

California Department of Transportation

ADMINISTRATION
DIVISION OF PROCUREMENT AND CONTRACTS
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<https://dot.ca.gov/programs/procurement-and-contracts/>



2/27/2025

Request for Quote for Information Technology Services

RFQ-ITS# 53A0298

Notice to Prospective Bidders

You are invited to review and respond to this **Request for Quote for Information Technology Services (RFQ-ITS) Number 53A0298**, entitled **Training Service for MicroStation Drafting Software**. In submitting your proposal, you shall comply with the instructions found herein. In addition to those programs and preferences that are specifically 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 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 proposals.

A Disabled Veteran Business Enterprise (DVBE) participation is not required, but DVBE participation is encouraged, and a DVBE incentive may apply to this RFQ. See **Section E, 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 [Department of General Services Procurement Division - Information Technology - General Provisions Non-Cloud Goods & Services \(DGS PD 403-ITGP\)](#) (Reference **Section D6, Quote Submittal**).

The designated contact person for this RFQ-ITS is:

Nicolas Tom
Department of Transportation
(916) 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 D2, Questions and Answers** for more details.

Sincerely,

NICOLAS TOM
IT Contract Analyst

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A) Purpose and Description of Services

1. Contractor agrees to provide all labor, tools, equipment, materials, travel, and incidentals necessary to provide MicroStation Training Services, described herein.
2. The services required are delineated in the Statement of Work. Refer to the Proposed Form of Agreement, which is attached to this RFQ-ITS as **Attachment 8 (Exhibit A)**.
3. The period of performance for this Agreement is approximately **two (2) years**. The current budget allocation to support the services outlined in this document is less than **\$450,000.00**.

B) Availability

The selected Bidder must be able to meet the requirements of this RFQ-ITS and be ready to begin work within ten (10) business days of the Agreement award date specified in **Section D1, RFQ-ITS Requirements and Information, Time Schedule**. If personnel offered by the selected contractor leave the contractor's firm or are otherwise unable to participate in this contract, they must be replaced with comparably qualified personnel who meet the minimum qualifications as stated within this RFQ-ITS. All replacement personnel are subject to approval by the State.

C) Minimum Qualifications for Bidder

Contractor or its subcontractor(s) must provide proof of meeting the following requirements by submitting Resumes that detail each Trainer's experience of the following:

1. Contractor or Subcontractors(s) trainer(s) shall provide at least one (1) trainer resume per staff member. Each trainer must have at least five (5) years of training experience (individually) and must have successfully taught a minimum of twelve (12) classes of MicroStation software of various levels. Each trainer must have taught four (4) classes each of: "Introduction to MicroStation for Roadway Design", "Intermediate MicroStation for Roadway Design" and "Creating MicroStation Plan Sheets for PS&E Submittal" to meet the minimum training requirements.
2. All trainers performing work under this Agreement shall meet the above requirements. This agreement shall not be used for existing trainers or trainers who have provided MicroStation training at Caltrans to newly employed contractor trainers.
3. Any trainer's resume not included with the original contract bid submittal must be submitted to the Caltrans Contract Manager for approval prior to training classes being conducted.

D) RFQ-ITS 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	2/27/2025	
Submission of written questions	3/6/2025	1:00 PM
Submission of Quotes (by date and time)	3/13/2025	1:00 PM
Bid Opening	3/13/2025	2:30 PM
Posting of Notice of Intent to Award	3/14/2025	
Proposed Agreement Award Date (estimate)	3/21/2025	

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-ITS must be submitted via email by March 6, 2025. Bidders are encouraged to submit 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-ITS No. 53A0298**. 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 D)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. RFQ-ITS Response Content–Proposal

The following documents must be submitted in the RFQ-ITS response. An original proposal will be required and shall contain at a minimum, all required items listed below. Each requirement's location must be listed in a Proposal, Table of Contents. Also see **Section 7, Proposal Submission**, for submittal details.

A. Management

The proposal shall designate, by name, the Project Manager to be employed. The selected prime Contractor shall not cause the substitution of the Project Manager without prior written approval of Caltrans.

B. Methodology

The proposal shall describe the overall approach to the work, specific techniques that will be used, and specific administrative and operational management expertise that will be employed.

C. Work Plan and Work Schedule

The proposal shall include a work plan and/or schedule for task completion. Identify each major task, necessary subtasks, and/or specific milestones by which progress can be measured and payments made. The work plan or schedule shall specify the estimated hours to accomplish each task.

D. Personnel

The proposal shall list all key personnel who will be working on the project. Include their titles, qualifications, a summary of similar work or studies performed, a resume for each key professional, a statement indicating how many hours each professional will be assigned to the Agreement and what tasks each professional will perform. The prime Contractor shall not cause members of the project team to be substituted without prior written approval of Caltrans.

E. Confidentiality Statement – **Attachment 3**

The Confidentiality Statement must be signed and dated by the bidder, its employees, and subcontractor employees working on this project, and submitted with the bidder's proposal.

F. Facilities and Resources

The services shall be performed at multiple Caltrans locations throughout California except during a pandemic.

G. Customer Experience References

1) The proposal shall provide at least three (3) clients for whom the bidder has performed work similar to that proposed in this request. The bidder shall complete one (1) **Customer Experience Reference Form, Attachment 3**, for each reference. The descriptions of these projects must be detailed and comprehensive enough to permit the State to assess the similarity of those projects to the work anticipated in the award of the contract resulting from this solicitation. Each reference must have:

- Firm name
- Subcontractor that provided services (if other than the bidder)
- Contact name
- Firm address
- Telephone number
- Brief description of project provided
- Service dates
- Project value/cost
- Email
- Describe firm's experience

2) Caltrans may contact customer references following proposal submission to validate the information provided by the bidder and to determine the customer's overall satisfaction with the services provided. Therefore, it may prove beneficial to the bidder to contact its referenced customers to ensure their contact information provided on the Customer Experience Reference Form is up-to-date and that the reference will be available during the period of time that the State will be validating references.

H. Subcontracts

- 1) If subcontractors are to be used, the proposal must include a description of each person or firm and the work to be done by each subcontractor. No work shall be subcontracted unless listed in the proposal. The Proposal must include a list and resume for each of the subcontractors' key personnel listed to provide services under the Agreement. The cost of the subcontract work is to be itemized in the Cost Proposal as described below in the section entitled Cost Proposal Requirements.
- 2) The prime Contractor must obtain the advance written approval of Caltrans Contract Manager before substituting subcontractors.

I. Page Headers and Page Numbering

- 1) All pages of the RFQ-ITS Proposal, including cover pages, Table of Contents, references, and resumes, shall have the following header and page numbering format in the upper right-hand corner.

RFQ-ITS Proposal
Date
Agreement No. **53A0298**
Attachment 1
Page # of ##

- 2) Brochures, tapes, drawings, and other promotional documents being submitted with the Proposal shall be clearly identified as to the name of the bidder and the RFQ-ITS number.

6. 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 **Proposed Form of Agreement, Statement of Work (Attachment 8, Exhibit A)** using the format in **Attachment 1–Cost Sheet**.
- 2) The resulting Agreement cannot exceed the budgeted allocation of **\$450,000.00**. 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 the **Attachment 1–Cost Sheet**.

B. Subcontracts

The breakdown of subcontract costs shall follow the same format.

C. 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. **53A0298**
Date
Attachment 1
Page # of ##

7. 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 proposal must be complete and accurate. Omissions, inaccuracies, or misstatements will be sufficient cause for rejection of a proposal.

- C. The original proposal must be single sided and marked "ORIGINAL COPY". All documents contained in the original proposal package **must have original signatures** and **must be signed by a person who is authorized to bind the proposing firm**. All additional proposal sets may contain photocopies of the original package. Due to limited storage space, the proposal package should be prepared in the least expensive method (use cover page with staple in upper left-hand corner; do not use fancy bindings such as spiral binding or 3-hole punch).
- D. **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.**
- E. The Department of General Services Procurement Division, Information Technology – General Provisions Cloud – Computing Services (DGS PD 403-ITGP)(Non-Cloud) and Bidder Instructions (GSPD-451) are incorporated herein and are not negotiable.
- DGS PD 403-ITGP (2/20/25): <https://www.dgs.ca.gov/-/media/Divisions/PD/Acquisitions/Solicitation-Documents/IT-General-Provisions-NonCloud-DGS-PD-403ITGP-Revised-02202025.pdf>
- GSPD-451: <http://www.documents.dgs.ca.gov/dgs/fmc/gsp/dgspdp/20451.pdf>
- F. 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.
- G. All responses to this RFQ-ITS shall be submitted no later than **1:00 p.m., 3/13/2025**, and addressed as follows (reference **Section C1, Time Schedule**). Proposals received **after** this time and date will be rejected and returned unopened unless the deadline is extended by Addendum.
- 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 (Cost) must be sealed and labeled (as instruction below). Mail or deliver package to the following location

Mailed Or *Deliver To:

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

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

RFQ-ITS # 53A0298
RFQ-ITS Title: **Training Service for MicroStation
Drafting Software**
Firm Name: _____
DO NOT OPEN

*If your proposal is hand delivered, you must date and time stamp it immediately upon arrival. The date/time stamp machine is located in the lobby of the first floor to the right of the security guard station at the address noted above. After date/time stamping, proposals should be placed in the locked bid cabinet located below the time stamp. If the proposal package is too large to be

electronically stamped, date/time stamp one of the labels provided and attach it to the proposal package. When the proposal package is too large for the locked bid cabinet, ask the security guard to call the Division of Procurement and Contracts (DPAC) reception desk at (916) 227-6000 to have your proposal package picked up by DPAC staff.

- 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 proposal 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 proposals. 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 proposals 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. Proposals 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>).
- R. Caltrans reserves the right to reject all proposals 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.

8. California Civil Rights Laws

Any person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a State agency with respect to any contract in the amount of one hundred thousand dollars (\$100,000) or more shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the contract is renewed, that they satisfy all of the conditions set forth in California Public Contract Code Section 2010 and they shall execute the Certification attached as **Attachment 6**.

9. Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order [N-6-22](#) (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law unless the contract has been Federalized (i.e. there is federal participation in any phase). By submitting a bid or proposal, Contractor represents that it is not a target of Economic Sanctions. Should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for rejection of the Contractor's bid/proposal any time prior to contract execution, or, if determined after contract execution, shall be grounds for termination by the State.

10. Executive Order N-12-23 – Generative Artificial Intelligence (GenAI) Technology Use and Reporting

- A. 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.
- B. Bidder/Offeror must notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term "materially impacts" shall have the meaning set forth in State Administrative Manual (SAM) [4986.2](#).
- C. Failure to report GenAI to the State may result in disqualification. The State reserves its right to seek any and all relief it may be entitled to as a result of such non-disclosure.
- D. Upon notification by a Bidder/Offeror of GenAI as required, the state reserves the right to incorporate GenAI Special Provisions into the final contract or reject bids/offers that present an unacceptable level of risk to the state.
- E. Government Code [11549.64](#) defines "Generative Artificial Intelligence (GenAI)" as an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system's training data.

11. 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.

12. 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 proposal opening, each proposal will be checked for the presence and/or absence of required information in conformance with the submission requirements of this RFQ-ITS. Proposals that do not provide requested information will be rejected as non-responsive.
- 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. Proposals 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.

13. 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.

- A. 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:
 - 1) 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.
 - 2) The ability to accumulate and segregate reasonable, allocable and allowable costs through the use of a cost accounting system.
 - 3) 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.

- 4) Procedures to retain accounting records and source documentation as required by the terms of the Agreement and applicable Federal and State regulations.
 - 5) 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.
- B. The bidder must be financially capable of performing the work.
- C. The costs proposed must be reasonable.

14. Award

- A. 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.
- B. 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.
- C. 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.
- D. 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.

15. Protest

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

- A. 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	Department Of General Services Procurement Division Attention: Protest Coordinator 707 Third Street
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Sacramento, CA 95816-7006
Phone Number: (916) 639-6340

West Sacramento, CA 95605
Phone Number: (916) 375-4400
[Refer to GSPD-451 Section 21](#)

- B. **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.

16. Disposition of Proposals

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.

17. Standard Conditions of Service

- A. 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 bidder's proposal price and the actual cost of performing work by the second lowest bidder or by another Contractor.
- B. All performance under the Agreement shall be completed on or before the termination date of the Agreement.
- C. No oral understanding or agreement shall be binding on either party.
- D. 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.

18. Miscellaneous Award Issues

- A. Caltrans does not negotiate rates and/or costs listed on any Cost Proposal submitted for the RFQ-ITS.
- B. If no proposals 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)).
- C. 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.
- D. 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 14838(f).

19. Insurance

- A. 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 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.

- B. 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.

- C. 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.

- D. 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.

20. 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.

21. 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.

E) Special Program(s)

DVBE Participation Program with No Goals

A DVBE participation is not required, but DVBE participation is encouraged, and a DVBE incentive may apply to this RFQ-ITS. See **Section E, Item 2, Paragraph B**, in this RFQ-ITS for requirements.

1. DVBE Incentive Program

- A. 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 Tables 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.

- B. Caltrans will apply an incentive to proposals 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 Tables below.
- C. Tables 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%
0.1% - 1.99%	1%

- D. 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.
- E. Additional information: <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>.

2. Small Business Enterprise or Micro Business 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. Certified SB and MB bidder(s) shall have precedence over "Non-SB" proposers in the application of SB preference(s).
- E. SB Preferences may not be applied to any proposal deemed non-responsive with the solicitation instructions or from a responsible proposer.

- F. Questions regarding the certification approval process or SB program should be directed to DGS, OSDS, at (800) 559-5529. For the 24-hour recording, call (916) 375-4940, or submit email requests to: OSDSHelp@dgs.ca.gov.
- G. Additional References: <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>.
- H. 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.
- I. **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.

Attachment 1
Cost Sheet

Complete Cost Sheet. Submission of this attachment is **required**.

Contractor's Name (Please Print):					
Table 1 – Contract Pricing					
Item Number	Estimated Quantity	Unit of Measure	Item Description	Unit Price (Price Per Unit of Measure)	Total (Estimated Quantity X Unit Price)
1	148	Per Day	All labor, tools, equipment, materials, travel, and incidentals necessary to provide Civil 3D courses per Exhibit A, Statement of Work.	\$	\$
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 deemed non-responsive.				Total This Proposal	\$

Optional Amendment

This Agreement amendment shall be for an additional **six (6) months** to allow for the fulfillment of trainings.

Attachment 2

Customer Experience Reference Form

The bidder must provide two (2) client references for services it has performed within the past three (3) years that are similar in size, scope, and type of service as specified in this RFQ-ITS. Complete this form for each corporate reference.

Bidder's Name:	Project Dollar Amount:
Subcontractor that provided the services (if other than the bidder):	
Company/Organization:	
Contact:	
Address:	
Telephone:	E-mail:
Project Name and/or Description:	
Bidder or Subcontractor's involvement:	
Start Date (mm/dd/yyyy):	End Date (mm/dd/yyyy):

Describe corporate experience for this project as it relates to the RFQ-ITS Corporate Experience Requirements for this category. The description of the project must be detailed and comprehensive enough to permit the State to assess the similarity of those projects to the work anticipated in the award of the contract resulting from this solicitation.

Attachment 3

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 53A0298** 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 4

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. <input type="checkbox"/> Sole Proprietorship	5. <input type="checkbox"/> Partnership	6. <input type="checkbox"/> 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 <input type="checkbox"/> No <input type="checkbox"/>		
b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/>		
If yes, enter certification number: _____		
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 <input type="checkbox"/> No <input type="checkbox"/>		
If Yes, complete and return the Bidder Declaration form, GSPD-05-105 with your bid.		

Attachment 4

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/Page-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 5

Bidder Declaration, GSPD-05-105

State of California—Department of General Services, Procurement Division
GSPD-05-106 (REV 08/09) Verbal Version

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"/>

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

Printed Name: _____ Signature: _____ Date Signed: _____

Attachment 5 Bidder Declaration, GSPD-05-105

State of California—Department of General Services, Procurement Division
GSPD-05-106 (REV 08/09) Instructions for Verbal Version

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.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.

3. Read the certification at the bottom of the page. An individual that is authorized to bind the firm contractually is to print their name, sign and date the form. Also, complete the "Page ____ of ____" accordingly.

Attachment 6

California Civil Rights Laws Certification

Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of \$100,000 or above shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:

1. **CALIFORNIA CIVIL RIGHTS LAWS**: For contracts executed or renewed 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
2. **EMPLOYER DISCRIMINATORY POLICIES**: For contracts executed or renewed 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	Federal ID
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Executed in the	Executed in the
Date Executed	

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-ITS and must be returned, as instructed, or your proposal may be considered non-responsive. **Return this checklist with your Technical and Cost Proposal package.**

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

Attachments

Attachment Name/Description

Technical Proposal Requirements

- | | |
|-------|--|
| _____ | Cost Sheet (Attachment 1) |
| _____ | Customer Experience Form (Attachment 2) |
| _____ | Confidentiality Statement (Attachment 3) |
| _____ | Bid/Bidder Certification Sheet (Attachment 4) |
| _____ | Bidder Declaration, GSPD-05-105 (Attachment 5) |
| _____ | California Civil Rights Laws Certification (Attachment 6) |
| _____ | Required Attachments Checklist (Attachment 7) |

Cost Proposal Requirements

- | | |
|-------|--|
| _____ | Cost Sheet (Attachment 1) |
| _____ | Required Attachments Checklist (Attachment 7) |

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

53A0298

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 (Caltrans)

CONTRACTOR NAME

TBD

2. The term of this Agreement is:

START DATE

April 1, 2025 or upon Caltrans approval, whichever is later

THROUGH END DATE

March 31, 2027

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	7
Exhibit B	Budget Detail and Payment Provisions	2
Exhibit C *	General Terms and Conditions	1
+ - Exhibit D	Special Terms and Conditions	4
+ - Exhibit E	Additional Provisions	8
+ - Exhibit F	Security and Privacy General Provisions	10
+ - Attachment 1	Cost Sheet (attached upon award)	TBD
+ - Attachment 2	Contractor's Proposal (attached upon award)	TBD
+ - Attachment 3	Bidder Declaration (GSPD-05-105) (attached upon award)	2
+ - Attachment 4	IP Copyright Assignment Form	2
+ - Attachment 5	IP Non-Disclosure Agreement Form	3

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>

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

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

53A0298

PURCHASING AUTHORITY NUMBER (If Applicable)

DOT-2660

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Department of Transportation

CONTRACTING AGENCY ADDRESS

1727 30th Street, MS 65

CITY

Sacramento

STATE

CA

ZIP

95816

PRINTED NAME OF PERSON SIGNING

TITLE

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

Exhibit A
IT Training Services Agreement (State)

Statement of Work

1. This Agreement is entered between the Contractor and the California Department of Transportation (Caltrans). Contractor agrees to provide all labor, tools, equipment, materials, travel, and incidentals necessary to provide MicroStation Training Services described herein.
2. The services shall be performed at multiple Caltrans locations throughout California except during a pandemic (see Section 14.C.). The table below lists the planned locations and is subject to change as determined necessary by the Caltrans Contract Manager, or designee. The final location for each class will be determined and communicated to the Contractor at a minimum of thirty (30) calendar days prior to the start of the class.

Table 1 – Caltrans Locations

District	Address	Instructors per class	Maximum number of students per class
1	Room 57 (Basement) 1656 Union Street Eureka, CA 95501	1	10
2	CADD Training Room 1657 Riverside Avenue Redding, CA 96001	1	12
3	Sutter Buttes Training Room, Room 505 703 B. Street Marysville, CA 95901	1	12
4	10th Floor, Room 436 111 Grand Avenue Oakland, CA 94612	1	12
5	50 Higuera St San Luis Obispo 93401	1	12
6	2nd Floor, Room 215 2015 E. Shields Avenue Fresno, CA 93726	1	12
7	8th Floor, Room 8.038 100 South Main Street Los Angeles, CA 90012	1	12
8	Room 629 464 West 4th Street, San Bernardino, CA92401	1	12
9	District 9 Training Room 500 S. Main Street Bishop, CA 93514	1	7
10	CADD Training Room (Basement) 1976 East Charter Way Stockton, CA 95205	1	12
11	Room 1-139 4050 Taylor Street San Diego, CA 92110	1	12
12	6 th Floor, Room 660 1750 E. 4th St., #100 Santa Ana, CA 92705	1	12

**Exhibit A
IT Training Services Agreement (State)**

HQ	FMP 3 1727 30th St, Sacramento, CA 95816 5 th St 1500 5th Street Sacramento, CA 95814	1	12
----	---	---	----

3. This Agreement will commence on **April 1, 2025 (estimated)** or upon approval by 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 **March 31, 2027 (estimated)**. The services shall be provided during working hours between 7:30 A.M. and 5:00 P.M., Pacific Standard Time (PST), Monday through Friday, except on [State Holidays](#) and as is further provided in this Agreement. The parties may amend this agreement as permitted by law.
4. Agreement Amendment
 - A. Subject to the terms and conditions and contingent upon approval of Caltrans and the Contractor, Caltrans may have the option, prior to the Agreement expiration date, to amend the Agreement. This Agreement allows for an Agreement Amendment for time for more of the same services.
 - B. The Agreement amendment shall be for up to an additional **six (6) months** to allow for the fulfillment of trainings.
 - C. Any resulting Agreement Amendment will not take effect until it is signed by a Caltrans Contract Officer, and the Contractor has received a signed copy of the (STD 213A) Agreement amendment.
5. All inquiries during the term of this Agreement will be directed to the project representatives listed below. Caltrans Contract Manager as referenced herein includes designee.

Department of Transportation		Contractor: TBD	
Section/Unit: CADD & Engineering GIS Support		Section/Unit: TBD	
Contract Manager: TBD		Project Manager:	
Address:		Address:	
Business Phone: ()	Cell Phone ()	Business Phone: ()	Cell Phone: ()
Email:		Email:	

6. Contractor Minimum Qualifications

Contractor or its subcontractor(s) shall provide a resume for each Trainer that details each Trainer's experience of the following:

- A. Contractor or Subcontractors(s) trainer(s) shall provide at least one (1) trainer resume per proposed staff. Each trainer shall have at least five (5) years of training experience (individually) and must have successfully taught a minimum of twelve (12) classes of MicroStation software of various levels. Each trainer must have taught a minimum of four (4) classes each of: "Introduction to MicroStation for Roadway Design", "Intermediate MicroStation for Roadway Design" and "Creating MicroStation Plan Sheets for Plans Specifications and Estimates (PS&E) Submittal" to meet the minimum training requirements.
- B. All trainers performing work under this Agreement shall meet the above requirements.

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- C. Any trainer's resume not included with the original contract bid submittal must be submitted to the Caltrans Contract Manager for approval prior to training classes being conducted.

7. Class Materials and Equipment

- A. Caltrans shall provide all the necessary audio-visual equipment needed to conduct the training. Caltrans will also provide the PDF copies of the latest training manuals, the data sets for class exercises, and a list of videos produced internally at Caltrans for training purposes, minimum of fourteen (14) calendar days prior to the start of the first training class.
- B. All materials (handouts, data sets, video demonstrations and guides) that the Contractor develops to improve or enhance the materials provided by Caltrans shall be subject to the acceptance and approval of the Caltrans Contract Manager. All such material shall be provided to the Caltrans' Contract Manager fourteen (14) days prior to the use for approval. All such materials shall be provided to Caltrans at the end of the trainings.
- C. The current MicroStation training manuals are based on MicroStation 2023 23.00.01.44. If a new version of MicroStation is released and deployed at Caltrans, the Contractor shall receive updated MicroStation training manuals from the Caltrans Contract Manager thirty (30) calendar days before the use of the new software for statewide training.
- D. Caltrans reserves the rights to lengthen or shorten the class time. The Contract Manager shall notify the vendor regarding any changes to the length of course at a minimum of three (3) months prior to the full implementation of the revised class.
- E. The Contract Manager shall provide a final draft manual to the vendor at least a month before the first day of the modified class for feedback. Manuals may be revised due to workflow changes, student comments, or software updates. The Contract Manager shall provide the final revised version of the manual to the vendor at least two (2) weeks before the first day of the modified class.

8. Development of Final Training Plan

- A. The Contractor shall complete and submit a Final Training Plan approval to the Caltrans Contract Manager within thirty (30) calendar days after notice to proceed is issued by the Caltrans Contract Manager. The Final Training Plan shall include the list of instructors, their resumes and proposed availability of instructors for the next two years (duration of the contract).
- B. A total of 148 days of MicroStation training are projected for this Agreement. Caltrans has identified three (3) main class courses (Introduction to MicroStation for Roadway Design, Intermediate MicroStation for Roadway Design, and Creating MicroStation Plans for PS&E Submittal) that will be provided by the Contractor.

9. Course Description

The Contractor shall instruct a total of 148 days of MicroStation training projected for this Agreement. Caltrans has identified three (3) main class courses (Introduction to MicroStation for Roadway Design, Intermediate MicroStation for Roadway Design, and Creating MicroStation Plans for PS&E Submittal).

A. Introduction to MicroStation for Roadway Design

This is a three (3) day instructor led class that shall introduce the students to MicroStation and its User Interface (UI). Course will give an overview of the basic MicroStation commands, MicroStation Manager, Graphical User Interface; Creating New Files, Working with Design Files, PC Familiarization, Labs covering basic drawing, utilizing frequently used commands, Introduction to AccuDraw, and an understanding of where the resource files and commands that are unique to Caltrans are located. The Introduction to MicroStation for Roadway Design training shall include the following course topics:

- 1) Familiarization with User Interface
- 2) Overview of the basic tools and settings

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- 3) Management of CADD files
- 4) Creating new files
- 5) Editing with design files
- 6) Labs
 - a. Basic drawing skills
 - b. Utilizing frequently used procedures
 - c. Introduction to AccuDraw
 - d. Covering Caltrans standards for plan production for CADD users

B. Intermediate MicroStation for Roadway Design

This is a two (2) day, instructor led class that shall further develop the students' knowledge of MicroStation software in the context of plan production process at Caltrans. Course will explore new commands and options not covered in the MicroStation Introduction Roadway class and elaborate on basic commands. The Intermediate MicroStation for Roadway Design training class includes the following course topics:

- 1) This class briefly elaborates on some of the basic commands covered in the Introduction to MicroStation for Roadway Design class, then moves on to explore new commands and functions.
- 2) Covers many tools of the latest version of MicroStation.
- 3) AccuDraw - show more shortcuts with short exercises.
- 4) Introduction to the use of MDLs and Macros
- 5) Cells: new tools for placing, manipulating, and replacing
- 6) How to "Select by Attributes" to select data in a file quickly and efficiently
- 7) How to use Reference files and Raster Manager
- 8) Exporting out of MicroStation and plotting options available to Export out
- 9) How to use base maps for various functional units
- 10) Labs:
 - a. Basic Drawing Tools
 - b. Line Styles
 - c. AccuDraw
 - d. Using Reference Files
 - e. Utilizing the Element Selection tool
 - f. Utilizing Base Maps
 - g. Changing Elements in File for Different Plotting Scale
 - h. Importing Raster Images
 - i. Tentative Snapping
 - j. Placing, Manipulating and Replacing Cells

C. Creating MicroStation Plan Sheets for PS&E Submittal

This is a two (2) day course, the focus of this class is preparing plans for PS&E utilizing MicroStation tools and commands, and work methodology adopted at Caltrans. Below are topics the students will learn in this class:

- 1) Function keys that aid in the sheet create process.
- 2) Quickset creation and recalling
- 3) Display set creation and recalling
- 4) Display Rule creation and modification
- 5) Space Bar Popup Toolbar and customization
- 6) Key-In Browser and predefined Key-In commands
- 7) Batch Processor utility and process

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- 8) Final sheet submittal steps via REF2RCD, Lupas Rename, Check Plot Shape Marker Cell, create Sheet programs
- 9) Plan Set Sheet Creation workflow
 - a. Folder Structure
 - b. Drawing Clarity and Readability
 - c. Border Margins
 - d. Match Lines
 - e. Drawing Scales
 - f. Clip Frames and Clip Frame Base File
 - g. Locate a Point on a Curve
 - h. Reference Clip Boundary Base File
 - i. Border Base File
 - j. Create a Layout Sheet
 1. Create a Stacked Layout Sheet
 2. Create Multiple Scale Detail Sheet
 3. Batch Printing with ProjectWise Interplot Organizer
 4. Batch Printing with MicroStation Print Organizer
 5. Sheet Manager

10. Class Schedule

Class	Days Per Class	Number of Classes (approximate)	Total Training Days
Introduction to MicroStation for Roadway Design	3	4	12
Intermediate MicroStation for Roadway Design	2	4	8
Creating MicroStation Plan Sheets for PS&E Submittal	2	64	128
Total Number of Training Days:			148

11. Class Effectiveness

At the end of the class, the trainees should possess a basic understanding of the subject matter described above. In addition, the trainees should be able to:

Introduction to MicroStation for Roadway Design:

- Navigate between tabs efficiently in the MicroStation user Interface.
- Understand the use and function of basic tools and settings.
- Understand the steps involved in creating, saving, and editing basic CADD elements.
- Use annotation tools and AccuDraw features comfortably.
- Use reference files and plot using Interplot.

Intermediate MicroStation for Roadway Design:

- Understand how to load/use various MicroStation macros and MDLs.
- Understand how to use advance selection options in MicroStation.
- Loading/applying Caltrans Line Styles.

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- Use Raster Manager for working with imagery.
- Creating MicroStation Plan Sheets for PS&E Submittal: Steps used in project plan sheet creation.
- Understand how to use batch processor.
- Get basic understanding of the use of sheet borders, clip frames and sheet manager macro.

At the end of each class, the Contractor shall provide all participants with a link to a class evaluation form. The Contractor shall encourage participants to complete and return the evaluation form. Contractor's instructors will submit copies of all participants' class evaluations to the Caltrans Contract Manager at the end of each class. If more than half of the class students give a below average rating to the Contractor's instructor on more than two occasions, Caltrans reserves the right to reject any future training by that instructor and request a replacement instructor.

12. Scheduling of Classes

- A. The Caltrans Contract Manager shall schedule Caltrans employees to be trained on the agreed upon dates and times and provide the Contractor with class rosters a minimum of ten (10) business days before the start of each class. Classes shall be scheduled on an as needed basis at the locations listed in Classroom Locations, (See Table 1). The Caltrans Contract Manager and Contractor shall come to an agreement regarding the schedule.
- B. All training classes shall be limited to twelve (12) students per class and shall require one (1) instructor for each class with the exception of District 1 and District 9. District 1 shall have a maximum of ten (10) students and District 9 shall have a maximum of seven (7) students.
- C. The Contractor may be requested to conduct multiple training classes during the same week.

13. Certificate of Participation

Contractor shall provide each participant with a certificate of participation at the end of each class.

14. Cancellation Policy

- A. If the Caltrans Contract Manager must cancel a class and notifies the Contractor of the need to cancel the class at least fourteen (14) calendar days before the first day of that class, the Contractor will not be paid for the cost of that class.
- B. If the Caltrans Contract Manager must cancel a class and notifies the Contractor of the need to cancel the class less than fourteen (14) calendar days before the first day of that class, the Contractor will be paid for the cost of that class.
- C. In the event of quarantine from pandemic (such as Coronavirus, SARS, or MERS, or other California State sanctioned pandemic), Caltrans may elect to use web-based video software such as WebEx, Microsoft Teams, Adobe Connect, or other Caltrans approved application as an alternative method to conduct classes if sufficient video software licenses are available. Caltrans will allow temporary video software access to the Contractor when Caltrans classes are conducted by the Contractor.
- D. In the event of quarantine from pandemic such as Coronavirus, SARS, or MERS, contract may be extended by the same number of days if no training classes can be conducted by the Contractor either in person or via web. For example, if training cannot be arranged for two months due to quarantine, the contract will be extended for another two months to allow the Contractor to teach classes.

15. Class Roster

Contractor shall email Caltrans Contract Manager with a copy of the class roster within 24 hours of completed training. The Contractor shall also be required to take roll call once in the morning and once in the afternoon for each day of the class. The Contractor shall report to the Caltrans Contract Manager or the District CADD Coordinator promptly when a student does not report back to class or anyone who did not

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show up to the class. Names and contact information of the CADD Coordinators will be shared along with first quarterly class schedule after the award of the contract.

16. Code of Conduct

- A. Contractor and its employees shall be aware that they are working on Caltrans property and be always courteous and respectful with Caltrans staff. Contractor and its employees shall refrain from using loud voices, inappropriate language and shall always conduct themselves in a professional manner.
- B. Contractor's staff shall abide by the Contractor's policies and procedures governing the behavior of Contractor's employees. Contractor shall direct its staff to read and behave in a manner consistent with Caltrans policies and directives.
- C. Public safety and convenience are to be considered at all times. If any person employed by the Contractor appears to the Caltrans Contract Manager to be incompetent or to act in a disorderly, unsafe, or improper manner, that person will be removed from the premises immediately and will no longer be employed on this Caltrans Agreement, unless agreed in advance by the Caltrans Contract Manager.
- D. If the Contractor's employees display any behavior that the Caltrans Contract Manager deems inappropriate or offensive, the Caltrans Contract Manager or designee shall have the right to request that employee be removed from doing further work on this Agreement by the Contractor.
- E. If a Caltrans employee displays any behavior that the Contractor or Contractor's staff deems inappropriate or offensive, Contractor shall notify the Caltrans Contract Manager immediately before taking any action towards the Caltrans employee.

17. On-Site Parking and Security Access

- A. Parking will be provided if available, during normal business hours otherwise the Contractor may have to park in a paid public or private location.
- B. Caltrans shall provide security access to all training room in various districts during scheduled classes. Contractor staff shall submit a copy of their current driver's license and a recent passport sized photo (picture taken within 6 months of start of contract) to the Caltrans Contract Manager within fifteen (15) calendar days of the contract start date so that a temporary security badge and Caltrans identification number may be assigned to the trainers allowing them access to Caltrans worksites.

18. Rest and Meal Periods

- A. Under California Department of Industrial Relations Section 226.7(a), no employer shall require any employee to work during any meal or rest period mandated by an applicable order of the Industrial Welfare Commission. California Meal Break Law Requirements (California Labor Code Section 512), workers are entitled to a meal break of at least 30 minutes that must start before the end of the fifth hour of the worker's shift. Worker must be allowed to take the meal break off work premises and spend the break how the worker wishes, since it is off the clock. Worker cannot be required to work during any required meal break.
- B. Additionally, under California Rest Break Requirements (Labor Code Section 1030 and Industrial Welfare Commission Wage Orders), workers are entitled to a net 10-minute paid rest period for every four hours worked or major fraction thereof. Insofar as is practicable, the rest period should be in the middle of the work period. The rest break must be at least 15 consecutive minutes that are uninterrupted. Workers may not be required to remain on work premises during the rest breaks. Workers cannot be required to work during any required rest breaks. But workers are free to skip the rest breaks provided the supervisor isn't encouraging or forcing the workers to.
- C. Note: rest breaks and meal breaks are supposed to be separate, they must not be combined.
- D. All instructors must adhere to the California labor law. Any instructor who violates the California labor law will be not allowed to provide service for this contract.

Exhibit B
IT Training Services Agreement (State)

Budget Detail and Payment Provisions

1. Invoicing and Payment

- A. For training 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 itemized in accordance with **Attachment 1**, and shall include this Agreement Number, dates of services, class title, location, number of training days and number of participants who attended each class.
- C. Invoices shall be submitted in triplicate not more frequently than monthly in arrears to:

Department of Transportation
D53/Design
Attention: TBD
Email: TBD

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 rates specified in **Attachment 1 – Cost Sheet**, 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 2.A, above**.

4. Rates

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

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 Principals

- 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

Exhibit B
IT Training Services Agreement (State)

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 Training Services Agreement (State)

Department of General Services Procurement Division, Information Technology – General Provisions Cloud – Computing Services (DGS PD 403-ITGP)(Non-Cloud) Revised and Effective 2/20/2025

<https://www.dgs.ca.gov/-/media/Divisions/PD/Acquisitions/Solicitation-Document-Attachments/IT-General-Provisions-NonCloud-DGS-PD-403ITGP-Revised-02202025.pdf>

Exhibit D
IT Training Services Agreement (State)

Special Terms and Conditions

1. Settlement of Disputes

- A. Any dispute concerning a question of fact arising under this Agreement that is not disposed of by agreement shall be decided by Caltrans Contract Officer, who may consider any written or verbal evidence submitted by Contractor. The decision of Caltrans Contract Officer, issued in writing, shall be Caltrans' final decision on the dispute.
- B. Neither the pendency of a dispute nor its consideration by Caltrans Contract Officer will excuse Contractor from full and timely performance in accordance with the terms of the Agreement.

2. Termination

- A. If, after award and execution of the Agreement, Contractor's performance is unsatisfactory, the Agreement may be terminated for default. Additionally, Contractor may be liable to Caltrans for damages, including the difference between Contractor's original bid price and the actual cost of performing the work by another Contractor. Default is defined as Contractor failing to perform services required by the Agreement in a satisfactory manner.
- B. Caltrans reserves the right to terminate this Agreement for any or no cause upon 30 days written notice to Contractor or immediately in the event of default or material breach by Contractor.
- C. The State may terminate this Agreement immediately for good cause. The term "good cause" may be defined as "impossibility of performance" or "frustration of purpose", but does not include material breach, default, or termination without cause. In this instance, the Agreement termination shall be effective as of the date indicated on the State's notification to Contractor.
- D. In the event that the total Agreement amount is expended prior to the expiration date, Caltrans may, at its discretion, terminate this Agreement with 30 days' notice to Contractor.

3. Evaluation of Contractor

Performance of the 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 Department of General Services (DGS), Office of Legal Services, if the evaluation is negative and the contract price is over \$5,000.

4. Publication

- A. Other than as provided in sections 3 through 6 of **Exhibit E** hereof, the Contractor shall not copyright any deliverable(s) developed and funded under this Agreement.
- B. Contractor shall have the right to publish any and all information, conclusions, and developments (except that which is designated as **CONFIDENTIAL** by the State) resulting from work conducted under this Agreement.
- C. Any publication by Contractor shall give proper credit to Caltrans. All publications shall bear an appropriate inscription acknowledging the State's copyright ownership to the Work and Deliverable(s) (including but not limited to, all reports, design materials, advertisements, training materials, writings, articles, computer programs, inventions and any documentation related to the Agreement) consisting of a "c" in a circle followed by the four-digit year in which the Work or Deliverable was produced, followed by the words "California Department of Transportation. All rights reserved."
- D. Contractor shall submit to Caltrans any materials released for publication simultaneously with submission to the publisher for the purpose of comment and review by the State with respect to the presence of patentable, confidential, and/or proprietary subject matter within the materials released for publication.

Exhibit D
IT Training Services Agreement (State)

- E. Caltrans will take all reasonable steps to have United States Patent Applications, or other appropriate protection of intellectual property, filed prior to the time the information, conclusions or developments are published or otherwise made available to the public.
- F. Contractor agrees to keep confidential any proprietary information supplied to it by Caltrans during the course of the Agreement and designated in writing as "**CONFIDENTIAL**". Such information will not be included in any published material without the prior written approval of the parties.
- G. All publications shall contain the following disclaimer in a separate section preceding the main body of the document:

"The contents of this report reflect the views of the author who is responsible for the facts and accuracy of the data presented herein. The contents do not necessarily reflect the official views or policies of the State of California or the Federal Highway Administration. This publication does not constitute a standard, specification or regulation."

5. Confidentiality of Data

- A. All financial, statistical, personal, technical, or other data and information relative to Caltrans' operations, which is designated confidential by Caltrans and made available to Contractor in order to carry out this Agreement, shall be protected by Contractor from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion or public hearing held by Caltrans relating to this Agreement shall not authorize Contractor to further disclose such information or disseminate the same on any other occasion.
- C. Contractor shall not comment publicly to the press or any other media regarding this Agreement or Caltrans' actions on the same, except to Caltrans' staff, Contractor's own personnel involved in the performance of this Agreement, at public hearings, or in response to questions from a Legislative committee.
- D. Contractor shall not issue any news release or public relations item of any nature whatsoever regarding work performed or to be performed under this Agreement without prior review of the contents thereof by Caltrans and receipt of Caltrans' written permission.
- E. All information related to the construction estimate is confidential and shall not be disclosed by Contractor to any entity, other than Caltrans.
- F. Any subcontract, entered into as a result of this Agreement, shall contain all of the provisions of this clause.

6. 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.

Exhibit D
IT Training Services Agreement (State)

- 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.
- 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).
7. Retention of Records/Audits
- A. For the purpose of determining compliance with Government Code Section 8546.7, Contractor and Subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including, but not limited to, the costs of administering the Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement. The State, the State Auditor, Federal Highway Administration (FHWA), or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of Contractor that are pertinent to the Agreement for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.
 - B. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this clause.
8. Audit Review Procedures
- A. Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by agreement shall be reviewed by the Chairperson of the Audit Review Committee (ARC). The ARC will consist of the Deputy Director, Audits and Investigations (Chairperson); Deputy Director of the functional Program area; the Chief Counsel, Legal Division, or their designated alternates; and if Caltrans chooses, two representatives of Caltrans' choosing, from private industry. The two representatives from private industry will be advisory in nature only and will not have voting rights. Additional members or their alternates may serve on the ARC.
 - B. Not later than 30 days after issuance of the final audit report, Contractor may request a review by the ARC of unresolved audit issues. The request for review will be submitted in writing to the Chairperson of the ARC. The request must contain detailed information of the factors involved in the dispute, as well as justifications for reversal. A meeting by the ARC will be scheduled if the Chairperson concurs that further review is warranted. After the meeting, the ARC will make recommendations to the appropriate Chief Deputy Director. The Chief Deputy Director will make the final decision for Caltrans. The final decision will be made within three (3) months of receipt of the notification of dispute.
 - C. Neither the pendency of a dispute nor its consideration by Caltrans will excuse Contractor from full and timely performance, in accordance with the terms of this Agreement.

Exhibit D
IT Training Services Agreement (State)

9. Nondiscrimination Clause (2 CCR 11105 Clause b)

- A. During the performance of this Agreement, Contractor, and its Subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The Contractor shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- B. Contractor shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code Sections 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code Sections 11135-11139.5), and the regulations or standards adopted by Caltrans to implement such article.
- C. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and Caltrans upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Caltrans shall require to ascertain compliance with this clause.
- D. Contractor and its Subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- E. Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

10. 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.

11. Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order [N-6-22](#) (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law unless the contract has been Federalized (i.e. there is federal participation in any phase). The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

Exhibit E
IT Training Services Agreement (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 (enter Agreement number).
- C. Policy Cancellation or Termination and Notice of Non-Renewal: The 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. 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.

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

B. Automobile Liability

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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. 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.

E. 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 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

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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.

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, Section 8:**

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 7**, 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 12**, 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 7**, 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.

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With regard to the warranties set forth in this **Section 7**, 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 12** 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 10—Confidentiality; Data Rights**. 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 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-

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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 16**:

- 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) 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. Ownership of Proprietary Property

For the purposes of this section (**Ownership of Proprietary Property**) of **Exhibit E** of Contract **53A0298** (herein after referred to as "this Agreement") the following definitions shall apply:

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

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.

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Inventions: Any idea, methodologies, design, concept, technique, invention, discovery, improvement or development regardless of patentability made solely by Contractor or jointly with Contractor's Subcontractor and/or Contractor's Subcontractor's employee's with one or more employees of Caltrans, 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.

12. Ownership of Work Product and Rights

A. 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.

B. 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.

13. Inventions

A. 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 Caltrans, and shall sign all such applications over to Caltrans, its successors, and

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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.

B. 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.

C. 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.

D. 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 including derivatives of the Contractor's and third parties' pre-existing works (the "Pre-existing Works") shall continue to be owned by Contractor or such parties. Contractor agrees to notify the Caltrans Contract Manager in writing of any Pre-existing Works used in connection with any Work Product produced under this Agreement and hereby grants to Caltrans a non-exclusive, perpetual, royal-free license to utilize the Pre-existing Works in connection with the Work Product.

14. Additional Conditions

A. 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 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.

B. Ownership of Data:

- 1) Upon completion of all work under this Agreement, all intellectual property rights, ownership and title to all documentation relating to the deliverable, including but not limited to, all data, reports,

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data compilations, documents, plans, specifications, and estimates, images, and information 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 \$25,000 entered into as a result of this Agreement shall contain all of the provisions of this clause.

15. 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 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.

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Security and Privacy General 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, 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).

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- 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.

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

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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 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

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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, 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, including by reference the documents set forth in the security

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section of <https://dot.ca.gov/programs/procurement-and-contracts/contractor-resources>, 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.

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

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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 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

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.

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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 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.

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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.

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.)

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

<https://www.dgs.ca.gov>
<https://cdt.ca.gov/policy/simm>
<https://www.nist.gov/>

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**): **SB2038833** 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.

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 2 of 2" accordingly.

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:

- 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 copyright 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.
- 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.
- 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.
- 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.
- 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:
 - Caltrans will notify Assignor of any such claim in writing and tender the defense thereof within a reasonable time; and
 - 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 _____

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

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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.

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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 ____/____/____