

STATE OF CALIFORNIA
Department of Motor Vehicles

REQUEST FOR QUOTATION – RFQ ASD08-0010A

QUOTE DUE DATE:
May 20, 2009 by 10am

Supplier name and address:

Contact:

Phone:

Fax:

Name (Print):

Title:

Signature:

Date: _____

Federal Employer Identification Number:

Sealed bid responses must be delivered before 10:00AM on the due date to:

Jennifer Herrera
ASD IT Acquisitions
Department of Motor Vehicles (DMV)
2415 First Ave, Mail Stop F184
Sacramento, CA 95818
Phone# (916) 657-1206
Fax # (916) 657-6840
jherrera@dmv.ca.gov

SOLICITATION #: ASD08-0010A

REV. #:

DATE: April 14, 2009

Ship To:

Department of Motor Vehicles
2415 First Ave, Dock,
Mail Stop K150
Sacramento, CA 95818

Delivery Date

Days ARO

REQUISITION OR CONTROL #

N/A

IS BIDDER CLAIMING PREFERENCE AS A SMALL BUSINESS:

YES _____ NO _____

IF YES, MANUFACTURER?

YES _____ NO _____

IS BIDDER A NON-SMALL BUSINESS CLAIMING AT LEAST 25% SMALL BUSINESS SUBCONTRACTOR PREFERENCE?

YES _____ NO _____

\$ _____

SECTION 14838 ET SEQ. OF THE CALIFORNIA GOVERNMENT CODE REQUIRES THAT A 5% PREFERENCE BE GIVEN TO BIDDERS WHO QUALIFY AS A SMALL BUSINESS AS A NON-SMALL BUSINESS CLAIMING AT LEAST 25% CALIFORNIA CERTIFIED SMALL BUSINESS PARTICIPATION FOR REQUIREMENTS SEE TITLE 2, CALIFORNIA CODE OF REGULATIONS SECTION 1896 ET SEQ. THE REQUIREMENTS FOR NONPROFIT VETERAN SERVICE AGENCIES QUALIFYING AS A SMALL BUSINESS ARE CONTAINED IN SECTION 999.50 ET SEQ. OF THE MILITARY AND VETERANS CODE.

Bidder offers and agrees if this response is accepted within 45 calendar days following the date the response is due to furnish all the items upon which prices are quoted, at the prices set opposite each item, delivered at the designated point(s) by the method of delivery and within the times specified and subject to the attached General Provisions. DECLARATIONS UNDER PENALTY OF PERJURY; By signing above, with inclusion of the date of signature, the above signed bidder DECLARES UNDER PENALTY OF PERJURY under the laws of the State of California as follows: (1) (STATEMENT OF COMPLIANCE). The above signed as complied with the non-discrimination program requirements of Government Code 12990 and Title 2, California Administrative Code Section 8103, and such declaration is true and correct. (2) The National Labor Relations Board declaration set forth in Paragraph 48 of the General Provisions is true and correct. (3) If a claim is made for the Small Business or Disabled Veterans Business preference, the information set forth within is true and correct.

DESCRIPTION

The purpose of this Request for Quotation (hereafter called the RFQ) is to acquire a contractor for the length of one week to provide consulting and knowledge transfer services regarding the Profitability and Cost Management application formerly known as "Activity Analysis" by ALG Software. In submitting a quote, bidders must comply with the instructions found herein. Please read the enclosed document carefully.

The following Sections are incorporated as part of this Request for Quotation:

- Section I: General Information
- Section II: Evaluation Information
- Section III: Statement of Work
- Section IV: Attachments

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SECTION I GENERAL INFORMATION

A) Purpose of this Request for Quotation (RFQ)

The purpose of this Request for Quotation (ASD08-0010A) is to acquire a contractor to provide consulting and knowledge transfer services regarding the Profitability and Cost Management application formerly known as "Activity Analysis" by ALG Software.

The training will be held at the DMV facility in a classroom environment for the Cost Accounting staff of six (6) employees. The training will be provided using the Activity Based Costing (ABC) system development environment with DMV data. This training is to provide consulting and knowledge transfer on:

- Advanced Capabilities of the ABC Model
- Model Enhancement features
- Security Administration
- Enhancement of WEB books

B) Period of Performance

The contract term shall be for a period not to exceed 40 hrs. The schedule will begin on a date to be mutually agreed by both parties and must be completed before July 1, 2009.

C) Key Action Dates

Listed below are the key action dates and times by which the actions must be taken or completed. If the State finds it necessary to change any of these dates, it will be accomplished via an addendum to this RFQ.

Key Action Dates	Date
1. Submission of written questions	April 29, 2009
2. Departments response to written questions	May 6, 2009
3. Submission of Quotes	May 20, 2009
4. Public Cost Opening at 9:00 am Pacific Time	May 27, 2009*
5. Intent to Award	May 28, 2009*
6. Contract Award	June 4, 2009*

*All dates after the Submission of Quotes (#3 in the Key Action Dates table) are tentative and may change if needed to allow the State additional time for evaluation and contract execution.

D) Written Questions

All questions regarding the content of this RFQ must be submitted electronically to jherrera@dmv.ca.gov or by fax/mail at the fax number/address listed on page one of this RFQ. All questions must be received by the Key Action Date identified above. Questions not submitted in writing by the Key Action Date for submission of written questions shall be answered at the State's option.

When the State has completed its review of the questions, all questions and answers will be posted to the California State Contracts Register (CSCR) which is now only accessible through the new eProcurement system located at <http://www.eprocure.dgs.ca.gov>.

E) Bidder's Instructions and Provisions

The following information is incorporated into this RFQ. Please read the documents carefully. By signing Attachment 1 – Cover Sheet, bidders agree to the terms and conditions listed below:

Bidder's Instructions:

<http://www.documents.dgs.ca.gov/pd/modellang/BidderInstructions080307.pdf>

General Provisions – Information Technology

<http://www.documents.dgs.ca.gov/pd/modellang/GPIT0407.pdf>

State Model Information Technology Personal Services Special Provisions

<http://www.documents.dgs.ca.gov/pd/modellang/PersonalServiceSpecial020807.pdf>

F) Award of Contract

Award of contract, if made, will be in accordance with the RFQ information on Evaluation to a responsible bidder whose bid complies with all the requirements of the RFQ documents and an addenda thereto, except for such immaterial defects as may be waived by the State. Award, if made, will be made within forty-five (45) days after the scheduled date for Contract Award as specified in the RFQ, Key Action Dates; however, a bidder may extend the offer beyond 45 days in the event of a delay of contract award. The State reserves the right to modify or cancel in whole or in part this RFQ.

Written notification of the State's intent to award will be made to all bidders via the eProcurement system located at <http://www.eprocure.dgs.ca.gov>. If a bidder, having submitted a bid, can show that its bid, instead of the bid selected by the State, should be selected for contract award, the bidder will be allowed five (5) working days to submit a protest to the Intent to Award, according to the instructions contained in the paragraph titled "Protests" of this RFQ.

G) Protests

Any bidder's issues regarding solicitation requirements must be resolved (or attempts to resolve them must have been made) before a protest may be submitted according to the procedure below. These issues will first be resolved by the contact for the solicitation or if they result in a protest, the protest will be submitted to DGS Procurement Division Deputy Director to hear and resolve issues and whose decision will be final.

If a bidder has submitted a bid which it believes to be totally responsive to the requirements of the RFQ and to be the bid that should have been selected according to the evaluation procedure in the solicitation section on Evaluation and the bidder believes the State has incorrectly selected another bidder for award, the bidder may submit a protest of the selection as described below. Protests regarding selection of the "successful vendor" will be heard and resolved by the Victim Compensation and Government Claims Board whose decision will be final.

All protests of award must be made in writing, signed by an individual authorized to bind the bidder contractually and financially, and contain a statement of the reason(s) for protest; citing the law, rule, regulation or procedure on which the protest is based. The protester must provide facts and evidence to support the claim. Protests must be mailed or delivered to:

Street and Mailing Address:

Deputy Director
Procurement Division
707 Third Street, Second Floor South
West Sacramento, CA 95605
Facsimile No.: (916) 375-4611

All protests to the RFQ or protests concerning the evaluation, recommendation, or other aspects of the selection process must be received by the DGS Procurement Division Deputy Director as promptly as possible, but not later than the date indicated in the Notification of Intent to Award. Certified or registered mail must be used unless delivered in person, in which case the protester should obtain a receipt of delivery.

H) Exclusion for Conflict of Interest

No consultant shall be paid out of State funds for developing recommendations on the acquisition of IT goods or services or assisting in the preparation of a feasibility study, if that consultant is to be a source of such acquisition or would otherwise directly and/or materially benefit from the State adoption of such recommendations or the course of action recommended in the feasibility study. Further, no consultant shall be paid out of State funds for developing recommendations on the disposal of State surplus IT products if that consultant would directly and/or materially benefit from state adoption of such recommendations.

I) Follow On Contracts

No person, firm, or subsidiary thereof who has been awarded a consulting services contract, or a contract which includes a consulting component, may be awarded a contract for the provision of services, delivery of goods or supplies, or any other related action which is required, suggested, or otherwise deemed appropriate as an end product of the consulting services contract. Therefore, any consultant that contracts with a state agency to develop a feasibility study or provide formal recommendations for the acquisition of EDP products or services is precluded from contracting for any work recommended in the feasibility study or the formal recommendation.

J) Disclosure of Financial Interests

Proposals in response to State procurements for assistance in the preparation of feasibility studies or the development of recommendations for the acquisition of IT goods and services must disclose any financial interests (i.e., service contracts, OEM agreements, remarketing agreements, etc.) that may foreseeably allow the individual or organization submitting the proposal to materially benefit from the State's adoption of a course of action recommended in the feasibility study or of the acquisition recommendations.

In addition, should a consultant establish or become aware of such a financial interest during the course of contract performance, the consultant must inform the state in writing within 10 working days. If, in the state's judgment, the newly established financial interest will jeopardize the objectivity of the recommendations, the state shall have the option of terminating the contract.

Failure to disclose a relevant financial interest on the part of a consultant will be deemed grounds for termination of the contract with all associated costs to be born by the consultant and, in addition, the

consultant may be excluded from participating in the state's bid processes for a period of up to 360 calendar days in accordance with Public Contract Code Section 12102(h).

Note: DMV may determine that some or all of the staff provided by the contractor under this agreement will be making or participating in making decisions which may foreseeably have a material effect on financial interests; and, therefore are subject to the disclosure of financial interests and conflict of interest provisions of section 87302 of the Government Code. A person whose position has been identified as reporting under section 87302 of the Government Code must disqualify himself from making, participating in making, or using his position to influence the making of a decision when the person has a financial interest as defined in section 97103 of the Government Code for which it is reasonably foreseeable that the interest may be affected materially by the decision.

K) Ethics Orientation Training Requirement

Article 12 (commencing with section 11145) 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.**

L) RFQ Response Guidelines

This RFQ and the bidders's response will be made a part of the contract. Responses to this RFQ must contain all data/information requested and must conform to the format described in this RFQ. It is the Contractor's responsibility to provide all required data and any other information deemed necessary for the State's evaluation team to determine and verify the bidder's ability to provide the requested items as defined in the Statement of Work.

At the State's option prior to award, bidders may be required to submit additional written clarifying information. Failure to submit the required written information as specified may be grounds for bid rejection.

FACSIMILE MACHINE BIDS WILL NOT BE ACCEPTED. BIDS MUST BE SEALED WITH COST INFORMATION PROVIDED IN A SEPARATELY SEALED ENVELOPE.

M) RFQ Response Content

Acceptable responses to this RFQ must contain one (1) original, three (3) copies, and one (1) diskette or CD copy of all data/information requested. **Refer to Section IV – Attachments – for the documents required for the RFQ Response Content.** To be deemed responsive, the following items must be submitted with your RFQ response:

1) ATTACHMENT 1 – COVER LETTER

Complete and attach the cover letter included in this RFQ as Attachment 1. Also include the RFQ cover sheet, which requires the bidders name, title, signature, date and the Federal Employer Identification Number.

2) ATTACHMENT 2 – COST SHEET

Bidder must complete the cost sheet that identifies costs as described in the Statement of Work using the format in Attachment 2 – Cost Sheet.

3) ATTACHMENT 3 – CONFLICT OF INTEREST AND CONFIDENTIALITY STATEMENT

The Conflict of Interest and Confidentiality Statement must be signed and dated by the bidder or an authorized representative of the bidder's company and submitted with the bidder's proposal. The Confidentiality Statement is to be submitted as Attachment 3.

The overall objective of maintaining confidentiality is to ensure the integrity of this or related projects by preventing any bidder from gaining an advantage. It is important to understand that the disclosure of certain confidential or procurement-sensitive information could jeopardize any procurement related to any information obtained during the course of providing services for this contract. Individuals involved in the performance of services for this contract must be careful to avoid breach of confidentiality both inside and outside of the workplace. Each individual is personally responsible for maintaining confidentiality in all oral and written communications, as well as in the handling of information through electronic means. The disclosure of any procurement-sensitive information may jeopardize a procurement and may result in civil or criminal penalties and/or disciplinary action.

Please read the confidentiality statement carefully. The confidentiality statement also includes a conflict of interest statement. Any individual who feels they may have a personal or financial interest that would be incompatible with participation in any RFQ related activity must disclose that information to the appropriate DMV employee prior to signing the confidentiality statement.

WHAT INFORMATION IS CONFIDENTIAL?

- Any document (hard copy or electronic media) marked "Confidential".
- Any information or procurement documents which have not been released to the supplier community.
- Any supplier responses or review of offers for procurements related to the services provided in this contract.

PRECAUTIONS FOR INDIVIDUALS WORKING WITH CONFIDENTIAL INFORMATION:

- All confidential documents should be marked "Confidential". If the DMV determines that additional controls are necessary, documents will be numbered and assigned prior to release. It will be the recipient's responsibility to control and return the numbered document(s).
- Keep all confidential documents out of view and locked away from your desk.
- Confidential information on your personal computer should always be password protected and should never be left open when stepping away from your desk. Screen savers should also be used and should be password protected. Confidential documents should be filed in your personal drive. If documents must be shared, they can be stored in a shared drive, but should also be password protected with a shared password.
- Monitor the printer when printing a confidential document. Do not leave confidential print jobs unattended.
- Remove all confidential documents from the photocopy machine when jobs have been completed. In the event of a machine jam, make sure all confidential papers are removed and shredded.

- Close doors when confidential discussions occur during meetings. Erase and/or remove all white boards, flip charts, and papers once the meeting has concluded.
- Be discrete in communications with others to ensure that unauthorized disclosure of confidential information does not occur. Be cautious of what you say.
- Formal or informal inquiries by other vendors should be directed to the appropriate DMV personnel. Do not attempt to answer any inquiries by other vendors.
- Confidential mail can be sent via regular mail courier envelopes, but should be sent in a sealed envelope within the messenger envelope and marked appropriately. Confidential mail should be hand carried to local destinations (within reasonable traveling distance). Please instruct clerical support staff that incoming mail marked "Confidential" should be delivered unopened to the recipient immediately.
- Confidential papers (including notes and working papers) should not be discarded in wastebaskets or recycle bins. Confidential papers should be shredded.
- Using the fax machine for transmitting confidential information is not recommended. However, if necessary, arrangements should be made at both ends of the transmission to monitor the fax machine until the entire fax has been sent and received. Do not leave a fax machine unattended when sending or receiving a confidential document. The following statement should be included in the fax transmittal sheet:

CONFIDENTIALITY NOTICE: This Facsimile transmission is intended only for the addressee shown above. It may contain information that is privileged, confidential or otherwise protected from disclosure. Any review, dissemination or use of this transmission or any of its contents by persons other than the addressee is strictly prohibited. If you received this fax in error, please call us immediately upon receipt and return the facsimile documents, by first class mail, to the address above. Thank you for your cooperation.

- All conference calls where confidential information may be discussed should be conducted behind closed doors.
- Individuals should be cautious of their surroundings when leaving voice mail messages that may contain confidential information.
- Electronic mail messages should not be used to share confidential information since they can be accessed fairly easily by experienced users.

4) ATTACHMENT 4 – DEPARTMENT OF MOTOR VEHICLES VENDOR CONFIDENTIALITY AGREEMENT

The Department of Motor Vehicles Vendor Confidentiality Agreement must be signed by a person authorized to bind the bidder. In addition, if awarded the contract, all proposed staff will be required to submit a signed hardcopy of Attachment 4 prior to commencement of work on this contract.

5) ATTACHMENT 5 – PAYEE DATA RECORD

Bidder must submit a Payee Data Record, Std. 204, listing their Taxpayer Identification Number as Attachment 5.

6) ATTACHMENT 6 – CA DVBE REQUIREMENT

The State has established goals for Disabled Veteran Business Enterprises (DVBE) participating in State contracts. Please review the attached DVBE program requirements package. Bidders must complete and return all the appropriate pages in order for the quote to be considered responsive.

(a) Bidders must be, or partner with, a California Certified DVBE (Option A), perform a good faith effort (Option B), or submit an approved DVBE Business Utilization Plan (Option C). All certified DVBE's must perform a "commercially useful function" in the performance of the contract. The Std. 840 form must be submitted with the bid response.

Note: DVBE Incentive is applied during the evaluation process and is only applied for responsive bids from responsible bidders proposing the percentage(s) of DVBE participation for the incentive(s) specified below:

Confirmed DVBE Participation of:	DVBE Incentive:
5% and Over	5%
4% - 4.99% inclusive	4%
3% - 3.99% inclusive	3%
2% – 2.99% inclusive	2%
1% - 1.99% inclusive	1%

(b) Certified small businesses and disabled veteran businesses listed as subcontractors must perform a "commercially useful function" in the performance of the contract. The term "commercially useful function" is defined in Government Code Section 14837(d) (4) and in Military and Veterans Code Section 999(b)(5)(B).

Bidder must provide a written explanation delineating what Commercially Useful Function each certified small business or certified disabled veteran business will provide for this RFQ.

(c) The Disabled Veteran Business Enterprise Declarations (STD. 843) form is completed by a California certified DVBE owner and DVBE managers of the DVBE who will be participating in the awarded purchase document. The Std 843 must be submitted with the bid response if the bidder is either a certified CA DVBE or subcontracting with a certified CA DVBE.

7) ATTACHMENT 7 – BIDDER DECLARATION FORM

All bidders must complete the Bidder Declaration GSPD-05-105 and include it with the bid response. When completing the declaration, bidders must identify all subcontractors proposed for participation in the contract. Bidders awarded a contract are contractually obligated to use the subcontractors for the corresponding work identified unless the State agrees to a substitution and it is incorporated by amendment to the contract.

8) ATTACHMENT 8 –TACPA/ EZA/LAMBRA (SUBMIT ONLY IF BIDDER IS CLAIMING PREFERENCE)

If bidders qualify for more than one bidding preference (TACPA, EZA, LAMBRA, Small Business), the maximum preference allowed by law is 15% or \$100,000.

If any of these "acts" apply complete the appropriate form and attach it to the response.

(a) TARGET AREA CONTRACT PREFERENCES ACT (TACPA)

Preference will be granted to California-based Contractors in accordance with Government Code Section 4530 whenever contract for goods and services are in excess of \$85,000 and the Contractor meets certain requirements as defined in the California Code (Title 2, Section 1896.30) regarding labor needed to produce the goods or provide

the services being procured. Bidders desiring to claim Target Area Contract Preferences Act shall complete Std. Form 830 and submit it with the bid response.

(b) ENTERPRISE ZONE ACT PREFERENCE (EZA)

Government Code Section 7080, et. seq., provides that California based companies may be granted preferences when bidding on state contracts in excess of \$100,000 for goods and services (excluding construction contracts) if the business site is located within designated "Enterprise Zones" (see Std. Form 831). Bidders desiring to claim this preference must submit a fully executed copy of Std. Form 831 with their bid response. Bidders proposing to perform the contract in a designated enterprise zone are required to identify such site(s) on the Std. Form 831. Failure to identify a site(s), which qualifies as an enterprise zone, will result in denial of the claimed preferences. A bidder has claimed an EZA preference and is awarded the contract based on such preference(s) will be obligated to perform the contract in accordance with the Act.

(c) LOCAL AGENCY MILITARY BASE RECOVERY AREA PREFERENCE (LAMBRA)

The LAMBRA bidding preference that a bidder qualifies for is used for bid solicitation purposes only, to a maximum of \$50,000. The preference does not alter the amount of the resulting contract (Government Code, Section 7118 et seq., and California Code of Regulations, Title 2, Section 1896, 100 et seq.). Bidders desiring to claim this preference must submit a fully executed copy of STD. Form 832 with their bid response.

**9) ATTACHMENT 9 - SMALL BUSINESS AND NON-SMALL BUSINESS PREFERENCE
(SUBMIT ONLY IF BIDDER IS CLAIMING PREFERENCE)**

(a) REGULATIONS

The Small Business regulations, located in the California Code of Regulations (Title 2, Division 2, Chapter 3, Subchapter 8, Section 1896 et. seq.), concerning the application and calculation of the small business preference, small business certification, responsibilities of small business, department certification, and appeals are revised, effective 09/09/04. The new regulations can be viewed at (www.pd.dgs.ca.gov/smbus). Access the regulations by Clicking on "Small Business Regulations" in the right sidebar. For those without Internet access, a copy of the regulations can be obtained by calling the Office of Small Business and DVBE Services at (916) 375-4940.

(b) SMALL BUSINESS CERTIFICATION

Bidders claiming the small business preference must be certified by California as a small business or must commit to subcontract at least 25% of the net bid price with one or more California certified small businesses. Completed certification applications and required support documents must be submitted to the Office of Small Business and DVBE Services (OSDS) no later than 5:00 p.m. on the bid due date, and the OSDS must be able to approve the application as submitted

Small business nonprofit veteran service agencies (SB/NVSA) claiming the small business preference must possess certification by California prior to the day and time bids are due.

Questions regarding certification should be directed to the OSDS at (916) 375-4940.

(c) NON-SMALL BUSINESS SUBCONTRACTOR PREFERENCE

A 5% bid preference is now available to a non-small business claiming 25% California certified small business subcontractor participation. If applicable, claim the preference in the box on the right hand side of the first page of this solicitation. If claiming the non-small business

subcontractor preference, the form must list all of the California certified small businesses with which the bidder commits to subcontract in an amount of at least twenty-five percent (25%) of the net bid price. All certified small businesses must perform a "commercially useful function" in the performance of the contract as defined in Government Code Section 14837(d)(4).

(d) SMALL BUSINESS NONPROFIT VETERAN SERVICE AGENCIES (SB/NVSA)

SB/NVSA prime bidders meeting requirements specified in the Military and Veterans Code Section 999.50 et seq. and obtaining a California certification as a small business are eligible for the 5% small business preference. If applicable, claim the preference in the box on the right hand side of the first page of this solicitation. All certified small businesses must perform a "commercially useful function" in the performance of the contract as defined in Government Code Section 14837(d)(4).

10) ATTACHMENT 10 – STANDARD AGREEMENT 213

All bidders must complete and return 2 signed copies the Standard Agreement for IT Goods/Services Only (STD 213) and include it with the bid response. When completing the STD 213, bidders must populate the following information:

- a In Section 1, insert "*name of department*" as the State Agency and the bidder's name on the appropriate lines.
- b Leave Section 2 and 3 blank.
- c In Section 4 of this document, insert the following:
 - i. **Statement of Work**
 - ii. **IT General Provisions (Revised and effective on 04/12/2007)**
<http://www.pd.dgs.ca.gov/modellang/GeneralProvisions.htm>
 - iii. **RFQ ASD08-0010A and Contractor's bid response are hereby incorporated and made a part of this contract.**
- d At the bottom of the STD 213 For IT Goods and Services Only, complete the information in the "Contractor" section as appropriate and the following information for the Agency Name, Printed Name and Title and Address, respectively:

Department Name
Name/Title of Department Official
Address, Sacramento, CA 95812-1486

11) ATTACHMENT 11 – CUSTOMER EXPERIENCE REFERENCE FORM

A bidder must provide a minimum of three (3) customer references to validate experience providing three (3) years of service for projects with similar scope, schedule and resources to this project. The bidder shall complete one (1) Customer Experience Reference Form, Attachment 11 for each reference. Only one (1) of these references can be from DMV. References should be for the same complexity and magnitude as proposed in the Statement of Work. Provide as much detail as necessary in order to show how the company/individual's reference is similar in complexity/magnitude to the services requested in the Statement of Work. DMV staff may contact referenced organizations when reviewing a bidder's quote to verify the information provided. A reference must be external to a bidder's organization and corporate structure (a company cannot be its own reference). A reference can either be provided based upon company history or specific to the individual. When identifying a reference please identify whether the reference is for a company or specific to the individual.

The State may contact customer references during the week following submission of Quotes to validate the information provided by the bidder and to determine the customer's overall

satisfaction with the services provided. Therefore, it may prove beneficial to the bidder to contact its referenced customers to ensure their contact information provided on the Customer Experience Reference Form is up-to-date and that the reference will be available during the period of time that the State will be validating references.

12) ATTACHMENT 12 – RESUMES

Resumes must be provided for all personnel who will participate in this project. These resumes must be specific to the individuals who will perform the tasks and produce the deliverables associated with this project; "representative" or "sample" resumes will not be acceptable. An acceptable resume must include the individual's education, any applicable credentials and certifications, current work history and a summary of similar work performed. Sufficient detail must be included in each resume to allow the DMV to confirm the experience cited, including an explicit statement of the total cumulative time each individual performed work on or with each of the components, identified in the Statement of Work, for each project on which they worked.

13) ATTACHMENT 13 – TASK PERFORMANCE

All bidders must provide a description of how they will perform the tasks identified in the Statement of Work. Including:

- A. A detailed work plan for each task which includes a description of subtasks and level of effort
- B. A timeline for tasks
- C. Personnel that will participate in each task (role and responsibility)

Note: If awarded the contract, the DMV Project Manager may require a finalized detailed work plan due in 5 working days

SECTION II EVALUATION INFORMATION/RESPONSE CHECKLIST

A) Evaluation

Each RFQ ASD08-0010A response will be checked for the presence of required information in conformance with the submission requirements of this RFQ. The department will evaluate each RFQ ASD08-0010A bid response to determine its responsiveness to the requirements. If a bidders response proves to be responsive to the requirements of RFQ ASD08-0010A, then the bidders cost envelope will be opened at the Public Cost Opening specified in the Key Action Dates of this RFQ.

The overall responsiveness of each RFQ response is based on the complete response from the bidder to the RFQ requirements, including the statement of work for the project. The following three sub-sections and criteria will be reviewed by the State's evaluation team.

BIDS MUST BE SEALED WITH COST INFORMATION IN A SEPARATELY SEALED ENVELOPE.

1. Administrative Requirements Evaluation Criteria (Pass/Fail)

Administrative Requirements	Attachment has been submitted & is complete	Attachment has not been submitted or is not complete	Is Bidder claiming Preference*? (yes or no)
Attachment 1 – Cover Letter (Required)			
Attachment 2 – Cost Sheet (Required)			
Attachment 3 - Conflict of Interest and Confidentiality Statement (Required)			
Attachment 4 – Department of Motor Vehicles Vendor Confidentiality Agreement (Required)			
Attachment 5 – Payee Data Record Std 204 Payee Data Record (Required)			
Attachment 6 – CA DVBE Requirement (Required) - Std. 840 Documentation of DVBE Program Req. (Required) - Std. 843 DVBE Declarations (only submitted if bidder is a certified CA DVBE or is subcontracting with a certified CA DVBE) - Description of commercially useful function for subcontractors (only submitted if bidder is a certified CA DVBE or is subcontracting with a certified CA DVBE)			
Attachment 7 – Bidder Declaration Form (GSPD-05-105) Bidder Declaration (Required)			
Attachment 8 – TACPA /EZA/LAMBRA * (submit only if bidder is claiming preference) - Std. 830 TACPA - Std. 831 EZA - Std. 832 LAMBRA - DGS/PD 526 Bidder's Summary - DGS/PD 525 Manufacturer's Summary			
Attachment 9 – Small Business and Non-Small Business			

Preference* (submit only if bidder is claiming preference) Description of commercially useful function for Subcontractors if claiming the small business/non-Small business preference for subcontractors – subs Must be CA certified as small business)			
Attachment 10 – Standard Agreement , STD. 213 (Required) 2 signed copies WITHOUT COST INFORMATION			

2. Technical Requirements Evaluation Criteria (50 points)

- a. References (Attachment 11) - Mandatory (30 points)
Bidder will receive up to a maximum of 10 points for each reference that satisfies the Requirements of this RFQ. Only three (3) are required and only the first three (3) provided will be scored. No extra points will be awarded for additional references.
- b. Resumes - Mandatory (10 points)
Bidder will receive up to a maximum of 10 points for providing resumes of proposed staff, which combined, must meet the minimum Contractor Skills/Experience listed in the Statement of Work.
- c. Task Performance - Mandatory (10 points)
Bidder will receive up to a maximum of 10 points for describing how they will perform the tasks identified in the Statement of Work.

3. Cost (50 points)

The cost for this RFQ is weighted at 50% of the total points available. The contractor will be evaluated on the total extended cost for the contracted term.

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.

COST INFORMATION MUST BE PROVIDED IN A SEPARATELY SEALED ENVELOPE OR THE BIDDERS RESPONSE MAY BE REJECTED.

B) Scoring & Award

The award will be based on the responsive bid receiving the highest number of points.

Each bidder's response will be checked for the presence or absence of required information in conformance with the submission requirements of this RFQ.

The final selection will be made based on best value to the DMV, which will include costs, breadth of experience, customer reference(s), and the quality and level of effort to be provided in completing the required tasks.

1. Administrative (Pass/Fail)
The administrative evaluation criteria will be scored pass/fail.
2. Technical (50 points)
The technical evaluation criteria will be scored on a scale of 0 through 10, with 0 being "does not meet the requirement" and 10 being "exceeds the requirement".

3. Cost (50 points)

Each bidders cost score will be calculated based on the ratio of the lowest cost proposal to the bidders cost, multiplied by the maximum number of cost points available, as shown in the example below:

Lowest Total Cost Bid

X Total cost points available

Bidder Total Cost

Example: To help illustrate this process, refer to table below, for an example of the cost score calculation process. **Cost figures in the example below explain the calculations and have no other significance.**

Cost Evaluation and Scoring Methodology Example

Bidder	Grand Total Cost	Calculation	Cost Points Awarded
A	\$400,000	$\frac{\$300,000}{\$400,000} \times 50$	38
B	\$350,000	$\frac{\$300,000}{\$350,000} \times 50$	43
C	\$300,000	$\frac{\$300,000}{\$300,000} \times 50$	50

In this case the highest scored proposal from Bidder C would be the intended awardee.

SECTION III STATEMENT OF WORK

A. Background

The Department of Motor Vehicles implemented an Activity Based Costing (ABC) System in July 2006, to assist management on their decision making. The ABC model is maintained on a yearly basis with participation from the ten division representatives in providing, reviewing and validating data for completeness and accuracy.

The ABC system utilizes a commercial off the shelf software from Business Objects Americas (BOA) Version 2.4 – Activity Analysis by Armstrong Laing Group (ALG) and is in the process of upgrading to version 11.3 - Profitability and Cost Management Application Software.

The ABC model captures resources at the unit level such as expenditures, personnel year and personnel hours. The resources are allocated to 411 activities using resource drivers. The activity costs are allocated to 86 products and services using activity drivers.

The Activity Analysis software is very robust. Cost Accounting staff wants to fully utilize the many features available on the Activity Analysis software by getting additional training from the experts.

B. Contract Description and Scope

The purpose of this contract is to acquire a contractor to provide consulting and knowledge transfer services regarding the Profitability and Cost Management application formerly known as “Activity Analysis” by ALG Software.

The training will be held in the DMV facility in a classroom environment for the Cost Accounting staff of 6 employees. The training will be provided using the ABC system development environment with DMV data. The high level scope of this training is to provide consulting and knowledge transfer on:

- Advanced Capabilities of the ABC Model
- Model Enhancement features
- Security Administration
- Enhancement of WEB books

The contract term shall be for a period not to exceed 40 hrs. The schedule will begin on a date to be mutually agreed by both parties and must be completed before July 1, 2009.

C. Contractor Skills/Experience

Proposed staff must have a minimum of three years of experience as a trainer. The staff must have worked with and used the Profitability and Cost Management Application Software formerly known as Activity Analysis by ALG Software.

The proposed staff must cumulatively also meet or exceed the skills and experience as listed below:

- a. Expert knowledge of Profitability and Cost Management Version 11.3 formerly known Activity Analysis by Armstrong Laing Group (ALG) Software
- b. Expert (3 years) knowledge of Activity Analysis by Armstrong Laing Group (ALG) Software version 2.4
- c. Expert (3 years) knowledge of Microsoft Access 2003
- d. Excellent (3 years) understanding of the Activity Based Costing methodology.
- e. Excellent (3 years) system analysis skills
- f. Excellent written and verbal communication skills
- g. Excellent interpersonal skills to provide training, guidance and expertise and ensure an adequate transfer of knowledge.

- h. Ability to maintain flexibility during the completion of task.
- i. Knowledge and experience of SQL and relational database

Resumes must validate that proposed personnel meet the Contractor Skills/Experience listed above.

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 Project Manager (refer to Section E.5 for identification of DMV Project Manager).
4. Finalize the detailed work plan proposed in the Contractor's offer submitted in response to DMV RFQ #ASD08-0010A, including schedule for completing the deliverables and the level of effort for each of the tasks identified. The final work plan must be provided to the DMV Project Manager within 5 days of this contract start date for approval or rejection.
5. 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 _____.
6. The Contractor must provide training on Profitability and Cost Management Version 11.3 at the DMV location listed below:

2120 Broadway
Sacramento, CA 95818

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 and ready access to hardware, software and data in order to complete the work in a timely fashion.
4. If needed, invite the contractor to appropriate project meetings.
5. The DMV Project Manager responsible for overseeing the Contractor's performance, 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 Bill Davidson/Marianne Wong.
6. The DMV Project Manager is responsible for forwarding approved invoice(s), the related Deliverable Acceptance Document, and the deliverable(s) to the Information Technology (IT) Acquisitions Unit for auditing purposes.

F. Contractor Tasks and Deliverables

The contractor is to provide consulting and knowledge transfer services using the DMV CA ABC Model in the DMV facility with a classroom environment for the Cost Accounting staff of 6 employees. The training will consist of knowledge transfer services regarding the following topics:

1. Advanced Capabilities (Allow 2 days for this activity):

- a. Knowledge transfer related to maintaining the ABC model for multiple years. Need to address:
 - i. Change in Activity Drivers
 - ii. Change in Responsibility Centers Assigned vs. Unassigned
- b. Knowledge transfer related to the naming convention for Activity Drivers, uniform vs. unique activity driver names
- c. Knowledge transfer related to the different calculation methods in the model. Address the method to be used for support units.
- d. Knowledge transfer related to different methods of importing data in the model with existing data in the model.
- e. Knowledge transfer related to reassignment of activities.
- f. Review the Data Collection Tool in the model for any improvements needed.
- g. Develop the Unit cost for Activities.

2. Model Enhancement (Allow 2 days for this Activity):

- a. Knowledge transfer related to developing additional Cost Objects (CO) in the model as follows:
 - i. CO2 – Projects
 - ii. CO3 – IT Resources
- b. Knowledge transfer related to further increasing the level of activities.
- c. Knowledge transfer related to enhancement of Model for Performance Budgeting/Optimization and What If Scenarios, how it would work. Knowledge Transfer on ways to implement What If's such as:
 - i. Need to fully review model with eye for optimization improvements, e.g.
 - a) are dimension structures efficient and clean
 - b) good use of attributes
 - c) volrc field in COD screen
 - d) good use of any override assignments if applicable
 - e) organization of views and books
 - f) organization of databridge files
 - g) model calc options

3. Security Administration (Allow ½ day for this Activity):

- a. Knowledge transfer related to the set up individual password/access for every user
- b. Knowledge transfer related to the setup of separate Front End User access from the Back end user access
- c. Knowledge transfer related to the Audit Trail

4. Enhancement of WEB Books (Allow ½ day for this Activity):

- a. Knowledge transfer related to improvement of published books to make them more user-friendly.
- b. Review potential use of Report Manager to print web books

5. Training Materials:

Contractor shall provide eight (8) hard copies and one (1) electronic copy, in DMV desktop standard format, of all training material utilized during the training course, including, but not limited to, handouts, books, presentations, etc.

G. Deliverable Acceptance or Rejection

Payment for tasks performed under this contract shall be hourly rate multiplied by staff hours expended. 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 Project 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. All concluded work shall be accepted through the use of the Deliverable Acceptance Document.

H. Payment Terms

1. Invoices must be submitted upon completion of each DAD and must include the deliverable number and description. Payment shall be made upon completion and acceptance of each deliverable as stipulated in this contract. Progress payments do not apply to this contract.
2. Invoices submitted must reference DAD number and description, the IT Acquisitions Contract Number (TA or TC-XXXXX) and Project Description.
3. The invoice cannot exceed the cost shown on the DAD and will not be authorized for payment until the Status Reports and Time Sheets required in Section J of this contract are received by the DMV Project Manager.
4. 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.
5. All invoices must be accompanied by a DMV approved Deliverable Acceptance Document and deliverable. If an invoice is submitted without an approved DAD, DMV's Accounting department will take no action until said document is received.
6. Accounts Payable will pay only those invoices approved by the DMV Project Manager and verified by the IT Acquisitions Unit.
7. Invoices must be submitted to:
Department of Motor Vehicles
P.O. Box 932382
Sacramento, CA 94232-3820
Attn: Accounts Payable M/S F-109

I. 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 Project 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 Section III– 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 RFQ 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 in five (5) working days as well). The replacement personnel will have the skills and experience, which meet or exceed the skills of the previous personnel. The DMV Project Manager will approve or reject

the replacement personnel. In the event such replacement is disapproved by the DMV Project Manager, the Contractor shall continue to submit resumes until the DMV Project 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 Project Manager, a Personnel Change Order Authorization (Exhibit B) 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 Project 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 B, Personnel Change Order Authorization. Each Personnel Change Order Authorization must include the replacement personnel's resume accepted by the DMV Project Manager. The replacement personnel will not begin work on a contract deliverable until the DMV Project Manager, DMV IT Acquisitions Manager, DMV IT Acquisitions Analyst, and the Contractor Official have approved the Personnel Change Order Authorization.

J. Amendments

1. Should, during the course of the resulting contract, it become necessary to modify the terms of the Statement of Work (Section III), 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 vendor cannot begin work until they have received a fully executed copy of the written amendment from the DMV Information Technology Acquisitions Unit. Note: any amendment to a contract that increases the dollar amount of the contract, and/or adds additional tasks 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 A - 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 SIGNATURE / DATE

DMV PROJECT MANAGER SIGNATURE/ DATE

Note: Once the Contractor Official and the DMV Project Manager have approved the DAD as stipulated in the contract, the Contractor may submit an invoice to the DMV.

Exhibit B – Personnel Change Order Authorization

CHANGE ORDER NO. ____	
<u>Start Date</u> = _____ or upon approval by the DMV IT Acquisitions Manager	
<u>Description of Change:</u>	
<u>New Contractor Personnel:</u>	
<u>SOW Personnel Classification:</u>	<u>Hourly Rate:</u>
	<u>Resume Attached:</u> Yes ☐
	<u>No of Pages:</u> _____
<u>Reason for Change:</u>	
<u>Approval:</u> The DMV Project Manager and the DMV IT Acquisitions Analyst have reviewed the experience of the proposed staff, _____, and it meets or exceeds the requirements for the proposed classification.	
_____ Contractor Official/Date	_____ DMV Project Manager/Date
_____ DMV IT Acquisitions Manager/Date	_____ DMV IT Acquisitions Analyst/Date

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

SECTION IV ATTACHMENTS

ATTACHMENT 1 – COVER SHEET

The submission of this quote does not obligate the Department of Motor Vehicles to fund the proposed contract. If the quote is approved for funding, a contract will be executed between the State of California and the bidder. When funding is authorized, the bidder will be expected to adhere to the terms of the executed contract.

By signing Attachment 1 - Cover Sheet, bidders agree to the terms and conditions listed in Section I.E Bidders Instructions and Provisions.

The undersigned bidder hereby proposes to furnish all labor, materials, tools and equipment, to provide services in accordance with the specifications and provisions received with the RFQ.

1. Full Legal Name of Bidder's Organization:

2. Mailing Address:

Street	City	State	Zip
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Telephone	FAX	Email
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3. Federal Taxpayer Identification Number: _____

4. Principal who is authorized to bind the bidder: _____

Typed Name	Title
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Original Signature	Date
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5. Bidder's contact person shall be:

(Name and Phone Number)

ATTACHMENT 2 – COST SHEET

Pricing for Training			
	Hourly Rate	Number of Hours	
Training as described in Section III – Statement of Work	\$	X 40 =	\$
Sub Total			\$

Pricing for Training Materials			
	Flat Rate Per Copy	Number of Copies	
Hard Copy of Training Materials as described in Section III – Statement of Work	\$	X 8 =	\$
Electronic Copy of Training Materials as described in Section III – Statement of Work	\$	X 1 =	
Sub Total			\$

Grand Total \$ _____

ATTACHMENT 3 – CONFLICT OF INTEREST AND CONFIDENTIALITY STATEMENT

I certify that I have no personal or financial interest and no present or past employment or activity which would be incompatible with my participation in any activity related to the planning or procurement processes for this or related Projects. For the duration of my involvement in this Project, I agree not to accept any gift, benefit, gratuity or consideration, or begin a personal or financial interest in a party who is bidding/proposing, or associated with a bidder/proposer, on the Project or related Projects.

I certify that I will keep confidential and secure and will not copy, give or otherwise disclose to any other party who has not signed a copy of this confidentiality agreement, all information concerning the planning, processes, development or procedures of the Project which I learn in the course of my duties on the Project. I understand that the information to be kept confidential includes, but is not limited to, specifications, administrative requirements, and terms and conditions, and includes concepts and discussions as well as written or electronic materials. I 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. A failure to adhere to the terms of this Conflict of Interest and Confidentiality Statement, as determined within the sole discretion of the Department, may be considered a breach of this agreement and may lead to contract termination, civil and/or criminal liability, or a combination thereof.

I fully understand that any unauthorized disclosure I make may be a basis for civil or criminal penalties and/or disciplinary action. I agree to advise the appropriate DMV staff immediately in the event that I either learn or have reason to believe that any person who has access to Project confidential information has or intends to disclose that information in violation of this agreement.

Date: _____

Signature: _____

Printed Name: _____

Title: _____

Organization: _____

Telephone Number: _____

Fax Number: _____

**ATTACHMENT 4 – DEPARTMENT OF MOTOR VEHICLES VENDOR CONFIDENTIALITY
AGREEMENT**

Name of Organization	
Name of Authorized Representative	Title of Representative

By signing this form, as an authorized representative and/or corporate officer of the company above, I acknowledge that I have read, understand and agree to its contents and realize the penalties for non-compliance with its terms.

1. I warrant that I, and any worker engaged on behalf of the company named above, will not disclose any documents, diagrams, information, and information storage media made available to me by the State for the purpose of fulfilling the requirements of my company's engagement under Agency Order/Contract No. _____.
2. I further warrant that I, and any worker engaged on behalf of the company named above, may physically/logically access locations, equipment, hardware and software only necessary to accomplish the responsibilities of employment.
3. I, and any worker engaged on behalf of the company named above, will abide with information security policies and procedures of the department of Motor Vehicles, including but not limited to:
 - a. Department Of Finance Budget Letter 04-35 (Safeguarding Access to State Data— requires written agreements with non-state entities before they are allowed access to State data)
 - b. State Administrative Manual Sections 4840.4 and 4841.2 (require non-state entities to sign confidentiality statements to preserve the integrity and security of DMV's automated files and databases)
 - c. California Civil Code Section 1798.29 (requires notification of any breach of security of a system that contains unencrypted personal information)
 - d. Use of unauthorized equipment on DMV network is prohibited (i.e. laptops);
 - e. No network device should be connected to the DMV network without prior authorization.
 - f. Vendors will adhere to departmental security standards when configuring Information Technology systems and components prior to installation on DMV network.
 - g. Workstation/laptop system hardening.
 - h. Vendors' remote access machines must be updated and scanned with latest anti-virus software before connecting to DMV network.
 - i. Protected data (i.e., confidential or personal data per California Civil Code 1798.29) must be encrypted during transportation. Additionally, encryption of protected information is recommended during storage.
4. I, and any worker engaged on behalf of the company named above, warrant that all materials provided by the State will be returned promptly after use; that all copies or derivations of the materials will be physically and/or electronically destroyed. I will include, with the returned materials, a letter attesting to the complete return of materials and documenting the destruction of copies and derivations. Failure to so comply will subject this company to liability, both criminal and civil, including all damages to the State and third parties.
5. I authorize the State to inspect and verify the above.

6. I, and any worker engaged on behalf of the company named above, further warrant that we will not enter into any agreements or discussions with a third party concerning such materials prior to receiving written confirmation from the State that such third party has an agreement with the State similar in nature to this one.

Signature of Representative:

Date Statement Signed:

ATTACHMENT 5 – PAYEE DATA RECORD, STD. 204

All bidders must provide a signed copy of the Payee Data Record with their response. The form is available at this website link:

<http://www.documents.dgs.ca.gov/osp/pdf/std204.pdf>

ATTACHMENT 6 – CALIFORNIA DISABLED BUSINESS ENTERPRISE PROGRAM REQUIREMENT PACKET

Bidders must submit the following forms/information:

- A. Bidders must be, or partner with, a California Certified DVBE (Option A), perform a good faith effort (Option B), or submit an approved DVBE Business Utilization Plan (Option C). The Std 840 form must be submitted with the bid response. The website is listed below:

<http://www.documents.dgs.ca.gov/pd/delegations/DVBEPckt2.doc>

Note: A DVBE Incentive is applied during the evaluation process and is only applied for responsive bids from responsible bidders proposing the percentage(s) of DVBE participation for the incentive(s) specified below:

Confirmed DVBE Participation of:	DVBE Incentive:
5% and Over	5%
4% - 4.99% inclusive	4%
3% - 3.99% inclusive	3%
2% – 2.99% inclusive	2%
1% - 1.99% inclusive	1%

- B. Certified small businesses and disabled veteran businesses listed as subcontractors must perform a "commercially useful function" in the performance of the contract. The term "commercially useful function" is defined in Government Code Section 14837(d) (4) and in Military and Veterans Code Section 999(b)(5)(B).

Bidder must provide a written explanation delineating what Commercially Useful Function each certified small business or certified disabled veteran business will provide for this RFQ.

- C. The Disabled Veteran Business Enterprise Declarations (STD. 843) form is completed by a California certified DVBE owner and DVBE managers of the DVBE who will be participating in the awarded purchase document. The Std 843 must be submitted with the bid response if the bidder is a certified CA DVBE or is subcontracting with a certified CA DVBE.

The STD. 843 may be found at the following website:

<http://www.documents.dgs.ca.gov/pd/poliproc/STD-843FillPrintFields.pdf>

ATTACHMENT 7 – BIDDER DECLARATION FORM

All Bidders must complete the Bidder Declaration GSPD-05-105 and include it with the bid response.

<http://www.documents.dgs.ca.gov/pd/delegations/GSPD105.pdf>

ATTACHMENT 8 – TACPA/EZA/LAMBRA PREFERENCES

If claiming this preference, bidders must submit the following forms:

A. TARGET AREA CONTRACT PREFERENCES ACT (TACPA)

Preference will be granted to California-based Contractors in accordance with Government Code Section 4530 whenever contract for goods and services are in excess of \$85,000 and the Contractor meets certain requirements as defined in the California Code (Title 2, Section 1896.30) regarding labor needed to produce the goods or provide the services being procured. Bidders desiring to claim Target Area Contract Preferences Act shall complete Std. Form 830 and submit it with the bid response. Refer to the following website link to obtain the appropriate form:

<http://www.documents.dgs.ca.gov/osp/pdf/std830.pdf>

B. ENTERPRISE ZONE ACT PREFERENCE (EZA)

Government Code Section 7080, et. seq., provides that California based companies may be granted preferences when bidding on state contracts in excess of \$100,000 for goods and services (excluding construction contracts) if the business site is located within designated "Enterprise Zones" (see Std. Form 831). Bidders desiring to claim this preference must submit a fully executed copy of Std. Form 831 with their bid response. Bidders proposing to perform the contract in a designated enterprise zone are required to identify such site(s) on the Std. Form 831. Failure to identify a site(s), which qualifies as an enterprise zone, will result in denial of the claimed preferences. Refer to the following website link to obtain the appropriate form:

<http://www.documents.dgs.ca.gov/osp/pdf/std831.pdf>

A bidder that has claimed an EZA preference and is awarded the contract based on such preference(s) will be obligated to perform the contract in accordance with the Act.

C. LOCAL AGENCY MILITARY BASE RECOVERY AREA PREFERENCE (LAMBRA)

The LAMBRA bidding preference that you qualify for is used for bid solicitation purposes only, to a maximum of \$50,000. The preference does not alter the amount of the resulting contract (Government Code, Section 7118 et seq., and California Code of Regulations, Title 2, Section 1896, 100 et seq.). Bidders desiring to claim this preference must submit a fully executed copy of Std. Form 832 with their bid response. Refer to the following website link to obtain the appropriate form:

<http://www.documents.dgs.ca.gov/osp/pdf/std832.pdf>

D. BIDDER'S SUMMARY OF CONTRACT ACTIVITIES AND LABOR HOURS

If the bidder requests TACPA, EZA, and/or LAMBRA contract preferences, the Bidder's Summary form must be completed and signed by the bidder for each requested preference. Refer to the following website link to obtain the appropriate form:

<http://www.documents.dgs.ca.gov/pd/edip/bidsum1001.pdf>

E. MANUFACTURER'S SUMMARY OF CONTRACT ACTIVITIES AND LABOR HOURS

If the bidder requests EZA, TACPA, and/or LAMBRA contract preferences, the completed Manufacturer's Summary form must be signed by both the manufacturer and the bidder to be eligible for the preferences. The purpose of this form is to give the bidder and the Evaluators a tool to assess the total manufacturing employee labor hours required to complete the contract either inside or outside the preference areas. Refer to the following website link to obtain the appropriate form:

<http://www.documents.dgs.ca.gov/pd/dispute/mfgsum1001.pdf>

ATTACHMENT 9 – SMALL BUSINESS / NON-SMALL BUSINESS PREFERENCES

If claiming the small business or non-small business preference, bidders must fill out the following information (II and V) and provide the requested documents/explanation (refer to III and IV below).

- I. NOTICE TO ALL BIDDERS: Per California Government Code Section 14835, et. seq. requires that a five percent (5%) preference be given to contractors who qualify as a certified small business or to non-small business bidders that submits a **written commitment** to subcontract at least twenty-five percent (25%) of its total bid price with one or more small business(es). Questions regarding Small Business Preference approval and requests for a copy of the regulations should be directed to the Office of Small Business and Disabled Veteran Business Certification (OSDC) under the Department of General Services at (916) 375-4940.
- II. Bidders desiring to claim preference as a certified small business or non-small business subcontractor must complete the following and return with the bid response to be eligible for the preference.
1. Are you (Prime Contractor) claiming preference as a small business (circle yes or no)?
- Yes No
- If yes, indicate your OSDC Reference Number: _____
2. If applicable, is the subcontractor a certified small business (circle yes or no)?
- Yes No
- If yes, submit a written commitment to subcontract at least twenty-five percent (25%) of its total bid price with one or more small businesses. The required list of California certified small business subcontractors must be attached to the bid response and must include the following: 1) subcontractor name, 2) address, 3) phone number, 4) a description of the work to be performed and/or products supplied, 5) and the dollar amount or percentage of the net bid price (as specified in the solicitation) per subcontractor. Also, indicate the OSDC Reference Number for each subcontractor: _____
- III. Submit a copy of the small business certification approval letter for either the prime contractor or subcontractor issued by the Office of Small Business and Disabled Veteran Business Certification with your bid response.
- IV. Certified small businesses and disabled veteran businesses listed as subcontractors must perform a "commercially useful function" in the performance of the contract. The term "commercially useful function" is defined in Government Code Section 14837(d) (4) and in Military and Veterans Code Section 999(b)(5)(B).
- Bidder must provide a written explanation delineating what Commercially Useful Function each certified small business or certified disabled veteran business will provide for this RFQ.

IV. DECLARATION:

By signing below with inclusion of the date of signature, the undersigned bidder **DECLARES UNDER PENALTY OF PERJURY** under the laws of the State of California that the information set forth above is true and correct.

Name and Title (Type or Print)

Signature

Date

Firm Name

Street Address

City

State

Zip Code

Telephone Number (including Area Code)

ATTACHMENT 10 – STANDARD AGREEMENT 213

All Bidders must provide two (2) signed copies of the Standard Agreement, STD. 213 with their response. The form must be filled out in conjunction with the terms specified in Section I, M.10 of this RFQ. **DO NOT FILL IN THE COST INFORMATION AS THIS IS GROUNDS FOR BID REJECTION.** The form is available at this website link:

<http://www.documents.dgs.ca.gov/pd/modellang/std-213.pdf>

ATTACHMENT 11 – CUSTOMER EXPERIENCE REFERENCE FORM

The bidder must provide three (3) client references for services it has performed within the past three (3) years that are similar in size, scope, and type of service as specified in this RFQ. Complete this form for each corporate reference. ONLY ONE (1) REFERENCE CAN BE FROM DMV.

Bidder's Name:
Subcontractor that provided the services (if other than the bidder):
Company/Organization:
Contact:
Address:
Telephone:
Fax:
E-mail:
Project Name and/or Description:
Bidder or Subcontractor's involvement:
Start Date (mm/dd/yyyy):
End Date (mm/dd/yyyy):
Project Dollar Amount:
Describe corporate experience for this project as it relates to the RFQ Experience Requirements for this category. The description of the project must be detailed and comprehensive enough to permit the State to assess the similarity of those projects to the work anticipated in the award of the contract resulting from this procurement.