

STATE OF CALIFORNIA - GENERAL SERVICES PROCUREMENT DIVISION
PURCHASING AUTHORITY PURCHASE ORDER
STD. 65 (REV. 10/2019)

PAGE 1 OF 2

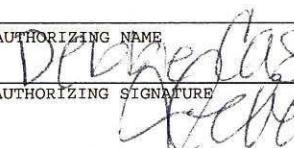
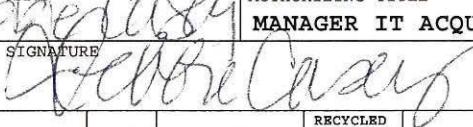
SHIP TO [REDACTED]	DEPARTMENT OF MOTOR VEHICLES [REDACTED]	DATE 03/27/2020	AMENDMENT NO. 0	PURCHASE ORDER NUMBER TA-19269
		AGENCY BILLING CODE 51806	PURCHASING AUTHORITY NO. DMV-2740	
		ATTN: ACCOUNTS PAYABLE DEPARTMENT OF MOTOR VEHICLES BILL TO PO BOX 932382 SACRAMENTO, CA 94232-3820	LEVERAGED PROCUREMENT AGREEMENT NUMBER 3-18-70-2049E	INFORMATION TECHNOLOGY PROJECT IDENTIFICATION NUMBER

TO SUPPLIER ADDRESS	CAMBRIA SOLUTIONS INCORPORATED 1050 20TH STREET SUITE 275 SACRAMENTO, CA 95811			AGENCY OR BUYER INFORMATION	
				AGENCY TRACKING/REQUISITION NUMBER(Optional) EXE19-0096	
		AGENCY NAME Department of Motor Vehicles			
		CONTACT NAME GUILDAY, CATHLEEN A			
		CONTACT E-MAIL ADDRESS CGUILDAY@DMV.CA.GOV			
		CONTACT PHONE NUMBER [REDACTED]	CONTACT FAX NUMBER [REDACTED]		

SUPPLIER CONTACT NAME [REDACTED]		SUPPLIER PHONE NUMBER [REDACTED]	SUPPLIER FAX NUMBER [REDACTED]	SUPPLIER E-MAIL ADDRESS [REDACTED]TIONS.COM		
PAYMENT TERMS Statement of Work	CERTIFICATION NUMBER	<input type="checkbox"/> Certified Small Business	<input type="checkbox"/> Certified Microbusiness	EXPIRATION DATE	<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 type="checkbox"/>	General Provisions are incorporated herein by reference to: <input type="checkbox"/> Form GSPD-401Non-IT Commodities Revision Date: <input type="checkbox"/> Attached OR <input type="checkbox"/> Published at: www.dgs.ca.gov/pd	TERMS AND CONDITIONS		TAXABLE SUBTOTAL	
		OR <input type="checkbox"/> Form GSPD-401IT Revision Date:		TAX RATE %	
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.			SALES TAX	
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 \$500,000.00	
				GRAND TOTAL \$500,000.00	

<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	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) ***** various, see attachment

<u>CERTIFICATION AND APPROVAL OF EXECUTIVE OFFICER</u> 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.		UNENCUMBERED REMAINDER AFTER POSTING THIS ORDER TO ALLOTMENT EXPENDITURE LEDGER
AUTHORIZING NAME 	AUTHORIZING TITLE MANAGER IT ACQUISITIONS	ADJUSTMENT INCREASING ENCUMBRANCES
AUTHORIZING SIGNATURE 		ADJUSTMENT DECREASING ENCUMBRANCES

ITEM NUMBER	QUANTITY	UNIT	UNSPSC	RECYCLED PRODUCT	PRODUCT OR SERVICE DESCRIPTION	CATEGORY	UNIT PRICE	EXTENSION TOTAL
1	500000	EA	80101507		IT CONSULTING SERVICES FOR ROBOTIC PROCESS AUTOMATION; TERM 3/30/2020 TO 12/30/2020 WITH TWO (2) OPTIONAL SIX (6) MONTH EXTENSIONS; EXHIBIT A, B, C, D, E, & F MUST ACCOMPANY THIS ORDER.	SERVICES	1.00	500,000.00

DISTRIBUTION:

Copy 1 - Supplier ;

Copy 2 - DGS Procurement ;

Copy 3 - Packing Slip ;

Copies 4 - 6 - Agency Procurement File

Funding Distributions

DATE	AMENDMENT NO.	PURCHASE ORDER NUMBER
03/27/2020	0	TA-19269

R/U	LINE	DIST#	ACCOUNT	DESCRIPTION	AMOUNT
011	1	1	0044-0011-94182-2019-00000-0-0	EXTERNAL-CONSULT&PROF SVC	174,384.00
011	1	1	0044-0011-94182-2020-00000-0-0	EXTERNAL-CONSULT&PROF SVC	325,616.00

A. BACKGROUND

The California Department of Motor Vehicles (DMV) is implementing a series of Robotic Process Automation (RPA) projects that provide automation for numerous manual processes throughout the department, such as Occupational Licenses Renewals, Motor Carrier Permit Renewals, SR-1 Report, Employee Pull Notice Program, Notice of Pending Lien Sales, etc. The DMV purchased UiPath Software in September 2019 and requires assistance with implementation of new Robotic Process Automations. These Robotic Process Automations not only streamline processes, but enable the department to build necessary skill sets.

B. CONTRACT DESCRIPTION AND SCOPE

The Contractor will create solution services to the DMV to design, develop, test, and implement any new Robotic Process Automations. The Contractor will also provide training and mentoring to DMV's staff on the Robotic Process Automation applications, interfaces, infrastructures, tools, best practices, Quality Assurance (QA) and Quality Control (QC) activities, and selected Systems Development Life Cycle (SDLC) methodology.

This is a deliverable-based contract with tasks and deliverables initiated through the Work Order Authorization (WOA) process, which defines specific work products and efforts (See Section H).

C. CONTRACT TERM

The term of this contract shall be for a period of nine (9) months, with two optional six (6) month extensions.

D. CONTRACTOR STAFFING

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.

The Contractor, in the performance of work for this contract, shall provide Contractor staff resources who will perform the following roles:

Mandatory Qualifications

RPA Developer
Create solutions by maximizing the functionality of robotic process automations. Deliver process automation and guide and mentor customer implementation of RPA.
<ol style="list-style-type: none">1. At least 3 years of relevant software development.2. B.A. or B.S. degree in related field.
Desirable Qualifications:
<ol style="list-style-type: none">1. Knowledge and work experience in UiPath products for robotic processing automations.2. Familiarity with DMV business operations and program processes.
RPA Project Manager
Apply Project Management principles, methods, techniques, and tools, to manage a RPA team in the design, development, testing, and implementing robotic process automations. Lead the RPA team in training, testing, and mentoring users on the robotic process automation applications, interfaces, infrastructures, tools, best practices, and Quality Assurance (QA) and Quality Control (QC) activities.
Provide management and coordination for systems integrations through all phases of the systems development life-cycle, including planning, requirement analysis, design, development, testing, installation, and evaluation.
Develop and track work plans, milestones, and deliverables. Develop and manage staffing plans to ensure the appropriate resources are identified and deployed to keep project schedules and budgets on target. Establish effective tracking and reporting mechanisms for reporting open issues, action items, and project risks.
<ol style="list-style-type: none">1. A minimum of 7 years of broad, extensive and increasingly responsible experience as the Project Manager. At least 4 years of that experience must have been of IT projects.2. B.A or B.S. degree in related field.
Desirable Qualifications:
<ol style="list-style-type: none">1. Knowledge and work experience in UiPath products for robotic

processing automations.

2. Familiarity with DMV business operations and program processes.

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, at 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, Portfolio 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 designated as Conflict of Interest, then the Contractor's 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 designated as Conflict of Interest, then the Contractor's 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 E, Statement Regarding Confidentiality and Security of DMV Information, and return a signed Exhibit E, 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 E, 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 WOA(s), 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, DMV IT Acquisitions Manager, and DMV Contract Manager) and the Contractor Official have approved the deliverable's WOA.
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. All tasks associated with this agreement may be worked on remotely, however if access is needed to DMV's production or non-production systems with production or sensitive client data, the contractor would

need to be on-site at DMV's HQ campus (2415 1st Avenue, Sacramento, CA 95818). Contractor personnel shall perform their duties on the premises of the DMV, 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.

10. 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 premises. Materials and information regarding DMV cannot be used or discussed outside of DMV without the express written authorization of the DMV Executive Management.
11. 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. Contractor on-site visits must be approved by the DMV.
12. The Contractor will respond within 4 hours to written emails or calls from the DMV Contract Manager within normal DMV working hours.
13. The Contractor shall meet all timelines, personnel resources, and costs, as agreed to in this Contract and approved WOA(s).
14. 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.
15. Any documentation submitted that has been marked "confidential" or "proprietary" shall be noted in the Vendor's Response. However, marking a document "confidential" or "proprietary" in a Response will not prevent that document from being released as a public record, unless a court of competent jurisdiction has ordered the DMV to not release the document. All documents submitted in response to this RFO will become the property of the State of California and are subject to the California Public Records Act, Government Code (GC) section 6250 et seq., the California Evidence Code and other applicable state and federal laws.

F. DMV'S RESPONSIBILITIES

1. Provide and schedule DMV IT and business personnel to assist in this RPA effort.

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 WOA(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 WOA(s), 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. Integration and System Testing
 - b. User Acceptance Testing

12. Provide a computer to contract staff members who need to access DMV network and environment.

G. CONTRACTOR TASKS

All work performed under this contract shall be initiated using Exhibit B,

Work Order Authorization (WOA). In conjunction with any deliverables agreed to in the WOA process, tasks for this contract may be as follows:

Task #1
Analyzing, developing, testing, and documenting Robotic Process Automations for DMV processes. Provide knowledge transfer (where applicable), and provide support for application development activities as required including all aspects of the build and deployment.
Task #2
Manage environment related administration, set-up, configuration, support, and documentation of tools and technologies activities including but not limited to IT environments, security, applications/interfaces, event monitoring, performance monitoring, building/deployment of applications/interfaces, and database monitoring.

H. WORK ORDER AUTHORIZATION (WOA)

The WOA process is as follows:

1. All work performed under this contract shall be initiated using the Exhibit B, Work Order Authorization (WOA).
2. The Contractor will not begin work on a task until the DMV and the Contractor have approved the WOA. Each WOA will include a description of tasks, deliverables, and the number of estimated hours, by role/person, to complete the work and cost.
3. All WOAs 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 WOA.
4. The DMV has the right to require the Contractor to stop or suspend work on any previously approved WOA.
5. The DMV will pay based on the hourly rate in accordance with Exhibit D, Cost Data Sheet, but no more than the agreed amount of hours shown on the DMV-approved WOA.
6. The WOA 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 WOA. The WOA details Contractor services required to meet project objectives.

7. Once the WOA has been reviewed and accepted, the Contractor and the DMV will sign it. This will constitute acceptance of the WOA. The originally approved WOA 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 WOA 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 WOA.
10. If, in the performance of the work, the Contractor determines that the work approved through the WOA 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 WOA, via an approved amendment to the WOA, in order to define tasks that can be accomplished within the remaining estimated work hours by issuance of an approved WOA amendment, or
 - b. Terminate the WOA.
11. The following is a list of required information for the WOA. This list is not all inclusive; therefore, any additional information deemed relevant to the work identified in the WOA should be included. Each WOA 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. Identification of the task from the SOW that is covered in the WOA;
 - d. Acceptance criteria for the work to be performed/deliverables;
 - e. The name or identification of the Contractor staff to be assigned;

- f. The Contractor's estimated work hours required to accomplish the purpose, objective or goals;
- g. The Contractor's billing rates per work hour which shall be in accordance with the rates identified in Exhibit D, Cost Data Sheet; and
- h. The Contractor's total cost for the WOA.

I. PAYMENT TERMS AND INVOICING REQUIREMENTS

- 1. 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 Deliverable activities as stipulated in the contract Section II.I.8. for DMV's Accounts Payable Address.
- 2. Invoices submitted must reference WOA number, the state's Letter of Acceptance and the IT Acquisitions Contract Number (TA-19269) as identified on the Cost Data Sheet.
- 3. The State shall pay the contractor for each completed deliverable and in no event shall the State pay more for a deliverable than the agreed maximum cost for the deliverable as provided in its approved WOA.
- 4. The DMV shall not be obligated to pay on an invoice until the status reports and time sheets required herein are received by the DMV Contract Manager. The department may dispute an invoice which does not comply with these requirements, including requirements for invoices, timesheets, and status reports, and a dispute notice given on that basis shall satisfy the requirements of the California Prompt Payment Act.
- 5. 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 CMAS General Provisions – IT (GSPD-401IT-CMAS) referenced in the contractor's CMAS contract.
- 6. 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.
- 7. Accounts Payable will pay only those invoices approved by the DMV Contract Manager and verified by the IT Acquisitions Unit.
- 8. Invoices must be submitted to:

Department of Motor Vehicles
P.O. Box 932382
Sacramento, CA 94232-3820

J. REPORTING REQUIREMENTS

1. The Contractor must prepare a monthly written Status Report with the current status and future activities which must be submitted 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 timely provided the monthly Status Report(s).

K. 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 with experience that meets or exceeds the qualifications of the staff being replaced. The Contractor must provide the replacement personnel, and submit their resume(s) to DMV, 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 C, 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.

L. 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
and Cambria Solutions, Inc.
Contract #19269
Exhibit B, Page 1 of 1

WORK ORDER AUTHORIZATION (WOA)

CONTRACTOR NAME: _____

DMV CONTRACT NUMBER: _____ WOA NUMBER: _____

DELIVERABLE TITLE: _____

DELIVERABLE START DATE: _____ **DELIVERABLE END DATE:** _____

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

MAXIMUM COST OF DELIVERABLE \$

The state will pay the agreed hourly rate, times the number of hours used (per the timesheets), but not more than the agreed maximum cost shown on the WOA.

DESCRIPTION OF DELIVERABLE:

Work Order Authorization (WOA) has been reviewed and agreed upon and all work associated with this WOA will be performed in accordance with the WOA and the provisions of Contract Number: TA-XXXXXX.

AUTHORIZED AND APPROVED:

**CONTRACTOR OFFICIAL
PRINT AND SIGN NAME, DATE**

**DMV CONTRACT MANAGER
PRINT AND SIGN NAME, DATE**

DMV IT ACQUISITIONS MANAGER
PRINT AND SIGN NAME, DATE

Personnel Change Order (PCO)

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 & DMV IT Acquisitions Analyst have confirmed that the proposed staff meets the CMAS personnel 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.

Cost Data Sheet

There will be no increase in 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.

Name	If subcontractor personnel are proposed, indicate company name	CMAS Classification	CMAS Hourly Rate
[REDACTED]	Cambria Solutions, Inc.	Program Manager-Expert	\$190.00
[REDACTED]	Cambria Solutions, Inc.	Software Developer-J journeyman	\$130.00
[REDACTED]	Strategic IT Staffing (SITS)	Software Developer-J journeyman	\$130.00

DMV ACCEPTABLE USE STATEMENT



A Public Service Agency

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	

DMV ACCEPTABLE USE STATEMENT (continued)

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-19269 between the Department of Motor Vehicles and Cambria Solutions, Inc. ("the Agreement"), Cambria Solutions, Inc. will be authorized to access and use data and information collected and maintained by the Department of Motor Vehicles ("DMV") so that Cambria Solutions, Inc. 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 Cambria Solutions, Inc. with a need to access or use DMV Confidential Information in order to perform their job responsibilities Cambria Solutions, Inc. 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 Cambria Solutions, Inc. 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 Cambria Solutions, Inc.. 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- Cambria Solutions, Inc. 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-19269 ("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.