

**STANDARD AGREEMENT**

FOR I.T. GOODS/SERVICES ONLY

CAL STARS

	REGISTRATION NUMBER
PURCHASING AUTHORITY NUMBER	STATE AGENCY NUMBER
	<b>CRC-OCIO-2010</b>
	CONTRACTOR NUMBER

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

<small>STATE AGENCY'S NAME</small> <b>CITIZENS REDISTRICTING COMMISSION</b>	(hereafter called Customer)
<small>CONTRACTOR'S NAME</small> <b>OFFICE OF THE STATE CHIEF INFORMATION OFFICER</b>	(hereafter called Contractor)
2. The term of this Agreement is: 1/1/2011 through 6/30/2014
3. The maximum amount of this Agreement is: \$ 3,000.00  
THREE THOUSAND AND 00/100 DOLLARS
4. The parties agree to comply with the terms and conditions of the following attachments which are by this reference made a part of the Agreement:

- |                                                  |         |
|--------------------------------------------------|---------|
| Exhibit A - General Information                  | 1 page  |
| Exhibit B - Budget Detail and Payment Provisions | 2 pages |
| Exhibit C - Customer Completion Form             | 2 pages |

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

<b>CONTRACTOR</b>  <small>CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)</small> <b>OFFICE OF THE STATE CHIEF INFORMATION OFFICER</b> <small>BY (Authorized Signature)</small>  <small>PRINTED NAME AND TITLE OF PERSON SIGNING</small> <b>S. RUSSELL, Procurement Manager</b> <small>ADDRESS</small> <b>P.O. Box 1810, Rancho Cordova, CA 95741-1810</b> <p style="text-align: center;"><small>STATE OF CALIFORNIA</small></p> <small>AGENCY NAME</small> <b>CITIZENS REDISTRICTING COMMISSION</b> <small>BY (Authorized Signature)</small>  <small>PRINTED NAME AND TITLE OF PERSON SIGNING</small> <b>DANIEL CLAYPOOL, Executive Director</b> <small>ADDRESS</small> <b>1500 11<sup>th</sup> Street, Sacramento, CA 95814</b>	<small>CALIFORNIA</small> <b>Department of General Services</b> <small>Use Only</small>  <b>Agreements over \$50,000 are exempt from DGS approval per Delegation DIA-003.</b>  <b>Agreements under \$50,000 are exempt from DGS approval per SCM 4.04.5.A.</b>
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GENERAL INFORMATION

1. This CAL STARS Interagency Agreement (IAA) is entered into by and between the **CITIZENS REDISTRICTING COMMISSION** (hereinafter referred to as the "State of California" or "Customer") and the Contractor (hereinafter referred to as the "Office of the State Chief Information Officer" or "the OCIO") for the purpose of obtaining information technology services, materials or equipment. This IAA shall be augmented through the OCIO Service Request (SR) process with any resulting mutually agreed upon contractual terms becoming a part of this IAA, as if fully set forth herein. The IAA also provides for payment for these services pursuant to State Administration Manual (SAM) sections 8752-8752.1 and section 3.03 of the State Contracting Manual.

## BUDGET DETAIL AND PAYMENT PROVISIONS

### 1. GENERAL CUSTOMER OBLIGATIONS

- A. Return completed IAA renewal package to the Office of the State Chief Information Officer (OCIO) no later than 60 calendar days prior to the expiration date. For IAAs expiring on a date different than Fiscal Year end, the renewal must be received no later than 30 calendar days prior to the expiration date of the IAA. In the event a Customer does not return a completed IAA renewal package during the required time frame, the OCIO will escalate the matter with the Customer agency. Any costs incurred by the OCIO on behalf of the Customer after the expiration date will be billed to the Customer and processed by direct transfer.
- B. Customers must provide 45 calendar days cancellation notice for specific services to be terminated. Lead-time for cancellation of services is vendor-dependent and may require additional lead-time for processing termination documents. Notification to terminate services must be submitted to the OCIO via a Service Request form (OCIO 098) which is available on OCIO's web site at: [http://www.dts.ca.gov/custguide/Resources\\_and\\_Tools/Forms.htm](http://www.dts.ca.gov/custguide/Resources_and_Tools/Forms.htm). The targeted completion date noted on the Service Request must allow time for the lead-time required to cancel services. Due to the daily accumulation of system utilization and cost activity within the billing system, retroactive termination of services will not be considered. For additional information regarding lead-times for canceling services, please contact your Customer Representative.
- C. Customer invoices will be processed by direct transfer for services billed at the specified rates. Use of services and goods provided by the OCIO to the Customer constitutes an obligation and will be paid by direct transfer.
- D. In the event the Customer utilizes, requires, accepts or requests services that exceed the amount authorized by this Agreement, the Customer is responsible for all charges incurred, and either party may amend this Agreement, in writing, to provide payment to the OCIO to the extent services have been provided. Such payment for services incurred beyond the amount authorized by this Agreement shall be made payable on or before the Agreement expiration date. If, after the conclusion of the subject Agreement period, it is determined that monies above and beyond that which was authorized by this Agreement are owed to the OCIO for services received by the Customer, either party may amend this Agreement, in writing, and the Customer agrees to pay the outstanding amount in full, no later than 60 calendar days from discovery of the outstanding payment due.

### 2. INVOICING

- A. Upon receipt of appropriate invoices for services rendered in accordance with this IAA, the Customer agrees to compensate the OCIO for services billed in accordance with the rates specified herein.
- B. Invoices shall include the OCIO IAA number, and shall be submitted in duplicate not more frequently than monthly in arrears to the billing address identified in Exhibit C.

### 3. BUDGET CONTINGENCY CLAUSE

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this IAA does not appropriate sufficient funds for the program, this IAA shall be of no further force and effect. In this event, the Customer shall have no liability to pay any funds whatsoever to the OCIO, or to furnish any other considerations under this IAA, and the OCIO shall not be obligated to perform any provisions of this IAA.
- B. If funding for any Fiscal Year is reduced or deleted by the Budget Act for purposes of this program, the Customer shall have the option to either cancel this IAA with no further liability except as otherwise specified herein, or submit an amendment to reflect the reduced amount.

#### 4. PAYMENT TERMS

A. Costs for this IAA shall be computed in accordance with SAM sections 8752 and 8752.1.

B. The cost of performance, UNDER THIS Agreement, is based upon the Customer's:

- (1) Use of system in relation to total system usage;
- (2) Dedicated equipment and communications costs;
- (3) Miscellaneous supplies, services; and,
- (4) Share of the Department of Finance CAL STARS operations, maintenance, development and support.

A copy of the OCIO's Billing Rate Schedule is available at: <http://www.dts.ca.gov/customers/rates.asp?key=23>.  
The rates are subject to change upon 30 calendar days' prior written notice from the OCIO.

C. The OCIO will process Customer invoices by direct transfer. (See Exhibit C for department information.)

#### 5. CUSTOMER RESPONSIBILITY

It will be the responsibility of the Customer to notify the OCIO in writing within five (5) State business days after receipt/installation of goods from a vendor or other State agency (i.e., equipment, telecommunications lines, and software products). Such notification shall be sent to:

Office of the State Chief Information Officer  
Warehouse Receiving at:  
[warehousereceiving@state.ca.gov](mailto:warehousereceiving@state.ca.gov)

**CUSTOMER COMPLETION FORM**

OFFICE OF THE STATE CHIEF INFORMATION OFFICER: (See Exhibit A, Page 1, Item 3)

<b>CONTRACT ADMINISTRATOR:</b>	<b>CUSTOMER REPRESENTATIVE:</b>
OCIO IAA PROCESSING ANALYST – Y-18 ADMINISTRATIVE SERVICES BRANCH	CUSTOMER RELATIONS BRANCH
P.O. BOX 1810 RANCHO CORDOVA, CA 95741-1810	P.O. BOX 1810 RANCHO CORDOVA, CA 95741-1810
PHONE: (916) 739-7509 FAX (916) 739-7755 EMAIL: iaaprocessinganalyst@state.ca.gov	PHONE: (916) 454-7225 FAX: (916) 454-7273

STATE OF CALIFORNIA:

<b>CONTRACT ANALYST:</b>	<b>BILLING CONTACT:</b>
CELESTE HEIDLER	JENNIFER CLARK
ADDRESS: 707 THIRD STREET, SUITE 6-100, WEST SACRAMENTO, CA 95605	ADDRESS: 707 THIRD STREET, SUITE 6-100, WEST SACRAMENTO, CA 95605
PHONE: (916) 376-5234 FAX: (916) 376-5218 EMAIL: celeste.heidler@dgs.ca.gov	PHONE: (916) 376-5237 FAX: (916) 376-5218 EMAIL: jennifer.clark@dgs.ca.gov
<b>CONTRACT ADMINISTRATOR:</b>	<b>TECHNICAL CONTACT:</b>
CELESTE HEIDLER	
ADDRESS: 707 THIRD STREET, SUITE 6-100, WEST SACRAMENTO, CA 95605	ADDRESS:
PHONE: (916) 376-5234 FAX: (916) 376-5218 EMAIL: celeste.heidler@dgs.ca.gov	PHONE: FAX: EMAIL:

**PAYMENT TERMS**

Customer invoices will be processed by direct transfer.

Direct Transfer - OCIO will process monthly invoice in arrears by direct transfer. Customer will continue to receive monthly invoice.

Appropriation Data Required to Process Direct Transfer:

Fund Number: 0001000

Category:

Sub Fund:

Program:

Agency Code: 0911

Element:

Fiscal Year: 2009

Component:

Reference: 001

Task:

FUNDING INQUIRY

The OCIO is required by the Department of Finance and the Federal Department of Health and Human Services to maintain funding information for state and federal audits.

- A. Does your agency receive any federal funds? Yes No **X**
- B. If yes, does funding for this IAA contain any federal funds? Yes No
- C. If yes, what dollar amount received by the OCIO is federal money? \$

OPERATIONAL RECOVERY INQUIRY

The OCIO offers Operational Recovery Hot Site Services. Quotations for this service will be provided by the OCIO's Operational Recovery Coordinator and are based on agency individual requirements.

- A. Does your agency plan to use this service during the term of this Agreement? Yes No **X**
- B. If yes, are funds included in this IAA for these services? Yes No
- C. If no, when will the IAA be amended to add funds for these services? Date

In order to provide for the emergency restoration of the Customer's systems in the event of a disaster, the Customer must separately subscribe to the Operational Recovery Services offered by the OCIO. If the Customer has not subscribed to these Operational Recovery Services, the Customer's operations may not be restored for a significant length of time and the OCIO will not be responsible for the proper operation of the Customer's systems in the event of a disaster.

**AGREEMENT SUMMARY**

STD 215 (Rev 4/2002)

AGREEMENT NUMBER

AMENDMENT NUMBER

**CRC-OCIO-2010**

**CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED**

1. CONTRACTOR'S NAME

**OFFICE OF THE STATE CHIEF INFORMATION OFFICER**

2. FEDERAL I.D. NUMBER

**68-0278724**

3. AGENCY TRANSMITTING AGREEMENT

**CITIZENS REDISTRICTING COMMISSION**

4. DIVISION, BUREAU, OR OTHER UNIT

5. AGENCY BILLING CODE

**033036**

6. NAME AND TELEPHONE NUMBER OF CONTRACT ANALYST FOR QUESTIONS REGARDING THIS AGREEMENT

7. HAS YOUR AGENCY CONTRACTED FOR THESE SERVICES BEFORE?

NO

YES (If YES, enter prior contractor

name and Agreement Number)

8. BRIEF DESCRIPTION OF SERVICES - LIMIT 72 CHARACTERS INCLUDING PUNCTUATION AND SPACES

**CALSTARS processing services**

9. AGREEMENT OUTLINE (Include reason for Agreement: Identify specific problem, administrative requirement, program need or other circumstances making the Agreement necessary; include special or unusual terms and conditions.)

**Accounting records are maintained on CALSTARS. Agreement is for processing services.**

10. PAYMENT TERMS (More than one may apply.)

MONTHLY FLAT RATE

QUARTERLY

ONE-TIME PAYMENT

PROGRESS PAYMENT

ITEMIZED INVOICE

WITHHOLD \_\_\_\_\_ %

ADVANCED PAYMENT NOT TO EXCEED

REIMBURSEMENT/REVENUE

\$ \_\_\_\_\_ Or \_\_\_\_\_ %

OTHER (Explain) \_\_\_\_\_

11. PROJECTED EXPENDITURES  
FUND TITLE

ITEM

F.Y.

CHAPTER

STATUTE

PROJECTED EXPENDITURES

**General Fund**

**0911-001-0001**

**2009**

**1/09**

**2009**

**\$ 3,000.00**

\$

\$

OBJECT CODE **428.01**

AGREEMENT TOTAL \$ **3,000.00**

OPTIONAL USE

AMOUNT ENCUMBERED BY THIS DOCUMENT

**\$ 3,000.00**

I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.

PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT

\$

ACCOUNTING OFFICER'S SIGNATURE

DATE SIGNED

TOTAL AMOUNT ENCUMBERED TO DATE

**\$ 3,000.00**

12. AGREEMENT

TERM

From

Through

TOTAL COST OF THIS TRANSACTION

BID, SOLE SOURCE, EXEMPT

Original

**1/1/2011**

**6/30/2014**

**\$ 3,000.00**

**Exempt - Data Center IAA**

Amendment No. 1

\$

Amendment No. 2

\$

Amendment No. 3

\$

**TOTAL \$ 3,000.00**

(Continue)

## AGREEMENT SUMMARY

STD 215 (Rev 04/2002)

## 13 BIDDING METHOD USED.

- REQUEST FOR PROPOSAL (RFP)  INVITATION FOR BID (IFB)  USE OF MASTER SERVICE AGREEMENT  
(Attach justification if secondary method is used)
- SOLE SOURCE CONTRACT  EXEMPT FROM BIDDING  OTHER (Explain)  
(Attach STD. 821) (Give authority for exempt status)

NOTE. Proof of advertisement in the State Contracts Register or an approved form  
STD. 821, Contract Advertising Exemption Request, must be attached

## 14. SUMMARY OF BIDS (List of bidders, bid amount and small business status) (If an amendment, sole source, or exempt, leave blank)

N/A

## 15. IF AWARD OF AGREEMENT IS TO OTHER THAN THE LOWER BIDDER, PLEASE EXPLAIN REASON(S) (If an amendment, sole source, or exempt, leave blank)

N/A

## 16. WHAT IS THE BASIS FOR DETERMINING THAT THE PRICE OR RATE IS REASONABLE?

IAA WITH GOVERNMENT AGENCY

## 17. JUSTIFICATION FOR CONTRACTING OUT (Check one)

- Contracting out is based on cost savings per Government Code 19130(a). The State Personnel Board has been so notified.  Contracting out is justified based on Government Code 19130(b). Justification for the Agreement is described below.

Justification:

18. FOR AGREEMENTS IN EXCESS OF \$5,000, HAS THE LETTING OF THE AGREEMENT BEEN REPORTED TO THE DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING?

NO  YES  N/A

19. HAVE CONFLICT OF INTEREST ISSUES BEEN IDENTIFIED AND RESOLVED AS REQUIRED BY THE STATE CONTRACT MANUAL SECTION 7.10?

NO  YES  N/A

20. FOR CONSULTING AGREEMENTS, DID YOU REVIEW ANY CONTRACTOR EVALUATIONS ON FILE WITH THE DGS LEGAL OFFICE?

NO  YES  NONE ON FILE  N/A

21. IS A SIGNED COPY OF THE FOLLOWING ON FILE AT YOUR AGENCY FOR THIS CONTRACTOR?

A. CONTRACTOR CERTIFICATION CLAUSES  NO  YES  N/A

B. STD. 204, VENDOR DATA RECORD  NO  YES  N/A

22. REQUIRED RESOLUTIONS ARE ATTACHED

NO  YES  N/A

## 23. ARE DISABLED VETERANS BUSINESS ENTERPRISE GOALS REQUIRED? (If an amendment, explain changes, if any)

- NO (Explain below)  YES (If YES complete the following)

DISABLED VETERAN BUSINESS ENTERPRISES: \_\_\_\_\_ % OF AGREEMENT

- Good faith effort documentation attached if 3% goal is not reached.  
 We have determined that the contractor has made a sincere good faith effort to meet the goal.

Explain:

EXEMPT

## 24. IS THIS A SMALL BUSINESS CERTIFIED BY OSBCR?

NO  YES (Indicate Industry Group)

SMALL BUSINESS REFERENCE NUMBER

## 25. IS THIS AGREEMENT (WITH AMENDMENTS) FOR A PERIOD OF TIME LONGER THAN ONE YEAR? (If YES, provide justification)

NO  YES

The Citizens Redistricting Commission appropriation was set up by the Budget Act of 2009 and is available during the entire three-year period. The Commission will only be active from January 2011 through October 2011, but will require Calstars services through June 2014 (reports and financial statement reporting through reversion of appropriation). The Commission will go dormant during FY 11/12, so a multi-year contract is necessary to ensure funding.

I certify that all copies of the referenced Agreement will conform to the original Agreement sent to the Department of General Services.

SIGNATURE/TITLE

DATE SIGNED

✗



Office of the State Chief Information Officer  
Administration Division  
P.O. Box 1810  
Rancho Cordova, CA 95741-1810



To: Office of the State Chief Information Officer Customers

Date: March 18, 2010

From: Office of the State Chief Information Officer

Subject: 2010/2011 CALSTARS INTERAGENCY AGREEMENT

The Office of the State Chief Information Officer (OCIO) 2010/2011 CAL STARS Interagency Agreement (IAA) package is available for your completion and signature. All renewals are due 60 calendar days prior to the expiration date in order to execute in a timely manner. Please note that we have significantly streamlined the IAA document. The IAA will no longer be used to document requirements for specific systems. Please contact your Account Manager or Customer Representative if your department has a need of this type. Furthermore, please be advised that if your department does not have an IAA in place, your department will not have the ability to submit Service Requests.

Annual IAAs are normally established on a fiscal year basis (July 1 – June 30), however, they may cover any time period. To streamline paperwork, the OCIO encourages multiple year Agreements. The expiration date on all approved IAAs may be extended by submitting a Standard Agreement Amendment for I.T. Goods/Services Only, (STD 213A) in advance of the expiration date.

The Department of General Services (DGS) has authorized the OCIO with Data Center IAA Purchasing Authority Delegation, DIA-003, giving the OCIO authorization to fully execute routine information technology (IT) agreements and related amendments for payment to the OCIO for computer processing and IT related services. There is no dollar threshold for agreements or amendments executed under this purchasing authority, therefore, **IAAs do not need to be submitted to DGS for approval.** *IAAs sent to the DGS for review will result in duplicate billing for IAA Processing.*

Please complete two (2) CAL STARS IAA packages with original signatures no later than 60 calendar days prior to the expiration date, and return to the IAA Processing Analyst at:

Office of the State Chief Information Officer  
Administrative Services Branch  
P.O. Box 1810  
Rancho Cordova, CA 95741-1810  
Attention: OCIO IAA Processing Analyst (Y18)

Once the IAA package is fully executed, one (1) original copy will be returned to the attention of the designated Contract Analyst (Exhibit C, Page 1 of 2).

If you have any questions regarding the IAA template, please contact the OCIO IAA Processing Analyst, at (916) 739-7509, by email at [iaaprocessinganalyst@state.ca.gov](mailto:iaaprocessinganalyst@state.ca.gov), or to be redirected to the Procurement Manager, clerical staff at (916) 739-7514. If you have any other questions regarding services, costs, rates, etc., please contact your Customer Representative.

S. RUSSELL, Procurement Manager  
Administration Division

Enclosures

## CAL STARS INTERAGENCY AGREEMENT (IAA) INSTRUCTIONS

These instructions apply to all IAAs submitted by customers for the services beginning on or after July 1, 2010.

The entire IAA package is available to download from the OCIO web site at: <http://www.dts.ca.gov/Customers/services.asp?key=22>.

### STANDARD 213 - STANDARD AGREEMENT FOR I.T. GOODS AND SERVICES ONLY

- The Standard 213 is the cover page for the IAA to which the exhibits are attached.
- Sections titled "STATE AGENCY NUMBER," and "CONTRACTOR NUMBER," are provided for identifying purposes that pertains to the IAA.
- Section titled "SCPRS REGISTRATION NUMBER," is provided and requires the department receiving services to register an IAA over \$5,000.00 within the Department of General Services' (DGS) SCPRS system at: <https://www.bidsync.com>, and to document the generated number.
- The term date is normally established by fiscal year (July 1 – June 30), however, a multi-year IAA is encouraged.
- The encumbrance amount of the IAA may be estimated based upon the OCIO's current rate schedule, which can be viewed at: <http://www.dts.ca.gov/customers/rates.asp?key=23>.
- Exemption language for all agreements is addressed on the bottom right corner. The OCIO holds IAA delegation (DIA-003), which authorizes approval of all IAAs for services rendered to customers without regard to dollar amount, thereby eliminating the need for DGS approval.

### EXHIBIT A - GENERAL INFORMATION

### EXHIBIT B - BUDGET DETAIL AND PAYMENT PROVISIONS

### EXHIBIT C - CUSTOMER COMPLETION FORM

- Contact information must be provided to the OCIO for recordkeeping purposes.
- The completion of the appropriation data must be completed to process invoices by direct transfer.
- The completion of Funding Inquiry is mandated by the Department of Finance.
- The completion of Operational Recovery Inquiry is critical information to the OCIO for planning and meeting customer demand/requirements for these essential services.

### STANDARD 215 - AGREEMENT SUMMARY

The Standard 215 is necessary to identify funding information. The Accounting Officer's signature is required in item #11.