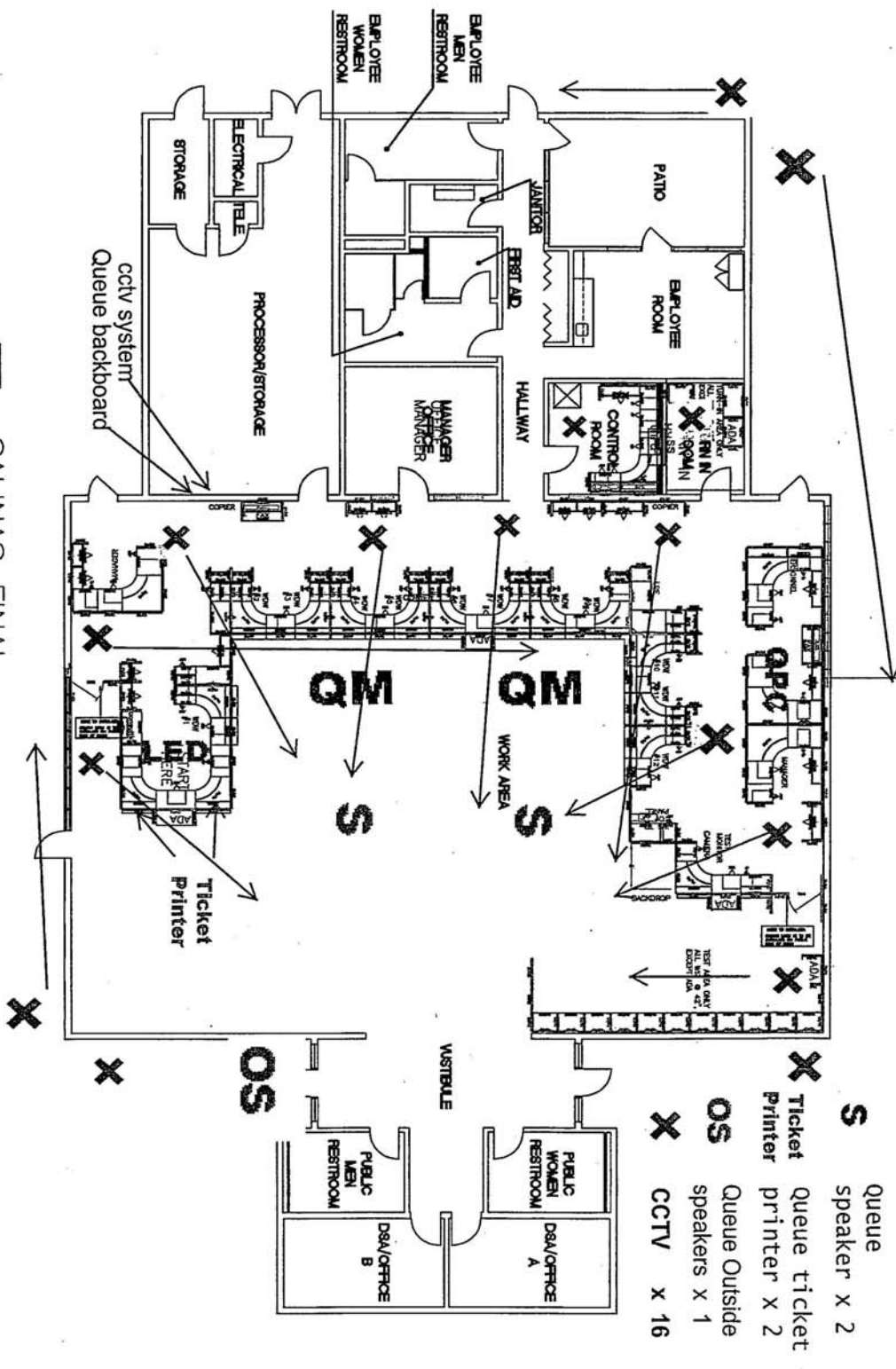
1 OF 3







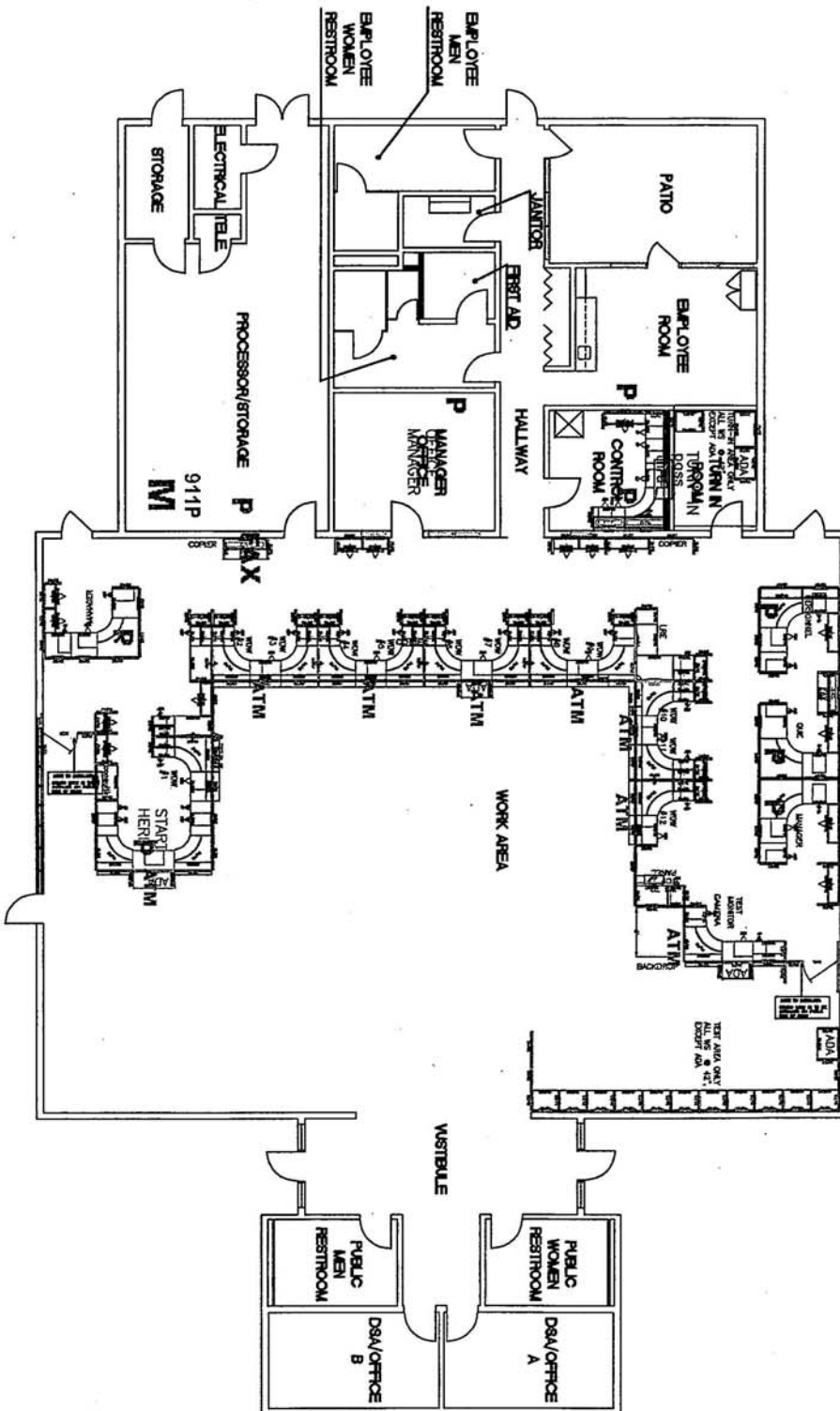
DROP COUNT= 125 Total



260 E. Laurel Drive 93906

NOT TO SCALE

P Phones x 9
ATM ATM x 9
FAX Fax x 1



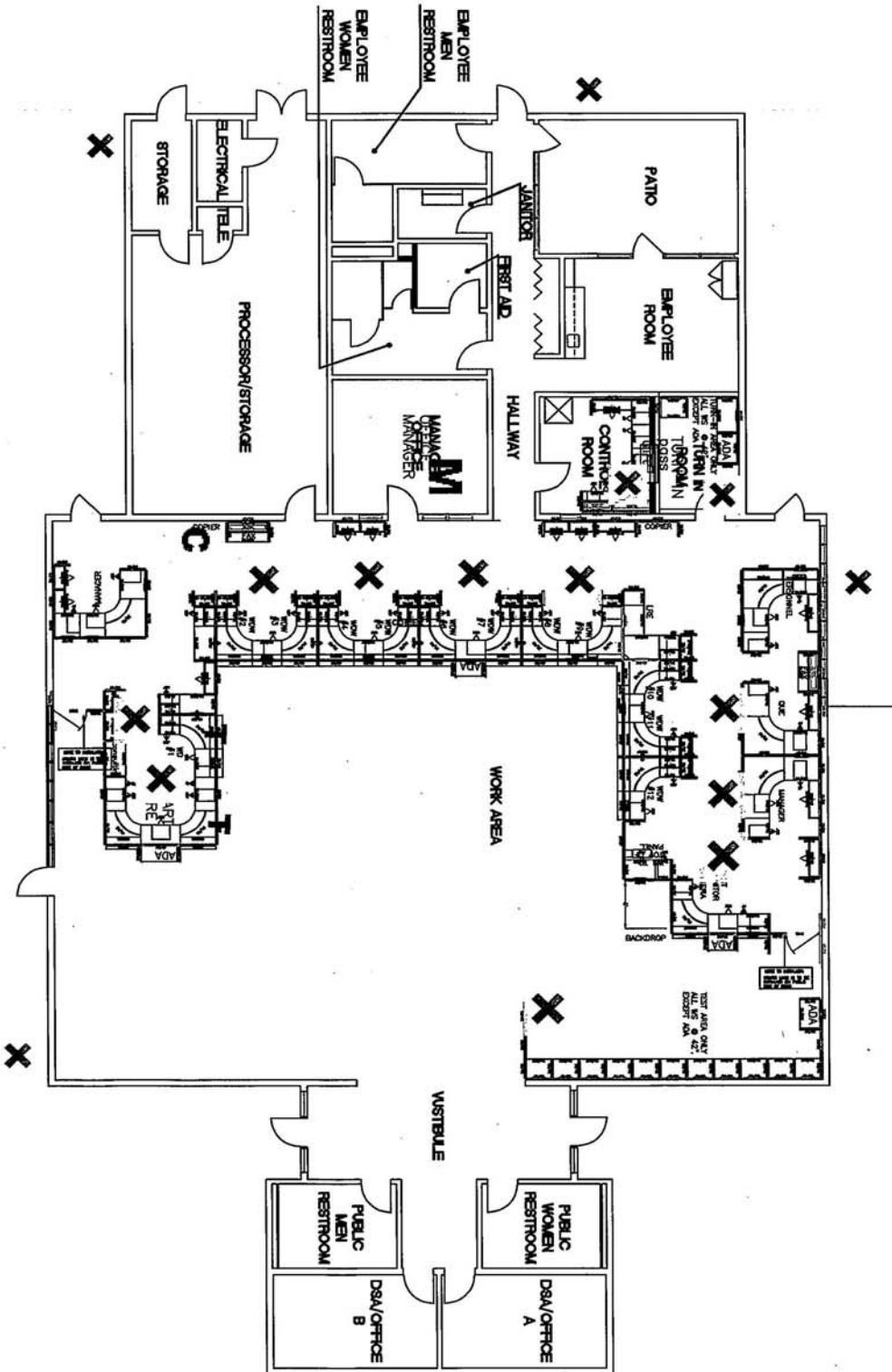
SALINAS FINAL

260 E. Laurel Drive 93906

NOT TO SCALE

S:\Projects ASD-SP\Moses\SALINAS\Salinas\FINAL.dwg 12/15/2010 12:43:30 PM, MWDSMB

X CCTV Cameras x 16
M CCTV Monitors x 1



SALINAS FINAL
260 E. Laurel Drive 93906
NOT TO SCALE

5: \Projects ASD-SP\ Moses\ SALINAS\ Salinas FINAL.dwg, 12/15/2010 12:45:30 PM, MWDSM6