State of California State and Consumer Services Agency

Memorandum

To: **Department of Technology Services Customers** **Date:** June 13, 2006

From: **Department of Technology Services**

Subject: **2006/2007 CAL STARS Interagency Agreement**

The Department of Technology Services (DTS) 2006/2007 CAL STARS Interagency Agreement (IAA) package is enclosed for your review and signature.

Annual IAAs are normally established on a fiscal year basis (July 1 – June 30), however, they may cover any time period and may be completed for multiple years. All fiscal year IAAs must be renewed prior to the beginning of each fiscal year and multi-year IAAs are renewed prior to the end of their term. Please note that the expiration date on all approved IAAs may be extended by submitting a Standard Agreement Amendment (STD 213A).

Services will be billed in accordance with the DTS billing rates, as posted on the DTS web site at: http://www.dts.ca.gov/customers/rates.asp. Customers are required to submit payments timely in order to avoid interruption of services.

The Department of General Services (DGS) has authorized the DTS with an IAA Purchasing Authority Delegation, DIA-003, giving the DTS authorization to fully execute routine information technology (IT) agreements and related amendments for computer processing and IT related services for which the DTS is required to provide to "customer" agencies. 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.

The DTS will make every effort to assist Departments in executing IAAs in a timely manner. Please note at the close of each fiscal year, the status of every agreement will be reviewed by the DTS. Services rendered and invoiced without payment, regardless of the status of the IAA, are subject to collection through the State Victims Compensation, Government Claims Board.

The DTS is referencing a new Service Level Agreement (SLA) through the FY 2006/2007 IAA. The new SLA incorporates Information Technology Infrastructure Library (ITIL) concepts. This SLA provides a foundation for standard service provisions to be implemented for FY 07/08. The DTS will be developing a SLA workgroup made of customer departments and DTS staff to further refine the SLA. If your department is interested in participating in the workgroup, please contact Peggy Peterson at (916) 464-4009, or Kay Overman at (916) 739-7546.

Please complete four (4) IAAs packages with original signatures and return to the Contract Analyst, below, no later than June 30, 2006:

Department of Technology Services
Procurement Services Branch
P.O. Box 1810
Rancho Cordova, CA 95741-1810
Attention: Jeanette Criswell (MS C3)

Once the IAA package is fully executed, three (3) original copies will be returned to the attention of the designated Contract Administrator (Exhibit H, Page 1 of 1).

If you have any questions, please contact Jeanette Criswell, Contract Analyst, at (916) 464-4177, or by email at jeanette.criswell@dts.ca.gov.

Glen S. Matsuoka, Deputy Director
Administration Division

Enclosures

CAL STARS INTERAGENCY AGREEMENT (IAA) INSTRUCTIONS

These instructions apply to all IAAs submitted by customers for the services beginning on or after July 1, 2006.

The entire IAA package is available to download from the DTS 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 the identifying numbers.
- 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.scprs.dgs.ca.gov/, and to document the generated number. Questions regarding SCPRS should be directed to: scprsadministrators@dgs.ca.gov.
- The term date is normally established by fiscal year (July 1 – June 30), however, a multi-year IAA may be established.
- The encumbrance amount of the IAA may be estimated based upon the DTS' current rate schedule, which can be viewed at: http://www.dts.ca.gov/Customers/rates.asp.
- Exemption language for all agreements is addressed on the bottom right corner. The DTS 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 the DGS' approval.

EXHIBIT A - STATEMENT OF WORK

EXHIBIT B - BUDGET DETAIL AND PAYMENT PROVISIONS

EXHIBIT C - GENERAL PROVISIONS FOR INFORMATION TECHNOLOGY INTERAGENCY AGREEMENTS

EXHIBIT D - SPECIAL TERMS AND CONDITIONS

EXHIBIT E - ALTERATIONS TO IAA (IF APPLICABLE, USE THIS FORM)

- If this Exhibit is to be included in the IAA, check the appropriate box on the STD 213.
- Proposed alterations to the IAA are subject to negotiation and approval by both parties.
- Include form Exhibit E only if alterations are proposed.

EXHIBIT F - CERTIFICATION OF COMPLIANCE WITH POLICIES (IF APPLICABLE, USE THIS FORM)

- IAAs (excluding Universities) exceeding $100,000.00 require a signed Certification of Compliance with Policies.

EXHIBIT G - SECURITY COMPLIANCE STATEMENT

- The customer Information Security Officer or designee is required to complete and sign the Security Compliance Statement.

EXHIBIT H – CUSTOMER COMPLETION FORM

- Contact information must be provided to the DTS for recordkeeping purposes.
- The completion of Payment Terms, Item C, must be specifically designated by checking the appropriate box, or the payment schedule will automatically default to the Direct Transfer option.
- The completion of Funding Inquiry is mandated by the Department of Finance.
- The completion of Operational Recovery Inquiry is critical information to the DTS for planning and meeting customer demand/requirements for these essential services.

EXHIBIT I - SERVICE STANDARDS AND SERVICE LEVEL AGREEMENT

- The DTS has established a Service Level (SLA) outlining the levels of service that will be delivered under this IAA. These SLAs are hereby incorporated by reference, as if fully set forth herein. The SLA may be periodically modified or amended by the DTS. Customers will be notified of any such changes. Modifications and/or amendments will be posted on the DTS' web page with a revision date at: http://www.dts.ca.gov/Customers/pdf/sla.pdf.

STANDARD 215 - AGREEMENT SUMMARY

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

ALTERATIONS TO IAA – STD 213 TERMS AND CONDITIONS*

***Please note: These proposed changes must be accepted by both parties, in writing, before they become a part of this IAA.**

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

STANDARD AGREEMENT

FOR I.T. GOODS/SERVICES ONLY

REGISTRATION NUMBER
STATE AGENCY NUMBER
CONTRACTOR NUMBER

PURCHASING AUTHORITY NUMBER

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

STATE AGENCY'S NAME

(hereafter called State)

CONTRACTOR'S NAME

DEPARTMENT OF TECHNOLOGY SERVICES (hereafter called Contractor)

2. The term of this Agreement is: through

3. The maximum amount of this Agreement is: $

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 – Statement of Work	1 page
Exhibit B – Budget Detail and Payment Provisions	2 pages
Exhibit C – General Provisions for Information Technology Interagency Agreements	1 page
Exhibit D – Special Terms and Conditions	3 pages
Exhibit E – Alterations to Terms and Conditions (if applicable) ☐ Check box if attached	
Exhibit F – Certification of Compliance With Policies	1 page
Exhibit G – Security Compliance Statement	1 page
Exhibit H – Customer Completion Form	1 page
Exhibit I* – Service Standards and Service Level Agreement	

This document can be viewed at: http://www.dts.ca.gov/Customers/pdf/sla.pdf

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 TECHNOLOGY SERVICES**		**Agreements over $50,000 are exempt from DGS approval per Delegation DIA-003.**
BY *(Authorized Signature)*	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING **GLEN S. MATSUOKA, Deputy Director, Administration Division**		
ADDRESS **P.O. Box 1810, Rancho Cordova, CA 95741-1810**		**Agreements under $50,000 are exempt from DGS approval per SCM 4.04.5.A.**
STATE OF CALIFORNIA		
AGENCY NAME		
BY (Authorized Signature)	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		

STATEMENT OF WORK

1. This CAL STARS Interagency Agreement (IAA) is entered into by and between _____ _____ (hereinafter referred to as the "State of California" or "Customer") and the Contractor (hereinafter referred to as "Department of Technology Services" or "DTS") for the purpose of obtaining information technology services, materials or equipment. This IAA specifies by whom the work shall be performed and the time for performance, including the date of completion, if applicable. If not set forth in the IAA with sufficient specificity, this IAA shall be augmented through the DTS 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) 8752-8752.1 and Section 3.03 of the State Contracting Manual.

2. The DTS agrees to:

A. Perform data processing services associated with CAL STARS processing requirements. In addition, the DTS agrees to provide efficient and effective services in accordance with the Governor's Reorganization Plan 2, effective July 9, 2005, to the above-named Customer. In addition, the DTS is committed to providing 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 DTS 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 shared objectives.

B. The DTS management is also available to consult with customers in developing strategies for future information technology projects.

3. The Customer agrees to assess and evaluate any significant projected changes in their service requirements and notify the DTS of the change.

4. The contract managers during the term of this IAA are listed within Exhibit H.

BUDGET DETAIL AND PAYMENT PROVISIONS

1. GENERAL CUSTOMER OBLIGATIONS

A. Return a completed Fiscal Year IAA renewal package to the Department of Technology Services (DTS) no later than June 30, 2006. For IAAs expiring on a date different than Fiscal Year end, the renewal must be received no later than 30 calendar days prior to the expiration date of the IAA. In the event a Customer does not return a completed IAA renewal package during the required time frame, the DTS will escalate the matter with Customer departments. Any costs incurred by the DTS on behalf of the Customer after the expiration date will be billed to the Customer with full payment due within 30 calendar days.

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 DTS via a Service Request form (DTS 098) which is available on DTS' web site at: http://www.dts.ca.gov/custguide/DTS_Customer_Guide.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. Customers are required to submit payments for services billed at the specified rates. Payments must be received within 90 calendar days of receipt of invoice. After 90 calendar days, the DTS will escalate payment issues with Customer departments. Use of services and goods provided by the DTS to the Customer constitutes an obligation, which must be paid.

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 DTS 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 expiration date of this Agreement. 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 DTS 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. For services rendered in accordance with this IAA upon receipt of appropriate invoices, the Customer agrees to compensate the DTS for actual expenditures incurred in accordance with the rates specified herein.

B. Invoices shall include the DTS IAA Number and shall be submitted in duplicate not more frequently than monthly in arrears to the accounting contact identified in Exhibit H.

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 DTS or to furnish any other considerations under this IAA, and the DTS 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 offer an amendment to reflect the reduced amount.

4. PAYMENT TERMS

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

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

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

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

C. The Customer agrees to a Direct Transfer or Monthly payment schedule. In the event a payment type is not designated by checking an appropriate box, the payment type will automatically default to Direct Transfer. *(See Exhibit H for department information.)*

5. CUSTOMER RESPONSIBILITY

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

Department of Technology Services
P.O. Box 1810
Rancho Cordova, CA 95741-1810
Attn: Bureau of Finance/Administrative Services Unit

GENERAL PROVISIONS FOR INFORMATION TECHNOLOGY INTERAGENCY AGREEMENTS

1. **Approval:** This Agreement is not valid until signed by both parties and approved by the Department of General Services, if required.

2. **Audit:** The department performing work under this Agreement agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative, shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement if it exceeds $10,000.00. The department performing work agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of record retention is stipulated.

3. **Payment:** Costs for this Agreement shall be computed in accordance with State Administrative Manual Sections 8752 and 8752.1.

4. **Amendment:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No verbal understanding or agreement not incorporated in the Agreement is binding on any of the parties.

5. **Subcontracting:** All subcontracting must comply with the requirements of the State Contracting Manual Section 3.06.

6. **Advance Payment:** The parties to this interagency agreement may agree to the advancing of funds as provided in Government Code sections 11257 through 11263.

7. **Disputes:** The department performing work under this Agreement shall continue with the responsibilities under this Agreement during any dispute.

8. **Timeliness:** Time is of the essence in this Agreement.

SPECIAL TERMS AND CONDITIONS

1. AUTHORITY TO ENTER INTO CAL STARS INTERAGENCY AGREEMENT

The Customer (or Cal Stars, depending upon which reference is ultimately chosen) hereby warrants and represents that it has the budget and project approvals necessary for the DTS services covered under this IAA. The Customer further warrants and represents that sufficient monies have been approved by the state or federal governmental agencies, and are available to the Customer to fund the expenditures for the DTS' services covered under this IAA. The Customer acknowledges that it is acting in an independent capacity in signing this IAA, and not as agents or employees of the DTS.

2. CONFIDENTIALITY

Based on the specific requirements and intent of Government Code sections 11792-11794, et. seq., and sections 4840, et. seq., of the State Administrative Manual, the DTS hereby agrees to provide required security to ensure the confidentiality, integrity, availability (within the resources that the DTS manages), physical security, and safekeeping of all data, information, files and documents while in its possession. All sensitive data, documentation or other information, which are designated confidential by the Customer and is made available to the DTS in order to carry out this IAA, will be protected by the DTS from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as used by the Customer. The identification of all such confidential data and information, as well as the Customer's procedural requirements for protection of such data and information from unauthorized use and disclosure, will be provided in writing to the DTS by the Customer. The Customer will have the opportunity to review security procedures that are relevant to its data. Upon written request from the Customer, the DTS will provide instructions and limited assistance to implement the necessary level of data security without charge. If the Customer does not provide the DTS with any unique or special procedural requirements for the protection of its data, the Customer will be deemed to have accepted the security procedures used by the DTS. Instructions and/or assistance in excess of four (4) hours in any one month will be charged at the consultant rate itemized in the rate schedule for the DTS services.

3. EXAMINATION AND AUDIT

In accordance with Government Code section 8546.7, the DTS and the Customer jointly agree that the BSA will have the right to review, obtain and copy all records pertaining to performance of this IAA. The DTS and Customer agree to provide, or otherwise make available to the BSA, any relevant information requested and shall permit the BSA access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts and other material that may be relevant to this IAA. The DTS and the Customer further agree to maintain such records for a period of three (3) years after final settlement under this IAA.

4. COPYRIGHT INFRINGEMENT

Pursuant to Executive Order S-16-04 and section 4841.7 of the State Administrative Manual, the Customer acknowledges that the use of licensed products in violation of a valid licensing Agreement could subject the DTS to third party lawsuits. Therefore, the Customer agrees that it will not duplicate, copy or otherwise reproduce any proprietary software products supplied pursuant to this IAA without the express written consent of the owner of the software. The Customer further agrees that it will use any such software products in strict compliance with the terms of any license provided by the owner of the software. The Customer further agrees that its use of any such licensed software products will not violate any applicable copyright, trademark, trade name, patent or similar legal right.

In the event the DTS is sued by a third party as a result of the Customer's misuse of any proprietary materials or products supplied under this IAA, the Customer agrees to indemnify, defend and hold harmless the DTS from any and all claims and losses regarding Customer's violation of software licenses, copyrights, trademarks, trade names or any proprietary data, information or materials designated as confidential and supplied under this IAA. If litigation arises as a result of the Customer's breach of these obligations, Customer will pay all litigation expenses, including reasonable attorney and expert witness fees (as permitted by law), incurred by the DTS in defense or settlement of the legal action or proceeding.

5. UNSUPPORTED SOFTWARE

The DTS is not responsible for license, service, and/or support issues related to software in Customer systems, unless the DTS is the licensee of the software products. The Customer agrees to maintain appropriate licenses and service and support arrangements for the systems or applications owned or maintained by the Customer's department; all enterprise-wide systems, which include hardware, operating systems; application software (if applicable); security systems; and software licenses for all systems and services. The DTS is neither responsible nor liable for damages resulting from the Customer's decision to use unlicensed or unsupported software

6. LIMITATION OF LIABILITY

The DTS shall not be liable for any activity involving the Customer's installation of the product, Customer's use of the product, or the results obtained from such use. The DTS shall not be liable for any unauthorized access to Customer data or any unauthorized disclosure of Customer data resulting from the Customer's use of any product. The limitation of liability provided for by this section shall not apply to any unauthorized access to Customer data or any unauthorized disclosure of Customer data that is caused by the negligent or intentional misconduct of the DTS, its officers, employees or agents.

In no event shall the DTS be liable to the Customer for consequential damages, even if notification has been given as to the possibility of such damages.

7. DIGITAL CERTIFICATE SERVICES INDEMNITY

To the extent that this IAA involves digital certificate services, the Customer shall be solely liable for any loss, damage or claim of loss or damage resulting from the acquisition, installation, provision or use of any digital certificate services provided by the DTS. The Customer acknowledges that the DTS has made no representations or warranties of any type regarding the use of digital certificates or the possible level of information security provided by such certificates. The Customer shall indemnify, defend and hold the DTS harmless from any and all claims for invasion of privacy, improper release, dissemination, or distribution of confidential, restricted, defamatory, or proprietary information or data, or any other similar claim for injury or loss, arising from the Customer's use of any digital certificate services provided by the DTS under this IAA. The limitation of liability provided for by this section shall not apply to any unauthorized access to the Customer data or any unauthorized disclosure of the Customer data that is caused by the negligent or intentional misconduct of the DTS, its officers, employees or agents.

8. VIRTUAL PRIVATE NETWORK SERVICES INDEMNITY

To the extent that this IAA involves Virtual Private Network (VPN) services, the Customer shall be solely liable for any loss, damage, or claim of loss or damage resulting from the acquisition, installation, provision or use of any VPN services received under this IAA. The Customer acknowledges that the DTS has made no representations or warranties of any type regarding the use of VPN or the possible level of information security provided by such VPN. The Customer shall indemnify, defend and hold the DTS harmless from any and all claims for invasion of privacy, improper release, dissemination, or distribution of confidential, restricted, defamatory, or proprietary information or data, or any other similar claim for injury or loss, arising from the Customer's use of any VPN services provided under this IAA. The limitation of liability provided for by this section shall not apply to any unauthorized access to the Customer data or any unauthorized disclosure of the Customer data that is caused by the negligent or intentional misconduct of the DTS, its officers, employees or agents.

9. FUNDING INQUIRY

The DTS is required to maintain funding information for federal audit purposes. (*See Exhibit H for department information.)*

10. OPERATIONAL RECOVERY INQUIRY

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

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 DTS. 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 DTS will not be responsible for the proper operation of the Customer's systems in the event of a disaster. (*See Exhibit H for department information.)*

11. RETENTION AND PURGING OF ELECTRONIC DATA FOR PURPOSES OF DISCOVERY

The Customer shall contact the DTS, in writing, with instructions regarding the retention and purging of electronic data. As the repository of the Customer's electronic data, the DTS has no control over the retention and purging of said data, beyond that which the Customer specifically directs.

Should the Customer become involved in litigation, or the Customer informs the DTS that litigation is reasonably foreseeable and that all electronic data from that point forward must be retained (and/or any previous electronic data restored), it is the Customer's sole responsibility to give written instructions to the DTS including, but not limited to, a clear and concise description of the data to be stored; the manner in which the electronic data is to be stored; the period for which the electronic data is to be stored; and whether or not back up tapes are to be made. Further, it is the Customer's sole responsibility to contact the DTS, in writing, and advise when said documentation is to be destroyed. Upon completion of said purging, the DTS shall send a letter to the Customer confirming destruction of the described data.

Should the Customer's electronic data be subject to a Public Records Act (PRA) request to produce electronic data or to produce documents in an electronic format, it is (as set forth in Government Code section 6250 et. seq.,) the Customer's sole responsibility to communicate with the requestor, and to produce said documents at its own costs and expense. It is in the Customer's discretion to determine if the DTS' services are desired or necessary to extract information responsive to the PRA request that may be stored electronically and, therefore, to retain the DTS for such services in a separate IAA.

CERTIFICATION REQUIREMENTS

4832 Illustration 1

CERTIFICATION OF COMPLIANCE WITH POLICIES

Pursuant to SAM Section 4819.41 and 4832

I hereby certify that I am the agency director or designee; that the matters described herein are in compliance with the criteria and procedures for information technology prescribed in State Administrative Manual (SAM); any acquisitions of new or enhanced information technology capabilities are consistent with project justification approved by Department of Finance, myself or my designee; and that the foregoing statements are true to the best of my knowledge and belief.

_____ Date

_____ Signature and Title
(Specify director or designee)

JUSTIFICATION AND APPROVAL REFERENCE INFORMATION

____ **Finance-Approved FSR** _____ Finance Project # _____ Approval Date

____ **Agency-Approved FSR** _____ Agency Project # _____ Approval Date

____ **Workgroup Computing Justification Form (WCJP)** _____ WCJF # _____ Approval Date

_____
Project Title

_X_ **DTS IAA** - This is an IAA to procure services; it involves multiple projects; the funding level is appropriate, and the nature and scope of services to be supplied by the department are consistent with the various approved FSRs and PIERs of this agency; and the required project reporting associated with each active project is current.

SECURITY COMPLIANCE STATEMENT

The customer Information Security Officer or designee is required to complete and sign the Security Compliance Statement.

The DTS provides for the integrity and security of customer information assets, and complies with the policies as set forth in the State Administrative Manual sections 4840-4845. Entities requesting to connect their networks or their network devices to the DTS network or resources accessible on the DTS' network, must comply with the following basic information security requirements. These requirements will be included in any Agreement or contract with an entity that includes the provision of connectivity to the DTS, or a resource accessible on the DTS' network.

A. Firewalls - This requirement provides a reliable mechanism to help protect the DTS and its customers' information and information processing resources from unauthorized access to, and denial/disruption of services or systems.

- **Definition -** A firewall is a computer or system of computers designed to restrict network traffic in order to prevent unauthorized access to or from a private network. Firewalls can be implemented in both hardware and software, but are strongest when implemented as a hardware/software combination.
- **Requirements -** Any network used by a customer to connect to the DTS information resources will be protected by at least one firewall system properly situated to examine traffic between the network and each external network entry point. The customer shall ensure that firewalls include, at a minimum, provisions for packet filtering, application gateway security mechanisms, and circuit-level gateways.

B. Physical Security - This requirement ensures that the hardware that permits network access to the DTS is adequately protected to prevent harm to the physical components that enable connectivity between the customer's network and the DTS.

- **Definition -** Physical security involves measures taken to prevent physical access, which may allow loss of or damage to, the system or the information stored on it.
- **Requirements -** Physical access to network components, servers, and data storage components used in conjunction with access to the DTS information resources, should be limited to the appropriate designated staff responsible for implementing and maintaining the components.

C. Access Control - This requirement ensures that policies, procedures and technology mechanisms are in place for the DTS' customers only to limit access to the DTS' network and the information resources in the DTS' custody to those authorized individuals or entities.

- **Definition** - Access control includes processes and systems to determine which system resources, application functions and information must be restricted to certain customers, business partners, and contractors and to allow access by those customers while preventing access by others.
- **Requirements -** Access to information designated as private or confidential must be limited to those individuals or entities specifically authorized to access that information. Access to system functions and processes under the DTS Data Center's custody that can affect the availability, functionality or security of departmental information or information resources, should be restricted to those individuals who require that access in order to perform duties essential to the operation and maintenance or use of that system.

The DTS is requiring Security Compliance for audit purposes.

☐ Customer is in full compliance with the aforementioned security requirements.

☐ Customer is not in full compliance, however, will contact the DTS' Information Security Officer at (916) 464-3672, to develop a plan of action for compliance with the security requirements.

☐ Not Applicable – Customer does not have a network connection to the DTS.

_____ _____

Information Security Officer Signature **Date**

CUSTOMER COMPLETION FORM

DEPARTMENT OF TECHNOLOGY SERVICES: (See Exhibit A, Page 1, Item 3)

CONTRACT ADMINISTRATOR:	CUSTOMER REPRESENTATIVE:
JEANETTE CRISWELL, CONTRACT ANALYST PROCUREMENT SERVICES BRANCH	CUSTOMER RELATIONS BRANCH
P.O. BOX 1810 RANCHO CORDOVA, CA 95741-1810	P.O. BOX 1810 RANCHO CORDOVA, CA 95741-1810
PHONE: (916) 464-4177 FAX: (916) 733-7557 EMAIL: jeanette.criswell@dts.ca.gov	PHONE: (916) 464-3967 FAX: (916) 464-4287

STATE OF CALIFORNIA:

CONTRACT ADMINISTRATOR:	ACCOUNTING CONTACT:
ADDRESS:	ADDRESS:
PHONE: FAX: EMAIL:	PHONE: FAX: EMAIL:
TECHNICAL CONTACT:	ADDITIONAL CONTACT:
ADDRESS:	ADDRESS:
PHONE: FAX: EMAIL:	PHONE: FAX: EMAIL:

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

The Customer agrees to one of the following payment schedules. In the event a payment type is not designated by checking an appropriate box, the payment type will automatically default to Number 1 (Direct Transfer), below.

1) _____ Direct Transfer,or
2) _____ The Customer agrees to pay monthly upon receipt with the DTS rendering invoices monthly in arrears to the Customer on a month-to-month basis up to the total amount of this IAA.

FUNDING INQUIRY (See Exhibit D, Page 2 of 3, Item 9)

The DTS is required to maintain funding information for federal audit purposes.

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 DTS is federal money? $_____
D. From which fund will the money for this IAA be encumbered?
General _____ or Special Fund Name/Fund Code _____

OPERATIONAL RECOVERY INQUIRY (See Exhibit D, Page 2 of 3, Item 10)

The DTS offers Operational Recovery Hot Site Services. Quotations for this service will be provided by the DTS' 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 DTS. 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 DTS will not be responsible for the proper operation of the Customer's systems in the event of a disaster.

SERVICE STANDARDS AND SERVICE LEVEL AGREEMENTS

This document can be viewed on the DTS' web page at: http://www.dts.ca.gov/Customers/pdf/sla.pdf

AGREEMENT SUMMARY
STD 215 (Rev 4/2002)

☐ **CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED**

AGREEMENT NUMBER	AMENDMENT NUMBER

1. CONTRACTOR'S NAME	2. FEDERAL I.D. NUMBER
DEPARTMENT OF TECHNOLOGY SERVICES	68-0279994

3. AGENCY TRANSMITTING AGREEMENT	4. DIVISION, BUREAU, OR OTHER UNIT	5. AGENCY BILLING CODE

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

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

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

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.)*

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
					$
					$
					$

OBJECT CODE	**AGREEMENT TOTAL $**
OPTIONAL USE	AMOUNT ENCUMBERED BY THIS DOCUMENT **$**
I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.	PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT **$**
ACCOUNTING OFFICER'S SIGNATURE ✍ / DATE SIGNED	TOTAL AMOUNT ENCUMBERED TO DATE **$**

12.

AGREEMENT	TERM From	TERM Through	TOTAL COST OF THIS TRANSACTION	BID, SOLE SOURCE, EXEMPT
Original			$	
Amendment No. 1			$	
Amendment No. 2			$	
Amendment No. 3			$	
		TOTAL	$	

(*Continue)*

STATE OF CALIFORNIA

AGREEMENT SUMMARY

STD. 215 (Rev 04/2002)

13. BIDDING METHOD USED:

☐ REQUEST FOR PROPOSAL (RFP) *(Attach justification if secondary method is used)*

☐ INVITATION FOR BID (IFB)

☐ USE OF MASTER SERVICE AGREEMENT

☐ SOLE SOURCE CONTRACT *(Attach STD. 821)*

☐ EXEMPT FROM BIDDING *(Give authority for exempt status)*

☐ OTHER *(Explain)*

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

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

N/A

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

N/A

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

IAA WITH GOVERNMENT AGENCY

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

☐ Contracting out is based on cost savings per Government Code 19130(a). The State Personnel Board has been so notified.

☐ Contracting out is justified based on Government Code 19130(b). Justification for the Agreement is described below.

Justification:

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

☐ NO ☐ YES ☐ N/A

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

☐ NO ☐ YES ☐ N/A

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

☐ NO ☐ YES ☐ NONE ON FILE ☐ N/A

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

A. CONTRACTOR CERTIFICATION CLAUSES ☐ NO ☐ YES ☐ N/A

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

22. REQUIRED RESOLUTIONS ARE ATTACHED

☐ NO ☐ YES ☐ N/A

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

☐ NO *(Explain below)*

☐ YES *(If YES complete the following)*

DISABLED VETERAN BUSINESS ENTERPRISES: _____ % OF AGREEMENT

☐ Good faith effort documentation attached if 3% goal is not reached.

☐ We have determined that the contractor has made a sincere good faith effort to meet the goal.

Explain:

EXEMPT

24. IS THIS A SMALL BUSINESS CERTIFIED BY OSBCR?

☐ NO ☐ YES *(Indicate Industry Group)* _____

SMALL BUSINESS REFERENCE NUMBER

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

☐ NO ☐ YES

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