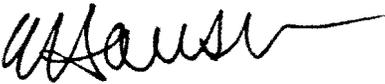


Memorandum

To : Cynthia Bridges
Executive Director

Date : April 29, 2013


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 May 2013 Board Hearing.

Amendment 2 of Interagency Agreement 2012-4026, Department of Motor Vehicles (DMV)

- Amendment 2 will extend the term for one year through June 30, 2014, and add \$6,658,150.00 to the prior amount of \$6,006,000.00 for a new total of \$12,664,150.00 to provide services in Fiscal Year 2013-14.

Because this Amendment exceeds \$1 million, Board Member approval is required. Attached is a brief description of the services to be provided under this Amendment and a copy of the signature-ready Amendment.

With your approval, the Board Proceedings Division will place this item 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 contract further, please call me or have your staff call Debra Kalfsbeek at 323-9462.

LH:kw

Attachments

cc: Debra Kalfsbeek, #31
Barry Ivy, #31

Approved


Cynthia Bridges
Executive Director

BOARD APPROVED
At the 5/22/13 Board Hearing


Joann Richmond, Chief
Board Proceedings Division

Board of Equalization
Proposed Contracts
Over \$1 Million

Contractor	Start Date	Expire Date	Estimated Total Cost	Purpose
Department of Motor Vehicles (DMV) Contract #2012-4026, Am. 2	7/1/2012	6/30/2014	\$12,664,150	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. The purpose of Amendment 2 is to extend the term to June 30, 2014, and to add \$6,658,150.00 to the prior amount of \$6,006,000.00 for a new total of \$12,664,150.00 for services for Fiscal Year 2013-14.

STATE OF CALIFORNIA
STANDARD AGREEMENT AMENDMENT

STD 213 A (Rev 06/03)

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 1 Pages

AGREEMENT NUMBER 2012-4026	AMENDMENT NUMBER 2
REGISTRATION NUMBER 1192394	

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

California Department of Motor Vehicles

2. The term of this Agreement is: July 01, 2012 through June 30, 2014

3. The maximum amount of this Agreement after this amendment is: \$ 12,664,150.00
 Twelve Million Six Hundred Sixty Four Thousand One Hundred Fifty Dollars and No 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.

The purpose of Amendment 2 is to extend the term of the contract to June 30, 2014 and to increase funding by \$6,658,150.00 for services for Fiscal Year 2013-14. The new total amount for this Agreement is \$12,664,150.00.

On Page 1, line 2, change the end date to June 30, 2014.

On Page 1, line 3, change the dollar amount to \$12,664,150.00.

Remove Exhibit B - Revised October 22, 2012 and replace with the Exhibit B - Revised April 12, 2013.

The effective date of Amendment 2 is June 1, 2013, or upon approval by DGS.

Exhibit B - Budget Detail, Revised

1 Page

All other terms and conditions shall remain the same.

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

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

California Department of Motor Vehicles

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

2415 First Avenue, MS: F112, Sacramento, CA, 95818

STATE OF CALIFORNIA

AGENCY NAME

Board of Equalization

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Linda Ferguson, Manager, Acquisitions Branch

ADDRESS

450 N Street, Sacramento, CA, 95814

*California Department of General
 Services Use Only*

Exempt per:

EXHIBIT B – REVISED APRIL 12, 2013
Page 1 of 1

BUDGET DETAIL AND PAYMENT PROVISIONS

1. **RATES:** The cost for these services shall be a flat rate of \$2.86 per transaction.

Transactions	Volumes	Administrative Service Fee	Payment to DMV
Vehicles *	2,048,077	\$2.86	\$5,857,50.22
Vessels *	51,923	\$2.86	\$ 148,499.78
Totals"	2,100,000		\$6,006,000.00

REVISED RATES AND ESTIMATES FOR FISCAL YEAR 2013-14: The cost for these services shall be a flat rate of \$2.95 per transaction.

Transactions	Volumes	Administrative Service Fee	Payment to DMV
Vehicles *	2,200,000	\$2.95	\$6,490,000.00
Vessels *	57,000	\$2.95	\$ 168,150.00
Totals"	2,257,000		\$6,658,150.00

* The volumes of vehicle and vessel transactions are estimates. The total amount of the contract **including the amended increase of \$6,658,150.00** not to exceed **\$12,664,150.00** (twelve million, six hundred sixty-four thousand, one hundred fifty 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 #2012-4026, 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
Sacramento, CA 95814

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

3. **BUDGET CONTINGENCY CLAUSE:** It is mutually agreed that if the Budget Act of the current 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 BOE shall have no liability to pay any funds whatsoever to the 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 BOE shall have the option to either: cancel this Agreement with no liability occurring to the BOE or offer an Agreement amendment to DMV to reflect the reduced amount.

STATE OF CALIFORNIA
 STANDARD AGREEMENT AMENDMENT
 STD 213 A (Rev 06/03)

DMV 12-021

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 1 Pages

AGREEMENT NUMBER 2012-4026	AMENDMENT NUMBER 1
REGISTRATION NUMBER 1192394	

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
 California Department of Motor Vehicles

2. The term of this Agreement is: July 01, 2012 through June 30, 2013

3. The maximum amount of this Agreement after this amendment is: \$ 6,006,000.00
 Six Million Six Thousand Dollars and No 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.

The purpose of this amendment is to decrease funding by \$1,491,000.00 to reduce the Administrative Fee unit cost to a rate of \$2.86 from \$3.57 per transaction, which is reimbursable to DMV for collecting use taxes.

Remove the original Exhibit B and replace with the Exhibit - revised October 22, 2012.

The effective date of this amendment is November 15, 2012, or upon approval from the Department of General Services.

All other terms and conditions shall remain the same.

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

CONTRACTOR	
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) California Department of Motor Vehicles	
BY (Authorized Signature) <i>David Kravica for</i>	DATE SIGNED (Do not type) 11/28/12
PRINTED NAME AND TITLE OF PERSON SIGNING LynneMarie Prock, Contracts Officer	
ADDRESS 2415 First Avenue, MS: F112, Sacramento, CA, 95818	
STATE OF CALIFORNIA	
AGENCY NAME Board of Equalization	
BY (Authorized Signature) <i>Joseph M. Gee</i>	DATE SIGNED (Do not type) 12/3/12
PRINTED NAME AND TITLE OF PERSON SIGNING Joseph M. Gee, Chief, Acquisitions Branch	
ADDRESS 450 N Street, Sacramento, CA, 95814	

California Department of General Services Use Only

APPROVED

DEC 10 2012

DEPT OF GENERAL SERVICES

Exempt per:
[Signature]

EXHIBIT B
Page 1 of 1

BUDGET DETAIL AND PAYMENT PROVISIONS

1. **RATES:** The cost for these services shall be a flat rate of \$2.86 per transaction.

Transactions	Volumes	Administrative Service Fee	Payment to DMV
Vehicles *	2,048,077	\$2.86	\$5,857,500.22
Vessels *	51,923	\$2.86	\$ 148,499.78
Totals"	2,100,000		\$6,006,000.00

* The volumes of vehicle and vessel transactions are estimates. The total amount of the contract is not to exceed \$6,006,000.00 (six million, four hundred six 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 2012-4026, Am1, and DMV Agreement number: 12-021 and be submitted in duplicate not more frequently than monthly in arrears to:

Board of Equalization
Accounting Section
450 N Street, MIC: 23
Sacramento, CA 95814

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

3. **BUDGET CONTINGENCY CLAUSE:** It is mutually agreed that if the Budget Act of the current 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 BOE shall have no liability to pay any funds whatsoever to the 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 BOE shall have the option to either: cancel this Agreement with no liability occurring to the BOE or offer an Agreement amendment to DMV to reflect the reduced amount.

4. **Payment:**
- Costs for this Agreement shall be computed in accordance with State Administrative Manual Sections 8752 and 8752.1.
 - Nothing herein contained shall preclude advance payments pursuant to Article 1, Chapter 3, Part 1, Division 3, Title 2 of the Government Code of the State of California.

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (Rev 06/03)

AGREEMENT NUMBER	2012-4026 / DMV 12-021
REGISTRATION NUMBER	1102394

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
 California Department of Motor Vehicles

2. The term of this Agreement is: July 01, 2012 through June 30, 2013

3. The maximum amount \$ 7,497,000.00 of this Agreement is: Seven Million Four Hundred Ninety Seven Thousand Dollars and No 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 Terms and Conditions | GIA 610 (eff. date: 6/9/10) |
| Exhibit D - Special Terms and Conditions | 1 Page |

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.) California Department of Motor Vehicles		
BY (Authorized Signature) <i>Lynne Marie Lema</i>	DATE SIGNED (Do not type) 4/2/12	<div style="border: 1px solid black; padding: 5px; text-align: center;"> APPROVED <div style="border: 1px solid black; padding: 5px; margin: 5px 0;"> JUN 8 2012 </div> DEPT OF GENERAL SERVICES </div>
PRINTED NAME AND TITLE OF PERSON SIGNING Lynne Marie Lema, Contract Officer		
ADDRESS 2415 First Avenue, MS: F112, Sacramento, CA, 95818		
STATE OF CALIFORNIA		
AGENCY NAME Board of Equalization		<input type="checkbox"/> Exempt per: <i>[Signature]</i>
BY (Authorized Signature) <i>Joseph M. Gee</i>	DATE SIGNED (Do not type) 4/20/12	
PRINTED NAME AND TITLE OF PERSON SIGNING Joseph M. Gee, Chief, Acquisitions Branch		
ADDRESS 450 N Street, 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 sales 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 the State Department of Finance (DOF), BOE 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, BOE, 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 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.

- i) Each business day, the DMV will prepare a Use Tax Collection spreadsheet and a Transaction Request Spreadsheet (CA 504) for the collection of taxes and fees listed above for the prior business day.
- ii) The Use Tax Collection Spreadsheet will identify:
 - a) the DMV transmittal number
 - b) the type of tax or fee collected, for example, use tax collections for vehicle and vessel registrations
 - c) the date of the tax or fee collection
 - d) the fund title and fund number
 - e) the county or city of the collection
 - f) the amount collected for each county and city
 - g) the total amount collected for the date of the report
- iii) DMV will transmit the *DMV Use Tax Collections Spreadsheet* by fax daily on business days to BOE Accounting Section and by interoffice mail to the Local Revenue Allocation Unit.
- iv) DMV will transmit the completed Transaction Request Spreadsheet daily on business days to the State Controller's Office (SCO) which will use this spreadsheet to remit the funds to the appropriate ledgers. This includes but is 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.

EXHIBIT A
Page 2 of 2

SCOPE OF WORK (continued)

- v) Transactions for vehicles and vessels involving the taxes and fees described in Section A that occur on DMV's non-business days will be reported on their next business day.
- vi) DMV will notify BOE of any dates when there are no taxes or fees described in Section A collected.

The SCO will record the financial transactions on its website "SCO VIEW" upon receipt of the DMV Transaction Request Spreadsheet and funds.

- 2. BOE Accounting staff will monitor the SCO VIEW and confirm the accuracy of the daily transactions compared with the documentation received from DMV.
- 3. 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
E-mail: Robert.Shaw@boe.ca.gov

Department of Motor Vehicles

Name: Al Tolentino
Phone: (916) 657-2690
Fax: (916) 657-8643
E-mail: al.tolentino@dmv.ca.gov

Direct all 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
E-mail: acquisitionscoor@boe.ca.gov

Department of Motor Vehicles

Attention: Loretta Vasquez
Address: 2415 First Ave., MS - E112
Sacramento, CA 95818
Phone: (916) 657-8697
Fax: (916) 657-5936
E-mail: lvasquez@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 (10) day prior written notice, by fax, mail or e-mail, which will contain the new Project Representative's name, mailing address, e-mail address, phone and fax numbers.

EXHIBIT B
Page 1 of 1

BUDGET DETAIL AND PAYMENT PROVISIONS

1. **RATES:** The cost for these services shall be a flat rate of \$3.57 per transaction.

Transactions	Volumes	Administrative Service Fee	Payment to DMV
Vehicles *	2,048,077	\$3.57	\$7,311,634.89
Vessels *	51,923	\$3.57	\$ 186,365.11
Totals**	2,100,000		\$7,497,000.00

* The volumes of vehicle and vessel transactions are estimates. The total amount of the contract is not to exceed \$7,497,000.00 (seven million, four hundred ninety-seven 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 2012-4026, and DMV Agreement number 12-021 and be submitted in duplicate not more frequently than monthly in arrears to:

Board of Equalization
Accounting Section
460 N Street, MIC: 23
Sacramento, CA 95814

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

3. **BUDGET CONTINGENCY CLAUSE:** It is mutually agreed that if the Budget Act of the current 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 BOE shall have no liability to pay any funds whatsoever to the 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 BOE shall have the option to either: cancel this Agreement with no liability occurring to the BOE or offer an Agreement amendment to DMV to reflect the reduced amount.

4. **Payment:**
- a. Costs for this Agreement shall be computed in accordance with State Administrative Manual Sections 8752 and 8752.1.
 - b. Nothing herein contained shall preclude advance payments pursuant to Article 1, Chapter 3, Part 1, Division 3, Title 2 of the Government Code of the State of California.

EXHIBIT D
Page 1 of 1

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.
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.

AGREEMENT SUMMARY

STD 215 (Rev 04/2002)

AGREEMENT NUMBER

2012-4026

AMENDMENT NUMBER

2

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED1. CONTRACTOR'S NAME
California Department of Motor Vehicles2. FEDERAL I.D. NUMBER
88-88888883. AGENCY TRANSMITTING AGREEMENT
Board of Equalization4. DIVISION, BUREAU, OR OTHER UNIT
Consumer Use Tax Section5. AGENCY BILLING CODE
0244746. NAME AND TELEPHONE NUMBER OF CONTRACT ANALYST FOR QUESTIONS REGARDING THIS AGREEMENT
Kathryn Weaver, 916-322-2107, AcquisitionsCoor@boe.ca.gov

7. HAS YOUR AGENCY CONTRACTED FOR THESE SERVICES BEFORE?

 NO YES (If YES, enter prior contractor name and Agreement Number) California Department of Motor Vehicles, 2011-4002

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

Collection of vehicle/vessel sales & use tax - DMV

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 of Equalization 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) upon approved invoice

11. PROJECTED EXPENDITURES	FUND TITLE	ITEM	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
General Fund		0860-001-0001	2012/13	21	2012	\$ 6,006,000.00
General Fund		0860-001-0001	2013/14		2013	\$ 6,658,150.00
						\$
OBJECT CODE	3845				AGREEMENT TOTAL	\$ 12,664,150.00

OPTIONAL USE

AMOUNT ENCUMBERED BY THIS DOCUMENT
\$ 6,658,150.00

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
\$ 6,006,000.00

ACCOUNTING OFFICER'S SIGNATURE

DATE SIGNED

TOTAL AMOUNT ENCUMBERED TO DATE
\$ 12,664,150.00

12 AGREEMENT	TERM		TOTAL COST OF THIS TRANSACTION	BID, SOLE SOURCE, EXEMPT
	From	Through		
Original	7/1/2012	6/30/2013	\$ 7,497,000.00	Exempt
Amendment No. 1	7/1/2012	6/30/2013	\$ -1,491,000.00	Exempt
Amendment No. 2	7/1/2012	6/30/2014	\$ 6,658,150.00	Exempt
Amendment No. 3			\$	
		TOTAL	\$ 12,664,150.00	

(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)* PCC 10340(b)(3)

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?

IAA

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:
N/A

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:
IAA

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

□

DATE SIGNED