

STATE OF CALIFORNIA
Department of Technology Services

Request for Quotation for Information Technology Services

QUOTE DUE DATE: <u>12/13/07</u> QUOTE OPENING: <u>12/13/07</u>	Quotes must be delivered to 1651 Alhambra Blvd, Sacramento, CA 95816, before 5:00PM on the due date.			
Supplier name and address: See Attachment 1 Contact: Phone: Fax:	SOLICITATION NO. <u>RFQ DTS 07-109029</u>	REV. # 	DATE <u>11/8/07</u>	REQUISITION OR CONTROL #
	For further information contact: Yvonne Arias (916) 739-7687 (916) 733-7562 Fax yvonne.arias@dts.ca.gov Ship To: Yvonne Arias Department of Technology Services 1651 Alhambra Blvd. Sacramento, CA 95816		ARE YOU CLAIMING PREFERENCE AS A SMALL BUSINESS: YES _____ NO _____ IF YES, MANUFACTURER? YES _____ NO _____ ARE YOU A NON-SMALL BUSINESS CLAIMING AT LEAST 25% SMALL BUSINESS SUB-CONTRACTOR PREFERENCE? YES _____ NO _____	
Name (Print): ▶ <u>See Attachment 1</u> Title: ▶ _____ Signature: ▶ _____ Date: _____ Federal Employer Identification Number: ▶ _____	Return Bid Response to: Confidential Quote – Do Not Open RFQ DTS 07-109029 Yvonne Arias Department of Technology Services 1651 Alhambra Blvd. Sacramento, CA 95816		SECTION 14838 ET SEQ. OF THE CALIFORNIA GOVERNMENT CODE REQUIRES THAT A 5% PREFERENCE BE GIVEN TO VENDORS 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.	

Vendor 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 Vendor 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 Quote (RFQ) for Information Technology (IT) Services is to provide network and voice cabling services in support of the Department of Technology Services' (DTS) existing LAN/WAN cabling infrastructure.

The following attachments are incorporated by reference as part of this RFQ:

- Attachment 1: Cover Letter
- Attachment 2: Cost Sheet
- Attachment 3: Customer Experience Reference Form
- Attachment 4: Confidentiality Statement
- Attachment 5: Workers' Compensation Certification
- Attachment 6: Standard Agreement for IT Goods/Services Only, STD. 213
- Exhibit D: DTS Special Terms and Conditions

**REQUEST FOR QUOTE FOR SERVICES
TABLE OF CONTENTS**

Network and Voice Cabling Services Requirements	3
I. General Information	3
A. Purpose	3
B. Availability	3
C. Period of Performance	3
D. Key Action Dates.....	4
E. Written Questions.....	4
F. RFQ Response Guidelines	4
G. RFQ Response Content.....	5
II. Evaluation Information	8
A. Evaluation Process	8
B. Evaluation Criteria.....	9
C. Scoring	9
III. Statement of Work	10
A. Overview	10
B. Vendor Tasks and Responsibilities	10
C. Meetings.....	11
D. Vendor and Staff Qualifications.....	12
E. Acceptance Criteria.....	12
F. DTS Responsibilities	13
G. State Holiday Schedule.....	13
H. Payment Provisions	13
I. Insurance Requirements	14
J. Security Clearance.....	15
K. Notices	16
L. Cancellation	16
M. Terms and Conditions	16
Attachment 1 – Cover Letter	17
Attachment 2 – Cost Sheet.....	18
Attachment 3 – Customer Experience Reference Form	20
Attachment 4 – Confidentiality Statement.....	21
Attachment 5 – Workers’ Compensation Certification	22
Attachment 6 – Standard Agreement for IT Goods/Services Only (STD. 213).....	23
Exhibit D – DTS Special Terms and Conditions	25

Network and Voice Cabling Services Requirements

You are invited to review and respond to this Request for Quote for IT Services (RFQ), entitled "Network and Voice Cabling Services, RFQ DTS 07-109029." In submitting your quote, you must comply with the instructions found herein. The services required are delineated in the Statement of Work (SOW) found in Section III. Please read the enclosed document carefully.

Quotes must be received no later than the date and time specified on the face of this RFQ and in Section I.D. Key Action Dates. Quotes must be submitted under sealed cover. The sealed cover must be plainly marked with the RFQ number and title, your firm name and address, and must be marked with "CONFIDENTIAL QUOTE - DO NOT OPEN."

I. General Information

A. Purpose

The State of California, Department of Technology Service (DTS) requires the services of a Vendor to provide network and voice cabling services to supplement and modify the existing LAN/WAN cabling infrastructure.

B. Availability

The selected Vendor must be able to meet the requirements of this RFQ and be ready to begin work within 10 state business days of the Agreement award date specified in Section I.D. Key Action Dates. If personnel offered by the selected Vendor leave the Vendor's firm or are otherwise unable to participate in this Agreement, they must be replaced with comparably qualified personnel who meet the minimum qualifications as stated within this RFQ. All replacement personnel are subject to approval by the DTS.

C. Period of Performance

The term of the resulting Agreement shall begin on the date as indicated on the Standard Agreement for IT Goods/Services (STD. 213), for a period of two (2) years, with the option for the DTS to extend the term for up to one (1) additional year at the rates specified in Attachment 2 Cost Sheet. The period of performance must be changed by a written Amendment to the Agreement, if the DTS exercises its option to extend services.

The Vendor shall not be authorized to deliver or commence performance of services, as described in the SOW, until written approval has been obtained from all entities. No delivery or performance of service may commence prior to the execution of the Agreement.

D. Key Action Dates

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

Key Action Dates	Date
1. Release of RFQ	November 8, 2007
2. Submission of Written Questions	November 28, 2007, 5:00 PM PT
3. DTS' Response to Written Questions	December 6, 2007
4. Submission of Quotes	December 13, 2007, 5:00 PM PT
5. Notice of Intent to Award	December 20, 2007
6. Last Day to Protest Intent to Award	December 28, 2007, 5:00 PM PT
7. Agreement Award	December 31, 2007

All dates after the Submission of Quotes (date and time) are approximate and may be changed without addendum to this RFQ, if needed, to allow the DTS additional time for evaluation and Agreement execution.

E. Written Questions

All questions regarding the content of this RFQ must be submitted in writing by fax, mail or electronically to the contact person listed on page one (1) of this RFQ, and 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 DTS' option.

When the DTS has completed its review of the questions, all of the questions and answers will be distributed in writing to all the Vendors via the California State Contracts Register (CSCR) website. (<https://www.cscr.dgs.ca.gov/cscr/>)

Please note, no verbal information given will be binding upon the DTS, unless such information is issued in writing as an official addendum.

F. RFQ Response Guidelines

Mail or deliver one (1) original and two (2) copies of your quote clearly labeled to the contact person listed on page one (1) of this RFQ.

Please **seal** and clearly mark your quote "Confidential Quote – Do Not Open."

This RFQ and the Vendor's quote in response to this document will be made a part of the Agreement. Responses to this RFQ must contain all data/information requested and must conform to the format described in this RFQ. It is the Vendor's responsibility to provide all required data and any other information deemed necessary for the DTS' evaluation team to determine and verify the Vendor's ability to perform the tasks and activities defined in the Statement of Work.

Neither e-mail submittals, nor facsimile machine quotations will be considered.

G. RFQ Response Content

The following documents must be submitted in the RFQ response:

1. Cover Letter – Attachment 1

The Vendor must complete and attach the cover letter included in this RFQ as Attachment 1.

2. Cost Sheet – Attachment 2

The Vendor must complete the cost sheet that identifies total cost, as described in the Statement of Work, using the format in Attachment 2 – Cost Sheet. This cost sheet includes an entry for the Optional Year cost. These costs will apply should the DTS exercise its option to extend the term for up to one (1) year.

3. Customer Experience References – Attachment 3

The Vendor must submit a minimum of three (3) references, for services it has performed within the past (3) years, to validate experience providing network and voice cabling services for customers with similar scope and resources to this RFQ. The DTS cannot be used as a reference.

The Vendor shall complete a Customer Experience Reference Form, Attachment 3 for each reference. The descriptions of these projects must be detailed and comprehensive enough to permit the DTS to assess the similarity of those projects to the work anticipated in the award of the Agreement resulting from this procurement.

The DTS may contact customer references during the week following submission of quotes to validate the information provided by the Vendor and to determine the customer's overall satisfaction with the services provided. It may prove beneficial, therefore, for the Vendor 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 DTS will be validating references.

4. Confidentiality Statement – Attachment 4

The Confidentiality Statement must be signed and dated by the Vendor, its employees and sub-contractor employees working on the resulting agreement, and submitted with the Vendor's quotation.

5. Payee Data Record

The Vendor will be required to submit a Payee Data Record, STD. 204 form listing its Taxpayer Identification Number. Refer to the following website link to obtain the appropriate form:
<http://www.documents.dgs.ca.gov/osp/pdf/std204.pdf>

6. DVBE Participation

The State has established goals for Disabled Veteran Business Enterprises (DVBE) participating in State contracts. Please review the DVBE program requirements package. The Vendors must complete and return all the appropriate pages in order for the quotation to be considered responsive. Refer to the following website link to obtain the appropriate form:
<http://www.documents.dgs.ca.gov/pd/delegations/DVBEPckt2.doc>

The Vendors who have been certified by California as a DVBE (or who have obtained the participation of sub-contractors certified by California as a DVBE) must also submit a completed form(s) STD. 843 (Disabled Veteran Business Enterprise Declaration). All disabled veteran owners and disabled veteran managers of the DVBE(s) must sign the form(s). Should the form not be included with the solicitation, contact the State contracting official or obtain a copy online from the Department of General Services Procurement Division, Office of Small Business and DVBE Services (OSDS) website at www.pd.dgs.ca.gov/smbus. The completed form should be included with the quotation.

7. DVBE Incentive

In accordance with Section 999.5(a) of the Military and Veterans Code, an incentive will be given to Vendors who provide one percent (1%) or more DVBE participation. The incentive amount is based on the amount of DVBE participation obtained. The incentive is only given to those Vendors who are responsive to the DVBE Program Requirement and propose DVBE participation in the resulting Agreement.

8. Bidder Declaration GSPD-05-105

All Vendors must complete the Bidder Declaration form GSPD-05-105, and include it with the quotation. When completing the declaration, the Vendors must identify all sub-contractors proposed for participation in the Agreement. The Vendor awarded the resulting Agreement will be contractually obligated to use the sub-contractors for the corresponding work identified, unless the DTS agrees to a substitution and it is incorporated by amendment to the Agreement. Refer to the following website link to obtain the appropriate form:
<http://www.documents.dgs.ca.gov/pd/delegations/GSPD105.pdf>

9. Small Business 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.

10. Small Business Certification

The Vendors claiming the small business preference must be certified by California as a small business, or must commit to sub-contract at least 25% of the net quoted price with one (1) 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 RFQ 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 quotations are due. Questions regarding certification should be directed to the OSDS at (916) 375-4940.

11. Non-Small Business Sub-contractor Preference

A 5% bid preference is now available to a non-small business claiming 25% California certified small business sub-contractor participation. If applicable, claim the preference by completing the Bidder Declaration form GSPD-05-105. The form must list all of the California certified small businesses with which you commit to sub-contract in an amount of at least 25% of the net quoted price. All certified small businesses must perform a “commercially useful function” in the performance of the Agreement, as defined in Government Code section 14837(d)(4). Refer to the following website link to obtain the appropriate form:

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

12. Small Business/Nonprofit Veteran Service Agency (SB/NVSA)

SB/NVSA prime Vendors 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 by completing the Bidder Declaration form GSPD-05-105. Refer to the following website link to obtain the appropriate form: <http://www.documents.dgs.ca.gov/pd/delegations/GSPD105.pdf>

13. Workers' Compensation Certification – Attachment 5

The Vendor must complete Attachment 5 and submit with its quotation.

14. General Liability Insurance

The Vendor must furnish a certificate of insurance to the DTS within 10 calendar days after award of the resulting Agreement.

15. Class C-7 License

The Vendor must furnish a copy of their Class C-7 License – Low Voltage Systems Contractor's License with its quotation.

16. Cabling Certification

The Vendor must furnish proof of being Avaya Certified, or Systimax Structured Cabling Commscope Certified with its quotation, for the employees that will be working on the resulting Agreement.

17. TACPA /EZA/LAMBRA

If any of these Acts apply to the Vendor, they must complete the appropriate form and attach it to their quotation.

If the Vendor qualifies for more than one (1) bidding preference (TACPA, EZA, LAMBRA, or Small Business), the maximum preference allowed by law is 15% or \$100,000.

a. Target Area Contract Preferences Act (TACPA) (STD. 830S for Services)

Preference will be granted to California-based Vendors in accordance with Government Code section 4530 whenever contract for goods and services are in excess of \$85,000 and the Vendor 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. The Vendors desiring to claim Target Area Contract Preferences Act shall complete STD. Form 830 and submit it with the quotation. 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). The Vendors desiring to claim this preference must submit a fully executed copy of STD. Form 831 with their quotation. The Vendors 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 Vendor who has claimed an EZA preference and is awarded the Agreement based on such preference(s) will be obligated to perform the Agreement in accordance with the Act. Refer to the following website link to obtain the appropriate form:

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

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 Agreement (Government Code, section 7118 et seq., and California Code of Regulations, Title 2, section 1896, 100 et seq.). The Vendors desiring to claim this preference must submit a fully executed copy of STD. Form 832 with their quotation. Refer to the following website link to obtain the appropriate form:

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

18. Agreement Information – Attachment 6

The Vendor must return four (4) original, signed copies of the Agreement, as follows:

- a. The Standard Agreement for IT Goods/Services Only, STD 213. Refer to Attachment 9 for the appropriate form.
- b. In Section 1, insert "CONTRACTOR'S NAME" as the Vendor's name on the appropriate line.
- c. Leave Section 2, 3 and 4 blank.
- d. At the bottom of the STD 213, complete the information in the "CONTRACTOR" section, including the Contractor Name, Printed Name, Title and Address.
- e. Exhibit D, DTS Special Terms and Conditions, will be attached and incorporated into the resulting Agreement.

19. At the DTS' option, prior to award, the Vendors may be required to submit additional written clarifying information. Failure to submit the required written information as specified may be grounds for quotation rejection.

II. Evaluation Information

A. Evaluation Process

Each RFQ response will be checked for the presence of requirement information in conformance with the submission requirements of this RFQ. The DTS will evaluate each RFQ response to determine its responsiveness to the requirements.

B. Evaluation Criteria

The overall responsiveness of each RFQ response is based on the complete response from the Vendor to the RFQ requirements, including the Statement of Work. Award will be made based on the lowest responsive, responsible Vendor. The following three (3) sub-sections and criteria will be reviewed by the DTS' evaluation team:

1. Administrative Requirements Evaluation Criteria (Pass/Fail)

	Administrative Requirement	Yes	No
a.	Signed Cover Letter		
b.	Completed Cost Sheet		
c.	Three (3) Customer References		
d.	Signed Confidentiality Statements		
e.	Completed STD. 204, Payee Data Record		
f.	DVBE Program Requirement Packet		
g.	Bidder Declaration Form		
h.	Completed Workers' Compensation Certification		
i.	Four (4) Completed and Signed Original STD. 213 Forms		

2. Technical Requirements Evaluation Criteria (Pass/Fail)

	Technical Requirement	Yes	No
a.	Copy of Class C-7 License		
b.	Copy of Avaya or Systimax Structured Cabling Commscope Certification		

3. Cost (Lowest Cost)

The Vendor shall be evaluated on the total extended cost for both the Agreement term and any optional extension years.

C. Scoring

1. Administrative (Pass/Fail)

The administrative evaluation criteria will be scored pass/fail.

2. Technical (Pass/Fail)

The administrative evaluation criteria will be scored pass/fail.

3. Cost (Lowest Cost)

Each Vendor's quotation will be evaluated on lowest cost for all responsive, responsible Vendors.

III. Statement of Work

This Statement of Work (SOW) reflects the services to be provided by the Vendor for the DTS. The Vendor is to provide personnel to provide network and voice cabling services, as described in this SOW.

A. Overview

The Vendor shall install, service, and modify cabling and fiber at any of the three (3) of the DTS' sites located in the greater Sacramento area. The Vendor must provide certified, qualified technicians to supplement and modify the existing LAN/WAN cabling infrastructure.

B. Vendor Tasks and Responsibilities

1. The Vendor must provide and install cables and connectors, including, but not limited to:

a. CABLE

- 1) Micro-Coax Twinax (for AS/400)
- 2) RG58 A/V Teflon Coaxial
- 3) RG62 A/V Teflon Coaxial
- 4) Ethernet 802.3 Transceiver Drop Cable
- 5) Ethernet 802.3 Trunk Cable (Teflon)
- 6) Fiber Optic Cable
- 7) Category 5 UTP Plenum and Non-plenum Cable
- 8) Category 6 UTP Plenum and Non-plenum Cable

b. CONNECTORS

- 1) Micro-Coax Twinax (for AS/400)
- 2) DSUB 25, 15, and 9 Pin Custom Connectors, Male and Female
- 3) IBM ECL
- 4) RJ11 & RJ45
- 5) DIN-8
- 6) Crimp or Solder Type Coaxial BNC Connectors
- 7) Modular Furniture Mounted RJ45 and ECL Connectors for Haworth & Allsteel furniture
- 8) 36 Port Patch Panel (to support HP hubs)
- 9) 4, 12, 24, 48, Port-4 Jpair 8 Position RJ45 Jack, USOC and Category 5/6 Specification 110 Patch Panel
- 10) Unshielded Twisted Pair Face Plates and Duplex Female Jack Outlets (8 Positions, 8 Conductor)

c. WIRING CLOSET TERMINATIONS

- 1) IBM Distribution Panel
- 2) 66 Type Voice Termination Block
- 3) Coaxial Patch Panel
- 4) RJ45 Patch Panel - Category 5/6 Compliant
- 5) 4 Pair, 8 Position No-key RJ45 Jack Patch Panel

2. The Vendor shall furnish all labor, materials, and equipment necessary to perform cabling services in accordance with the specifications described in this SOW.
3. The Vendor shall provide services on an "on-call basis" 24 hours per day, seven (7) days per week, including holidays.
4. Although the DTS will give seven (7) State business days' advance notice when possible, the Vendor must respond to emergency requests within 24 hours when requested.
5. The Vendor shall install, test, and repair fiber optic cable.
6. The Vendor shall provide the necessary equipment to test Category 5/6 compliance to 100 MHz, including crosstalk, phase jitter, attenuation, impedance, and time domain reflectometer traces of installed copper cable. The Vendor shall test all installed or modified cable prior to turning the equipment over to the DTS.
7. The Vendor shall conduct optical time domain reflectometer traces and power meter tests of installed or modified fiber cable prior to turning the equipment over to the DTS.
8. The Vendor shall provide IBM cable tester, and Mod-Tap twisted pair tester (SLT-3) or similar technology that performs the same function.
9. The Vendor may be requested to run copper and fiber wire (cable) to connect any of the DTS' clients to a data circuit. The Vendor shall assist in the design and layout, and provide the equipment and materials required to complete the connections.
10. The Vendor shall provide all cables, connectors and any other material at the lowest possible cost to the DTS.
11. The Vendor shall maintain an office and sufficient staff in the greater Sacramento area capable of meeting all of the DTS' requirements.
12. Upon the request of the DTS, the Vendor shall provide a price quote for the purchase of different lengths of terminated CAT5 and CAT6 cable, single and multimode fiber, coax cable, and connectors. The DTS will have the option of proceeding with the order, if the DTS finds the price is competitive.

C. Meetings

Upon request of the DTS, the Vendor shall attend installation and planning meetings to be held at any one (1) of the DTS' campuses in the greater Sacramento area.

D. Vendor and Staff Qualifications

1. Wages paid to the Vendor's employees providing services to the DTS under the resulting Agreement will be fixed by the current prevailing wage rates, as set forth by the Department of Industrial Relations, for the Telecommunications Technician classification. The current prevailing wage rates are available online at <http://www.dir.ca.gov/dlsr/PWD/Statewide.html>.
2. The Vendor must possess working knowledge of Category 5/6, USOC and AT&T wiring specifications and installation practices.
3. The Vendor must have a working knowledge of, and experience in, the installation of IBM ESCON fiber channel systems.
4. The Vendor must provide experienced employees. The technicians must have, at a minimum, journeyman level expertise in low-voltage cabling to supervise work.
5. The Vendor must understand and have the ability to supply conversion cables, like USOC, to 10 base T, and AT&T to USOC.
6. The Vendor must understand the pin outs of various HUBS and its inter-connection, and the connection of various workstations such as SUN, DEC, IBM and APPLE.
7. The Vendor must have a working knowledge of 3270 coaxial muxs and special coaxial, such as RG6U and Twinax for IBM AS/400 system.
8. The Vendor must have a Class C-7 License – Low-Voltage Systems Contractor's License. A communication and low-voltage Vendor installs, services and maintains all types of communication and low-voltage systems which are energy limited and do not exceed 91 volts. These systems include, but are not limited to, voice and data cabling.
9. The Vendor's technicians must be Avaya or Systimax Structured Cabling Commscope certified to ensure existing Avaya Sytimax cabling infrastructure is warranted.

E. Acceptance Criteria

1. The Vendor must install the cables, connectors, and terminations listed per manufacturer's EIA/TIA-568 Commercial Building Telecommunications Wiring Standards.
2. All work must meet or exceed the Building and Electrical Code, as specified in the California Administrative Code Title 24, Part 3, Basic Electrical Regulations, State Building Standards Electrical Code.
3. Prior to turning equipment over for production, the Vendor shall provide to the DTS all wiring install test results, upon request.

4. When pulling cable, the Vendor shall be held responsible for project cleanup. All ceiling tile, etc., must be replaced as originally removed. Any damage created by the Vendor or its sub-contractors must be reported to the DTS Facility Manager. The Vendor will be held responsible for any and all damages to the building, equipment or furnishings caused by the Vendor employees.
5. The DTS will be the sole judge of the acceptability of all work performed and all work products produced by the Vendor as a result of this SOW.

F. DTS Responsibilities

1. Designate a person to whom all Vendor communication may be addressed, and who has the authority to act on all aspects of the services. This person will review the SOW and associated documents with the Vendor to ensure understanding of the responsibilities of both parties.
2. Provide access to department offices and operation areas, as required, to complete the work defined under the resulting Agreement.
3. Provide timely review and approval of invoices provided by the Vendor.

G. State Holiday Schedule

	Holiday	Date Observed
1.	New Year's Day	January 1 st
2.	Martin Luther King Jr. Day	3 rd Monday in January
3.	Lincoln's Birthday	February 12 th
4.	Washington's Birthday	3 rd Monday in February
5.	Cesar Chavez Day	March 31 st
6.	Memorial Day	Last Monday in May
7.	Independence Day	July 4 th
8.	Labor Day	1 st Monday in September
9.	Columbus Day	2 nd Monday in October
10.	Veteran's Day	November 11 th
11.	Thanksgiving Day	4 th Thursday in November
12.	Day after Thanksgiving	4 th Friday in November
13.	Christmas Day	December 25 th

H. Payment Provisions

1. All work completed through the resulting Agreement shall be completed on a time and materials bases. Prior to processing a request for work, the Vendor shall furnish the DTS with a price quote for the amount due.
2. The Vendor shall submit an invoice for payment monthly, in arrears, upon satisfactory completion of the work described in the SOW.
3. The services required will be reviewed and inspected by the DTS. It shall be the DTS' sole determination as to whether the work has been successfully completed and is acceptable.

4. Invoices shall be detailed and identify labor and costs charged for each work completed. Invoices shall identify the hourly rate of pay, hours expended, and itemized cost listing of materials provided.
5. The invoice(s) shall be due and payable, and payment shall be made, only after the DTS' acceptance of hours worked and/or completion of each work under this Agreement.
6. The Vendor costs related to items such as travel and per diem are costs of the Vendor, and will not be paid separately as part of this Agreement.
7. Unless otherwise specified, payment will be made in accordance with Government Code Chapter 4.5 commencing with section 927. Payment shall not be due until the later of: (a) the date of acceptance of goods or performance of services, or (b) receipt of an undisputed invoice.
8. The DTS' obligation is payable only, and solely, from funds appropriated for the purpose of this Agreement. If funds are not appropriated by the legislature to effect such continued payment in a future fiscal year, the DTS will terminate the resulting Agreement.
9. Upon delivery of products purchased through the resulting Agreement, the Vendor shall provide an invoice to the DTS with an itemized cost listed for each product on the order.
10. Submit invoices with reference to the Agreement number to:

Department of Technology Services
Financial Management Branch – Accounting Office
P. O. Box 1810
Rancho Cordova, CA 95741-1810

I. Insurance Requirements

1. Workers' Compensation

The Vendor shall maintain statutory workers' compensation and employer's liability coverage for all its employees who will be engaged in the performance of the resulting Agreement, and agree to furnish the DTS satisfactory evidence thereof at any time the DTS may so request.

2. Commercial General Liability

The Vendor 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 Vendor's limit of liability.

3. Additional Required Insurance Provisions

- a. Insurance companies must be acceptable to the Department of General Services. If self-insured, review of financial information may be required.
- b. Coverage shall be in force for the term of the resulting Agreement. If the insurance expires during the term of the Agreement, a new certificate must be received by the DTS at least 10 calendar days prior to the expiration of the insurance. Any changes in insurance must still meet the terms of the original Agreement.
- c. Insurance policies shall contain a provision that states the coverage will not be cancelled without 30 calendar days' prior written notice to the DTS.
- d. The Vendor is responsible for any deductible or self-insured retention contained within the insurance program.
- e. In the event the Vendor fails to keep in effect at all times the specified insurance coverage, the DTS may, in addition to any other remedies it may have, terminate the Agreement upon the occurrence of such event, subject to the provisions of the Agreement.

J. Security Clearance

All personnel working at the DTS sites will be issued an identification badge or will be escorted allowing access to those areas of the facility where they will be working. The badges are the property of the DTS and must be surrendered when the employee is reassigned, dismissed or terminated. All personnel working at the DTS will be required to sign a Confidentiality Statement.

The Vendor must supply the DTS Facilities Manager with the names of personnel working in and around the building. If there are any personnel changes, the DTS Facilities Manager must be notified prior to the change.

If the DTS Facilities Manager receives an unsuitable report on any employee after processing the security clearance, or if it is found that a prospective employee is unsuitable or unfit for their assigned duties, the Vendor will be notified immediately that the employee cannot continue to work or be assigned to work under the resulting Agreement.

The DTS shall exercise control over granting, denying, withholding and terminating clearances for employees. The DTS may, as it deems appropriate, grant temporary clearance to the Vendor's employees. The granting of a temporary clearance to any employee, however, shall not be considered an assurance that permanent clearance will follow and the granting of either a temporary or a permanent clearance shall in no way prevent, preclude, or bar the withdrawal or termination of any clearance by the DTS.

K. Notices

All notices relating to the resulting Agreement shall be in writing and shall be sent to the parties of the Agreement at their address set below, unless changed, in which event each party shall so notify the other in writing. All such notices shall be deemed duly given if deposited, postage prepaid, in the United States mail and directed to the addresses then prevailing.

Agreement inquiries should be addressed to:

DTS	Contractor
Attention: Yvonne Arias	Name: TBD
Address: 1651 Alhambra Blvd Sacramento, CA 95816	Address:
Phone: (916) 739-7687	Phone:
Fax: (916) 733-7562	Fax:
Email: yvonne.arias@dts.ca.gov	Email:

The technical representatives during the term of this Agreement shall be:

DTS	Contractor
Name: TBD	Name: TBD
Phone:	Phone:
Fax:	Fax:
Email:	Email:

L. Cancellation

The DTS may exercise its option to terminate the resulting Agreement at any time with 30 calendar days' prior written notice. In the event of such termination, the DTS shall pay all amounts due to the Vendor for all work accepted prior to termination.

M. Terms and Conditions

The following Bidder's Instructions and terms and conditions shall apply to this solicitation and to the resulting Agreement:

1. Department of General Services, Bidder's Instructions, Revised 8/3/07
<http://www.documents.dgs.ca.gov/pd/modellang/BidderInstructions080307.pdf>
2. Department of General Services, GSPD-401IT, Revised 4/12/07
<http://www.documents.dgs.ca.gov/pd/modellang/GPIT0407.pdf>
3. Department of General Services, IT Personal Services Special Provisions, Revised 2/8/07
<http://www.documents.dgs.ca.gov/pd/modellang/PersonalServiceSpecial020807.pdf>

Attachment 1 – Cover Letter

The submission of this quote does not obligate the Department of Technology Services (DTS) to fund the proposed Agreement. If the quote is approved for funding, an Agreement will be executed between the DTS and the Vendor. When funding is authorized, the Vendor will be expected to adhere to the terms of the executed Agreement.

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

The undersigned Vendor further states that it can meet and adhere to all of the requirements, as outlined in the Statement of Work.

1. Full Legal Name of the Vendor's Organization:

2. Mailing Address:

Street City State Zip

Telephone Fax Email

3. Federal Taxpayer Identification Number: _____

4. Principal who is authorized to bind the Vendor:

Typed Name Title

Original Signature Date

5. The Vendor's contact person shall be:

Name Phone Number

6. Are you claiming preference as a California Certified Small Business? Yes ☐ No ☐

If yes, are you a manufacturer? Yes ☐ No ☐

7. Are you a non-small business claiming at least 25% small business sub-contractor preference?

Yes ☐ No ☐

Attachment 2 – Cost Sheet

The number of service hours, shown below, are estimates only. The DTS makes no commitment to contract for any specific number of hours. There are no minimum, or maximum, number of hours per year. The Vendor shall complete the following cost tables:

YEAR 1	Hourly Rate		Estimated Number of Service Hours	Extended Cost
Prime Time:				
Monday – Friday 8:00 a.m. – 5:00 p.m.	\$ _____	X	572	= \$ _____
Off Shift:				
Monday – Friday 5:00 p.m. – 8:00 a.m.	\$ _____	X	286	= \$ _____
Weekends and Holidays:	\$ _____	X	286	= \$ _____
Amount Budgeted for Parts, Excluding Tax:				+ \$ 50,000.00
YEAR 1 SUBTOTAL (A) = \$ _____				

YEAR 2	Hourly Rate		Estimated Number of Service Hours	Extended Cost
Prime Time:				
Monday – Friday 8:00 a.m. – 5:00 p.m.	\$ _____	X	572	= \$ _____
Off Shift:				
Monday – Friday 5:00 p.m. – 8:00 a.m.	\$ _____	X	286	= \$ _____
Weekends and Holidays:	\$ _____	X	286	= \$ _____
Amount Budgeted for Parts, Excluding Tax:				+ \$ 50,000.00
YEAR 2 SUBTOTAL (B) = \$ _____				

Attachment 2 – Cost Sheet, continued

OPTIONAL YEAR	Hourly Rate		Estimated Number of Service Hours	Extended Cost
Prime Time: Monday – Friday 8:00 a.m. – 5:00 p.m.	\$ _____	X	572	= \$ _____
Off Shift: Monday – Friday 5:00 p.m. – 8:00 a.m.	\$ _____	X	286	= \$ _____
Weekends and Holidays:	\$ _____	X	286	= \$ _____
Amount Budgeted for Parts, Excluding Tax:				+ \$ 50,000.00
OPTIONAL YEAR SUBTOTAL (C) = \$ _____				

GRAND TOTAL	Subtotals
YEAR 1 SUBTOTAL (A)	\$ _____
YEAR 2 SUBTOTAL (B)	\$ _____
OPTIONAL YEAR SUBTOTAL (C)	+ \$ _____
GRAND TOTAL COST FOR EVALUATION:	= \$ _____

Attachment 3 – Customer Experience Reference Form

The Vendor must provide three (3) client references for services it has performed within the past (3) years that are similar in size, scope, and type of service as specified in this RFQ. Complete this form for each customer reference.

Vendor's Name:
Customer Company/Organization:
Contact:
Address:
Telephone:
Fax:
E-mail:
Project Name and/or Description:
Vendor's Involvement:
Start Date (mm/yyyy):
End Date (mm/yyyy):
Project Dollar Amount:
Describe the services provided for this customer as it relates to the RFQ SOW Requirements. The description of the services must be detailed and comprehensive enough to permit the DTS to assess the similarity of these services to the work anticipated in the award of the Agreement resulting from this solicitation.

Attachment 4 – Confidentiality Statement

As an authorized representative and/or corporate officer of the company named below, I warrant my company and its employees will not disclose any documents, diagrams, information and information storage media made available to us by the DTS for the purpose of responding to RFQ DTS 07-109029, or in conjunction with any Agreement arising there from. I warrant that only those employees who are authorized and required to use such materials will have access to them.

I further warrant that all materials provided by the DTS will be returned promptly after use and 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 DTS and third parties. I authorize the DTS to inspect and verify the above.

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

(Signature of representative)

(Date)

(Typed name of representative)

(Typed name of company)

Attachment 5 – Workers’ Compensation Certification

The undersigned, in submitting this document, hereby certifies the following:

I am aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers’ compensation, or to undertake self-insurance in accordance with such provisions before commencing the performance of the work of this Agreement.

Signature

Date

Name and Title (Print or Type)

Street Address

Vendor Name

City, State Zip

Attachment 6 – Standard Agreement for IT Goods/Services Only (STD. 213)

The Vendor shall submit four (4) **original signed** copies of the following page.

STANDARD AGREEMENT
FOR I.T. GOODS/SERVICES ONLY

		REGISTRATION NUMBER
PURCHASING AUTHORITY NUMBER 9I-0708-DTS-HQ1		AGREEMENT NUMBER 07E109029

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

STATE AGENCY'S NAME

DEPARTMENT OF TECHNOLOGY SERVICES

(hereafter called the "DTS")

CONTRACTOR'S NAME

(hereafter called the "Contractor")

2. The term of this Agreement is:

3. The maximum amount of this Agreement is: \$

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

Attachment 1: Statement of Work _____ pages
Attachment 2: Cost Worksheet 2 pages
Attachment 3: General Provisions (GSPD-401IT, 4/12/07) *
Attachment 4: IT Personal Services Special Provisions (2/8/07) **
Exhibit D: DTS Special Terms and Conditions 8 pages

RFQ DTS 07-109029 and the Contractor's bid response to this IFB, are hereby incorporated and attached, and made part of this Agreement. _____ pages

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

These documents can be viewed at <http://www.pd.dgs.ca.gov/modellang/GeneralProvisions.htm>.

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

These documents can be viewed at <http://www.pd.dgs.ca.gov/modellang/ITModules.htm>.

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

CONTRACTOR		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)		
BY (Authorized Signature) 	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
STATE OF CALIFORNIA		
AGENCY NAME Department of Technology Services		
BY (Authorized Signature) 	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING M. Scruggs, Chief, Administrative Services Branch		
ADDRESS P. O. Box 1810, Rancho Cordova, CA 95741-1810		
		☒ Exempt per: RFQ DTS 07-109029

Exhibit D
Department of Technology Services
Special Terms and Conditions

The Department of Technology Services (DTS) and the Contractor agree to include this Exhibit to comply with federal law requirements at the request of the Board of Equalization (BOE), which is a third party beneficiary of this Contract. For purposes of this document, the term "Agreement" shall be synonymous with the terms "Contract", "Inter Agency Agreement", and "IAA".

State agencies, such as the BOE, can disclose federal tax returns and return information (FTI) only as authorized by Internal Revenue Code (IRC) Title 26 section 6103.

This Exhibit is intended to comply with the federally-mandated special procedural requirements for the protection of FTI from unauthorized disclosure and use (26 Code of Federal Regulations (CFR) § 301.6103(n)-1, and IRC section 6103(n)).

COMPLIANCE WITH MANDATORY FEDERAL LAW REQUIREMENTS
FOR SAFEGUARDING FEDERAL TAX INFORMATION

The Contractor agrees to adhere to the requirements of section 6103(n) of the IRC (§6103(n)), and as set forth in Internal Revenue Service (IRS) Publication 1075, Tax Information Security Guidelines for Federal, State, and Local Agencies and Entities (February 2007), sections 5.5, and Exhibit 6. Pursuant to the CFR (26 § 301.6103(n)-1), IRC section 6103(n) authorizes a state tax agency, such as the BOE, to disclose FTI to "any other person" to the extent necessary in connection with the contractual procurement of services, equipment or other property for tax administration purposes. The phrase, "any other person," means a state government agency such as the DTS, as well as any private firm providing services relating to the processing, storage, transmission, or reproduction of federal tax returns or return information, the programming, maintenance, repair, or testing of equipment, or other property, or the providing of other services, for tax administration purposes (26 CFR §301.6103(n)-1(a) (2)).

1. The BOE receives, processes, stores and transmits FTI for tax administration purposes, as authorized by the "Agreement on Coordination of Tax Administration between the Board of Equalization and the Internal Revenue Service," effective April 17, 1997, and updated "Memorandum of Implementation," effective July 7, 2004. These agreements require the BOE to adhere to the requirements of Section 6103 of the IRC, to ensure the confidentiality of FTI. IRC § 6103 requires the BOE to have adequate programs in place involving policies, practices, controls and safeguards, to protect the FTI data from unauthorized use, access and disclosure within the BOE, within the Contractor, and within the DTS, as an agency-shared facility providing data processing services to the BOE.
2. IRC § 6103(n) requires the DTS to include in this Agreement the requirements set forth in Exhibit 5 of the IRS Publication 1075, Tax Information Security Guidelines for Federal, State, and Local Agencies and Entities (February 2007).
3. An additional requirement of IRC § 6103(n) is that the DTS is to make periodic inspections of the Contractor and to keep a written record of such inspections. The Contractor is also subject to site inspections conducted by the IRS to ensure that adequate safeguards are in place to protect the BOE's FTI data from unauthorized use, access and disclosure (See page 4 of this Exhibit.).

Exhibit D
Department of Technology Services
Special Terms and Conditions

4. The above-stated requirements of IRC § 6103(n) also apply when magnetic media containing FTI is released to a private contractor. The DTS contracts with the Contractor on behalf of the BOE, to provide Multi-vendor Information Technology Recovery Services, which requires Contractor's access to the BOE's magnetic media containing FTI. The Contractor agrees to adhere to section 6103(n) requirements for safeguarding FTI in its 2007-2008 Agreement with the DTS, on behalf of the BOE, for Multi-vendor Information Technology Recovery Services requiring Contractor's access to the BOE's magnetic media containing FTI, as set forth in the IRS Publication 1075, Tax Information Security Guidelines for Federal, State, and Local Agencies and Entities (February 2007).
5. The Contractor acknowledges that the Contractor, who has been provided Multi-vendor Information Technology Recovery Services requiring access to the BOE's magnetic media containing FTI, is subject to periodic site inspections conducted by both the DTS and the IRS to ensure that adequate safeguards are in place to protect the FTI from unauthorized use, access and disclosure (See page 4 of this Exhibit.).

I. PERFORMANCE

In the performance of this Agreement between the DTS and Contractor, the Contractor agrees to comply with and assume responsibility for compliance by the Contractor's employees with the following requirements:

1. All work will be done under the supervision of the Contractor or its employees.
2. Any FTI made available in any format shall be used only for the purpose of carrying out the provisions of this Agreement. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this Agreement and except as authorized by federal and state statutory law. Disclosure to anyone other than an officer or employee of the Contractor will be prohibited.
3. All FTI will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
4. The Contractor certifies that the BOE's data processed during the performance of this Agreement will be completely purged from all data storage components of the Customer's computer facility, and no output will be retained by the Customer at the time the work is completed. If immediate purging of all data storage components is not possible, the Contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
5. Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the DTS' specified designee(s). When this is not possible, the Contractor will be responsible for the destruction of the spoilage or any intermediate hardcopy printouts, and will provide the DTS' specified designee(s) with a statement containing the date of destruction, description of material destroyed and the method used.

Exhibit D
Department of Technology Services
Special Terms and Conditions

6. All computer systems processing, storing, or transmitting FTI must meet the federal standard for security features, Common Criteria for Information Technology Security Evaluation, usually referred to as the Common Criteria, ISO STD 15408. To meet functional and assurance requirements of this standard, the operating security features of the system must have the following minimum requirements: a security policy, accountability, assurance, and documentation. All security features must be available and activated to protect against unauthorized use of and access to FTI.
7. No work involving FTI furnished under this Agreement will be sub-contracted without prior written approval of the IRS.
8. The Contractor will maintain a list of employees with authorized access. Such list will be provided to the DTS and, upon request, to the IRS reviewing office.
9. The DTS will have the right to void this Agreement if the Contractor fails to provide the safeguards described above.

II. CRIMINAL/CIVIL SANCTIONS

1. Each officer or employee of the Contractor to whom FTI is or may be disclosed will be notified in writing by the Contractor that FTI disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such FTI for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five (5) years, or both, together with the costs of prosecution. The Contractor shall also notify each such officer and employee that any such unauthorized further disclosure of FTI may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC §§ 7213 and 7431 and set forth at 26 CFR 301.6103(n).
2. Each officer or employee of the Contractor to whom FTI is or may be disclosed shall be notified in writing by the Contractor that any FTI made available in any format shall be used only for the purpose of carrying out the provisions of this Agreement. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the Agreement. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. The Contractor shall also notify such officer and employee that any such unauthorized inspection or disclosure of FTI may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus, in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC §§ 7213A and 7431.

Exhibit D
Department of Technology Services
Special Terms and Conditions

3. Additionally, it is incumbent upon the Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to the Contractor by U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder and who, knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

III. INSPECTION

The IRS and the DTS each shall have the right to send its specifically-authorized officers and employees into the offices and plants of the Contractor for inspection of the facilities and operations provided for the performance of any work under this Agreement. On the basis of such inspection, specific measures may be required in cases where the Contractor is found to be non-compliant with Agreement safeguards. The Contractor agrees to allow and facilitate an annual site inspection of the Contractor's facility for this purpose by the DTS' specifically-authorized employees and, upon request, by the IRS.

Exhibit D Attachment

As Required by Part II, Criminal/Civil Sanctions, Paragraph 1.

[TITLE 26, Subtitle F, CHAPTER 75, Subchapter A, PART I](#), Sec. 7213 of the Internal Revenue Code.

Sec. 7213. Unauthorized disclosure of information

STATUTE

(a) Returns and return information

(1) Federal employees and other persons

It shall be unlawful for any officer or employee of the United States or any person described in section [6103\(n\)](#) (or an officer or employee of any such person), or any former officer or employee, willfully to disclose to any person, except as authorized in this title, any return or return information (as defined in section [6103\(b\)](#)). Any violation of this paragraph shall be a felony punishable upon conviction by a fine in any amount not exceeding \$5,000, or imprisonment of not more than 5 years, or both, together with the costs of prosecution, and if such offense is committed by any officer or employee of the United States, he shall, in addition to any other punishment, be dismissed from office or discharged from employment upon conviction for such offense.

(2) State and other employees

It shall be unlawful for any person (not described in paragraph (1)) willfully to disclose to any person, except as authorized in this title, any return or return information (as defined in section [6103\(b\)](#)) acquired by him or another person under subsection (d), (i)(3)(B)(i) or (7)(A)(ii), (l)(6), (7), (8), (9), (10), (12), (15), (16), (19), or (20) or (m)(2), (4), (5), (6), or (7) of section [6103](#). Any violation of this paragraph shall be a felony punishable by a fine in any amount not exceeding \$5,000, or imprisonment of not more than 5 years, or both, together with the costs of prosecution.

(3) Other persons

It shall be unlawful for any person to whom any return or return information (as defined in section [6103\(b\)](#)) is disclosed in a manner unauthorized by this title thereafter willfully to print or publish in any manner not provided by law any such return or return information. Any violation of this paragraph shall be a felony punishable by a fine in any amount not exceeding \$5,000, or imprisonment of not more than 5 years, or both, together with the costs of prosecution.

(4) Solicitation

It shall be unlawful for any person willfully to offer any item of material value in exchange for any return or return information (as defined in section [6103\(b\)](#)) and to receive as a result of such solicitation any such return or return information. Any violation of this paragraph shall be a felony punishable by a fine in any amount not exceeding \$5,000, or imprisonment of not more than 5 years, or both, together with the costs of prosecution.

Exhibit D Attachment

As Required by Part II, Criminal/Civil Sanctions, Paragraph 1.

(5) Shareholders

It shall be unlawful for any person to whom a return or return information (as defined in section 6103(b)) is disclosed pursuant to the provisions of section 6103(e)(1)(D)(iii) willfully to disclose such return or return information in any manner not provided by law. Any violation of this paragraph shall be a felony punishable by a fine in any amount not to exceed \$5,000, or imprisonment of not more than 5 years, or both, together with the costs of prosecution.

(b) Disclosure of operations of manufacturer or producer

Any officer or employee of the United States who divulges or makes known in any manner whatever not provided by law to any person the operations, style of work, or apparatus of any manufacturer or producer visited by him in the discharge of his official duties shall be guilty of a misdemeanor and, upon conviction thereof, shall be fined not more than \$1,000, or imprisoned not more than 1 year, or both, together with the costs of prosecution; and the offender shall be dismissed from office or discharged from employment.

(c) Disclosures by certain delegates of Secretary

All provisions of law relating to the disclosure of information, and all provisions of law relating to penalties for unauthorized disclosure of information, which are applicable in respect of any function under this title when performed by an officer or employee of the Treasury Department are likewise applicable in respect of such function when performed by any person who is a "delegate" within the meaning of section 7701(a)(12)(B).

(d) Disclosure of software

Any person who willfully divulges or makes known software (as defined in section 7612(d)(1)) to any person in violation of section 7612 shall be guilty of a felony and, upon conviction thereof, shall be fined not more than \$5,000, or imprisoned not more than 5 years, or both, together with the costs of prosecution.

(e) Cross references

(1) Penalties for disclosure of information by preparers of returns

For penalty for disclosure or use of information by preparers of returns, see section 7216.

(2) Penalties for disclosure of confidential information

For penalties for disclosure of confidential information by any officer or employee of the United States or any department or agency thereof, see 18 U.S.C. 1905.

Exhibit D Attachment
As Required by Part II, Criminal/Civil Sanctions, Paragraph 1.

[TITLE 26](#), [Subtitle F](#), [CHAPTER 76](#), [Subchapter B](#), Sec. 7431.

Sec. 7431. Civil damages for unauthorized inspection or disclosure of returns and return information

STATUTE

(a) In general

(1) Inspection or disclosure by employee of United States

If any officer or employee of the United States knowingly, or by reason of negligence, inspects or discloses any return or return information with respect to a taxpayer in violation of any provision of section [6103](#), such taxpayer may bring a civil action for damages against the United States in a district court of the United States.

(2) Inspection or disclosure by a person who is not an employee of United States

If any person who is not an officer or employee of the United States knowingly, or by reason of negligence, inspects or discloses any return or return information with respect to a taxpayer in violation of any provision of section [6103](#), such taxpayer may bring a civil action for damages against such person in a district court of the United States.

(b) Exceptions

No liability shall arise under this section with respect to any inspection or disclosure -

(1) which results from a good faith, but erroneous, interpretation of section [6103](#), or

(2) which is requested by the taxpayer.

(c) Damages

In any action brought under subsection (a), upon a finding of liability on the part of the defendant, the defendant shall be liable to the plaintiff in an amount equal to the sum of -

(1) the greater of -

(A) \$1,000 for each act of unauthorized inspection or disclosure of a return or return information with respect to which such defendant is found liable, or

(B) the sum of -

(i) the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure, plus

(ii) in the case of a willful inspection or disclosure or an inspection or disclosure which is the result of gross negligence, punitive damages, plus

(2) the costs of the action, plus

(3) in the case of a plaintiff which is described in section [7430\(c\)\(4\)\(A\)\(ii\)](#), reasonable attorneys fees, except that if the defendant is the United States, reasonable attorneys fees may be awarded only if the plaintiff is the prevailing party (as determined under section [7430\(c\)\(4\)](#)).

Exhibit D Attachment

As Required by Part II, Criminal/Civil Sanctions, Paragraph 1.

(d) Period for bringing action

Notwithstanding any other provision of law, an action to enforce any liability created under this section may be brought, without regard to the amount in controversy, at any time within 2 years after the date of discovery by the plaintiff of the unauthorized inspection or disclosure.

(e) Notification of unlawful inspection and disclosure

If any person is criminally charged by indictment or information with inspection or disclosure of a taxpayer's return or return information in violation of -

(1) paragraph (1) or (2) of section [7213\(a\)](#),

(2) section [7213A\(a\)](#), or

(3) subparagraph (B) of section 1030(a)(2) of title 18, United States Code, the Secretary shall notify such taxpayer as soon as practicable of such inspection or disclosure.

(f) Definitions

For purposes of this section, the terms "inspect", "inspection", "return", and "return information" have the respective meanings given such terms by section [6103\(b\)](#).

(g) Extension to information obtained under section [3406](#)

For purposes of this section -

(1) any information obtained under section [3406](#) (including information with respect to any payee certification failure under subsection (d) thereof) shall be treated as return information, and

(2) any inspection or use of such information other than for purposes of meeting any requirement under section [3406](#) or (subject to the safeguards set forth in section [6103](#)) for purposes permitted under section [6103](#) shall be treated as a violation of section [6103](#). For purposes of subsection (b), the reference to section [6103](#) shall be treated as including a reference to section [3406](#).

(h) Special rule for information obtained under section [6103\(k\)\(9\)](#)

For purposes of this section, any reference to section [6103](#) shall be treated as including a reference to section [6311\(e\)](#).