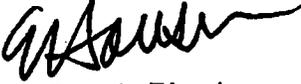


Memorandum

To : Ramon J. Hirsig,
Executive Director

Date: June 15, 2010


From : Liz Houser, Deputy Director
Administration Department

Subject : **APPROVAL OF CONTRACT OVER \$1 MILLION**

Your approval is requested to place an Administrative Agenda Item before the Board at the July 13-15, 2010 Board Meeting.

Routine renewal of two Interagency Agreements that expire June 30, 2010:

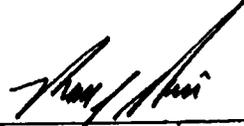
- Interagency Agreement #10-026 – Department of Motor Vehicles (DMV)
- Interagency Agreement #10-029 – Office of Chief Information Officer (OCIO)
(This contract was formerly with the Department of Technology.)

Because these Agreements exceed \$1 million, Board Member approval is required. Attached is a brief description of the services to be provided by each Agreement. Also attached are the 2010-11 Agreements with the DMV and the OCIO.

With your approval, the Board Proceedings Division will place these items on the Public Agenda Notice and provide a copy of the attachments to each Board Member. If you have any questions or wish to discuss the Board of Equalization's contracts further, please call me or have your staff call Christine Demes at 445-3498.

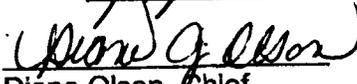
LH:kw

Attachment

Approved: 

Ramon J. Hirsig
Executive Director

BOARD APPROVED
At the 7/15/10 Board Meeting


Diane Olson, Chief
Board Proceedings Division

Board of Equalization
Proposed Contracts
Over \$1 Million

Contractor	Start Date	Expire Date	Estimated Total Cost	Purpose
Motor Vehicles Department of (DMV) Contract #10-026	7/1/2010	6/30/2011	\$6,950,000	Collection of sales, use, and/or special taxes pertaining to vehicles and undocumented vessels as set forth in Chapter 1858, Statutes of 1963; Chapter 2, Statutes of 1965 (First Extraordinary Session); Chapter 1741, Statutes of 1971; Chapter 1816, Statutes of 1971; Chapter 974, Statutes of 1973; and Chapter 665, Statutes of 1982, in accordance with a plan approved by the State Department of Finance, the Board of Equalization and the Department of Motor Vehicles.
Chief Information Officer Office of (OCIO) Contract #10-029	7/1/2010	6/30/2011	\$11,200,000	Multiple data processing services from the consolidated data center for FY 10-11 (Routine Renewal). Mainframe data processing services to run application programs; UNIX data processing services to run the ACMS systems; network services to interconnect BOE users statewide; network services to connect the BOE to other state agencies and the internet; BOE website services; operations recovery services; equipment leasing.

STATE OF CALIFORNIA
STANDARD AGREEMENT

STD 213 (Rev 06/03)

DMV#

AGREEMENT NUMBER 10-026
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:
 STATE AGENCY'S NAME
 Board of Equalization
 CONTRACTOR'S NAME
 Department of Motor Vehicles
2. The term of this Agreement is: July 1, 2010 through June 30, 2011
3. The maximum amount of this Agreement is: \$ 6,950,000.00
 Six Million Nine Hundred Fifty Thousand Dollars and Zero Cents
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:

Exhibit A – Scope of Work	2 pages
Exhibit B – Budget Detail and Payment Provisions	1 page
Exhibit C* - General Interagency Terms and Conditions	GIA 101
Exhibit D – Special Terms and Conditions	2 pages
Exhibit E – Additional Provisions	4 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 www.ols.dgs.ca.gov/Standard+Language*

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

CONTRACTOR	CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME <i>(If other than an individual, state whether a corporation, partnership, etc.)</i> Department of Motor Vehicles	
BY <i>(Authorized Signature)</i> 	DATE SIGNED <i>(Do not type)</i>
PRINTED NAME AND TITLE OF PERSON SIGNING Jeannie Jones, Contract Officer	
ADDRESS 2415 First Avenue, MS: F112 Sacramento, CA 95818	
STATE OF CALIFORNIA	
AGENCY NAME Board of Equalization	
BY <i>(Authorized Signature)</i> 	DATE SIGNED <i>(Do not type)</i>
PRINTED NAME AND TITLE OF PERSON SIGNING Suzan Bills, Manager, Contract Section	
ADDRESS 450 N Street, MIC: 24; Sacramento, CA 95814	
<input type="checkbox"/> Exempt per	

EXHIBIT A
Page 1 of 2

SCOPE OF WORK

1. Department of Motor Vehicles (DMV) agrees to provide the collection of vehicle/vessel and special taxes for the Board of Equalization (BOE) as described below:
 - A. DMV shall perform the following three (3) operations:
 - i. Collection of sale and use taxes pertaining to vehicles as set forth in Chapter 1858, Statutes of 1963, Chapter 2, Statutes of 1965, Chapter 1741, Statutes of 1971 and Chapter 1816, Statutes of 1971, in accordance with a plan approved by State Department of Finance (DOF), the Board and DMV.
 - ii. Collection of use taxes pertaining to undocumented vessels as set forth in Chapter 1858, Statutes of 1963, Chapter 2, Statutes of 1965, (First Extraordinary Session), Chapter 1741, Statutes of 1971, Chapter 1816, Statutes of 1971, Chapter 974, Statutes of 1973, Chapter 665, Statutes of 1982, in accordance with a plan approved by DOF, the Board and DMV.
 - iii. Collection of the special taxes on vehicles and undocumented vessels, where applicable. (These are additional/supplemental tax assessments incurred over and above the regular use taxes pertaining to vehicles and undocumented vessels mentioned in Items 1-A-i and 1-A-ii above; e.g., library funding, transportation projects, etc.)
 - B. DMV will identify and report all taxes collected pursuant to this Agreement (including, but not limited to Retail Sales and Use Taxes Fund; Local Revenue Fund; Retail Sales/Use Public Safety Fund; Add-Ons & Local/County Jurisdiction Funds; and Earthquake Relief Fund) on a Transactions Request. In order to remit to BOE the funds collected pursuant to this Agreement, DMV shall prepare the Transactions Request each business day, and shall transmit the completed Transactions Request to the BOE with a copy sent by facsimile transmission to the State Controller's Office.

EXHIBIT A
Page 2 of 2

SCOPE OF WORK (continued)

2. The project representatives during the term of this Agreement will be:

Board of Equalization

Name: Robert Shaw
Phone: (916) 322-3612
Fax: (916) 324-2491
Email: Robert.Shaw@boe.ca.gov

Department of Motor Vehicles

Name: Debra Dias
Phone: (916) 657-2690
Fax: (916) 657-8643
Email: ddias@dmv.ca.gov

Direct all agreement inquiries to:

Board of Equalization

Attention: Contracts Section
Address: 450 N Street, MIC: 24
Sacramento, CA 95814
Phone: (916) 322-2107
Fax: (916) 322-3184

Department of Motor Vehicles

Attention: Nadine Valenzuela
Address: 2415 First Avenue, MS-E112
Sacramento, CA 95818-2606
Phone: (916) 657-9918
Fax: (916) 657-2387
Email: nvalenzuela@dmv.ca.gov

Either project representative may be changed without a formal amendment to this agreement. The changing party will notify the other party with a ten-day prior written notice, by either fax, mail or e-mail, which will contain the new project representative's name, mailing address, phone and fax numbers, and e-mail address.

EXHIBIT B
Page 1 of 1

BUDGET DETAIL AND PAYMENT PROVISIONS

1. RATES: The cost for these services shall be a flat rate of \$3.20 per transaction.

Transactions	Volumes	Administrative Service Fee	Reimbursement to DMV
Vehicles	2,119,870	\$ 3.20	\$ 6,783,584.00
Vessels	49,859	\$ 3.20	\$ 159,548.80
Total	* 2,169,729	\$ 3.20	\$ 6,943,132.80

* The volumes of vehicle and vessel transactions are estimates. Total contract amount is not to exceed **\$6,950,000.00**, six million, nine hundred fifty thousand dollars and zero cents.

2. INVOICING AND PAYMENT: For services satisfactorily rendered and upon receipt and approval of the invoices, the BOE agrees to compensate DMV for actual expenditures incurred in accordance with the rates specified above.

Invoices shall include the BOE Agreement number 10-026 and DMV Agreement number and be submitted in duplicate not more frequently than monthly in arrears to:

Board of Equalization
Accounting Section
450 N Street, MIC: 23
P. O. Box 942879
Sacramento, CA 94279-0023

Invoices shall also contain mailing address and contact name for remittances.

3. BUDGET CONTINGENCY CLAUSE: It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the Board shall have no liability to pay any funds whatsoever to DMV or to furnish any other considerations under this Agreement and DMV shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the Board shall have the option to either: cancel this Agreement with no liability occurring to the Board, or offer an Agreement amendment to DMV to reflect the reduced amount.

EXHIBIT D
Page 1 of 2

SPECIAL TERMS AND CONDITIONS

1. **SETTLEMENT OF DISPUTES**: In the event of a dispute, DMV shall file a "Notice of Dispute" with the Chief, Administrative Support Division of the BOE in Sacramento within ten (10) days of discovery of the problem. Within ten (10) days of receipt of the Notice, the Chief, Administrative Support Division, or designee, shall meet with DMV and Contract Manager for purposes of resolving the dispute. The decision of the Chief, Administrative Support Division, shall be final.
2. **CONFIDENTIALITY OF DATA**: In addition to the requirements of Exhibit E, Contractor agrees that all financial, statistical, personal, technical and other data and information relating to the BOE's operations, which is designated confidential by the BOE and made available to DMV in order to carry out this Agreement, or which becomes available to DMV in carrying out this Agreement, shall be protected by DMV from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the BOE. The identification of all such confidential data and information as well as the BOE's procedural requirements for protection of such data and information from unauthorized use and disclosure, shall be provided in writing to DMV by the BOE. DMV shall not, however, be required to keep confidential any data or information which is or becomes publicly available, is already rightfully in DMV's possession, is independently developed by DMV outside the scope of this Agreement, or is rightfully obtained from third parties.
3. **RIGHT TO TERMINATE**: This Agreement is subject to cancellation (in whole or part) by either party upon thirty (30) days written notice. If for any reason the BOE finds just cause for termination, the BOE may terminate this Agreement immediately without the thirty (30) day notice. The BOE shall also be relieved of any payments should DMV fail to perform the requirements of this Agreement at the time and in the manner herein provided.
4. **FORCE MAJEURE**: Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by "Force Majeure." As used in this section, "Force Majeure" is defined as follows: Acts of war and acts of God such as earthquakes, floods, and other natural disasters such that performance is impossible.
5. **COMPUTER SOFTWARE COPYRIGHT LAWS**: DMV certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in performance of this contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.

EXHIBIT D
Page 2 of 2

6. MUTUAL COOPERATION: DMV and the BOE intend to structure and foster increased communication and cooperation between the agencies with the goal of jointly developing effective solutions to the sales tax gap problem specific to the used car industry. The Executive Directors of DMV and the BOE agree to appoint management staff of their respective agencies to a working task force for this purpose. The DMV and BOE further agree to confer, discuss, research and explore all possible options for solving the tax gap, including, but not limited to, a full exchange of electronic data on used vehicle sales, developing and sponsoring legislation related to used car sales in the state, and to conduct a systematic review of their respective administrative procedures, and to strengthen such procedures, as necessary.

Exhibit E
Page 1 of 4

ADDITIONAL PROVISIONS

In performing the duties of this contract, all parties shall abide by the following requirements of the Internal Revenue Code below.

INTERNAL REVENUE CODE

Section 7213 (2005). Unauthorized disclosure of information.

Section 7431 (2005). Civil damages for unauthorized inspection or disclosure of returns and return information.

IRC Sec. 7213. Unauthorized disclosure of information.

(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) [26 USCS § 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) [26 USCS § 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) [26 USCS § 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 [26 USCS § 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) [26 USCS § 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.

Exhibit E
Page 2 of 4

ADDITIONAL PROVISIONS Continued

IRC Section 7213 continued from previous page

(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) [26 USCS § 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.

(5) Shareholders. It shall be unlawful for any person to whom a return or return information (as defined in section 6103(b) [26 USCS § 6103(b)]) is disclosed pursuant to the provisions of section 6103(e)(1)(D)(iii) [26 USCS § 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) [26 USCS § 7701(a)(12)(B)].

(d) Disclosure of software. Any person who willfully divulges or makes known software (as defined in section 7612(d)(1) [26 USCS § 7612(d)(1)]) to any person in violation of section 7612 [26 USCS § 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 [26 USCS § 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 E
Page 3 of 4

ADDITIONAL PROVISIONS Continued

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

(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 [26 USCS § 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 [26 USCS § 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 [26 USCS § 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) [26 USCS § 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) [26 USCS § 7430(c)(4)]).

Exhibit E
Page 4 of 4

ADDITIONAL PROVISIONS Continued

IRC Section 7431 continued from previous page

(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) [26 USCS § 7213(a)],
- (2) section 7213A(a) [26 USCS § 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) [26 USCS § 6103(b)].

(g) Extension to information obtained under section 3406. For purposes of this section--

- (1) any information obtained under section 3406 [26 USCS § 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 [26 USCS § 3406] or (subject to the safeguards set forth in section 6103 [26 USCS § 6103]) for purposes permitted under section 6103 [26 USCS § 6103] shall be treated as a violation of section 6103 [26 USCS § 6103].

For purposes of subsection (b), the reference to section 6103 [26 USCS § 6103] shall be treated as including a reference to section 3406 [26 USCS § 3406].

(h) Special rule for information obtained under section 6103(k)(9). For purposes of this section, any reference to section 6103 [26 USCS § 6103] shall be treated as including a reference to section 6311(e) [26 USC

AGREEMENT NUMBER 10-026
REGISTRATION NUMBER <i>ep 1067815</i>

- This Agreement is entered into between the State Agency and the Contractor named below:
 STATE AGENCY'S NAME
 Board of Equalization
 CONTRACTOR'S NAME
 Department of Motor Vehicles
- The term of this Agreement is: July 1, 2010 through June 30, 2011
- The maximum amount of this Agreement is: \$ 6,950,000.00
 Six Million Nine Hundred Fifty Thousand Dollars and Zero Cents
- 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:

Exhibit A – Scope of Work	2 pages
Exhibit B – Budget Detail and Payment Provisions	1 page
Exhibit C* - General Interagency Terms and Conditions	GIA 101
Exhibit D – Special Terms and Conditions	2 pages
Exhibit E – Additional Provisions	4 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 www.ols.dgs.ca.gov/Standard+Language

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.) Department of Motor Vehicles		
BY (Authorized Signature) <i>[Signature]</i>	DATE SIGNED (Do not type) <i>5/26/10</i>	
PRINTED NAME AND TITLE OF PERSON SIGNING Jeannie Jones, Contract Officer		
ADDRESS 2415 First Avenue, MS: F112 Sacramento, CA 95818		
STATE OF CALIFORNIA		<input type="checkbox"/> Exempt per
AGENCY NAME Board of Equalization		
BY (Authorized Signature) <i>[Signature]</i>	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Suzan Bills, Manager, Contract Section		
ADDRESS 450 N Street, MIC: 24; Sacramento, CA 95814		

EXHIBIT A
Page 1 of 2

SCOPE OF WORK

1. Department of Motor Vehicles (DMV) agrees to provide the collection of vehicle/vessel and special taxes for the Board of Equalization (BOE) as described below:
 - A. DMV shall perform the following three (3) operations:
 - i. Collection of sale and use taxes pertaining to vehicles as set forth in Chapter 1858, Statutes of 1963, Chapter 2, Statutes of 1965, Chapter 1741, Statutes of 1971 and Chapter 1816, Statutes of 1971, in accordance with a plan approved by State Department of Finance (DOF), the Board and DMV.
 - ii. Collection of use taxes pertaining to undocumented vessels as set forth in Chapter 1858, Statutes of 1963, Chapter 2, Statutes of 1965, (First Extraordinary Session), Chapter 1741, Statutes of 1971, Chapter 1816, Statutes of 1971, Chapter 974, Statutes of 1973, Chapter 665, Statutes of 1982, in accordance with a plan approved by DOF, the Board and DMV.
 - iii. Collection of the special taxes on vehicles and undocumented vessels, where applicable. (These are additional/supplemental tax assessments incurred over and above the regular use taxes pertaining to vehicles and undocumented vessels mentioned in Items 1-A-i and 1-A-ii above; e.g., library funding, transportation projects, etc.)
 - B. DMV will identify and report all taxes collected pursuant to this Agreement (including, but not limited to Retail Sales and Use Taxes Fund; Local Revenue Fund; Retail Sales/Use Public Safety Fund; Add-Ons & Local/County Jurisdiction Funds; and Earthquake Relief Fund) on a Transactions Request. In order to remit to BOE the funds collected pursuant to this Agreement, DMV shall prepare the Transactions Request each business day, and shall transmit the completed Transactions Request to the BOE with a copy sent by facsimile transmission to the State Controller's Office.

EXHIBIT A
Page 2 of 2

SCOPE OF WORK (continued)

2. The project representatives during the term of this Agreement will be:

Board of Equalization

Name: Robert Shaw
Phone: (916) 322-3612
Fax: (916) 324-2491
Email: Robert.Shaw@boe.ca.gov

Department of Motor Vehicles

Name: Debra Dias
Phone: (916) 657-2690
Fax: (916) 657-8643
Email: ddias@dmv.ca.gov

Direct all agreement inquiries to:

Board of Equalization

Attention: Contracts Section
Address: 450 N Street, MIC: 24
Sacramento, CA 95814
Phone: (916) 322-2107
Fax: (916) 322-3184

Department of Motor Vehicles

Attention: Nadine Valenzuela
Address: 2415 First Avenue, MS-E112
Sacramento, CA 95818-2606
Phone: (916) 657-9918
Fax: (916) 657-2387
Email: nvalenzuela@dmv.ca.gov

Either project representative may be changed without a formal amendment to this agreement. The changing party will notify the other party with a ten-day prior written notice, by either fax, mail or e-mail, which will contain the new project representative's name, mailing address, phone and fax numbers, and e-mail address.

EXHIBIT B
Page 1 of 1

BUDGET DETAIL AND PAYMENT PROVISIONS

1. RATES: The cost for these services shall be a flat rate of \$3.20 per transaction.

Transactions	Volumes	Administrative Service Fee	Reimbursement to DMV
Vehicles	2,119,870	\$ 3.20	\$ 6,783,584.00
Vessels	49,859	\$ 3.20	\$ 159,548.80
Total	* 2,169,729	\$ 3.20	\$ 6,943,132.80

* The volumes of vehicle and vessel transactions are estimates. Total contract amount is not to exceed **\$6,950,000.00**, six million, nine hundred fifty thousand dollars and zero cents.

2. INVOICING AND PAYMENT: For services satisfactorily rendered and upon receipt and approval of the invoices, the BOE agrees to compensate DMV for actual expenditures incurred in accordance with the rates specified above.

Invoices shall include the BOE Agreement number 10-026 and DMV Agreement number and be submitted in duplicate not more frequently than monthly in arrears to:

Board of Equalization
Accounting Section
450 N Street, MIC: 23
P. O. Box 942879
Sacramento, CA 94279-0023

Invoices shall also contain mailing address and contact name for remittances.

3. BUDGET CONTINGENCY CLAUSE: It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the Board shall have no liability to pay any funds whatsoever to DMV or to furnish any other considerations under this Agreement and DMV shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the Board shall have the option to either: cancel this Agreement with no liability occurring to the Board, or offer an Agreement amendment to DMV to reflect the reduced amount.

EXHIBIT D
Page 1 of 2

SPECIAL TERMS AND CONDITIONS

1. **SETTLEMENT OF DISPUTES**: In the event of a dispute, DMV shall file a "Notice of Dispute" with the Chief, Administrative Support Division of the BOE in Sacramento within ten (10) days of discovery of the problem. Within ten (10) days of receipt of the Notice, the Chief, Administrative Support Division, or designee, shall meet with DMV and Contract Manager for purposes of resolving the dispute. The decision of the Chief, Administrative Support Division, shall be final.
2. **CONFIDENTIALITY OF DATA**: In addition to the requirements of Exhibit E, Contractor agrees that all financial, statistical, personal, technical and other data and information relating to the BOE's operations, which is designated confidential by the BOE and made available to DMV in order to carry out this Agreement, or which becomes available to DMV in carrying out this Agreement, shall be protected by DMV from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the BOE. The identification of all such confidential data and information as well as the BOE's procedural requirements for protection of such data and information from unauthorized use and disclosure, shall be provided in writing to DMV by the BOE. DMV shall not, however, be required to keep confidential any data or information which is or becomes publicly available, is already rightfully in DMV's possession, is independently developed by DMV outside the scope of this Agreement, or is rightfully obtained from third parties.
3. **RIGHT TO TERMINATE**: This Agreement is subject to cancellation (in whole or part) by either party upon thirty (30) days written notice. If for any reason the BOE finds just cause for termination, the BOE may terminate this Agreement immediately without the thirty (30) day notice. The BOE shall also be relieved of any payments should DMV fail to perform the requirements of this Agreement at the time and in the manner herein provided.
4. **FORCE MAJEURE**: Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by "Force Majeure." As used in this section, "Force Majeure" is defined as follows: Acts of war and acts of God such as earthquakes, floods, and other natural disasters such that performance is impossible.
5. **COMPUTER SOFTWARE COPYRIGHT LAWS**: DMV certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in performance of this contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.

EXHIBIT D
Page 2 of 2

6. MUTUAL COOPERATION: DMV and the BOE intend to structure and foster increased communication and cooperation between the agencies with the goal of jointly developing effective solutions to the sales tax gap problem specific to the used car industry. The Executive Directors of DMV and the BOE agree to appoint management staff of their respective agencies to a working task force for this purpose. The DMV and BOE further agree to confer, discuss, research and explore all possible options for solving the tax gap, including, but not limited to, a full exchange of electronic data on used vehicle sales, developing and sponsoring legislation related to used car sales in the state, and to conduct a systematic review of their respective administrative procedures, and to strengthen such procedures, as necessary.

Exhibit E
Page 1 of 4

ADDITIONAL PROVISIONS

In performing the duties of this contract, all parties shall abide by the following requirements of the Internal Revenue Code below.

INTERNAL REVENUE CODE

Section 7213 (2005). Unauthorized disclosure of information.

Section 7431 (2005). Civil damages for unauthorized inspection or disclosure of returns and return information.

IRC Sec. 7213. Unauthorized disclosure of information.

(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) [26 USCS § 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) [26 USCS § 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) [26 USCS § 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 [26 USCS § 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) [26 USCS § 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.

Exhibit E
Page 2 of 4

ADDITIONAL PROVISIONS Continued

IRC Section 7213 continued from previous page

(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) [26 USCS § 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.

(5) Shareholders. It shall be unlawful for any person to whom a return or return information (as defined in section 6103(b) [26 USCS § 6103(b)]) is disclosed pursuant to the provisions of section 6103(e)(1)(D)(iii) [26 USCS § 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) [26 USCS § 7701(a)(12)(B)].

(d) Disclosure of software. Any person who willfully divulges or makes known software (as defined in section 7612(d)(1) [26 USCS § 7612(d)(1)]) to any person in violation of section 7612 [26 USCS § 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 [26 USCS § 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 E
Page 3 of 4

ADDITIONAL PROVISIONS Continued

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

(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 [26 USCS § 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 [26 USCS § 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 [26 USCS § 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) [26 USCS § 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) [26 USCS § 7430(c)(4)]).

Exhibit E
Page 4 of 4

ADDITIONAL PROVISIONS Continued

IRC Section 7431 continued from previous page

(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) [26 USCS § 7213(a)],
- (2) section 7213A(a) [26 USCS § 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) [26 USCS § 6103(b)].

(g) Extension to information obtained under section 3406. For purposes of this section--

- (1) any information obtained under section 3406 [26 USCS § 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 [26 USCS § 3406] or (subject to the safeguards set forth in section 6103 [26 USCS § 6103]) for purposes permitted under section 6103 [26 USCS § 6103] shall be treated as a violation of section 6103 [26 USCS § 6103].

For purposes of subsection (b), the reference to section 6103 [26 USCS § 6103] shall be treated as including a reference to section 3406 [26 USCS § 3406].

(h) Special rule for information obtained under section 6103(k)(9). For purposes of this section, any reference to section 6103 [26 USCS § 6103] shall be treated as including a reference to section 6311(e) [26 USC

AGREEMENT SUMMARY

STD 215 (Rev 4/2002)

AGREEMENT NUMBER

10-026

AMENDMENT NUMBER

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED

1. CONTRACTOR'S NAME Department of Motor Vehicles		2. FEDERAL I.D. NUMBER N/A
3. AGENCY TRANSMITTING AGREEMENT Board of Equalization	4. DIVISION, BUREAU, OR OTHER UNIT Sales & Use Tax Department	5. AGENCY BILLING CODE 024000
6. NAME AND TELEPHONE NUMBER OF CONTRACT ANALYST FOR QUESTIONS REGARDING THIS AGREEMENT Kay Weaver (916) 445-1174 Email: Kay.Weaver@boe.ca.gov		
7. HAS YOUR AGENCY CONTRACTED FOR THESE SERVICES BEFORE? <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES (If YES, enter prior contractor name and Agreement Number) #09-037, Department of Motor Vehicles		

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

Collection of vehicle/vessel and special taxes.

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.)

Collection of sales, use, and/or special taxes pertaining to vehicles and undocumented vessels as set forth in Chapter 1858, Statutes of 1963; Chapter 2, Statutes of 1965 (First Extraordinary Session); Chapter 1741, Statutes of 1971; Chapter 1816, Statutes of 1971; Chapter 974, Statutes of 1973; and Chapter 665, Statutes of 1982, in accordance with a plan approved by the State Department of Finance, the Board and the Department of Motor Vehicles..

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

<input type="checkbox"/> MONTHLY FLAT RATE	<input type="checkbox"/> QUARTERLY	<input type="checkbox"/> ONE -TIME PAYMENT	<input type="checkbox"/> PROGRESS PAYMENT
<input type="checkbox"/> ITEMIZED INVOICE	<input type="checkbox"/> WITHHOLD _____ %	<input type="checkbox"/> ADVANCED PAYMENT NOT TO EXCEED	
<input type="checkbox"/> REIMBURSEMENT/REVENUE	\$ _____ or _____ %		
<input checked="" type="checkbox"/> OTHER (Explain) Flat rate of \$3.20 per transaction.			

11. PROJECTED EXPENDITURES					PROJECTED EXPENDITURES
FUND TITLE	ITEM	F.Y.	CHAPTER	STATUTE	
General	0860-001-0001	10-11		2010	\$ 6,950,000.00
OBJECT CODE 400-3845	PROGRAM CODE 3000	AGREEMENT TOTAL			\$ 6,950,000.00
OPTIONAL USE				AMOUNT ENCUMBERED BY THIS DOCUMENT	
				\$ 6,950,000.00	
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	
				\$ 0.00	
ACCOUNTING OFFICER'S SIGNATURE		DATE SIGNED		TOTAL AMOUNT ENCUMBERED TO DATE	
				\$ 6,950,000.00	

12. AGREEMENT	TERM		TOTAL COST OF THIS TRANSACTION	BID, SOLE SOURCE, EXEMPT
	From	Through		
Original	7/1/10	6/30/11	\$ 6,950,000.00	Exempt
Amendment No. 1			\$	
Amendment No. 2			\$	
Amendment No. 3			\$	
		TOTAL	\$ 6,950,000.00	

(continue)

AGREEMENT SUMMARY

STD 215 (Rev 4/2002)

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) PCC 10340(b)(3)
(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)*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)*

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

Interagency Agreement

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:

Interagency Agreement and only DMV collects the fees.

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 N/A
ON FILE

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:

Interagency Agreement

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

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

SIGNATURE/TITLE

, Suzan Bills, Contract Manager

DATE SIGNED

AGREEMENT SUMMARY

STD 215 (Rev 4/2002)

AGREEMENT NUMBER

10-026

AMENDMENT NUMBER

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED

1. CONTRACTOR'S NAME Department of Motor Vehicles		2. FEDERAL I.D. NUMBER N/A
3. AGENCY TRANSMITTING AGREEMENT Board of Equalization	4. DIVISION, BUREAU, OR OTHER UNIT Sales & Use Tax Department	5. AGENCY BILLING CODE 024000
6. NAME AND TELEPHONE NUMBER OF CONTRACT ANALYST FOR QUESTIONS REGARDING THIS AGREEMENT Kay Weaver (916) 445-1174 Email: Kay.Weaver@boe.ca.gov		
7. HAS YOUR AGENCY CONTRACTED FOR THESE SERVICES BEFORE? <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES (If YES, enter prior contractor name and Agreement Number) #09-037, Department of Motor Vehicles		

8. BRIEF DESCRIPTION OF SERVICES - LIMIT 72 CHARACTERS INCLUDING PUNCTUATION AND SPACES
Collection of vehicle/vessel and special taxes.

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.)
Collection of sales, use, and/or special taxes pertaining to vehicles and undocumented vessels as set forth in Chapter 1858, Statutes of 1963; Chapter 2, Statutes of 1965 (First Extraordinary Session); Chapter 1741, Statutes of 1971; Chapter 1816, Statutes of 1971; Chapter 974, Statutes of 1973; and Chapter 665, Statutes of 1982, in accordance with a plan approved by the State Department of Finance, the Board and the Department of Motor Vehicles..

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) Flat rate of \$3.20 per transaction.

FUND TITLE	ITEM	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
General	0860-001-0001	10-11		2010	\$ 6,950,000.00
OBJECT CODE 400-3845 PROGRAM CODE 3000					AGREEMENT TOTAL \$ 6,950,000.00
OPTIONAL USE					AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 6,950,000.00
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 \$ 0.00
ACCOUNTING OFFICER'S SIGNATURE <i>Sandra Kennedy</i>			DATE SIGNED 5/27/10	TOTAL AMOUNT ENCUMBERED TO DATE \$ 6,950,000.00	

AGREEMENT	From	Through	TOTAL COST OF THIS TRANSACTION	BID, SOLE SOURCE, EXEMPT
Original	7/1/10	6/30/11	\$ 6,950,000.00	Exempt
Amendment No. 1			\$	
Amendment No. 2			\$	
Amendment No. 3			\$	
TOTAL			\$ 6,950,000.00	

(continue)

STATE OF CALIFORNIA
AGREEMENT SUMMARY
 STD 215 (Rev 4/2002)

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) PCC 10340(b)(3)
(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)

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)

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

Interagency Agreement

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:

Interagency Agreement and only DMV collects the fees.

18. FOR AGREEMENTS IN EXCESS OF \$5,000, HAS THE LETTING OF THE AGREEMENT BEEN REPORTED TO THE DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING? <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES <input type="checkbox"/> N/A	19. HAVE CONFLICT OF INTEREST ISSUES BEEN IDENTIFIED AND RESOLVED AS REQUIRED BY THE STATE CONTRACT MANUAL SECTION 7.10? <input type="checkbox"/> NO <input type="checkbox"/> YES <input checked="" type="checkbox"/> N/A	20. FOR CONSULTING AGREEMENTS, DID YOU REVIEW ANY CONTRACTOR EVALUATIONS ON FILE WITH THE DGS LEGAL OFFICE? <input type="checkbox"/> NO <input type="checkbox"/> YES <input type="checkbox"/> NONE <input checked="" type="checkbox"/> N/A ON FILE
---	--	---

21. IS A SIGNED COPY OF THE FOLLOWING ON FILE AT YOUR AGENCY FOR THIS CONTRACTOR? A. CONTRACTOR CERTIFICATION CLAUSES <input type="checkbox"/> NO <input type="checkbox"/> YES <input checked="" type="checkbox"/> N/A B. STD. 204, VENDOR DATA RECORD <input type="checkbox"/> NO <input type="checkbox"/> YES <input checked="" type="checkbox"/> N/A	22. REQUIRED RESOLUTIONS ARE ATTACHED <input type="checkbox"/> NO <input type="checkbox"/> YES <input checked="" type="checkbox"/> 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:

Interagency Agreement

24. IS THIS A SMALL BUSINESS CERTIFIED BY OSBCR? <input checked="" type="checkbox"/> NO <input type="checkbox"/> 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

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

SIGNATURE/TITLE  , Suzan Bills, Contract Manager	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 INTERAGENCY AGREEMENT

The Office of the State Chief Information Officer (OCIO) 2010/2011 Interagency Agreement (IAA) package is available for your completion and signature. All renewals are due 60 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 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) IAA packages with original signatures no later than 60 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, 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

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 pertain 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' 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 and the Federal Department of Health and Human Services for state and federal audits.
- The completion of Operational Recovery Inquiry is critical information to the OCIO for planning and meeting customer demand/requirements for these essential services.
- The completion of After-Hours Contact is required in order to get customers up and running sooner when the outage is connected with their site.

STANDARD 215 - AGREEMENT SUMMARY

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

STANDARD AGREEMENT

FOR I.T. GOODS/SERVICES ONLY

REGISTRATION NUMBER
EP 1072517
STATE AGENCY NUMBER
10-029
CONTRACTOR NUMBER

PURCHASING AUTHORITY NUMBER
9I-1010-BOE-HQ1

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

STATE AGENCY'S NAME BOARD OF EQUALIZATION	(hereafter called Customer)
CONTRACTOR'S NAME OFFICE OF THE STATE CHIEF INFORMATION OFFICER	(hereafter called Contractor)
2. The term of this Agreement is: July 1, 2010 through June 30, 2011
3. The maximum amount of this Agreement is: \$ 11,200,000.00
Eleven Million, Two Hundred Thousand Dollars and Zero Cents
4. The parties agree to comply with the terms and conditions of the following attachments which are by this reference made a part of the Agreement:

Exhibit A – 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.

CONTRACTOR	CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME <i>(If other than an individual, state whether a corporation, partnership, etc.)</i>	
OFFICE OF THE STATE CHIEF INFORMATION OFFICER	
BY <i>(Authorized Signature)</i> 	DATE SIGNED
PRINTED NAME AND TITLE OF PERSON SIGNING	
S. RUSSELL, Procurement Manager, Administration Division	
ADDRESS	
P.O. Box 1810, Rancho Cordova, CA 95741-1810	
STATE OF CALIFORNIA	
AGENCY NAME	
BOARD OF EQUALIZATION	
BY <i>(Authorized Signature)</i> 	DATE SIGNED
PRINTED NAME AND TITLE OF PERSON SIGNING	
SUZAN BILLS, Contract Manager	
ADDRESS	
450 N Street, MIC 24; Sacramento, CA 95814	

Agreements over \$50,000 are exempt from DGS approval per Delegation DIA-003.

Agreements under \$50,000 are exempt from DGS approval per SCM 4.04.5.A.

GENERAL INFORMATION

1. This Interagency Agreement (IAA) is entered into by and between the Board of Equalization (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 represent the cost of ongoing services provided to the Customer by OCIO along with the cost of projected new services to be requested through the Service Request process. 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.
2. The OCIO agrees to:
 - A. Provide efficient and effective services to the above named Customer. In addition, the OCIO is committed to provide a high level of quality services. In order to achieve these goals and to ensure a clear understanding of the Customer's business requirements, the OCIO provides Customer Representatives to:
 - 1) Maintain a continual working relationship with the Customer.
 - 2) Coordinate joint development of work plans.
 - 3) Develop partnerships to reach share objectives.
 - B. The OCIO management is also available to consult with customers in developing strategies for future information technology projects.
3. The Contract Administrators and other staff during the term of this IAA are identified in Exhibit C and may be changed without amendment to this agreement upon written notification to the other party to include replacement staff's name, address, phone, fax and email address.
4. The Customer and the OCIO agree to enter into and comply with the terms and conditions of Board of Equalization Memorandum of Understanding (MOU) #10-506 for safeguarding confidential federal tax information, which by this reference is made a part of this IAA.

BUDGET DETAIL AND PAYMENT PROVISIONS

1. GENERAL CUSTOMER OBLIGATIONS

- A. Return completed Interagency Agreement (IAA) renewal package to the Office of the State Chief Information Officer (OCIO) no later than 60 days prior to the expiration date. 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 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' web site at: 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 shall agree to 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, the Customer shall amend the Agreement, agreeing 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 and approval of appropriate invoices for services rendered in accordance with this IAA, the Customer agrees to compensate the OCIO for services billed incurred 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 is based upon the OCIO' Billing Rate Schedule. The rates are subject to change upon 30 calendar days' prior written notice from the OCIO. These rates may be viewed on the OCIO' web site at: <http://www.dts.ca.gov/customers/rates.asp?key=23>.
- 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:
warehouseceiving@state.ca.gov

CUSTOMER COMPLETION FORM

OFFICE OF THE STATE CHIEF INFORMATION OFFICER:

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

STATE OF CALIFORNIA:

CONTRACT ANALYST: Kay Weaver	BILLING CONTACT: Lina Lopez
ADDRESS: 450 N Street, MIC 24 Sacramento, CA 95814	ADDRESS: 450 N Street, MIC 23 Sacramento, CA 95814
PHONE: (916) 445-1174 FAX: (916) 322-3184 EMAIL: Kay.Weaver@boe.ca.gov	PHONE: (916) 327-9638 FAX: (916) 445-2884 EMAIL: Lina.Lopez@boe.ca.gov
CONTRACT ADMINISTRATOR: Mark Peletta	TECHNICAL CONTACT: Susan Ohnmacht
ADDRESS: 450 N Street, MIC 26 Sacramento, CA 95814	ADDRESS: 450 N Street, MIC 26 Sacramento, CA 95814
PHONE: (916) 323-1089 FAX: (916) 327-3483 EMAIL: Mark.Peletta@boe.ca.gov	PHONE: (916) 322-0654 FAX: (916) 327-3483 EMAIL: Susan.Ohnmacht@boe.ca.gov

PAYMENT TERMS (See Exhibit B, Page 2 of 2, Item 4, C)

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: 0001

Category: 30

Sub Fund:

Program:

Agency Code: 0860_

Element:

Fiscal Year: 10/11

Component:

Reference: 001

Task:

FUNDING INQUIRY

The OCIO is mandated by the Department of Finance and the 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
- 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
- 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 10-029	AMENDMENT NUMBER
-----------------------------------	------------------

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 BOARD OF EQUALIZATION	4. DIVISION, BUREAU, OR OTHER UNIT Technology Support Division	5. AGENCY BILLING CODE 024000
--	--	---

6. NAME AND TELEPHONE NUMBER OF CONTRACT ANALYST FOR QUESTIONS REGARDING THIS AGREEMENT
Kay Weaver (916) 445-1174 E-mail: Kay.Weaver@boe.ca.gov

7. HAS YOUR AGENCY CONTRACTED FOR THESE SERVICES BEFORE?
 NO YES (If YES, enter prior contractor name and Agreement Number) **09-018, BOE-DTS**

8. BRIEF DESCRIPTION OF SERVICES - LIMIT 72 CHARACTERS INCLUDING PUNCTUATION AND SPACES
Computer Processing and related 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.)
To provide computer processing for mainframe and client services housed at the Office of State Chief Information Officer and related 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	0860-001-0001	10-11		2010	\$ 11,200,000.00
					\$
					\$

OBJECT CODE **382-4280** Program Code **8500** AGREEMENT TOTAL \$ **11,200,000.00**

OPTIONAL USE AMOUNT ENCUMBERED BY THIS DOCUMENT
\$ 11,200,000.00

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
\$ 0.00

ACCOUNTING OFFICER'S SIGNATURE  DATE SIGNED TOTAL AMOUNT ENCUMBERED TO DATE
\$ 11,200,000.00

12. AGREEMENT	From	Through	TOTAL COST OF THIS TRANSACTION	BID, SOLE SOURCE, EXEMPT
Original	7/1/10	6/30/11	\$ 11,200,000.00	Exempt
Amendment No. 1			\$	
Amendment No. 2			\$	
Amendment No. 3			\$	
TOTAL			\$ 11,200,000.00	

(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)* **PCC 10340(b)(3)**
(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 Interagency Agreement

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

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

SIGNATURE/TITLE

Suzan Bills, Contract Manager

DATE SIGNED

STANDARD AGREEMENT

FOR I.T. GOODS/SERVICES ONLY

REGISTRATION NUMBER
EP 1072517
STATE AGENCY NUMBER
10-029
CONTRACTOR NUMBER

PURCHASING AUTHORITY NUMBER
9I-1010-BOE-HQ1

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

<small>STATE AGENCY'S NAME</small> BOARD OF EQUALIZATION	<small>(hereafter called Customer)</small>
<small>CONTRACTOR'S NAME</small> OFFICE OF THE STATE CHIEF INFORMATION OFFICER	<small>(hereafter called Contractor)</small>
2. The term of this Agreement is: July 1, 2010 through June 30, 2011
3. The maximum amount of this Agreement is: \$ 11,200,000.00
Eleven Million, Two Hundred Thousand Dollars and Zero Cents
4. The parties agree to comply with the terms and conditions of the following attachments which are by this reference made a part of the Agreement:

- | | |
|--|---------|
| Exhibit A – 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.

CONTRACTOR	<small>CALIFORNIA</small> Department of General Services <small>Use Only</small>
<small>CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)</small> OFFICE OF THE STATE CHIEF INFORMATION OFFICER	
<small>BY (Authorized Signature)</small> 	<small>DATE SIGNED</small>
<small>PRINTED NAME AND TITLE OF PERSON SIGNING</small> S. RUSSELL, Procurement Manager, Administration Division	
<small>ADDRESS</small> P.O. Box 1810, Rancho Cordova, CA 95741-1810	
<small>STATE OF CALIFORNIA</small>	
<small>AGENCY NAME</small> BOARD OF EQUALIZATION	
<small>BY (Authorized Signature)</small> 	<small>DATE SIGNED</small>
<small>PRINTED NAME AND TITLE OF PERSON SIGNING</small> SUZAN BILLS, Contract Manager	
<small>ADDRESS</small> 450 N Street, MIC 24; Sacramento, CA 95814	

Agreements over \$50,000 are exempt from DGS approval per Delegation DIA-003.

Agreements under \$50,000 are exempt from DGS approval per SCM 4.04.5.A.

GENERAL INFORMATION

1. This Interagency Agreement (IAA) is entered into by and between the Board of Equalization (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 represent the cost of ongoing services provided to the Customer by OCIO along with the cost of projected new services to be requested through the Service Request process. 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.
2. The OCIO agrees to:
 - A. Provide efficient and effective services to the above named Customer. In addition, the OCIO is committed to provide a high level of quality services. In order to achieve these goals and to ensure a clear understanding of the Customer's business requirements, the OCIO provides Customer Representatives to:
 - 1) Maintain a continual working relationship with the Customer.
 - 2) Coordinate joint development of work plans.
 - 3) Develop partnerships to reach share objectives.
 - B. The OCIO management is also available to consult with customers in developing strategies for future information technology projects.
3. The Contract Administrators and other staff during the term of this IAA are identified in Exhibit C and may be changed without amendment to this agreement upon written notification to the other party to include replacement staff's name, address, phone, fax and email address.
4. The Customer and the OCIO agree to enter into and comply with the terms and conditions of Board of Equalization Memorandum of Understanding (MOU) #10-506 for safeguarding confidential federal tax information, which by this reference is made a part of this IAA.

BUDGET DETAIL AND PAYMENT PROVISIONS

1. GENERAL CUSTOMER OBLIGATIONS

- A. Return completed Interagency Agreement (IAA) renewal package to the Office of the State Chief Information Officer (OCIO) no later than 60 days prior to the expiration date. 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 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' web site at: 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 cancelling 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 shall agree to 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, the Customer shall amend the Agreement, agreeing 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 and approval of appropriate Invoices for services rendered in accordance with this IAA, the Customer agrees to compensate the OCIO for services billed incurred 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 is based upon the OCIO' Billing Rate Schedule. The rates are subject to change upon 30 calendar days' prior written notice from the OCIO. These rates may be viewed on the OCIO' web site at: <http://www.dts.ca.gov/customers/rates.asp?key=23>.
- 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:
warehousereceiveing@state.ca.gov

CUSTOMER COMPLETION FORM

OFFICE OF THE STATE CHIEF INFORMATION OFFICER:

CONTRACT ADMINISTRATOR:	CUSTOMER REPRESENTATIVE:
OCIO IAA PROCESSING ANALYST- Y-18 ADMINISTRATION DIVISION	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:

CONTRACT ANALYST:	BILLING CONTACT:
Kay Weaver	Lina Lopez
ADDRESS: 450 N Street, MIC 24 Sacramento, CA 95814	ADDRESS: 450 N Street, MIC 23 Sacramento, CA 95814
PHONE: (916) 445-1174 FAX: (916) 322-3184 EMAIL: Kay.Weaver@boe.ca.gov	PHONE: (916) 327-9638 FAX: (916) 445-2884 EMAIL: Lina.Lopez@boe.ca.gov
CONTRACT ADMINISTRATOR:	TECHNICAL CONTACT:
Mark Peletta	Susan Ohnmacht
ADDRESS: 450 N Street, MIC 26 Sacramento, CA 95814	ADDRESS: 450 N Street, MIC 26 Sacramento, CA 95814
PHONE: (916) 323-1089 FAX: (916) 327-3483 EMAIL: Mark.Peletta@boe.ca.gov	PHONE: (916) 322-0654 FAX: (916) 327-3483 EMAIL: Susan.Ohnmacht@boe.ca.gov

PAYMENT TERMS (See Exhibit B, Page 2 of 2, Item 4, C)

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: 0001

Category: 30

Sub Fund:

Program:

Agency Code: 0860_

Element:

Fiscal Year: 10/11

Component:

Reference: 001

Task:

FUNDING INQUIRY

The OCIO is mandated by the Department of Finance and the 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
- 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
- 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.