

		DATE 04/22/2020		AMENDMENT NO. 0	PURCHASE ORDER NUMBER TA-19294			
SHIP TO DEPARTMENT OF MOTOR VEHICLES [REDACTED]		ATTN: ACCOUNTS PAYABLE DEPARTMENT OF MOTOR VEHICLES BILL TO PO BOX 932382 SACRAMENTO, CA 94232-3820		AGENCY BILLING CODE 51806	PURCHASING AUTHORITY NO. DMV-2740			
				LEVERAGED PROCUREMENT AGREEMENT NUMBER SLP-19-70-0236C	INFORMATION TECHNOLOGY PROJECT IDENTIFICATION NUMBER			
				AGENCY OR BUYER INFORMATION				
TO SUPPLIER ADDRESS FARO CONSULTING & SOLUTIONS LLC PO BOX 2511 GRANITE BAY, CA 95746				AGENCY TRACKING/REQUISITION NUMBER (Optional) EXE19-0109				
				AGENCY NAME Department of Motor Vehicles				
				CONTACT NAME GONZALEZ JR, RAFAEL				
				CONTACT E-MAIL ADDRESS Rafael.Gonzalez@dmv.ca.gov				
				CONTACT PHONE NUMBER [REDACTED]	CONTACT FAX NUMBER [REDACTED]			
SUPPLIER CONTACT NAME [REDACTED]		SUPPLIER PHONE NUMBER [REDACTED]		SUPPLIER E-MAIL ADDRESS [REDACTED]				
PAYMENT TERMS Statement of Work		CERTIFICATION NUMBER 48670		Certified Small Business <input checked="" type="checkbox"/>	Certified Microbusiness <input checked="" type="checkbox"/>			
EXPIRATION DATE 31-OCT-2021				EXPIRATION DATE 31-OCT-2021				
SHIPPING INSTRUCTIONS		REQUIRED DELIVERY DATE <input checked="" type="checkbox"/> F.O.B. Destination FRT.FPD		F.O.B. Destination FRT.FPD/ADD Freight not to exceed cost stated on P.O.	F.O.B. ORIGIN			
				CITY OF ORIGIN				
				STATE	ZIP CODE			
A-1 <input type="checkbox"/> General Provisions are incorporated herein by reference to: <input type="checkbox"/> Form GSPD-401Non-IT Commodities Revision Date: OR <input type="checkbox"/> Form GSPD-401IT Revision Date: <input type="checkbox"/> Attached OR <input type="checkbox"/> Published at: www.dgs.ca.gov/pd								
A-2 <input checked="" 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.								
B <input type="checkbox"/> Agency Special Provisions are attached and titled _____								
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.								
TERMS AND CONDITIONS								
TAXABLE SUBTOTAL								
TAX RATE %								
SALES TAX								
INSTALLATION								
SHIPPING FREIGHT								
OTHER NON-TAXABLE \$509,250.00								
GRAND TOTAL \$509,250.00								
PROCUREMENT METHODS								
<input type="checkbox"/> COMPETITIVE: Solicitation Number (if applicable) <input checked="" 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 and Title) Clearing Account		FUND TITLE 0044		VERIFIED NO STATE SURPLUS AVAILABLE <input type="checkbox"/> YES <input type="checkbox"/> NO <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) 0044-0011-94182-2019				
UNENCUMBERED REMAINDER AFTER POSTING THIS ORDER TO ALLOTMENT EXPENDITURE LEDGER								
ADJUSTMENT INCREASING ENCUMBRANCES								
AUTORIZING NAME <i>Debbie Casey</i>		AUTORIZING TITLE MANAGER IT ACQUISITIONS		ADJUSTMENT DECREASING ENCUMBRANCES				
AUTORIZING SIGNATURE <i>Debbie Casey</i>				CERTIFIED CORRECT SIGNATURE SYSTEM ENCUMBERED				
ITEM NUMBER	QUANTITY	UNIT	UNSPSC	RECYCLED PRODUCT	PRODUCT OR SERVICE DESCRIPTION	CATEGORY	UNIT PRICE	EXTENSION TOTAL
1	509250	EA	80101507		SIMPLIGOV WORKFLOW AND IMPLEMENTATION SERVICES AS DESCRIBED IN ATTACHED EXHIBITS A, B, C, D, E, F, G and H TERM: 4/23/2020 TO 4/22/2021	SERVICES	1.00	509,250.00

A. BACKGROUND

The California Department of Motor Vehicles (DMV) implemented the Virtual Field Office (VFO) to provide a new channel for customers to complete their transaction without visiting a DMV office, amid the COVID-19 outbreak. VFO allow for title transfer and vehicle registration renewals, and potential future transactions such as commercial driver license renewals, temporary driver license extension, duplicate title, etc.

The DMV also seeks to automate paper based application processes to increase efficiency and effectiveness; improve processing throughput; provide better customer service; and reduce errors and delays. This involves developing an online workflow with eSignatures and online payment processing and integrating new automated processes with an existing Oracle-based system. Business processes identified for automation include Motor Carrier Permit Renewals, Occupational Licensing Renewals, SR-1 Report, Lien Sales, Employee Pull Notice Program, Autonomous Vehicle Testing Permit, etc.

B. CONTRACT DESCRIPTION AND SCOPE

The Contractor will provide implementation and configuration of SimpliGov Platform. The Contractor will also provide professional services to mentor DMV personnel in the use and maintenance of the SimpliGov application; as well as designated testing, training and support.

C. CONTRACT TERM

The period of performance for this contract shall not exceed 12 months. The Term of this Agreement may be amended to clarify the first and last day of the 12 month subscription(s) in accordance with Exhibit E, Cost Data Sheet. This amendment will not be required to follow the Non-Competitive Bid (NCB) process.

D. CONTRACTOR STAFFING

1. The Contractor is fully responsible for all necessary staffing resources to successfully complete the work, within the agreed upon schedule, in compliance with the standards set forth in this Contract.
2. The Contractor, in the performance of work for this contract, shall provide Contractor staff resources who will perform the following roles:
 - a. SimpliGov Engineer – Provide software implementation and support for multiple large-scale projects that cross-cut multiple specialization and product development areas.

- b. SimpliGov Senior Engineer- Provides technical or scientific and project support for multiple large-scale software implementation projects that cross-cut multiple specialization and product development areas.
3. The Contractor, in the performance of the work for this contract, shall provide staff resources possessing the following experience for each required roles:

a. SimpliGov Senior Engineer
1. Experience with SimpliGov (SGAP) Application development, preferably certified SimpliGov (SGAP) developer.
2. At least two (2) years development experience with: A. Integration experience using, but not limited, to various web services technologies including RESTful and SOAP B. Working with a team of developers and analysts
3. Able to demonstrate expertise in HTML, CSS and/or other web application development technologies
b. SimpliGov Engineer
1. Experience with SimpliGov (SGAP) Application development, preferably certified SimpliGov (SGAP) developer
2. At least 1.5 years development experience with: A. Integration experience using, but not limited, to various web services technologies including RESTful and SOAP B. Working with a team of developers and analysts
3. Able to demonstrate expertise in HTML, CSS and/or other web application development technologies

4. The Contractor may choose whether to meet the following desirable qualifications for each role:

a. SimpliGov Senior Engineer
1. Familiarity with the following skills: A. Contemporary project management methodologies including Waterfall and Agile B. Three-tier web application infrastructure and security including, but not limited to, SSL/TCP, TLS, Firewall Whitelisting etc.

- | |
|--|
| 2. Extensive knowledge and experience in designing complex of SimpliGov Application forms and workflows |
| 3. Extensive knowledge and experience in SimpliGov API endpoints and third party web service (SOAP/REST) development and integration |
| <p style="text-align: center;">b. SimpliGov Engineer</p> <p>1. Familiarity with the following skills:</p> <p>A. Contemporary project management methodologies including Waterfall and Agile</p> <p>B. Three-tier web application infrastructure and security including, but not limited to, SSL/TCP, TLS, Firewall Whitelisting etc.</p> <p>2. Extensive knowledge and experience in designing complex of SimpliGov Application forms and workflows</p> <p>3. Extensive knowledge and experience in SimpliGov API endpoints and third party web service (SOAP/REST) development and integration</p> |
| 5. Contractor may designate a single individual to perform more than one of the roles listed in #2 above if the individual meets the qualifications of the assigned roles specified in #3 above. Additionally, more than one individual may be identified for each role, if each individual meets the qualifications of the assigned roles specified in #3 above. |
- E. CONTRACTOR'S RESPONSIBILITIES**
1. The Contractor shall prepare all deliverables, where applicable, in accordance with the State's, and DMV's, applicable business and information technology documentation standards and requirements, including format and content, which include a minimum: Windows 7, Microsoft Project 2010 or greater, Word 2016, Excel 2016, Visio 2016, and PowerPoint 2016.
 2. The Contractor shall maintain open and frequent communication as necessary with all applicable DMV Project participants, including the Project Sponsor(s), Project Director, Project Manager and other DMV staff and Vendors. If requested, the Contractor will attend project meetings and periodic briefings for DMV management as indicated by the DMV Contract Manager (refer to Section F.8 for identification of DMV Contract Manager).

3. If the Contractor staff are determined to be part of the conflict of interest program, then the staff listed in this contract shall comply with Government Code 87302 and the Fair Political Practices Commission rules. The Contractor shall not permit its staff to work on this contract unless the staff complies with Government Code 87302 and the Fair Political Practices Commission rules (<http://www.fppc.ca.gov/the-law/fppc-regulations/regulations-index.html>).
4. If the Contractor staff are determined to be part of the conflict of interest program, then staff listed in this contract shall comply with Conflict of Interest Program: Article 12 (commencing with section 11146) of Chapter 1 of Part 1 of Division 3 of Title 2 of the Government Code requires that all consultants in designated conflict of interest (COI) positions attend ethics orientation training within six months of becoming a filer, and at least once during every consecutive period of two calendar years commencing on the first odd-numbered year thereafter. The purpose of the orientation is to familiarize consultants with California's ethics policies in order to help avoid conflict of interest situations. No compensation for completion of the Ethics training or related expenses may be included in this final response.
5. The Contractor's staff listed in this contract shall:
 - a) Complete the DMV's Privacy and Information Security training annually. No compensation for completion of the Ethics training or related expenses may be included in this final response.
 - b) Complete the Department of Motor Vehicles Telework and Remote Access Security Standard Training, upon the request of the DMV and complete the In-Service Training Report (ADM 1360A).
 - c) Review Exhibit G, Statement Regarding Confidentiality and Security of DMV Information, and return a signed Exhibit G, Acknowledgment of Confidentiality to the DMV, prior to commencement of work on this contract. Contractor shall remove from assignment to perform services authorized by this contract any and all staff who violate DMV's Confidentiality Statement immediately upon notice of such known or reasonably suspected violation.
 - d) Submit a signed hardcopy of Exhibit G, DMV's Acceptable Use Statement that explains the DMV's Information Security Policy, before beginning work on this contract and annually thereafter.

6. The Contractor Official responsible for overseeing completion of services, approval of DEDs and Deliverable Acceptance Documents (DAD), approval of invoices, approval of Personnel Change Orders (PCO), and to whom all communications relative to those services be addressed is:
Name: [REDACTED]
Phone Number: [REDACTED]
Email: [REDACTED]
7. The Contractor will not begin work on a deliverable until the DMV (DMV IT Acquisitions Manager, DMV Contract Manager) and the Contractor Official have approved the deliverable's DED.
8. The Contractor shall work with the DMV Contract Manager, Project Sponsors and Core Team throughout the term of this contract to obtain input, review, and approval.
9. The Contractor's staff listed in this contract must undergo and clear a background check prior to that individual commencing any work under this contract, except as specifically agreed to otherwise by the DMV Contract Manager. The background check must be processed by an authorized Department of Justice Live scan site. Failure of the proposed staff to pass the background check will ban that individual from commencing any work under this contract and the Contractor must propose a replacement staff person.
10. All tasks associated with this agreement may be worked on remotely with DMV agreement in writing, however if access is needed to DMV's non-production and production systems to complete a task, the Contractor must be on-site at DMV's Headquarter campus (2415 1st Avenue, Sacramento, CA 95818). Contractor personnel shall perform their duties on the premises of the DMV Headquarters, during DMV's regular workdays and normal work hours, as determined by the DMV Contract Manager, except as specifically agreed to otherwise by the DMV Contract Manager. There will be no increase in hourly rates for extended hours or days.
11. The Contractor shall adhere to the requirements listed on Exhibit H, Requirements and Exhibit I, Information Security and Privacy Provisions. The Contractor shall keep all soft and hardcopy assessment data confidential, all of which shall become the property of DMV. All confidential documents must be stored within DMV. Materials and information regarding DMV cannot be used or discussed outside of DMV without the express written authorization of the DMV Executive Management.

12. The Contractor will notify the DMV Contract Manager at least ten (10) business days in advance of any required visits to any DMV facility and/or a DMV field office. On-site visits must be conducted during normal working hours, Monday through Friday, 8:00 am to 5:00 pm Pacific Time, except State holidays.
13. The Contractor will respond within 4 hours to written emails or calls from the DMV Contract Manager within normal DMV working hours.
14. The Contractor shall meet all time-lines, personnel resources, and costs, as agreed to in this Contract and approved DED(s).
15. The Contractor's staff listed in this contract must have legal authority to work in the United States during the term of the entire contract, except as specifically agreed to otherwise in writing by the DMV Contract Manager.
16. The Contractor shall submit to the DMV Contract manager its Business Continuity and Data Recovery Plans. The Contractor represents and warrants that it has a detailed written plan to address the situation in which there is any incident or event affecting the security, integrity or existence of any and all data, in whatever form, including Confidential Information specified in Exhibit H, that is in the possession or control of the Contractor and is needed to fulfill the Contractor's obligation under this Contract. Contractor further represents and warrants that such plan includes industry standard practices such as daily copying of digitalized data (24 hour backup). In addition, the Contractor represents and warrants that it has a detailed written plan to address the situation in which there is any incident or event that makes it commercially impossible for the Contractor to continue to fulfill its obligations under this contract for a period of more than 72 (seventy-two) hours, and that such plan includes specific steps for the resumption of the performance of the Contractor's obligation under this Contract. Contractor agrees to provide DMV with a copy of both plans no later than 15 (fifteen) business days after commencement of this Contract.

F. DMV'S RESPONSIBILITIES

1. Provide and schedule DMV IT and business personnel to assist in the effort as defined in this Contract.
2. Provide Contractor staff access to DMV's development and testing environments to perform work required in this Contract.
3. Provide access to business and technical documentation as necessary for the Contractor to complete the tasks identified under this Contract.

4. Provide access to the DMV staff, management, offices and operation areas as required to complete the tasks defined under this Contract.
5. Provide the Contractor personnel with normal office working facilities and equipment.
6. If needed, invite the Contractor to appropriate project meetings.
7. Provide the Contractor with requested information necessary to clarify any services and facilitate Field Office visits, if required.
8. The DMV Contract Manager responsible for overseeing the Contractor's performance, the Contractor's completion of requested services, approval of the DED(s), DAD(s), PCO(s), and invoices, and to whom all communications relative to those services be addressed is:

Name: [REDACTED]

Phone Number: [REDACTED]

Email: [REDACTED]

9. The DMV Contract Manager is responsible for forwarding approved invoice(s), the related DED, DAD, the deliverable(s), and status reports to the Information Technology (IT) Acquisitions Unit for auditing purposes.
10. The DMV will be responsible for software license costs associated with applications for DMV users only.
11. The DMV will be responsible for:
 - a. System and Integration Testing
 - b. Veracode Testing
 - c. User Acceptance Testing
 - d. End User Training
12. Provide computer to contract staff who need to access DMV network and environment.

G. CONTRACTOR TASKS

The Contractor shall provide all work specified in the table below. As specific tasks and deliverables are identified, DMV and the Contractor will execute a DED in accordance with the DED process described in Section H of this SOW. Prior to submission of each completed work item, the Contractor shall provide on sight walk- through/review sessions with the DMV work team. Walk through will be considered complete when the DMV work team has a good understanding of the work executed.

1. SimpliGov Platform Functionality

The Contractor shall:

- a. Configure the SimpliGov application system to develop workflow(s) in English and/or Spanish.
- b. Configure the SimpliGov system to create online forms in English and/or Spanish.
- c. Enable external users to submit forms and attached documentation electronically.
- d. Enable external users to make online payments using credit card, debit card or EFT and submit the payments electronically.
- e. Enable external users to make edits and corrections to submissions electronically.
- f. Ability to attach supporting documents and photos.
- g. Ability to generate an e-signed workflow for selected business area.
- h. Ability for the system to generate a unique transaction number for each submission.
- i. Ability for external users to create an account and submit a request. The user should have the ability to return to the workflow request to view the status of their submission.
- j. Ability for external user to submit anonymously, with the ability to save progress and return to the pending form via a unique URL. The user may receive workflow email notifications with status updates for their submission.
- k. Allow data and document (attachments and generated forms) access from SimpliGov form submissions to DMV robotic process automation processes for electronic transfer of information as close to real-time as reasonable possible.
- l. Dashboard for internal staff to view all submitted forms, documents and payment status information.
- m. Workflow-Dashboard Analytics. Ability to view data and metadata about the application form submissions. Analytics on the number of submissions, types, approvals, rejections and fees collected.
- n. Single Sign On Integration with Azure Active Directory identity management
- o. Integration with Elevon online payment vendor.

2. Work Management

The Contractor shall:

- a. Participate in a kick off meeting with key project stakeholders to discuss project objectives, deliverables and schedule.
- b. Participate in requirements validation sessions with DMV staff. The Contractor shall review the business system requirements and work with DMV staff to validate, identify gaps and make recommendations for the requirements.
- c. Participate in regular progress meetings, provide status reports including accomplishments, current risks/issues, and submit updated work plans as changes occur.
- d. Provide recommendations to perform system changes, including the staff and required contractor hours.

3. System Design

- a. Contractor shall provide system documentation detailing the system configuration and methods for integrating SimpliGov with DMV systems
- b. Contractor shall be responsible to provide the field size and data type for any fields deemed to be required to add to existing Oracle tables.
- c. DMV staff shall be responsible for creating Robotic Process Automation processes.
- d. DMV staff shall be responsible for making any changes needed on the existing DMV applications for system function.
- e. DMV staff shall be responsible for updating the architecture of the legacy tables.
- f. DMV and Contractor shall agree upon intermittent workflow configuration review sessions. At these review sessions, Contractor shall provide a walk-through of the configured workflow and allow DMV an opportunity to validate.
- g. Contractor shall create a development environment to perform configuration development work for the system.
- h. Contractor shall configure SimpliGov to incorporate the look and feel of the DMV website.
- i. Contractor shall utilize agreed upon third-party applications in the development of this system.
- j. Contractor shall follow software development best practices.
- k. Contractor shall ensure the solution meets National Institute of Standards and Technology (NIST) security standards are met.

4. Testing

Contractor shall be responsible for unit testing all configuration and integration components of the SimpliGov online forms and workflows. DMV will be responsible for User Acceptance Testing (UAT). The Contractor shall:

- a. Perform unit testing
- b. Train the DMV work team on use of the new system before UAT. DMV work team will train the DMV UAT testers.
- c. Deploy the tested business system and all its components to the UAT environment before start of UAT.
- d. Provide support during UAT testing and data validation.
- e. Correct all UAT defects before the system is deployed to production (go-live), unless DMV in writing either waives Contractor's obligation to correct the defect or postpones its correction until after go- live. If the latter (postpone correction), Contractor shall correct the defects at no cost to DMV.

5. Implementation

- a. Create an implementation strategy that lists step-by-step tasks to deploy the SimpliGov online forms and workflows to production.
- b. Guide/support the DMV IT team to deploy the SimpliGov online forms and workflows to DMV's production environment.
- c. Assist DMV with the smoke-test. Once deployed into production but prior to releasing the production system to DMV end-users, DMV will conduct a smoke test of the system using live or test data to validate the production system.
- d. Correct all smoke test defects, at no additional cost to DMV, unless DMV in writing waives Contractor's obligation to correct the defect.
- e. Within the hypercare period after go-live, correct and/or mitigate all UAT defects and smoke test defects postponed for correction until after go- live.

6. Training/Mentoring

- a. Contractor shall provide mentoring and professional services to the DMV IT team to ensure knowledge transfer. The DMV IT staff will work together with the Contractor throughout the lifecycle of this RFO.
- b. Contractor shall train and mentor the DMV IT team to proficiently conduct system configuration and maintenance following final acceptance of all Contractor work. The DMV IT team mentoring shall include training on

building forms, workflow development, testing and debugging, electronic signatures, creating PDFs, web services, version management and workflow deployment in production environment.

- c. After System Design is complete, Contractor shall provide in-person training to DMV IT team at DMV location at 2415 First Avenue, Sacramento, CA 95818.
- d. Contractor shall provide Administrator training materials to guide the DMV IT team.
- e. DMV will collaborate with the Contractor to develop Train the Trainer methods and documents for end user training.

H. Deliverable Expectation Document (DED)

The DED process is as follows:

- 1. All work performed as indicated in Exhibit E, Table 1, Line 1 shall be initiated using the Exhibit B, Deliverable Expectation Document (DED).
- 2. The Contractor will not begin work on a task until the DMV and the Contractor have approved the DED. Each DED will include a description of tasks, deliverables, the number of estimated hours, by role/person, to complete the work and cost.
- 3. All DEDs must be in writing and approved (signed) by the Contractor Contract Official, DMV Contract Manager, and DMV IT Acquisitions Manager prior to the Contractor beginning work specified within the DED.
- 4. The DMV has the right to require the Contractor to stop or suspend work on any previously approved DED.
- 5. The DMV will pay based on the hourly rate in accordance with Exhibit E, Cost Data Sheet, but no more than the agreed amount of hours shown on the DMV approved DED.
- 6. The DED establishes that the DMV and Contractor have a common understanding of the scope, schedule, format, content (depth and breadth), estimated hours per task by staff member, cost, and acceptance criteria of work products required prior to the Contractor beginning work. The DMV and Contractor will define and develop acceptance criteria, including specific, measurable success factors, to be set forth in the DED. The DED details Contractor services required to meet project objectives.

7. Once the DED has been reviewed and accepted, the Contractor and the DMV will sign it. This will constitute acceptance of the DED. The originally approved DED will be retained by the DMV with copies sent to the Contractor.
8. The start of work will occur upon the start date of the DED or upon approval by the DMV IT Acquisitions Manager, whichever occurs later.
9. It is understood and agreed by both parties that all of the terms and conditions of this contract shall remain in force with the inclusion of any such approved DED.
10. If, in the performance of the work, the Contractor determines that the work approved through the DED cannot be accomplished within the estimated work hours, the Contractor will immediately notify the DMV Contract Manager in writing of the Contractor's estimate of the additional hours to complete the work in full. Upon receipt of such notification, the DMV may:
 - a. Alter the scope of the DED, via an approved amendment to the DED, in order to define tasks that can be accomplished within the remaining estimated work hours by issuance of an approved DED amendment, or
 - b. Terminate the DED.
11. The following is a list of required information for the DED. This list is not all inclusive therefore, any additional information deemed relevant to the work identified in the DED should be included. Each DED shall include the following:
 - a. A work description which shall include the purpose, objective, or goals to be undertaken by the Contractor;
 - b. An identification of tasks and any associated work products (deliverable) to be developed by the Contractor;
 - c. Acceptance criteria for the work to be performed/deliverables;
 - d. The name or identification of the Contractor staff to be assigned;
 - e. The Contractor's estimated work hours required to accomplish the purpose, objective or goals;
 - f. The Contractor's billing rates per work hour which shall be in accordance with the rates identified in Exhibit E, Cost Data Sheet; and
 - g. The Contractor's total cost for the DED.

I. DELIVERABLE ACCEPTANCE OR REJECTION

All work shall be submitted to the DMV Contract Manager for review and approval or rejection with the following process:

1. The Contractor will submit each deliverable with level of detail and quality consistent with the DED approved by the DMV.
2. All Deliverables shall be provided in a format compatible with the DMV Project Office standard applications (currently, Microsoft Office 2016). In all cases, the Contractor must verify application compatibility with the DMV Contract Manager prior to creation or delivery of any electronic documentation. Any deviations to these standards must be approved by the DMV Information Systems Division (ISD) and Information Security Office (ISO).
3. Hardcopy deliverables must be on standard paper as appropriate. Electronic versions must be stored in a DMV designated central repository and remain the sole property of the DMV.
4. Payment for tasks performed under this contract shall be by deliverable. It shall be the DMV's sole determination as to whether a deliverable has been successfully completed and is acceptable to the DMV.
5. A signed DAD is required from the DMV Contract Manager before processing an invoice for payment. The DAD must accompany any invoice submitted by the Contractor. Should deficiencies be identified in a deliverable, the DMV and the Contractor will meet to determine what work products are acceptable and the level of effort and strategy for correction of any deficiencies. The DMV may issue a DAD for a portion of the Deliverable. The DMV and the Contractor will document the strategy and level of effort for the Contractor's correction of deficiencies through an amended DED.

J. PAYMENT TERMS AND INVOICING REQUIREMENTS

1. Line #2 Exhibit E, Table 1 will be paid Net 45. A DED/DAD is not required for payment of Line #2.
2. The Contractor may submit an invoice to the DMV but payment will not be issued until the DMV Contract Manager and Contractor Official have approved the DAD as stipulated in the contract.
3. Invoices submitted must reference DAD number and the IT Acquisitions Contract Number (TA-19294) as identified on the Cost Data Sheet.

4. The DMV shall pay the Contractor for each completed deliverable and in no event shall the DMV pay more for a deliverable than the agreed maximum cost for the deliverable as provided in the DAD.
5. The DMV shall not be obligated to pay on an invoice until the status reports required herein are received by the DMV Contract Manager. The department may dispute any invoice that does not comply with these requirements, including requirements for invoices and status reports, and a dispute notice given on that basis shall satisfy the requirements of the California Prompt Payment Act.
6. In the event a deliverable is not completed prior to the contract expiration or termination date, the DMV may pay for partial work completed in accordance with the Information Technology General Provisions referenced in the contractor's Statewide Leverage Procurement Agreement.
7. Project costs related to items such as travel, per diem and travel time to the designated base of operation for the engagement are costs to be included within the contractor rates. DMV shall not pay for such costs as a separate item.
8. Accounts Payable will pay only those invoices approved by the DMV Contract Manager and verified by the IT Acquisitions Unit.
9. Invoices must be submitted to:

Department of Motor Vehicles
P.O. Box 932382
Sacramento, CA 94232-3820
Attn: Accounts Payable M/S E-109

K. REPORTING REQUIREMENTS

1. The Contractor must prepare a monthly written Status Report with the current status and future activities to the DMV's Contract Manager by the 10th working day of each month. This Status Report shall include, but not be limited to the following information:
 - a) A detailed summary of the work completed during the reporting period, including the identity of the person doing the work and the deliverable or task to which the work is attributable;
 - b) A detailed summary of the work planned for the next reporting period including the identity of the person doing the work and the deliverable or task to which the work is attributable;

- c) The status of the overall effort, including all phases and tasks along with percentage of completion;
 - d) Identified areas for short and long term improvements; and
 - e) Identified concerns, risks and issues along with impact to overall project and planned mitigation measures.
2. The DMV will not be obligated to pay for any services provided during a period for which the contractor has not provided the monthly Status Report(s).

L. PERSONNEL REPLACEMENT

1. The Contractor will act as the prime contractor under this contract. In addition to identifying all classifications and personnel proposed to work under this contract, the Contractor must also identify their sub-contractor affiliation as applicable.
2. The DMV reserves the right to require the Contractor to provide replacement staff that meets or exceed the staff qualifications of the staff being replaced.
3. The DMV reserves the right to require the Contractor to provide additional staff that meets or exceed the Staff Qualifications in this SOW. Upon request of the DMV, the Contractor will submit the resume(s) for the additional personnel possessing the experience, which meets or exceeds the Staff Qualification for the requested role. Before services can be rendered, each additional Contractor personnel added to this contract will require approval by DMV in accordance with the PCO process described in paragraph 7 below. An amendment to the contract is not required for Contractor personnel changes
4. The Contractor must notify the DMV's Contract Manager, at least five (5) business days prior to any Contractor personnel being replaced or removed under the terms of this contract and their sub-contractor affiliation as applicable. The Contractor will submit with its notification to the DMV, the resume(s) for the replacement personnel possessing the experience, which meets or exceeds the qualification of the staff being replaced. Before services can be rendered each Contractor personnel replacement will require approval by DMV in accordance with the PCO process described in paragraph 7 below. An amendment to the contract is not required for Contractor personnel changes.

5. The DMV reserves the right, in its sole discretion, to disapprove the continuing assignment of Contractor personnel provided to the DMV under this contract. If the DMV exercises this right, the Contractor must terminate the personnel from the contract within three (3) business days of notice by the DMV. The Contractor must then provide qualified replacement personnel and their resume(s) that meet or exceed the qualifications of the staff being replaced. The Contractor must provide the replacement personnel within five (5) business days of the DMV's notice exercising its rights under this paragraph. Before services can be rendered, each Contractor personnel replacement will require approval by DMV in accordance with the PCO process described in paragraph 7 below. An amendment to the contract is not required for personnel changes.
6. The DMV Contract Manager will review the resumes and approve or reject the additional or replacement personnel. In the event such additional or replacement personnel is disapproved by the DMV Contract Manager, the Contractor shall continue to submit resumes until the DMV Contract Manager approves such additional or replacement personnel. A failure to provide suitable replacement personnel, as determined solely by the DMV, shall constitute a breach of this agreement and shall entitle the DMV, at its sole election, to pursue all of its available legal remedies.
Upon approval of the additional or replacement personnel's resume by the DMV Contract Manager, a PCO must be initiated as follows:
 - a. Contractor personnel changes must be initiated by the Contractor with Exhibit D, Personnel Change Order.
 - b. Each PCO must include the additional or replacement personnel's resume accepted by the DMV Contract Manager.
 - c. The additional or replacement personnel will not begin work on a contract deliverable until the Contractor Official, DMV Contract Manager, DMV IT Acquisitions Analyst, and DMV IT Acquisitions Manager have approved the PCO.
7. The PCO must be initiated when contractor personnel leave the contract (removal of personnel) or are added to the contract (addition or replacement of personnel).
8. Replacement of the DMV Contract Manager and Contractor Official may be completed through the PCO process described above. An amendment to the contract is not required for replacement of the DMV Contract Manager and Contractor Official.

9. All replacement personnel or personnel added to this contract must undergo and pass the Department of Justice background (as outlined in Section E, #9 of this SOW) check prior to that individual commencing any work under this contract.

M. AMENDMENTS

1. Should, during the course of the resulting contract, it become necessary to modify the terms of the Statement of Work (Exhibit A), those modifications may be made by mutual agreement by the contracting parties through a written amendment to the contract. A contract amendment shall not be effective unless in writing and until fully executed by both parties. No oral understanding or agreement not incorporated through the proper contractual process shall be binding on either the Contractor or the DMV. All amendments will follow the rules and regulations set forth by the State Contracting Manual Volume 3.
2. Contractor resources will not be expended, at a cost to the DMV, in excess of the authorized contract cost without written authorization from the DMV, in the form of a written contract amendment. Additionally, a contract amendment is required in the event that additional work is required that both parties agree was unanticipated, is necessary to successfully complete the project, and is within the project scope. All contract amendments are processed utilizing the guidelines of the current rules from the State Contracting Manual Volume 3 and a contractor cannot begin work until they have received a fully executed copy of the written amendment from the DMV Information Technology (IT) Acquisitions Unit. Any amendment to a contract that increases the dollar amount of the contract, and/or adds additional tasks, and/or time not in the scope of the contract, will be required to follow the Non-Competitive Bid (NCB) process as described in the State Contracting Manual, Volume 3.
3. Options to extend may be invoked by the State to extend the contract and an amendment to the original contract would be required to extend the contract term.

Department of Motor Vehicles
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Exhibit B – Deliverable Expectations Document (DED), Page 1 of 1

CONTRACTOR NAME: _____

DMV CONTRACT NUMBER: _____ DED NUMBER: _____

DELIVERABLE TITLE: _____

DELIVERABLE START DATE: _____ DELIVERABLE END DATE: _____

Work may begin upon Start Date above or upon approval by DMV IT
Acquisition Manager whichever occurs last.

**LIST THE CONTRACTOR PERSONNEL/CLASSIFICATION/HOURS/RATE ASSIGNED TO
DELIVERABLE:**

MAXIMUM COST OF DELIVERABLE \$

The DMV will pay no more than the agreed maximum cost shown on this DED.

DESCRIPTION OF TASKS:

DESCRIPTION OF DELIVERABLE:

The DED has been review and agreed upon and all work associated with this DED will be performed in accordance with the DED and the provisions of Contract Number: TA-19294.

AUTHORIZED AND APPROVED:

CONTRACTOR OFFICIAL
PRINT & SIGN NAME/ DATE

DMV CONTRACT MANAGER
PRINT & SIGN NAME / DATE

DMV IT ACQUISITIONS MANAGER
PRINT & SIGN NAME/ DATE

Department of Motor Vehicles
and Faro Consulting & Solutions LLC
Purchase Order #TA-19294
Exhibit C – Deliverable Acceptance Document (DAD), Page 1 of 1

CONTRACTOR NAME: _____

DMV CONTRACT NUMBER: _____ DAD NUMBER: _____

DELIVERABLE TITLE: _____

DELIVERABLE COMPLETION DATE: _____

TOTAL COST OF APPROVED DELIVERABLE: \$ _____

DELIVERABLE DESCRIPTION:

DMV'S ACCEPTANCE OR REJECTION:

AUTHORIZED AND APPROVED:

CONTRACTOR OFFICIAL PRINT NAME &
SIGNATURE / DATE

DMV CONTRACT MANAGER PRINT NAME
& SIGNATURE/ DATE

Note: The Contractor may submit an invoice to the DMV but payment will not be issued until the DMV Contract Manager and Contractor Official have approved the DAD as stipulated in the contract **Refer to Payment Terms in Exhibit A.**

CHANGE ORDER NO. _____	
<u>Contractor Name</u> =	<u>Contract Number</u> =
<u>Start Date</u> = _____ or upon approval by the DMV IT Acquisitions Manager, whichever occurs later	
<u>Description of Change:</u>	
<u>New Personnel</u> (including phone number and email address): 	
<u>SOW Personnel Classification:</u>	<u>Hourly Rate:</u>
<u>SLP Personnel Classification:</u>	<u>Resume Attached:</u> Yes <input type="checkbox"/> <u>No of Pages:</u> _____
<u>Reason for Change:</u>	

Approval:

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

By signing below, the Contractor Official has confirmed that the proposed staff meets the personnel classification requirements and any requirements listed in the Statement of Work (Exhibit A). The DMV Contract Manager's signature below indicates that he/she has confirmed that the proposed staff meets the requirements listed in the Statement of Work (Exhibit A).

Contractor Official
Print Name, Sign, and Date

DMV Contract Manager
Print Name, Sign, and Date

By signing below, the DMV IT Acquisitions Manager and DMV IT Acquisitions Analyst have confirmed that the proposed staff meets the SLP classification requirements.

DMV IT Acquisitions Manager
Print Name, Sign, and Date

DMV IT Acquisitions Analyst
Print Name, Sign, and Date

Note: The DMV Contract Manager will submit Personnel Change Order forms to the IT Acquisitions Analyst to obtain DMV IT Acquisitions Manager approval.

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Exhibit E – Cost Data Sheet, Page 1 of 1

At no time will the contract hourly rates be accepted that exceed the Vendor's approved SLP rates. There will be no increase in contract hourly rates for extended hours or days. Project costs related to items such as travel, per diem and travel time to the designated base of operation for the engagement are costs to be included within the Contractor rates. DMV shall not pay for such costs as a separate item.

All work performed as indicated in Table 1, Line 1 shall be initiated using the Exhibit B, Deliverable Expectation Document (DED).

Table 1

#	Part Number	Description	Quantity	SLP Unit Price	Extended Price
1	SAPPROSVC	One hour of SIMPLIGOV implementation services. Billed on a time and materials basis.	2,000	Senior Engineer: [REDACTED] @ \$ 198. p/hr. Engineer: [REDACTED] @ \$198. p/hr. Engineer: [REDACTED] \$160. p/hr. Engineer: [REDACTED] @ \$140. p/hr.	Not to exceed \$300,000.
2	SAPGOVWF1	SimpliGov Automation Platform Additional Workflow Subscription (12 month subscription commencing date of customer platform provisioning) 10 TB's of storage included per workflow.	5	\$41,850.00	\$209,250.
TOTAL:					\$509,250.



ACCEPTABLE USE STATEMENT

The Department of Motor Vehicles (DMV) Information Security Awareness Program requires all individuals who access DMV information to sign this statement before beginning work and annually thereafter.

Failure to comply with information security and privacy policies, standards, and practices can have financial, criminal, and/or employment consequences for the general public, the DMV, and for you personally. All information must be treated carefully including:

- Information on paper, within the DMV network, or other information assets (e.g., workstation, server, laptop, copier, smart-phone, tablet, USB drive, software).
- Information describing how systems operate or are protected, and
- Information classified as confidential, sensitive, personal, or proprietary.

To maintain the confidentiality, integrity, and availability of DMV's information assets and protect confidential, sensitive, personal, or proprietary information from unauthorized use, access, release, viewing by others, change, loss, or deletion, I will comply with the following statements:

SECTION 1 — ACCESS (Please initial after each statement.)

1. I will only access DMV information assets using my assigned user ID and password and take reasonable safeguards to protect my password. For example, I will not write down my password or share it with others. _____
2. I will not leave my unlocked workstation unattended beyond a reasonable time or distance. _____
3. I will scan files stored on any removable media for viruses prior to using on the DMV network. _____
4. I will not intentionally send confidential, sensitive, personal, or proprietary DMV information or files so that I can later access the information or files remotely or off-site. _____
5. I will not deliberately interfere with another user's network access. _____
6. I will not intentionally cause an interruption or denial of service, or interfere with normal software functions. _____
7. I understand that the State may monitor its information assets and retrieve any information contained in the network, the workstation I use, information stored locally on the hard drive, on removable media or other portable devices to ensure that the work of the DMV is conducted in an approved and efficient manner. _____
8. I understand that I have no reasonable expectation of privacy when using DMV information assets. _____
9. I will follow the DMV's Remote Access Standards and the California Technology Agency Telework and Remote Access Security Standard for remote connection, security training, and use of Outlook Web Access. _____
10. I understand that personal computing equipment used for work purposes may be subject to the possibility of subpoena. _____
11. I understand that if the Department deems it necessary, a remote wipe may be initiated that may wipe my personal mobile device of all data. _____
12. I will obtain written approval before connecting a non-State device (personal or contract staff laptop, for example) to the DMV network. _____
13. If authorized elevated access rights, I will attend annual training and rejustify any elevated access rights to ensure only the appropriate access is assigned to me based on my duties. _____

SECTION 2 — USE (Please initial after each statement.)

1. I will only download, copy, and/or store DMV authorized software, audio (sound, music) or video files. _____
2. I agree to use DMV information assets only for the State of California's business purposes. This includes state business with the federal government and any city, county, or other public agency. _____
3. I will not make copies of DMV information for personal use nor remove materials or equipment from any DMV premises without approval. _____
4. Any private or personal use of DMV information assets will be incidental and minimal consistent with Government Code Section 8314. _____

PRINTED NAME	SIGNATURE	DATE
	X	

SECTION 3 — DISCLOSURE (Please initial after each statement.)

1. I will take reasonable precautions to protect all confidential, sensitive, or personal DMV information (e.g. credit card number, social security number, particularly those verified by the Social Security Administration) and all portable devices. For example, use a privacy screen or secure in a locked cabinet. _____
2. I will take necessary precautions to protect all DMV proprietary information, which includes details on DMV information systems. DMV proprietary information includes, but is not limited to, source/computer code, system diagrams, server names, logins and passwords, system configurations, and all other system documentation(s). _____
3. I will obtain written approval before transporting or storing confidential, sensitive, personal, or proprietary information in a vehicle, private storage, or other off-site location. For example, attorneys and investigators may have written approval as part of their duty statement or office procedures to take documents to a hearing. _____
4. I will only disclose DMV information, however communicated or transferred, to individuals authorized to lawfully receive it through appropriate government statutes and departmental policies and procedures. For example, using secure email or authorized encrypted media. _____

SECTION 4— INDIVIDUAL RESPONSIBILITY (Please initial after each statement.)

1. I will immediately notify management of any actual or attempted security violations I may observe such as individual misuse, computer viruses, unauthorized attempts to gain access to a DMV building, a system or data, or other incidents as described in publication DMV 145, *Information Security Incident Reporting*. _____
2. I will only create, read, update, or delete DMV information for purposes necessary to perform my authorized job functions. _____
3. I will only copy, change, or delete the files, documents, or software of another individual to perform my authorized job functions. _____
4. I will comply with Software License Agreements. I will not illegally use or copy software that is owned or licensed by DMV. _____
5. I will comply with all applicable patent, trademark, copyright, and other laws. _____
6. Unless it is related to a Department investigation or similar authorized action, I will not intentionally send, receive, or store information that is in violation of departmental policy. For example, information that is discriminatory, harassing, derogatory, defamatory, threatening, or obscene. _____
7. I will not alter, disable, or otherwise intentionally bypass the virus protection software, patching processes, or other security controls installed on or used by any DMV Information Asset. _____
8. I will not intentionally destroy or dispose of any DMV information unless by authorized methods and in accordance with government statutes and DMV policy. _____
9. I will store my current files, data, and e-mail messages only for the duration of their intended business purpose in accordance with DMV policy and procedures unless I am notified of a different retention period. _____
10. I understand it is my responsibility to contact my supervisor for additional information and applicability of these provisions to my job functions. _____
11. I understand that this statement shall not affect the attorney-client privilege existing under applicable law. _____
12. I understand that failure to comply with any or all of these policies and/or provisions may result in loss or limitation of access to DMV Information Assets, disciplinary action, including dismissal, as well as civil or criminal penalties. _____
13. I acknowledge that I have read, understand, and received a copy of this statement. _____

PRINTED NAME	SIGNATURE	DATE
	X	

ACKNOWLEDGMENT OF CONFIDENTIALITY

Under agreement number TA-19294 between the Department of Motor Vehicles and Faro Consulting & Solutions LLC ("the Agreement"), Faro Consulting & Solutions LLC will be authorized to access and use data and information collected and maintained by the Department of Motor Vehicles ("DMV") so that (Contractor Name) may perform services for DMV. Such data and information is designated DMV Confidential Information under the Agreement, and is protected from unauthorized use and disclosure by applicable law and policy as well as the Agreement's terms. Only those individuals who are employees, agents or subcontractors of Faro Consulting & Solutions LLC with a need to access or use DMV Confidential Information in order to perform their job responsibilities ("Faro Consulting & Solutions LLC Authorized Users") shall be permitted to access or use DMV Confidential Information.

You are being asked to read and sign this Acknowledgment of Confidentiality because Faro Consulting & Solutions LLC has identified you as an Authorized User. If you violate the obligations regarding DMV Confidential Information set forth herein, you may face civil and/or criminal action.

I, _____ (*[name]*), am an employee/subcontractor/agent of Faro Consulting & Solutions LLC. I hereby acknowledge that DMV Confidential Information is subject to strict confidentiality requirements imposed by state policy and law, including, but not limited to, the California Information Practices Act (codified at Civil Code Section 1798 et seq.).

I acknowledge that:

- I have reviewed the DMV- Faro Consulting & Solutions LLC Agreement exhibit entitled, "Statement Regarding Confidentiality and Security of DMV Information," that governs access, use, storage and transfer of DMV Confidential Information; that I understand the provisions regarding confidentiality set forth therein; and that I will promptly contact my manager with any questions I have regarding the proper access, use, modification and or transfer of DMV Confidential Information;
- Wrongful access, use, modification, or disclosure of DMV Confidential Information may be punishable by civil and/or criminal action against me;
- Wrongful access, inspection, use or disclosure of DMV Confidential Information for personal gain, curiosity, or any non-business related reason is a violation of State of California policy and law; and
- I agree to protect DMV Confidential Information, whatever the format (electronic or paper) by:
 - Accessing or using DMV Confidential Information only as necessary for the performance of the specific work I am assigned under the Agreement;
 - Never accessing DMV Confidential Information for curiosity or personal reasons;
 - Never showing or discussing DMV Confidential Information with anyone who does not have the authority and business need to see or discuss it;
 - Maintaining DMV Confidential Information only in approved locations;
 - Never removing DMV Confidential Information from the work site without explicit authorization, and without following confidentiality and security protocols; and
 - Following encryption requirements for transferring or storing DMV Confidential Information, including storage or transfer in portable devices or media.

By: _____ Date: _____

STATEMENT REGARDING CONFIDENTIALITY AND SECURITY OF DMV INFORMATION¹:

1. Definition, General Confidentiality and Security

Pursuant to the requirement set forth at "Confidentiality of Data," paragraph 34, of the State of California Department of General Services General Provisions – Information Technology ("GSPD-401IT, revised and effective 9/5/2014"), which provisions are incorporated in agreement number TA-19294 ("the Agreement"), the Department of Motor Vehicles ("DMV") designates the following as the universe of information to be protected in a confidential and secure manner: all data and information collected, used and maintained by DMV that must be accessed, received or used by Contractor in the course of Contractor's performance of the information technology services authorized by this agreement (referred to in this exhibit as "DMV Confidential Information"). Only those individuals who are employees, agents or subcontractors of Contractor with a need to access or use DMV Confidential Information in order to perform their job responsibilities (hereinafter referred to as "Contractor Authorized Users") shall be permitted such access or use. Contractor shall protect all DMV Confidential Information from unauthorized use, disclosure and access through the observance of the same or more stringent procedural and technological data security requirements as those required by applicable federal law, and state law and policy. For the purposes of its obligations set forth in paragraph 34 of GSPD-401IT, Contractor shall never consider DMV Confidential Information "publicly available." Also, Contractor shall maintain and retain as confidential all work product and all work performed under this agreement, recommendations or reports made to DMV, and all discussions between Contractor and DMV staff, including communications, whether oral, written or electronic.

2. License

DMV is the owner of DMV Confidential Information. DMV hereby grants to Contractor a limited, non-exclusive, nontransferable, revocable license to use DMV Confidential Information for the purposes set forth in the Agreement until termination, suspension or expiration of the Agreement. Contractor shall not access, use or attempt to use, nor shall it enable or authorize any agent, subcontractor or third party to access or use, any DMV Confidential Information in any manner or for any purpose not authorized under the Agreement.

3. Authorized Access and Use, Acknowledgments of Confidentiality

Prior to commencing work on this agreement, each Contractor Authorized User shall be provided a copy of this exhibit, "Confidentiality and Security of DMV Information," and date and sign the DMV Acknowledgment of Confidentiality attached hereto. Contractor shall provide DMV with the original signed acknowledgments, retaining a copy of such acknowledgments for its records.

¹ The title of this section and the subsections herein are for organizational and referential purposes only. Other language addressing the parties' obligations related to those discussed here may be found elsewhere in the Agreement.

4. Audit

DMV reserves the right to audit Contractor, upon written notice provided no less than ten (10) business days before the audit is to be conducted, to ensure Contractor's compliance with the requirements set forth in this exhibit. Such audit may be conducted by DMV, or by a third party hired and authorized by DMV to conduct such audit.

5. Indemnification

Contractor agrees that it shall indemnify DMV for any loss, cost, damage or other liability incurred by DMV as a result of Contractor's negligence with respect to, or violation of the information security, handling and confidentiality requirements set forth in this exhibit, as well as all applicable statutes and regulations, including those set forth in California's Information Practices Act, codified at Civil Code Section 1798 et seq. and addressed at the subsection, "Breach Notification," below.

6. Disclosures

No reports, information, discoveries or data obtained, assembled or developed by Contractor in its performance of this agreement, including any DMV Confidential Information, may be released, published, orally disclosed, or made available to any individual or entity without prior written approval from DMV. In the event Contractor receives a written or oral request under California's Public Records Act (codified at Government Code Section 6250 et seq.) for inspection or copies of records, documents, information or data constituting, containing, or related to DMV Confidential Information (herein, "PRA Request"), Contractor shall notify DMV of the PRA Request by close of business, Pacific time, the day it receives the request. Contractor's PRA Request notification to DMV shall provide in writing the name and contact information of the requestor, and the nature of the request. In addition, Contractor shall provide a copy of the PRA Request if it was made in writing.

Contractor shall cooperate fully with DMV in responding to the PRA Request, and shall not disclose in any manner any of the information, records or data requested without explicit written instructions from DMV. Contractor shall maintain a log of all such authorized disclosures made in response to a PRA Request, and shall provide a copy of such log to DMV upon DMV's written request, or upon the suspension, expiration or termination of the Agreement.

7. Demands and Orders

If served with a subpoena, court order, or other written demand issued upon or by the authority of a court, or law enforcement or regulatory agency for DMV Confidential Information, or any records or data pertaining to its performance of the Agreement, Contractor shall provide a copy of the demand to DMV no later than the close of business, Pacific time, on the day Contractor receives the demand. Contractor shall cooperate fully with DMV in responding to such demand. Prior to Contractor responding to such demand, DMV shall have the right to oppose the demand or participate in any resolution, mediation or adjudication of a dispute regarding the demand at DMV's own expense.

8. Breach Notification

Contractor shall immediately notify DMV when it discovers that there has been, or there reasonably may have been a breach in security that has or may have resulted in unauthorized access to, tampering with, loss or theft of DMV Confidential Information. For purposes of this clause, immediately means within two (2) hours of discovery.

Contractor shall cooperate fully with DMV in its response to such breach, including DMV's reporting mandated by California's Statewide Information Management Manual and DMV's investigation of the incident. As soon as possible after the breach, Contractor shall provide a written description of the breach that includes the date of the incident; incident location; general description of the incident and the names of individuals at Contractor who can provide specific details about the incident; the media or device (if applicable) on which the breached DMV Confidential Information was maintained and whether such device was encrypted; and whether the DMV Confidential Information affected by the breach contains personal information. For purposes of this section, "personal information," shall have the same meaning as the definition under California's Information Practices Act, Civil Code Section 1798.3, i.e., "personal information means any information that is maintained by an agency that identifies or describes an individual, including but not limited to, his or her name, social security number, physical description, home address, home telephone number, education, financial matters, and medical or employment history. It includes statements made by, or attributed to, the individual."

Contractor shall be responsible for all costs and fees associated with DMV's fulfillment of its obligations under state law and policy in the event of a known or reasonably suspected breach, including costs related to notification of affected individuals. Contractor shall indemnify and hold harmless the State in the event of any third party claims or lawsuits arising from such breach.

9. Disposition of DMV Confidential Information

Upon the expiration, termination or suspension of the Agreement (whether such termination or suspension is for breach, alleged breach, dispute, or convenience), Contractor shall at DMV's election return to DMV, transfer to another Contractor, or provide written, signed certification of destruction of all DMV Confidential Information. DMV shall have sole authority to elect whether Contractor must transfer, return, or destroy and certify the destruction of all DMV Confidential Information. DMV shall provide written notice to Contractor of its election for the disposition of DMV Confidential Information prior to or no later than ten (10) business days of the effective date of the expiration, termination or suspension of the Agreement. Contractor agrees that it shall not copy, destroy or move any DMV Confidential Information without written authorization from DMV.

10. Transmission and Storage Security

Contractor shall store DMV Confidential Information in a place physically secure from access by unauthorized persons. DMV Confidential Information must be stored and processed in such a way that protects it from being retrieved by unauthorized persons by computer, remote terminal or

other means. Contractor shall secure and maintain any computer systems (servers, hardware and software) that will be used in the performance of this agreement by efforts including, but not limited to, ensuring that all security patches, upgrades, and anti-virus updates are applied appropriately to secure data that may be used, transmitted, or stored on any electronic or digital systems used in the performance of the Agreement; and installing encryption technology on all Contractor's equipment, including but not limited to, personal laptops, handheld devices, and removable storage devices. Contractor shall be responsible for all costs associated with such security and maintenance efforts.

Contractor shall encrypt all DMV Confidential Information and related data that is stored on portable electronic media (including but not limited to, CDs and thumb drives) and on portable computing devices (including but not limited to laptop computers and PDAs) using cryptographic modules validated by the National Institutes of Standards and Technology to Federal Information Processing Standards 140 – 2 Level 1. Contractor shall not transmit DMV Confidential Information or related data via email or other Internet transport protocol over a public network unless the foregoing is secured using cryptographic modules validated by the National Institutes of Standards and Technology to Federal Information Processing Standards 140 – 2 Level 1, and using an NIST-validated cryptographic algorithm with a minimum key of 128 bits.

Contractor shall save and store DMV Confidential Information and any related data on a secure, dedicated server to which only authorized users have access. Contractor shall not save or back-up the DMV Confidential Information or related data in combination with any other data stored, used or maintained by Contractor.



Purchase Order #TA-19294
Exhibit H, Page 1 of 4

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

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.

**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.
- (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 (if contract is \$100,000 or more)

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 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."