

V. ADMINISTRATIVE REQUIREMENTS

A. Introduction

Bidders must adhere to and provide a written response to all the administrative requirements in this section in order to be responsive. The requirements are considered "Pass/Fail." If the Bidder fails an administrative requirement the bid may be rejected. Bidders must complete Form V-H: Administrative Requirements Response Matrix in Appendix C.

1. Proposal Cover Letter

The Bidder must include a cover letter signed by an individual who is authorized to bind the Bidder contractually. The cover letter must state that the individual is so authorized and must identify the title or position that the individual holds in the Bidder's firm. An unsigned cover letter shall cause the Final Proposal to be rejected.

Requirement A1: Bidder's proposal must contain a signed Cover Letter, which must contain the following:

- a. Signature from an authorized individual and indication that the signer is authorized to bind the firm contractually, and identifies the signer's title;
- b. Statement that the proposal is firm's binding offer good for 180 calendar days from final proposal due date, as noted in Key Action Dates in Section I;
- c. Statement indicating that the Bidder has available staff with the appropriate skills to complete performance under the contract for all services and provide all deliverables as described in this RFP; and
- d. Statement accepting full Prime Contractor responsibility for coordinating, controlling, and delivering all aspects of the contract and any subcontractors on their team.

2. Executive Summary of Proposal

Requirement A2: Bidder's proposal must contain an Executive Summary of their proposed solution, which includes the following information:

- a. Summary of the proposed solution;
- b. List of the firms and individuals proposed as subcontractors (if applicable), staff names, and the

experience of the proposed team with roadway design software;

- c. Summary of the technology proposed; and
- d. The degree to which the proposed solution components are currently in use.

3. Seller's Permit

Requirement A3: A copy of the retailer's seller's permit or certification of registration with the State of California, and, if applicable, the permit or certification of all participating affiliates must be submitted within five State business days of the State's request, as described in Section II.

B. Productive Use Requirements

The objective of the Productive Use Requirements is to protect the State from being an experimentalist for new equipment and software that has no record of proven performance.

1. Customer In-Use

The purpose of the Customer In-Use requirement is to allow time for the Bidder to correct defects that could prevent new equipment and software from performing correctly in support of State programs.

Caltrans requires that the proposed software be installed and in productive use, in substantially the conformation bid, as a roadway design software prior to the Final Bid submission date.

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Substantial design changes are also subject to the Customer In-Use requirement. Minor modifications or updates to software to provide improvements or features, to correct errors, or to accommodate hardware changes may be exempt from the In-use requirement by the Department of General Services, Procurement Division, if no substantial changes in logic, architecture or design are involved.

Requirement A4: Bidders must provide data to support that the solution proposed meets the Customer In-Use requirements. Supporting evidence could include, but is not necessarily limited to, one or more of the following:

- Customer purchase order or contract showing implementation dates for software.
- Customer invoice for software.

- Sworn notarized statement from an officer of the bidding firm and/or a paying customer.

2. Customer References

The purpose of the Customer References requirement is to provide the State the ability to verify the claims made by the bidder. Prior to award of the contract, Caltrans must be assured that the Bidder selected has the resources to successfully perform under the contract. This includes, but is not limited to, experience in delivering the software and services similar to those required for this project, personnel with the skills required, and experience in similar endeavors.

The Bidder must provide six Form V-A: Customer Reference Questionnaires (which is located in Appendix C) from customers of the Bidder who presently have the proposed software in use as a roadway design software. From the six references, at least two references must be from other state Departments of Transportation (DOTs), and at least two must be from consulting engineering firms performing similar roadway design functions. Bidders should provide references from organizations that are similar to Caltrans in organizational structure, workforce, workflow process, and workload. The Bidder's Customer Reference Questionnaires must be returned to the Bidder in a sealed envelope.

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Bidders should provide references as closely comparable to the Caltrans Roadway Design Software requirements as possible. Evaluation of the customer references will be scored as discussed in RFP Section IX.

The Bidder is strongly encouraged to submit any references in their possession with their Draft Proposal. References submitted with Draft Proposals must be in separately sealed envelopes and will be reviewed by the Evaluation Team. Bidders will be advised of any incomplete references during Confidential Discussions. In addition, during the final review, the State may contact references for clarification of submitted Bidder's Reference Questionnaires.

Requirement A5: Bidders must provide six customer references, including at least two from other state DOTs and at least two from consulting engineering firms performing similar roadway design functions.

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3. Exceptions

The State will not consider exceptions to Productive Use Requirements for this procurement.

C. Bidder Responsibility

Prior to award of the contracts, Caltrans must be assured that the Bidder selected has all of the resources to successfully perform under the contract. This includes, but is not limited to, experience in delivering the products and services similar to those required for this project, personnel in the numbers and with the skills required, equipment of appropriate type and in sufficient quantity, financial resources sufficient to complete performance under the contract, and experience in similar endeavors. If, during the evaluation process, the State is unable to assure itself of the Bidder's ability to perform under the contract, if awarded, the State has the option of requesting from the Bidder any information that the State deems necessary to determine the Bidder's responsibility. If such information is required, the Bidder will be so notified and will be permitted five working days to submit the information requested.

1. Insurance Requirements

The bidder 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 thereof at the time of Final Proposal submittal and at any time Caltrans may so request after contract award. In addition to Workers Compensation and Employers Liability insurance, the bidder must also maintain Commercial General Liability and Professional Liability insurance.

a. 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:

The State of California, its officers, agents, employees and servants as additional insureds, but only with respect to work performed under the contract. This endorsement must be supplied in a format acceptable to the Office of Risk and Insurance Management within the California Department of General Services.

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.

b. 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.

Requirement A6.a: Bidder must provide proof of a valid Worker's Compensation and Employers Liability Insurance Policy and completed Form V-B, which is located in Appendix C. .

Requirement A6.b: Bidder proposal must affirm on Form V-H, in Appendix C, that proof of Commercial General Liability and Professional Liability Insurance will be provided within five business days after contract award.

2. Bonds

In order to protect the State and reduce the potential project risks, all Bidders must submit the following security instrument as described below with the Final Proposal response. Final Proposal responses submitted without a Letter of Bondability shall be considered non-responsive and the bid shall be rejected. For this requirement, the length of the surety consideration shall be through implementation and warranty/maintenance period of one year.

Letter of Bondability and Bond

The Bidder shall furnish at no cost to the State, a Letter of Bondability from an admitted Surety Insurer which states the surety unconditionally offers to guarantee to the extent of 20% of Contract 1 – Configuration and Training Costs. The Letter of Bondability shall be from an admitted surety insurer and must guarantee the Bidder's performance in all respects of the terms and conditions and provisions of the agreement.

Because of the potential consequences, which might result if the successful Bidder is unable to furnish the surety document, Bidders should take the necessary steps, prior to submittal of their proposals, to ensure that if awarded the contract, they will be able to comply with this requirement.

The performance bond shall include the format and language provided in Appendix C, Form V-I, Performance Bond must be submitted within 21 calendar days after contract award. Failure to submit the required Bond within 21 calendar days after contract award may be cause for termination of the contract. DO NOT INCLUDE Form V-I in the Proposal. Only the Letter of Bondability must be submitted with the proposal, as described in Requirement A7.

Requirement A7: Bidder must submit a Letter of Bondability from an admitted Surety Insurer which states the surety unconditionally offers to guarantee to the extent of 20% of the Project Deliverable

Costs for Contract 1 – Configuration and Training. In response to this Requirement, said letter must have the cost figures redacted. The complete unaltered letter must be included in the Cost Volume in the Final Proposal.

3. Company Experience

Bidders must provide background information related to their prior experiences both with the software application and the nature of its use. Specific attention should be paid to projects that are similar in scope to the requirements of this project for Caltrans. Bidders must include the project term (start and end dates), project description, number of users, and customer type (other state Department of Transportation or California-based consultant). A minimum of three years experience with projects of this scope is required. Bidders must also provide details of all terminations for cause on any contracts with the State of California.

Requirement A8: Bidder must complete Form V-C: Bidder Information and Background (located in Appendix C) detailing the firm's history and experiences as described above, including Contract performance on previous State of California contracts.

4. Staff Capability

The Bidder must provide resumes for each key member of the proposed project staff listed below. The Contractor must commit to the continuing availability under the Contractor's control of the Key Personnel for the duration of the project, or for their proposed period of involvement. In the event that a Contractor's Key Personnel is no longer available to the project, it is the Contractor's responsibility to substitute Key Personnel of equal or greater competency at no increase in cost. Caltrans reserves a right of approval for such substitution.

Key Personnel includes:

- Project Manager, who must have five years of project management experience implementing RDS projects, and at least one project where the proposed software 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 proposed software application was implemented at a state Department of Transportation; and
- Training Manager(s), who must have two years experience in software training, one year managing training staff.

Requirement A9: At a minimum, resumes shall be included for the key personnel. It is expected that no individual identified by the bidder will simultaneously fill more than two of the positions listed above. All resumes supplied shall be for specific named individuals and all supporting information shall include dates that include the month and year so that minimum experience can be validated. In addition, Form V-D: Key Personnel Qualifications Certification (located in Appendix C) must be completed and signed by the Bidder's Project Manager, Application Configuration Manager(s), and Training Manager(s).

D. Confidentiality

To preserve the integrity of the security and confidentiality measures integrated into the State's automated information systems, each bidder is required to sign the Confidentiality Statement, Form I-C located in Appendix C, and submit by the date specified in Section I – Key Action Dates.

The Contractor engaging in services pertaining to this project, requiring contact with confidential State information, will be required to exercise security precautions for all such data that is made available and must accept full legal responsibility for the protection of this confidential information. This includes all statistical, personal, technical and/or other confidential data and information designated confidential by Caltrans.

Requirement A10: Bidder must provide a signed Form I-C – Confidentiality Statement.

E. Specific Software Support and Maintenance Requirements

Distribution of software within Caltrans will be centralized. Contractor will provide software and all subsequent releases (within three weeks of release) to Caltrans Office of CADD & Engineering GIS Support (OoCEGS). OoCEGS and Caltrans Information Technology (IT) staff will then distribute software to engineering workstations by use of the Caltrans computer network. OoCEGS will provide one contact person (to be identified by the Caltrans Contract Manager) to report malfunctions to the contractor. The Contractor will not be required to respond to questions from other individual users unless, for a particular problem, an individual contact will provide the best solution. In those instances, the Caltrans Contract Manager will identify the user.

Technical support is defined as:

- software problem diagnosis consisting of problem isolation and definition;
- problem resolution;

- preparation of software problem report; and
- assistance with the proper operation of the supported program on Caltrans' hardware and operating system configuration.

During the contract term, Contractor will provide Caltrans OoCEGS with the following software maintenance and technical support services:

- 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.
- 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.
- Email support between the hours 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.
- Contractor will provide access to their customer service website.
- Contractor will 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.
- 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.
- Contractor will provide up to 15 working days of on-site services per contract year, at Caltrans' direction, for the purpose of technical issue diagnosis, identification of future software functionality needs, or emergency bypass or temporary work-around for problems with software in critical situations. Whenever possible, Caltrans will provide at least one week notice prior to the on-site visit so that Contractor may schedule appropriate resources and make suitable travel arrangements.
- Contractor will provide an additional 15 working days, during the first year of production roll out, for on-site technical support services to Caltrans. These services will be provided at Caltrans Sacramento Offices or the 12 District offices at a mutually agreed upon schedule, and under the direction of OoCEGS.

- Caltrans will prioritize software malfunctions and support issues. Contractor will provide a monthly report on the status of the identified malfunctions and issues, including estimated time of resolution.
- 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.
- Caltrans shall have the right to reproduce all documentation and training materials, whether in paper or electronic format, developed by the Contractor.

Requirement A11: Bidder proposal must affirm on Form V-H, in Appendix C, that all services described above will be accomplished.

Requirement A12: Under the annual Software Usage or Licenses and Maintenance/Support Fees contract, updates and upgrades to the software must be made available to the State at no additional cost. Bidder must affirm on Form V-H in Appendix C, concurrence with this requirement.

F. Disabled Veteran Business Enterprise (DVBE) Participation Requirements

1. California DVBE Program Requirement - Mandatory

PLEASE READ THESE REQUIREMENTS CAREFULLY. FAILURE TO COMPLY WITH THE MINIMUM DVBE PARTICIPATION REQUIREMENT WILL CAUSE YOUR SOLICITATION RESPONSE TO BE DEEMED NONRESPONSIVE AND YOUR FIRM INELIGIBLE FOR AWARD OF THE PROPOSED CONTRACT(S).

Caltrans has established a DVBE participation goal of 5% for this procurement. If the bidder documentation shows participation of less than 5%, a Good Faith Effort must be documented.

Bidders must fully comply with DVBE Participation Program requirements. Failure to submit a complete response will result in a non-responsive determination, in which case the Final Proposal will be rejected. Refer to the website below for the DVBE Resource Packet, Documentation of DVBE Program Requirements, and DVBE form (STD. 840) that must be completed and submitted with the Final Proposal.

Review the DVBE instructions and complete applicable forms, accessible on-line at:

<http://www.pd.dgs.ca.gov/publications/default.htm>

NOTE: In Option B, Good Faith Effort, Step 3, advertisement(s) must be published at least fourteen (14) days prior to the Final Proposal submission date for a period of fourteen (14) days. It is acceptable to advertise in just one (1)

trade or DVBE paper if it fulfills both trade and focus requirements as defined in California Code of Regulations, Title 2, Section 1896.61(k), in which case one (1) ad is acceptable. Please see the DVBE Resource Packet for a list of acceptable publications.

The Office of Small Business and DVBE Services offers program information and may be reached at:

Office of Small Business and DVBE Services
707 Third Street, 1st Floor, Room 400
West Sacramento, CA 95605
<http://www.pd.dgs.ca.gov/smbus>
Receptionist: (916) 375-4400 Fax: (916) 375-4613
(800) 559-5529

It is important to note that all participation commitments are to be captured on the STD. 840, found at:

<http://www.documents.dgs.ca.gov/pd/poliproc/Std840webproof5.pdf>

This form allows for submission of a percentage and/or cost figures. For the Draft and Final Proposal, do not include dollar values on the copy of the DVBE participation form included in Volume I of the bidder's response – use "XXX" or percentage in place of any dollar values. In the Final Proposal, also include the completed form with the cost tables and actual dollar amounts in the sealed Final Proposal Volume III - Cost. Inclusion of dollar amounts in any volume other than the Cost section may be a material deviation.

2. Disabled Veteran Business Enterprise (DVBE) Incentive – Optional

The DVBE Incentive requirement is optional, but will provide additional points to be factored in for contract award purposes.

New law, effective January 1, 2006 (Senate Bill 115) revised the Military and Veterans Code Section 999.5(a) to provide an incentive for DVBE participation in State contracts. The incentive for this procurement provides additional points for those bidders that achieve at least one percent (1%) certified DVBE participation. Participation incentives will be rewarded based on the table that follows, also described in Section IX - Evaluation and Selection.

NOTE: This change of statute does not preclude the requirement to meet the Caltrans' minimum five percent (5%) participation, and/or to perform a "good faith effort."

In accordance with Section 999.5(a) of the Military and Veterans Code, Incentive points will be given to bidders who provide Disabled Veteran Business Enterprise (DVBE) participation surpassing designated minimum thresholds. For contract

award purposes only, the State shall add Incentive points to proposals that include California certified DVBE participation as identified on the Bidder Declaration GSPD-05-105 located at:

<http://www.documents.dgs.ca.gov/pd/delegations/GSPD105.pdf>

To meet the required minimum DVBE participation and/or to gain an optional DVBE Incentive, the bidder must also complete the STD. 840 and STD. 843. The Incentive amount for awards is based on the amount of DVBE participation obtained. The Incentive is only given to those bidders who are responsive to the DVBE Program Requirement and propose DVBE participation in the resulting contract.

3. DVBE Declarations

Bidders who have been certified by California as a DVBE must complete the form Std. 843, Disabled Veteran Business Enterprise Declaration. An online version of the form is available at:

<http://www.documents.dgs.ca.gov/pd/poliproc/STD-843FillPrintFields.pdf>

All disabled veteran owners and disabled veteran managers of the DVBE(s) must sign the form(s). The completed form(s) should be submitted with your proposal. Failure to provide the form within the time frame specified by the State may cause your bid to be rejected.

In addition, on January 1, 2004, Chapter 623, Statutes of 2003, became effective and required all Small Businesses, Micro Businesses and Disabled Veteran Business Enterprises (DVBEs) to perform a "Commercially Useful Function" in any contract they perform for the State.

Requirement A13: Bidder must complete Form V-E and all documentation required in Form V-E, which is located in Appendix C.

G. Preference Programs

The items discussed in this section are optional. The State's denial of any of the preference requests is not a basis for rejection of the proposal. Bidders not claiming any of these preferences may enter "Not Applicable" in response.

1. Target Area Contract Preference Act (TACPA)

The intent of the Target Area Contract Preference Act (TACPA) is to promote economic development and employment opportunities in distressed areas of the State by offering bidding preferences on qualified RFPs. TACPA provides for two preferences: worksite and workforce. Target Area Contract Preference will be granted to California-based companies in accordance with Government Code Section 4530 whenever contracts for goods or services are in excess of \$100,000. Bidders must meet certain requirements as defined in the California Code of Regulations (Title 2, Section 1806.30 et seq.) regarding labor needed to provide the goods being procured. Bidder's questions regarding this preference are to be directed to the Office of Small Business and DVBE Services, (916) 375-4940. Bidders desiring to claim this preference for services must submit a fully executed copy of the TACPA form, STD. 830 with their Final Proposal. Refer to the following website link to obtain the appropriate form: <http://www.documents.dgs.ca.gov/osp/pdf/std830.pdf>. Bidders desiring to claim this preference must submit a fully executed copy of the STD. 830 to claim the TACPA preference. Bidder's Draft and Final Proposals need not contain this item if there is no intention to claim this preference.

2. Enterprise Zone Act (EZA)

The intent of the Enterprise Zone Act (EZA) is to promote economic development and employment opportunities in designated enterprise zones by offering bidding preferences on qualified solicitations. EZA provides for two preferences: worksite and workforce. These preferences are explained in detail on the STD. 831. For a copy of the STD. 831 refer to: <http://www.documents.dgs.ca.gov/osp/pdf/std831.pdf>. Government Code Section 7070, et seq., provides that California-based companies may be granted preferences when bidding on State contracts in excess of \$100,000 for goods and services (excluding construction contracts) if the business site is located within designated Enterprise Zones.

A bidder that has claimed an EZA preference and is awarded the contract based on such preference(s) will be obligated to perform the contract in accordance with the Act.

Bidders desiring to claim this preference must review the instructions and submit a fully executed copy of the STD. 831 with their Final Proposal. Bidder's

Draft and Final Proposals need not contain this item if there is no intention to claim this preference.

3. Local Agency Military Base Recovery Area Act (LAMBRA)

Local Agency Military Base Recovery Area (LAMBRA) Act, Government Code section 7118 et seq., promotes employment and economic development at designated military bases by offering preferences when bidding on State contracts in excess of \$100,000. The firm must be California based. Bidders desiring to claim this preference must submit a fully executed copy of STD. 832 with their Final Proposal. Bidders proposing to perform the contract at a designated LAMBRA worksite(s) are required to identify such site(s) on the Std. Form 832. Failure to identify a site(s), which qualifies for LAMBRA, will result in denial of the claimed preferences. Refer to the following website link to obtain the appropriate form: <http://www.documents.dgs.ca.gov/osp/pdf/std832.pdf>. A bidder that has claimed a LAMBRA preference and is awarded the contract based on such preference(s) will be obligated to perform the contract in accordance with the Act.

Bidders desiring to claim this preference must review the instructions and submit a fully executed copy of the STD. 832 with their Final Proposal. Bidder's Draft and Final Proposals need not contain this item if there is no intention to claim this preference.

Requirement A14: Bidders wishing to request any of the preferences listed above (TACPA, EZA, or LAMBRA) must complete the appropriate forms and include them in response to this requirement. If not requested enter "Not Applicable" in response on Form V-H in Appendix C.

4. Small Business Preference

California Government Code Section 14835, et seq. requires a five percent preference be given to bidders who qualify as a Certified Small Business or up to a five percent preference be given to non-small business bidders claiming at least 25% California certified small business subcontractor participation. The rules and regulations of this law, including the definition of a small business for the delivery of goods and services are contained in Title 2, California Code of Regulations, Section 1896, et seq. A copy of the regulations is available upon request from the Procurement Division, Office of Small Business and DVBE Services (OSDS).

In order to claim the Small Business Preference, Bidder's proposal must contain a copy of each OSDS Small Business Certification Letter or must evidence the application(s) is/are on-file at OSDS. Bidders not certified by 5:00 p.m. on the Final Proposal due date must be certified prior to the proposed date of the Letter of Intent to Award (see Section I.E – Key Action Dates).

Additionally, Bidders must meet all the requirements of California Code of Regulations Section 1896, et seq. to claim this preference.

In addition, on January 1, 2004, Chapter 623, Statutes of 2003, became effective and required all Small Businesses, Micro Businesses and Disabled Veteran Business Enterprises (DVBES) to perform a "Commercially Useful Function" in any contract they perform for the State. State Form GSPD-05-105 located at: <http://www.documents.dgs.ca.gov/pd/delegations/GSPD105.pdf> and a complete Form V-F: Small Business Certification Form must be completed by bidders utilizing small business contractors. Form V-F is located in Appendix C.

A business that is performing a Commercially Useful Function is one that does all of the following:

- a. Is responsible for the execution of a distinct element of the work of the contract;
- b. Carries out its obligation by actually performing, managing, or supervising the work involved;
- c. Performs work that is normal for its business, services and function, and
- d. Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices

Requirement A15: Bidders requesting Small Business Preference must provide Form V-F and all documentation required in Form V-F, which is located in Appendix C.

Please refer to Section IX – Evaluation and Selection for more information regarding the scoring of the Small Business Preference.

H. Qualification To Do Business In The State Of California

The Prime Bidder and all subcontractors proposed which are to receive 10% or more of the total compensation must be qualified to do business and in good standing in California, and for such firms, the Bidder's proposal must contain California business qualification(s). For more information on how to obtain qualification to do business in California, or to obtain copies of such certification, see the California Secretary of State Business Portal at their website: <http://www.ss.ca.gov/business/business.htm>

Requirement A16: The Prime Bidder and all subcontractors proposed which are to receive ten percent or more of the total compensation must submit a California Certificate of Good Standing.

I. Other Administrative Requirements**1. Subcontractor Requirements**

Any subcontractor that the bidder chooses to use in fulfilling the requirements of this RFP, and which is expected to receive more than 10 percent of the value of the contract must complete Form V-G, Subcontractor Information. Upon award, notice shall be given by DGS to the subcontractors listed on Form V-G, in Appendix C, of their participation in the contract. Notification to the subcontractor(s) by the Contractor is encouraged immediately after award of a contract.

Bidders must complete and sign the Bidder Declaration, GSPD-05-105 and include it with the bid. All proposed subcontractors must be identified on the form. Bidders must download the form at:
<http://www.documents.dgs.ca.gov/pd/delegations/GSPD105.pdf>.

Requirement A17: Bidders must provide completed and signed Forms V-G and a Bidder Declaration Form GSPD-05-105.

2. Payee Data Record, STD. 204

Bidders must submit a signed Payee Data Record, STD. 204 with their Final Proposal submission. Bidders must download the form at:
<http://www.documents.dgs.ca.gov/osp/pdf/STD204.pdf>

Requirement A18: Bidders must submit a signed Payee Data Record (STD. 204).

J. Testing and Acceptance

Two months prior to delivery of the fully configured software, the Contractor will provide to Caltrans documentation of Contractor's planned test activities that validate compliance with all requirements.

Prior to delivery of the configured software to Caltrans, the Contractor will demonstrate to designated Caltrans personnel, all specifications and functionality as set forth in Contract 1 – Configuration and Training. The demonstration will occur at a Caltrans facility in Sacramento, CA.

Within one month following the demonstration, Caltrans will perform acceptance testing to confirm that the software is functioning as required. It will be the decision of the Caltrans Contract Manager when acceptance testing has been successfully completed. Problems discovered during the acceptance testing will be documented in writing, by the Caltrans Contract Manager, and provided to the Contractor's onsite support staff. Such problems must be corrected within 10 State business days.

Requirement A19: Bidder must affirm on Form V-H in Appendix C, concurrence with this requirement.