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STATEOFCALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

20-0000280

PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

California Statewide Automated Welfare System (CalSAWS) Consortium

CONTRACTOR NAME

California Department of Technology

2. The term of this Agreement is:

START DATE

July 1, 2021

THROUGH END DATE

June 30, 2024

3. The maximum amount of this Agreement is:

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	1
Exhibit B	Budget Detail and Payment Provisions	1
Exhibit C *	General Terms and Conditions	1
+ -	Exhibit D Customer Completion Form	1
+ -	Exhibit E Public Liability and Workers Compensation Self-Insurance Memorandum	

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 <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

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

California Department of Technology

CONTRACTOR BUSINESS ADDRESS

P.O. Box 1810

CITY

Rancho Cordova

STATE

CA

ZIP

95741

PRINTED NAME OF PERSON SIGNING

Marisa Duarte-Lott

TITLE

Personal Services Unit Supervisor

CONTRACTOR AUTHORIZED SIGNATURE

Marisa Duarte-Lott

DATE SIGNED

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STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

20-0000280

PURCHASING AUTHORITY NUMBER (If Applicable)

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

CalSAWS

CONTRACTING AGENCY ADDRESS

11290 Pyrites Way, Suite 150

CITY

Rancho Cordova

STATE

CA

ZIP

95670

PRINTED NAME OF PERSON SIGNING

John Boule

TITLE

CalSAWS Executive Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

California Department of Technology
Administration Division
P.O. Box 1810
Rancho Cordova, CA 95741-1810



Date: July 1, 2020

SUBJECT: 2020/2021 DATA CENTER SERVICES AGREEMENT PACKAGE FOR PUBLIC ENTITY CUSTOMERS

The California Department of Technology (CDT) Data Center Services Agreement Package for Public Entity Agreement (PEA) is available for your completion and signature. Data Center Services PEA's are generally established on a fiscal year basis (July 1 – June 30) for an annual or preferably multi-year term. CDT encourages multiple year agreements to reduce Agreement processing efforts required of both parties.

A PEA must be fully executed by the CDT before a public entity will have authority to submit Service Requests for specific Data Center services. Contact the appropriate CDT Office of Customer Engagement (OCE) Customer Representative or the Acquisitions and IT Program Management Branch to initiate a request for a Data Center Services PEA. Complete and submit one (1) PEA package with signatures and attach to the Service Request, no later than 60 calendar days prior to the agreement start date. For instructions and to access to the Service Request system go to "Request Services" on the CDT Web page at: <https://cdt.ca.gov/services/#service-catalog-tabs|3>

The CDT is granted authority to execute agreements for services with governmental entities/auxiliaries and is exempt from competitive bidding per Department of General Services (DGS) State Contracting Manual (SCM), Volume 1, Chapter 3.06. Further, per SCM Volume 1 Chapter 3.06 and SCM Volume 3, Chapter 8.3.3, agreements with a county, city, district, or other local public body must be accompanied by a resolution, order, motion, or ordinance for the purchase. Please ensure a copy of such documentation is submitted with the completed PEA package. Lack of such documentation will result in a delay of execution.

Questions regarding the PEA template or process may be submitted to the CDT Acquisition and IT Program Management Office by email at darren.wilder@state.ca.gov. Questions regarding Data Center services, costs, rates, etc., should be directed to the assigned OCE Customer Representative.

D. KANELOS, Deputy Branch Chief
Acquisition and IT Program Management Branch

Enclosures

AGREEMENT INSTRUCTIONS

These instructions apply to Public Entity Agreements (PEAs) for services beginning on or after July 1, 2020.

The entire PEA package is available to download from the California Department of Technology web page at:
<https://cdt.ca.gov/services/service-agreements/>

STANDARD 213 - STANDARD AGREEMENT

- The Standard 213 is the cover page for the PEA package to which the exhibits are attached.
- Sections titled “PUBLIC ENTITY NUMBER” and “CONTRACTOR NUMBER,” are provided for identifying purposes that pertain to the PEA.
- The term date is normally established by fiscal year (July 1 – June 30); however, multi-year Agreements are encouraged and service dates may vary as necessary.
- The encumbrance amount of your PEA will be estimated based upon the California Department of Technology’s current rate schedule, which can be viewed at: <https://cdt.ca.gov/services/rates/>

EXHIBIT A – GENERAL INFORMATION

EXHIBIT B - BUDGET DETAIL AND PAYMENT PROVISIONS

- The California Department of Technology will render invoices monthly in arrears and the Customer agrees to pay monthly upon receipt of invoice.

EXHIBIT C – GENERAL TERMS AND CONDITIONS

- Department of Technology Service Catalog General Terms and Conditions.
- State of California General Provisions – Information Technology, GSPD401IT, effective 09/05/2014.

EXHIBIT D – CUSTOMER COMPLETION FORM

- Contact information must be provided to the California Department of Technology for record keeping purposes.
- The completion of Operational Recovery Inquiry is critical information to the California Department of Technology for planning and meeting customer demand/requirements for these essential services.

EXHIBIT E – PUBLIC LIABILITY AND WORKERS COMPENSATION SELF INSURANCE MEMORANDUM

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (Rev. 10/2018)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER CDT 7502
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1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

CONTRACTOR NAME

California Department of Technology

2. The term of this Agreement is:

START DATE

THROUGH END DATE

3. The maximum amount of this Agreement is:

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

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	1
Exhibit B	Budget Detail and Payment Provisions	1
Exhibit C*	General Terms and Conditions	1
Exhibit D	Customer Completion Form	1
Exhibit E	Special Terms and Conditions to Safeguard Federal Tax Information	8
Exhibit F	Security and Data Protection	1
Exhibit G	Public Liability and Workers Compensation Self-Insurance Memorandum	1

Items shown with an asterisk (), are here by incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.dgs.ca.gov/ols/resources/standardcontractlanguage.aspx*

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

STATE OF CALIFORNIA

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

California Department of Technology

CONTRACTOR BUSINESS ADDRESS P.O. Box 1810	CITY Rancho Cordova	STATE CA	ZIP 95741
PRINTED NAME OF PERSON SIGNING Marisa Duarte-Lott	TITLE Personal Services Unit Supervisor		
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED		

PUBLIC ENTITY

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
PRINTED NAME OF PERSON SIGNING	TITLE		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (if Applicable)		

GENERAL INFORMATION

1. This Agreement is entered into by and between CALSAWS (hereinafter referred to as the “Customer”) and the State of California (hereinafter referred to as the “California Department of Technology” or the “Department, or Contractor”) for the Customer to obtain information technology services, materials, or equipment. This Agreement shall represent the cost of ongoing services provided to the Customer by the Department along with the cost of projected new services to be requested through the Service Request (SR) process. This Agreement shall be augmented through the Department’s SR process with any resulting mutually agreed upon contractual terms becoming a part of this Agreement, as if fully set forth herein. This Agreement also provides for payment for these services pursuant to State Administration Manual (SAM) section 8752-8752.1 and section 3.03 of the State Contracting Manual.
2. NOTE: Depending on the CDT service area this agreement may require additional details added to this section to outline specific customer and CDT responsibilities, Service Management, Information Security, Change Management, etc...
3. NOTE: CTD is aware some local government contracts require municipal general provisions which may result in the creation of additional “Exhibit ?”.
4. A full catalog of services, including service availability plans, are provided by the CDT can be found here: [Service Catalog](#).

BUDGET DETAIL AND PAYMENT PROVISIONS

1. GENERAL CUSTOMER OBLIGATIONS

- A. Return completed Agreement Package to the California Department of Technology (Department) no later than 60 calendar days prior to the Agreement start date. In the event a Customer does not return a completed Agreement Package during the required timeframe, the Department will escalate the matter with the Customer. Any costs incurred by the Department on behalf of the Customer after the expiration date will be billed to the Customer with full payment due within 30 calendar days.
- B. The Customer 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. The Customer must submit a *Request for Service* to notify CDT of the intent to terminate services. 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 Office of Customer Engagement Customer Representative.
- C. Customers are required to submit payments for services billed at the specified rates. Payment must be received within 90 calendar days of receipt of invoice. After 90 calendar days, the Department will escalate payment issues with the Customer. Use of services and goods provided by the Department 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 agrees that either party may amend this Agreement, in writing, to provide payment to the Department 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 Department for services received by the Customer, either party may amend the Agreement, in writing, with the Customer agreeing to pay the outstanding amount in full, no later than 60 calendar days from discovery of the outstanding payment due.

2. INVOICING

- A. The Customer agrees to compensate the Department for services billed in accordance with the rates specified herein. Customer can access invoices from CalTABS.
- B. Invoices shall include the Department's specified contract number (as requested by the Department). Invoices are published monthly in arrears via the CalTABS system.
- C. To learn more about CalTABS, please visit: www.dts.ca.gov/CalTABS. To obtain a user ID, please contact ciobilling@state.ca.gov.
- D. In the event of an invoice dispute, Customer shall, within thirty (30) calendar days of its receipt of the invoice, notify the CDT of any amounts disputed. The Contract Administrators for the Parties shall attempt in good faith to resolve the disputed charges.

3. PAYMENT TERMS

- A. Costs for this Agreement shall be computed in accordance with SAM sections 8752 and 8752.1.
- B. The cost of subscribing to the Department of Technology's IT services is based upon the published Billing Rate Schedule, which is subject to change upon 30 calendar days' prior written notice. The rates billed under this contract, however, may not increase more than 5% per fiscal year (July 1 – June 30) during the term of this contract. These rates may be viewed on the Department's web site at: <https://cdt.ca.gov/services/rates/>
- C. Customer agrees to pay Department monthly upon receipt of invoice. Department will issue monthly invoice in arrears to the Customer.

4. CUSTOMER RESPONSIBILITY

It will be the responsibility of the Customer to notify the Department 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:

California Department of Technology
Warehouse Receiving at: warehousereceiving@state.ca.gov

GENERAL TERMS AND CONDITIONS

The Terms and Conditions listed below are hereby incorporated by reference and made a part of this agreement as if attached herein.

Department of Technology's Service Catalog General Terms and Conditions. These documents may be viewed at:
<https://cdt.ca.gov/services/wp-content/uploads/sites/2/sites/2/2017/03/General-Terms-Conditions.pdf>

General Provisions – Information Technology, GSPD401Non-IT, revised and effective 06/08/2010. The document can be viewed at: <https://www.documents.dgs.ca.gov/pd/modellang/GPnonIT060810.pdf>

CUSTOMER COMPLETION FORM

CALIFORNIA DEPARTMENT OF TECHNOLOGY:

CONTRACT ADMINISTRATOR:	CUSTOMER REPRESENTATIVE:
PEA PROCESSING ANALYST IT PROCUREMENT & CONTRACT SERVICES BRANCH	CUSTOMER RELATIONS BRANCH
P.O. BOX 1810, MS Y-18 RANCHO CORDOVA, CA 95741-1810	P.O. BOX 1810 RANCHO CORDOVA, CA 95741-1810
PHONE: (916) 431-5049 FAX (916) 463-9914 EMAIL: darren.wilder@state.ca.gov	PHONE: (916) 431-5454 FAX (916) 454-7273

CUSTOMER:

CONTRACT ANALYST:	BILLING CONTACT:
DIANA LAM	DIANA LAM
ADDRESS: 11290 Pyrites Way, Suite 150, Rancho Cordova, CA 95670	ADDRESS: 11290 PYRITES WAY, SUITE 150, RANCHO CORDOVA, CA 95670
PHONE: 562-651-2764 FAX EMAIL: LAMD@CALSAWS.ORG	PHONE: 562-651-2764 FAX : EMAIL : LAMD@CALSAWS.ORG
CONTRACT ADMINISTRATOR	TECHNICAL CONTACT:
GIRISH UPPAL	LAURA CHAVEZ
ADDRESS: 11290 PYRITES WAY, SUITE 150, RANCHO CORDOVA, CA 95670	ADDRESS: 11290 PYRITES WAY, SUITE 150, RANCHO CORDOVA, CA 95670
PHONE: 916-851-3267 FAX : EMAIL: UPPALG@CALSAWS.ORG	PHONE: 562-484-7812 FAX : EMAIL : CHAVEZL@CALSAWS.ORG

PAYMENT TERMS

The Customer agrees to pay California Department of Technology (Department) monthly in arrears upon receipt from Department.

OPERATIONAL RECOVERY INQUIRY

The Department offers Operational Recovery Hot Site Services. Quotations for this service will be provided by the Department'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 Agreement for these services? Yes No
- C. If no, when will the Agreement 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 Department. 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 Department will not be responsible for the proper operation of the Customer's systems in the event of a disaster.

PUBLIC LIABILITY AND WORKERS COMPENSATION SELF-INSURANCE MEMORANDUM



Governor Edmund G. Brown Jr.

July 01, 2018

**STATE OF CALIFORNIA
PUBLIC LIABILITY AND WORKERS' COMPENSATION INSURANCE
FISCAL YEAR JULY 1, 2018 / JUNE 30, 2019**

To Whom It May Concern:

In accordance with Government Code section 11007.4, the State of California has elected to be self-insured for liability exposures. Under this form of insurance, the State and its employees acting in the course and scope of their employment are insured for tort liability arising out of official State business. All claims against the State of California based on tort liability should be presented as a government claim to the Government Claims Program, P.O. Box 989052 MS 414, West Sacramento, CA 95798-9052. (Gov. Code section 900, et. seq.) Internet link: <http://www.dgs.ca.gov/orim/Programs/GovernmentClaims.aspx>.

The State of California has also elected to be insured for its motor vehicle liability exposures through the State Motor Vehicle Liability Self-Insurance Program (VELSIP). This program provides liability coverage arising out of the operations of motor vehicles used by state employees for official state business (California Vehicle Code Sections 17000 and 17001). Motor vehicle liability claims against the State of California should be presented to the Office of Risk and Insurance Management, P.O. Box 989052 MS-403, West Sacramento, CA 95798-9052, (800) 900-3634, claims@dgs.ca.gov. If your motor vehicle liability claim is not resolved within six months from the date of loss, California law requires you to file a formal claim with the Government Claims Program, P.O. Box 989052 MS 414, West Sacramento, CA 95798-9052. (Gov. Code section 900, et. seq.) Internet link: <http://www.dgs.ca.gov/orim/Programs/GovernmentClaims.aspx>.

The State of California has a Master Agreement with the State Compensation Insurance Fund regarding workers' compensation benefits for all state employees, as required by the Labor Code.

Sincerely,

A handwritten signature in blue ink, appearing to read "Christopher Carroll", is written over a light blue circular stamp.

Christopher Carroll
Associate Risk Analyst
Insurance Services Unit
Phone: (916) 376-5279
Fax: (916) 376-5275
christopher.carroll@dgs.ca.gov