

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of Motor Vehicles

CONTRACTOR NAME

Billow, LLC

2. The term of this Agreement is:

START DATE

May 13, 2020

THROUGH END DATE

May 12, 2021

3. The maximum amount of this Agreement is: **\$490,350.00**

Four Hundred Ninety Thousand, Three Hundred Fifty Dollars

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement:

EXHIBITS	TITLE	PAGES
Exhibit A	Statement of Work	12
Exhibit B	Deliverable Acceptance Document	1
Exhibit C	Personnel Change Order Authorization	1
Exhibit D	Sample Timesheet	1
Exhibit E	Cost Data Sheet	2
Exhibit F	Federal Provisions	4
Attachment 1	*General Provisions - Information Technology (dated 9/5/14) http://www.documents.dgs.ca.gov/dgs/fmc/gsp/dgspd%20401it.pdf	
Attachment 2:	*Federal Motor Carrier Safety Administration (FMCSA)	
	https://www.dmv.ca.gov/portal/dmv/?1dmy&urile=wcm:path:/dmv_content_en/dmv/smallbus/sb3_adv	

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <https://www.documents.dgs.ca.gov/dgs/FMC/GS/PD/DGSPD%20401IT.pdf>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (If other than an individual, state whether a corporation, partnership, etc.)


Billow, LLC

CONTRACTOR BUSINESS ADDRESS 10434 Kenebec Court	CITY GRASS VALLEY	STATE CA	ZIP 95949
PRINTED NAME OF PERSON SIGNING Michelle R Hira	TITLE President & CEO		
CONTRACTOR AUTHORIZED SIGNATURE 		DATE SIGNED 05/12/2020	

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Motor Vehicles

CONTRACTING AGENCY ADDRESS 2415 First Avenue, Sacramento, CA 95818	CITY 2415 First Avenue,	STATE	ZIP
PRINTED NAME OF PERSON SIGNING DEBBIE CASEY	TITLE Chief, Business Management Branch		
CONTRACTING AGENCY AUTHORIZED SIGNATURE 		DATE SIGNED 5/12/2020	

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION, IF APPLICABLE

No exemption required. Within DMV's purchasing authority limits

A. BACKGROUND

Roll out of COVID-19 online services has been significantly impacted due to poor underlying Infrastructure. This has caused slow performance and configuration issues, to essential online services directly impacting telework and online Department of Motor Vehicles (DMV) services. DMV continues to operate in a suboptimal environment leveraging workarounds causing delays in service delivery. These services will bring DMV Active Directory (AD), Group Policies, and network infrastructure the ability to support rapid application deployment and enabling services. The goal is to fix and remediate both computer and network environments taking an agile iterative approach. It is expected that we will make significant improvement each month to support current and future projects. This is a limited scoped engagement with fixed deliverables to run in parallel. Below are the DMV COVID-19 projects that will directly benefit from these services.

- Virtual Field Office (VFO) Workspaces Virtual Desktops
- Real ID Automated Document Verification Project
- Network re-architecture of Amazon Web Services environment
- Online Automate Knowledge Testing Environment testing
- Support of VFO online services

B. CONTRACT DESCRIPTION AND SCOPE

The purpose of this contract is to acquire a contractor to provide AD, group policy, and network architects.

The term of this contract is 12 months, with fixed-price deliverables.

C. CONTRACTOR SKILLS/EXPERIENCE

The contractor must provide a minimum of 4 personnel, but a maximum of 5 personnel for this contract.

Contractor personnel must have at least 2 of any of the certificates (copy of certificate must be provided with response) and a combined minimum of 8 listed below:

1. Cisco Certified Network Associate (CCNA) Certificate
2. Cisco Certified Network Professional (CCNP) Certificate
3. Cisco Certified Internetwork Expert (CCIE) Certificate
4. Cisco Certified Specialist -Enterprise Advance Infrastructure Implementation
5. Cisco Certified Specialist Data Center Design
6. Cisco Certified Specialist Data Center Operations
7. Amazon Web Services (AWS) Certified Solutions Architect

8. Amazon Web Services (AWS) Certified Developer
9. Microsoft Azure architect Design
10. Microsoft Certified Trainer
11. Microsoft Azure Security Technologies
12. Microsoft 365 Certified Security Administrator
13. Microsoft 365 Certified Administrator Expert
14. Certified Azure Fundamentals
15. Microsoft 365 Certified Solutions

Resumes must validate that each proposed personnel meets the Contractor Skills/Experience listed below, including **the actual dates of employment that validate the years of requested skills and experience. Replacement personnel will also need to meet these skills.**

Each Network Engineer must meet the experience listed below:

For Network Engineer work stream

- 2 Years of experience in Implementation of Enterprise Networks for State of California
- 2 Years of experience in Enterprise Firewall administration
- 2 Years of experience in Architecting Enterprise Routing

Each Microsoft Engineer must meet the experience listed below:

For Microsoft Engineer work stream

- 2 years of experience with Active Directory
- 2 years of experience with O365
- 2 years of experience with Group Policy
- 2 years of experience in Azure AD
- 2 years of experience in Intune
- 1 year of experience in Auto Pilot

All contractor proposed personnel must have legal authority to work in the United States during the term of the entire contract.

D. CONTRACTOR'S RESPONSIBILITIES

1. Contractor's personnel must read and provide written agreement to DMV's Information Security Policy prior to connecting to the DMV Network.
2. 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.

3. If requested, the Contractor will attend project meetings and periodic briefings for DMV's management as indicated by the DMV Contract Manager (refer to Section E.5 for identification of DMV Contract Manager).
4. If deemed conflict of interest, the contractor shall require that each consultant listed in this contract agrees to comply with Government Code 87302 and the Fair Political Practices Commission rules. The contractor shall not permit a consultant to work on this contract unless the consultant is in compliance with Government Code 87302 and the Fair Political Practices Commission rules (<http://www.fppc.ca.gov/the-law/fppc-regulations/regulations-index.html>).
5. If deemed conflict of interest, consultants (and replacement personnel) 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.
6. Consultants (and any replacement personnel) listed in this contract shall:
 - a) Sign the Department of Motor Vehicles ANNUAL INFORMATION SECURITY POLICY AND COMPUTER USE STATEMENT
 - b) Complete the Department of Motor Vehicles online Security Awareness Program.
 - c) Complete the Department of Motor Vehicles Telework/Remote Access Security Standard Training (when applicable).
7. The Contractor Official responsible for completion of services, approval of Deliverable Acceptance Documents (DAD), approval of Personnel Change Order Authorizations, and to whom all communications relative to those services be addressed is [REDACTED]).
8. It is DMV policy that "User authentication and access authorization decisions will be performed within a security layer that is separate from the application business logic". Before application business logic is initiated, the security layer will verify the user's authorization to perform the requested process. For any proposed applications that will be used by DMV employees or Government & Industry Partner employees, the contractor must be able to integrate the web-based application with the Secure Access Infrastructure (SAI) (ISAM and ISIM) deployment, including security header contents and proposed access groups or the non-web based application will utilize Microsoft Active Directory (AD) or some other repository that utilizes Lightweight Directory Access Protocol (LDAP).
9. All proposed staff (including replacement and additional proposed staff) will be required to submit a signed hardcopy of DMV's Annual Information Security and Computer Use Statement prior to commencement of work on this contract.

10. Contractor personnel shall perform their duties utilizing DMV network access controls, during DMV's regular workdays and normal work hours, except as specifically agreed to otherwise by the DMV Contract Manager. There will be no increase in hourly rates for extended hours or days.

E. DMV'S RESPONSIBILITIES

1. Provide access to business and technical documentation as necessary for the contractor to complete the tasks identified under this contract.
2. Provide access to the DMV staff, management, offices and operation areas as required to complete the tasks defined under this contract.
3. Provide contractor personnel with normal office working facilities and equipment.
4. If needed, invite the contractor to appropriate project meetings.
5. The DMV Contract Manager responsible for overseeing the Contractor's performance, the Contractor's completion of requested services, approval of the Deliverable Acceptance Documents (DAD), approval of the Personnel Change Order Authorizations, approval of invoices, and to whom all communications relative to those services be addressed is [REDACTED]
6. The DMV Contract Manager is responsible for forwarding approved invoice(s), the related Deliverable Acceptance Document, the deliverable(s), status reports, and timesheets to the Information Technology (IT) Acquisitions Unit for auditing purposes.

F. CONTRACTOR TASKS AND DELIVERABLES

The following table identifies tasks and deliverables that are required by this SOW. The final version of each deliverable is to be presented to the DMV's Contract Manager for review and approval or rejection. Do **not** begin work on a deliverable unless written authorization has been obtained by the DMV Contract Manager.

TASKS	DELIVERABLES
<u>Task 1:</u> Planning and Discovery	<u>Deliverable 1:</u> Project Kick-off: On-boarded and assigned the respective roles in the project. The Project kick-off meeting will be organized to introduce and identify key stakeholder, discuss and finalize the project scope, assumptions, and agree upon any logistical requirements for project execution. <ul style="list-style-type: none">• Discovery: This phase involves organizing discussions with different key stakeholders to understand the environment, current technology landscape, inflight projects, ITIL tools and processes and support team structure. The supplier's team will also work closely with the DMV support teams to understand the specifics around the existing tools and solutions used for managing the device landscape.• Requirement Gathering: The supplier's team will work with key stakeholders to understand the requirements, existing areas of

TASKS	DELIVERABLES
	<p>concern and expectations with respect to the key project deliverables.</p> <ul style="list-style-type: none"> • Project Planning: The information gathered during this phase will be converted into a high-level project plan depicting the timelines, resources and task assignments.
<p><u>Task 2:</u></p> <p>Active Directory Health Check</p>	<p><u>Deliverable 2:</u></p> <p>The Active Directory Health Check – Run a health check to understand setup and topology of existing Active Directory environment, assess the Active Directory infrastructure health and identify existing issues, identify the gaps/ pre-requisites for upgrading the domain controllers to the latest domain and forest functional level. Responsible for suggesting and implementing remedial actions to sort the issues which are potential road blockers to upgrade the Active Directory infrastructure.</p>
<p><u>Task 3:</u></p> <p>Upgrade Active Directory Infrastructure</p>	<p><u>Deliverable 3:</u></p> <p>Assessing the existing design of the Active Directory infrastructure with respect to placement of domain controllers, server configurations, Active Directory topology and document the changes in the design. Responsible for producing the design document and planning and implementing the plan to upgrade the Active Directory infrastructure to the latest version of the operating system (Server 2019) and schema as necessary to meet the deliverables of the other work packages.</p>
<p><u>Task 4:</u></p> <p>Group Policy Optimization</p>	<p><u>Deliverable 4:</u></p> <p>This stage involves review and analysis of the existing group policies configured for managing the end user devices (Windows 10 only) with an objective to optimize the group policies by removing/consolidating duplicate Group Policy Objects (GPOs), configure GPOs based on industry best practices, replace traditional logon scripts wherever possible with Group Policy Preferences, with a view to reduce the overall login time, standardize group policy creation and management, to enable migration of GPOs to CSPs.</p>
<p><u>TASK 5:</u></p> <p>Enable BitLocker</p>	<p><u>Deliverable 5:</u></p> <p>Responsible to provide the necessary automation to enable BitLocker in the DMV's environment. Responsible for conducting the UAT and Pilot with a limited number of end users and will be responsible for the global rollout of BitLocker for a period of one week for support.</p>
<p><u>TASK 6:</u></p> <p>Enable Windows Hello for</p>	<p><u>Deliverable 6:</u></p> <p>Set up the required policies (group policies), configurations to setup and configure the Windows Hello for Business in the environment.</p>

TASKS	DELIVERABLES
Business	Responsible for successfully conducting UAT and Pilot and Production rollout of Windows Hello. Provide for Business support for one week after rollout.
<u>TASK 7:</u> Group Policy Objects (GPOs) to Configuration services providers (CSP) conversion	<u>Deliverable 7:</u> To allow DMV to adopt Modern Management for managing the end user device landscape, migrate from GPOs to Intune CSPs, effectively reducing any dependency on the on-premise Active Directory infrastructure. Responsible for assessing the GPOs and map the same to Intune by creating the respective configurations, policies and profiles. Demonstrate the feasibility and fitment by conducting the POC. (Proof of Concept) with limited test users and devices up to 50 users and devices.
<u>TASK 8:</u> Process Review and Active Directory clean up	<u>Deliverable 8:</u> Create an assessment of processes related to user on-boarding/off-boarding, functional or service account creation, Active Directory clean up policies and procedures and identifying gaps with respect to these processes and provide recommendations. Responsible to provide necessary guidelines and scripts that can be used by the support team to perform Active Directory clean up in alignment with DMV change control.
<u>TASK 9:</u> Network Planning and Discovery	<u>Deliverable 9:</u> Project Kickoff – The consultant team will be chartered, and staff will be assigned to project roles. The team will meet to discuss/revise the project scope and assumptions and finalize any logistical details such as security clearance and wiring closet access. <ul style="list-style-type: none"> • Discovery – The consultant team will perform a survey of all IDF, MDFs, computer rooms, field offices, extranet, DMZ, data centers, AWS Cloud Presence, and wiring closets for power, rack space, UPS and fiber. • Requirements Gathering – The consultant team will conduct interviews with selected DMV staff to understand and document feature and function requirements. The consultant team will detail the existing Network Infrastructure and corroborate the result with the DMV IT Team. • Project Planning – The consultant team will develop a design plan, a deployment process, and a detailed project plan which includes timelines, tasks and resource assignments.

TASKS	DELIVERABLES
<p><u>TASK 10:</u></p> <p>Network Design</p>	<p><u>Deliverable 10:</u></p> <p>Design Phase, Consultant team will document and review how the resulting system will be built and configured. Iterative review and validation of requirements by DMV staff.</p> <p>Key activities that will be completed in this phase include:</p> <ul style="list-style-type: none"> • Analysis – The consultant team will review information gathered during Discovery, the new hardware configurations and review Best Practices in order to develop baseline design information. A new and improved IP addressing scheme with new vlan numbering will also be decided upon. A review of all cloud and extranet peering will be gathered under this task. • Document Design – Consultant team will lead an effort to develop a final design to DMV. This will include consultant's recommendations for a re-design and integration to the existing network infrastructure. Include Details Visio Diagrams of all network devices and interconnectivity in the original source format. • Configuration Development – Configuration templates for each type of hardware device will be developed from the finalized design. These templates will be used to facilitate the deployment of the network infrastructure. • Design Review – The design principles will be documented, and a final design review will be conducted with all technical stakeholders.
<p><u>TASK 11:</u></p> <p>Network Implementation and Testing</p>	<p><u>Deliverable 11:</u></p> <p>Consultant team will stage, build, configure and test the following equipment per the re-design and the bill of materials for this project:</p> <p>As part of the re-design implementation, consultant will stage, place, and test the hardware listed above based on the following:</p> <ul style="list-style-type: none"> • Configure Unicast Routing Internal Gateway Protocol (IGP) based on the design phase of the project. • Configure Protocol Independent Multicast (PIM) based on the design phase of the project. • Configure Spanning Tree Protocol (STP) based on the design phase of the project. • Configure VLANs based on the design phase of the project. • Configure Switched Virtual Interfaces (SVI) based on the design phase of the project.

TASKS	DELIVERABLES
	<ul style="list-style-type: none"> • Configure Quality of Service (QoS) based upon the latest Consultant Best Practices to set priority on all traffic. • Configure First Hop Redundancy (FHR) based on the configurations based on the design phase of the project. • Configure Virtual Switching System (VSS) based on the design phase of the project. • Configure Ether-Channel (EC) based on the configurations based on the design phase of the project. • Configure physical network interfaces based on the design phase of the project. • Configure all network addressing based on the design phase of the project. • Configure secure access to the switch based on the design phase of the project. • Configure network management parameters based on the design phase of the project. • Configure Security Appliances to provide L4-7 inspection and Intrusion Prevention System based on the design phase of the project. • Configure content filtering with ZSCALER with DMV AD policies based on the discovery and analysis phases of the project. • Configure SDWAN/SDLAN deployment to incorporate field offices and extranet partners based on the discovery and analysis phases of the project. • Configure Cloud Peering as a Network Extension based on the design phase of the project. • Configure a new Source of Truth for IT team reference and network automation based on the design phase of the project. • Other configuration parameters as necessitated by the environment and as dictated by RFC Standard Best Practices. The consultant team will execute a defined test plan to verify implementation and configuration of the hardware and software, to test specific functionality, and to document the system configuration before turning the system over to DMV Staff.

TASKS	DELIVERABLES
<p><u>TASK 12:</u></p> <p>Network Integration</p>	<p><u>Deliverable 12:</u></p> <p>Integration of the "new" network will be connected to the existing infrastructure. When the integration of the two networks is complete, the migration of clients, servers, services and applications can begin. The integration phase will consist of the following sub-phases:</p> <ul style="list-style-type: none"> • Integration Planning – The consultant team will plan for the integration of the new network to both the main and remote campus LAN and WAN. The planning process will address physical connectivity, routing, bridging and addressing issues. As part of the planning process, an integration plan, a testing plan, and a backout plan will be developed, and communicated through DMV's change management process. • Integration Cutover – DMV technical staff will complete the integration of the two networks according to the plan developed in the integration planning phase.
<p><u>TASK 13:</u></p> <p>Network Post Implementation and Warranty Support</p>	<p><u>Deliverable 13:</u></p> <p>Contractor will provide 30 days of support after go live of production network</p>

G. DELIVERABLE ACCEPTANCE OR REJECTION

All concluded work shall be submitted for DMV review and approval or rejection through the use of the Deliverable Acceptance Document. 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. Signed acceptance is required from the DMV's Contract Manager before processing an invoice for payment. Refer to Section E – 5, DMV's Responsibilities, for identification of the individual required to sign for acceptance of deliverables under this contract.

H. 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 DAD as stipulated in the contract (refer to H.8. for DMV's Accounts Payable Address).
2. Invoices submitted must reference DAD number, the IT Acquisitions Contract Number TC19-054 and Deliverable Title 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 the DAD.

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 and 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 General Provisions – IT (GSPD-401IT).
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
Attn: Accounts Payable M/S E-109

I. REPORTING REQUIREMENTS

1. The Contractor must prepare a monthly written status report to the DMV's Contract Manager with the current status and future activities. This report shall include, but not be limited to the following information:
 - a) A 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 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 over-all project, including all phases and tasks, and including a discussion regarding each problem encountered and solutions implemented or proposed.
 - d) List and description of issues encountered during the reporting period.
2. Contractor personnel shall provide, on a weekly basis, detailed timesheets identifying the number of labor hours expended by each Contractor resource (personnel) on tasks authorized under the terms of this contract. The completion and submission of personnel timesheets for any given DAD are not considered deliverables under this contract.

J. 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. Contractor agrees to notify the DMV's Contract Manager when any personnel are added or removed under the terms of this contract and their sub-contractor affiliation as applicable. Each Contractor personnel replacement will require approval by DMV in accordance with the Personnel Change Order process described in paragraph 3 below, before services can be rendered. An amendment to the contract is not required for Contractor personnel changes.
2. The Contractor shall assume responsibility for all functions identified in Exhibit A – Statement of Work. The State reserves the right, in its sole discretion, to disapprove the continuing assignment of Contractor personnel provided to the State under this contract. If the State exercises this right, the Contractor must terminate the personnel from the contract within three (3) working days of notice by the State, and must provide qualified replacement personnel who meet the minimum requirements set forth in this Statement of Work within five (5) working days of the State exercising its rights under this paragraph (if the Contractor decides to replace personnel, they must provide resumes for replacement staff within five (5) working days **from the date it is known that the personnel will be replaced** as well). The replacement personnel will have the skills and experience, which meet or exceed the skills of the previous personnel. The DMV Contract Manager will approve or reject the replacement personnel. In the event such replacement is disapproved by the DMV Contract Manager, the Contractor shall continue to submit resumes until the DMV Contract Manager approves such replacement. A failure to provide suitable replacement personnel, as determined solely by the DMV, shall constitute a breach of this agreement and shall entitle the State, at its sole election, to pursue all of its available legal remedies. Upon approval of the replacement personnel's resume by the DMV Contract Manager, a Personnel Change Order Authorization (Exhibit C) must be initiated. **The Personnel Change Order Authorization must be initiated when contractor personnel leave the contract (removal of personnel) or are added to the contract (addition or replacement of personnel).**

Replacement of the DMV Contract Manager and Contractor Official may be completed through the Personnel Change Order Authorization process.

3. Contractor personnel changes must be initiated by the Contractor through the use of Exhibit C, Personnel Change Order Authorization. Each Personnel Change Order Authorization must include the replacement personnel's resume accepted by the DMV Contract Manager. **The replacement personnel will not begin work on a contract deliverable until the DMV Contract Manager, DMV IT Acquisitions Manager, DMV IT Acquisitions Analyst, and the Contractor Official have approved the Personnel Change Order Authorization.**

K. 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 will be 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 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.

EXHIBIT B - DELIVERABLE ACCEPTANCE DOCUMENT (DAD)

CONTRACTOR NAME: _____

DMV CONTRACT NUMBER: TC19-054 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.**

Exhibit C – Personnel Change Order Authorization

CHANGE ORDER NO. _____	
Contractor Name= _____ Contract Number = _____ TC19-054	
Start Date = _____ or upon approval by the DMV IT Acquisitions Manager, whichever occurs later	
Description of Change:	
New Personnel (including phone number and email address):	
SOW Personnel Classification:	Hourly Rate:
Personnel Classification:	Resume Attached: Yes <input type="checkbox"/> No of Pages: _____
Reason for Change:	
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 skills & experience 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)/Date _____ DMV Contract Manager (Print Name & Sign)/Date By signing below, the DMV IT Acquisitions Manager & DMV IT Acquisitions Analyst have confirmed that the proposed staff meets the skills & experience requirements. _____ DMV IT Acquisitions Manager/Date _____ DMV IT Acquisitions Analyst/Date	

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

Exhibit D – Sample Timesheet

DATE	CONSULTANT	DESCRIPTION OF SERVICES	DELIVERABLE	HOURS	RATE	TOTAL
02/07/11	Consultant 1	whatever goes here should relate to the weekly status	1	4	\$82.50	\$330.00
02/07/11	Consultant 2	whatever goes here should relate to the weekly status	1	8	\$82.50	\$660.00
03/07/12	Consultant 1	whatever goes here should relate to the weekly status	1	1	\$82.50	\$82.50
03/07/12	Consultant 2	whatever goes here should relate to the weekly status	1	7	\$82.50	\$577.50
			1 Total			\$1,650.00
02/07/11	Consultant 1	whatever goes here should relate to the weekly status	2	8	\$56.00	\$448.00
03/07/12	Consultant 2	whatever goes here should relate to the weekly status	2	5	\$56.00	\$280.00
03/07/12	Consultant 1	whatever goes here should relate to the weekly status	2	9	\$56.00	\$504.00
03/07/12	Consultant 2	whatever goes here should relate to the weekly status	2	5	\$82.50	\$412.50
			2 Total			\$1,644.50
02/07/11	Consultant 1	whatever goes here should relate to the weekly status	3	8	\$82.50	\$660.00
02/07/11	Consultant 2	whatever goes here should relate to the weekly status	3	5.3	\$82.50	\$437.25
03/07/12	Consultant 1	whatever goes here should relate to the weekly status	3	4	\$82.50	\$330.00
03/07/12	Consultant 2	whatever goes here should relate to the weekly status	3	3.5	\$82.50	\$288.75
			3 Total			\$1,716.00
02/07/11	Consultant 1	whatever goes here should relate to the weekly status	4	3	\$82.50	\$247.50
03/07/12	Consultant 2	whatever goes here should relate to the weekly status	4	4	\$56.00	\$224.00
03/07/12	Consultant 1	whatever goes here should relate to the weekly status	4	5	\$56.00	\$280.00
03/07/12	Consultant 2	whatever goes here should relate to the weekly status	4	4	\$82.50	\$330.00
			4 Total			\$1,081.50
			Grand Total			\$6,092.00

Exhibit E: COST DATA SHEET

NOTE: CONTRACTORS ACTING AS FISCAL AGENTS ARE PROHIBITED

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's cost. DMV shall not pay for such costs as a separate item.

Deliverables	Total Cost
Deliverable 1: Planning & Discovery Deliverable Total Amount	\$10,000
Deliverable 2: Active Directory Health Check Deliverable Total Amount	\$10,000
Deliverable 3: Upgrade Active Directory Infrastructure Deliverable Total Amount	\$80,000
Deliverable 4: Group Policy Optimization Deliverable Total Amount	\$120,500
Deliverable 5: Enable BitLocker Deliverable Total Amount	\$25,000
Deliverable 6: Enable Windows Hello for Business Deliverable Total Amount	\$22,500
Deliverable 7: Group Policy Objects (GPO) to Configuration service providers (CSP) conversion Deliverable Total Amount	\$32,500
Deliverable 8: Process Review & Active Directory Clean Up Deliverable Total Amount	\$15,000
Deliverable 9: Network Planning & Discovery Deliverable Total Amount	\$12,500

Deliverables	Total Cost
Deliverable 10: Network Design Deliverable Total Amount	\$37,500
Deliverable 11: Network Implementation & Testing Deliverable Total Amount	\$57,500
Deliverable 12: Network Integration Deliverable Total Amount	\$52,350
Deliverable 13: Network Post Implementation & Warranty Support Deliverable Total Amount	\$15,000
PROJECT TOTAL:	\$490,350

U. S. Department of Homeland Security
Headquarters 500 C St SW
Washington, D.C. 20042



FEMA

FEDERAL PROVISIONS

1. **REMEDIES (if contract is \$250,000 or more)**
 - a. Standard. Contracts for more than the simplified acquisition threshold, currently set at \$250,000, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II(A).
 - b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
2. **TERMINATION FOR CAUSE AND CONVENIENCE (if contract is over \$10,000)**
 - a. Standard. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).
 - b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
3. **CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT (over \$150,000)**

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the CA DMV and understands and agrees that the CA DMV will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
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 (all but certification is for over \$100,000)

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

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has

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

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

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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