

DATE 05/11/2020		AMENDMENT NO. 0	PURCHASE ORDER NUMBER TA-19333					
DEPARTMENT OF MOTOR VEHICLES ISD INVENTORY		ATTN: ACCOUNTS PAYABLE DEPARTMENT OF MOTOR VEHICLES		AGENCY BILLING CODE 51806				
SHIP TO		BILL TO		PURCHASING AUTHORITY NO. DMV-2740				
				LEVERAGED PROCUREMENT AGREEMENT NUMBER SLP-19-70-0027P				
				INFORMATION TECHNOLOGY PROJECT IDENTIFICATION NUMBER				
				AGENCY OR BUYER INFORMATION				
				AGENCY TRACKING/REQUISITION NUMBER (Optional) ISD19-0208				
				AGENCY NAME Department of Motor Vehicles				
				CONTACT NAME WILLIAMS, KRISTIN M				
				CONTACT E-MAIL ADDRESS Kwilliams5@dmv.ca.gov				
				CONTACT PHONE				
TO SUPPLIER ADDRESS		ALLIED NETWORK SOLUTIONS INCORPORATED						
SUPPLIER CONTACT NAME		SUPPLIER PHONE NUMBER		SUPPLIER FAX NUMBER				
PAYMENT TERMS NET 45		CERTIFICATION NUMBER 24852	<input type="checkbox"/> Certified Small Business	<input type="checkbox"/> Certified Microbusiness				
				EXPIRATION DATE				
				<input checked="" type="checkbox"/> Certified DVBE				
				EXPIRATION DATE 31-JUL-2020				
SHIPPING INSTRUCTIONS		REQUIRED DELIVERY DATE	<input checked="" type="checkbox"/> F.O.B. Destination FRT. PPD	<input type="checkbox"/> F.O.B. ORIGIN Freight not to exceed cost stated on P.O.				
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				TAXABLE SUBTOTAL				
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.				TAX RATE %				
B <input type="checkbox"/> Agency Special Provisions are attached and titled				SALES TAX				
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.				INSTALLATION				
				SHIPPING FREIGHT				
				OTHER NON-TAXABLE \$455,017.50				
				GRAND TOTAL \$455,017.50				
PROCUREMENT METHODS								
<input type="checkbox"/> COMPETITIVE: Solicitation Number (if applicable) <input checked="" type="checkbox"/> LEVERAGED <input type="checkbox"/> DVBE/SMALL BUSINESS [GC 14836.5(a)] <input 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) 0044-0807-94325-2019				
				<input checked="" type="checkbox"/> Original Equipment <input type="checkbox"/> Operating Expense				
CERTIFICATION AND APPROVAL OF EXECUTIVE OFFICER 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				
				ADJUSTMENT INCREASING ENCUMBRANCES				
				ADJUSTMENT DECREASING ENCUMBRANCES				
AUTHORIZING NAME Debbie Casey		AUTHORIZING TITLE MANAGER IT ACQUISITIONS		CERTIFIED CORRECT SIGNATURE				
AUTHORIZING SIGNATURE Debbie Casey				SYSTEM ENCUMBERED				
ITEM NUMBER	QUANTITY	UNIT	UNSPSC	RECYCLED PRODUCT	PRODUCT OR SERVICE DESCRIPTION	CATEGORY	UNIT PRICE	EXTENSION TOTAL
1	630	EA	81112200		COVID-19 emergency purchase IBM Rational HATS for Multi platform for Linux on System Z processor Value Unit License + SW Subscription & Support 12 Months Passport Site# 7760491 IBM Cust# 7833767 Agreement# 148264 Part# D58BGLL	NONTAXABLE	722.25	455,017.50
2	1	EA			Electronic delivery of support refer to attached Exhibits A (provisions attachment) & B (federal provisions) for additional information	NONTAXABLE	.00	.00

Exhibit A - Provisions Attachment

☒ Electronic software downloads, license keys, etc. are to be sent to isdssradmins@dmv.ca.gov. Please reference the contract number (TA or TC number) on all emails. If you have any questions, the Software Administration Group can be reached at [REDACTED]. Invoices sent prior to items being received by DMV (physically or electronically) as directed in the contract will be disputed, and not paid.

☒ FMCSA:

The DMV, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, all contractors will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of the owner's race, color, national origin, sex, age, disability, income-level, or LEP in consideration for an award. https://www.dmv.ca.gov/portal/wcm/connect/e6479293-85a8-4799-8cb4-686c0a454561/FMCSA_TitleVI_AppendixAandE.pdf?MOD=AJPERES



FEMA

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.

Exhibit B - Federal Provisions
TA-19283

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Headquarters
500 C St SW
Washington, D.C. 20042



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3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

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

4. DEBARMENT AND SUSPENSION

Suspension and Debarment

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

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- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

5. BYRD ANTI-LOBBYING AMENDMENT (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

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

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

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

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

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