

**DEPARTMENT OF TRANSPORTATION**

ADMINISTRATION

DIVISION OF PROCUREMENT AND CONTRACTS
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SACRAMENTO, CA 95816-7006
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a California Way of Life.*

November 5, 2024

Request for Quote for Information Technology Services

RFQ-ITS# 51A0611

Notice to Prospective Bidders

You are invited to review and respond to this **Request for Quote for Information Technology Services (RFQ-ITS) Number 51A0611**, entitled **“Software Maintenance Services for the Intelligent Roadway Information System (IRIS)”**. In submitting your bid, you shall comply with the instructions found herein. In addition to those programs and preferences that are specified in this solicitation, prospective Contractors are encouraged to consider programs and preferences that are available, such as those for the use of small businesses, disadvantaged businesses, disabled veteran businesses, and other businesses covered by State and Federal programs and preferences.

The California Department of Transportation (Caltrans) is committed to meeting the State's 25 percent (25%) Small Business participation goal, as required by Governor Executive Order S-02-06 and want to encourage Certified Small Businesses (SB), Microbusinesses (MB), and any Contractors willing to commit to subcontracting a minimum of 25 percent (25%) of their net bid price to certified SB or MB to submit quotes.

A Disabled Veteran Business Enterprise (DVBE) goal is not required, but DVBE participation is encouraged, and a DVBE incentive may apply to this RFQ. See **Section D, Special Programs, Item 1**, in this RFQ for requirements.

All Agreements entered into with the Department of Transportation (Caltrans) will include, by reference, Department of General Services (DGS) [Bidder Instructions \(GSPD-451\)](#) and [General Provisions—Information Technology \(GSPD-401 IT\)](#) (Reference **Section C6, Quote Submittal**).

The designated contact person for this RFQ is:

Nicolas Tom
California Department of Transportation
Phone: (279) 234-2643
Nicolas.Tom@dot.ca.gov

Please note that no **verbal** information given will be binding upon Caltrans unless such information is issued in writing as an official addendum. Technical questions regarding this solicitation will be addressed, in writing, in accordance with the Questions and Answers portion of this RFQ-ITS. See **Section C2, Questions and Answers** for more details.

Sincerely,

NICOLAS TOM
Contract Analyst

Table of Contents

Section	Page
A) Purpose and Description of Services	1
B) Minimum Qualifications for Bidders	1
C) Proposal Requirements and Information	1
1. Time Schedule	1
2. Questions and Answers	1
3. Costs Included in Quote Rates	2
4. RFQ-ITS Response Guidelines	2
5. Cost Sheet Requirements	2
6. Quote Submittal	3
7. Evaluation and Selection	4
D) Special Programs	5
1. Disabled Veteran Business Enterprise (DVBE) Participation Requirement	5
2. Small Business Enterprise or Micro Business Preference	6
E) Miscellaneous Award Issues	7
F) Pre-Award Audit	7
G) Protest	7
H) Award	8
I) Insurance	8
J) Disposition of Quotes	8
K) Standard Conditions of Service	8
L) Standard Title VI/Nondiscrimination Assurances	9
M) Exclusion of Conflict of Interest	9
N) Unfair Practices Act and Other Laws	9
O) Generative Artificial Intelligence (GenAI) Disclosure & Factsheet	9
P) Executive Order N-6-22 – Russian Sanctions	9
Attachments	
1. Cost Sheet (ADM-1412)	
2. Confidentiality Statement	
3. Bid/Bidder Certification Sheet	
4. Bidders Declaration, GSPD-05-105	
5. California Civil Rights Laws Certification	
6. Generative Artificial Intelligence (GenAI) Disclosure & Factsheet	
7. Required Attachments Checklist	
8. Proposed Form of Agreement, STD 213: Exhibit A, Statement of Work	
Exhibit B, Budget Detail and Payment Provisions	
Exhibit C, Information Technology (GSPD-401IT) Revised and Effective 6/21/22	
Exhibit D, Special Terms and Conditions	
Exhibit E, Additional Provisions	
Exhibit F, Security and Privacy Provisions	

A) Purpose and Description of Services

1. The Contractor shall provide software maintenance services to the California Department of Transportation (hereinafter referred to as, "Caltrans") for the Intelligent Roadway Information System (IRIS) application system. All versions of the IRIS software are proprietary and owned by Caltrans.
2. Caltrans District Transportation Management Centers (TMCs) use the IRIS. The IRIS is a custom-built software, and most versions of the IRIS software are proprietary. However, information related to the IRIS will be released to the contracted parties upon the execution of the Confidentiality and Nondisclosure Agreements.
3. Refer to the **Proposed Form of Agreement, Exhibit A**, which is attached to this RFQ as **Attachment 8** for a more complete description of the services.

B) Minimum Qualifications for Bidders

1. The Contractor shall provide the required personnel to support this project. All roles shall have a minimum of five (5) years of experience working on Intelligent Transportation Systems (ITS) for a Department of Transportation (DOT). At a minimum, the Contractor's project team personnel shall include these key personnel roles:
 - a) Project Manager (PM)
 - b) Design Engineer (DE)
 - c) Software Engineer (SWE)
2. Contractor's staff shall meet all qualifications listed in **Exhibit A, Section 16, Allowable Classifications and Minimum Qualifications**.
3. Failure of Bidder to sufficiently provide any or all the minimum qualifications, in the opinion of Caltrans, will result in the Bidder's bid deemed non-responsive.

C) Proposal Requirements and Information

1. Time Schedule

It is recognized that time is of the essence. All bidders are hereby advised of the following schedule and will be expected to adhere to the required dates and times.

Event	Date	Time (Pacific Time)
Release of RFQ-ITS	12/05/2024	
Submission of written questions	12/12/2024	
Submission of Quotes (by date and time)	12/19/2024	2:00 PM
Bid Opening	12/19/2024	2:30 PM
Posting of Intent to Award (estimate)	12/20/2024	
Proposed Agreement Award Date (estimate)	12/27/2024	

All dates after the Submission of Quotes (date and time) are approximate and may be changed if needed to allow the State additional time for evaluation and contract execution.

2. Questions and Answers

- A. Questions regarding this RFQ must be submitted in writing by **December 12, 2024**. Bidders are encouraged to submit their written questions via e-mail to **Nicolas.tom@dot.ca.gov**.
- B. Written questions must include: the individual's name, firm name, complete address and must reference **RFQ No. 51A0611**. Questions must be emailed to:

Email: Nicolas.tom@dot.ca.gov

C. Written responses to all questions will be collectively compiled and posted, as an Addendum, to the Cal eProcure website (<https://caleprocure.com/pages/index.aspx>). It is the responsibility of the Bidder to access the website for any changes or addenda that may be posted. Refer to this **RFQ-ITS, Section C)1, Time Schedule**, for the schedule of events and dates/times. It is the responsibility of the bidder to check Cal eProcure for all addenda. Bidder can contact the Contract Analyst named above.

3. Costs Included in Quote Rates

Bid prices/rates shall include the cost of employer payments to or on behalf of employees, subsistence, travel, compensation insurance premiums, unemployment contributions, social security taxes, contract bond premiums, and any other taxes or assessments, including but not limited to, sales and use taxes required by law or otherwise and no additional allowance will be paid unless separate payment provisions in the Agreement should specifically provide otherwise.

4. RFQ-ITS Response Guidelines

Responses to this RFQ-ITS must contain all data/information requested and must conform to the format described in this RFQ-ITS. It is the Bidder's responsibility to provide all required data and any other information deemed necessary for the State's evaluation team to determine and verify the Contractor's ability to perform the tasks described herein.

5. Cost Sheet Requirements

A. Cost Detail Format

- 1) Bidder must complete the Cost Sheet that identifies the total cost per transaction as described in the Statement of Work of the Proposed Form of Agreement (**Attachment 8, Exhibit A**) using the format in **Attachment 1–Cost Sheet**. This Cost Sheet includes an entry for Optional Amendment Costs. These costs would be in effect should the State exercise its option to extend the term and/or add funds to the Contract.
- 2) The resulting Agreement cannot exceed the budgeted allocation of **\$300,000.00**. The Cost Sheet, and only the Cost Sheet, shall list all items that will be charged to Caltrans including travel charges that will be assessed and included in the bid amount. Costs shall be segregated to show actual salary costs including hours, rates, classifications, administrative overhead and fringe benefit expenses, unless otherwise noted on the Cost Sheet.
- 3) Cost Sheet shall follow the cost format provided in **Attachment 1**.

B. Page Headers and Page Numbering

All pages of the Cost Sheet, including cover pages, Table of Contents, and if applicable, Special Programs documents such as DVBE forms: Disabled Veteran Business Enterprise Declaration (STD 843); the Bidder Declaration (GSPD-05-105), as appropriate; shall have the following header and page numbering format in the upper right-hand corner:

Cost Sheet
Agreement No. 51A0611
Date
Attachment 1
Page # of ##

6. Quote Submittal

- A. Carefully examine the entire RFQ-ITS and any addenda thereto, and all related materials and data referenced in this RFQ-ITS or otherwise available to the bidder. Bidder should become fully

aware of the nature and location of the work, the quantities of the work, and the conditions to be encountered in performing the work.

- B. Quotes should provide straightforward and concise descriptions of the bidder's ability to satisfy the requirements of this RFQ-ITS. The quote must be complete and accurate. Omissions, inaccuracies, or misstatements will be sufficient cause for rejection of a quote.
- C. **Caltrans does not accept alternate Agreement language from a prospective contractor. A proposal with such language will be considered a counter proposal and will be rejected.**
- D. The State's IT General Provisions (GSPD-401IT) and Bidder Instructions (GSPD-451) are incorporated herein and are not negotiable.

GSPD 401IT (6/21/22): <https://www.dgs.ca.gov/-/media/Divisions/PD/PTCS/OPPL/Model-Language/IT/ITGeneralProvisions062122.pdf?la=en&hash=A627F242C01919F872687EC62B8BC6BF41BE876E>

GSPD-451: <http://www.documents.dgs.ca.gov/dgs/fmc/gs/pd/DGSPD%20451.pdf>

- E. Bids which contain false or misleading statements, or which provide references which do not support an attribute or condition claimed by the bidder, may be rejected. If, in the opinion of the State, such information was intended to mislead the State in its evaluation of the bid, and the attribute, condition, or capability is a requirement of this RFQ-ITS, it will be the basis for rejection of the bid.
- F. Responses to this RFQ-ITS shall be submitted no later than **2:00 p.m., December 19, 2024**, and addressed as follows (reference **Section C1, Time Schedule**). Quotes received **after** this time and date will be rejected and returned unopened unless the deadline is extended by Addendum.
- G. All Responses shall include the documents identified in this RFQ-ITS **Required Attachments Checklist, Attachment 7**. Proposal and/or Cost Sheet Packages not including the proper "required attachments" shall be deemed non-responsive. A non-responsive proposal is one that does not meet the basic proposal requirements.
- H. Proposal must be submitted for the performance of all services described herein. Any deviation from the work specifications will not be considered and will cause a proposal to be rejected.
- I. Quotes (Technical and Cost) must be sealed and labeled (as instructed below). Mail or deliver package to the following location:

Mailed Or *Deliver To:

Department of Transportation
Division of Procurement and Contracts
Attention: Nicolas Tom
1727 30th Street, MS-65
Sacramento, CA 95816

In the upper portion of the sealed mailing envelope, label outer package

RFQ-ITS # 51A0611

RFQ-ITS Title: Software Maintenance Services for **Intelligent Roadway Information System**

Firm Name: _____

DO NOT OPEN

- J. Responses received after this time and date will be rejected and returned unopened.

- K. Responses not submitted under sealed cover and marked as indicated may be rejected. If the quote is made under a fictitious name or business title, the actual legal name of bidder must be provided.
- L. Responses must be submitted for the performance of all services described herein. Any deviation from the work specifications will not be considered and will cause a proposal to be rejected.
- M. A response may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. Caltrans may reject a proposal that is not responsive, does not meet the technical standards, or is not from a responsible bidder, or may reject all quotes. Caltrans may also waive any immaterial deviation in a proposal. Caltrans waiver of immaterial defect shall in no way modify the RFQ-ITS document or excuse the bidder from full compliance with all requirements if the bidder is awarded the Agreement.
- N. Costs for developing quotes and in anticipation of award of the Agreement are entirely the responsibility of the bidder and shall not be charged to the State of California.
- O. A bidder may modify a proposal after its submission by withdrawing its original proposal and resubmitting a new proposal prior to the proposal submission deadline. Proposal modifications offered in any other manner, oral or written, will not be considered.
- P. A bidder may withdraw its proposal by submitting a written withdrawal request to Caltrans that is signed by the bidder or an authorized agent. A bidder may thereafter submit a new proposal prior to the proposal submission deadline. Quotes may not be withdrawn without cause subsequent to proposal submission deadline.
- Q. Caltrans may modify the RFQ-ITS up to the specified time of the date fixed for proposal submissions by the issuance of an addendum to all parties who received a proposal package. All addenda prior to the submission deadline are also posted on Cal eProcure: [\(https://caleprocure.com/pages/index.aspx\)](https://caleprocure.com/pages/index.aspx).
- R. Caltrans reserves the right to reject all quotes for reasonable cause.
- S. Bidders are cautioned to not rely on Caltrans during the evaluation to discover and report to the bidder any defects and errors in the submitted documents. Before submitting their documents, bidders should carefully proof them for errors and adherence to the RFQ-ITS requirements.
- T. Where applicable, bidder should carefully examine work sites and specifications. Bidder shall investigate conditions, character, and quality of surface or subsurface materials or obstacles that might be encountered. No additions or increases to the agreement amount will be made due to a lack of careful examination of work sites and specifications.
- U. More than one proposal or a proposal that includes various options or alternatives from an individual, firm, partnership, corporation or association under the same or different names, will be rejected. Reasonable grounds for believing that any bidder has submitted more than one proposal for the work contemplated herein will cause the rejection of all proposals submitted by that bidder. If there is reason for believing that collusion exists among the bidders, none of the participants in such collusion will be considered in this or future procurements.

7. Evaluation and Selection

- A. Bid opening will be held via teleconference at **2:30 p.m.** on the date specified in **Section C, Bid Requirements and Information, Item 1, Time Schedule**. Bidders may participate via teleconference by calling **1-866-700-7952** and entering the pass code **7089821#**. Calls will be accepted beginning at **2:15 p.m.** until the conclusion of the bid opening. Bids will be read in Agreement numeric order; questions will not be allowed; and information will not be repeated. Bid opening results will be posted online on the Division of Procurement and Contracts website

at <https://dot.ca.gov/programs/procurement-and-contracts/bid-results> by 12:00 p.m. on the day following the bid opening. The Agreement will be awarded to the lowest responsible bidder meeting the requirements outlined in the RFQ.

- B. At the time of bid opening, each bid proposal's total and any small business and/or micro business information (if applicable) will be read aloud. Bids are considered preliminary pending review and verification of applicable bid requirements such as: small business preference, DVBE, DBE, licensing, bonding, qualifications, or other requirements as stated in the RFQ. Agreements will be awarded to the lowest responsive responsible bidder.
- C. Each bid will be checked for the presence or absence of required information in conformance with the submission requirements of this RFQ. Caltrans will check the bid submittal package to verify it received all required documents. Positive verification of required documents will be performed to determine its responsiveness to the State's needs.
- D. Bids that contain false or misleading statements, or which provide references, which do not support an attribute or condition claimed by the bidder, shall be rejected.
- E. The Agreement, if awarded, shall be awarded to the lowest responsible bidder meeting the specifications. A bid meets the specifications if it complies with all of the requirements in this solicitation. In the event of a tie bid, Caltrans will draw lots to determine the successful bidder. Only one proposal or bid may be submitted by an entity: individual, firm, partnership, corporation, joint venture, or combination thereof. Receipt of more than one bid from an entity will result in all bids from that entity being rejected and returned to the bidder.

D) Special Programs

1. Disabled Veteran Business Enterprise (DVBE) Participation Requirements

DVBE Participation Program with No Goals

A DVBE goal is not required, but DVBE participation is encouraged, and a DVBE incentive may apply to this RFQ-ITS. See below in this RFQ-ITS for requirements.

DVBE Incentive Program

- 1) The DVBE Incentive Program applies to this solicitation. It is separate from the DVBE Participation Program and was established in Military and Veterans Code Sections 999 et seq., and Title 2, California Code of Regulations, Sections 1896.99 et seq., to encourage proposers to partner with DVBE subcontractors. A dollar cap of \$100,000 is set for all combined incentives and preferences. The incentive is used only for evaluation purposes to arrive at the successful bidder and does not alter the amounts of the actual bid. Any responsive and responsible proposer with the confirmed DVBE participation per the Table in **paragraph 3** below is eligible to receive the incentive. Proposers who are not responsive and responsible regardless of the amount of DVBE participation are not eligible to receive the incentive.
- 2) Caltrans will apply an incentive to quotes proposing the utilization of DGS Certified DVBE firms identified on the Bidder Declaration, GSPD-05-105. Information provided on the Bidder Declaration, GSPD-05-105, shall be verified by Caltrans prior to the award of the contract. The incentive amount is equal to a percentage of the lowest responsive and responsible proposal based on the amount of DVBE participation in the proposal being evaluated per the Table below.
- 3) Table for RFQ-ITS

Goal Not Required

Verified DVBE Participation	DVBE Incentive Amount
5% or more	5%
4% - 4.99%	4%
3% - 3.99%	3%
2% - 2.99%	2%
.01% - 1.99%	1%

- 4) When applying the DVBE incentive a Non-SB shall not displace an award to a California Certified Small Business. Nor shall the DVBE incentive exceed five percent (5%) of the total possible points.
- 5) Additional information: <https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Certify-or-Re-apply-as-Small-Business-Disabled-Veteran-Business-Enterprise?search=small%20business%20program>.

2. Small Business (SB) or Microbusiness (MB) Preference

- A. Government Code Sections 14835 et seq. requires that a five percent (5%) preference be given to proposal's who qualify as a Certified SB or MB. The rules and regulations of this law, including the definition of a small business for the delivery of services, are contained in Title 2, California Code of Regulations, Section 1896 et seq.
- B. To claim the SB or MB preference, your firm must have its principal place of business located in California and be certified by the DGS, OSDS. The preference amount may not exceed \$50,000 for any proposal. If proposer is claiming the five percent (5%) certified SB or MB preference, complete the **Bid/Bidder Certification Sheet, Attachment 4**, and attach a copy of your certification.
- C. Pursuant to Government Code Section 14838 and Title 2, California Code of Regulations, Section 1896, if a proposer is not a certified SB but wishes to be eligible for the five percent (5%) "non-SB" preference, the proposer must subcontract at least 25 percent (25%) of its net proposed price to one or more certified small businesses. If proposer is claiming the five percent (5%) "non-SB" preference, complete the **Bid/Bidder Certification Sheet, Attachment 4**, and complete Bidder Declaration, GSPD-05-105, with the names of all certified SB firms being claimed for credit. Attach a copy of the subcontractor's Certified SB certificate for each SB subcontractor and a copy of all SB subcontractor's quote to the Bidder Declaration, GSPD-05-105.
- D. This preference shall not be awarded to a noncompliant bidder and shall not be used to achieve any applicable minimum requirements.
- E. Certified SB bidder(s) shall have precedence over NSB bidders in the application of SB preference(s).
- F. SB preferences may not be applied to any bid deemed non-responsive with the solicitation instructions or from a non-responsible bidder.
- G. Questions regarding the certification approval process or SB program should be directed to OSDS at (800) 559-5529 or (916) 375-4940. For 24-Hour Recording and Mail Request, call (916) 322-5060, or email: osdshelp@dgs.ca.gov.
- H. Additional references are at <https://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Office-of-Small-Business-and-Disabled-Veteran-Business-Enterprise/Certification-Program>.

- I. SB or MB proposers or proposers using the "Non-Small Business" preference shall be granted a preference consisting of five percent (5%) of the highest responsible proposer's total score.
4. **Small Business Nonprofit Veteran Service Agencies (SB/NVSA)**—SB/NVSA prime bidders meeting requirements specified in the Military and Veterans Code Sections 999.50 et seq. and obtaining a California certification as a small business are eligible for the five percent (5%) small business preference. If applicable, claim the preference in the box on the right hand side of the first page of this solicitation.

E) Miscellaneous Award Issues

1. Caltrans does not negotiate rates and/or costs listed on any Quote submitted for the RFQ-ITS.
2. If no quotes are received containing bids offering a price, which in the opinion of Caltrans is a reasonable price, Caltrans is not required to award an Agreement (Pub. Cont. Code Section 10344(d)).
3. The bidder is advised that should this RFQ-ITS result in an award of an Agreement, the Agreement will not be in force and no work shall be performed until the Agreement is fully approved by Caltrans and the bidder is notified by the Caltrans Contract Manager to begin work.
4. In the event of a precise tie, lots will be drawn to determine the successful bidder, or if applicable, the tie will be broken in accordance with Government Code 13838(f).

F) Pre-Award Audit

Prior to award of the Agreement, a pre-award audit may be performed. The pre-award audit will be conducted in accordance with generally accepted governmental auditing standards as promulgated by the United States General Accounting Office. The scope of the audit will consist of such tests as the auditors consider necessary to assure that the proposal satisfactorily meets the requirements outlined in Items 1-3 below prior to execution of the Agreement. Upon completion of a pre-award audit, if, in Caltrans judgment, one or more of these requirements is not satisfactorily met, Agreement award may be canceled.

1. At the time of the pre-award audit, the proposal must demonstrate through actual historical data that its accounting system is capable of accumulating and segregating reasonable, allocable, and allowable costs. For new businesses, if actual historical data is unavailable or the accounting system is newly implemented, the system will be tested to determine whether the accounting system is adequate and, if necessary, recommend that an interim audit be performed. At a minimum, the proposal must have an accounting system that meets the following objectives.
 - A. The ability to record and report financial data in accordance with generally accepted accounting principles and the Code of Federal Regulations, Title 48, Federal Acquisition Regulations System, Chapter 1, Part 31.
 - B. The ability to accumulate and segregate reasonable, allocable and allowable costs through the use of a cost accounting system
 - C. A system of record keeping ensuring that costs billed Caltrans will be supported by adequate documentation and in compliance with the terms of the Agreement and applicable Federal and State regulations.
 - D. Procedures to retain accounting records and source documentation as required by the terms of the Agreement and applicable Federal and State regulations.
 - E. A system of internal control, which provides reasonable assurance that assets are protected; financial data, records and statements are reliable; and errors and irregularities are promptly discovered, reported and corrected.
2. The bidder must be financially capable of performing the work.

3. The costs proposed must be reasonable.

G) Protest

Proposers have the right to protest the award of Caltrans Agreements subject to the following grounds, processes, and procedures.

1. If any proposer, prior to the award of Agreement, files a protest with Caltrans, Protest Unit, and the DGS, Procurement Division, on the grounds that the (protesting) proposer would have been awarded the Agreement had the Agency correctly applied the evaluation standard in the RFQ-ITS, or if the Agency followed the evaluation and scoring methods in the RFQ-ITS, the Agreement shall not be awarded until either the protest has been withdrawn or the State has decided the matter. It is suggested that you submit any protest by certified or registered mail to:

Department Of Transportation
Division of Procurement and Contracts
Attention: Protest and Disputes Manager
1727 30th Street, MS 65
Sacramento, CA 95816-7006
Phone Number: (916) 639-6340

Department Of General Services
Procurement Division
Attention: Protest Coordinator
707 Third Street
West Sacramento, CA 95605
Phone Number: (916) 375-4400
[Refer to GSPD-451 Section 21](#)

2. **Within five (5) days** after filing the initial protest, the protesting proposer shall file with the DGS, Procurement Division and Caltrans, Protest Unit, a full and complete written statement specifying the grounds for the protest. It is suggested that you submit this complete written statement by certified or registered mail.

H) Award

1. Upon award of the Agreement, the successful bidder must complete and submit to Caltrans the Payee Data Record (STD 204), listing their Taxpayer Identification Number to determine if the bidder is subject to State income tax withholding pursuant to California Revenue and Taxation Code Section 18662. This form can be found on the Internet at <https://www.dgs.ca.gov/Resources/Statewide-Forms>. No payment shall be made unless a completed STD 204 has been returned to Caltrans.
2. Award of contract, if made, will be in accordance with the RFQ information on Evaluation to a responsible bidder whose bid complies with all the requirements of the RFQ documents and an addenda thereto, except for such immaterial defects as may be waived by the State. Award, if made, will be made within forty-five (45) days after the scheduled date for Contract Award as specified in the RFQ; however, a bidder may extend the offer beyond 45 days in the event of a delay of contract award.
3. Caltrans reserves the right to determine the successful bidder(s) either on the basis of individual items or on the basis of all items included in its RFQ, unless otherwise expressly provided in the State's RFQ. Unless the bidder specifies otherwise in its bid, the State may accept any item or group of items of any bid. The State reserves the right to modify or cancel in whole or in part its RFQ.
4. Written notification of the State's intent to award will be made to all bidders. If a bidder, having submitted a bid, can show that its bid, instead of the bid selected by the State, should be selected for contract award, the bidder will be allowed five (5) working days to submit a Notice of Intent to Protest, according to the instructions contained in the paragraph titled "Protests" of this RFQ.

I) Insurance

1. The bidder, who receives the Agreement award, must provide a Certificate of Insurance providing proof of insurance to the Division of Procurement and Contracts within 10 (ten) working days from the date of notification of award. The State's Office of Risk and Insurance Management will review

insurance certificates and/or proof of self-insurance documentation before execution of the Agreement. Refer to the Proposed Form of Agreement, Exhibit E, (**Attachment 8**), for the applicable and specific Insurance requirements and coverage limits.

2. The insurance carrier shall provide an endorsement for the additional insured statement as follows:

Caltrans, State of California, its officers, agents, and employees shall be included as additional insured, but only with respect to work performed for the State of California under this Agreement.

The additional insured endorsement must accompany the certificate of insurance.

3. Satisfying A Self-Insured Retention (SIR)

All insurance required by this Agreement must allow, but not require, the State to pay any SIR and/or act as Contractor's agent in satisfying any SIR. The choice to pay any SIR and/or act as Contractor's agent in satisfying any SIR is at the State's discretion. If the State chooses to pay any SIR and/or act as Contractor's agent in satisfying any SIR, Contractor shall reimburse the State for the same.

4. Available Coverages/Limits

In the event the insurance coverages obtained by Contractor is broader in scope than, and/or the limits are higher than, those required under the Agreement, all such broader coverage and/or higher limits available to Contractor shall also be available and applicable to the State.

J) Disposition of Quotes

Upon proposal opening, all documents submitted in response to this RFQ-ITS will become the property of the State of California and will be regarded as public records under the California Public Records Act (Gov. Code Sections 6250 et seq.) and subject to review by the public. The State cannot prevent the disclosure of public documents. However, the contents of all proposals, draft proposals, correspondence, agenda, memoranda, working papers, or any other medium which discloses any aspect of a bidder's proposal, shall be held in the strictest confidence until the "Notice of Intent to Award" is posted. We recommend that you register the copyright for any proprietary material submitted.

K) Standard Conditions of Service

1. Service shall be available no sooner than the express date set by Caltrans and the bidder after all approvals have been obtained and the Agreement is fully executed. Should the bidder fail to commence work at the agreed-upon time, Caltrans, upon five (5) days written notice to the Contractor, reserves the right to terminate the Agreement. In addition, the bidder shall be liable to the State for the difference between the bidder's proposal price and the actual cost of performing work by the second-lowest bidder or by another Contractor.
2. All performance under the Agreement shall be completed on or before the termination date of the Agreement.
3. No oral understanding or agreement shall be binding on either party.
4. If the bidder is awarded the Agreement and refuses to sign the Agreement presented for signature within the time and manner required, the bidder will be liable to Caltrans for actual damages resulting to Caltrans therefrom or 10 percent (10%) of the amount proposed, whichever is less.

L) Standard Title VI/Nondiscrimination Assurances (DOT Order No. 1050.2A)

The California Department of Transportation, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC Sections 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

M) Exclusion for Conflict of Interest

No consultant shall be paid out of State funds for developing recommendations on the acquisition of information technology (IT) products or services or assisting in the preparation of a feasibility study if that consultant is to be a source of such acquisition or could otherwise directly and/or materially benefit from State adoption of such recommendations or the course of action recommended in the feasibility study. Further, no consultant shall be paid out of State funds for developing recommendations on the disposal of State surplus IT products, if that consultant would directly and/or materially benefit from State adoption of such recommendations.

N) Unfair Practices Act and Other LAWS

Bidder warrants that its bid complies with the Unfair Practices Act (Bus. and Prof. Code Sections 17000 et seq.) and all applicable State and Federal laws and regulations.

O) Generative Artificial Intelligence (GenAI) Disclosure NOTIFICATION

1. The State of California seeks to realize the potential benefits of GenAI, through the development and deployment of GenAI tools, while balancing the risks of these new technologies.
2. Offerors must notify the State in writing if their solution or service includes, or makes available, any GenAI technology, including GenAI from third parties or subcontractors. The State has developed a GenAI Disclosure & Factsheet to be completed by the Offeror.
3. Failure to disclose GenAI to the State and submit the [GenAI Disclosure & Factsheet](#) will result in disqualification of the Offeror and may void any resulting contract. The State reserves its right to seek any and all relief it may be entitled to as a result of such non-disclosure.
4. Upon receipt of an Offeror [GenAI Disclosure & Factsheet](#) the state reserves the right to incorporate GenAI Special Provisions into the final contract or reject offers that present an unacceptable level of risk to the state.

COST SHEET

ADM-1412 (REV. 11/2019)

ATTACHMENT 1

Contractor's Name (Please Print):							
Tasks	Classification	Sub-contractor (Y/N)	Staff Name	Unit of Measure	Estimated Total Hours	Price Per Unit of Measure	Total
<u>Hourly by Task Order:</u> • System Monitoring Services • Maintenance Services • Training Services • Software Change Services	Project Manager			Hourly	120	\$	\$
	Design Engineer			Hourly	200	\$	\$
	Software Engineer			Hourly	1128	\$	\$
TOTAL THIS COST SHEET						\$	

- 1) The above quantities are estimates only and are given as a basis for comparison of bids. No guarantee is made or implied as to the exact quantity that will be needed.
- 2) In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail.
- 3) Please do not alter, modify, or change this bid proposal sheet. Any alterations, modifications, or changes to this bid proposal sheet will be grounds to reject the bid.
- 4) Each line item must be bid. Please do not leave any unit price column blank or this bid proposal sheet will be disqualified from competition for contract award

Optional Amendments

The Agreement amendment shall be for up to an additional **one (1) year** and an increase in the agreement value of up to **\$100,000.00** above the value of the awarded Agreement.

OPTIONAL AMENDMENT (Per Statement of Work, Item 6)						
Tasks	Classification	Sub-contractor (Y/N)	Staff Name	Unit of Measure	Estimated Total Hours	Price Per Unit of
<u>Hourly by Task Order:</u>						
• System Monitoring Services	Project Manager			Hourly	1	\$
• Maintenance Services	Design Engineer			Hourly	1	\$
• Training Services						
• Software Change Services	Software Engineer			Hourly	1	\$

- 5) The above quantities are estimates only and are given as a basis for comparison of bids. No guarantee is made or implied as to the exact quantity that will be needed.
- 6) In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail.
- 7) Please do not alter, modify, or change this bid proposal sheet. Any alterations, modifications, or changes to this bid proposal sheet will be grounds to reject the bid.
- 8) Each line item must be bid. Please do not leave any unit price column blank or this bid proposal sheet will be disqualified from competition for contract award

Attachment 2
Confidentiality Statement

As an authorized representative and/or corporate officer of the company named below, I warrant my company and its employees will not disclose any documents, diagrams, information and information storage media made available to us by the State for the purpose of responding to **RFQ-ITS 51A0611** or in conjunction with any contract arising therefrom. I warrant that only those employees who are authorized and required to use such materials will have access to them.

I further warrant that all materials provided by the State will be returned promptly after use and that all copies or derivations of the materials will be physically and/or electronically destroyed. I will include with the returned materials, a letter attesting to the complete return of materials, and documenting the destruction of copies and derivations. Failure to so comply will subject this company to liability, both criminal and civil, including all damages to the State and third parties. I authorize the State to inspect and verify the above.

I warrant that if my company is awarded the contract, it will not enter into any agreements or discussions with a third party concerning such materials prior to receiving written confirmation from the State that such third party has an agreement with the State similar in nature to this one.

Signature of representative

Date

Typed name of representative

Typed name of company

Attachment 3
Bid/Bidder Certification Sheet

Only an individual who is authorized to bind the bidding firm contractually shall sign the **Bid/Bidder Certification Sheet**. The signature must indicate the title or position that the individual holds in the firm. This Bid/Bidder Certification Sheet must be signed and returned along with all "required attachments" as an entire package with **original signatures**. The bid must be transmitted in a sealed envelope in accordance with RFQ instructions.

- A. Our all-inclusive bid is submitted in a sealed envelope marked "**Bid Submittal–Do Not Open.**"
- B. All required attachments are included with this certification sheet.
- C. The signature affixed hereon and dated certifies compliance with all the requirements of this bid document. The signature below authorizes the verification of this certification.
- D. The signature and date affixed hereon certifies that this bid is a firm offer for a 90-day period.

An Unsigned Bid/Bidder Certification Sheet May Be Cause for Bid Rejection

1. Company Name	2. Telephone Number ()	2a. Fax Number ()
-----------------	------------------------------	-------------------------

2b. Email Address

3. Address

Indicate your organization type:

4. Sole Proprietorship 5. Partnership 6. Corporation

Indicate the applicable employee and/or corporation number:

7. Federal Employee ID No. (FEIN) 8. California Corporation No.

Indicate the Department of Industrial Relations information:

9. Contractor Registration Number

Indicate applicable license and/or certification information:

10. Contractor's State Licensing Board Number	11. PUC License Number CAL-T-
---	----------------------------------

12. Bidder' Name (Print)

13. Title

14. Signature

15. Date

16. Are you certified with the Department of General Services, Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS) as:

a. Small Business Enterprise Yes No

If yes, enter certification number:

b. Disabled Veteran Business Enterprise Yes No

If yes, enter your service code below:

Note: A copy of your Certification is required to be included if either of the above items is checked "Yes".

Date application was submitted to OSDS, if an application is pending: _____

17. Are you a Non-Small Business committing to the use of 25% Certified Small Business Subcontractor Participation? Yes No

If Yes, complete and return the Bidder Declaration form, GSPD-05-105 with your bid.

Attachment 3
Bid/Bidder Certification Sheet

Completion Instructions for Bid/Bidder Certification Sheet

Complete the numbered items on the Bid/Bidder Certification Sheet by following the instructions below.

Item Numbers	Instructions
1, 2, 2a, 2b, 3	Must be completed. These items are self-explanatory.
4	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
5	Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.
6	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
7	Enter your federal employee tax identification number.
8	Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
9	Enter your Contractor Registration Number assigned by the Department of Industrial Relations (DIR). This Information will be used to determine if you are registered with DIR.
10	Complete if your firm holds a California contractor's license. This information will be used to verify possession of a contractor's license for public works agreements.
11	Complete if your firm holds a PUC license. This information will be used to verify possession of a PUC license for public works agreements.
12, 13, 14, 15	Must be completed. These items are self-explanatory.
16	If certified as a Small Business Enterprise, place a check in the "yes" box, and enter your certification number on the line. If certified as a Disabled Veterans Business Enterprise, place a check in the "Yes" box and enter your service code on the line. If you are not certified to one or both, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to the Department of General Services, Office Small Business and DVBE Services. To get certified, go to https://www.dgs.ca.gov/PD/About/Content/PD-Branch-Intro-Accordion-List/Office-of-Small-Business-and-Disabled-Veteran-Business-Enterprise/Certification-Program
17	Check the applicable box. Complete and return GSPD-05-105 with your Bid.

Attachment 4
Bidder Declaration

State of California—Department of General Services, Procurement Division
GSPD-05-105 (REV 08/09)

Solicitation Number _____

BIDDER DECLARATION

1. Prime bidder information (Review attached Bidder Declaration Instructions prior to completion of this form):

a. Identify current California certification(s) (**MB, SB, NVSA, DVBE**): _____ or **None** (If "None", go to Item #2)

b. Will subcontractors be used for this contract? **Yes** **No** (If yes, indicate the distinct element of work your firm will perform in this contract e.g., list the proposed products produced by your firm, state if your firm owns the transportation vehicles that will deliver the products to the State, identify which solicited services your firm will perform, etc.). Use additional sheets, as necessary.

c. If you are a California certified DVBE: (1) Are you a broker or agent? **Yes** **No**
(2) If the contract includes equipment rental, does your company own at least 51% of the equipment provided in this contract (quantity and value)? **Yes** **No** **N/A**

2. If no subcontractors will be used, skip to certification below. Otherwise, list all subcontractors for this contract. (Attach additional pages if necessary):

Subcontractor Name, Contact Person, Phone Number & Fax Number	Subcontractor Address & Email Address	CA Certification (MB, SB, NVSA, DVBE or None)	Work performed or goods provided for this contract	Corresponding % of bid price	Good Standing?	51% Rental?
					<input type="checkbox"/>	<input type="checkbox"/>
					<input type="checkbox"/>	<input type="checkbox"/>
					<input type="checkbox"/>	<input type="checkbox"/>

CERTIFICATION: By signing the bid response, I certify under penalty of perjury that the information provided is true and correct.

Attachment 4 Bidder Declaration

State of California—Department of General Services, Procurement Division
GSPD-05-105 (REV 08/09) Instructions

BIDDER DECLARATION Instructions

All prime bidders (the firm submitting the bid) must complete the Bidder Declaration.

1.a. Identify all current certifications issued by the State of California. If the prime bidder has no California certification(s), check the line labeled "None" and proceed to Item #2. If the prime bidder possesses one or more of the following certifications, enter the applicable certification(s) on the line:

- Microbusiness (MB)
- Small Business (SB)
- Nonprofit Veteran Service Agency (NVSA)
- Disabled Veteran Business Enterprise (DVBE)

1.b. Mark either "Yes" or "No" to identify whether subcontractors will be used for the contract. If the response is "No," proceed to Item #1.c. If "Yes," enter on the line the distinct element of work contained in the contract to be performed or the goods to be provided by the prime bidder. Do not include goods or services to be provided by subcontractors.

Bidders certified as MB, SB, NVSA, and/or DVBE must provide a commercially useful function as defined in Military and Veterans Code Section 999 for DVBEs and Government Code Section 14837(d)(4)(A) for small/microbusinesses.

Bids must propose that certified bidders provide a commercially useful function for the resulting contract or the bid will be deemed non-responsive and rejected by the State. For questions regarding the solicitation, contact the procurement official identified in the solicitation.

Note: A subcontractor is any person, firm, corporation, or organization contracting to perform part of the prime's contract.

1.c. This item is only to be completed by businesses certified by California as a DVBE.

- (1) Declare whether the prime bidder is a broker or agent by marking either "Yes" or "No." The Military and Veterans Code Section 999.2 (b) defines "broker" or "agent" as a certified DVBE contractor or subcontractor that does not have title, possession, control, and risk of loss of materials, supplies, services, or equipment provided to an awarding department, unless one or more of the disabled veteran owners has at least 51-percent ownership of the quantity and value of the materials, supplies, services, and of each piece of equipment provided under the contract.
- (2) If bidding rental equipment, mark either "Yes" or "No" to identify if the prime bidder owns at least 51% of the equipment provided (quantity and value). If **not** bidding rental equipment, mark "N/A" for "not applicable."

2. If no subcontractors are proposed, do not complete the table. Read the certification at the bottom of the form and complete "Page ____ of ____" on the form.

If subcontractors will be used, complete the table listing all subcontractors. If necessary, attach additional pages and complete the "Page ____ of ____" accordingly.

2. (continued) Column Labels

Subcontractor Name, Contact Person, Phone Number & Fax Number—List each element for all subcontractors.

Subcontractor Address & Email Address—Enter the address and if available, an Email address.

CA Certification (MB, SB, NVSA, DVBE or None)—If the subcontractor possesses a current State of California certification(s), verify on this website (www.eprocure.pd.dgs.ca.gov).

Work performed or goods provided for this contract—Identify the distinct element of work contained in the contract to be performed or the goods to be provided by each subcontractor. Certified subcontractors must provide a commercially useful function for the contract. (See paragraph 1.b above for code citations regarding the definition of commercially useful function.) If a certified subcontractor is further subcontracting a greater portion of the work or goods provided for the resulting contract than would be expected by normal industry practices, attach a separate sheet of paper explaining the situation.

Corresponding % of bid price—Enter the corresponding percentage of the total bid price for the goods and/or services to be provided by each subcontractor. Do not enter a dollar amount.

Good Standing?—Provide a response for each subcontractor listed. Enter either "Yes" or "No" to indicate that the prime bidder has verified that the subcontractor(s) is in good standing for all of the following:

- Possesses valid license(s) for any license(s) or permits required by the solicitation or by law
- If a corporation, the company is qualified to do business in California and designated by the State of California Secretary of State to be in good standing
- Possesses valid State of California certification(s) if claiming MB, SB, NVSA, and/or DVBE status

51% Rental?—This pertains to the applicability of rental equipment. Based on the following parameters, enter either "N/A" (not applicable), "Yes" or "No" for each subcontractor listed.

Enter "N/A" if the:

- Subcontractor is NOT a DVBE (regardless of whether or not rental equipment is provided by the subcontractor) or
- Subcontractor is NOT providing rental equipment (regardless of whether or not subcontractor is a DVBE)

Enter "Yes" if the subcontractor is a California certified DVBE providing rental equipment and the subcontractor owns at least 51% of the rental equipment (quantity and value) it will be providing for the contract.

Enter "No" if the subcontractor is a California certified DVBE providing rental equipment but the subcontractor does NOT own at least 51% of the rental equipment (quantity and value) it will be providing.

Read the certification at the bottom of the page and complete the "Page ____ of ____" accordingly.

Attachment 5
California Civil Rights Laws Certification

Instructions: Complete as applicable, and submit with bid, proposal, contract, or amendment when the total contract value is \$100,000 or more.

Pursuant to Public Contract Code Section 2010, if a bidder or proposer executes, renews, or amends a contract \$100,000 or more on or after January 1, 2017, the bidder or proposer hereby certifies under the penalty of perjury, compliance with the following:

- California Civil Rights Laws:** For contracts \$100,000 or more executed, renewed, or amended after January 1, 2017, the Contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
- Employer Discriminatory Policies:** For contracts \$100,000 or more executed, renewed, or amended after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

Certification

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Proposer/Bidder Firm Name (Printed)	Federal Id Number (Or N/A)
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed/Signed	Executed/Signed in The County and State Of

Attachment 6
Generative Artificial Intelligence (GenAI) Disclosure & Factsheet

STATE OF CALIFORNIA
GENAI DISCLOSURE & FACTSHEET
STD 1000 (NEW 01/2024)

DEPARTMENT OF GENERAL SERVICES
PROCUREMENT DIVISION

Generative Artificial Intelligence (GenAI) Disclosure & Factsheet

Bidder/Offer Information

Solicitation Number	Bidder ID/Vendor ID (optional)		
Business Name	Business Telephone Number		
Business Address	City	State	Zip Code

GenAI Disclosure & Factsheet

Will you be using or offering GenAI technology, model, or service (collectively, "system")? Yes No (If No, skip to Signature section of this form.)

If yes, provide details regarding the GenAI system"). See *GenAI Disclosure & Factsheet Definitions* at the end of this form for more information.

Failure to disclose GenAI to the State and submit the detailed description may result in disqualification and may void any resulting contract.

1. GenAI Model Name, Version (including number of parameters)	
2. Model Owner	
3. Overview	
4. Purpose	
5. Intended Domain	
6. Model Training Data	
7. Model Information	

Attachment 6
Generative Artificial Intelligence (GenAI) Disclosure & Factsheet

STATE OF CALIFORNIA

GENAI DISCLOSURE & FACTSHEET

STD 1000 (NEW 01/2024)

DEPARTMENT OF GENERAL SERVICES
PROCUREMENT DIVISION

8. Input and Outputs	
9. Performance Metrics	
10. Optimal Conditions	
11. Poor Conditions	
12. Bias	
13. Test Data	

Explain below how you are ensuring the GenAI system is not adversely affecting “decisions that materially impact access to, or approval for, housing or accommodations, education, employment, credit, health care, and criminal justice.” (AB 302, Department of Technology: High-Risk automated decision systems: inventory).

Signature

By signing this document, I certify that I have identified and disclosed, if any, all GenAI components in the proposed solution or service.

Signature

Date

Attachment 6
Generative Artificial Intelligence (GenAI) Disclosure & Factsheet

STATE OF CALIFORNIA

GENAI DISCLOSURE & FACTSHEET

STD 1000 (NEW 01/2024)

DEPARTMENT OF GENERAL SERVICES
PROCUREMENT DIVISION

GenAI Disclosure & Factsheet Definitions

Please use the following definitions to complete the GenAI Disclosure and Factsheet:

1. Model Name, Version & Number of Parameters:

- Definition: The unique identifier or name assigned to the specific GenAI model or service.
- Purpose: Allows users to refer to and distinguish between different GenAI models.

2. Model Owner

- Definition: The name of the organization or entity responsible for creating or deploying the GenAI model or service.
- Importance: Helps identify the source and accountability for the GenAI system.

3. Overview:

- Definition: A concise summary of the GenAI model's purpose, functionality, and key characteristics.
- Role: Provides a high-level understanding for users and stakeholders.

4. Purpose:

- Definition: The intended use or goal of the GenAI model (e.g., image recognition, natural language processing, text summarization).
- Significance: Helps users assess whether the GenAI model aligns with their needs.

5. Intended Domain:

- Definition: The context, subject matter or domain for which the GenAI model is designed to operate effectively.
- Importance: Helps users determine if the GenAI model is suitable for their specific use case.

6. Training Data:

- Definition: Information used to train the GenAI model (e.g., labeled images, text corpora).
- Role: Influences the GenAI model's behavior and performance.

7. Model Information:

- Definition: Details about the architecture, parameters, and configuration of the GenAI model.
- Relevance: Provides insights into how the GenAI model functions.

8. Inputs and Outputs:

- Definition:
 - Inputs: The data or features provided to the model for prediction (e.g., images, text).
 - Outputs: The GenAI model's predictions or results (e.g., class labels, probabilities).
- Understanding: Crucial for integrating the GenAI model into applications.

9. Performance Metrics:

- Definition: Quantitative measures (e.g., accuracy, F1-score) used to evaluate the GenAI model's performance.
- Assessment: Determines how well the GenAI model meets its intended purpose.
- Continuous Monitoring Plan: Establishes a plan for continuous monitoring and evaluation of the GenAI model's performance.

Attachment 6
Generative Artificial Intelligence (GenAI) Disclosure & Factsheet

STATE OF CALIFORNIA

GENAI DISCLOSURE & FACTSHEET

STD 1000 (NEW 01/2024)

DEPARTMENT OF GENERAL SERVICES
PROCUREMENT DIVISION

10. Optimal Conditions:

- Definition: The ideal environment or context for the GenAI model to perform optimally.
- Contextual Guidance: Helps users achieve the best results.

11. Poor Conditions:

- Definition: Scenarios or conditions where the GenAI model's performance may degrade.
- Risk Awareness: Alerts users to potential limitations.

12. Bias:

- Definition: Any systematic error or unfairness in the GenAI model's predictions due to biased training data or design.
- Mitigation: Addressing bias is crucial for ethical and unbiased GenAI.

13. Test Data:

- Definition: Independent data used to evaluate the GenAI model's performance after training.
- Validation: Ensures the GenAI model generalizes well to unseen examples.

Attachment 7

Required Attachments Checklist

A complete proposal package will consist of the items identified below. Complete this checklist to confirm the items in your proposal. Place a check mark or "X" next to each item that you are submitting to the State. All attachments identified below are applicable to this RFQ-IT and must be returned, as instructed, or your proposal may be considered non-responsive. Return this checklist with your Technical Proposal package.

NOTE: Return this Checklist with the Technical and Cost Proposal package.

<u>Attachments</u>	<u>Attachment Name/Description</u>
Technical Proposal Requirements	
_____	Confidentiality Statement (RFQ-IT Attachment 2)
_____	Bid/Bidder Certification Sheet (RFQ-IT Attachment 3)
_____	Bidder Declaration, (GSPD-05-105) (RFQ-IT Attachment 4)
_____	California Civil Rights Laws Certification (RFQ-IT Attachment 5)
_____	Generative Artificial Intelligence (GenAI) Disclosure and Factsheet (RFQ-IT Attachment 6)
_____	Required Attachments Checklist (RFQ-IT Attachment 7)
_____	CONTRACTORS PROPOSAL as stated in this RFQ-IT (This shall be incorporated into the contract as Attachment 8)
Cost Proposal Requirements	
_____	Cost Sheet (RFQ-IT Attachment 1)
_____	Required Attachments Checklist (RFQ-IT Attachment 7)

Attachment 8 Proposed Form of Agreement

Note to Bidders: The following pages represent a sample of the Agreement that will be awarded, if any, from this RFQ. Please review it carefully and present any questions in writing to the contact identified for this RFQ.

[Reset Form](#)[Print Form](#)**SCO ID:** 2660-51A0611

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

51A0611

PURCHASING AUTHORITY NUMBER (If Applicable)

DOT-2660

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

CONTRACTING AGENCY NAME

California Department of Transportation

CONTRACTOR NAME

TBD

2. The term of this Agreement is:

START DATE

January 15, 2025 or upon Caltrans approval, whichever is later

THROUGH END DATE

January 14, 2028

3. The maximum amount of this Agreement is:

\$TBD

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

Exhibits	Title	Pages
Exhibit A	Statement of Work	17
Exhibit B	Budget Detail and Payment Provisions	2
Exhibit C *	General Terms and Conditions	1
+ - Exhibit D	Special Terms and Conditions	3
+ - Exhibit E	Additional Provisions	16
+ - Exhibit F	Security and Privacy General Provisions	12
+ - Attachment 1	Cost Sheet (Attached upon award)	TBD
+ - Attachment 2	Sample Task Order	2
+ - Attachment 3	Deliverable Acceptance Document (DAD)	1
+ - Attachment 4	IP Copyright Assignment Form	2
+ - Attachment 5	IP Non-Disclosure Agreement Form	3
+ - Attachment 6	Personnel Change Request/Authorization Form	1

Items shown with an asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto.**These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>*

[Reset Form](#)[Print Form](#)**SCO ID:** 2660-51A0611

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

51A0611

PURCHASING AUTHORITY NUMBER (If Applicable)

DOT-2660

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

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

TBD

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
-----------------------------	------	-------	-----

PRINTED NAME OF PERSON SIGNING	TITLE
--------------------------------	-------

CONTRACTOR AUTHORIZED SIGNATURE 	DATE SIGNED
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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Department of Transportation

CONTRACTING AGENCY ADDRESS 1727 30th Street	CITY Sacramento	STATE CA	ZIP 95816
--	--------------------	-------------	--------------

PRINTED NAME OF PERSON SIGNING	TITLE Contract Officer
--------------------------------	---------------------------

CONTRACTING AGENCY AUTHORIZED SIGNATURE 	DATE SIGNED
--	-------------

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL 	EXEMPTION (If Applicable) SCM Vol. 2 101.1 SCM Vol. 2 1610.2 PCC 10333 PCC 12100 et seq
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Exhibit A
IT Consulting Services (State)

Statement of Work

1. The work to be performed under this Agreement shall be in accordance with the Contractor's Cost Sheet **Attachment 1**, and **Exhibit A** in this Agreement. In the event of any conflicts related to this Agreement, **Exhibit C, Section 11, Order of Precedence**, and **Section 44, Disputes**, shall apply.
 - A. The Contractor shall provide software maintenance services to the California Department of Transportation (hereinafter referred to as, "Caltrans") for the Intelligent Roadway Information System (IRIS) application system. All versions of the IRIS software are proprietary and owned by Caltrans.
 - B. Caltrans District Transportation Management Centers (TMCs) use the IRIS. The IRIS is a custom-built software, and most versions of the IRIS software are proprietary. However, information related to the IRIS will be released to the contracted parties upon the execution of the Confidentiality and Nondisclosure Agreements.
2. Subcontracting is not permitted under this Agreement. All references to subcontracting or subcontractors as found herein are not applicable to this Agreement.
3. The services shall be performed at the following locations:

District Facility	Location
District 1	1656 Union Street, Eureka, CA 95501
District 2	1657 Riverside Drive, Redding, CA 96001
District 5	50 Higuera St. San Luis Obispo, Ca 93401
District 6	1352 W. Olive Ave, Fresno, CA 93728
District 9	500 South Main Street, Bishop, CA 93514
District 10	1976 E Charter Way, Stockton, CA 95205
HQ Support Facility	1820 Alhambra Blvd, Sacramento, CA 95816

4. This Agreement will commence on **January 15, 2025 (estimated)**, or upon approval by the California Department of Transportation (Caltrans), whichever is later, and no work shall begin before that time. This Agreement is of no effect unless approved by Caltrans. The Contractor shall not receive payment for work performed prior to approval of the Agreement and before receipt of notice to proceed by the Caltrans Contract Manager. This Agreement shall expire on **January 14, 2028 (estimated)**. The services shall be provided during working hours, Monday through Friday, from 8:00 AM to 5:00 PM, except state holidays. The parties may amend this Agreement as permitted by law.
5. Agreement Amendment
 - A. Subject to the terms and conditions of this Agreement and contingent upon approval of the Caltrans and the Contractor, Caltrans may have the option, prior to the Agreement expiration date, to amend the Agreement. This allows for an Agreement amendment for time and/or quantity, for more of the same services.
 - B. The Agreement amendment shall be for up to an additional **one (1) year** and an increase in the agreement value of up to **\$100,000.00** above the value of the awarded Agreement.

Exhibit A
IT Consulting Services (State)

- C. If the Agreement is amended, the Contractor's rates offered in the "Optional Amendments" section of **Attachment 1-Cost Sheet**, for the additional work would apply. The additional costs will also be included in the final bid; however, there is no commitment as a result of this solicitation to issue an Agreement for any part of the optional amendments.
- D. Any resulting Agreement Amendment will not take effect until it is signed by a Caltrans Contract Officer, and Contractor has received a signed copy of the STD 213A Agreement Amendment.
- 6. All inquiries during the term of this Agreement will be directed to the project representatives listed in the Tables below:

DEPARTMENT OF TRANSPORTATION	CONTRACTOR: TBD
Section/Unit: HQ Traffic Operations	Section/Unit:
Contract Manager:	Project Manager:
Address: 1820 Alhambra Blvd, Sacramento, CA 95816	Address:
Cell:	Cell:
Email:	Email:

7. Background

- A. The IRIS consists of computers, networks, communications, and video system hardware components necessary for the successful operation and integration of IRIS with existing Transportation Management Center (TMC) systems. Currently, communications between the IRIS and field equipment are a hybrid of leased lines, dial-up lines, cellular technology, and fiber optic communications.
- B. The IRIS is designed to assist in the collection and dissemination of traffic information to manage the transportation system in each district. The IRIS provides this functionality through a user interface for real-time traffic data views, event entry, the creation of traffic incident response plans, historical reports, the control of field devices, database editing, system configuration, as well as system administration functions.
- C. The IRIS is currently deployed in Districts 1, 2, 5, 6, and 10. The system is an open-source General Public License (GPL) ATMS (Advanced Transportation Management System); it was originally developed by the Minnesota Department of Transportation (MnDOT); and it is freely available on the Internet, to any transportation agency, university, and other public agencies. The IRIS enables transportation agencies to monitor and control dynamic message signs, traffic cameras, and other Intelligent Transportation Systems (ITS) field elements. The IRIS provides monitoring of congestion information for freeways and local arterials. Caltrans maintains proprietary modules that are not part of the public domain to ensure the security of the system.
- D. For each district, IRIS is comprised of the IRIS server (the core IRIS component), the IRIS client (the client application), and the video server (a service which acquires video streams from the field for rebroadcast to IRIS clients). The IRIS supporting components are a database server (the primary data store of IRIS state and configuration data), an

Exhibit A
IT Consulting Services (State)

HTTP server (used in various ways, including hosting the IRIS client, reports, and the base map), a servlet container (used by various IRIS components, including the Changeable Message Signs (CMS) reporting module and the video server), an FTP server (used by IRIS for receiving push feeds), and an SSH server (used for administering IRIS and distributing updates).

E. The IRIS has a client/server architecture, both of which are Java applications. The system configuration data is stored in a PostgreSQL database.

8. Detailed Description of the Current IRIS System

A. The following are descriptions of field devices that are presently controlled by the IRIS

- 1) Changeable Message Signs (CMS) are instrumental in providing motorists with information concerning existing traffic conditions while driving on the freeways. CMS serves as a means of informing motorists of unusual or unsafe road conditions and may alert drivers about potential problems ahead. The use of CMS also enables traffic diversions to be implemented.
- 2) Closed Circuit Television (CCTV) cameras provide a means of verifying and monitoring freeway traffic conditions. The cameras allow freeway surveillance from the TMC, providing coverage of up to half a mile in each direction. Camera control is available from the TMC (pan, tilt, zoom, focus, iris, lens, speed adjustments).
- 3) The Ramp Metering System (RMS) provides real-time metering capabilities for the ramp meters from the TMC. The RMS collects the mode, rate, and other parameters, which are transmitted back to the TMC for display and data archival. The Traffic Engineer can change the metering rate, mode, or other parameters to override the existing operation from the TMC.
- 4) The Vehicle Detection System (VDS) provides real-time traffic information on a lane-by-lane basis. Each VDS consists of detectors embedded into the pavement, located on the mainline, high occupancy vehicle lanes (HOV), on- and off-ramps, and freeway-to-freeway connector ramps. Each VDS collects volume, occupancy, and speed data, which is transmitted back to the TMC for display and data archival.
- 5) The Ramp Metering Information System (RMIS) system interfaces with the Front End Protocol Translator (FEPT) by reading the information supplied by the FEPT and sending commands to the FEPT to control the field elements and their configurations. The RMIS system translates the field data received from FEPT, Universal Ramp Metering System (URMS), and reads data from other sources (e.g. XML, Bluetooth, and Cellular devices). RMIS combines, translates, and packages the received information into several categories to provide meaningful data to other systems (e.g., ATMS, XML, PeMS, and 511).

B. The following are IRIS software modules:

Table 1-1- Software Modules

Exhibit A
IT Consulting Services (State)

Modules (Software Processes)	Description
IRIS Reports (Client)	Provides a reports-based feature that allows traffic data reports and plots, ramp metering reports, system performance reports, and special application reports
Database	Stores IRIS information for configuration, reports, and operations; stores historic traffic information for planning and estimating purposes
Browse Edit (Client)	Provides a feature that allows system configuration and parameter configuration for processes such as failure management for users with proper access and viewing capabilities for others
Security Server	Manages the security of the IRIS such as password, log-in, and user privileges
IRIS Administration	Manages the background processes, starts, stops, and monitor
CMS Manager	Read and write to the CMS, monitor status, provides auto-blanking
HAR Manager	Highway Advisory Radio – interface and control of the HAR
Web Map	Web-based map, which provides snapshots of CCTV images, map-based congestion information, special events, and other ongoing activities
Store Data	Reads and writes historic traffic data to the database
VDS Data Acquisition	Real-Time Traffic Data Calculations – the level of congestion Failure Management – provides a process that manages data errors due to loop/detector inherent problems Occupancy is normalized to better represent the same traffic flow conditions regardless of the loop characteristics Provides polling and viewing of VDS and RMS data, including occupancy, volume, and speed for each loop sensor Provides a central software process that analyzes vehicle detector station loop data to decide the validity/quality of the loop data
CCTV Manager	Controls the CCTV pan, tilt, and zoom, camera selection, and monitor; provides the ability to distribute video from the CCTV cameras to the map display

Exhibit A
IT Consulting Services (State)

Modules (Software Processes)	Description
Event / Incident Manager	<p>The IRIS event management system uses an expert system to automatically generate recommended responses to incidents, special events, emergency closures, and other planned lane closures. The expert system is a rules-based decision support system that recommends specific TMC operator actions including:</p> <ul style="list-style-type: none"> - Which CMS signs should display messages - What exact messages should be displayed on the changeable message signs - What operator actions should be taken (e.g. notify TMT team leader, issue Sigalert, notify FSP, etc.) - What ATIS messages should be sent to the internet web site <p>The system also generates estimates of incident duration based on the specific event conditions and details.</p>
IRIS UI (Client)	<p>Provides main menu bar functions, status bar functions, icons, CMS control screen, VDS and RMS data screens, map pan and zoom functions, map layer and icon display, map preset view configuration; provides overview map function, map overlays, map window feature</p> <p>Controls the map features such as layers, pan, and zoom</p> <p>Displays field device icons (CMS, CCTV, HAR, VDS, RMS, Events, AVL, Multi-lane Metering)</p>
Smart Socket Inter-process Communications	<p>Publish and subscribe messaging middleware that provides communications between processes at all levels</p>
Travel Time and Train Travel Time	<p>Calculates estimated travel time to configured locations</p>
Receive Data	<p>Receives traffic surveillance data such as VDS and LDS data from external sources</p>
XML Interface	<p>Provides traffic information to external entities that uses a standard XML protocol</p>

9. Detailed Description of Services

A. Objective

The object of this software maintenance agreement is to set forth the terms, covenants and conditions under which the Contractor shall:

- 1) Effectively maintain the IRIS system in a day-to-day operational environment.

Exhibit A
IT Consulting Services (State)

2) For software changes, establish and maintain the integrity of the IRIS system by ensuring that the system documentation matches the functional and physical characteristics of the system.

B. On-site Locations

The services shall be performed at the following on-site locations where Contractor may be required to perform work is listed in Table 1-2 below.

Table 1-2 – On-Site Locations

District Facility	Location
District 1	1656 Union Street, Eureka, CA 95501
District 2	1657 Riverside Drive, Redding, CA 96001
District 5	50 Higuera St. San Luis Obispo, Ca 93401
District 6	1352 W. Olive Ave, Fresno, CA 93728
District 10	1976 E Charter Way, Stockton, CA 95205
HQ Support Facility	1820 Alhambra Blvd, Sacramento, CA 95816

C. State Furnished Materials to Assist Contractor in Performing Services

Caltrans shall furnish the materials listed in Table 1-3 for the maintenance of the IRIS.

Table 1-3 – State Furnished Materials

Material	Name	Description
Hardware/Software		
Development Server	SUSE Linux Enterprise Server (SLES)	Development server for developing the IRIS
Test Server	SUSE Linux Enterprise Server (SLES)	Test server for testing the IRIS
Production Server	SUSE Linux Enterprise Server (SLES)	Production server for operating the IRIS
Client Workstation	Windows	Client workstation for operating the IRIS
Database Tool	MySQL	Database tool for developing and operating the database for the IRIS
Business Intelligent (BI) Reporting Tool	Crystal Reports	BI reporting tool for creating and operating the reports and dashboards for the IRIS
Development Tools		
Testing Tool	Hewlett Packard (HP) Application Lifecycle	Testing tool for verifying the IRIS

Exhibit A
IT Consulting Services (State)

Material	Name	Description
	Management (ALM) version 11.52	
Web Server Tool	Apache	Web server tool for IRIS
Compiler Tool	PHP	Compiler tool for compiling the source code for the IRIS
Integrated Development Environments (IDE) Tool	PHP	IDE tool for developing and building the source code for the IRIS
Source Code Repository Tool	Mercurial	Source code repository tool for managing and storing the source code for the IRIS
Training Tool	WebEx Microsoft Teams	Training tool for conducting and recording training courses for the IRIS
Requirements Management Tool	Serena Dimensions RM version 12.4	Requirements management tool for managing and storing the project requirements for the IRIS
Document Management Tool	Trac	Document management tool for managing and storing the project documents for the IRIS

10. Assignment of Work and Request for Service

- A. On an on-call basis, Caltrans Contract Manager shall assign specific services as described herein to Contractor through the issuance of Task Orders. All work requested shall be limited to the type of work specified in this **Exhibit A, Statement of Work**. Payment for these services shall be in accordance with **Exhibit B, Budget Detail and Payment Provisions**. A sample Task Order is shown in **Attachment 2**. Task Orders may not be used to amend the Agreement.
- B. The Contractor shall only perform work under a Task Order, and Caltrans will only pay for work under a Task Order, that is authorized by the Caltrans Contract Manager through the Caltrans issuance of a written and mutually signed Task Order. No payment will be due or made for any work performed prior to approval or after the period of performance of the Task Order.
- C. The cost estimate shall be in the format prescribed in the draft Task Order. The Contractor agrees that each cost estimate shall be the product of a good faith effort exercise of professional judgment. Provided agreement is reached on the negotiable items, the finalized Task Order shall be signed by both Caltrans and the Contractor. If Caltrans and Contractor are unable to reach agreement, the work described in the draft Task Order shall not be performed by Contractor and Caltrans shall not pay for any work described on the Task Order.
- D. If in performance of the work, the Contractor determines that a Task Order cannot be accomplished within the estimated work hours, the Contractor shall immediately notify Caltrans in writing of the additional work hours required to complete the Task Order along with justification. Upon receipt of such notification, Caltrans may.

Exhibit A
IT Consulting Services (State)

- 1) Authorize the Contractor to expend the estimated additional work hours to accomplish the Task Order;
- 2) Terminate the Task Order; or
- 3) Modify and/or amend the scope of the Task Order to define tasks that can be accomplished within the remaining estimated work hours.

E. Caltrans shall notify the Contractor in writing of its decision within ten (10) calendar days after receipt of the notification. If notice of the decision is given to proceed, the Contractor may expend the estimated additional work hours for agreed upon services. Caltrans agrees to reimburse the Contractor for such additional work hours.

F. If the Contractor fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.

G. If non-contemplated work is required to accomplish the intent of the Task Order, or if any work not on the original Task Order is requested, additional authorization shall be obtained in writing from the Caltrans Manager.

H. No payment by Caltrans shall be due or made for any work performed on an unsigned Task Order, and Caltrans shall not pay for any work described on the unsigned Task Order.

I. Failure to begin work and to complete work as required by this Agreement shall be considered grounds for termination of this Agreement for default in accordance with **Exhibit E, Termination**.

J. Caltrans has the right to require the Contractor to stop or suspend work on any Task Order.

K. Task Orders that comply with the terms of the Agreement may be modified by the State without amendment to the Agreement.

L. Unless otherwise agreed in writing and in advance of the failure by the Caltrans Contract Manager, failure from the Contractor to begin work or to complete the work in the time required shall be considered non-conformance and the Task Order request will be withdrawn.

M. If the Contract accumulates a backlog of four (4) Task Orders for which work has not been commenced by the date set, the Contractor shall not receive any additional work assignments from Caltrans until the backlog of work is completed to the Caltrans Contract Manager's satisfaction. If the Contractor does not complete the work requested per the Task Order(s), the Contractor shall be deemed non-compliant which may constitute grounds for termination of the Agreement.

N. The Caltrans Contract Manager or designee may periodically review the content and quality of the Contractor's work to assess the progress and quality of the work.

O. It is the responsibility of the Contractor to notify the Caltrans Contract Manager that the work is complete and ready for acceptance testing or review.

Exhibit A
IT Consulting Services (State)

- P. If an agreement for the same or similar statement of work is executed within three (3) months prior to the termination of this Agreement, no additional Task Orders shall be executed under this Agreement upon the effective date of the subsequent agreement.
- Q. Task Orders may not be used to amend this Agreement and may not exceed the statement of work under this Agreement.
- R. The Contractor shall maintain a complete project file for each Task Order performed under the Agreement. This file shall be made available to the Caltrans Contract Manager or designees during normal work hours, Monday through Friday from **8:00 a.m. to 5 p.m.**, Pacific Standard Time (PST), except State Holidays, and a copy shall be transferred to Caltrans upon completion of work under the Task Order.

11. System Monitoring Services

- A. On a monthly basis, via a task order, **Attachment 2**, the Contractor shall perform Monitoring Services of the IRIS system that includes but is not limited to the following in Table 1-4. Monitoring services shall be performed by executing the monitoring commands manually using a command line prompt on the server.

Table 1-4 - System Monitoring Services

Monitor Type	Monitor Activity	Monitoring Tool	Monitoring Command
Performance	Usability	TBD	
	Efficiency	TBD	
	Security	Monitor the PHP access log	cat/var/log/apache2/access_log
Processes and Services	Memory Usage	UNIX system utility -- top	top
	CPU Usage	UNIX system utility -- top	top
	Disk Usage	UNIX system utility -- top	top
	Network Usage	UNIX system utility -- netstat	netstat
	Status	UNIX system utility -- top	top
Log Files	Errors and Warnings	Monitor the PHP error log	cat /var/log/apache2/error_log
File System	File Size	UNIX system utility -- du	du

- B. All system monitoring shall be invoiced in accordance with this Agreement's **Exhibit B**, Invoicing and Payment.
- C. On a task order basis, the Contractor shall deliver a status report which includes the following information:
 - a) List of systems monitored
 - b) Status of each monitored system
 - c) Summary of issues detected and resolutions

12. Maintenance Services

- 1) During the terms of this agreement, the Contractor shall provide Caltrans with Maintenance Services that include but are not limited to the following:

Exhibit A
IT Consulting Services (State)

- a) Configuring the system
- b) Requesting documentation
- c) Restarting of the system or a background process
- d) Adding or correcting configuration data
- e) Resolve technical, maintenance, user, and other questions
- f) Patch management
- g) Develop a training plan
- h) Software change assessment

2) On a Task Order basis, the Contractor shall perform a software change assessment by performing the following tasks and producing the associated deliverables:

3) Tasks:

- a) Changes & Upgrades
 - i. Categorized Software Change
 - ii. Root-Cause Analysis
 - iii. Impact Analysis
 - iv. Risk Analysis
 - v. Cost and Schedule Estimations
- b) Architecture & Subsystem Requirements
 - i. Preliminary Design

4) Deliverables:

- a) On a task order basis, the Contractor shall deliver a status report which includes the following information:
 - i. Status of each chargeable maintenance requests
 - ii. Summary of completed, in-process, and new maintenance requests
 - iii. Summary of maintenance request types, grouped by:
 - Maintenance
 - Training
 - Software Changes
- b) Caltrans estimates on average ten (10) maintenance requests per month. On average, a maintenance request may take anywhere from half an hour to 4 hours depending upon the complexity of the software issue involved. On rare occasions, a maintenance request may take longer than a day.

Exhibit A
IT Consulting Services (State)

- c) The Contractor's Maintenance staff shall provide Caltrans with "hotline" toll-free telephone, email, and real-time chat consultation during the hours of 8:00 AM to 5 PM, Pacific Time (PT), Monday through Friday.
- d) A chargeable maintenance request is defined as follows:
 - i. A maintenance request that results in a minor change or training
 - ii. All other maintenance requests are non-chargeable

13. Training Services

- 1) On a task order basis, the Contractor shall provide Training Services to Caltrans, either onsite or offsite, by performing the following tasks and producing the following deliverables:
- 2) Tasks:
 - a) Product release candidate build and documentation
 - i. Create or update training course documentation
 - b) System integration and verification
 - i. New user training
 - ii. New release training
 - iii. Source code training
- 3) Deliverables:
 - a) On a monthly basis, the Contractor shall deliver a status report which includes the following information:
 - i. Status of each completed, in-process, and new or planned training
 - ii. Summary of completed, in-process, and new or planned training

14. Software Changes Services

- 1) On a task order basis, the Contractor shall provide to Caltrans, Software Change Services, either onsite or offsite, by performing the following and producing tasks listed below.
- 2) Tasks:
 - a) Implementation planning for software changes made in IRIS by the Contractor
 - i. Setup the development and test environment
 - ii. Provide a completed setup checklist
 - b) Detailed design, development, and verification for software changes made in IRIS by the Contractor
 - i. Detailed design

Exhibit A
IT Consulting Services (State)

- ii. Code, integrate, verify, and demonstrate the product
- c) Product release candidate build and documentation for software changes made in IRIS by the Contractor
 - a) Build and install a release candidate ready for Stakeholder evaluation
 - b) Create or update documentation
- d) System integration and verification for software changes made in IRIS by the Contractor
 - i. Build and create a release
 - ii. Training
 - iii. User Acceptance Testing
- e) Initial deployment for software changes made in IRIS by the Contractor
 - i. Installation
 - ii. Cutover
 - iii. Burn-in

3) Deliverables:

- a) On a task order basis, Contractor shall be responsible for correcting any errors that are not reproducible by Contractor or errors caused by:
 - i. Changes to the IRIS system made by Caltrans that is not reflected in the documentation, or
 - ii. Inter-connection of the IRIS system with other software products that are not supplied, supported, or approved by Contractor

15. Completion/Acceptance Criteria

- A. Work is subject to inspection and approval by the Caltrans Contractor Manager or designee. The Caltrans Contract Manager shall have the ultimate responsibility and authority to determine whether the Contractor's satisfied the Contractor's duties and obligations under the Agreement, including specifically whether the Contractor delivered all work product and deliverables and whether the Contractor's work product and deliverables satisfied all of the applicable contract requirements (including acceptance criteria or tests). Approval of work constitutes approval for payment and not transference or termination of Contractor's responsibility to perform work in accordance with the terms of the Agreement, and any work that needs correction shall be made at the Contractor's sole cost and expense and in a timely manner. Regardless of any prior inspections and acceptances of work during the term of this Agreement, all work is subject to final inspection and approval by the Caltrans Contract Manager or his/her designee. Acceptance for debugging and quality control is separate from acceptance for integration and quality assurance.

Exhibit A
IT Consulting Services (State)

B. It shall be Caltrans' sole determination as to whether a deliverable has been successfully completed and is acceptable to Caltrans. There must be a signed **Attachment 3, Deliverable Acceptance Document (DAD)** before invoices are processed for payment.

C. Acceptance criteria shall consist of the following:

- 1) Deliverables/tasks are completed as specified in the Task Order and approved.
- 2) It shall be Caltrans' sole determination as to whether a deliverable has been successfully completed and is acceptable to Caltrans. There shall be a signed DAD invoices are processed for payment.
- 3) Reports on written deliverables shall be completed as specified and approved as described above.
- 4) All deliverables shall be in a format that meets Caltrans standards.
- 5) If a deliverable is not acceptable, Caltrans shall provide the reason in writing within ten (10) business days of receipt of the deliverable. The rationale for the non-acceptance may be provided within twenty (20) working days of receipt of the deliverable.
- 6) The five (5) day Caltrans written approval does not apply to the Monthly Progress Reports.
- 7) The disposition of a DAD by Caltrans will be either:
 - a. Acceptance,
 - b. Rejection, with specified deficiencies notes.

D. Corrective Action Plan

Caltrans shall be the sole judge of the acceptability of all work performed and all work products produced by the Contractor. Should the work performed, or products produced by the Contractor fail to meet the contract requirements, the following process will be employed, except as superseded by other binding processes:

- 1) Caltrans shall notify the Contractor in writing within five (5) business days after deliverable submission with associated DAD. Deliverable problems will be identified and the specific inadequacies and/or failures in the services performed and/or the products produced by the Contractor will be identified by Caltrans in a written deliverable rejection notice.
- 2) The Contractor shall, within five (5) business days after written deliverable rejection notice, respond to Caltrans by submitting a detailed explanation describing precisely how the identified services and/or products adhere to and satisfy all applicable requirements, and/or a proposed corrective action plan to address the specific inadequacies and/or failures in the identified services and/or products.
- 3) Caltrans shall, within five (5) business days after receipt of the Contractor detailed explanation and/or proposed corrective action plan, notify the Contractor in writing whether it accepts or rejects the explanation and/or plan. If Caltrans rejects the

Exhibit A
IT Consulting Services (State)

explanation and/or plan, the Contractor will submit a revised corrective action plan within three (3) business days of notification of rejection.

- 4) Caltrans shall, within three (3) business days of receipt of the revised corrective action plan, notify the Contractor in writing whether it accepts or rejects the revised corrective action plan proposed by the Contractor.
- 5) If a Contractor project component or deliverable is rejected three (3) times by Caltrans, the Cure Notice process will follow.

16. Allowable Classifications and Minimum Qualifications

For the duration of the Agreement term, the Contractor shall meet all Mandatory Qualifications (MQs) as described herein.

- A. The Contractor must provide qualified candidates who can complete the identified tasks and Statement of Work (SOW). Candidate resumes must show relevant experience and references based on the minimum qualifications listed below.
- B. Only classifications detailed in this section can be used in this Contract. Contractor shall select classification(s) that they feel are appropriate to complete each deliverable provided in this Contract.
- C. A single individual may fill more than one (1) role if that individual can meet all of the requirements for the key positions and can perform all of the duties necessary for the key positions.
- D. The Contractor shall provide the required personnel to support this project. All roles shall have a minimum of five (5) years of experience working on Intelligent Transportation Systems (ITS) for a Department of Transportation (DOT). At a minimum, the Contractor's project team personnel shall include these key personnel roles:
 - a) Project Manager (PM)
 - b) Design Engineer (DE)
 - c) Software Engineer (SWE)
- E. The Contractor shall submit resumes and for each member of its project team. The Contractor's team member resumes must include evidence of the knowledge, skills, abilities, and certifications described in **Table 1-5**. The Contractor must attach samples of each document described in the "Abilities" in **Table 1-5**.
- F. The Contractor's team members must possess a minimum of five (5) years' experience in the knowledge, skills, abilities, and certifications of each role described below and in **Table 1-5**. The stated minimum qualifications need not be met by each proposed candidate but must be met by the combined qualifications of the candidates as a team. The Department has the final determination as to whether the Contractor's personnel's qualifications are equivalent.
 - a) Skill in Microsoft Office products Word, Excel, PowerPoint, and Visio 2013 or higher
 - b) Skill in WebEx and Microsoft Teams

Exhibit A
IT Consulting Services (State)

G. The Contractor shall have some knowledge of these Microsoft programs for managing the contract and modifying the relevant documents related to the contract. WebEx or Microsoft Teams are tools to be used for training videos or demos conducted remotely through the computer.

H. The following shows how to read the qualifications:

- a) Roles – The required roles for this team
- b) Knowledge – The required knowledge in the performance for each role
- c) Skills – The required competence to perform for each role
- d) Abilities – The required abilities to perform and produce technical products for each role
- e) Certifications – The desired credentials to perform for each role

Table 1-5 - Qualifications

Roles (Required)	Knowledge (Required)	Skills (Required)	Abilities (Required)	Certifications (Desired)
PM	<ol style="list-style-type: none"> 1. Software Project Management 2. Capability Maturity Model PLUS 3. Agile Project Management 	Microsoft Project Pro	<ol style="list-style-type: none"> 1. Conduct Project Management Meetings 2. Produce a Project Status Report 3. Produce a Project Schedule 4. Produce a Project Management Plan 5. Systems Engineering Management Plan 	<ol style="list-style-type: none"> 1. PRINCE2 Certification OR 2. APPM Certification OR 3. PMI Certification
DE	<ol style="list-style-type: none"> 1. Software Project Lead 2. Capability Maturity Model 		<ol style="list-style-type: none"> 1. Conduct a Software Demonstration 2. Produce a Deployment Plan 3. Produce a Cutover Plan 4. Produce a Systems Engineering Management Plan 	<ol style="list-style-type: none"> 1. CSEP Certification OR 2. ESEP Certification
DE	<ol style="list-style-type: none"> 1. Software Designing 2. Software Functional Decomposition 	SciTools Understand	<ol style="list-style-type: none"> 1. Conduct a Preliminary Design Review 2. Conduct a Critical Design Review 3. Produce a Preliminary Design 	

Exhibit A
IT Consulting Services (State)

Roles (Required)	Knowledge (Required)	Skills (Required)	Abilities (Required)	Certifications (Desired)
			4. Produce a Software Detailed Design	
SWE	1. PHP programming 2. Developing MySQL Databases 3. SAP Crystal Reports Development 4. LAMP (Linux, Apache, MySQL & Pearl) programming	1. SciTools Understand 2. CVS 3. HP-UX Compiler 4. Eclipse 5. Oracle NetBeans 6. Oracle JDeveloper 7. Oracle WebLogic 8. Oracle BI 9. Tibco SmartSockets	1. Produce Software Source Code 2. Product Release Notes 3. Produce an Operations Manual 4. Produce a Maintenance Manual	1. Oracle 12c Database Administration Certification AND 2. Oracle DBA Certification AND 3. Oracle Java and Middleware Developer Tools Certification AND 4. Oracle BI Certification
SWE	1. Software Configuration Manager 2. Capability Maturity Model	1. CVS	1. Produce a Software Build 2. Produce a Release Build Report	1. CSEP Certification OR 2. ESEP Certification
SWE	1. Software Testing	1. HP ALM	1. Conduct a Verification Readiness Review 2. Conduct a User Acceptance Test 3. Conduct a Validation Test 4. Produce a Verification Plan 5. Produce a Validation Plan 6. Produce Test Cases 7. Produce a Verification Report 8. Produce a Validation Report	1. HP ALM Certification
SWE	1. Software Training		1. Conduct a Training Course 2. Produce a Training Plan 3. Produce Training Course Materials	

Exhibit A
IT Consulting Services (State)

Roles (Required)	Knowledge (Required)	Skills (Required)	Abilities (Required)	Certifications (Desired)
SWE	<ul style="list-style-type: none"> 1. Unix Operating systems 2. Linux Operating Systems 3. Windows Operating Systems 4. Oracle Database Administrator 	<ul style="list-style-type: none"> 1. HP-UX OS 2. Oracle 12c Database 3. Tibco SmartSockets 	<ul style="list-style-type: none"> 1. Setup a Software Development, Test, and Production Environments 2. Setup a Database 3. Setup Commercial Off The Shelf Software 	<ul style="list-style-type: none"> 1. Oracle 12c Database Administration Certification

J. Addition/Deletion/Substitution of Staff

In the event that a member of Contractor's team is unavailable due to illness, resignation, or other factors beyond Contractor's control, Contractor will be allowed ten (10) State business days to replace personnel. In support of Contractor's compliance with this provision, Contractor must notify Caltrans Contract Manager of personnel vacancies within fifteen (15) State business days of notice that the staff will no longer be available. Contractor shall submit a request for a personnel change using **Attachment 6, Personnel Change Request/Authorization Form**. Contractor must provide qualified personnel who can satisfactorily complete the identified tasks, provide satisfactory deliverables, and satisfactorily complete statements of work. Replacement, addition or substitution of personnel shall meet the same or higher technical expertise and experience than the original personnel leaving the project, and in accordance with the requirements identified in this **Exhibit A, Section 15**. Contractor shall provide resumes and references of these staff that describes their particular relevant experience. The substitution or addition of staff for any reason will be subject to the review and approval of Caltrans Contract Manager.

Exhibit B
IT Consulting Services (State)

Budget Detail and Payment Provisions

1. Invoicing and Payment

- A. For Task Order services satisfactorily rendered, and upon approval of services by the Caltrans Contract Manager, and upon receipt and approval of the invoices, Caltrans agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates in **Attachment 1** and this **Exhibit B**. Incomplete or disputed invoices shall be returned to the Contractor, unpaid, for correction.
- B. Invoices shall be submitted via email and include:
 - 1) Agreement number **51A0611**
 - 2) Task Order Number
 - 3) Deliverable Acceptance Document
 - 4) Dates of Services
 - 5) Number of Hours
 - 6) Hourly Rate
 - 7) Description of Work
- C. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

Department of Transportation
D51 / HQ Traffic Operations
Attention: TBD, Contract Manager
1820 Alhambra Blvd
Sacramento, CA 95816

2. Costs Included in Rates

The Contractor costs related to items such as materials, supplies, and the cost of employer payments to or on behalf of employees, subsistence, travel and per diem, compensation, insurance premiums, unemployment contributions, social security taxes, Agreement bond premiums, and any other taxes or assessments including sales and use tax required by law or otherwise are the costs of the Contractor and shall be inclusive of the hourly rates specified in **Attachment 1**, and no additional allowance will be made thereof, and will not be paid separately as part of this Agreement.

3. Cost Limitation

- A. Total amount of this Agreement shall not exceed **\$TBD**.
- B. It is understood and agreed that this total is an estimate and that Caltrans will pay only for those services actually rendered as authorized by Caltrans Contract Manager up to the total amount set forth in **Section 3.A, above**.

4. Rates

Rates for these services may be found on **Attachment 1** of this document.

Exhibit B
IT Consulting Services (State)

5. Allowable Costs and Payments

- A. The Contractor shall not commence performance of work or services until this Agreement has been approved by Caltrans. No payment will be made prior to approval nor for any work performed prior to approval of this Agreement.
- B. The total amount payable by Caltrans, shall not exceed **\$TBD**.

6. Cost Principles

- A. The Contractor agrees that the Contract Cost Principles and Procedures in 48 Code of Federal Regulations (CFR), Part 31, and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements or Federal Awards, in 2 CFR, Part 200, shall be used to determine the allowable individual items of cost.
- B. Any costs for which payment has been made to the Contractor that are determined by subsequent audit to be unallowable under 48 CFR, Part 31 or 2 CFR, Part 200, are subject to repayment by Contractor to Caltrans.
- C. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this clause.

Exhibit C
IT Consulting Services (State)

General Provisions – Information Technology (GSPD-401IT) Revised and Effective 6/21/2022

<https://www.dgs.ca.gov/-/media/Divisions/PD/PTCS/OPPL/Model-Language/IT/ITGeneralProvisions062122.pdf?la=en&hash=A627F242C01919F872687EC62B8BC6BF41BE876E>

Exhibit D
IT Consulting Services (State)

Special Terms and Conditions

1. Subcontractors

Contractor shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted.

2. Evaluation of Contractor

Performance of Contractor under this Agreement will be evaluated. The evaluation shall be prepared on Contract/Contractor Evaluation (STD 4), and maintained in the Office file, and DGS, Office of Legal Services, if the evaluation is negative and the contract price is over \$5,000.

3. Contractor's Reports and/or Meetings

Any document or written report prepared as a requirement of this Agreement shall contain, in a separate section preceding the main body of the document, a list of all Contracts and subcontracts (including dollar amounts) relating to the preparation of those documents or reports if the combined costs for work by non-employees of Contractor exceed \$5,000.

4. State-Owned Data—Integrity and Security

A. Contractor shall comply with the following requirements to ensure the preservation, security, and integrity of State-owned data on portable computing devices and portable electronic storage media:

- 1) Encrypt all State-owned data stored on portable computing devices and portable electronic storage media using government-certified Advanced Encryption Standard (AES) cipher algorithm with a 256-bit or 128-bit encryption key to protect Caltrans data stored on every sector of a hard drive, including temp files, cached data, hibernation files, and even unused disk space.**

Data encryption shall use cryptographic technology that has been tested and approved against exacting standards, such as FIPS 140-2 Security Requirements for Cryptographic Modules.

- 2) Encrypt, as described above, all State-owned data transmitted from one computing device or storage medium to another.**
- 3) Maintain confidentiality of all State-owned data by limiting data sharing to those individuals contracted to provide services on behalf of the State, and limit use of State information assets for State purposes only.**
- 4) Install and maintain current anti-virus software, security patches, and upgrades on all computing devices used during the course of the Agreement.**
- 5) Notify Caltrans Contract Manager immediately of any actual or attempted violations of security of State-owned data, including lost or stolen computing devices, files, or portable electronic storage media containing State-owned data.**
- 6) Advise the owner of the State-owned data, the agency Information Security Officer, and the agency Chief Information Officer of vulnerabilities that may present a threat to the security of State-owned data and of specific means of protecting that State-owned data.**

B. Contractor shall use the State-owned data only for State purposes under this Agreement.

Exhibit D
IT Consulting Services (State)

- C. Contractor shall not transfer State-owned data to any computing system, mobile device, or desktop computer without first establishing the specifications for information integrity and security as established for the original data file(s) (State Administrative Manual (SAM) Section 5335.1).
- D. Contractors have appropriate systems and controls in place to ensure the operation, use, and maintenance of both Caltrans-funded and vendor furnished software will not violate federal and state copyright laws, rules, and regulations.

5. Reporting Disabled Veteran Business Enterprise (DVBE) Utilization

If this Agreement requires DVBE participation, it is the responsibility of Contractor to track DVBE goal progress and Contractor must report the actual amount paid to certified Subcontractors. Contractors must comply with Government Code Section 14841 and Military and Veterans Code Sections 999.5(d) and 999.7 by reporting the actual utilization of certified Subcontractor(s) during the performance of this Agreement. Contractor shall prepare and submit the Report of Utilization of Small/Micro Business and Disabled Veteran Business Enterprise State Funded Contracts Only (ADM-3059) (<https://forms.dot.ca.gov/v2Forms/servlet/FormRenderer?frmId=ADM3059>) to Caltrans Contract Manager with each invoice.

If Contractor fails to submit the ADM-3059 with the final invoice, Caltrans Contract Manager shall withhold \$10,000, or the full payment if it is less than \$10,000, from the final payment on the Agreement until Caltrans Contract Manager receives a complete and satisfactory ADM-3059. Caltrans Contract Manager shall notify Contractor by email that Contractor must submit a complete and satisfactory ADM-3059 within 30 days from the date of the notice. If Contractor fails to fully complete and submit the ADM-3059 within this 30-day period, Caltrans shall permanently withhold payment of the final invoice.

Upon Caltrans Contract Manager's request, Contractor shall provide proof of payment for the work performed by the DVBE subcontractor(s).

6. Reporting Small Business/Micro Business (SB/MB) Utilization

If SB/MB Subcontractor participation is a requirement of this Agreement, Contractor must report the actual amount paid to certified Subcontractors. Contractor must comply with Government Code Section 14841 by reporting the actual utilization of certified Subcontractor(s) during the performance of this Agreement. Contractor shall prepare and submit the Report of Utilization of Small/Micro Business and Disabled Veteran Business Enterprise State Funded Contracts Only (ADM-3059) (<https://forms.Caltrans.ca.gov/v2Forms/servlet/FormRenderer?frmId=ADM3059>) to Caltrans Contract Manager with each invoice.

7. DVBE Participation (Without Goals)

Caltrans has established no goals for the participation of DVBE for this Agreement. However, Contractor shall be fully informed respecting the California Public Contract Code Sections 10115 et seq., which is incorporated by reference. Contractor is urged to obtain DVBE Subcontractor participation should clearly defined portions of the work become available.

Exhibit D
IT Consulting Services (State)

8. Consultant Contractor's Rights and Obligations

Contractor is advised that the provisions of Public Contract Code Sections 10335 through 10381 pertaining to the duties, obligations, and rights of a consultant service Contractor are applicable to this Agreement.

9. ADA Compliance

All entities that provide electronic or information technology or related services that will be posted online by Caltrans must be in compliance with Government Code Sections 7405 and 11135 and the Web Content Accessibility Guidelines (WCAG) 2.0 or subsequent version, published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success. All entities will respond to and resolve any complaints/deficiencies regarding accessibility brought to their attention.

10. Electronic Signatures

Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures for this Agreement. Documents that are referenced by this Agreement may still require manual signatures.

Exhibit E
IT Consulting Services (State)

Additional Provisions

1. General Provisions Required in All Insurance Policies
 - A. Deductible: Contractor is responsible for any deductible or self-insured retention contained within the insurance program.
 - B. Coverage Term: Coverage must be in force for the complete term of this Agreement. If insurance expires during the term of this Agreement, a new certificate must be received by the Caltrans Contract Manager at least 10 days prior to the expiration of the insurance. Any new insurance must continue to comply with the original terms of this Agreement 20A0351.
 - C. Policy Cancellation or Termination and Notice of Non-Renewal: Contractor shall provide, to the Caltrans Contract Manager within five (5) business days, following receipt by Contractor, a copy of any cancellation or non-renewal of insurance required by this Agreement. 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 Agreement upon the occurrence of such event, subject to the provisions of this Agreement.
 - D. Primary Clause: Any required insurance contained in this Agreement shall be primary, and not excess or contributory, to any other insurance carried by the State.
 - E. Inadequate Insurance: Inadequate or lack of insurance does not negate the Contractor's obligations under this Agreement.
 - F. 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.
 - G. Insurance Carrier Required Rating: All insurance companies must carry a rating acceptable to the Department of General Services, Office of Risk and Insurance Management (ORIM). 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. Department of General Services, ORIM Website: <https://www.dgs.ca.gov/ORIM>.
 - H. Contractor shall include all of its Subcontractors as insureds under Contractor's insurance or supply evidence of insurance to the State equal to the policies, coverages and limits required of Contractor.
 - I. The State will not be responsible for any premiums or assessments on the policy.
2. Insurance Requirements
 - A. Commercial General Liability
 - 1) Contractor shall maintain general liability on an occurrence form with limits not less than **\$1,000,000** per occurrence and **\$2,000,000** aggregate for bodily injury and property damage liability. The policy shall include coverage for liabilities arising out of premises, operations, independent Contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured Agreement. 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.

Exhibit E
IT Consulting Services (State)

2) The policy must include:

Caltrans, State of California, its officers, agents, and employees are included as additional insured, but only with respect to work performed for the State of California under this Agreement. The additional insured endorsement must accompany the certificate of insurance.

3) This endorsement must be supplied under form acceptable to the Department of General Services, Office of Risk and Insurance Management.

B. Automobile Liability

Contractor shall maintain motor vehicle liability with limits not less than **\$1,000,000** combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. The same additional insured designation and endorsement required for general liability is to be provided for this coverage.

C. Workers' Compensation and Employer's Liability

Contractor shall maintain statutory workers' compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Agreement. Employer's liability limits of **\$1,000,000** are required. When work is performed on State owned or controlled property the workers' compensation policy shall contain a waiver of subrogation in favor of the State. The waiver of subrogation endorsement shall be provided to the Caltrans' Contract Manager.

D. Professional Liability

Contractor shall maintain Professional Liability at **\$1,000,000** covering any damages caused by a negligent error, act, or omission. The policy's retroactive date must be displayed on the certificate of insurance and must be before the date this Agreement was executed or before the beginning of this Agreement work. The Contractor is responsible to maintain continuous coverage for up to three years after the notice of completion.

E. Satisfying a Self-Insured Retention (SIR)

All insurance required by this Agreement must allow, but not require, the State to pay any SIR and/or act as the Contractor's agent in satisfying any SIR. The choice to pay any SIR and/or act as the Contractor's agent in satisfying any SIR is at the State's discretion. If the State chooses to pay any SIR and/or act as the Contractor's agent in satisfying any SIR, the Contractor shall reimburse the State for the same.

F. Available Coverages/Limits

In the event the insurance coverages obtained by the Contractor is broader in scope than, and/or the limits are higher than, those required under the contract, all such broader coverage and/or higher limits available to the Contractor shall also be available and applicable to the State.

3. Prohibition of Delinquent Taxpayers

Public Contract Code Section 10295.4 prohibits the State from entering into an Agreement for goods or services with any taxpayer, whose name appears on either list maintained by the California Department of Tax and Fee Administration or the Franchise Tax Board pursuant to

Exhibit E
IT Consulting Services (State)

Revenue and Taxation Code Sections 7063 and 19195, respectively, of the 500 largest tax delinquencies. Public Contract Code Section 10295.4 provides no exceptions to these prohibitions.

4. Contractor Name Change

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change, the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. Corporate Qualifications to Do Business in California

- A. When agreements are to be performed in the State by corporations, the contracting agencies will be verifying that the Contractor is currently qualified to do business in California in order to ensure that all obligations due to the State are fulfilled.
- B. "Doing business" is defined in Revenue and Taxation Code Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate Contractor performing within the State not be subject to the franchise tax.
- C. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. Conflict of Interest

Contractor needs to be aware of the following provisions regarding current or former State employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

A. Current State Employees (Pub. Cont. Code Section 10410):

- 1) No officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2) No officer or employee shall contract on his or her own behalf as an independent Contractor with any State agency to provide goods or services.

B. Former State Employees (Pub. Cont. Code Section 10411):

- 1) For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency.
- 2) For the 12-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving State service.

Exhibit E
IT Consulting Services (State)

- C. If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void (Pub. Cont. Code Section 10420).
- D. Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time, and payment for per diem (Pub. Cont. Code Section 10430(e)).

7. **Warranty**

Notwithstanding, **Exhibit C, Sections 18(a) and 18(e)**:

- A. **Limited Services Warranty and Remedy for Breach.** In addition to the warranties provided in **Exhibit C**, Contractor warrants to Caltrans that, for the period beginning on the date of the Agreement and continuing for 90 days after final acceptance of all Services pursuant to the Agreement, Contractor will render all Services under such Agreement with reasonable care and skill. If Caltrans notifies Contractor within the warranty period of a breach of the foregoing warranty, Contractor will re-perform such Services in compliance with the foregoing warranty. With regard to the warranties set forth in this **Section 12**, if despite its reasonable efforts, Contractor is unable to provide Caltrans with Services in compliance with the foregoing warranty, then, subject to the limitations set forth in **Exhibit C, Section 26**, Caltrans may pursue its remedy at law to recover direct damages resulting from the breach of this limited warranty. For the purposes of this Agreement, "Services" means professional services as specified in **Exhibit A** of this Agreement.
- B. **Limited Software Warranty by Contractor and Remedy for Breach.** In addition to the warranties provided in **Exhibit C**, Contractor warrants that each Software licensed to Caltrans will operate in accordance with its Documentation for a period of 12 months from the Delivery Date ("Warranty Period"). Contractor warrants that the media on which the Software is delivered will be free of material defects in material and workmanship for a period of 12 months from the Delivery Date. With regard to the warranties set forth in this **Section 12**, Contractor's sole obligation with respect to a breach of either of the foregoing warranties shall be to repair or replace the Software or media giving rise to the breach of warranty so that each Software licensed to Caltrans operates in accordance with its Documentation. With regard to the warranties set forth in this **Section 12**, if Contractor is unable to repair or replace such Software or media within a reasonable period of time (not to exceed 45 days unless otherwise agreed by the parties), then, subject to the limitations set forth in **Exhibit C, Section 26** of this Agreement, Caltrans may pursue its remedies at law to recover direct damages resulting from the breach of the applicable warranty. Caltrans must provide notice to Contractor of any warranty claim within the warranty period. The parties agree the duration of the Warranty Period specified above is offered by Contractor solely in reliance upon Caltrans's commitment to renew annual Support through the Warranty Period. The support period specified herein is a binding term with respect to the ongoing availability of the Limited Software Warranty and Support may not be cancelled or terminated during this time without terminating the remainder of the Warranty Period.

8. **Confidential Information**

- A. The following is added to **Exhibit C, Section 34–Confidential Information**. Except as otherwise permitted under this Agreement, the Recipient will not disclose to any third party, or make any use of the Discloser's Confidential Information. The Recipient will use at least the same standard of care to maintain the confidentiality of the Discloser's Confidential Information that it uses to maintain the confidentiality of its own Confidential Information, but

Exhibit E
IT Consulting Services (State)

in no event less than reasonable care. Except in connection with the computer software programs licensed by Contractor to Caltrans ("Licensed Software") and any software provided with the Licensed Software, the non-disclosure and non-use obligations of this Agreement will remain in full force with respect to each item of Confidential Information for a period of 10 years after Recipient's receipt of that item. However, Caltrans's obligations to maintain both the Licensed Software and any software provided with the Licensed Software as confidential will survive in perpetuity. Notwithstanding the foregoing, this Section is not intended to prevent a Recipient from using Residual Knowledge, subject to any Intellectual Property Rights of the Discloser. "Recipient" means the party receiving Confidential Information of the Discloser. "Discloser" means the party providing Confidential Information to the Recipient. "Residual Knowledge" means ideas, concepts, know-how or techniques related to the Discloser's technology and Confidential Information that are retained in the unaided memories of the Recipient who had rightful access to Confidential Information.

B. Notwithstanding the foregoing, in the event that a court or other governmental authority of competent jurisdiction issues an order, subpoena, or other lawful process requiring the disclosure of the Confidential Information, Caltrans shall notify Contractor immediately upon receipt thereof to facilitate Contractor efforts to prevent such disclosure, or otherwise preserve the confidentiality of the Confidential Information. Caltrans shall not be in violation of the Agreement if (a) Caltrans notifies the Contractor that a third party seeks to obtain the Confidential Information pursuant to a court order and Contractor fails to obtain relief from said court order before the date that Caltrans is required to disclose the Confidential Information, (b) Caltrans notifies the Contractor that a third party seeks to obtain the Confidential Information under right provided by law (such as the California Public Records Act) and Contractor takes no legal action to prevent the disclosure within 30 days from the day of said notice, or (c) Contractor notifies Caltrans that Contractor will take no legal action to maintain the confidentiality of the Confidential Information or does not object to the disclosure of the Confidential Information.

9. Non-Solicitation

Subject to the terms of California law, including, without limitation, Business and Professions Code Sections 16600 et al., during the period that Contractor is providing Services pursuant to this Agreement and for a period of one (1) year following the completion of such Services, neither Contractor nor Caltrans will offer to hire, hire, Solicit for employment or retention as an independent Contractor, or in any way employ any Resource of the other party without the prior written consent of the other party. "Solicit" as used in this Section does not include general solicitations, such as advertisements in newspapers, trade publications or on the internet. "Resource" for purposes of this Section means: (a) employees of the non-hiring party who directly worked on the Services project at Caltrans's location (the "Project"), and (b) former employees of the non-hiring party who directly worked on the Project and whose employment with that party ended less than six (6) months prior to the date of such offer to hire, hire, Solicitation, or employment.

10. Termination

The following is added to **Exhibit C, Section 23**:

A. Termination due to Project Abandonment. This Agreement may be terminated in whole or in part in accordance with this Section by either party if the other party abandons the Project. For purposes of this Section, the Project will be considered abandoned if either party (i)

Exhibit E
IT Consulting Services (State)

stops work on the Project for a period of 30 days, (ii) disbands its Project Team, (iii) refuses in a material and substantial way to undertake its responsibilities in the Project Plan for a period of 60 days, or (iv) refuses to Go Live for reasons unrelated to the performance of the Services by Contractor. Notwithstanding any other provision in this Agreement, abandonment does not include action or inaction by Caltrans' under Section 45 (Stop Work) under Exhibit C. To effect termination on this Section, the non-abandoning party shall deliver a written notice to the other party which specifies the extent to which the Services under this Agreement are terminated ("Notice of Termination"). The Notice of Termination will become effective no earlier than 30 days from the date of the Notice of Termination ("Termination Date"). Termination shall be effective as of 11:59 p.m., Pacific Time, on the Termination Date. Upon Project terminating under this Section, the non-abandoning party shall promptly proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amount of payment due to Contractor under this Section. If the non-abandoning party is Caltrans, Contractor shall: (i) stop work as specified in the Notice of Termination, (ii) place no further subcontracts for materials, Services, or facilities except as necessary to complete any continuing portion of the Contract, (iii) terminate all subcontracts to the extent they relate to the work terminated, and (iv) settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts. Caltrans may engage Contractor under a separate Agreement to provide Services for any outstanding Deliverables originally within the scope of this Contract, but which remain open due to termination under this Section. In no event shall payment pursuant to this provision exceed the amount payable to Contractor if the Agreement had been fully performed. The parties shall possess any and all other remedies available under the Agreement.

B. Payment for Services. In the event of all or any partial termination of this Agreement under this Section, Contractor shall be entitled to the unpaid compensation for services actually rendered and expenses incurred, up to and including the Termination Date. If within 60 days following the Termination Date, the parties have not agreed upon the amount for the Services rendered as of the Termination Date, then the issue will be treated as a dispute under this Agreement. In no event shall payment pursuant to this provision exceed the amount payable to Contractor if the Agreement had been fully performed.

11. Maintenance

The following terms and conditions are superseded and replaced by any alternate or inconsistent terms and conditions in the Agreement.

A. The correction of any residual errors in any Software Product that may be discovered by Contractor or by the State will be considered maintenance. Such maintenance will be performed by Contractor without additional charge for the duration of this Agreement. Suspected errors discovered by the State in the Software Products will be handled by the following procedures:

- 1) A listing of the output and a copy of the identical input data in machine-readable form will be submitted to Contractor, along with a completed copy of the appropriate Contractor information form and, if appropriate, a listing of the contents of the memory of the CPU at the time the error condition was noted.
- 2) Errors in the Software Product as verified by Contractor will be corrected by providing a new copy of said Software Product (or of the affected portions) in machine-readable form.

Exhibit E
IT Consulting Services (State)

- 3) The Contractor shall attempt to correct Software Product errors within a reasonable time.
- B. Contractor will be available to assist the State in isolating and correcting error conditions caused by the State's particular Hardware or Operating System at rates in accordance with the Agreement's **Exhibits A and B**, and **Attachment 1**.
- C. If Contractor is called upon by State to correct an error caused by State's negligence, modification by State, State supplied data, machine or operator failure, or due to any other cause not inherent in the original Software Products, Contractor reserves the right to charge State for such service on a time and material basis, or rates in accordance with the Agreement's **Exhibits A and B**, and **Attachment 1**.

12. Acceptance of Software

Notwithstanding the Order of Precedence set forth in **Section 11 of Exhibit C** or any other provision of this Agreement, the following definitions shall control in this Agreement:

- A. **Commercial Software.** Acceptance of Commercial Software will be governed by the terms and conditions of the Agreement of the parties.
- B. **Custom Software.** Unless otherwise provided in the Statement of Work, acceptance procedures for Custom Software will be as set forth in this Agreement. No payment for Custom Software will be due before Acceptance thereof, except to the extent required by progress payment terms in the Statement of Work. Any notice of rejection will explain how the Custom Software Product fails to substantially conform to the functional and performance specifications of this Contract. Contractor will, upon receipt of such notice, investigate the reported deficiency and exercise reasonable best efforts to remedy it promptly. The State, in its sole discretion, will have the option to re-perform the acceptance test. If the Contractor is unable to remedy the deficiency within sixty (60) days of notice of rejection, the State shall have the option of accepting substitute Software, terminating for default the portion of the Contract that relates to such Custom Software, or terminating this Contract in its entirety for default.

13. Ownership of Intellectual and Proprietary Property

For the purposes of this section (**Ownership of Intellectual Proprietary Property**) of **Exhibit E** of Contract **51A0611** (herein after referred to as "this Agreement") the following definitions shall apply:

Work: As delineated in **Exhibit A** of the Agreement.

Intellectual Property: means technical information, inventions, developments, discoveries, know-how, methods, techniques, formulae, algorithms, data, processes and other proprietary ideas, whether or not patentable or copyrightable, patent applications, patents, copyrights, trademarks, trade secrets, and any other legally protectable information, including computer software.

Intellectual Property Work ("Work"): means any work or activity performed by the Contractor or jointly with the Contractor's Subcontractor and/or the Contractor's Subcontractor's employee's with one or more employees, within the scope of performance of any Caltrans Intellectual Property Work effort, pursuant to the Statement of Work (SOW), or any other written terms in this Agreement and paid by the California Department of Transportation (Caltrans).

Exhibit E
IT Consulting Services (State)

Government: means Caltrans.

Project Research Data: means information including, without limitation, documents, drawings, models, designs, data, memoranda, tapes, drives, disks, any other electronic storage medium, records, and databases, in hard copy form or in electronic form, developed during performance of the Work and regardless of whether paid for by Caltrans, its Contractor(s)/Grant Recipient(s), or subcontractors.

Work Product: As defined as Deliverable in **Exhibit A** of the Agreement including but not limited to, all Work and Deliverables conceived or made, or made hereafter conceived or made, either solely or jointly with others during the term of this Agreement and during a period of six (6) months after the termination thereof, which relates to the Work commissioned or performed under this Agreement. "Work Product" includes all deliverables, inventions, innovations, improvements, or other works of authorship Contractor may conceive of or develop in the course of this Agreement, whether or not they are eligible for patent, copyright, trademark, trade secret, or other legal protection.

Inventions: Any idea, methodologies, design, concept, technique, invention, discovery, improvement or development which is or may be patentable or otherwise protectable under Title 35 of the United States Code made solely by the Contractor or jointly with the Contractor's Subcontractor and/or the Contractor's Subcontractor's employee's with one or more employees during the term of this Agreement and in performance of any Work under this Agreement, provided that either the conception or reduction to practice thereof occurs during the term of this Agreement and in performance of Work issued under this Agreement.

Subject Invention: Any invention of the Contractor conceived or first actually reduced to practice in the performance of work under this contract.

Practical Application: To manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or Government regulations, available to the public on reasonable terms.

Made: When used in relation to any invention means the conception or first actual reduction to practice of such invention.

Small Business Firm: A small business firm as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in Government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.

Nonprofit Organization: A university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

Exhibit E
IT Consulting Services (State)

A. Ownership of Work Product and Rights:

1. Ownership of Work Product:

Except in regard to Pre-existing Works, all Work Product derived by the Work performed by the Contractor, its employees or by any of the Contractor's Subcontractor's employees under this Agreement, shall be owned by Caltrans and shall be considered works made for hire by the Contractor's Subcontractor for Caltrans. Caltrans shall own all United States and international copyrights in the Work Product.

As such, all Work Product shall contain, in a conspicuous place, a copyright designation consisting of a "c" in a circle followed by the four-digit year in which the Work Product was produced, followed by the words "California Department of Transportation." For example, a Work Product created in the year 2012 would contain the copyright designation © 2012 California Department of Transportation.

2. Vesting of Copyright Rights:

Contractor, its employees or any of Contractor's Subcontractor's employees agrees to perpetually assign, and upon creation of each Work Product automatically assigns, to Caltrans, its successors and assigns, ownership of all United States and international copyrights in each and every Work Product, insofar as any such Work Product, by operation of law, may not be considered work made for hire by the Contractor's Subcontractor from Caltrans. Contractor, its employees or any of Contractor's Subcontractor's employees agree to execute the attached **Copyright Assignment**, attached to this Agreement as **Attachment 4**, acknowledging Caltrans undivided copyright interest to the Work. From time to time upon Caltrans' request, the Contractor's Subcontractor and/or its employees shall confirm such assignments by execution and delivery of such assignments, confirmations or assignment, or other written instruments as Caltrans may request. Caltrans, its successors and assigns, shall have the right to obtain and hold in its or their own name(s) all copyright registrations and other evidence of rights that may be available for Work Product. Contractor hereby agrees to waive all moral rights relating to identification of authorship restriction or limitation on use, or subsequent modifications of the Work.

B. Inventions

1. Vesting of Patent Rights:

The Contractor, its employees and any Contractor's Subcontractors hereby agrees to assign to Caltrans, its successors, and assigns, all Inventions, together with the right to seek protection by obtaining patent rights therefore and to claim all rights or priority there under, and the same shall become and remain Caltrans' property regardless of whether such protection is sought. The Contractor, its employees and Contractor's Subcontractor shall promptly make a complete written disclosure to Caltrans of each Invention not otherwise clearly disclosed to Caltrans in the pertinent Work Product, specifically pointing out features or concepts that the Contractor, its employees and Contractor's Subcontractor believes to be new or different. Contractor, its employees and Contractor's Subcontractor agree to execute the attached **Non-Disclosure Agreement**, attached to this Agreement as **Attachment 5**. The Contractor, its employees and Contractor's Subcontractor shall, upon Caltrans' request and at Caltrans' expense, cause patent applications to be filed thereon, through solicitors designated by

Exhibit E
IT Consulting Services (State)

Caltrans, and shall sign all such applications over to Caltrans, its successors, and assigns. The Contractor, its employees and Contractor's Subcontractor shall give Caltrans and its solicitors all reasonable assistance in connection with the preparation and prosecution of any such patent applications and shall cause to be executed all such assignments or other instruments or documents as Caltrans may consider necessary or appropriate to carry out the intent of this Agreement.

2. Agency:

In the event that Caltrans is unable for any reason whatsoever to secure the Contractor's, its employees' and/or Contractor's Subcontractor's signature to any lawful or necessary document required or desirable to apply for or prosecute any United States application (including renewals or divisions thereof), Contractor, its employees and Contractor's Subcontractor hereby irrevocably designates and appoints Caltrans and its duly authorized officers and agents, as its agent and attorney-in-fact, to act for and on Contractor, its employees and Contractor's Subcontractor's behalf and stead, to execute and file such applications and do all other lawfully permitted acts to further the prosecution and issuance of any copyrights, trademarks or thereon with the same legal force and effect as if executed by Contractor, its employees and/or Contractor's Subcontractor. Caltrans shall have no obligations to file any copyright, trademark, or patent applications.

3. Avoidance of Infringement:

In performing services under this Agreement, Contractor and its employees agree to avoid designing or developing any items that infringe one or more patents or other intellectual property rights of any third party. If Contractor or its employees becomes aware of any such possible infringement in the course of performing any work under this Agreement, Contractor or its employees shall immediately notify Caltrans in writing.

4. Pre-Existing Works and License:

Contractor acknowledges that all Work Product shall be the sole and exclusive property of Caltrans, except that any pre-existing works created by Contractor and third parties outside of the Agreement but utilized in connection with the Agreement (the "Pre-existing Works") shall continue to be owned by Contractor or such parties. Contractor agrees to notify Caltrans' Contract Manager in writing of any Pre-existing Works used in connection with any Work Product produced under this Agreement and hereby grants Caltrans, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose Contractor's Pre-existing Works with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated into the Work Product resulting from this Agreement.

5. To Caltrans a non-exclusive, perpetual, royalty-free license to utilize the Pre-existing Works in connection with the Work Product.

C. Additional Provisions Subcontractors:

Contractor shall affirmatively bind by contract any of its Subcontractors or service vendors (hereinafter "Contractor's Subcontractor") providing services under this Agreement to conform to the provisions of this Exhibit E. Contractor's Subcontractor shall then provide the

Exhibit E
IT Consulting Services (State)

signed contract to the Contractor, who shall provide it to Caltrans' Contract Manager prior to the commencement of any work. In performing services under this Agreement, Contractor's Subcontractor agrees to avoid designing or developing any items that infringe one or more patents or other intellectual property rights of any third party. If Contractor's Subcontractor becomes aware of any such possible infringement in the course of performing any Work under this Agreement, Contractor's Subcontractor shall immediately notify the Contractor in writing, Contractor will then immediately notify the Caltrans Contract Manager in writing.

D. Ownership of Data:

1. Upon completion of all work under this Agreement, all intellectual property rights, ownership and title to all reports, documents, plans, specifications, and estimates, produced as part of this Agreement will automatically be vested in Caltrans and no further agreement will be necessary to transfer ownership to Caltrans. The Consultant shall furnish Caltrans all necessary copies of data needed to complete the review and approval process.
2. It is understood and agreed that all calculations, drawings, and specifications, whether in hard copy or machine readable form, are intended for one-time use in the construction of the project for which this Agreement has been entered into.
3. The Consultant is not liable for claims, liabilities or losses arising out of, or connected with, the modification or misuse by Caltrans of the machine readable information and data provided by the Consultant under this Agreement; further, the Consultant is not liable for claims, liabilities or losses arising out of, or connected with, any use by Caltrans of the project documentation on other projects, for additions to this project, or for the completion of this project by others, excepting only such use as may be authorized, in writing, by the Consultant.
4. Any sub-agreement in excess of twenty-five thousand (\$25,000.00) dollars, entered, into as a result of this Agreement, shall contain all of the provisions of this clause.
5. Small Business Firms and Nonprofit Organizations Patent Rights.

E. Patent Rights (Small Business Firms and Nonprofit Organizations):

1. Allocation of Principal Rights:

The Contractor may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the Contractor retains title, Caltrans shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

2. Invention Disclosure, Election of Title and Filing of Patent Application By Contractor:

- a. The Contractor will disclose each subject Invention to the Caltrans Contract Manager within two months after the inventor discloses it in writing to Contractor personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the contract under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics

Exhibit E
IT Consulting Services (State)

of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the Invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure, the Contractor will promptly notify the Caltrans Contract Manager of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the Contractor.

- b. The Contractor will elect in writing whether or not to retain title to any such invention by notifying the Caltrans Contract Manager within two years of disclosure. However, in any case where publication, on sale or public use has initiated the one year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened to a date that is no more than sixty (60) days prior to the end of the statutory period.
- c. The Contractor will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The Contractor will file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.
- d. Requests for extension of the time for disclosure, election, and filing under subparagraphs (a), (b), and (c) may, at the discretion of Caltrans, be granted.

3. Conditions when the Government May Obtain Title:

The Contractor will convey to the Caltrans Contract Manager, upon written request, title to any subject invention -

- a. If the Contractor fails to disclose or elect title to the subject invention within the times specified in (2), above, or elects not to retain title; provided that the agency may only request title within sixty (60) days after learning of the failure of the Contractor to disclose or elect within the specified times.
- b. In those countries in which the Contractor fails to file patent applications within the times specified in (2) above; provided, however, that if the Contractor has filed a patent application in a country after the times specified in (2) above, but prior to its receipt of the written request the Contractor shall continue to retain title in that country.
- c. In any country in which the Contractor decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

4. Minimum Rights to Contractor and Protection of the Contractor Right to File:

- a. The Contractor will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the Contractor fails to disclose the Invention within the times specified in (2), above. The Contractor's license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the Contractor is a party and includes the right to grant

Exhibit E
IT Consulting Services (State)

sublicenses of the same scope to the extent the Contractor was legally obligated to do so at the time the contract was awarded. The license is transferable only with the approval of Caltrans except when transferred to the successor of that party of the Contractor's business to which the invention pertains.

- b. The Contractor's domestic license may be revoked or modified by Caltrans to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and agency licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the Contractor has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of Caltrans to the extent the Contractor, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.
- c. Before revocation or modification of the license, Caltrans will furnish the Contractor a written notice of its intention to revoke or modify the license, and the Contractor will be allowed thirty (30) days (or such other time as may be authorized by Caltrans for good cause shown by the Contractor) after the notice to show cause why the license should not be revoked or modified. The Contractor has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and agency regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

5. Contractor Action to Protect the Government's Interest:

- a. The Contractor agrees to execute or to have executed and promptly deliver to the Caltrans Contract Manager all instruments necessary to (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the Contractor elects to retain title, and (ii) convey title to the Caltrans Contract Manager when requested under paragraph (3) above and to enable the Government to obtain patent protection throughout the world in that subject invention.
- b. The Contractor agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the Contractor each subject Invention made under contract in order that the Contractor can comply with the disclosure provisions of paragraph (2), above, and to execute all papers necessary to file patent applications on subject inventions and to establish the Government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by (2)(a), above. The Contractor shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.
- c. The Contractor will notify the Caltrans Contract Manager of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than

Exhibit E
IT Consulting Services (State)

thirty days before the expiration of the response period required by the relevant patent office.

- d. The Contractor agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with Government support under (identify the contract) awarded by Caltrans. The Government has certain rights in the invention."

6. Subcontracts:

- a. The Contractor will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work to be performed by a small business firm or domestic nonprofit organization. The subcontractor will retain all rights provided for the Contractor in this clause, and the Contractor will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.
- b. The Contractor will include in all other subcontracts, regardless of tier, for experimental developmental or research work the patent rights clause required by (cite section of agency implementing regulations or FAR).
- c. In the case of subcontracts, at any tier, when the prime award with Caltrans is a contract (but not a grant or cooperative agreement), the agency, subcontractor, and the Contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor, Caltrans with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (9) of this clause.

7. Reporting on Utilization of Subject Inventions:

The Contractor agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject Invention or on efforts at obtaining such utilization that are being made by the Contractor or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Contractor, and such other data and information as the agency may reasonably specify. The Contractor also agrees to provide additional reports as may be requested by the agency in connection with any march-in proceeding undertaken by the agency in accordance with paragraph (9) of this clause. As required by 35 U.S.C. 202(c)(5), the agency agrees it will not disclose such information to persons outside the Government without permission of the Contractor.

8. Preference for United States Industry:

Notwithstanding any other provision of this clause, the Contractor agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by Caltrans upon a showing by the Contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture

Exhibit E
IT Consulting Services (State)

substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

9. March-In Rights:

The Contractor agrees that with respect to any subject Invention in which it has acquired title, Caltrans may require the Contractor, an assignee or exclusive licensee of a subject Invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the Contractor, assignee, or exclusive licensee refuses such a request Caltrans has the right to grant such a license itself if Caltrans determines that:

- a. Such action is necessary because the Contractor or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use;
- b. Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the Contractor, assignee or their licensees;
- c. Such action is necessary to meet requirements for public use specified by State regulations and such requirements are not reasonably satisfied by the Contractor, assignee or licensees; or
- d. Such action is necessary because the agreement required by paragraph (8) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject Invention in the United States is in breach of such agreement.

10. Special Provisions for Contracts with Nonprofit Organizations:

If the Contractor is a nonprofit organization, it agrees that:

- a. Rights to a subject invention in the United States may not be assigned without the approval of Caltrans, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the Contractor;
- b. The Contractor will share royalties collected on a subject invention with the inventor, including State employee co-inventors when Caltrans it appropriate.
- c. The balance of any royalties or income earned by the Contractor with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and

It will make efforts that are reasonable under the circumstances to attract licensees of subject Invention that are small business firms and that it will give a preference to a small business firm when licensing a subject Invention if the Contractor determines that the small business firm has a plan or proposal for marketing the Invention which, if executed, is equally as likely to bring the Invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the Contractor is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the Contractor. However, the Contractor agrees that the Secretary may review the Contractor's licensing program and

Exhibit E
IT Consulting Services (State)

decisions regarding small business applicants, and the Contractor will negotiate changes to its licensing policies, procedures, or practices with the Secretary when the Secretary's review discloses that the Contractor could take reasonable steps to implement more effectively the requirements of this paragraph (10)(d).

Exhibit F
IT Consulting Services (State)

Security and Privacy Provisions

The Agreement (and the services and work product produced under the Agreement) must be in compliance with this Exhibit (Security and Privacy General Provisions) to ensure the confidentiality, security, privacy, integrity, and availability of information assets, data, and systems.

Contractor agrees to protect all California Department of Transportation (Caltrans) information by implementing all controls and procedures necessary to comply with the provisions of this Exhibit and all State mandated data security and privacy requirements provided in the California State Administrative Manual (SAM), the State Contract Manual (SCM), all data security and privacy standards of the National Institute of Standards and Technology (NIST), all Federal Information Processing Standards (FIPS), all California State law (including, but not limited to, Government Code §11015.5 and §11019.9, the California Information Practices Act (IPA), the California Consumer Privacy Act (CCPA) and Civil Code §1978 et seq), and all promulgated or published State of California and Caltrans regulations and policies relating to data security and privacy. Contractor further agrees to implement the minimum administrative, physical, and technical safeguards described in this Agreement. Contractor also further agrees to respond to Caltrans surveys and inquiries regarding compliance with the terms and conditions of this agreement. Contractor shall protect Caltrans Data in accordance with this Exhibit for as long as the Contractor is in possession of, maintaining, or accessing Caltrans Data. Contractor shall ensure that all subcontractors and third parties with whom Contractor works comply with this Agreement and agree in writing to adhere to the provisions of this Agreement.

1. DEFINITIONS

For purposes of this Exhibit, the following definitions shall apply:

- A. Contractor shall generally refer to the “Contractor” as identified in this Agreement.
- B. Data shall mean a representation of facts, concepts, or instructions in a formalized manner suitable for communication, interpretation, or processing by humans or by automated means.
- C. Caltrans Data shall refer to Data owned by Caltrans.
- D. Confidential Information means any and all nonpublic information relating to the current and future operations and services of Caltrans, including but not limited to, planning, specifications, concepts, technical information, techniques, drawings, sketches, models, know-how, data, databases, electronic information, emails, processes, designs, photographs, apparatus, equipment, specifications, software programs, source code, software documentation, manuals, and formulae. The parties further agree that Confidential Information shall also include information received by Recipient prior to the execution of this Agreement and that would otherwise qualify as Confidential Information as provided herein. Confidential Information does not include information that (a) is lawfully within the public domain other than through disclosure or default by the Recipient; (b) was lawfully obtained from a third party who was legally in possession of the information, and who is authorized in writing by Caltrans to disclose it; (c) was independently developed by Recipient without the use of the Confidential Information, or any derivative works, and without the use of knowledge learned from accessing the Confidential Information; or (d) is subject to the requirements of the California Public Records Act (“CPRA”) or otherwise required to be disclosed by order of a court,

Exhibit F
IT Consulting Services (State)

administrative agency or other governmental body with competent jurisdiction provided that Recipient notifies Caltrans within three (3) business days of receipt of such an order so that Caltrans may, in its sole discretion, seek a protective order from a court of competent jurisdiction preventing or restricting disclosure.

- E. Personal information shall have the meaning established by California law (including without limitation the IPA) and administrative manuals (including without limitation the SAM and SCM).
- F. Sensitive information shall have the meaning established by California law (including without limitation the IPA) and administrative manuals (including without limitation the SAM and SCM).
- G. Personnel shall refer to any Contractor employees, volunteers, sub-contractors and third parties commissioned, employed by, or otherwise engaged by Contractor to perform work under this Agreement.
- H. Systems shall refer to workstations, laptops, servers, applications, network, and other information processing components
- I. Users shall refer to any Contractor personnel with access to Caltrans Data.

2. ADMINISTRATIVE SAFEGUARDS

A. DATA OWNERSHIP

Caltrans Data provided under this Agreement shall be the sole and exclusive property of Caltrans. Confidential, sensitive, and personal information should not be disclosed to any third- party and it requires special precautions to protect from loss and unauthorized use, disclosure, modification, or destruction. This information must not be shared without the written permission from an authorized representative of Caltrans.

Contractor agrees that it is responsible to protect the confidentiality of information in their custody as provided by this Agreement and to ensure such information is disclosed to only those parties to whom disclosure is permitted under this Agreement.

Contractor shall have a non-exclusive right to use and process the Caltrans Data for only the purposes stated in this Agreement. This right shall be revoked immediately upon termination of this Agreement. Disclosure of the Caltrans Data does not transfer ownership of information to the Contractor or any third party.

B. USE OF INFORMATION

Contractor acknowledges and agrees that the information furnished or secured pursuant to this Agreement shall be used only for the purposes described in this Agreement, and Contractor agrees to implement its own policies and procedures to ensure that the confidentiality of said information is maintained in accordance with the provisions of this Agreement.

Contractor further agrees that information obtained under this Agreement shall not be reproduced, copied, published, sold, or released in original or any other form for any purpose other than the purposes set forth in this Agreement. Only the Caltrans Data that is required to perform purposes of this Agreement may be processed, stored, or transmitted by Contractor.

Exhibit F
IT Consulting Services (State)

Contractor shall not use any Caltrans Data that identifies any natural person for any purpose that is not set forth in this Agreement, including for testing, training, or research.

C. STATEMENT OF CONFIDENTIALITY AND REQUIREMENTS

Caltrans Data may be exempt from disclosure under the provisions of federal and state laws.

Contractor understands and acknowledges that under California Penal Code §502, it is a public offense to knowingly and without permission alter, damage, delete, destroy, copy, or otherwise use any Caltrans Data. Such action can be prosecuted civilly or criminally, and it is punishable by fine and/or imprisonment.

Contractor shall ensure that all users sign a confidentiality statement, attesting to the fact that he/she is aware of the confidential nature of the Caltrans Data and that there are penalties for unauthorized disclosure of the Caltrans Data under applicable federal and state law. Copies of signed confidentiality statements must be made available to the Caltrans Information Security Office upon request.

D. INFORMATION SECURITY AND PRIVACY AWARENESS TRAINING

Contractor shall ensure that all persons that process or have contact with Caltrans Data will take information security and privacy awareness training prior to accessing and/or using such information, and annually thereafter. Information security and privacy awareness training must contain instructional components such as, but not limited to, information about the confidential nature of information, laws and regulations protecting the confidentiality of information, user responsibility for protecting the information, and the consequences and legal liability of unauthorized use, access, or disclosure of said information. Upon request, the Contractor must provide the Caltrans Chief Information Security Officer (CISO) or Privacy Officer with a copy of its information security and privacy awareness training components and certification of its annual information security and privacy awareness training completion.

E. EMPLOYEE ACCESS TO INFORMATION

Contractor agrees that the Caltrans Data shall be kept in the strictest confidence and made available to only authorized personnel on a "need-to-know" business basis, and only for the purposes authorized under this Agreement. The term "need-to-know" refers to those authorized persons who need specific information to perform their official duties in connection with the purposes described in the Agreement.

Contractor shall maintain records of all authorized users and the authorization level of access granted to the information access and/or used under this Agreement with the purpose described in this Agreement.

F. CYBER RISK ASSESSMENT

A Cyber Risk Assessment (CRA) must be conducted every two years on all systems which input, process, store or transmit Caltrans Data, or sooner if there is a significant change to the system or environment. The risk assessment must meet requirements provided by SAM 5305.7; and if Contractor cannot meet this requirement, Caltrans may require a CRA be conducted by Caltrans or a third party at Contractor's expense. Risk assessment results must be provided to the Caltrans CISO upon request. If the risk assessment reveals risks or vulnerabilities, Caltrans will request in writing that the risks

Exhibit F
IT Consulting Services (State)

and vulnerabilities be corrected within a reasonable period of time set by Caltrans; and, if such risks and vulnerabilities are not corrected within the period of time set by Caltrans, Caltrans may immediately terminate the Agreement at no cost.

G. INCIDENT REPORTING

Contractor shall immediately notify the Caltrans CISO or their Designee of any actual or suspected security event involving Caltrans Data that is accessed or obtained under this Agreement. Contractor shall cooperate fully with Caltrans to comply with the incident reporting requirements to which Caltrans is subject, including without limitation the requirements described in Civil Code section 1798.29 and SAM section 5340.4, as amended.

Contractor shall thoroughly investigate all unauthorized or suspected unauthorized access, use, and/or disclosure of Caltrans Data subject to this Agreement. Caltrans reserves the right to participate in the investigation of any information security incident involving its data; Caltrans may conduct its own independent investigation, possibly including Caltrans authorized vendors in such investigation; and the Contractor shall cooperate fully in such investigations.

In addition, Contractor shall provide a preliminary report within three (3) working days of discovery of any breach or unauthorized use or disclosure. The report shall include, but not be limited to, the information specified above, as well as any pertinent preliminary information. In addition, the Contractor shall then provide a full written report of the investigation to the Caltrans CISO and Privacy Officer within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall include, but not be limited to, the information specified above, as well as a full, detailed corrective action plan, including information on the measures that were taken to halt and/or contain the improper use or disclosure of the data, the measures to identify the source, method or process used to obtain improper use or disclosure of the data, and the measures to identify the parties who were involved in the improper use or disclosure of the data.

Caltrans reserves the right to take corrective action at any time.

H. BREACH OR DISCLOSURE OF CALTRANS DATA

Disclosure of any Caltrans Data to any person or entity that is not specifically authorized in this Agreement is strictly prohibited. Personnel assigned to work with Caltrans confidential information shall not publish, disclose, reveal, share, or divulge to any person or entity any of the confidential information provided under this Agreement, except as authorized by the provisions of this Agreement or required by law.

Contractor shall immediately notify the Caltrans contract manager in writing of any actual or attempted violations of security of Caltrans Data, including lost or stolen computing devices, files, or portable electronic storage media containing Caltrans Data.

Contractor shall advise the Caltrans CISO in writing of vulnerabilities that may present a threat to the security of Caltrans Data and of specific means of protecting that Caltrans Data.

Contractor shall notify Caltrans immediately by telephone call and email upon the discovery of breach of security of personal information, sensitive information, or confidential information (PSCI) when such data is, or is reasonably believed to be,

Exhibit F
IT Consulting Services (State)

acquired by an unauthorized person, or within two hours by email of the discovery of any suspected security incident, intrusion or unauthorized use or disclosure of State data in violation of this Agreement, this provision, the law, or potential loss of confidential data affecting this Agreement. In the event of a breach caused by the Contractor, upon the written request of Caltrans, and after Caltrans approves the content of the notifications (as described below), the Contractor shall be responsible for sending out any and all notifications to individuals whose personal information is breached as defined in the Civil Code section 1798.29 and SAM section 5340.4. Contractor shall bear all costs and expenses associated with sending out any such notices and will strictly comply with the requirements of Civil Code section 1798.29. In the event Contractor fails to send out the requisite notices, Caltrans in its sole discretion may notify all affected individuals, and Contractor shall bear all costs and expenses arising from any notifications sent out by Caltrans.

The Caltrans CISO and Legal Office shall review the content of any and all notifications and written approval must be obtained before notification can be made under this Agreement.

Caltrans shall not be held liable for any breach of Contractor systems that results in the release of any information provided by Caltrans and/or Contractor's breach of this Agreement. Contractor agrees to indemnify and hold harmless Caltrans, its officers, and representatives from and against any liability, losses, costs, damages, or expenses (including but not limited to attorney fees) resulting from any claims arising from the performance of this Agreement, including but not limited to any and all liability, damages, costs, expenses, or attorney fees resulting from a breach of security of the system as defined in the California IPA unless such damages are determined to be the direct result of the gross negligence or willful misconduct of Caltrans, its officers, employees, or representatives. If consumer protective services, such as credit monitoring, are deemed appropriate by Caltrans due to the data breach, all costs associated with such services shall be paid by Contractor.

3. DEPARTMENT POLICIES

Contractor must review the standards, manuals, and other references set forth in this Exhibit, and ensure that their operations comply with the standards, manuals, and other references, as amended from time to time. For general guidance on Caltrans Information Security policies, refer to SIMM 5300-B Foundational Framework.

By virtue of signing this contract, Contractor agrees to and agrees to adhere to Caltrans terms, covenants and conditions set forth in this Security Exhibit and to be responsible for its breaches of these terms, covenants, and conditions.

A. ACCESS CONTROL

Contractor shall ensure information in all forms, such as, but not limited to CDs, DVDs, USB flash drives, or other removable media must be stored in areas that are physically secure and free from access by unauthorized persons as described in this Agreement.

Contractor shall ensure that computer monitors, printers, hard copy printouts, or any other forms of information accessed or obtained under the performance of this Agreement cannot be viewed by unauthorized persons as described in the Agreement.

Exhibit F
IT Consulting Services (State)

Contractor shall adhere to all access management protocols including the use of industry-standard multi-factor authentication solutions.

B. SUPERVISION OF DATA

Caltrans Data in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk, or office. "Unattended" means that information is not being observed by an employee authorized to access the information. Caltrans Data in paper form shall not be left unattended at any time in transportation vehicles (including planes) and shall not be checked as baggage on commercial airplanes.

Contractor shall maintain confidentiality of all Caltrans Data by limiting data sharing to those individuals contracted to provide services on behalf of the State, and limit use of Caltrans Data assets to State purposes only.

C. ESCORTING VISITORS

Visitors to areas where Caltrans Data is contained shall be escorted and Caltrans Data shall be kept out of sight while visitors are in the area.

D. REMOVAL OF DATA

Caltrans Data must not be removed from the premises of the Contractor without express written permission by Caltrans.

Contractor shall not transfer Caltrans Data to any computing system, mobile device, or desktop computer without first establishing the specifications for information integrity and security as established for the original data file(s) including State Administrative Manual (SAM) section 5335.1.

4. TECHNICAL SAFEGUARDS

A. DATA RETENTION AND DESTRUCTION

Caltrans Data may be retained only to the extent that it is necessary to perform the required business purposes of this Agreement.

All data received by the Contractor under this Agreement and any data created, copied, attributed to data received shall be destroyed when no longer needed for the purposes of this Agreement for which they were obtained, or within 30 calendar days of termination of this Agreement. Data must be destroyed in accordance with the requirements specified by NIST Special Publication (SP) 800-88, Guidelines for Media Sanitization, and other promulgated or published State of California and Caltrans regulations and policies, as amended or superseded.

B. ENCRYPTION

Confidential, sensitive, or personal information shall be encrypted in accordance with Federal Information Processing Standards 140-2 (or most current version), Security Requirements for Cryptographic Modules, and other promulgated or published State of California and Caltrans regulations and policies, as amended or superseded.

The data encryption used by Contractor shall use government-certified Advanced Encryption Standard (AES) cipher algorithms with a 256-bit or better encryption key with cryptographic technology that has been tested and approved against exacting

Exhibit F
IT Consulting Services (State)

standards, meeting FIPS 140-2 level 2 Security Requirements for Cryptographic Modules or better.

Contractor shall encrypt all Caltrans Data stored on portable computing devices and portable electronic storage media to protect Caltrans Data stored on every sector of a hard drive, including temp files, cached data, hibernation files, and unused disk space.

Contractor shall encrypt all Caltrans Data at rest if there is a reasonable likelihood that data storage media may be lost, stolen, or copied, such as when transferring to offsite backup storage.

Contractor shall encrypt, as described above, all Caltrans Data transmitted from one computing device or storage medium to another when traversing an open, public, or other unprotected network (such as the Internet).

C. DATA AT REST AND IN TRANSIT

All Caltrans Data at rest and in transit must be encrypted in accordance with the security and privacy provisions specified within this Agreement.

D. ENDPOINT PROTECTION

All workstations, laptops and other systems that input, process, store, or transmit Caltrans Data must install and actively use endpoint protection with automatic updates scheduled at least daily. Contractor shall install and maintain current anti-virus software and endpoint protection, security patches, and upgrades on all computing devices used during the agreement.

Contractor shall ensure that it shall apply anti-malware controls to the services to help avoid malicious software gaining unauthorized access to state data, including malicious software originating from public networks. Such controls shall always equal or exceed the controls consistent with the industry standards for such data, but in no event less than the controls that contractor applies to its own internal corporate electronic data of like character.

E. VULNERABILITY MANAGEMENT

Systems which input, process, store, or transmit Caltrans Data must be scanned for vulnerabilities at least on a monthly basis, and at any time when new vulnerabilities that potentially affect the system are identified and reported. Vulnerabilities by severity must be remediated within the following timeframe:

- 1) Critical (3 business days or less)
- 2) High (21 days)
- 3) Medium (60 days)
- 4) Low (90 days)

The CISO must be notified within 24 hours if critical vulnerabilities cannot be remediated within the required timeframe.

Note: vulnerability severity ratings referenced above must follow the NIST scoring system (<https://nvd.nist.gov/vuln-metrics/cvss>).

F. INTRUSION DETECTION

Exhibit F
IT Consulting Services (State)

All systems which store, process, or transmit Caltrans Data that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

G. WARNING BANNERS

All systems which input, process, store, or transmit Caltrans Data must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.

H. IDENTIFICATION

All users accessing Caltrans Data must be issued unique user identification.

I. MULTI FACTOR AUTHENTICATION

Multi factor authentication must be enabled for all users.

J. PASSWORD CONTROLS

Passwords must be a minimum of 15 characters and must be composed of a minimum one character each from the following four groups:

- 1) Upper case letters (A-Z)
- 2) Lower case letters (a-z)
- 3) Arabic numerals (0-9)
- 4) Non-alphanumeric characters (punctuation symbols)

Passwords must be changed at least every 120 days.

K. USER ACCOUNTS

User accounts must be immediately disabled or deleted upon personnel termination or a change in assigned duties which no longer require access to Caltrans Data.

L. SESSION LOCK

Systems must not be left unattended and logged on. Systems must be configured to prevent access by initiating a session lock after no more than 10 minutes of inactivity. Session locks must be retained until the user reestablishes access using established identification and authentication procedures.

M. CHANGE CONTROL

Contractor shall notify Caltrans 30 days prior of any changes to systems, hardware, software, applications, file structure, data, or record layout which input, process, store, or transmit Caltrans Data. Caltrans shall notify the Contractor of any changes to Caltrans systems, hardware, software, applications, file structure, data, or record layout which input, process, store, or transmit information in the performance of this Agreement at the discretion of Caltrans.

N. AUDITING

Contractor shall maintain an audit trail and record data access of authorized users and the authorization level of access granted to information based on job function. Said logs

Exhibit F
IT Consulting Services (State)

must be made available to Caltrans upon request. Contractor shall allow audits or inspections by individuals authorized by Caltrans at the Contractor premises during regular business hours, with seven (7) business days prior notice for purposes of determining compliance with the terms of this Agreement.

O. PROTECTION OF PROPRIETARY SOFTWARE AND OTHER PROPRIETARY DATA:

Contractor shall agree in writing that all material that is marked or identified in writing as proprietary and furnished hereunder by Caltrans to Contractor are provided for the Contractors exclusive use for the purposes of this contract only. All such proprietary data shall remain the property of the State. Contractor agrees to take all reasonable steps to ensure that such proprietary data are not disclosed to others, without prior written consent of the State, subject to California public records act, or other lawful process (e.g., in response to a subpoena), and to review such steps (at commercially reasonable intervals) to ensure the proprietary data is not disclosed.

Contractor will ensure, prior to disposing of any media, that any licensed materials contained thereon have been erased or otherwise destroyed.

Contractor agrees that it will take appropriate action by instruction, agreement or otherwise with its employees or other persons permitted access to proprietary materials to satisfy its obligations in this contract with respect to use, copying, modification, protection and security of proprietary materials and data, subject to the California Public Records Act and other applicable law.

P. CLOUD SERVICES

The applicable Cloud Computing General Provisions and Cloud Computing Special Provisions (hereafter referred to as, the "State Cloud Computing Provisions") are incorporated by reference.

Compliance with SAM section 4983 and SIMM 5315-B Cloud Security Standard must be followed by the Contractor.

Q. REMOTE ACCESS

Any remote access to Caltrans Data or systems shall be transmitted and executed only over an encrypted method that is approved in writing by Caltrans. All remote access shall be limited to minimum necessary and least privilege principles. Remote Access shall meet security standards as defined in SAM 5360.1 and SIMM 5360-A.

R. OUT OF COUNTRY STORAGE AND REMOTE ACCESS

Caltrans Data cannot be stored or accessed by Caltrans employees, agents, representatives, or contractors located outside the United States of America (U.S.) "Outside the U.S." means outside the geographical boundaries of the United States, the United States territories, embassies, or military installations. Furthermore, Caltrans Data may not be received, processed, stored, transmitted, or disposed of by information technology (IT) systems located outside the U.S. All contractor data centers utilized as part of this contract must be located within the U.S., and all Caltrans Data must be located within the U.S. For reference, see California State Administrative Manual (SAM) Section 4983.1 (#15) -Out of country requirements.

Exhibit F
IT Consulting Services (State)

Contractors may receive specific provisional access under the terms of this contract provided they submit the following data and abide by the following provisions: they submit the data to, and they received written approval by, the Contract Manager, Deputy Director of Administration or the District Deputy Director of Administration and State CISO:

- 1) Required Contractor Information
 - a) First and Last Names of all contractors working outside the U.S.
 - b) Start and end date of the outside of U.S. access.
 - c) Terms and conditions for the outside of U.S. data breach responsibilities of the Contractor.
 - d) Terms covering Contractor handling of Caltrans Data
 - e) Name(s) of all Caltrans system(s), network zones and applications the Contractor will have access to from outside the U.S.
 - f) All capabilities the Contractor will have to Caltrans applications (user account provisioning, data modification, etc.)
 - g) Third-party Cyber Risk Assessment conducted by a vendor selected by Caltrans at Contractor's expense.
- 2) Data Type, Classification and Use
 - a) Classification of data the Contractor be able to access on from outside the U.S.
 - b) If the Contractor will have access to confidential, sensitive, or personal data from outside of the U.S. the following additional information is required:
 1. Will the Contractor have access to production data or synthetic (obfuscated) data?
 2. If the Contractor will have access to Caltrans Data from outside the U.S. list the specific types of data the contractor will be able to access (SSNs, Credit Cards, Names and Addresses, etc.)
 3. Will the Contractor be able to modify Caltrans Data from outside the U.S.?
 4. Name(s) of Caltrans Program Manager(s) responsible for ensuring proper handling of Caltrans Data by the Contractor.
 - c) Why the service cannot be offered from within the U.S.?

S. HARDWARE AND SOFTWARE REQUIREMENTS

Contractor must use State issued equipment to access the Caltrans network and systems or use remote connectivity solutions provided by Caltrans IT.

T. MATERIAL RETURN/DESTRUCTION

Contractor shall warrant that all materials provided by Caltrans will be returned promptly after use and that all copies or derivations of the materials will be physically and/or electronically destroyed. Contractor shall meet the standards as set forth in NIST 800-88 for destruction of data. All personal, sensitive, and confidential information shall be wiped from systems when the data is no longer necessary. The wipe method shall

Exhibit F
IT Consulting Services (State)

conform to Department of Defense standards for data destruction. Contractor will include with all returned materials, a letter attesting to the complete return of materials, and documentation evidencing the destruction of copies and derivations. Failure to so comply will subject the Contractor to liability, both criminal and civil, including all damages to the State and third parties. Contractor authorizes the State to inspect and verify the above. Any data that Contractor is legally required to maintain after contract termination is to be disclosed to Caltrans prior to contract initiation and again at contract termination.

COMPLIANCE WITH LAWS, REGULATIONS AND POLICIES

Contractor will comply with all federal and state laws, regulations and policies that are enacted, promulgated, or published and that govern the subject matter of this Agreement.

U. CONTACT INFORMATION

Direct security and privacy communications to the below referenced Caltrans staff. Caltrans reserves the right to make changes to the contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Exhibit or the Agreement to which it is incorporated.

Caltrans Contract Manager	Caltrans Privacy Officer	Caltrans Chief Information Security Officer (CISO)
See the agreement for State Contract Manager information	Privacy Officer California Department of Transportation 1120 N Street Sacramento, CA 95814 Email: karl.kopper@Caltrans.ca.gov Telephone: (916) 654-2225	Chief Information Security Officer California Department of Transportation 1120 N Street Sacramento, CA 95814 Email: karl.kopper@Caltrans.ca.gov Telephone: (916) 654-2225

References:

DGS Cloud Computing – Software as a Service (SaaS) General Provisions

DGS Cloud Computing Services Special Provisions

DGS Cloud Computing Contract Checklist

SAM sections 4800 through 5900 et. seq.

SIMM 5300-B Information Security Foundational Framework

SIMM 5315-B Cloud Security Standard

SIMM 140 Cloud Security Guide

Caltrans Policies, Procedures and Practices (available through Caltrans Contract Manager)

Websites:

Exhibit F
IT Consulting Services (State)

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

<https://cdt.ca.gov/policy/simm>

<https://www.nist.gov/>

Attachment 2
Task Order Form

TASK ORDER NUMBER	DATE OF TASK ORDER ISSUANCE
CONTRACTOR NAME	CONTRACTOR PROJECT MANAGER
PROJECT TITLE	CONTRACT MANAGER

TASK ORDER PERFORMANCE PERIOD – No Task Order shall extend beyond the expiration date of Agreement No. 51A0611. Work under this Task Order shall begin on / / and terminate on / / .

1. WORK LOCATION:
2. DETAILED DESCRIPTION OF WORK to be Performed, including, but not limited to, Task Order scope of work, expected results, deliverables, and acceptance criteria.

3. ESTIMATED HOURS AND COST TO PERFORM THIS TASK ORDER:

Estimated Hours:	Estimated Cost (Hourly rate x Estimated Hours):
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4. 1. The Contractor will be paid in accordance with Exhibits A and B, and the rates shown in Attachment 1.
2. The total amount payable by the State under this Task Order shall not exceed \$

5. APPROVAL SIGNATURES

By this signature and as the Contract Manager (or designee), I certify that this Task Order complies with the provisions of Agreement No. 51A0611 and is necessary for the satisfactory completion of the product(s) contracted for, and that sufficient funding has been encumbered to pay for this work.



Contract Manager's Signature

Date

IN WITNESS WHEREOF, this Task Order has been executed under the provisions of Agreement No. 51A0611 between California Department of Transportation (Caltrans) and (Contractor). By signature below, the parties hereto agree that all terms and conditions for this Task Order Number and Agreement No. 51A0611 shall be in full force and effect.

CALIFORNIA DEPARTMENT OF TRANSPORTATION

Print Name and Title of Signatory

CONTRACTOR (TBD)

Print Name and Title of Signatory

Signature of Above Person

Date

Signature of Above Person

Date

Attachment 3
Deliverable Acceptance Document (DAD)

DELIVERABLE ACCEPTANCE DOCUMENT (DAD) NO.	Date of DAD:	TASK ORDER NO.	AGREEMENT NO.
51A0611			
Contractor's Name:			
Contractor's Personnel Name:		Caltrans Contract Manager or Designee:	
Deliverable Title:		Task Order Title:	
Deliverable Completion Date:	Total Hours of Deliverable(s):	Total Cost of This Deliverable(s): \$	

LIST OF DELIVERABLES; REQUIREMENTS FOR EACH DELIVERABLE; AND ACCEPTANCE CRITERIA/TESTS FOR EACH DELIVERABLE:

<input type="checkbox"/> Check if Caltrans ACCEPTS DAD. Caltrans describes reasons for acceptance if this box is checked:	<input type="checkbox"/> Check if Caltrans REJECTS DAD. Caltrans describes reasons for rejection if this box is checked:
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AUTHORIZATION AND APPROVAL SIGNATURES: This DAD was performed and completed in accordance with the terms and conditions in Exhibit A in Agreement No. 51A0611. If the deliverable is deemed satisfactory and acceptable by Caltrans, invoicing and payment shall be in accordance with this Agreement's Exhibit B. If the deliverable is rejected by Caltrans as unsatisfactory and unacceptable, and under a new DAD number, Contractor shall correct the deficiencies at Contractor's cost, not charged to Caltrans, until deemed satisfactorily completed and acceptable by Caltrans. By signing below, the parties confirm their agreement with the decision made in this specific DAD.

Print Contractor's Official's Name	Print Caltrans Contract Manager or Designee's Name		
Signature of Contractor's Official	Date	Signature of Contractor's CM	Date
			

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

CALTRANS INTELLECTUAL PROPERTY (IP) COPYRIGHT ASSIGNMENT AGREEMENT FORM

RSM-0005 (NEW 11/2018)

INSTRUCTIONS: This form is to be used for documenting copyrightable works owned by Caltrans from a contractor and/or consultant. You can obtain additional information by visiting the Caltrans IP website at: <https://ip.onramp.dot.ca.gov/>. If you need assistance filling out this form, contact your manager/supervisor.

THIS AGREEMENT is dated _____, 20____, and made by and between the California Department of Transportation (Caltrans) and _____, Assignor.

(Assignor name and address)

RECITALS:

(A) Whereas the Assignor is the author of certain copyrightable Works (the "Work"), created in performance of Assignor's Work under Contract No. _____, and intends by this Assignment to transfer, convey, and irrevocably assign to Caltrans all of Assignor's Copyright ownership rights, title, and interests, in the Work, including but not limited to, Assignor's entire and exclusive Copyrights under federal and state Copyrights laws, in the United States and all jurisdictions outside the United States, including any renewals or extensions associated in the Work pursuant to the terms and conditions set forth below; and

(B) Assignor for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agrees to the following terms and conditions set forth below in assigning and transferring to Caltrans the proprietary ownership rights, interest, title and entire and exclusive Copyrights in the Work, which is more specifically described herein.

NOW IT IS AGREED AS FOLLOWS:

1. Assignor hereby assigns, transfers, conveys, and irrevocably assigns to Caltrans all of Assignor's Copyright ownership rights, title, and interest in the Work, including but not limited to, Assignor's rights in: (1) Assignor's entire and exclusive Copyrights under federal and state Copyrights laws, in the United States and all jurisdictions outside the United States; (2) Assignor's entire and exclusive common law Copyrights; (3) any and all other privileges and rights in the Work attributed to a copyright owner; and (4) all other intellectual property rights, including but not limited to, Assignor's full-term, renewal-term and extensions associated and subsisting in the copyrightable Work. A correct copy (or description) of the Work, as described under Contract No. is attached as Exhibit "A" and is hereby incorporated by reference and made part of this Assignment. Caltrans shall be the sole and exclusive copyright owner of Assignor's Copyright ownership rights in the Work from the effective date forward. Assignee shall have the sole and exclusive right to secure registration of the Copyrights in the Work internationally. No Copyright ownership rights in the Work and/or Copyrights in the Work, shall be retained by Assignor, nor shall there be any reversion of those rights to Assignor in the future.
2. The rights assigned by this Assignment include, but are not limited to, rights to any and all versions of the Work, including the right to copy or reproduce the Work, the right to distribute the Work, the right to display the Work publicly, the right to create derivative works, the right to renew or extend the copyright in the Work to the extent permitted by law, and the right to bring suit or make any claim in Caltrans name for prior or future infringement of rights in the Work.
3. Assignor hereby warrants and represents that: (1) the Work is an original work of authorship of Assignor; (2) Assignor as creative originator is the sole proprietor of the Work; (3) the Work does not infringe any existing Copyrights; (4) Assignor has not entered into any assignments, transfers, licenses, contracts, or mutual understandings in conflict with the terms and conditions of this assignment and transfer of Copyrights and Copyright ownership; and (5) there are no claims currently pending or threatened, nor does Caltrans have any reason to believe that any claims will be brought or threatened in the future, against Caltrans' right, title, or interest in the Work.
4. **Covenant to Cooperate by Assignor:** Assignor does hereby covenant and agrees to cooperate with Caltrans whereby, Caltrans may enjoy to the fullest extent the exclusive Copyright ownership right, title, and interest herein conveyed. Such cooperation shall include: (1) prompt execution of all papers (prepared at the expense of Caltrans) which are deemed necessary or desirable by Caltrans to perfect its the right, title, and interest herein conveyed; and (2) prompt execution of all petitions, oaths, specifications, declarations, or other papers (prepared at the expense of Caltrans) which are deemed necessary by Caltrans for obtaining copyright registration with the United States Copyright Office covering said Work.
5. **Indemnification:** Assignor agrees to indemnify, defend and hold harmless Caltrans, its officers, agents, and employees from any and all third party claims, lawsuits, legal actions, costs (including without limitation to reasonable attorneys' fees), and losses arising in any way as a result of a violation of this Assignment or acts or omissions of Assignor or any of Assignor's affiliates, agents, subcontractors, employees, or representatives, including but not limited to, any copyright infringement claims, property claims, breach of contract claims, or damage claims. Such defense and payment will be conditioned upon the following:
 - a. Caltrans will notify Assignor of any such claim in writing and tender the defense thereof within a reasonable time; and
 - b. Assignor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the California Department of General Services will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.

6. **Release and Discharge:** Assignor releases and discharges Caltrans from any and all claims and demands arising out of, or in connection with, any use of the Work, including but not limited to, any and all claims of libel, moral rights, invasion of privacy, and/or any claims under the Visual Artists Rights Act and the California Artists Preservation Act. Assignor realizes that he or she cannot withdraw their consent after executing this Assignment, and acknowledges that this Assignment is binding on Assignor and his or her heirs, legal representatives, and other assigns.
7. **Severability:** The parties hereto agree that if any provision of this Assignment is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Assignment shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of the presumed non-applicability of such provision.
8. **Waiver of Rights:** Any action or inaction by Caltrans or the failure of Caltrans on any occasion, to enforce any right or provision of this Assignment shall not be construed to be a waiver by Caltrans of its rights hereunder and shall not prevent Caltrans from enforcing such provision or right on any future occasion. The rights and remedies of Caltrans hereunder are cumulative and are in addition to any other rights or remedies that Caltrans may have in law or equity.
9. **No License:** No license, either express or implied, is granted hereby to Assignor, with respect to the Work. Assignor agrees that the Work is and will remain the sole property of Caltrans.
10. **Entire Assignment; Duplicate Originals:** This Assignment constitutes the entire agreement with respect to the Work described in Exhibit "A" of the contract and supersedes all prior or contemporaneous oral or written agreements concerning the Work. This Assignment may be executed in duplicate counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same Assignment.
11. **Modification by Subsequent Agreement:** This Assignment may be modified by subsequent agreement of the parties only by an instrument in writing signed by the assignor and Caltrans.
12. **Applicable Law:** This Assignment shall be governed by and shall be interpreted in accordance with the laws of the State of California, and venue for any action to enforce the terms of this Assignment will be in Sacramento County, California.
13. **Declaratory Relief:** Assignor acknowledges that damages alone would not be an adequate remedy for the breach of any of the provisions of this Assignment. Accordingly, in addition to any other rights and remedies it may have, Caltrans shall be entitled to obtain declaratory relief from a court of competent jurisdiction preventing or restricting the use of the Work by Assignor, or any other breach of this Assignment.
14. **Delivery:** Assignor must provide Caltrans with this Assignment, properly executed, signed, dated, and notarized and attach the required Exhibit A, necessary to give effect to this Assignment. Assignor shall provide to Caltrans the "original wet signature" of this Assignment. Assignor will receive a copy of the fully executed Assignment.
15. **Copyright Designation:** All displays or publications of the Work shall bear Caltrans' copyright designation notice as suggested by the U.S. Copyright Office.
16. **Term:** The Copyrights protection term of this irrevocable and exclusive assignment shall be for the full term of the copyrighted work, including its renewal term and any applicable extended renewal term of the Copyrights' protection. The terms, covenants, and provisions of this Assignment shall inure to the benefit of Caltrans, its officers, successors, assigns, and/or other legal representatives, and shall be binding upon said Assignor.

Recipient:

Signature _____

Name _____

Title _____

Date Signed _____

Caltrans:

Authorized Representative Signature _____

Authorized Representative Name _____

Authorized Representative Title _____

Date Signed _____

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

CALTRANS INTELLECTUAL PROPERTY (IP) NONDISCLOSURE AGREEMENT FORM

RSM-0004 (NEW 11/2018)

INSTRUCTIONS: This form is to be used for documenting IP nondisclosure agreements between Caltrans and Contractor(s)/Consultant(s). You can obtain additional information by visiting the Caltrans IP website at: <https://ip.onramp.dot.ca.gov/>. If you need assistance filling out this form, contact your manager/supervisor.

THIS AGREEMENT is dated _____, 20____, and made by and between the California Department of Transportation (Caltrans) and

(Recipient name and address)

RECITALS:

(A) Caltrans possesses Confidential Information that is nonpublic, confidential, and proprietary, which Caltrans is willing to disclose to Recipient on the terms and conditions set forth below; and

(B) Recipient, for valuable consideration the sufficiency of which is hereby acknowledged, agrees to the following terms and conditions in accepting the Confidential Information, and to use the Confidential Information solely for the purpose of:

("the Permitted Purpose").

NOW IT IS AGREED AS FOLLOWS:

1. **"Confidential Information"** means any and all nonpublic information relating to the current and future operations and services of Caltrans, including but not limited to, planning, specifications, concepts, technical information, techniques, drawings, sketches, models, know-how, data, databases, electronic information, emails, processes, designs, photographs, apparatus, equipment, specifications, software programs, source code, software documentation, manuals, and formulae. The parties further agree that Confidential Information shall also include information received by Recipient prior to the execution of this Agreement and that would otherwise qualify as Confidential Information as provided herein. Confidential Information does not include information that:
 - a. Is lawfully within the public domain other than through disclosure or default by the Recipient;
 - b. Was lawfully obtained from a third party who was legally in possession of the information, and who is authorized in writing by Caltrans to disclose it;
 - c. Was independently developed by Recipient without the use of the Confidential Information, or any derivative works, and without the use of knowledge learned from accessing the Confidential Information; or
 - d. Is subject to the requirements of the California Public Records Act ("CPRA") or otherwise required to be disclosed by order of a court, administrative agency, or other governmental body with competent jurisdiction provided that Recipient notifies Caltrans within three (3) business days of receipt of such an order so that Caltrans may, in its sole discretion, seek a protective order from a court of competent jurisdiction preventing or restricting disclosure. Recipient will not oppose any action instituted by Caltrans but will instead cooperate with Caltrans to obtain an appropriate protective order.
 - e. Was ordered to be publicly released by court order or by the lawful order of a governmental agency.
2. **Recipient undertakes for a period of five (5) years from the date of this Agreement:**
 - a. To protect the secrecy of all Confidential Information that it may acquire in any manner by, at a minimum, implementing reasonable, industry-standard controls to maintain its confidentiality and to prevent unauthorized disclosures;
 - b. To prevent the Confidential Information from falling into the public domain or into the possession of unauthorized individuals or entities;
 - c. To use the Confidential Information exclusively for the Permitted Purpose, unless Recipient first obtains the written consent of Caltrans;
 - d. Not to disclose such Confidential Information whether verbally or in writing, except to authorized representatives of Recipient who needs to have access to the Confidential Information in order to effectuate the Permitted Purpose;
 - e. To inform any third party to whom Recipient discloses Confidential Information that it is confidential, and obtains their written agreement to keep it confidential on the same terms as this Agreement;
 - f. To return Confidential Information immediately upon Caltrans' request or when no longer required for the purposes of this Agreement, or to destroy all copies of the Confidential Information maintained in hard copy, electronic media, or in any other form whatsoever, as requested by Caltrans; and
 - g. To notify Caltrans immediately upon learning of any unauthorized disclosure by someone or some entity to which the Recipient has disclosed the Confidential Information, and to cooperate with Caltrans in enforcing Caltrans' legal right to protect the Confidential Information.

CALTRANS INTELLECTUAL PROPERTY (IP) NONDISCLOSURE AGREEMENT FORM

RSM-0004 (NEW 11/2018)

3. **Indemnification:** Recipient agrees to indemnify, defend, and hold harmless Caltrans, its officers, agents, and employees from any and all third party claims, costs (including but without limitation reasonable attorneys' fees and costs), and losses arising in any way as a result of a violation of this Agreement or acts or omissions of Recipient or any of Recipient's affiliates, agents, subcontractors, employees, or representatives. Such defense and payment will be conditioned upon the following:
 - a. Caltrans will notify Recipient of any such claim in writing and tender the defense thereof within a reasonable time; and
 - b. Recipient will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, Caltrans will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.
4. **Severability:** The parties hereto agree that if any provision of this Agreement is found to be illegal or unenforceable, such term or provision shall be deemed stricken, and the remainder of the Agreement shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of the presumed non-applicability of such provision.
5. **Assignment:** This Agreement shall not be assignable by the Recipient in whole or in part without the written consent of Caltrans. In the event Caltrans approves an assignment in writing, Recipient remains jointly and severally liable for the obligations set forth in this Agreement.
6. **Waiver of Rights:** Any action or inaction by Caltrans or the failure of Caltrans on any occasion, to enforce any right or provision of this Agreement shall not be construed to be a waiver by Caltrans of its rights hereunder and shall not prevent Caltrans from enforcing such provision or right on any future occasion. The rights and remedies of Caltrans hereunder are cumulative and are in addition to any other rights or remedies that Caltrans may have in law or equity.
7. **Survival:** This Agreement shall govern all communications between the parties. Recipient understands that its obligations under Paragraph 2 shall survive the termination of any relationship between Recipient and Caltrans. Upon termination of any relationship between the Parties, Recipient will promptly deliver to Caltrans all documents and other materials furnished to Recipient by Caltrans and will certify in writing that any remaining Confidential Information of Caltrans or derivative works thereof have been destroyed and removed from the possession of Recipient. Notwithstanding the foregoing, the Recipient shall be entitled to retain in its legal department a confidential file containing one (1) archival copy of all such information strictly for purposes of monitoring of its ongoing obligations under this Agreement and its compliance therewith.
8. **No License:** No license, either express or implied, is granted hereby to Recipient, with respect to the Confidential Information other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. Recipient agrees that Confidential Information is and will remain the sole proprietary property of Caltrans.
9. **No Intellectual Property Rights in Confidential Information:** Recipient will not apply for or obtain any intellectual property protection in any of the Confidential Information or related derivative works. All intellectual property rights to any and all materials created, developed, and/or derived from the use of the Confidential Information shall be and remain the sole intellectual property of Caltrans, and Recipient hereby agrees to automatically transfer and assign to Caltrans any and all rights in any derivative works, created, developed or derived from the use of the Confidential Information.
10. **No Liability or Warranties:** In no event shall Caltrans be liable for any damages arising from or related to this Agreement. Caltrans expressly disclaims any and all warranties, express or implied, including without limitation any implied warranty of merchantability, fitness for a particular purpose and non-infringement of third-party rights. Permission to use the Confidential Information is granted "AS IS." No warranty is made that the use of the Confidential Information will be uninterrupted, or that any errors or defects in the Confidential Information will be corrected. No warranty is made regarding the results of use of the Confidential Information. Requester assumes all responsibility for investigating and avoiding any possible infringement of copyright laws or reproduction rights, and any and all other third party intellectual property rights, that may arise from the reproduction or publication of the Confidential Information and/or derivative works.
11. **Entire Agreement; Duplicate Originals:** This Agreement constitutes the entire agreement between both parties pertaining to the Confidential Information disclosed herein and supersedes all prior or contemporaneous oral or written agreements or transactions concerning such Confidential Information. This agreement may be executed in duplicate counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same agreement. Any and all other written or oral agreements existing between the parties hereto regarding such transactions are expressly canceled.
12. **Modification by Subsequent Agreement:** The terms of this Agreement may only be modified by a written subsequent agreement duly signed by both parties hereto. Variance from the terms and conditions of this Agreement by Recipient or other written notification will be of no effect.

CALTRANS INTELLECTUAL PROPERTY (IP) NONDISCLOSURE AGREEMENT FORM

13. **Applicable Law:** This Agreement shall be governed by and shall be interpreted in accordance with the laws of the State of California, and venue for any action to enforce the terms of this Agreement will be in Sacramento County, California.

14. **Declaratory Relief:** Recipient acknowledges that damages alone would not be an adequate remedy for the breach of any of the provisions of this Agreement. Accordingly, in addition to any other rights and remedies it may have, Caltrans shall be entitled to obtain declaratory relief from a court of competent jurisdiction preventing or restricting the disclosure or use of the Confidential Information, or any other breach of this Agreement.

Recipient:

Signature _____

Name _____

Title _____

Date Signed _____ / _____ / _____

Caltrans:

Authorized Representative Signature _____

Authorized Representative Name _____

Authorized Representative Title _____

Date Signed _____ / _____ / _____

Attachment 6
Personnel Change Request/Authorization Form

<input type="checkbox"/> PERSONNEL CHANGE REQUEST/AUTHORIZATION CHANGE ORDER NO.		AGREEMENT NO. 51A0611
CONTRACTOR NAME:		
PROPOSED START DATE OF CHANGE ORDER: Manager or designee, whichever occurs later.		or upon approval by the Caltrans Contract
DESCRIPTION OF CHANGE: <u>Current:</u>		
<u>Proposed:</u>		
NAME OF PROPOSED CONTRACTOR PERSONNEL (INCLUDING PHONE NUMBER AND EMAIL ADDRESS):		
<input type="checkbox"/> CHECK IF KEY STAFF AND IDENTIFY NON-AGILE MSA CLASSIFICATION:	<input type="checkbox"/> CHECK IF <u>NOT</u> A KEY STAFF AND IDENTIFY NON-AGILE MSA CLASSIFICATION:	HOURLY RATE: <input type="checkbox"/> Experience Information Included? <input type="checkbox"/> Resume Attached?
REASON FOR CHANGE:		

APPROVAL: Changes identified above are in accordance with the terms and conditions of Agreement No. 51A0611. By signing below, the Contractor Official has confirmed that the proposed staff meet the personnel requirements as described in this Contract and as provided in the Contractor's resumes. The Caltrans Contract Manager or designee signature below indicates that he/she has confirmed that the proposed staff meets the requirements in the Agreement's Exhibit A, Section 16.

Print Contractor's Official's Name	Print Caltrans Contract Manager or Designee's Name		
Signature of Contractor's Official	Date	Signature of Contractor's CM	Date