

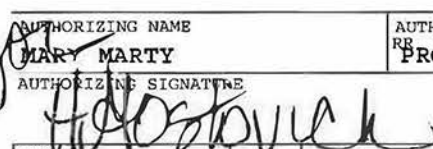
| | | | | | |
|---|--|---|--------------------|--|--------------------------------------|
| DEPARTMENT OF MOTOR VEHICLES SHIP TO | | ATTN: ACCOUNTS PAYABLE DEPARTMENT OF MOTOR VEHICLES BILL TO PO BOX 932382 SACRAMENTO, CA 94232-3820 | DATE 05/06/2020 | AMENDMENT NO. 0 | PURCHASE ORDER NUMBER P-190630 |
| | | | | AGENCY BILLING CODE 51806 | PURCHASING AUTHORITY NO. DMV-2740 |
| | | | | LEVERAGED PROCUREMENT AGREEMENT NUMBER | |
| | | | | INFORMATION TECHNOLOGY PROJECT IDENTIFICATION NUMBER | |

| | | |
|---------------------------|--|---|
| TO SUPPLIER ADDRESS | VALUE BUSINESS PRODUCTS INCORPORATED 16175 MONTEREY ROAD MORGAN HILL, CA 95037 | AGENCY OR BUYER INFORMATION |
| | | AGENCY TRACKING/REQUISITION NUMBER (Optional) FOD20-0233 |
| | | AGENCY NAME Department of Motor Vehicles |
| | | CONTACT NAME SWANSON, SAMANTHA A |
| | | CONTACT E-MAIL ADDRESS Samantha.Swanson@dmv.ca.gov |
| | | CONTACT PHONE NUMBER ER |

| | | | | | | | |
|-------------------------|-------------------------------|--|---|--|----------------|---|-----------------|
| SUPPLIER CONTACT NAME | | SUPPLIER PHONE NUMBER | | SUPPLIER FAX NUMBER | | SUPPLIER E-MAIL ADDRESS | |
| PAYMENT TERMS NET 45 | CERTIFICATION NUMBER 25415 | <input checked="" type="checkbox"/> Certified Small Business | <input checked="" type="checkbox"/> Certified Microbusiness | EXPIRATION DATE 30-NOV-2021 | | <input type="checkbox"/> Certified DVBE | EXPIRATION DATE |
| SHIPPING INSTRUCTIONS | REQUIRED DELIVERY DATE | <input checked="" 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 |

| | | | | | |
|---|--|-----------------------------|--|-------------------------------|--|
| A-1 <input checked="" type="checkbox"/> General Provisions are incorporated herein by reference to: | | <u>TERMS AND CONDITIONS</u> | | TAXABLE SUBTOTAL \$310,000.00 | |
| <input checked="" type="checkbox"/> Form GSPD-401Non-IT Commodities Revision Date: 08-JUN-2010 OR <input type="checkbox"/> Form GSPD-401IT Revision Date: | | | | TAX RATE 7.75% | |
| <input type="checkbox"/> Attached OR <input checked="" type="checkbox"/> Published at: www.dgs.ca.gov/pd | | | | SALES TAX \$24,025.00 | |
| 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. | | | | INSTALLATION | |
| B <input type="checkbox"/> Agency Special Provisions are attached and titled | | | | SHIPPING FREIGHT | |
| C <input 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. | | | | OTHER NON-TAXABLE | |
| | | | | GRAND TOTAL \$334,025.00 | |

| | | | | | | | |
|---|---------------|------------------------------------|----------------------|---|--|--|--|
| <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 BIDD <input type="checkbox"/> EXEMPT | |
| PROGRAM/CATEGORY (Code and 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 checked="" type="checkbox"/> NO | |
| ITEM 2740-001-0044 | CHAPTER 23 | STATUTE 2019 | FISCAL YEAR 19/20 | OBJECT OF EXPENDITURE (Code and Title) 0044-0438-93448-2019 | | <input checked="" type="checkbox"/> Original Equipment <input type="checkbox"/> Operating Expense | |

| | | | | | |
|--|--|--|--|---|--|
| <u>CERTIFICATION AND APPROVAL OF EXECUTIVE OFFICER</u> | | | | 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 | |
| AUTHORIZING NAME MARY MARTY | | | | AUTHORIZING TITLE PROCUREMENT MANAGER | |
| AUTHORIZING SIGNATURE  | | | | ADJUSTMENT DECREASING ENCUMBRANCES | |
| | | | | CERTIFIED CORRECT SIGNATURE SYSTEM ENCUMBERED | |

| ITEM NUMBER | QUANTITY | UNIT | UNSPSC | RECYCLED PRODUCT | PRODUCT OR SERVICE DESCRIPTION | CATEGORY | UNIT PRICE | EXTENSION TOTAL |
|-------------|----------|------|----------|------------------|--|----------|------------|-----------------|
| 1 | 500000 | EA | 42131606 | | 9-2-202S DISPOSABLE FACE MASK, ITEM #YCDM ***SEE NEXT PAGE FOR DELIVERY INSTRUCTIONS*** ***SEE ATTACHED FEMA REQUIRED CONTRACT PROVISIONS*** | TAXABLE | .62 | 310,000.00 |

PURCHASING AUTHORITY PURCHASE ORDER

STD. 65 (REV. 10/2019)

Text Attachments

| | | |
|------------|---------------|-----------------------|
| DATE | AMENDMENT NO. | PURCHASE ORDER NUMBER |
| 05/06/2020 | 0 | P-190630 |

SHORT TEXT ATTACHED

*****SPECIAL DELIVERY INSTRUCTIONS*****

- 1) EACH PALLET MUST BE LABELED WITH STOCK ITEM NUMBER 9-2-202S, PURCHASE ORDER NUMBER P-190630 AND QUANTITY PER PALLET
- 2) DMV STOCK NUMBER 9-2-202S AND QUANTITY PER CARTON MUST BE LABELED ON ALL SHIPPING CARTONS
- 3) MUST CALL [REDACTED] TO SCHEDULE A DELIVERY APPOINTMENT. APPOINTMENTS ARE SCHEDULED ON A FIRST COME FIRST SERVE BASIS AND MAY TAKE UP TO 10 BUSINESS DAYS, SO PLEASE PLAN ACCORDINGLY.
- 4) NON COMPLIANCE WITH ALL BID SPECIFICATIONS COULD RESULT IN DELIVERY REFUSAL.



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REQUIRED CONTRACT PROVISIONS

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.



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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.

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 SUSPENSION

Suspension 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.



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- (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. 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 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



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Federal contract, grant, loan, or cooperative agreement.

2. 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.
3. 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."