APPENDIX A

STATE CONTRACT

APPENDIX A – STATE CONTRACT

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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:
http://www.documents.dgs.ca.gov/pd/modellang/GPIT0407.pdf
http://www.documents.dgs.ca.gov/pd/modellang/softwarespecial012103.pdf
http://www.documents.dgs.ca.gov/pd/modellang/PersonalServiceSpecial020807.pdf and
http://www.documents.dgs.ca.gov/pd/modellang/maintenancespecial12103.pdf

Addendum 5
January 28, 2010

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

STANDARD AGREEMENT

FOR I.T. GOODS/SERVICES ONLY

		REGISTRATION NUMBER
	PURCHASING AUTHORITY NUMBER	AGREEMENT NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below
   STATE AGENCY'S NAME
   Department of Transportation (hereafter called State)
   CONTRACTOR'S NAME
   (hereafter called Contractor)
2. The term of this Agreement is:
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:

   Attachment 1 – Statement of Work
   Attachment 2 – Budget Detail and Payment Provisions
   Attachment 3 – Information Technology General Provisions
   Attachment 4 – Information Technology Software Special Provisions
   Attachment 5 – Information Technology Personal Services Special Provisions
   Attachment 6 – Information Technology Maintenance Special Provisions
   Attachment 7 – Response Forms
   Attachment 8 – Cost Forms

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.)*		
BY *(Authorized Signature)*	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
STATE OF CALIFORNIA		
AGENCY NAME Department of General Services, Procurement Division		
BY (Authorized Signature)	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		☐ Exempt per

Addendum 5
January 28, 2010

ATTACHMENT 1

STATEMENT OF WORK

STATEMENT OF WORK

1. General

A. The purpose of this project is to acquire Roadway Design Software (RDS) to replace the Computer Aided Civil Engineering (CAiCE) software currently in use by the State of California Department of Transportation (Caltrans).

Deleted: The Computer Aided Civil Engineering (CAiCE) software used by Caltrans since the late 1990's is being discontinued. The software will soon be unavailable, necessitating acquisition of a replacement software product.

This Statement of Work (SOW) defines the tasks needed to implement and support the Department of Transportation (Caltrans) Roadway Design Software (RDS) Project; and also establishes responsibilities for completing these tasks.

This contract will consist of two phases:

The first phase will include:

- Preparation of the Project Management Plans;
- Configuration of the software;
- Development of training materials customized to meet Caltrans business processes; and
- Training and software usage/maintenance in the first year for 73 Key Support Users.

The second phase will begin after successful completion of phase one. This phase includes training for approximately 4,000 engineering staff statewide over a four-year period.

B. The State reserves the right to terminate this contract for convenience.

C. This Agreement shall begin contingent upon approval by the State, and expire five years after award. The term of this contract is for one year of implementation plus four years of training.

D. All Tasks and Deliverables shall be provided for the fixed price listed in this Agreement.

All inquiries during the term of this Agreement will be directed to the project representatives listed below:

Department of Transportation	Contractor:
Section/Unit: Division of Design	Section/Unit:
Contract Manager: Mark O'Dowd	Project Manager:
Address: P.O. Box 168041 MS 30	Address:
Sacramento, CA 95816	
Bus. Phone No.: (916) 227-2631	Bus. Phone No.:
Fax No: (916) 227-2200	Fax No:

2. Contractor Responsibilities

A. Insurance and Bond

The Contractor must maintain in force a valid Worker's Compensation and Employers Liability Insurance Policy for all employees engaged in the performance of the contract and agree to furnish Caltrans satisfactory evidence at any time. The Contractor must also maintain Commercial General Liability and Professional Liability insurance.

Insurance

- Workers Compensation and Employers Liability - Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Contract. Employer's liability limits of $1,000,000 are required.

- Commercial General Liability – Contractor shall maintain general liability on an occurrence form with limits not less than $1,000,000 per occurrence for bodily injury and property damage liability combined with a $2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability. The policy must include:

  In the case of Contractor's utilization of subcontractors to complete the contracted scope of work, contractor shall include all subcontractors are insured under Contractor's insurance or provide the State evidence of insurance that is equal to the policy's coverage and limits required of the Contractor.

- Professional Liability – Contractor shall maintain Professional Liability covering any damages caused by a negligent error, act or omission with limits not less than $2,000,000 per occurrence and $2,000,000 policy aggregate. The policy's retroactive date must be displayed on the certificate of insurance and must be before the date this contract was executed or before the beginning of contract work.

General Provisions Applying to All Policies

- Coverage Term – Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the State at least ten days prior to the expiration of this insurance. Any new insurance must still comply with the original terms of the contract.

- Policy Cancellation or Termination & Notice of Non-Renewal – Insurance policies shall contain a provision stating coverage will not be cancelled without 30 days prior written notice to the State. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.

- Deductible – Contractor is responsible for any deductible or self-insured retention contained within their insurance program.

- Primary Clause – Any required insurance contained in this contract shall be primary, and not excess or contributory, to any other insurance carried by the State.

- Insurance Carrier Required Rating – All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management. If the Contractor is self insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.

- Endorsements – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.

- Inadequate Insurance – Inadequate or lack of insurance does not negate the contractor's obligations under the contract.

Bond

A performance bond for 20% of the total value of this contract shall be submitted by the Contractor to the State within 21 calendar days after contract award. An untimely submittal of the bond may be cause for contract termination. The bond shall remain in force during the entire term of this contract and will be returned to the surety company after completion and acceptance of the first phase of the RDS project.

B. Staffing and Personnel

1. Contractor shall make available personnel as listed on their final proposed staffing plan for the purpose of providing the services required to accomplish the tasks, including:

   - Project Manager, who must have five years of project management experience implementing RDS projects, and at least one project where the RDS was implemented at a state Department of Transportation;

   - Application Configuration Manager(s), who must have four years of application development experience on RDS projects, at least one project where the RDS application was implemented at a state Department of Transportation; and

   - Training Manager, who must have two years experience in software training and one year managing training staff.

2. Contractor shall provide a single point of contact who will manage and oversee the entire implementation of the software and training and assist the Caltrans Contract Manager by attending project meetings in person, or by telephone.

3. Contractor agrees to perform the services for which it and all subcontractors are responsible in order to accomplish the proposed work in the manner and time stated in the Contract.

4. Contractor shall provide dedicated personnel to support software related malfunctions and support issues. Contractor will provide a monthly report on the status of all issues reported by Caltrans.

5. Training may be required concurrently in multiple locations, starting the first year of statewide implementation and beginning with the Survey and Roadway design courses; therefore, Contractor must have adequate training staff available.

6. As needed, Contractor will provide replacement personnel in a timely manner to ensure that contract deliverables are not impacted. The proposed replacement staff must have the same or higher-level skills and experience as the staff person originally assigned to the project. Resumes of the proposed staff must be provided to Caltrans for review and approval.

C. Contractor Performance

1. Contractor shall verify that the installed software functions properly on existing infrastructure and standard department hardware imaged with a typical suite of engineering, administrative, and networking software.

2. Contractor shall correct problems discovered during the acceptance testing as documented by the Caltrans Contract Manager and reported to the Contractor's onsite support staff in writing. Such problems must be corrected within 10 State business days after notification.

3. Contractor shall provide knowledge transfer to the Office of CADD and Engineering GIS Support,(OoCEGS) staff of the software configuration during Caltrans acceptance testing.

4. Contractor shall provide on-site support for Caltrans OoCEGS staff during acceptance testing and knowledge transfer of the software configuration.

5. Contractor will provide Caltrans the ability to run software in a protected network. There is a need to keep the software directory protected, yet still have rights to necessary files to run the program.

6. Contractor shall provide maintenance and support for the software and all future versions as follows, via the Caltrans Contract Manager:

   a. Telephone technical support between the hours of 7:00 a.m. and 5:00 p.m. Pacific Time Monday through Friday (except holidays); with a call back within four business hours, inside the time schedule. Telephone technical support number to be provided by the Contractor.

   b. Fax support between the hours of 7:00 a.m. and 5:00 p.m. Pacific Time Monday through Friday (except holidays). The Caltrans Contract Manager may fax a problem or sketches to the Contractor's support personnel. Fax number to be provided by the Contractor.

   c. E-mail support between the hours of 7:00 a.m. and 5:00 p.m. Pacific Time Monday through Friday (except holidays). E-mail address to be provided by the Contractor.

   d. Access to the customer service website.

e. Provide notification of and make available for download from the customer service web site, all upgrades, updates, and program extensions to software and all future versions of software released, during the term of this Agreement, within three weeks of release, at no additional cost to the State.

f. Information regarding periodic Technical Support News and Update patches will be made available to Caltrans as they are released from the Contractor. These shall be made available for download from Contractor's website.

g. Support includes software problem diagnosis consisting of problem isolation and definition, problem resolution, monthly preparation of software problem report including estimated time, and assistance with the proper operation of the supported program on Caltrans hardware and operating system configuration.

h. Support includes up to thirty (30) state business days of on-site services, in the first year following completion of acceptance testing, at the Caltrans Contract Manager's direction for the purpose of technical issue diagnosis, planning and implementation of software upgrades, software deployment assistance, identification of future software functionality needs, or to provide an emergency bypass or temporary work-around for problems with software in critical situations. These services will be provided at Caltrans Sacramento Offices, or the 12 District offices, on an as needed basis, at a mutually agreed upon schedule, and under the direction of OoCEGS.

D. Contractor Deliverables:

Deliverable	**Timeline**
Deliverable Expectation Document (DED) (prepared jointly by Caltrans and the Contractor)	Within 30 calendar days after award
Final Project Management Plan	Within 45 calendar days after award
Final Training Plan	Within 45 calendar days after award
Draft Training Manuals	Within 4 months after award
Documentation of planned test activities	At least 2 months before Configuration Complete
Delivery and Demonstration of fully configured software	Within 6 months after award
System Administration Manual	Within 6 months after award
Final Training Manuals	2 months after Acceptance Testing Complete
Key User Support Training	Begins 3 weeks after delivery of final training manuals
Final Training Schedule	1 month after completion of key user training
Statewide Training	Years 2-5

3. Caltrans Responsibilities:

A. Document and prioritize malfunctions and support issues.

B. Provide training facilities in Sacramento and the 12 District offices, including access to computers and audio/visual equipment.

C. Work with the Contractor to schedule training classes based on the availability of facilities in each district and HQ. Contractor will be given a minimum of two weeks notice confirming course session and location prior to the class.

D. Ensure staff sign up and attend training classes.

E. A single point of contact from OoCEGS will be assigned to distribute any computer training data set(s) and any files needed to conduct the training class.

F. A single point of contact from OoCEGS will be assigned to coordinate the training facilities, and reproduce and distribute training data to ensure training facilities and materials are available and ready for use.

G. Caltrans has the right to reproduce all documentation and training materials developed by the contractor.

H. Provide and collect roster sheets and evaluation forms at the end of each class.

I. Provide sample data sets, via email or CD/DVD media, to be used for training within 10 State business days following contract execution.

J. Deploy and install the software on Caltrans workstations statewide.

K. Deploy and install upgrades, updates, and program extensions to software and all future versions of software released, on Caltrans workstations statewide.

L. Provide at least one (1) week's notice to the Contractor, whenever possible, when on-site support is required so that Contractor may schedule appropriate resources and make suitable arrangements.

M. Provide Subject Matter Experts to support the contractor in understanding of the requirements, data, the business and technical environment that exists at Caltrans.

N. Perform acceptance testing of the software.

O. Caltrans IT and OoCEGS staff will provide first level user support of the implemented solution in conjunction with Contractor software maintenance and support.

P. The Caltrans Contract Manager will be the single point of contact to report software/maintenance related issues/problems. However, an individual user may be identified to work with the Contractor as necessary at the discretion of the Caltrans Contract Manager.

Q. Caltrans reserves the right to have the Contractor's key personnel removed and replaced under this contract. Caltrans reserves the right to approve replacement or additional staff before they start on the project. Caltrans will notify the Contractor in writing if personnel issues arise.

R. Caltrans reserves the right to have CADD support personnel on-site during training sessions.

4. Completion/Acceptance Criteria

It shall be the State's sole determination as to whether a deliverable is complete and acceptable. There must be a signed acceptance document before invoices are processed for payment.

The Contractor shall produce and provide the State a Deliverable Expectation Document (DED), as described in Exhibit 1, for each deliverable listed in 2.D (Contractor Deliverables) of this SOW. DEDs must be approved prior to beginning the preparation of any RDS Project deliverable.

The DED will describe the proposed content of the deliverable, the file format to be used, and, in the case of a document, an annotated outline to ensure a common understanding exists between State and the Contractor regarding scope and content (depth and breadth) of the document prior to Contractor beginning work on the deliverable. The annotated outline must summarize the key content of the deliverable including, where appropriate, key figures, diagrams, and tables.

The State's review time of a DED will be dependant on the complexity of the deliverable to which the DED applies. Unless agreed to otherwise, the State's review time shall not exceed ten (10) State Business Days.

When changes to a DED are required, the Contractor shall take no more than five (5) State Business Days to modify the DED and return it for review, unless agreed to otherwise. The State will take no more than five (5) additional State Business Days to determine whether the DED is acceptable. The Contractor shall not begin work on a deliverable until there is an approved DED.

If the State and the Contractor can not agree upon the acceptance criteria developed in the DED, the State's language will be final.

Exhibit 1 – Sample Deliverable Expectation Document Template

[This is a sample of the required contents of a deliverable expectation document. Work plans that support the activity summary can be attached, and may be referenced to support the methodology and schedule summary.]

1. Introduction

   [A brief overview defining the purpose of the deliverable and how it fits within the overall completion of the project. Indicate if there are pre-requisite tasks and subsequent tasks.]

2. Deliverable Description

   [Describe the deliverable's objectives and scope. Discuss the level of detail to be provided such as "will describe the rationale for design decisions, will provide a textual summary of the design with detailed design pseudocode in the appendices, will include database schema diagrams and database table relationships, field sizes and descriptions, and indices and keys."
   Discuss the intended audience. If the document assumes a specific knowledge level, list the key concepts that must be understood (e.g., understanding of backup rotation schedules, understanding of registry editing, etc.). Do not use vague terms such as "basic knowledge of system administration".]

   (a) Methodology for Creating the Deliverable

   [Provide a brief explanation of tasks, activities, and methods to be used to develop the deliverable. If appropriate, include a process flow diagram. Do not duplicate methodologies described elsewhere (e.g., if the design methodology was described in detail in the proposal and project management plan, reference the appropriate document section). Indicate if there are any assumptions or constraints on the development of the deliverable.

   In cases where the contractor's methodologies differ significantly from the State's, it may be appropriate to require the contractor to provide a mapping of their methodology to the State's methodology (as an appendix to the DED and/or the deliverable).]

   (b) Applicable Standards

   [List the specific industry and/or government standards that must be observed. Do not simply list "industry standards" or "IEEE." Indicate if the format/order of the standard must be observed or if the contractor may provide a mapping of their format to the standard to show compliance.]

   (c) Table of Contents

   [List the table of contents or outline of the document. Discuss the content of each major section. Where appropriate or as requested by the project,

provide a sample of this document from other engagements/projects or sample content, level of detail and format of key sections.]

(1) Section 1 – Introduction

[This section will provide a high-level overview of the deliverable, its scope and purpose.]

(2) Section 2 –

(3) Section 3 –

(4) Section 4 –

(5) Section 5 -

(6) Appendix A –

(7) Appendix B –

(8) Appendix C –

(d) Deliverable Requirements

[List the specific requirements for this deliverable from the Request for Proposal, Statement of Work, and/or contract. List the specific source of the requirement, including document name, document date/version, paragraph or page number, and requirement number (from the Requirements Traceability Matrix/Database).]

Table 1. Deliverable Requirements

REQMT #	REQUIREMENT DESCRIPTION	SOURCE OF THE REQMT	COMMENT

(e) Deliverable Format

[List any required templates, diagrams, tables or specific content required for this deliverable. For instance in design and test deliverables, an updated requirements traceability matrix should be included in the final deliverable.

Indicate the format of the document and any associated diagrams, spreadsheets (e.g., MS Word, MS Visio, MS Project, etc.). Estimate the length/size of the document, and number of copies to be delivered.]

3. Deliverable Acceptance Criteria

[List the specific acceptance criteria for the deliverable. The first criteria should always be “were the requirements met. The criteria should be specific to the deliverable and indicate key needs of the project (e.g., must include detailed description of database sizing, growth considerations, performance considerations, and de-/normalization considerations).

Other general review criteria (which are primarily the same for all deliverables) may be referenced or attached. The following are the minimum acceptance criteria.]

- Did the deliverable comply with the applicable standards from Section 0 (above)?
- Were all requirements from Section 0 (above) met?
- Did the deliverable comply with the stated format requirements from Section 0 (above)?
- Is the deliverable consistent with other deliverables already approved?
- Did the deliverable meet the general review criteria (e.g., pages numbered, free of formatting and spelling errors, clearly written, no incomplete sections, etc.)?

4. Deliverable Schedule

(a) Key Deliverable Dates

[List the key activities and due dates in the preparation and review of this deliverable. If appropriate, list key meetings, walkthroughs, inspections, and reviews. These tasks should be consistent with the activities and dates in the workplan and contractual timeframes regarding deliverable delivery, review, and approval/rejection.

Include time for state review of the deliverable and contractor incorporation of comments. Indicate if any activities/dates are on the critical path or have significant dependencies. The following is a sample.]

Table 2. Key Deliverable Dates

KEY ACTIVITY	DUE DATE	COMMENT
DED Approval	xx/xx/20xx*	
Internal Walkthrough with Project		
Draft Deliverable Submitted		
State Review of Draft		Minimum of 1 week
Walkthrough of Draft with Stakeholders		
Deadline for Comments on Draft		
Contractor Incorporation of Comments		
Final Deliverable Submitted		
State Review of Final		Minimum of 1 week
Deliverable Approval		
Contractor Incorporation of Final Comments (if necessary)		

*Critical Date

(b) Schedule for Deliverable Updates

[If the deliverable is expected to be updated on a periodic basis, list the proposed schedule of updates and tentative time frames. Dates may be either “hard dates” (e.g., May 5 2004) or “soft dates” (30 days prior to System Test). If appropriate, reference the appropriate RFP/SOW requirement for the update.]

Table 3. Deliverables Update Schedule

REASON FOR DELIVERABLE UPDATE	SOW REFERENCE	DATE DUE	COMMENT
Incorporate any changes from Code/Unit Test phase	[Reference, as used in SOW; i.e. paragraph #, or unique reference]		
Incorporate any changes from the Integration and System Test phase			
Incorporate any changes from the Acceptance Test phase			
Incorporate any changes from the Implementation phase			
Incorporate updates related to the first (M&O) system release			

5. Resources Required

[List the specific resources involved in the deliverable preparation and review. Estimate the amount of time required from each key resource, particularly for any sponsor, user, or stakeholder staff involved. If appropriate, list the specific skill or knowledge required, such as knowledge of case management policy or experience with current system's financial reports. It is not necessary to list all contractor staff involved in the preparation, only the key staff or required skills.

This list is not intended to replace the workplan resources, but to identify specific individuals/skills needed to ensure successful completion of the deliverable.]

Table 4. Required Resources

ROLE	NAME(S)	RESPONSIBILITIES	ESTIMATED NEED
Deliverable Lead			2 months
Deliverable Approver			5 days
Deliverable Reviewers			7 days
Subject Matter Experts			10 days
Policy Representative			10 days

6. Deliverable Payment

[If applicable, indicate if this is a payment deliverable.]

ATTACHMENT 2

Budget Detail and Payment Provisions

Budget Detail and Payment Provisions

1. Invoicing and Payment

A. During Phase 1, payment will be made for deliverables completed as described in the table below. The Contractor will submit one itemized invoice, monthly, for deliverables completed. All contract deliverables are subject to approval by the Caltrans Contract Manager prior to payment. In cases where deliverables have been grouped together, payment will be made when all deliverables in that group have been completed and approved.

During Phase 2, payment for on-going project management activities in years 2-5 and training will be paid monthly, in arrears. The Contractor will submit one itemized invoice, monthly, for services rendered. Completion of services will be verified by the Caltrans Contract Manager prior to payment.

Payment Milestones
Phase 1 (Payable upon approval by Caltrans Contract Manager)
Development and Delivery of Approved Project Management and Training Plans
Configuration and Acceptance Testing includes the acceptance of the following items: • Project Management activities through completion of configuration and installation of software • Software Configuration
Development and Delivery of Approved Final Training Schedule
Development and Delivery of Training Manuals
Key User Support Training and Fees Includes the following: • Completion of Key User Support Training • COTS Software Cost - Year 1 • Project Management and Implementation activities after configuration and through completion of Key Support user training.
Phase 2 *(billable monthly in arrears)*
Ongoing Project Management Activities (Year 2-5)
Training – Year 2
Training – Year 3
Training – Year 4
Training – Year 5

B. In accordance with Public Contract Code, Section 12112, the State will withhold, from the invoice payment amount to the Contractor, an amount equal to ten percent (10%) of the payment. Such retained amount shall be held by the State and only released to the Contractor upon successful completion of the contract.

C. Invoices shall be itemized by the deliverable and/or service billed. Invoices shall include this Agreement Number and be submitted to the following address:

Department of Transportation
Office of CADD & Engineering GIS Support, MS# 30
Attention: Oanh Thai
P.O. Box 168041
Sacramento, CA 95816-6041

2. Liquidated Damages

It is agreed by the State and the Contractor that in the event of failure to meet the requirements, damage shall be sustained by the State and that it is and will be impractical and extremely difficult to ascertain and determine the actual damages which the State will sustain in the event of and by reason of such failure; and it is therefore agreed that the Contractor will pay the State for such failures at the sole discretion of the State. The purpose of liquidated damages is to compensate the State's losses due to Contractor delay. No punitive intention is inherent.

It is the State's intent to meet the expected schedule for deliverables as specified in Statement of Work. If for any reason the Contractor is delayed in meeting any milestone, Liquidated Damages in the amount of one thousand dollars ($1000) per State business day may be assessed for each State business day the milestone is delayed. The State will notify the Contractor, in writing, when Liquidated Damages are being invoked. The State will provide the Contractor a complete accounting for all Liquidated Damages.

ATTACHMENT 3

Information Technology General Provisions

The Information Technology General Provisions are incorporated into this contract.

http://www.documents.dgs.ca.gov/pd/modellang/GPIT0407.pdf

ATTACHMENT 4

Information Technology Software Special Provisions

The Information Technology Software Special Provisions are incorporated into this contract.

http://www.documents.dgs.ca.gov/pd/modellang/softwarespecial012103.pdf

ATTACHMENT 5

Information Technology Personal Services Special Provisions

The Information Technology Personal Services Special Provisions are incorporated into this contract.

http://www.documents.dgs.ca.gov/pd/modellang/PersonalServiceSpecial020807.pdf

ATTACHMENT 6

Information Technology Maintenance Special Provisions

The Information Technology Maintenance Special Provisions are incorporated into this contract.

http://www.documents.dgs.ca.gov/pd/modellang/maintenancespecial12103.pdf

ATTACHMENT 7

Response Forms

- Draft Project Management Requirements
- Mandatory and Desirable System Administration Requirements
- Mandatory Functional Requirements
- Desirable Functional Requirements
- Other Technical Requirements

ATTACHMENT 8

Cost Forms

(Contractor cost forms to be inserted here.)

Form VII-1: Total Cost Summary
Form VII-2: Project Management and Implementation Services Cost
Form VII-3: Software Configuration Cost
Form VII-4: Course Development and Training Manuals Cost
Form VII-5: COTS Software Cost (Year 1)
Form VII-6: Training Services Cost Summary
Form VII-6A: Key User Support Training
Form VII-6B: Survey Data Processing and DTM Training
Form VII-6C: Survey COGO and Map Production Training
Form VII-6D: Introduction to Roadway Design Training
Form VII-6E: Intermediate Roadway Design Training
Form VII-6F: Basic Structure Design Training
Form VII-6G: Basic Hydraulic Design Training

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

STANDARD AGREEMENT
FOR I.T. GOODS/SERVICES ONLY

	REGISTRATION NUMBER
PURCHASING AUTHORITY NUMBER	AGREEMENT NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below
   STATE AGENCY'S NAME
   Department of Transportation (hereafter called State)
   CONTRACTOR'S NAME
   (hereafter called Contractor)
2. The term of this Agreement is:
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:

   Attachment 1 – Statement of Work
   Attachment 2 – Budget Detail and Payment Provisions
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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.)*		
BY *(Authorized Signature)*	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
STATE OF CALIFORNIA		
AGENCY NAME Department of General Services, Procurement Division		
BY (Authorized Signature)	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		☐ Exempt per

ATTACHMENT 1

STATEMENT OF WORK

STATEMENT OF WORK

1. General

A. This Statement of Work (SOW) defines the software usage or licenses and maintenance/ support fees for the Department of Transportation (Caltrans) Roadway Design Software (RDS).

B. The State reserves the right to terminate this contract for convenience.

C. The Contractor must maintain in force a valid Worker's Compensation and Employers Liability Insurance Policy for all employees engaged in the performance of the contract and agree to furnish Caltrans satisfactory evidence at any time. The Contractor must also maintain Commercial General Liability and Professional Liability insurance.

Insurance

- Workers Compensation and Employers Liability - Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Contract. Employer's liability limits of $1,000,000 are required.

- Commercial General Liability – Contractor shall maintain general liability on an occurrence form with limits not less than $1,000,000 per occurrence for bodily injury and property damage liability combined with a $2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability. The policy must include:

  In the case of Contractor's utilization of subcontractors to complete the contracted scope of work, contractor shall include all subcontractors as insured's under Contractor's insurance or supply evidence of insurance to The State equal to policies, coverages and limits required of Contractor.

- Professional Liability – Contractor shall maintain Professional Liability covering any damages caused by a negligent error, act or omission with limits not less than $2,000,000 per occurrence and $2,000,000 policy aggregate. The policy's retroactive date must be displayed on the certificate of insurance and must be before the date this contract was executed or before the beginning of contract work.

General Provisions Applying to All Policies

- Coverage Term – Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the State at least ten days prior to the expiration of this insurance. Any new insurance must still comply with the original terms of the contract.

- Policy Cancellation or Termination & Notice of Non-Renewal – Insurance policies shall contain a provision stating coverage will not be cancelled without 30 days prior written notice to the State. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.

- Deductible – Contractor is responsible for any deductible or self-insured retention contained within their insurance program.

- Primary Clause – Any required insurance contained in this contract shall be primary, and not excess or contributory, to any other insurance carried by the State.

- Insurance Carrier Required Rating – All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management. If the Contractor is self insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.

- Endorsements – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.

- Inadequate Insurance – Inadequate or lack of insurance does not negate the contractor's obligations under the contract.

D. This Agreement will begin after successful completion of Phase 1 of Contract 1 – Configuration and Training, and will expire four years thereafter, unless extended by amendment.

E. The software must be capable of allowing any user, on any machine, at any time, to use the software, up to the allocated number of users for that year (i.e. based on usage and not the number of installations.) The number of users is as follows: 1,000 first year, 2,000 second year, 3,000 third year, and 4,000 fourth year.

F. Caltrans may choose to exercise the extension of the optional year for the software usage fees and software maintenance/ support at the bid price.

G. All inquiries during the term of this Agreement will be directed to the project representatives listed below:

Department of Transportation	Contractor:
Section/Unit: Division of Design	Section/Unit:
Contract Manager: Mark O'Dowd	Project Manager:
Address: P.O. Box 168041 MS 30	Address:
Sacramento, CA 95816	
Bus. Phone No.: (916) 227-2631	Bus. Phone No.:
Fax No: (916) 227-2200	Fax No:

2. Contractor Responsibilities:

A. Provide dedicated personnel to support software related malfunctions and support issues.

B. Provide a monthly report on the status of all issues reported by Caltrans.

C. Contractor will provide Caltrans the ability to run software in a protected network. There is a need to keep the software directory protected, yet still have rights to necessary files to run the program.

D. Contractor shall provide maintenance and support for the software and all future versions as follows, via the Caltrans Contract Manager:

1. Telephone technical support between the hours of 7:00 a.m. and 5:00 p.m. Pacific Time Monday through Friday (except holidays); with a call back within four business hours, inside the time schedule. Telephone technical support number to be provided by the Contractor.

2. Fax support between the hours of 7:00 a.m. and 5:00 p.m. Pacific Time Monday through Friday (except holidays). The Caltrans Contract Manager may fax a problem or sketches to the Contractor's support personnel. Fax number to be provided by the Contractor.

3. E-mail support between the hours of 7:00 a.m. and 5:00 p.m. Pacific Time Monday through Friday (except holidays). E-mail address to be provided by the Contractor.

4. Access to the customer service website.

5. Provide notification of and make available for download from the customer service web site, all upgrades, updates, and program extensions to software and all future versions of software released, during the term of this Agreement, within three weeks of release, at no additional cost to the State.

6. Information regarding periodic Technical Support News and Update patches will be made available to Caltrans as they are released from the Contractor. These shall be made available for download from Contractor's website.

7. Support includes software problem diagnosis consisting of problem isolation and definition, problem resolution, monthly preparation of software problem report including estimated time, and assistance with the proper operation of the supported program on the Department's hardware and operating system configuration.

8. Support includes up to fifteen (15) days of on-site services, per contract year, at the Caltrans Contract Manager's direction for the purpose of technical issue diagnosis, planning and implementation of software upgrades, software deployment assistance, identification of future software functionality needs, or to provide an emergency bypass or temporary work-around for problems with software in critical situations. These services will be provided at Caltrans Sacramento Offices or the 12 District offices, on an as needed basis, at a mutually agreed upon schedule, and under the direction of OoCEGS.

3. Caltrans Responsibilities:

A. Document and prioritize malfunctions and support issues.

B. Deploy and install the software on Caltrans workstations statewide.

C. Deploy and install Upgrades, Updates, and Program Extensions to software and all future versions of software released, on Caltrans workstations statewide.

D. Caltrans IT and OoCEGS staff will provide first level user support of the implemented solution in conjunction with Contractor software maintenance and support.

E. Provide at least one (1) week's notice to the Contractor, whenever possible, when on-site support is required so that Contractor may schedule appropriate resources and make suitable arrangements.

F. Caltrans reserves the right to have the Contractor's key personnel removed and replaced under this contract. Caltrans reserves the right to approve replacement or additional staff before they start on the project. Caltrans will notify the Contractor in writing if personnel issues arise.

G. Perform acceptance testing of the software.

H. The Caltrans Contract Manager will be the single point of contact to report software/maintenance related issues/problems. However, an individual user may be identified to work with the Contractor as necessary at the discretion of the Caltrans Contract Manager.

ATTACHMENT 2

Budget Detail and Payment Provisions

Budget Detail and Payment Provisions

Invoicing and Payment

A. Upon approval by the Caltrans Contract Manager, all payments will be made monthly in arrears. Contractor cannot submit an invoice more frequently than once a month.

B. Invoices shall include this Agreement Number and be submitted to the following address:

Department of Transportation
Office of CADD & Engineering GIS Support, MS# 30
Attention: Oanh Thai
P.O. Box 168041
Sacramento, CA 95816-6041

ATTACHMENT 3

Information Technology General Provisions

The Information Technology General Provisions are incorporated into this contract.

http://www.documents.dgs.ca.gov/pd/modellang/GPIT0407.pdf

ATTACHMENT 4

Information Technology Software Special Provisions

The Information Technology Software Special Provisions are incorporated into this contract.

http://www.documents.dgs.ca.gov/pd/modellang/softwarespecial012103.pdf

ATTACHMENT 5

Information Technology Personal Services Special Provisions

The Information Technology Personal Services Special Provisions are incorporated into this contract.

http://www.documents.dgs.ca.gov/pd/modellang/PersonalServiceSpecial020807.pdf

ATTACHMENT 6

Information Technology Maintenance Special Provisions

The Information Technology Maintenance Special Provisions are incorporated into this contract.

http://www.documents.dgs.ca.gov/pd/modellang/maintenancespecial12103.pdf

ATTACHMENT 7

Cost Forms

(Contractor cost forms to be inserted here.)

Form VII-7: COTS Software Cost (Years 2-5)

Form VII-8: COTS Software Cost (Optional Year 6)