


PURCHASING AUTHORITY PURCHASE ORDER

STD. 65 (REV.03/2020)

		NUMBER OF ITEMS 1	DATE 4/24/20	AMENDMENT NO. 1	PURCHASE ORDER NUMBER TA-19261	
SHIP TO DEPARTMENT OF MOTOR VEHICLES [Redacted]		BILL TO DEPARTMENT OF MOTOR VEHICLES ATTN: ACCOUNTS PAYABLE P O BOX 932382 SACRAMENTO, CA 94232-3820		AGENCY BILLING CODE 51806	PURCHASING AUTHORITY NO. DMV-2740	
				LEVERAGED PROCUREMENT AGREEMENT NUMBER		
				INFORMATION TECHNOLOGY PROJECT IDENTIFICATION NUMBER 2740-184		
TO SUPPLIER ADDRESS noHold, Inc 225 S. Milpitas Blvd MILPITAS, CA 95035				AGENCY OR BUYER INFORMATION		
				AGENCY TRACKING/REQUISITION NUMBER (Optional) ISD19-0182-1		
				AGENCY NAME Motor Vehicles		
				CONTACT NAME Michael Lorden		
				CONTACT E-MAIL ADDRESS MICHAEL.LORDEN@DMV.CA.GOV		
				CONTACT PHONE NUMBER CONTACT FAX NUMBER [Redacted] [Redacted]		
SUPPLIER CONTACT NAME [Redacted]		SUPPLIER PHONE NUMBER [Redacted]		SUPPLIER FAX NUMBER		SUPPLIER E-MAIL ADDRESS [Redacted]
PAYMENT TERMS	CERTIFICATION NUMBER	<input type="checkbox"/> Certified Small Business <input type="checkbox"/> Certified Microbusiness		EXPIRATION DATE	<input type="checkbox"/> Certified DVBE	
SHIPPING INSTRUCTIONS	REQUIRED DELIVERY DATE	<input type="checkbox"/> F.O.B. Destination FRT. PPD <input type="checkbox"/> F.O.B. Destination FRT. PPD/ADD Freight not to exceed cost stated on P.O. <input type="checkbox"/> F.O.B. ORIGIN		CITY OF ORIGIN	STATE	ZIP CODE
TERMS AND CONDITIONS				TAXABLE SUBTOTAL		
A-1 <input type="checkbox"/> General Provisions are incorporated herein by reference to: <input type="checkbox"/> Form GSPD - 401 Non-IT Commodities Revision Date _____ <input type="checkbox"/> OR Form GSPD - 401IT Revision Date 014 <input type="checkbox"/> Attached OR <input type="checkbox"/> Published at www.dgs.ca.gov/pd				TAX RATE 8.75		
A-2 <input type="checkbox"/> This order is issued under a Department of General Services (DGS) Leveraged Procurement Agreement (LPA). Terms and Conditions set forth in that agreement (LPA number referenced in the block titled Leveraged Procurement Agreement No.) are incorporated herein by reference as if set forth in full text.				SALES TAX \$0.00		
B <input type="checkbox"/> Agency Special Provisions are attached and titled _____				INSTALLATION		
C <input checked="" type="checkbox"/> Any other attachments, such as specifications, Statement of Work, or Information Technology Model Language Modules, are identified in the product or services description area or on continuation pages.				SHIPPING FREIGHT		
				OTHER NON-TAXABLE \$80,000.00		
				GRAND TOTAL \$80,000.00		
PROCUREMENT METHODS						
<input type="checkbox"/> COMPETITIVE Solicitation Number (if applicable) _____ <input type="checkbox"/> LEVERAGED <input type="checkbox"/> DVBE/SMALL BUSINESS [GC 14838.5(a)] <input checked="" type="checkbox"/> NON-COMPETITIVELY BID <input type="checkbox"/> EXEMPT						
PROGRAM / CATEGORY (Code / Title) Clearing Account		FUND TITLE 0044	VERIFIED NO STATE SURPLUS AVAILABLE <input type="checkbox"/> YES <input type="checkbox"/> NO		PAID BY CAL-CARD <input type="checkbox"/> YES <input type="checkbox"/> NO	
ITEM 2740-001-0044	CHAPTER 23	STATUTE 2019	FISCAL YEAR 19/20	OBJECT OF EXPENDITURE (Code and Title) 0807 4325	<input checked="" type="checkbox"/> Original Equipment <input type="checkbox"/> Operating Expense	
CERTIFICATION AND APPROVAL OF EXECUTIVE OFFICER			UNENCUMBERED REMAINDER AFTER POSTING THIS ORDER TO ALLOTMENT EXPENDITURE LEDGER			
I HEREBY CERTIFY, on personal knowledge, that this order for purchasing the items specified below is issued in accordance with the procedure prescribed by law governing the purchase of such items for the State of California; and that all such legal requirements have been fully complied with.			ADJUSTMENT INCREASING ENCUMBRANCES			
			ADJUSTMENT DECREASING ENCUMBRANCES			
			CERTIFIED CORRECT SIGNATURE			
AUTHORIZING NAME Debbie Casey, Chief, Business Management Branch		AUTHORIZING TITLE		SYSTEM ENCUMBERED		
AUTHORIZING SIGNATURE 						
ITEM NUMBER	QUANTITY	UNIT	UNSPSC	RECYCLED PRODUCT	PRODUCT OR SERVICE DESCRIPTION	EXTENSION TOTAL
1	1	Lot			Amendment 1 - adds quantity 400 of Part# MH00020 at \$200 per hour; in addition, adds Attachment 1 (federal provisions) since this is a COVID-19 emergency contract - all other terms and conditions remain the same 0807 4325 19/20 \$246,000 Original	\$80,000.00

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ITEM NUMBER	QUANTITY	UNIT	UNSPSC	RECYCLED PRODUCT	PRODUCT OR SERVICE DESCRIPTION	CATEGORY	UNIT PRICE	EXTENSION TOTAL
					0807 4325 19/20 \$ 80,000 Amd 1 Total Adjusted Amount \$326,000			



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1. REMEDIES (if contract is \$250,000 or more)

- a. Standard. Contracts for more than the simplified acquisition threshold, currently set at \$250,000, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II(A).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

2. TERMINATION FOR CAUSE AND CONVENIENCE (if contract is over \$10,000)

- a. Standard. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT (over \$150,000)Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the CA DMV and understands and agrees that the CA DMV will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.



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Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the CA DMV and understands and agrees that the CA DMV will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

4. DEBARMENT AND SUSPENSIONSuspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by CA DMV. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to CA DMV, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer.

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The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

5. BYRD ANTI-LOBBYING AMENDMENT (all but certification is for over \$100,000)

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

- a. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

By signing the quote/offer sheet, the vendor certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding
2. of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.



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3. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
4. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

6. PROCUREMENT OF RECOVERED MATERIALS (if purchase contains physical items)

- i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 2. Meeting contract performance requirements; or
 3. At a reasonable price.
- ii. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."