	REGISTRATION NUMBER
PURCHASING AUTHORITY NUMBER **DMV-2740**	AGREEMENT NUMBER **TC19-051**

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

   STATE AGENCY'S NAME

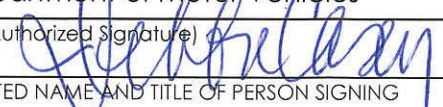   DEPARTMENT OF MOTOR VEHICLES

   CONTRACTOR'S NAME

   ENTISYS SOLUTIONS INC.

2. The term of this Agreement is: **April 7, 2020** or upon Department of Motor Vehicles approval, whichever is later, through one (1) year.

3. **The maximum amount of this** $ 500,000.00 (Five Hundred Thousand Dollars and 00/100 cents)

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

Exhibit A, Statement of Work	14 pages
Exhibit B, Deliverable Expectation Document (DED)	1 page
Exhibit C, Deliverable Acceptance Document (DAD)	1 page
Exhibit D, Personnel Change Order	1 page
Exhibit E, Confidentiality Statements	3 pages
Exhibit F, Cost Data Sheet	1 page
Exhibit G, DMV Annual Information Security and Computer Use Statement	2 pages
Exhibit H*, General Provisions – Information Technology DGS PD-401IT (dated 9/5/14)	

   https://www.dgs.ca.gov/-/media/Divisions/PD/PTCS/OPPL/Model-Language/Non-IT/GSPD401IT14_0905.pdf?la=en&hash=966B461B3B4FC01026962D7849A0AEB78B70ECE3

   Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR	Statewide Technology Procurement Division Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) Entysis Solutions Inc.	
BY (Authorized Signature)	DATE SIGNED 2020/APR/03	
PRINTED NAME AND TITLE OF PERSON SIGNING RONALD HAMILTON, CISO/SVP	
ADDRESS 2500 Venture Oaks Way, Suite 100, Sacramento, CA 95833	
STATE OF CALIFORNIA	
AGENCY NAME Department of Motor Vehicles	
BY (Authorized Signature)	DATE SIGNED 4/7/20	
PRINTED NAME AND TITLE OF PERSON SIGNING Debbie Casey, Chief, Business Management Branch	
ADDRESS 2415 1st Avenue, Sacramento, CA 95818	☐ Exempt per

STATEMENT OF WORK

A. BACKGROUND

Information Systems Security Branch (ISSB) is currently experiencing a severe shortage of qualified information security staff due to vacancies, retirements and separations. Additionally the recent events related to the COVID19 pandemic has significantly increased the required workload of the DMV's information security services.

B. CONTRACT DESCRIPTION AND SCOPE

The purpose of this contract is for the Contractor to provide professional services in Information Security and Risk Management. The Contractor will assist the DMV in the areas of Information Security such as Risk Management, Privacy, Information Security Integration, and Information Security Compliance. This work will include, but is not limited to:

- Participating in information security discussions with DMV staff,
- Advising DMV staff on information security standards and best-practices,
- Supporting and advising DMV staff on compliance tasks, and
- Drafting policies and procedures to support DMV in the area of information security.

The Contractor shall be directly responsible for ensuring the accuracy, timeliness, and completeness of all approved tasks and deliverables.

C. CONTRACT TERM

The term of this contract is twelve (12) months. The contract value shall not exceed $500,000.

D. STAFF QUALIFICATIONS

1. STAFF MANDATORY QUALIFICATIONS

   Each of the Contractor's staff must meet the following skills and experience:

   a. Must possess and have maintained a Certified Information Systems Security Professional (CISSP) certification for five (5) years. Certification must remain valid for the duration of this contract.

   b. Minimum of five (5) years of experience working on any of the following:

      1. National Institute of Standards and Technology (NIST) and Federal Information Processing Standards (FIPS)

      2. California State Administrative Manual (SAM) and California Statewide Information Management Manual (SIMM)

   c. Minimum of five (5) years of experience developing and executing Information Security Risk Management processes in accordance with NIST SP800-30 and SP800-37 guidelines.

   d. Minimum of five (5) years of experience working on any of the following:

     1. Payment Card Industry Data Security Standards (PCI DSS)

     2. Internal Revenue Service Publication 1075

     3. State or local Government financial data protection

     4. International Organization for Standardization/International Electrotechnical Commission 27000 series (ISO/IEC 27000 series)

   e. Minimum of three (3) years of information security and/or information systems auditing experience working with state or local government.

2. STAFF DESIRABLE QUALIFICATIONS

The Contractor may choose whether to meet the following Desirable Qualification:

   a. Demonstrated experience with State of California Office of Information Security direction on Information Security program standards and policy templates.

E. CONTRACTOR'S RESPONSIBILITIES

1. The Contractor shall assume responsibility for completion of work identified in Exhibit A, Statement of Work.

2. 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.

3. Each Contractor's staff listed in this contract must undergo and clear a background check prior to that individual commencing any work under this contract. The background check must be processed by an authorized Department of Justice Live scan site. Failure of the proposed staff to pass the background check will ban that individual from commencing any work under this contract and the Contractor must propose a replacement staff person.

4. 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.

5. 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 F.5 for identification of DMV Contract Manager).

6. If the Contractor staff are determined to be part of the conflict of interest program, then the staff listed in this contract shall agree to comply with Government Code 87302 and the Fair Political Practices Commission rules, including completing the Statement of Economic Interests, Form 700. The Contractor shall not permit its staff to work on this contract unless the staff 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).

7. If the Contractor staff are determined to be part of the conflict of interest program, then staff listed in this contract shall comply with the 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 staff in designated conflict of interest 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 the staff 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 will be provided.

8. The Contractor's staff (and any replacement staff) listed in this contract shall:

    a. Complete the Department of Motor Vehicles online Security Awareness Program.

    b. Provide a signed hardcopy of Exhibit G, Department of Motor Vehicles Annual Information Security Policy and Computer Use Statement (DMV Acceptable Use Statement, DMV 350).

    c. Provide a signed hardcopy of Exhibit E, Confidentiality Statement prior to commencement of work on this contract.

    d. Complete the Department of Motor Vehicles Telework/Remote Access Security Standard Training (when applicable).

9. The **Contractor Official** responsible for overseeing completion of services, approval of Deliverable Expectation Documents (DED), Deliverable Acceptance Documents (DAD), approval of PCOs, and to whom all communications relative to those services be addressed is:

Name:	█████████████
Telephone Number:	████████
Email Address:	██████████████

10. The Contractor will not begin work on a deliverable until the DMV (DMV IT Acquisitions Manager and DMV Contract Manager) and the Contractor Official have approved a DED.

11. 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 and Industry Partner employees, the Contractor must 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).

12. The Contractor's staff shall provide, with each deliverable, detailed Network and/or System Architecture Diagrams for any network/system created or altered.

13. All tasks associated with this agreement must be performed at the DMV's Headquarters Campus (2415 First Ave. Sacramento, CA). Contractor staff listed in this contract shall perform their duties on the premises of the DMV, during DMV's regular workdays and normal work hours, except as specifically agreed to otherwise in writing by the DMV Contract Manager. There will be no increase in hourly rates for extended hours or days.

14. The Contractor shall maintain general liability with limits of not less than $1,000,000 per occurrence for bodily injury and property damage liability combined. The policy shall include coverage for liabilities arising out of premises, operations, independent Contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured Contract. This insurance shall apply separately to each insured against whom a claim is made or suit is brought subject to the Contractor's limit of liability. The policy must include the State of California, its officers, agents, employees and servants as an additional insured, but only insofar as the operations under the Contract are concerned.

15. The Contractor shall maintain insurance certificate(s) evidencing required insurance coverage acceptable to the State, including endorsements showing the State as an "additional insured." Any required endorsements requested by the State must be separately provided; merely referring to such coverage on the certificates(s) is insufficient for this purpose. When performing work on State owned or controlled property, Contractor shall provide a waiver of subrogation in favor of the State for its workers' compensation policy.

16. The Contractor shall maintain statutory workers' compensation and employer's liability coverage with employer's liability limits of not less than $1,000,000 for all its employees who will be engaged in the performance of this Contract, including special coverage extensions where applicable.

F. 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 staff 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 DEDs, DADs, approval of the PCOs, and approval of invoices are:

Name:	███████
████████████	██████
Email Address:	████████████

6. The **DMV Contract Administrator** identified below is the department's point of contact responsible for coordinating all communication and documentation (including DEDs, deliverables, and DADs) between the Contractor and the DMV Contract Manager and to whom all communications relative to those services be addressed. The DMV Contract Administrator is also responsible for forwarding approved invoice(s), the related DAD(s), deliverable(s), status reports, and timesheets to the Information Technology (IT) Acquisitions Unit for auditing purposes.

Name:	███████████
Telephone Number:	████████
████████	██████████████

G. CONTRACTOR TASKS

The following table identifies Contractor tasks that may be initiated by the DMV. As specific tasks and deliverables are identified, DMV and the Contractor will execute a DED in accordance with the process described in Section H of this SOW.

TASKS

Task 1: Information Security Risk Management
 	
a. Conduct current state NIST SP800-30 based information security risk assessments on the following:
 	
    o Virtual Field Office infrastructure and operations
 	
    o DMV information security program
 	
    o DMV cyber defense posture
 	
b. Assist the DMV Chief Information Security Officer (CISO) in standardizing risk management processes and procedures.
 	
c. Develop a standardized method to track, prioritize and represent DMV information security risks to stakeholders and senior executive management.

Task 2: Information Security Project / Initiative Consulting a. Provide guidance on security control implementation and compliance to high priority DMV technology initiatives such as the DMV Virtual Field Office, modernization efforts and technology refresh/upgrades. b. Identify information security risks and escalate issues to the DMV CISO for further action. c. Provide recommendations on risk mitigation and compliance improvement as directed by the DMV CISO.
Task 3: Information Security Policy and Standards Development a. Assist DMV Information Security Office staff in developing new information security polices based on the State of California Office of Information Security templates. b. Develop information security standards required to meet policy and NIST guidelines . c. Ensure all SAM, SIMM and NIST control requirements are properly mapped to policies and standards. d. Create a standardized policy governance framework and review process to meet State and NIST requirements.
Task 4: Knowledge Transfer a. Conduct knowledge sharing/mentoring sessions, including documentation.

H. DELIVERABLE EXPECTATION DOCUMENT

The DED process is as follows:

1. All work performed under this contract shall be initiated using Exhibit B, Deliverable Expectation Document (DED).

2. The DED establishes that the DMV and the Contractor have a common understanding of the scope, schedule, format, content (depth and breadth), estimated hours per task by staff member, cost, and acceptance criteria of work products required prior to the Contractor beginning work. The DMV and Contractor will define and develop acceptance criteria, including specific, measurable success factors, to be set forth in the DED. The DED details Contractor services required to meet project objectives.

3. The Contractor will not begin work on a task until the DMV and the Contractor have approved the DED.

4. Once the DED has been reviewed and accepted, both the Contractor and the DMV will sign it. This will constitute acceptance of the DED. The originally approved DED will be retained by the DMV with copies sent to the Contractor.

5. All DEDs must be in writing and approved (signed) by the Contractor Contract Official, DMV Contract Manager, and DMV IT Acquisitions Manager prior to the Contractor beginning the work specified within the DED.

6. The start of work will occur upon the Start Date of the DED or upon approval by the DMV IT Acquisitions Manager, whichever occurs later.

7. It is understood and agreed by both parties that all of the terms and conditions of this contract shall remain in force with the inclusion of any such approved DED.

8. The DMV has the right to require the Contractor to stop or suspend work on any previously approved DED.

9. The DMV will pay based on the hourly rate in accordance with Exhibit F, Cost Data Sheet, but no more than the "Maximum Cost of Deliverable" shown on the DMV approved DED.

10. If, in the performance of the work, the Contractor determines that the work approved through the DED cannot be accomplished within the estimated hours, the Contractor will immediately notify the DMV Contract Manager in writing of the Contractor's estimate of the additional hours necessary to complete the work in full. Upon receipt of such notification, the DMV may:

    a. Alter the scope of the DED, in order to define tasks that can be accomplished within the remaining estimated hours, via an approved amendment to the DED; or

    b. Terminate the DED.

11. The following is a list of required information for the DED. This list is not all-inclusive therefore, any additional information deemed relevant to the work identified in the DED should be included. Each DED shall include the following:

   a. A work description which shall include the purpose, objective, or goals to be undertaken by the Contractor;

   b. An identification of tasks and any associated work products (deliverable) to be completed by the Contractor;

   c. Acceptance criteria for the work to be performed/deliverables;

   d. The name or identification of the Contractor staff to be assigned;

   e. The Contractor's estimated hours required to accomplish the purpose, objective or goals;

   f. The Contractor's billing rates per hour which shall be in accordance with the rates identified in Exhibit F, Cost Data Sheet; and

   g. The Contractor's total cost for the DED.

I. DELIVERABLE ACCEPTANCE OR REJECTION

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

1. The Contractor will submit each deliverable with the level of detail and quality consistent with the DED approved by the DMV.

2. A signed Exhibit C, Deliverable Acceptance Document (DAD) is required from the DMV Contract Manager before processing an invoice for payment. The DAD must accompany any invoice submitted by the Contractor. Should deficiencies be identified in a deliverable, the DMV and the Contractor will meet to determine what work products are acceptable and the strategy and level of effort for correction of any deficiencies. The DMV may issue a DAD for a portion of the Deliverable. The DMV and the Contractor will document the strategy and level of effort for the Contractor's correction of deficiencies through an amended DED.

3. All Deliverables shall be provided in a format compatible with the DMV Project Office standard applications (currently, Microsoft Office 2016). In all cases, the Contractor must verify application compatibility with the DMV Contract Manager prior to creation or delivery of any electronic documentation. Any deviations from these standards must be approved by the DMV Information Systems Division (ISD) and Information Security Office (ISO).

4. Hardcopy deliverables must be on standard paper as appropriate. Electronic versions must be stored in a DMV designated central repository and shall remain the sole property of the DMV.

5. 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.

J. 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 this contract.

2. Invoices submitted must reference the DAD number and the IT Acquisitions Contract Number TC19-051.

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 and DMV Contract Administrator. 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 terms referenced in State's General Provisions - Information Technology (DGSPD 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

K. REPORTING REQUIREMENTS

1. The Contractor must prepare a weekly written status report to the DMV's Contract Manager and DMV Contract Administrator 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 task or deliverable 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 task or deliverable to which the work is attributable;

c. The status of the over-all project, including all phases and tasks, and any problem(s) encountered and solution(s) implemented or proposed.

d. A list and description of issues encountered during the reporting period.

2. The Contractor staff shall provide, on a weekly basis, detailed timesheets identifying the number of labor hours expended by each Contractor staff on tasks authorized under the terms of this contract. The completion and submission of staff timesheets for any given DAD are not considered deliverables under this contract.

3. The Contractor shall submit each timesheet in an electronic format. The electronic format version may be submitted to DMV as an e-mail attachment addressed to the DMV Contract Manager and DMV Contract Administrator.

4. The DMV will not be obligated to pay for any services provided during a period for which the Contractor has not provided weekly status reports and time sheets.

5. Time sheets and status reports must be submitted with the invoices.

L. PROBLEM OR ISSUE ESCALATION

The parties acknowledge and agree that certain technical and project-related problems or issues may arise, and that such matters shall be brought to the DMV's or Contractor's attention from the moment a service problem is discovered to resolution. Problems or issues shall also be reported in status reports. However, there may be instances where the severity of the problem or issue justifies escalated reporting. To this extent, the DMV or the Contractor will notify the appropriate party as follows:

1. 1st Level of Escalation:

   a. Problem or issue (deviation) is identified by the DMV or the Contractor as follows:

      1. Project output, samples, or deliverables are not consistent with the requested status or quality, or

      2. Exceeded deadlines, or

      3. Services by DMV or Contractor are not efficient or were not implemented.

b. Action(s):

1. On-site meeting at DMV headquarters in Sacramento, CA with Contractor and DMV Contract Manager about the deviation and approach for resolution.

c. Consequence(s):

1. Define necessary actions for deviation troubleshooting, resolution and completion time.

2. Monitoring of status reports concerning deviation.

If actions are processed and successful at 1st Level of Escalation, no further process shall follow. If actions are deemed not successful by the DMV or the Contractor, proceed to 2nd level of escalation.

2. 2nd Level of Escalation:

a. Problem or issue (deviation) is identified by the DMV or the Contractor as follows:

1. Declaration by DMV or Contractor that 1st Level of Escalation was not effective.

b. Action(s):

1. Meeting with Contractor's Senior Management and DMV Contract Manager about the deviation and approach for resolution.

c. Consequence(s):

1. Define necessary actions for deviation troubleshooting, resolution and completion time.

2. Monitoring of status reports concerning deviation.

If actions are processed and successful at 2nd Level of Escalation, no further process shall follow. If not successful, proceed to 3rd Level of Escalation.

3. 3rd Level of Escalation:

a. Problem or issue (deviation) is identified by the DMV or the Contractor as follows:

1. Declarations by the DMV or the Contractor that 2nd Level of Escalation was not effective.

b. Action(s):

1. Meeting with the Contractor Executive(s) who holds the authority to bind the contract and DMV Executive(s) about the deviation and approach for resolution. DMV Executive(s) will include the following: Project Director, Enterprise Applications Branch Chief, Chief Information Officer, Information Systems Division Deputy Director, or Director.

2. If necessary, place project "On Hold", in accordance with the State's General Provisions – Information Technology, for "Stop Work".

   c. Consequence(s):

     1. Analysis by the Contractor or DMV for immediate resolution, subject to DMV or Contractor approval.

     2. If a deviation is in result of the Contractor's performance, the Contractor shall submit an action plan documenting results of the 3rd Level Escalation meeting for DMV approval.

If actions are processed and successful at 3rd Level of Escalation, no further process shall follow. If not successful, and the deviation is in result of the Contractor's performance, the DMV will issue a Cure Notice, in accordance with Section 18, Cure Notices, of this contract.

M. CURE NOTICES

DMV will issue a cure notice to inform the Contractor in the event the Contractor fails to meet a contract requirement or performance. The cure notice specifies ten (10) days for the Contractor to remedy the condition. If the condition is not corrected within this period, the cure notice states that the Contractor may face the termination of its contract for default. Cure notices may be triggered by the any of the following conditions, or other conditions that arise in performance of the contract:

     1. The Contractor continues to miss agreed-upon deadlines;

     2. Quantifiable evidence is lacking to show that work is being accomplished;

     3. Quality of deliverables does not meet DMV's standards;

     4. The Contractor is non-responsive to DMV requests; or

     5. The Contractor does not replace its Staff in a timely manner.

N. STAFF ADDITION OR REPLACEMENT

1. The Contractor will act as the prime contractor under this contract. In addition to identifying all classifications and staff 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 additional staff based on the hourly rates provided in Exhibit F, Cost Data Sheet with experience that meet or exceeds the Staff Mandatory Qualifications in this SOW. Upon request of the DMV, the Contractor will submit the resume(s) for the additional staff with experience that meets or exceeds the Staff Mandatory Qualification for the requested role. Before services can be rendered, each additional Contractor staff 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 adding Contractor staff to this contract.

3. The DMV reserves the right to require the Contractor to provide replacement staff (during the contract and optional years) based on the hourly rates provided in Exhibit F, Cost Data Sheet with experience that meet or exceed the Staff Mandatory Qualifications of the staff being replaced. Upon request of the DMV, the Contractor will submit the resume(s) for the replacement staff with experience that meets or exceeds the Staff Mandatory Qualification for the requested role. Before services can be rendered, each replacement Contractor staff 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 staff replacements.

4. The Contractor must notify the DMV's Contract Manager at least five (5) business days prior to any Contractor staff being replaced or removed by the Contractor 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 staff with experience that meets or exceeds the qualification of the staff being replaced. Before services can be rendered each Contractor staff 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 staff changes.

5. The DMV reserves the right, in its sole discretion, to disapprove the continuing assignment of Contractor staff provided to the DMV under this contract. If the DMV exercises this right, the Contractor must terminate the staff from the contract within three (3) business days of notice by the DMV. The Contractor must then provide qualified replacement staff, submitting to the DMV their resume(s) that demonstrate experience that meets or exceeds the qualifications of the staff being replaced. The Contractor must provide the replacement staff within five (5) business days of the DMV's notice exercising its rights under this paragraph. Before services can be rendered, each Contractor staff 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 staff changes.

6. The DMV Contract Manager will review the resumes and approve or reject the additional or replacement staff. In the event such additional or replacement staff is disapproved by the DMV Contract Manager, the Contractor shall continue to submit resumes until the DMV Contract Manager approves such additional or replacement staff. A failure to provide suitable replacement staff, 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.

7. Upon approval of the additional or replacement staff's resume by the DMV Contract Manager, a PCO must be initiated as follows:
   a. Contractor staff changes must be initiated by the Contractor via Exhibit D, Personnel Change Order.
   b. Each PCO must include the additional or replacement staff's resume that has been accepted by the DMV Contract Manager.
   c. The additional or replacement staff 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.

8. The PCO must be initiated when contractor staff leave the contract (removal of staff) or are added to the contract (addition or replacement of staff).

9. Replacement of the DMV Contract Manager, DMV Contract Administrator, or 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, DMV Contract Administrator, or Contractor Official.

10. All additional or replacement staff must undergo and pass the Department of Justice background check prior to that individual commencing any work under this contract (See Section E, #3 of this SOW).

O. 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 shall 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.

DELIVERABLE EXPECTATION DOCUMENT (DED)

CONTRACTOR NAME: _____

DMV CONTRACT NUMBER: _____ DED NUMBER: _____

DELIVERABLE TITLE: _____

DELIVERABLE START DATE: _____ DELIVERABLE END DATE: _____

Deliverable start date is the date above or date signed by the IT Acquisitions Manager, whichever occurs later.

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

Name	Classification	Est. Hours	Contract Rate

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 DED.

Tasks and Deliverables described below are in accordance with Contract Number TC19-051, Exhibit A, Section G, Task #___.

DESCRIPTION OF TASKS:

DESCRIPTION OF DELIVERABLE:

This DED has been reviewed and agreed upon and all work associated with this DED will be performed in accordance with the DED and the provisions of Contract Number TC19-051.

AUTHORIZED AND APPROVED:

_____   _____
CONTRACTOR OFFICIAL   DMV CONTRACT MANAGER
PRINT NAME, SIGN, AND DATE   PRINT NAME, SIGN, AND DATE

_____
DMV IT ACQUISITIONS MANAGER
PRINT NAME, SIGN, AND DATE

DELIVERABLE ACCEPTANCE DOCUMENT (DAD)

CONTRACTOR NAME: _____

DMV CONTRACT NUMBER: _____ DAD NUMBER: _____

DELIVERABLE TITLE: _____

DELIVERABLE COMPLETION DATE: _____

TOTAL COST OF APPROVED DELIVERABLE: $ _____

DELIVERABLE DESCRIPTION:

DMV'S ACCEPTANCE OR REJECTION:

AUTHORIZED AND APPROVED:

_____   _____
CONTRACTOR OFFICIAL   DMV CONTRACT MANAGER
PRINT NAME, SIGN AND DATE   PRINT NAME, SIGN AND 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 this contract (See Exhibit A, Section J, Payment Terms and Invoicing Requirements).

Personnel Change Order

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 Staff (including phone number and email address)</u>:

SOW Staff Role:	Hourly Rate:
	Resume Attached: Yes ☐
	No of Pages: _____

<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 contract staff 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)/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 contract staff classification requirements.

_____   _____
DMV IT Acquisitions Manager/Date   DMV IT Acquisitions Analyst/Date

Note: The DMV Contract Manager will submit Personnel Change Order form(s) to the IT Acquisitions Analyst to obtain DMV IT Acquisitions Manager approval.

CONFIDENTIALITY STATEMENTS

Confidentiality Statement for Vendor

As an authorized representative or corporate officer of the company named below, I have the authority to bind the company contractually, and I agree that all persons employed by this company will adhere to the following policy:

All information belonging to the California Department of Motor Vehicles (DMV) is considered sensitive and confidential and cannot be disclosed to any person or entity that is not directly approved to participate in the work required to execute this Agreement.

I certify that I will keep all project information including (but not limited to) information concerning the planning, processes, development or procedures of the project, and all communication with DMV or its affiliates related to any procurement process, confidential and secure. I will not copy, give or otherwise disclose such information to any other person unless DMV has on file a Confidentiality Statement signed by the other person(s), and the disclosure is authorized and necessary for the project. I understand that the information to be kept confidential includes, but is not limited to, specifications, administrative requirements, terms and conditions, concepts and discussions, as well as written and electronic materials. I further understand that if I leave this project before it ends, I must still keep all project information confidential. I agree to follow any instructions provided by the project relating to the confidentiality of project information.

I fully understand that any unauthorized disclosure I make may be basis for civil and/or criminal penalties. I agree to advise the DMV Contract Manager immediately in the event of an unauthorized disclosure, inappropriate access, misuse, theft or loss of data.

I warrant that if my company is awarded the Contract, it will not enter into any agreements or discussions with a third party concerning such materials prior to receiving written confirmation from the DMV that such third party has an agreement with the DMV similar in nature to this one.

All materials provided for this Project, except where explicitly stated will be promptly returned or destroyed, as instructed by an authorized DMV representative. If the materials are destroyed and not returned, a letter attesting to their complete destruction, which documents the destruction procedures, must be sent to the DMV Contract Manager before payment can be made for services rendered. In addition, all copies or derivations, including any working or archival backups of the information, will be physically and/or electronically destroyed within five (5) calendar days immediately following either the end of the Contract period or the final payment, as determined by the DMV.

CONFIDENTIALITY STATEMENTS (continued)

All staff assigned to this project shall be provided a Confidentiality Statement and will be expected to sign and return it to the DMV's Contract Manager before beginning work on this project.

Representative Name:		Title:		Phone Number:	
Company Name:					
Address:					
City/State/Zip Code:					
Signature:					
Date:					

CONFIDENTIALITY STATEMENTS (continued)

Confidentiality Statement for Staff

As an authorized representative of the company named below, I agree to adhere to the following policy:

All information belonging to the California Department of Motor Vehicles (DMV) is considered sensitive and confidential and cannot be disclosed to any person or entity that is not directly approved to participate in the work required for this contract.

I certify that I will keep all project information including (but not limited to) information concerning the planning, processes, development or procedures of the project, and all communication with DMV or its affiliates, confidential and secure. I will not copy, give or otherwise disclose such information to any other person unless DMV has on file a Confidentiality Statement signed by the other person(s), and the disclosure is authorized and necessary for the project. I understand that the information to be kept confidential includes, but is not limited to, specifications, administrative requirements, terms and conditions, concepts and discussions, as well as written and electronic materials. I further understand that if I leave this project before it ends, I must still keep all project information confidential. I agree to follow any instructions provided by the project relating to the confidentiality of project information.

I fully understand that any unauthorized disclosure I make may be basis for civil and/or criminal penalties. I agree to advise the DMV Contract Manager immediately in the event of an unauthorized disclosure, inappropriate access, misuse, theft or loss of data.

All materials provided for this Project, except where explicitly stated will be promptly returned or destroyed, as instructed by an authorized DMV representative. If the materials are destroyed and not returned, a letter attesting to their complete destruction, which documents the destruction procedures, must be sent to the DMV Contract Manager before payment can be made for services rendered. In addition, all copies or derivations, including any working or archival backups of the information, will be physically and/or electronically destroyed within five (5) calendar days immediately following either the end of the Contract period or the final payment, as determined by the DMV.

Representative Name:		Title:		Phone Number:	
Company Name:					
Address:					
City/State/Zip Code:					
Signature:					
Date:					

COST DATA SHEET

Table 1 identifies the staff name and rates that will be used in this contract. There will be no increase in contract hourly rates for extended hours or days. Project costs related to items such as travel, per diem and travel time to the designated base of operation for the engagement are costs to be included within the Contractor rates. DMV shall not pay for such costs as a separate item.

A	B	C	D	E
Staff Name	Sub-contractor Company Name*	Contract Hourly Rates	Est. Hours	Total Cost (C x D = E)
1. ██████	n/a	$175.00	1920	$336,000.
2. ██████	n/a	$185.00	800	$148,000.

* If subcontractor personnel are proposed, indicate company name.

NOTE: CONTRACTORS ACTING AS FISCAL AGENTS ARE PROHIBITED.

DEPARTMENT OF MOTOR VEHICLES ANNUAL
INFORMATION SECURITY AND COMPUTER 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, smartphone, tablet, USB drive, software)
- Describing how systems operate or are protected, and
- 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:

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

1. I will only access DMV Information Assets using my assigned UserID 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 350 (REV. 10/2017) DMV/WebREV 350 (REV. 10/2017) DMV/Web

DEPARTMENT OF MOTOR VEHICLES ANNUAL
INFORMATION SECURITY AND COMPUTER 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 email 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	