

**From:** [Day, <Kevin@DGS>](mailto:Kevin@DGS)  
**To:** ["Frost, Laura@DGS" <Laura.Frost@dgs.ca.gov>](mailto:Laura.Frost@dgs.ca.gov)  
**Date:** 10/7/2015 3:30:58 PM  
**Subject:** ICC 2013 Code Agreements  
**Attachments:** [Attachment I.pdf](#)  
[ICC 2016 CODE 2, 2.5, 9 & 10 SoW - DRAFT.docx](#)

Hi Laura,

Apologies for the delay in response. Attached to this email is a draft Statement of Work for the first of four publication agreements we will be sending to you (the PDF is a scan of Attachment I, which we cannot duplicate in Word). Would it be possible for you to review this draft agreement to make sure it meets OBAS criteria and provide appropriate feedback? That way we can update the draft agreement accordingly, as well as the other three agreements, and formally submit them with the Contract Request Form, G.C. 19130 justification, and Mission Critical statement.

Once again, we appreciate your guidance with this.

Sincerely,

**Kevin Day**

Staff Services Manager I (Specialist)  
California Building Standards Commission

**Phone** 916.263.0355

**Fax** 916.263.0959



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From: Frost, Laura@DGS  
Sent: Friday, July 10, 2015 11:02 AM  
To: Benny, Katrina@DGS  
Cc: Day, Kevin@DGS; de la Motte, Leann@DGS  
Subject: RE: ICC 2013 Code Agreements

Hi Katrina,

This could be done with just the CRF form through the CMS inbox so ABMS won't be necessary. We'd accept it through the module, but we'd end up having to cancel the requisition since no funds are involved.

I would appreciate if Leann could help me take the provisions the contractor wants us to agree to (from either the new or previous agreements) and insert them into a State contract template. It would be mostly copy/pasting and formatting, but we'll also need to make sure the description of the work they're agreeing to do is thorough enough to protect the State, so having someone who knows the program would be appreciated. Once we have it, we can use it for future years, so this would be a one time OBAS/BSC endeavor. Here are the links to the forms on our website. Additionally, I've started the SOW with just some thoughts off the top of my head. As you can see, we would need input as to what the contractor does.

(From our website: <http://inside.dgs.ca.gov/ad/obas/ContractsManage/ServicesUnit1250kandoverServicesUnit2S.aspx> )

#### **CRF**

<http://documents.dgs.ca.gov/AD/obas/cms/Web%20Documents/Services%20Contracts/CRFB21414ver2beta.pdf>

#### **GC19130**

<http://documents.dgs.ca.gov/AD/obas/cms/Web%20Documents/Services%20Contracts/FormOBAS19130.pdf>

#### **Mission Critical**

<http://documents.dgs.ca.gov/AD/obas/cms/Web%20Documents/Services%20Contracts/MISSIONCRITICALCERTIFICATIONFORMRevised12013FormB.doc>

Scope of work template:

## **EXHIBIT A**

### **SCOPE OF WORK**

Business justification for procurement, cite law where applicable. The State of California (State), Department of General Services (DGS), Building Standards Commission (BSC) conducts quarterly Commission Meetings in accordance with CA Building Standards Law, Health & Safety Code Division13 Part 2.5, Section 18901 et seq . and is required to issue building codes in accordance with.....

#### **1. PROJECT SUMMARY**

A. The *insert Contractor's Name (Contractor)*, will maintain the subscription service by soliciting for new subscribers and fulfilling orders for .....

B. The Contractor will charge subscribers no more than the rates agreed to in Exhibit B, Attachment 1.

C. The rates specified in Exhibit B, Attachment 1 will stay in effect for the entire contract term.

**2. TERM**

A. The Term of the contract will be four years?

**3. PROJECT REPRESENTATIVES**

1. The Project Representatives during the term of this agreement will be:

BSC Contract Administrator
TBE (To Be Entered)

Contractor's Contract Administrator
To Be Determined (TBD)

B. Any changes in Contractor's project representatives must be reported to the BSCContract Administrator immediately, in writing.

**4. PERFORMANCE DETAILS**

A. Work shall be performed by service technicians regularly employed by the Contractor and trained to work on equipment identified herein.

B. The Contractor will not subcontract the printing or management services. Should any other work need to be subcontracted, the Contractor will identify the name, business address and portion of work to be completed of each subcontractor providing services for this contract.

C. All performance under the agreement shall be completed on or before the termination date of the agreement.

**5. SERVICE DETAILS**

A. The Code Books will be delivered to subscribers within 30 working days of receipt of the update by the Contractor from BSC.

- B. Code Books will be delivered to subscribers by reliable shipping methods. Any books not received by subscribers will be replaced by the Contractor at no cost to the subscriber.*
- C. The Contractor will not be regularly scheduled to work on state holidays or on mandated state furlough days. The State holiday schedule may be subject to change; however, the current state holidays are New Year's Day, Martin Luther King, Jr. Day, President's Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day.*
- D. The State does not guarantee the amount of work or services that may be requested from the Contractor.*

## **6. WORK DETAILS**

- A. Prior to commencement of work, the Contractor will coordinate the performance of work with the BSC Contract Administrator listed above.*
  - B. The Contractor to supply miscellaneous materials (i.e., grease, lubrications, gloves, etc.) incidental to service, including safety materials needed or required to perform service at no additional charge to the State.*
  - C. The Contractor will ...*
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1. The Contractor will use only the order form (Exhibit A, Attachment III, Order Form) provided within this agreement.
  1. All order forms and payments will be mailed directly to the Contractor by the ordering Firm. Contractor is responsible for collecting payment from ordering Firms for stamps provided.
  1. If the Contractor finds that the address on the order form does not match the address for the Firm listed within the search engine, Contractor shall fax a copy of the order to the State's Contract Administrator. The Contractor will fulfill the order as requested and ship stamp(s) to the address provided by the ordering Firm.
  1. The Contractor shall have adequate office and personnel resources for responding to the state's needs, including telephone coverage, Monday through Friday, (excluding state holidays) during the hours of 8:00 AM through 5:00 PM. Failure to do so may result in termination of this agreement for cause.
  
  1. The Contractor will send the State a monthly report, which will itemize all stamps processed from the previous month. The report will include small business name, certification number, certification end date, date order received and date order mailed. If no stamps are processed, the Contractor will send a report indicating no stamps were issued. Reports are due by the 15<sup>th</sup> of the month and must be mailed to:

Contractor will ensure books contain no significant errors and will review BSC submission for obvious typographical errors. Any books printed and delivered to subscribers with significant errors not contained within BSC's submission will be replaced within 6 weeks of the reporting of the error at no cost to the subscriber.

Thanks,  
Laura

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From: Benny, Katrina@DGS  
Sent: Friday, July 10, 2015 10:28 AM  
To: Frost, Laura@DGS  
Cc: Day, Kevin@DGS; de la Motte, Leann@DGS  
Subject: RE: ICC 2013 Code Agreements  
Hi Laura,

We will need Leann to input this information into ABMS for us, but you will be working with Kevin Day and me for the “guts” of the contracts.

Do we need to submit the other previous years contracts to you for review? Or should we wait until the publishing companies get us the new versions?

FYI – we still need to get a couple of tax id numbers for the NCB's to be completed.

## Katrina Benny

Manager, CBSC  
Phone 916-263-1350

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From: Frost, Laura@DGS  
Sent: Friday, July 10, 2015 10:19 AM  
To: Benny, Katrina@DGS  
Cc: Day, Kevin@DGS  
Subject: RE: ICC 2013 Code Agreements

Hi Katrina,

I checked with OLS and they do require a complete contract (213 and exhibits) for this zero dollar procurement. Program will need to submit a CRF and scope to OBAS once the NCB is approved. We could start working on this now in confidence the NCB will be approved. Should I be working with Leann on that?

Thanks,  
Laura

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From: Benny, Katrina@DGS  
Sent: Wednesday, July 01, 2015 4:22 PM  
To: Frost, Laura@DGS  
Cc: Day, Kevin@DGS  
Subject: FW: ICC 2013 Code Agreements

Laura,  
Per our conversation, here are two of the four agreements.  
Please review and let me know how to proceed.

Thanks,  
Katrina

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Hi Katrina,  
I picked these up and walked them over to the person in PD that reviews and approves. Once they approve, we would be able to start working on issuing the contracts.  
Let me know if you have additional questions or want to talk about the process.

Thanks,  
Laura Frost  
OBAS/Service Contracts  
Ph: (916) 375-4989

## Katrina Benny

Manager, CBSC  
Phone 916-263-1350

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From: Biedermann, Cynthia@DGS  
Sent: Tuesday, June 30, 2015 4:34 PM  
To: Benny, Katrina@DGS  
Cc: Day, Kevin@DGS  
Subject: ICC 2013 Code Agreements

These are the final drafts that the two ICC executed agreements were based on. Note that they include mark-ups throughout, and that all of the exhibits require updating on our end.

CYNTHIA BIEDERMANN | ASSOCIATE GOVERNMENTAL PROGRAM ANALYST | CALIFORNIA BUILDING  
STANDARDS COMMISSION | 916.263.1330

