

**RD
CCST
Contract # 08-313**

FUNDING FISCAL YEAR	FY 08/09	FY 09/10	
TERM	02/23/09-11/23/10	02/23/09-11/23/10	
PCA	72360	72360	
LINE ITEM/OBJECT	418.20	418.20	TOTAL
DESCRIPTION			
Contract \$	22,066.00	2,452.00	24,518.00

Total, Contract	22,066.00	2,452.00	24,518.00
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Payments to Contractor:

Inv. #	Inv. Date	Ser Per	C/S
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8

Total, Payments			
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Balance Available to Pay Contractor	22,066.00	2,452.00	24,518.00
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Balance Must Be Spent By:	06/30/11	06/30/12	06/30/13
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Notes:

Contract Manager: Shaohua Hu

53

STANDARD AGREEMENT

FOR I.T. GOODS/SERVICES ONLY

	PURCHASING AUTHORITY NUMBER	REGISTRATION NUMBER
		08-313

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

STATE AGENCY'S NAME

Air Resources Board (ARB)

(hereafter called State)

CONTRACTOR'S NAME

California Council on Science and Technology (CCST)

(hereafter called Contractor)

2. The term of this Agreement is **June 30, 2009** Through **December 31, 2010**

3. The maximum amount of this Agreement is: **\$24, 518.00**
TWENTY FOUR THOUSAND, FIVE HUNDRED AND EIGHTEEN DOLLARS

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

- | | |
|---|----------|
| Exhibit A – Statement of Work | 3 pages |
| Exhibit B – Budget | 2 pages |
| Exhibit C* – General Provisions - GSPD-401T (06/21/06) | 10 pages |
| Exhibit D* – Personal Services Special Provisions (2/08/07) | 5 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.pd.dgs.ca.gov/modellang/ITModules.htm*

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 Council on Science and Technology (CCST)	
BY (Authorized Signature) 	DATE SIGNED 6/5/09
PRINTED NAME AND TITLE OF PERSON SIGNING Susan Hackwood, Executive Director	
ADDRESS 1130 K Street, Suite 280, Sacramento, CA 95814-3965	
STATE OF CALIFORNIA	
AGENCY NAME Air Resources Board (ARB)	
BY (Authorized Signature) 	DATE SIGNED 7/28/09
PRINTED NAME AND TITLE OF PERSON SIGNING Sharon Simmons, Manager, Contract Services Section	
ADDRESS 1001 I Street, 20th Floor, Sacramento, CA 95814	
<input checked="" type="checkbox"/> Exempt per SCM, Vol 3, Section 4.13	

EXHIBIT A

STATEMENT OF WORK

1. The California Council on Science and Technology (CCST) is to develop an online relational database to facilitate implementation of The Global Warming Solutions Act of 2006 (AB 32). The database will comprise a catalogue of climate change research at the University of California, private universities, national laboratories, and state agencies. The project will also be designed to facilitate assessment of research on climate change impacts affecting biodiversity. CCST would design and construct the database using SQL, a standard interactive and programming language for querying and modifying data and managing databases, and a secure website interface on a proprietary domain to be determined. CCST would also populate the database with data provided by the ARB Research Division, and conduct some follow up research as necessary to address gaps in the database provided. The project would be completed by June 30, 2009 and has an estimated budget of \$24,000.
2. The project would proceed as follows:
 - 1) Review Excel database provided by ARB Research Division, and use as starting point to establish criteria for SQL database with ARB; identify related existing database materials that could be incorporated or linked from the database.
 - 2) Begin contacting programs not already listed in database.
 - 3) Ensure consistency and completeness of records.
 - 4) Identify and crosslink programs with data relevant to assessment of impact on biodiversity.
 - 5) Prepare preliminary database design & website interface (including acquisition of domain); populate database with sample group of individuals.
 - 6) Preliminary review of system by ARB Research Division.
 - 7) Revisions as necessary to system & begin populating database.
 - 8) Final review of database system.

CCST would work with, as needed, regional organizations such as BIOCUM and Bay Bio to assist in identifying any projects not included in the database and assignment of appropriate keywords where applicable.

The programming would be primarily completed by M. Daniel DeCillis, a consultant currently working as Director of Web Operations for CCST. DeCillis is an experienced web designer whose work includes the CCST website and the Workforce Investment Board "Racing for the Future" online toolkit (<http://wibtoolkit.net>). Additional support, including meeting logistics, contacting and following up with people for inclusion in the directory, will be provided by CCST office staff.

Database parameters

1. The database will contain current information on climate change research projects underway at various University of California campuses, state agencies, and private research universities to the extent possible (e.g. Caltech, Stanford and USC). A key function for the database will be the ability to sort and cross-link personal and programmatic expertise in order to enable ARB personnel to contact appropriate individuals for information and feedback. Consequently, those surveyed for inclusion in the database have been asked to provide a list of examples where research projects would have practical application. This will facilitate the selection of keywords. The database will enable users to search for programs by the following categories:

- Affiliation
- Division
- Funding source
- Funding type
- Project description
- Funding amounts
- Starting/ending dates
- RD&D categories
- Degree to which programs evaluate impact on biodiversity
- Keywords
- Other categories as deemed applicable by ARB and CCST

ARB has provided an initial database with at least partial information on over 320 programs from ARB, CEC, CPUC, LBNL, LLNL, Federal Energy Tax Provisions, NASA, NSF, Stanford, UCB, UCD, UCI, UCOP, UCR, UCSD, UCSB, USAID, US Climate Change Science Program, and the US Climate Change Technology Program. CCST will ensure quality control and uniformity of the database entries, with follow-up contact as needed via email and telephone with these and additional entities as needed. CCST will also incorporate entries from state agencies that will be submitting as part of the recently-founded (June 2008) Climate Action Team Research Subgroup. ARB will provide logistical support as needed to facilitate contact with state agencies not already included in the database.

A secondary focus for the database will be projects specific to impacts on biodiversity. CCST will accordingly work with the California Environmental Resources Evaluation System and the California Resources Agency, among other organizations, to connect climate change research, where applicable, with potential impacts upon biodiversity in the state.

The final product will be hosted on a server account maintained by CCST. Once the database has been approved by final review and made accessible to ARB personnel and others as deemed appropriate by ARB, responsibility for maintaining and updating

information in the database will rest with ARB unless otherwise specified in a separate contract for maintenance with CCST. Regardless of which entity retains responsibility for maintaining the website, CCST will retain the copyright for the design of the database and website interface.

3. The Contract Manager during the term of this agreement will be:

State Agency: Air Resources Board		Contractor: CCST	
Name:	Susan Fischer	Name:	M. Daniel DeCillis
Phone:	(916) 324-0627	Address:	1130 K Street, Suite 280, Sacramento, CA 95814-3965
Address:	1001 "I" Street, 5 th Floor Sacramento, CA 95814		
Fax:	(916) 322-4357	Fax:	n/a
Email:	sfischer@arb.ca.gov	Email:	n/a

Direct all administrative inquiries to:

State Agency: Air Resources Board		Contractor: CCST	
Section/Unit:	Research Division	Address:	1130 K Street, Suite 280, Sacramento, CA 95814-3965
Attention:	Sally Jorgensen		
Address:	1001 "I" Street, 5 th Floor Sacramento, CA 95814	Phone:	(951) 682-8701
Phone:	(916) 327-1500	Fax:	n/a
Fax:	(916) 322-4357	Email:	hackwood@ccst.us or donna@ccst.us
Email:	sjorgensen@arb.ca.gov		

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified below:

- a) The projected budget for the project is \$24,518.00, of which \$20,400 is budgeted for the website, database and survey design (DeCillis), \$4,118 for minimal support from the Executive Director and Administrative Assistant, \$300 for misc. supplies and phone calls incurred by CCST. This is based on a six month project timeline.

	<u>BUDGET</u>
Project Management	
CCST Staff Salaries	\$3,120
Benefits based on 32%	\$998
Researcher	
M. Daniel DeCillis (\$40 per hour/80 hours per month)	\$20,400
Supplies and Office Expenses	tbd
	<hr/>
Total Budget	\$24,518

- b) Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than quarterly in arrears to:

Emma Plasencia
Air Resources Board
Research Division
P.O. Box 2815
Sacramento, CA 95812

2. 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 Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- b) If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

**STATE MODEL
INFORMATION TECHNOLOGY
PERSONAL SERVICES SPECIAL PROVISIONS**

ARB/CCST
Agreement Number 08-313
Exhibit D

**TO BE USED WITH THE GENERAL PROVISIONS --IT. DEVELOP AND
INCLUDE A STATEMENT OF WORK.**

1. Contract Type

- a. Unless otherwise specified, the Statement of Work shall define and authorize work on a Fixed Price basis, with a guarantee of task completion.
- b. To the extent that additional work not foreseen at the time this Contract is executed must be accomplished, Work Authorizations, as described in the Statement of Work, will be the means for defining and authorizing such work on a Labor Hour basis.

2. Personnel

- a. Contractor personnel shall perform their duties on the premises of the State, during the State's regular work days and normal work hours, except as may be specifically agreed to otherwise by the State.
- b. The State reserves the right to disapprove the continuing assignment of Contractor personnel provided to the State under this Contract. If the State exercises this right, and the Contractor cannot immediately replace the disapproved personnel, the parties agree to proceed with any equitable adjustment in schedule or other terms that may be affected thereby.
- c. The Contractor will make every effort consistent with sound business practices to honor the specific requests of the State with regard to assignment of its employees; however the Contractor reserves the sole right to determine the assignment of its employees. If a Contractor employee is unable to perform due to illness, resignation, or other factors beyond the Contractor's control, the Contractor will make every reasonable effort to provide suitable substitute personnel.
- d. In recognition of the fact that Contractor personnel providing services under this Contract may perform similar services from time to time for others, this Contract shall not prevent Contractor from performing such similar services or restrict Contractor from using the personnel provided to the State under this Contract, providing that such use does not conflict with the performance of services under this Contract.

3. Responsibilities of the State

- a. The State shall provide normal office working facilities and equipment reasonably necessary for Contractor performance under this Contract. Any special requirements (e.g., reprographic services, computer time, key data entry, etc.) shall be identified in the Statement of Work.
- b. The State is responsible for providing required information, data, documentation, and test data to facilitate the Contractor's performance of the work, and will provide such additional assistance and services as is specifically set forth in the Statement of Work.

STATE MODEL
INFORMATION TECHNOLOGY
PERSONAL SERVICES SPECIAL PROVISIONS

ARB/CCST
Agreement Number 08-313
Exhibit D

- 2) The State will notify the Contractor in writing of its election within seven (7) calendar days after receipt of the Contractor's notification. If notice of the election is given to proceed, the Contractor may expend the estimated additional work hours or services. The State agrees to reimburse the Contractor for such additional work hours.

5. Invoicing and Payment for Services

- a. During the execution of each Milestone (as set forth in the Statement of Work) which involves the delivery to the State of identified Deliverables, the Contractor may submit periodically to the State invoices reflecting a pro-rata cost of the Milestones, determined on the basis of the lesser of either:
 - 1) The number of Deliverables provided to the State divided by the total number of Deliverables required to be delivered to the State, less a ten percent (10%) withhold, less any amounts previously invoiced; or
 - 2) The number of work-hours expended by the Contractor in the performance of the task divided by the number of work hours scheduled for the task, less a ten percent (10%) withhold, less any amounts previously invoiced; provided that the Statement of Work may specify a withhold of more than ten percent (10%).
- b. For those Milestones which do not involve delivery to the State of identified Deliverables, but which are of a continuing nature, the Contractor may submit invoices reflecting a pro-rata cost of the Milestone, less a ten percent (10%) withhold, less any amount previously invoiced. Actual progress payment amounts for such Milestones must be based on at least equivalent services rendered, and to the extent practicable, will be keyed to clearly identifiable stages of progress as reflected in written reports submitted with the invoices.
- c. Upon completion of a Milestone in accordance with the acceptance criteria set forth herein, the full charge for such Milestone, less amounts previously invoiced to the State, may be submitted for payment. Nothing herein will be construed to waive or contradict any requirement of California Public Contract Code section 12112 or any similar or successor provision.
- d. In the event that work not specified in the Statement of Work is performed with the State's written consent, invoices for services as reflected on Work Authorizations will be submitted to the State for payment. In no event shall the total amount paid for such work exceed ten percent (10%) of the value of personal services anticipated by this Contract.
- e. Invoices prepared in accordance with this provision will not be submitted more frequently than monthly to the State.
- f. In the aggregate, invoices reflecting progress payments will not exceed ninety percent (90%) of the ceiling amount of the Contract, with the balance to be invoiced upon completion of the Contract, in accordance with the acceptance criteria set forth herein.
- g. In the event of a conflict between the terms of this Section 5 and those of the Section of this Contract entitled "Acceptance of Software," the latter will govern.

6. Contractor Evaluation

In accordance with the California Government Code, Contractor performance evaluation will be completed within the guidelines of the State Contracting Manual Volume 1, Section 3.02.5. The State contracting agency, upon Contract completion, will complete and forward the Contractor evaluation to the Department of General Services.

**STATE MODEL
INFORMATION TECHNOLOGY
PERSONAL SERVICES SPECIAL PROVISIONS**

ARB/CCST
Agreement Number 08-313
Exhibit D

EXHIBIT A
WORK AUTHORIZATION
SAMPLE

TITLE: 70/752 Output Formatter

Task Summary:

Develop program to format and print simulated 70/752 displays using a sequential data set as input.

Schedule Dates:

Start Date: April 2, 2007
Completion Date: April 30, 2007

<u>Estimated Labor-Hours</u>	<u>Labor-Hour Rate</u>	<u>Estimated Total Cost</u>
100	\$90.00	\$9,000.00

Contractor Personnel
to Be Assigned

Jane Doe

Job Classification/Skill Level

Staff Programmer Analyst

Completion Criteria:

Acceptance of program by the State.

This task will be performed in accordance with this Work Authorization and the provisions of Contract No. _____.

Approval

Contract Project Manager

State Project Manager