

**California State Coastal Conservancy**  
**REQUEST FOR QUOTATIONS (RFQ) No. SCC-DBM3**

**For:**

**Coastal Conservancy Project Manager Database Maintenance Services**

---

**INFORMATION TECHNOLOGY CONSULTING SERVICES**

Date: January 4, 2018

You are invited to review and respond to this Request for Quotation (RFQ). To submit a quotation for these services, you must comply with the instructions contained in this document as well as the requirements stated in the State's Scope of Work (SOW), Attachment A. By submitting an offer, your firm agrees to the terms and conditions stated in this RFQ. Please note that this solicitation is limited to businesses that are currently certified with the State of California as either a Small Business Enterprise (SBE) or a Disabled-Veteran Business Enterprise (DVBE).

Read the attached document carefully. The RFQ due date is: February 15, 2018, 5:00pm. Responses to this RFQ must be submitted by email to the contact noted below.

**Contact:**

California State Coastal Conservancy  
Attn: Hilary Walecka  
Phone: 510-286-7029  
Email: [hilary.walecka@scc.ca.gov](mailto:hilary.walecka@scc.ca.gov)

## TABLE OF CONTENTS

GENERAL INFORMATION .....	2
1. Background and Purpose of the RFQ .....	2
2. Key Dates .....	2
3. Minimum Requirements .....	3
4. Availability and Period of Performance .....	3
EVALUATION INFORMATION.....	4
5. RFQ Response Requirements .....	4
6. RFQ Response Content.....	4
7. Presentations and/or Interviews .....	5
8. Review of Offers for Award .....	5
ATTACHMENT A – SCOPE OF WORK .....	6
A. PROJECT SUMMARY .....	6
B. TASKS SUMMARY AND DELIVERABLES.....	8
C. EXHIBITS .....	11
1. EXHIBIT C1: TASK 2 SUBTASKS .....	11
2. EXHIBIT C2: EXISTING CCMP DATABASE SPECIFICATIONS .....	23
3. EXHIBIT C3: CURRENT WORK TRANSMITTAL.....	36
ATTACHMENT B – COST WORKSHEET .....	38
ATTACHMENT C – SAMPLE CONTRACT .....	39

## GENERAL INFORMATION

### 1. Background and Purpose of the RFQ

The purpose of this Request for Quotation (RFQ) is to select a contractor to undertake maintenance activities on the Coastal Conservancy Project Manager (CCPM) Application. The CCPM Application is a client-server application using Microsoft C# .NET Winforms technology and Microsoft SQL Server. It manages information on Coastal Conservancy projects, contacts, funding, contracts, invoices, etc. The maintenance activities involve updating the application for compliance with Windows 10 and MS SQL Server 2014, resolving programming bugs, and minor adjustments to the program flow and user interface to enhance the program's functionality.

The Coastal Conservancy undertakes projects to purchase, protect, restore, and enhance coastal resources, and to provide access to the shore. The Conservancy works in partnership with local governments, other public agencies, nonprofit organizations, and private landowners. Within the agency, project information is used by various staff for several reasons:

- Individual project managers track critical dates, project requirements, and milestones to ensure projects are implemented efficiently and effectively.
- Contracts and accounting staff track project funding sources, process invoices, track critical contract dates, amend contracts, etc.
- Management staff analyze project data in evaluating the Conservancy's effectiveness at meeting agency goals and for setting priorities for the future.
- Project information is used to report back to the Conservancy Board, State legislature, and other stakeholders on the Conservancy's activities.

The CCPM has been developed in phases and includes functions to store and display information, query data, export some queries and logs to Excel, print pre-defined reports, and provide email alerts to specified staff. Additional information about the database's structure and a detailed scope of work is provided in the State's Scope of Work (SOW), Attachment A.

### 2. Key Dates

Firms presenting Quotations (Offerors) are advised of the key dates and times shown below and are expected to adhere to them.

<i>Event</i>	<i>Date</i>
Release of RFQ	January 4, 2018

Webinar with demonstration of database (optional) To join webinar go to: <a href="https://global.gotomeeting.com/join/129174629">https://global.gotomeeting.com/join/129174629</a> Join the conference call: 888-557-8511, passcode: 415175	January 23, 2018, 10 am
RFQ Response Submission Due Date	February 15, 2018, 5pm
Offeror Presentations and Interviews (At the Conservancy's option)	February 22, 2018
Anticipated Contract Award	March 1, 2018

### 3. Minimum Requirements

- A. Firm must be certified by the State of California as a Small Business Enterprise or a Disabled-Veteran Business Enterprise.
- B. Firm must have previous experience developing a non-web-based client-server application using Microsoft C# .NET Winforms technology and Microsoft SQL Server.

### 4. Availability and Period of Performance

The selected contractor must be able to meet the requirements of this RFQ and be ready to begin work within ten (10) business days of the contract award date specified below. 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. All replacement personnel are subject to approval by the State.

The anticipated contract term is 36 months. In addition, by mutual agreement, the Conservancy and selected Contractor can choose to amend this maintenance contract for up to two additional 36 month periods. Therefore, the total potential contract term is 108 months.

The Conservancy has the option, prior to the expiration of the agreement, to amend the contract to add time, money, and/or tasks to the contract's Statement of Work. The scope of work may be amended to include unanticipated tasks by mutual agreement of the Conservancy and the selected Contractor. Any resulting amended contract will not take effect until it is signed by both parties.

## EVALUATION INFORMATION

### 5. RFQ Response Requirements

This RFQ and the Offeror's response to this document will be made part of the procurement contract file. Responses must contain all requested information and data and conform to the format described in this section. It is the Offeror's responsibility to provide all necessary information for the State to evaluate the response, verify requested information and determine the Offeror's ability to perform the tasks and activities defined in the State's Scope of Work, Attachment A and Cost Worksheet, Attachment B as required below.

The Offeror must submit **1 electronic copy of their response** to the contact name and email address contained on the cover sheet to this RFQ.

### 6. RFQ Response Content

The quotation submitted in response to this RFQ should include the following elements:

- a. **Team Members.** A list of all proposed project team members and their roles. This should include clear identification of the project manager and lead developer. The Conservancy's preference would be to have only one developer work on the project, but other approaches will be considered. The lead developer may also serve as the project manager if desired.
- b. **Statement of Work (Response to Attachment A).** Statement of work should include:
  1. Discussion of approach to the tasks outlined in the RFQ scope of work (Attachment A). For Task 2 Priority 1 items (2.01-2.13), please provide specific discussion of how you will address each of these items. Discussion of any additional Task 2 items (2.014-2.70) is optional.
  2. Identification of risks or uncertainties associated with the scope of work and/or additional information that the Conservancy will need to provide.
  3. Identification and description of any additional tasks the Offeror feels are needed to complete the scope of work.
  4. A schedule with expected start and completion dates for the scope of work. Assume a start date of March 1, 2018.
- c. **Experience and Qualifications**
  1. Descriptions of projects that demonstrate prior relevant experience.
  2. Resumes for each identified member of the project team, detailing relevant experience and certifications.

3. Contact information for 3 clients for whom the Offeror, including the lead developer, has performed similar tasks. For each reference, provide a brief description of the project undertaken, and the role of the proposed lead developer. Contact information should include contact name, firm, phone, and email address.
- d. Cost Bid (Response to Attachment B).** Complete the Cost Worksheet (Attachment B). Add or delete columns for project team members as necessary.

## **7. Presentations and/or Interviews**

At its sole discretion, the Conservancy may request a presentation and/or interview from any or all Offerors. If an interview is requested, the Offeror's proposed project manager and lead developer identified in the list of Team Members must be in attendance. If an interview is requested, it would be held on February 22, 2018. Based on the Offeror's preference, the interview would be done either in the Conservancy's office or via video conference.

## **8. Review of Offers for Award**

Responses to this RFQ will first be reviewed to verify that the response meets the minimum qualifications, and that all of the content requested in Section 6 above is included. If a response is missing information it may be deemed not responsive. Further review is subject to the Conservancy's discretion. Award of a contract resulting from this RFQ will be determined based on qualifications, experience, cost, and understanding of the scope of work. The Conservancy reserves the right not to pick any of the submitted offers.

## ATTACHMENT A – SCOPE OF WORK

### A. PROJECT SUMMARY

1. **Project Scope** – The State Coastal Conservancy (SCC) intends to select a contractor to undertake maintenance programming tasks for the Coastal Conservancy Project Manager (CCPM) Application. The CCPM Application is a client-server application using Microsoft C# .NET Winforms technology and Microsoft SQL Server. It manages information on Coastal Conservancy projects, contacts, funding, contracts, invoices, etc. The maintenance activities involve resolving programming bugs and minor adjustments to the program flow and user interface to enhance the program's functionality. This Scope of Work (SOW) details the specific activities, deliverables, roles and responsibilities, and acceptance criteria for work to be provided by the contractor for this work. There may be additional work added to this scope to resolve any unknown functional defects in the CCPM application identified in the future or to resolve future functional issues resulting from changes in Conservancy IT setup.
2. **Technical Requirements**
  - a. Up to 70 users need to be able to access the system at one time. System performance should not degrade significantly with up to 20 users.
  - b. Application release packages should be designed for use with Active Directories deployment.
  - c. Application security system should make use of network sign on (i.e., users should not have to log on independently to application if they are logged on to the network and listed as a user in the application).
3. **Acceptance Criteria** – It shall be the Conservancy's sole determination as to whether a deliverable has been successfully completed and is acceptable to the State. There must be a signed acceptance document (email is sufficient) for each deliverable before invoices can be processed for payment. Acceptance criteria shall consist of the following:
  - a. Written deliverables are completed as specified and approved.
  - b. New functionality works as specified without generating unhandled exceptions, system crashes, internal conflicts, or other bugs.
  - c. If a deliverable is not accepted, the State shall provide the rationale in writing within 4 weeks of receipt of the deliverable or upon completion of acceptance testing period.
4. **Warranty** – Upon completion of the project and final approval by the Coastal Conservancy, the Contractor will warrant for one year the proper functioning of the CCPM system. During this period, should all or any portion of the system programmed by the Contractor materially fail, the Contractor will correct the problem without further cost to the Conservancy. The Contractor does not warrant that the CCPM is error-free or that it will run without immaterial interruption.

**5. Agency Requirements**

- a. Conservancy will appoint one point of contact for the project with authority to review and approve all work products, and approve amendments to subtasks and subtask budgets.
- b. The Conservancy will provide access to a testing environment where contractors can upload interim updates to the database as subtasks are completed. All new functionality will be tested on this server before being deployed. Contractor will have to access the server with GoToMyPC. Costs of subscription to GoToMyPC can be included in the cost estimate.
- c. Conservancy will provide one set of consolidated comments on each subtask of Task 2.

**6. Contractor Requirements**

- a. The Contractor shall designate a person to whom all project communications may be addressed and who has the authority to act on all aspects of the agreement. This person shall be responsible for the overall project and shall be the contact for all invoice and staffing issues.
- b. The Contractor shall comply with all applicable Conservancy, Department of General Services (DGS), and California Department of Technology (CDT) policies and procedures and industry standards, as provided to the Contractor by the Conservancy.
- c. Personnel commitments made in the Contractor's proposal shall not be changed without prior written approval of the Conservancy. The Conservancy reserves the right to require the removal and replacement of any member of the Contractor's staff from this project.

**7. Payment**

- a. **Time and Materials** – This contract will be paid on the basis of time and materials in accordance with the approved budget. If completion of a task will cost more than 10% above the budgeted amount, this budget change must be approved by the Conservancy in advance and in writing.
- b. **Schedule and withholding** – Tasks can be billed monthly. 10% of each invoice will be withheld by the Conservancy. Upon successful completion of each Task, or Subtask for Task 2, the 10% withheld will be released to the contractor upon request.
- c. **Travel expenses** -- The Conservancy will not reimburse for any travel expenses, including lodging and meals, incurred by the Contractor in the execution of activities as described by the SOW.

- 8. Amendments** – The contract issued in response to this RFQ may be amended by the written agreement of both the Conservancy and the Contractor, including but not limited to amount, scope of work, budget, and schedule.



**9. Data Integrity and Security –**

- a. Contractor shall comply with the following requirements to ensure the preservation, security, and integrity of data on computing devices and portable electronic storage media:
  - i. Maintain confidentiality of all data identified as confidential by limiting data sharing to those individuals approved by the Conservancy.
  - ii. Install and maintain current anti-virus software, security patches, and upgrades on all computing devices used during the course of the project.
  - iii. Notify the Conservancy Project Manager immediately of any actual or attempted violations of security of data, including lost or stolen computing devices, files, or portable electronic storage media.
  - iv. Advise the Conservancy Project Manager of vulnerabilities that may present a threat to the security of data and of specific means of protecting that data.
  - v. Contractor will agree to and adhere to the Conservancy information security and acceptable use policies.
- b. Contractor shall use Conservancy data only for purposes of this project.
- c. Contractor shall not transfer 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 files(s).

**B. TASKS SUMMARY AND DELIVERABLES**

**1. Project Initiation**

Review existing CCPM database system. Conduct a project initiation kick-off meeting with Conservancy team. Revise Statement of Work based on initial meeting and review of existing CCPM system.

*Deliverable: Kick-off meeting and revised Statement of Work.*

**2. Resolve bugs and enhance existing functionality**

Resolve the bugs and make minor adjustments to the program flow and user interface as outlined in the Task 2 subtasks (Priority 1-4) below. Each subtask item 2.01-2.70 (Exhibit 1) should be tested by the Contractor prior to being submitted to SCC for review. The contractor should maintain a spreadsheet of all Task 2 items (2.01-2.70) that is accessible by the contractor and by the SCC project manager. The spreadsheet should include columns for item number, description, date submitted for SCC review, date of SCC approval (to be completed by SCC once approved), SCC rejection comments (to be completed by SCC if item is not approved), contractor response (on resubmittal of item).

### **2.1 Priority 1 Subtask**

Resolve Task 2 items identified as Priority 1 (2.01- 2.13) (Exhibit 1). Upon completion of all Priority 1 items, Contractor will upload version 3.8.1 to the test server as a MSI file. SCC will review on the test server each Task 2 Priority 1 item to verify error-free functionality in version 3.8.1. If any Priority 1 items are not accepted, contractor will resolve any bugs or other issues identified in the testing and reload an updated version onto the test server. Assume 4 weeks will be needed by SCC to complete testing and verification of the version 3.8.1. Once SCC has approved all Priority 1 items, the Contractor will provide a 3.8.1 production version as a MSI and EXE.

*Deliverable: One or more drafts (as necessary to achieve SCC approval) of updated 3.8.1 database loaded on test server for SCC testing and final production of version 3.8.1 of database.*

### **2.2 Priority 2 Subtask**

Resolve Task 2 items identified as Priority 2 (2.14- 2.36). Following the same procedure as outlined in Subtask 2.1, SCC will review and approve each item prior to Contractor providing a 3.8.2 production version as a MSI and EXE.

*Deliverable: One or more drafts (as necessary to achieve SCC approval) of updated 3.8.2 database loaded on test server for SCC testing and final production of version 3.8.2 of database.*

### **2.3 Priority 3 Subtask**

Resolve Task 2 items identified as Priority 3 (2.37- 2.59). Following the same procedure as outlined in Subtask 2.1, SCC will review and approve each item prior to Contractor providing a 3.8.3 production version as a MSI and EXE.

*Deliverable: One or more drafts (as necessary to achieve SCC approval) of updated 3.8.3 database loaded on test server for SCC testing and final production of version 3.8.3 of database.*

### **2.4 Priority 4 Subtask**

Resolve Task 2 items identified as Priority 4 (2.60- 2.70). Following the same procedure as outlined in Subtask 2.1, SCC will review and approve each item prior to Contractor providing a 3.8.4 production version as a MSI and EXE.

*Deliverable: One or more drafts (as necessary to achieve SCC approval) of updated 3.8.4 database loaded on test server for SCC testing and final production of version 3.8.4 of database.*

### **3. Provide technical specifications and source code**

Contractor will update the data dictionary and data model (indicating relationships among tables) to reflect any changes made to the database. In addition, Contractor will prepare an updated Technical Facts document that provides a written overview of the database, including details on the development environment, software required to edit the system, overview of the code organization and Visual Studio projects (if still applicable) and any other technical information required for an independent contractor to take over the next phase of database development. Draft documentation will be reviewed by the Conservancy and revised once by the Contractor. Contractor will also provide a copy of the final source code and installation package. All of this material will be provided on a USB drive.

*Deliverable: Updated technical specifications and code.*

### **4. Project Management**

Contractor will designate a project manager and lead developer (person primarily responsible for completing the programming work). Contractor to provide direct access to lead developer. Contractor should provide a brief description of project management functions and how they will be carried out. Contractor to provide written status reports biweekly.

*Deliverable: Project management description and Biweekly status report.*

California State Coastal Conservancy  
RFQ No. SCC-DBM3  
ATTACHMENT A — SCOPE OF WORK  
EXHIBIT C1: TASK 2 SUBTASKS

**C. EXHIBITS**

**1. EXHIBIT C1: TASK 2 SUBTASKS**

Item No.	Priority (1-4)	Category	Tab or Menu	Specific page or location	Function	Item Description
2.01	1	Admin	Contracts	New	Tool	Create a tool for the administrator to change the funding source on a contract after invoices have been entered. Sometimes the funding source gets entered incorrectly and this may not get caught until invoices have been added. The tool would update the following tables by replacing the old FundId (FundID_X) with the New FundID (FundID_Y): 1) update the contract funds table; 2) the invoices table, where contractID = contract in question; and 3) update the ReserveEncumb table. This last one will be the most complicated because it is done at the project level, not the contract level. Therefore, you can't necessarily just replace the old Fund ID with the new FundID. Rather if amount \$A is incorrectly in the contract, then you have to subtract \$A from FundID_X reservation. If FundID_X reservation is now zero, the whole thing can be deleted. And then add \$A to Fund ID_Y reservation if it exists. If it doesn't exist, it needs to create Fund ID_Y reservation for amount \$A.
2.02	1	Alerts			Fix bugs	<b>BUG:</b> The DB is supposed to check every day and send up to 7 kinds of alerts. There is also a way to do this manually. None of the alerts are currently working. However the monitoring alert (see below) used to work. The set up for the manual sending is very problematic. Here is how it was supposed to work for each of the 7 alert types 1. Contract Completion -- To be sent if 1) [ContractStatus[:[ContractStatusID]=2; and 2) [ContractDetails]:[CompletedDate] is 30 days or 91 days away, an alert was to be sent. 2. Contract Termination -- To be sent if 1) [ContractStatus[:[ContractStatusID]=2 or 3; and 2) [ContractDetails]:[TerminationDate] is 30 days or 91 days away, an alert was to be sent. 3. Contract Liquidation -- To be sent if 1) [ContractStatus[:[ContractStatusID]=2; and 2) the [ContractFunds][LiquidDate] is 6 months away, AND the balance of the funds from that source in the contract is greater than zero ([ContractFunds]:[ContractedAmount] -

California State Coastal Conservancy  
RFQ No. SCC-DBM3  
ATTACHMENT A — SCOPE OF WORK  
EXHIBIT C1: TASK 2 SUBTASKS

						<p>sum([Invoices][NetPayment]) &gt; 0). then monthly thereafter.</p> <p>4. Contract Monitor -- If [ContractMonitorDetail]:[MonitorDate] is Null and [ContractMonitorDetail]:[ScheduledDate] is 30 or 91 days away an alert should be sent,</p> <p>4. Contract Monitor Overdue -- If [ContractMonitorDetail]:[MonitorDate] is Null and [ContractMonitorDetail]:[ScheduledDate] is past, alerts should be sent monthly.</p> <p>6. Payment Due -- To be sent if [Repayments]:[DatePaid] is Null and [Repayments]:[ScheduledDate] is 30 or 91 days away.</p> <p>7. Payment OverDue -- To be sent monthly if [Repayments]:[DatePaid] is Null and [Repayments]:[ScheduledDate] is past.</p> <p><b>FIX:</b> Discuss with Conservancy before implementing. Alerts should be sent out automatically, as described above. Manual send should be adjusted as follows. For all alerts other than Contract Liquidation, system should send an alert for any contract where the relevant date (see list above) is less than 91 days away, or past. This would allow us to send the alerts once a month and catch everything we need to.</p> <p>For Contract Liquidation, the alerts should be sent for anything where the liquidation date is 183 days away and the the balance (as calculated above) is greater than 0.</p>
2.03	1	Contract Funds	Contract Details	Substitute Funds	Bug fix	<p>The substitution of funds process only works some of the time and we cannot determine what makes it work or not. What happens is that you go through the whole process on the Substitute Funds page, hit Save and sometimes it works, and sometimes it doesn't.</p>
2.04	1	Contract Funds	Contract Details	Substitute Funds	Table Modification	<p>For Substitution of funds, the top table needs to be modified as follows to make it easier for users:</p> <ol style="list-style-type: none"> <li>1. Funding Source column -- Need to show the full funding source item which includes the fiscal year. It can be the "FYShort" field, i.e., 13/14 rather than Fiscal Year field 2013-2014.</li> <li>2. Change name of third column to "Amount to be Substituted"</li> <li>3. New Funding source column -- Also need to show the full funding source item with the fiscal year as in #1.</li> </ol> <p>The substitution of funds work flow to avoid errors should be:</p>

California State Coastal Conservancy  
RFQ No. SCC-DBM3  
ATTACHMENT A — SCOPE OF WORK  
EXHIBIT C1: TASK 2 SUBTASKS

						<p>1. disencumber funds from current fund source.</p> <p>2. Reduce reservation amount from current fund source for each authorization as selected by the user.</p> <p>3. Reserve new fund source for each authorization as selected by the user. Could one of the problems be if you are increasing a fund source that was already reserved by that authorization?</p> <p>4. Add the new fund source to the contract funds table. Could one of the problems be if the new substituted fund is already used in the contract -- ie you are adding dollars to one of the sources rather than adding a new contract fund source?</p> <p>If this process is too complicated to work consistently, developer should discuss in detail with Conservancy staff and suggest an alternate approach.</p>
2.05	1	Contracts	Contract Details	Contract Funds	Formatting	Contract details page: The column in contract funds for "withholding to date" should be formatted as currency
2.06	1	Contracts		Invoices	Make unaccessible	User should not be able to enter new invoices if a contract is marked as "draft".
2.07	1	Logs	Contracts menu	Active contract log, Past Liquidation Alert		The past liquidation alert shows up if any funding source for a contract is past its liquidation date, even if the balance for that source is zero. Should only give alert if the balance is greater than zero for a source that is past its liquidation date. See contract 11-078 as example.
2.08	1	Reporting	External 1-Pager Report		Print	Printing is no longer working. Want the print option to always open the print dialog -- no quick print from the option selection page or the preview. We think this is a problem from the upgrade to 64 bit.
2.09	1	Searching	Query	Query tool --> Views	Admin access	Need admin access to the views so that they can be changed, renamed and added to.
2.10	1	System Operations	Opening Application			Application can only be run in administrator mode since upgrade of SCC systems. Need to update as necessary to allow app to run not in administrator mode.
2.11	1	System Operations			Update system	Update application to be compatible with Windows 10, 64 and 32 bit, a sql 14, and Windows Server 16

California State Coastal Conservancy  
RFQ No. SCC-DBM3  
ATTACHMENT A — SCOPE OF WORK  
EXHIBIT C1: TASK 2 SUBTASKS

2.12	1	Reporting		new		The Conservancy uses a form called the "work transmittal" (WT) to authorize various stages of project implementation including: 1) review of staff recommendation and funding authorization; 2) reservation of specific funding sources and amounts for a project; 3) review of a new contract or grant agreement; 4) specification of which project funding sources will be applied to a specific grant. We would like to develop a system that includes both electronic signatures and some degree of integration of the WT with the project database. This item would be to meet with SCC staff to understand the business needs and use cases and then provide at least two options for providing this functionality, one of which should minimize cost (which probably means also minimizing integration), for Conservancy staff to consider. Implementation of this functionality may be added to the scope by future amendment.
2.13	1	UI		Moving between pages	Changed functionality	If you make changes on one page and move to another without saving your changes, an alert will come up to tell you to save your changes. However, the db does not let you move back to the page with the unsaved changes or do it for you. Instead, every time you try to click back to that page you get the same error message. User gets 3-4 error messages before system will let you move back. The fix should have the system automatically move you back to the tab with the unsaved changes with the first error message.
2.14	2	Admin	Admin->Manage ->FundingSources	Funding sources	Show more fields	Can the overview table be expanded to show more fields? Specific the Encumb Date and Liquid Date? The "Program Name" Column can be cut.
2.15	2	Alerts			New functionality	Create new ability to know when any of the following changes have been made to a project: update the project description; add or change funding sources - this could be either a change to a funding reservation or a change to contract funds. This actually only needs to be done for a subset of funding sources, so system could also filter by that subset or the filtering could be done at the human level. We are thinking the new ability might be a new alert, a new log, or a new query in the query tool. Other solutions are also welcome. To be most useful, a subset of data should be exportable to excel. The draft list of data is project number, project name, county, primary project manager, funding

California State Coastal Conservancy  
RFQ No. SCC-DBM3  
ATTACHMENT A — SCOPE OF WORK  
EXHIBIT C1: TASK 2 SUBTASKS

						source (one per line), amount of funding source, contract number, grantee. Final list would be determined in consultation with SCC staff.
2.16	2	Contract Funds	Admin	New	New functionality	Create a way for the administrator to change a contract fund source on a contract even if there are invoices attached. This would require updating the FundID in the ContractFunds table and the Invoice table, for any invoices where the contractID and ContractFundID match the one being updated.
2.17	2	Contracts	Contract Details	Invoice drawdown sheet	Export to excel	Need to be able to export the drawdown sheet to excel
2.18	2	Contracts	Contracts menu	Invoice log	Add column and functionality	Need to add a column for funding source and then be able to filter by funding source
2.19	2	Contracts	Invoice drawdown sheet		Change of text	Field labeled "Withholding to Date" on user interface should just say "Withholding"
2.20	2	Database Structure	Open Project		New button	Add a button to the open project page to Open a Contract -- selecting the button should open the existing dialog box for "open existing contract"
2.21	2	Database Structure	ProjectObjective Table		New data and report	In the project objective table, there is one overarching target field for each objective, but we actually have targets for each region for each objective and we track progress at the both the regional and agency level. We could just add new columns to the ProjectObjective table for all of our current regions, but that is not a very robust approach since it cannot account for new regions. Is there some way to address this? Developer should discuss with Conservancy staff, suggest cost-effective solution, and implement change to database structure. Only the administrator needs to be able to enter the regional target data.
2.22	2	Help			New Functionality	Add a help button with a link to the user guide or similar approach.
2.23	2	Linking	Links		Default link	After clicking Browse button in Add Link or Add Folder Link dialog, the window to select the file or folder, should default to our network Conservancy Projects folder. But since the file path to the Conservancy Projects folder can change, there should be an admin menu that sets what the location of that folder is, and these two buttons should use that data to start



California State Coastal Conservancy  
RFQ No. SCC-DBM3  
ATTACHMENT A — SCOPE OF WORK  
EXHIBIT C1: TASK 2 SUBTASKS

						where the user browses for the appropriate file or folder.
2.24	2	Logs	Contracts menu	Active Contract Log	New Field	Add Project Attorney as a field and add to filter list
2.25	2	Organization	Add or edit organization	Organization information	taxpayer id field	Add note for user "Do not enter individual SSNs"
2.26	2	Project - Contract link	Admin		New tool	Create a tool for the administrator to switch which project a contract is attached to, including moving the authorizations and reservation of funds. This requires changing the ProjectID in the ContractDetails table. Provide outline of steps to Conservancy before implementing for verification before implementing.
2.27	2	Project Info	General Information		New spellcheck tool	Add ability to spell check the project summary and project description
2.28	2	Project Info	General Information	Edit General Info	UI	Increase the size of the Project summary box to fit the maximum number of characters. Include a character counter below the box.
2.29	2	Project Info	General Information	Edit General Info	UI	Increase the size of the Project description box to be the approximate size to fill out the space available on the External 1-page report. Add a scroll bar to the Edit General info page to accommodate the increased field size.
2.30	2	Project Info	General Information	Edit General Info	Add text on UI	On the Edit General Information page, add samples of what the lat longs should look like in small font below either the cell heading or under the actual cell. Use these as the examples : 37.806503, -122.273813
2.31	2	Project to Contracts	General Information	Change Contract Managers dialog box.	Fix functionality	There is a prompt to update the contract manager when a new project manager is added to a project. This prompt has multiple problems: 1. The prompt should only occur if the primary project manager is changed, not when a project manager is added. Currently if you add a project manager (not the primary project manager), a nonsensical dialog box comes up and asks if you want to change the contract manager from the current manager to the primary project manager, even when both are already the same person. 2. The prompt should not come up if there aren't any contracts linked to the project yet. 3. The prompt should not occur until the user

California State Coastal Conservancy  
RFQ No. SCC-DBM3  
ATTACHMENT A — SCOPE OF WORK  
EXHIBIT C1: TASK 2 SUBTASKS

						hits save for their changes on the general info page. 4. When you click on the update box on the dialog to actually change the contract manager, the save button does not become active unless you tab away. But since the update box is the only thing the user can change, this is confusing for the user.
2.32	2	Remote Access	Links		Access	Remote staff cannot create links in the database
2.33	2	Reporting	External 1-Pager Report	New function	Printable PDF report	Provide option to output External 1-Pager Report to editable PDF so staff can make minor changes to text.
2.34	2	Searching	Logs or Query Tool	New function	New tool	We need to be able to identify every contract that has not invoiced for the past 3 months, is status=active, and balance (including withholding) >\$1. We also need the Contract Number, Grantee Name, Project Name, Contract Manager Name, Region, Balance, Last Invoice Date, Completed Date, and Termination Date. This might be done by adding a new log, or new fields to the active contract log, creating a new query tool view with the necessary fields, or some other approach. Developer should suggest approach for approval by SCC.
2.35	2	System Crash	General Information	Latitude and Longitude	Changed functionality	If you enter an invalid latitude or longitude number and hit save, the system will crash rather than giving an error message to make you fix the data before saving.
2.36	2	System Crash	Open Project		Changed functionality	If you enter a non-existent project number or project name on the Open Project (home) screen and hit return, the program crashes and closes. It should either do nothing, or give you an error message.
2.37	3	Database Structure	Open Project		Fix bug	If two projects have the same project name but different project numbers, database cannot seem to open them at the same time. Example: 11-037-01, and 08-104-02.
2.38	3	Linking			Add functionality	Add capability to edit the link address
2.39	3	Logs	Contracts menu	20-year contract log	Add column and field	Add a column for "Monitoring Required?" If possible, allow the field to be checked or unchecked from the log

California State Coastal Conservancy  
RFQ No. SCC-DBM3  
ATTACHMENT A — SCOPE OF WORK  
EXHIBIT C1: TASK 2 SUBTASKS

2.40	3	Monitoring	Monitoring Details	Add Multiple Dates Button - change logic/new function	Add functionality	Currently the Add Multiple Dates Button will add annual dates for as many years as you say. What we would like is this: In the dialog box, show the termination date, then have a space where user would enter the final monitoring date. The default should be 3 months before the termination date. Have another data entry box that says Frequency of Monitoring, Every _____ Years. The default should be 5. When user fills in the last date and the frequency and clicks okay, the program would calculate the monitoring dates and enter them. So if termination date is 6/30/2034. The default dates it would set would be 3/31/2034, 3/31/2029, 3/31/2024, 3/31/2019. No dates should be entered prior to the current date when the user is doing this.
2.41	3	Project Info	General Information		Fix bug	If you select the EDIT GENERAL INFORMATION button at the top of the page, then change the name, and hit save, the database will not save the name change. If you do it by entering edit mode via right click and selecting Edit, it works fine.
2.42	3	Project Info	Project Contacts		Fix bug	The system crashes if you try to add a new contact that has an apostrophe in their name (eg., O'Reilly. Oddly, if you add the person without the apostrophe and save, you can later go back in and put the apostrophe in.
2.43	3	Project search	Project Search	Fund Number	Add functionality	When searching by Fund Number, user currently only has choice of "is equal to", add choice for "starts with" and "contains"
2.44	3	Reporting	External 1-Pager Report		Better logo quality	Printout of logo looks really low quality so fix to make higher quality
2.45	3	Reporting	External 1-Pager Report		Change format	Reformat to updated branding style. Update colors, fonts, logo.

California State Coastal Conservancy  
RFQ No. SCC-DBM3  
ATTACHMENT A — SCOPE OF WORK  
EXHIBIT C1: TASK 2 SUBTASKS

2.46	3	Reporting	Project Objectives	new	New report	<p>Create a report that is basically a spreadsheet based on the following:</p> <ol style="list-style-type: none"> <li>1. User specifies Strategic Plan Year, report is constrained to the objectives with that year.</li> <li>2. System runs query that links Project_ProjectObjective table to the region for each project (constrain the query to the first region only to avoid double counting), to create a project, projectObjective, number of units, region dataset.</li> <li>3. System should then sum the "Number of Units" field for each objective-region pairing.</li> <li>4. Report would return: [ProjectObjective]:[ObjectiveNumber]": "[ProjectObjective]:[ObjectiveShortName], Unit of Measure, Target, overall total for that objective, % (overall total/target), and then for each region would have regional target, regional total, regional % (total/target).</li> </ol> <p>It would be a giant spreadsheet and should be exportable to excel.</p>
2.47	3	Reporting	Reports->Internal Project Summary Report		Add columns	Under the funding subheading, create a new table with two columns: Funding Partner and Amount and list out all of the matching funds.
2.48	3	Reporting	Reports->Internal Project Summary Report		Fix functionality	See project 07-004-02 as an example. Under Funding subheading: delete the second table with the headings: Grantee(s)/Contractor(s), Funding Partners, and blank. The info does not match the headings and is provided elsewhere in the report.
2.49	3	Reporting	Reports->Internal Project Summary Report		Fix functionality	See project 07-004-02 as an example. Under Funding subheading: the amount authorized in the summary box is not correct. It appears to be the authorized amount minus the amount to be reimbursed.
2.50	3	Reporting	Reports->Internal Project Summary Report		Fix functionality	The report does not total up the Total Match Fund amount. Shows it as zero. See project 07-004-02
2.51	3	Reporting	Reports->Internal Project Summary Report		Fix functionality	The total project cost is incorrect. This is probably because the Matching Funds are not being entered into the report, but I can't be sure. See project 07-004-02. Total project cost should be Net SCC cost + Total Matching Funds.

California State Coastal Conservancy  
RFQ No. SCC-DBM3  
ATTACHMENT A — SCOPE OF WORK  
EXHIBIT C1: TASK 2 SUBTASKS

2.52	3	Reporting	Reports->Internal Project Summary Report		Fix functionality/formatting	In the table that has two headings <u>Project Funding</u> and <u>Grants/Contracts</u> , the first cell in column three lists of all of the grants and contracts for the project and the first cell in the fourth column is blank. Instead, the first cell in the fourth column should have the total contract amount for each contract in the third column to the left. The amount line should be even with the contract number/name line, even if it wraps into 2 lines. See project 07-004-02 as an example.
2.53	3	Reporting	Reports->Internal Project Summary Report		Fix bug	Amount Expended to Date is being calculated wrong. In at least some cases, it comes out higher than the amount encumbered (which is the total of all the contract amounts). As a result of this, the Balance Encumbered is also wrong. See project 07-004-02
2.54	3	Reporting	Reports->Internal Project Summary Report		Change functionality	If the Amount to be Repaid = 0, the the Repaid to Date box should show "Not applicable" rather than 0
2.55	3	Reservations	Funding		Change functionality	When picking a funding source, a table appears that can be filtered. Right now it always opens to 2006. Instead, the initial sort order for this table should be as follows: 1. Fiscal Year -- From Newest to Oldest 2. Fund Number -- Sorted A to Z
2.56	3	System crash	Open Project		Fix bug	On Open Project page, if user enters a project name that is not on the list and then hits Open Project. The system will crash and close the program. Instead, user should get an error message instructing them to pick a project off the list and should delete the non-existent project name that they have entered (i.e., the field should return to the default of "Select a Project Name").
2.57	3	UI	Images	New	Add text	Add instructional text to UI images page. Something like: "Maximum image size in system is 400kb. System can reduce image size to fit, but it works best if image being uploaded is less than 1 MB. Landscape orientation photos work best in reports."
2.58	3	UI	Links		Add text	Add instructional text to the UI Links page. Something like "Add link to the Project Folder, all staff recs, and any other relevant folders or websites."
2.59	3	UI			New functionality	Be able to copy and paste any text shown on screen. Contractor should discuss approach and implications with Conservancy before proceeding.

California State Coastal Conservancy  
RFQ No. SCC-DBM3  
ATTACHMENT A — SCOPE OF WORK  
EXHIBIT C1: TASK 2 SUBTASKS

2.60	4	Contracts	Contract Details	Disencumbered field	Fix functionality	How is the Contract Total "disencumbered" amount calculated. See contract 05-020. Two problems: 1) does not seem to be adding together all of the disencumbrances (i.e., the negative numbers in the augment/disencumber column); 2) how do we differentiate between substituted funds and disencumbered funds? What we really mean by "disencumbered" in the summary, is not spent. So for 05-020, the amount should be \$403.69. Maybe the calculation should be to look at the last entry in the invoice logs for each fund source and add together any negative numbers. Need developer to look at and determine appropriate solution.
2.61	4	Database Structure	Contract Details table		Delete Contract	Delete Contract ID 1825 and everything associated with it - it causes the system to crash.
2.62	4	Database Structure	Contract Funds table		Fix functionality	The "BalanceToDate" field in the ContractFunds table is not the balance to date. The field should either be fixed, renamed, or deleted, but first will need to check for ripple effects in code.
2.63	4	Database Structure	Org Notes field		Change functionality	Org Notes field in DB should be moved from OrgAddress table to Organization table and all related ripple effects dealt with.
2.64	4	Link to GIS	General Information	new	New functionality scope	Develop a scope of work and cost estimate to connect the project database to a GIS system. Key components would be: 1. User could pick project location from a map and that would automatically enter the lat/long into corresponding field. 2. Based on the lat/long, db would automatically calculate the assembly, state senate, and congressional districts. Those would be shapefiles in an agency GIS. User would be able to add additional districts since project sites are bigger than one point and can extend into multiple districts. 3. Based on lat/long, db would automatically determine if project is in a disadvantaged community (shapefile in agency GIS) 4. Alternative approach would be for user to pick location from a map with layers for political districts and DACs. User could see the data on this map and would then have to enter by hand rather than automatically.
2.65	4	UI	Organization list and edit organization		Change functionality	On Master Organization List, where it says "Top Organization Address Notes" this should be changed to "Organization Notes" and should read the Org Notes field. Note that there is another scope item (2.63) to move the Org Notes field from the Org Address table to the

California State Coastal Conservancy  
RFQ No. SCC-DBM3  
ATTACHMENT A — SCOPE OF WORK  
EXHIBIT C1: TASK 2 SUBTASKS

						Organization table. and the notes field should be tied to the organization table, not the OrgAddress table. Then when you hit Edit Organization, Where it says "Org Address Notes" near the top, this should also say "Organization Notes" and be the OrgNotes field in the Organization table .
2.66	4	Searching	Query->query tool	Contract Totals View	Fix bug	In the contract funding view of the query tool, the county field does not return any data and so should be fixed
2.67	4	Searching	Search Projects		Change functionality	When you search for a set of projects and a list is returned, if you hit the Open button, it will open all of those projects. It should only open the project where the cursor is, or highlighted projects. In other words, the user should have to do something before being able to open all projects.
2.68	4	UI	All		Color change	Change the color of the tab that is currently active to make it stand out more.
2.69	4	UI	Reports->External Page report	One page report view	New functionality and reorg	Make the description box editable and sized for the space available on the report. Move the image check box fields above the description so that it does not get lost under the longer description field.
2.70	4	View Repayment Details	Contracts tab		Activate button	This button on the Contracts tab seems to be grayed out (i.e., unclickable) for all contracts. It should either work or be removed. See contract 03-105 for details. It had repayment details, but the button is still not activated.

## 2. EXHIBIT C2: EXISTING CCMP DATABASE SPECIFICATIONS

### CCPM Application – Technical Facts

#### Application Overview:

The CCPM (Coastal Conservancy Project Manager) Application is a client-server application using Microsoft C# .NET Winforms technology and Microsoft SQL Server. It manages information on Coastal Conservancy Projects, Contacts, Organizations and Funding.

#### Technologies Used:

- Visual Studio 2003
- Visual C# .NET Winforms (using .NET Framework version v1.1.4322)
- Microsoft SQL Server 2000
- Infragistics NetAdvantage 2005 Volume 1 (v5.1) (3<sup>rd</sup> Party controls for .NET Winforms applications). These controls are used for data-grids, dropdown lists, and numeric-entry text boxes.

#### Server Information:

- Production database server (COAST\COAST1)
- Test database server (COAST2)

#### Client machine requirements:

- MDAC 2.8
- .NET Framework v1.1.4322

#### Database Connection Information:

Database connection information (database name, user id and password) is stored in the app.config file. The user id used to access the database is a SQL account (not a Windows account). This SQL account has restricted access rights in the production database – datareader rights, and stored procedure execution rights only.

#### Application Security Model:

The application uses Windows authentication to determine who is attempting to access the application. The steps in the authentication process are as follows:

- get Windows User ID from the environment
- check to see that this User ID exists in table User (field User.UserName)
  - o if User ID exists, user is authenticated and application 'role' is determined by the value in User.RoleID (there are currently only two RoleIDs – 1 for Admin user, and 0 for non-Admin user. If the user is not an Admin user, then the application Admin menu is hidden)
  - o if User ID **does not exist** in table User, then a 'Guest' login page is displayed, and the user is prompted for both User ID and password. If both the User ID and password exist in the User table, then the user is authenticated

#### Additional Comments:

A few users in the Coastal Conservancy organization use Microsoft Access to view the data in the SQL Server production database.





California State Coastal Conservancy  
RFQ No. SCC-DBM3  
ATTACHMENT A — SCOPE OF WORK  
EXHIBIT C2: EXISTING CCMP DATABASE SPECIFICATIONS

### ContractDetails

Column Name	Type	Nullable	Length	Description
ContractId	int	NO		PK_ContractDetails
ContractNumber	varchar	NO	18	
ContractedAmount	money	YES		
ProjectId	int	NO		FK_ContractDetails_Project
GranteeId	int	NO		FK_ContractDetails_Grantee
OrgAddressId	int	YES		FK_ContractDetails_OrgAddress
ContactPersonId	int	YES		FK_ContractDetails_ContactPerson
ContractStatusId	int	NO		FK_ContractDetails_Contractstatus
ContractTypeId	int	NO		FK_ContractDetails_ContractType
AreContractsConditionMet	bit	YES		
IsMonitoringRequired	bit	YES		
IsRepaymentRequired	bit	YES		
ExecutedDate	datetime	YES		
CompletedDate	datetime	YES		
TerminationDate	datetime	YES		
ClosedDate	datetime	YES		
Purpose	varchar	YES	1000	
BoxNumber	varchar	YES	20	
ClosingRemarks	varchar	YES	250	
County	varchar	YES	100	
CreatedDate	datetime	YES		
CreatedBy	varchar	YES	50	
ProjectManagerId	int	YES		
isFlagged	bit	YES		
FlagNote	varchar	YES	100	

### ContractFunds

Column Name	Type	Nullable	Length	Description
ContractFundId	int	NO		PK_ContractFunds
ContractId	int	YES		FK_ContractFunds_ContractDetails
FundId	int	YES		FK_ContractFunds_FundingSource

CreatedDt	datetime	YES		
CreatedBy	varchar	YES	30	
UpdatedDt	datetime	YES		
UpdatedBy	varchar	YES	30	

### AuthorizationType

Column Name	Type	Nullable	Length	Description
AuthorizationTypeId	int	NO		PK_AuthorizationType
AuthorizationType	varchar	NO	50	

### Contact

Column Name	Type	Nullable	Length	Description
ContactID	int	NO		PK_Contacts
OrgID	int	YES		FK_Contact_Organization
OrgAddressID	int	YES		FK_Contact_OrgAddress
ContactFName	nvarchar	NO	75	
ContactLName	nvarchar	NO	75	
ContactJobTitle	nvarchar	NO	50	
ContactDept	nvarchar	NO	250	
ContactPhone	varchar	NO	50	
ContactExtension	varchar	NO	10	
ContactFax	varchar	NO	20	
ContactCellPhone	varchar	NO	20	
ContactEmail	varchar	NO	50	
ContactNotes	ntext	NO		

California State Coastal Conservancy  
RFQ No. SCC-DBM3  
ATTACHMENT A — SCOPE OF WORK  
EXHIBIT C2: EXISTING CCMP DATABASE SPECIFICATIONS

### *Contact\_Project*

Column Name	Type	Nullable	Length	Description
RecordId	int	NO		PK_Contact_Contact_Project
ProjectId	int	NO		FK_Contact_Project_Project
ContactId	int	NO		FK_Contact_Contact_Project

ContractedAmount	money	YES		
BalanceToDate	money	YES		
LiquidationDate	datetime	YES		
DisencumberAmount	money	YES		
InitialAmount	money	YES		

### *ContractInvoiceNote*

Column Name	Type	Nullable	Length	Description
InvoiceNoteId	int	NO		PK_ContractInvoiceNote
ContractId	int	NO		FK_ContractInvoiceNote_ContractDetails
FundId	int	YES		FK_ContractInvoiceNote_FundingSource
AddDate	datetime	YES		
AddUserId	int	YES		FK_ContractInvoiceNote_User
InvoiceNote	varchar	YES	max	

### *ContractMonitor*

Column Name	Type	Nullable	Length	Description
MonitorId	int	NO		PK_ContractMonitor
ContractId	int	NO		FK_ContractMonitor_Contract
MonitoringRequirement	varchar	YES	4000	
MonitoringProcedure	varchar	YES	4000	
MonitoringGauging	varchar	YES	4000	
MonitoringDocumentation	varchar	YES	4000	

### *ContractMonitorDetail*

Column Name	Type	Nullable	Length	Description
MonitorDetailId	int	NO		PK_ContractMonitorDetail
MonitorId	int	NO		FK_ContractMonitorDetail_ContractMonitor
ScheduledDate	datetime	YES		
MonitoredDate	datetime	YES		
VerifiedById	int	YES		FK_ContractMonitorDetail_ProjectStaff
OutcomeId	int	YES		FK_ContractMonitorDetail_MonitorOutcome

IsDocumentLinked	bit	YES		
Remarks	varchar	YES	50	
MonitoringAlert	varchar	YES	100	

### *ContractMonitorNote*

Column Name	Type	Nullable	Length	Description
MonitorNoteId	int	NO		PK_ContractMonitorNote
MonitorId	int	NO		FK_ContractMonitorNote_ContractMonitor
AddDate	datetime	YES		
AddUserId	int	YES		FK_ContractMonitorNote_User
MonitorNote	varchar	YES	max	

### *ContractNote*

Column Name	Type	Nullable	Length	Description
ContractNoteId	int	NO		PK_ContractNote
ContractId	int	NO		FK_ContractNote_ContractDetails
AddDate	datetime	YES		
AddUserId	int	YES		FK_ContractNote_User
ContractNote	varchar	YES	max	



California State Coastal Conservancy  
RFQ No. SCC-DBM3  
ATTACHMENT A — SCOPE OF WORK  
EXHIBIT C2: EXISTING CCMP DATABASE SPECIFICATIONS

### ContractRepaymentNote

Column Name	Type	Nullable	Length	Description
RepaymentNoteId	int	NO		PK_ContractRepaymentNote
ContractId	int	NO		FK_ContractRepaymentNote_ContractDetails
AddDate	datetime	YES		
AddUserId	int	YES		FK_ContractRepaymentNote_User
RepaymentNote	varchar	YES	max	

### ContractStatus

Column Name	Type	Nullable	Length	Description
ContractStatusId	int	NO		PK_ContractStatus

StatusCode	varchar	NO	50	
ExpiredDate	datetime	YES		

### ContractType

Column Name	Type	Nullable	Length	Description
ContractTypeId	int	NO		PK_ContractType
TypeCode	varchar	NO	50	
ExpiredDate	datetime	YES		

### FiscalYear

Column Name	Type	Nullable	Length	Description
FiscalYearId	int	NO		PKFiscalYear
StartDate	datetime	NO		
EndDate	datetime	NO		
Chapter	int	YES		
Years	varchar	YES	25	IX_FiscalYear
ChapterFY	varchar	YES	10	
CreatedDt	datetime	YES		
CreatedBy	varchar	YES	30	
UpdatedDt	datetime	YES		
UpdatedBy	varchar	YES	30	

### FundingSource

Column Name	Type	Nullable	Length	Description
FundID	int	NO		PKFundingSource
FiscalYearId	int	NO		RefFiscalYear45
FundTitle	varchar	NO	120	
OrgCode	varchar	YES	10	
RefCode	varchar	YES	10	
FundNumber	varchar	YES	10	
ScheduleNum	varchar	YES	10	
Description	varchar	YES	80	

SubScheduleNum	varchar	YES	10	
SubScheduleName	varchar	YES	80	
Program	varchar	YES	10	
Element	varchar	YES	10	
Component	varchar	YES	10	
ReimbCode	varchar	YES	10	
EncumbExpDate	datetime	YES		
LiquidDate	datetime	YES		
AppropAmt	money	YES		
Category	varchar	YES	120	
Source	varchar	YES	80	
CreatedDt	datetime	YES		
CreatedBy	varchar	YES	30	
UpdatedDt	datetime	YES		
UpdatedBy	varchar	YES	30	
FYShort	nvarchar	YES	50	

California State Coastal Conservancy  
RFQ No. SCC-DBM3  
ATTACHMENT A — SCOPE OF WORK  
EXHIBIT C2: EXISTING CCMP DATABASE SPECIFICATIONS

### Images

Column Name	Type	Nullable	Length	Description
ImageId	int	NO		PK_Images
ProjectId	int	NO		FK_Images_Project
ImageName	nvarchar	NO	50	
Image	image	NO		
Caption	nvarchar	NO	255	
ImageCredit	nvarchar	YES	80	

### Invoice

Column Name	Type	Nullable	Length	Description
InvoiceId	int	NO		PK_Invoice
ContractId	int	NO		FK_Invoice_ContractDetails
ReceivedDate	datetime	YES		
InvoiceNumber	varchar	YES	50	
BillingPeriodStart	varchar	YES	20	

BillingPeriodEnd	datetime	YES		
IsDisputed	bit	YES		
GrossInvoiceAmount	money	YES		
GrossAmountApproved	money	YES		
NetPaymentAmount	money	YES		
WithholdingPercent	money	YES		
WithholdingAmount	money	YES		
ToProjectManagerDate	datetime	YES		
ToAccountingDate	datetime	YES		
FromAccountingDate	datetime	YES		
ToControllerDate	datetime	YES		
ClaimScheduleNumber	varchar	YES	25	
IsFinal	bit	YES		
InvoiceDate	datetime	YES		
FundId	int	YES		
Balance	money	YES		
ClaimScheduleDate	datetime	YES		
DisputeDateFromPM	datetime	YES		
Reason	varchar	YES	500	
DisputeDateMailedOut	datetime	YES		
IsIgnore	bit	YES		
DisencumberAugment	money	YES		

### InvoicePayment

Column Name	Type	Nullable	Length	Description
PaymentId	int	NO		PK_InvoicePayment
InvoiceId	int	NO		FK_InvoicePayment_Invoice
Remarks	varchar	YES	50	
Terms	varchar	YES	1000	
ScheduledDate	datetime	YES		
PaidDate	datetime	YES		
AmountPaid	money	YES		

### MatchingFund

Column Name	Type	Nullable	Length	Description
MatchingFundId	int	NO		PK_MatchingFund
ProjectId	int	NO		FK_MatchingFund_Project
OrgID	int	NO		FK_MatchingFund_Organization
DollarAmount	money	NO		
CreatedDt	datetime	YES		
CreatedBy	varchar	YES	30	
UpdatedDt	datetime	YES		
UpdatedBy	varchar	YES	50	
Reimb	bit	YES		
ReimbId	int	YES		FK_MatchingFund_ReservEncumb [ReservEncumbID]
ReimbTypeId	int	YES		FK_MatchingFund_ReimbType

California State Coastal Conservancy  
RFQ No. SCC-DBM3  
ATTACHMENT A — SCOPE OF WORK  
EXHIBIT C2: EXISTING CCMP DATABASE SPECIFICATIONS

### MonitorOutcome

Column Name	Type	Nullable	Length	Description
OutcomeId	int	NO		PK_MonitorOutcome
OutcomeCode	varchar	NO	50	
ExpiredDate	datetime	YES		

### Org\_Project\_Address

Column Name	Type	Nullable	Length	Description
RecordId	int	NO		PK_Org_Project_Address
ProjectId	int	NO		FK_Org_Project_Address_Project
OrgId	int	YES		FK_Org_Project_Address_Organization
OrgAddressId	int	YES		FK_Org_Project_Address_OrgAddress

### Org\_ProjectRole

Column Name	Type	Nullable	Length	Description
RecordId	int	NO		PK_Contact_Org_ProjectRole
ProjectId	int	NO		FK_Contact_Org_ProjectRole_Project

OrgId	int	YES		FK_Contact_Org_ProjectRole_Organization
ProjectRoleId	int	YES		FK_Org_ProjectRole_ProjectRole

### OrgAddress

Column Name	Type	Nullable	Length	Description
OrgAddressID	int	NO		PK_OrgAddress
OrgID	int	YES		FK_OrgAddress_Organization
DepartmentOffice	nvarchar	YES	250	
Address	nvarchar	YES	200	
City	nvarchar	YES	50	
State	nvarchar	YES	50	
Zip	varchar	YES	10	
GeneralPhone	varchar	YES	50	
GeneralFax	varchar	YES	20	
OrgNotes	varchar	YES	1000	

### Organization

Column Name	Type	Nullable	Length	Description
OrgID	int	NO		PKOrganization
Organization	varchar	NO	100	
OrganizationTypeId	int	NO		FK_Organization_OrganizationType
CreatedDt	datetime	YES		
CreatedBy	varchar	YES	30	
UpdatedDt	datetime	YES		
UpdatedBy	varchar	YES	30	
TaxID	varchar	YES	11	
CertificationNumber	varchar	YES	50	
SBE	bit	YES		
DVBE	bit	YES		

### OrganizationType

Column Name	Type	Nullable	Length	Description
OrganizationTypeId	int	NO		PK_OrganizationType
OrganizationType	nvarchar	NO	100	
IsActive	bit	NO		



California State Coastal Conservancy  
RFQ No. SCC-DBM3  
ATTACHMENT A — SCOPE OF WORK  
EXHIBIT C2: EXISTING CCMP DATABASE SPECIFICATIONS

### *Project*

Column Name	Type	Nullable	Length	Description
ProjectId	int	NO		PK_Project
FileNumber	varchar	NO	50	
ProjectName	nvarchar	NO	100	
Summary	nvarchar	NO	300	
Description	ntext	NO		
Latitude	decimal	NO		
Longitude	decimal	NO		
Acreage	decimal	NO		
SquareMiles	decimal	NO		
TrailMiles	decimal	NO		
TrailLinearFeet	decimal	NO		
StreamMiles	decimal	NO		
StreamLinearFeet	decimal	NO		
ProjectNotes	nvarchar	NO	4000	
LastModified	datetime	NO		
CreationDate	datetime	NO		
StatusId	int	NO		FK_Project_ProjectStatus
StatusDate	datetime	NO		
Locked	bit	NO		
APNNumber	nvarchar	NO	100	
CCTmiles	decimal	NO		
CurrentPM	int	YES		
LocationDescription	varchar	YES	100	
CCTLinearFeet	decimal	NO		

### *Project\_AssemblyDistrict*

Column Name	Type	Nullable	Length	Description
RecordId	int	NO		PK_Project_AssemblyDistrict
ProjectId	int	NO		FK_Project_AssemblyDistrict_Project
AssemblyDistrictId	int	NO		FK_Project_AssemblyDistrict_ProjectAssemblyDistrict

### *Project\_CongressionalDistrict*

Column Name	Type	Nullable	Length	Description
RecordId	int	NO		PK_Project_CongressionalDistrict
ProjectId	int	NO		FK_Project_CongressionalDistrict_Project
CongressionalDistrictId	int	NO		FK_Project_CongressionalDistrict_ProjectCongressionalDistrict

### *Project\_ProjectAttorney*

Column Name	Type	Nullable	Length	Description
RecordId	int	NO		PK_Project_ProjectAttorney
ProjectId	int	NO		FK_Project_ProjectAttorney_Project
ProjectAttorneyId	int	NO		FK_Project_ProjectAttorney_ProjectAttorney

### *Project\_ProjectCity*

Column Name	Type	Nullable	Length	Description
RecordId	int	NO		PK_Project_ProjectCity
ProjectId	int	NO		FK_Project_ProjectCity_Project
ProjectCityId	int	NO		FK_Project_ProjectCity_ProjectCity

### *Project\_ProjectCounty*

Column Name	Type	Nullable	Length	Description
RecordId	int	NO		PK_Project_ProjectCounty
ProjectId	int	NO		FK_Project_ProjectCounty_Project
ProjectCountyId	int	NO		FK_Project_ProjectCounty_ProjectCounty

### *Project\_ProjectManager*

Column Name	Type	Nullable	Length	Description
RecordId	int	NO		PK_Project_ProjectManager
ProjectId	int	NO		FK_Project_ProjectManager_Project
ProjectManagerId	int	NO		FK_Project_ProjectManager_ProjectManager

California State Coastal Conservancy  
RFQ No. SCC-DBM3  
ATTACHMENT A — SCOPE OF WORK  
EXHIBIT C2: EXISTING CCMP DATABASE SPECIFICATIONS

**Project\_ProjectObjective**

Column Name	Type	Nullable	Length	Description
RecordID	int	NO		PK_PPO_RecordID
ProjectId	int	NO		FK_PPO_ProjectID
ObjectiveID	int	NO		FK_PPO_ProjectID
NumberOfUnits	float	YES		
CreatedDt	datetime	YES		
CreatedBy	varchar	YES	30	
UpdatedDt	datetime	YES		
UpdatedBy	varchar	YES	30	

**Project\_ProjectProgramType**

Column Name	Type	Nullable	Length	Description
RecordId	int	NO		PK_Project_ProjectProgramType
ProjectId	int	NO		FK_Project_ProjectProgramType_Project
ProjectProgramTypeId	int	NO		FK_Project_ProjectProgramType_ProjectProgramType

**Project\_ProjectRegion**

Column Name	Type	Nullable	Length	Description
RecordId	int	NO		PK_Project_ProjectRegion
ProjectId	int	NO		FK_Project_ProjectRegion_Project
ProjectRegionId	int	NO		FK_Project_ProjectRegion_ProjectRegion

**Project\_ProjectType**

Column Name	Type	Nullable	Length	Description
RecordId	int	NO		PK_Project_ProjectType
ProjectId	int	NO		FK_Project_ProjectType_Project
ProjectTypeId	int	NO		FK_Project_ProjectType_ProjectType

**Project\_ProjectWatershed**

Column Name	Type	Nullable	Length	Description
RecordID	int	NO		PK_PPW_RecordID
ProjectId	int	NO		FK_PPW_ProjectID, FK_Project_ProjectWatershed_Project
WatershedID	int	NO		FK_PPW_ProjectID
CreatedDt	datetime	YES		
CreatedBy	varchar	YES	30	
UpdatedDt	datetime	YES		
UpdatedBy	varchar	YES	30	

**Project\_SenateDistrict**

Column Name	Type	Nullable	Length	Description
RecordId	int	NO		PK_Project_SenateDistrict
ProjectId	int	NO		FK_Project_SenateDistrict_Project
SenateDistrictId	int	NO		FK_Project_SenateDistrict_ProjectSenateDistrict

**ProjectAssemblyDistrict**

Column Name	Type	Nullable	Length	Description
AssemblyDistrictId	int	NO		PK_ProjectAssemblyDistrict_1
AssemblyDistrictNumber	int	NO		
IsActive	bit	NO		

**ProjectAttorney**

Column Name	Type	Nullable	Length	Description
AttorneyId	int	NO		PK_ProjectAttorney
Name	nvarchar	NO	50	
IsActive	bit	NO		



California State Coastal Conservancy  
RFQ No. SCC-DBM3  
ATTACHMENT A — SCOPE OF WORK  
EXHIBIT C2: EXISTING CCMP DATABASE SPECIFICATIONS

### *ProjectCity*

Column Name	Type	Nullable	Length	Description
CityId	int	NO		PK_ProjectCity
CountyId	int	NO		
CityName	nvarchar	NO	100	
IsActive	bit	NO		

### *ProjectCongressionalDistrict*

Column Name	Type	Nullable	Length	Description
CongressionalDistrictId	int	NO		PK_ProjectCongressionalDistrict_1
CongressionalDistrictNumber	int	NO		
IsActive	bit	NO		

### *ProjectCounty*

Column Name	Type	Nullable	Length	Description
CountyId	int	NO		PK_ProjectCounty_2
CountyName	nvarchar	NO	100	
IsActive	bit	NO		

### *ProjectLink*

Column Name	Type	Nullable	Length	Description
LinkId	int	NO		PK_ProjectLink
ProjectId	int	NO		FK_ProjectLink_Project
FilePath	varchar	NO	255	
Description	varchar	NO	250	

### *ProjectObjective*

Column Name	Type	Nullable	Length	Description
ObjectiveId	int	NO		PK_ProjectObjective
ObjectiveLongName	varchar	YES	250	
ObjectiveShortName	varchar	YES	100	
ObjectiveNumber	varchar	YES	10	
UnitOfMeasurement	varchar	YES	25	
Target	int	YES		
SortOrder	int	YES		
IsActive	bit	YES		
CreatedDt	datetime	YES		
CreatedBy	varchar	YES	30	
UpdatedDt	datetime	YES		
UpdatedBy	varchar	YES	30	
PlanYear	varchar	YES	10	

### *ProjectProgramType*

Column Name	Type	Nullable	Length	Description
ProgramTypeId	int	NO		PK_ProjectProgramType
ProgramType	varchar	NO	75	
IsActive	bit	NO		
ProgNickname	nvarchar	YES	50	

### *ProjectRegion*

Column Name	Type	Nullable	Length	Description
RegionId	int	NO		PK_ProjectRegion
Region	nvarchar	NO	100	
IsActive	bit	NO		
RegionalManagerId	int	YES		FK_ProjectRegion_ProjectStaff

### *ProjectRole*

Column Name	Type	Nullable	Length	Description
ProjectRoleId	int	NO		PK_ProjectRole
ProjectRole	varchar	YES	250	

California State Coastal Conservancy  
RFQ No. SCC-DBM3  
ATTACHMENT A — SCOPE OF WORK  
EXHIBIT C2: EXISTING CCMP DATABASE SPECIFICATIONS

### *ProjectStaff*

Column Name	Type	Nullable	Length	Description
ProjectManagerId	int	NO		PK_ProjectManager
Name	varchar	NO	50	
IsActive	bit	NO		
Initials	nvarchar	NO	5	
Email	nvarchar	NO	50	

### *ProjectStaff\_StaffRole*

Column Name	Type	Nullable	Length	Description
RecordId	int	NO		PK_ProjectStaff_StaffRole
ProjectManagerId	int	NO		FK_ProjectStaff_StaffRole_ProjectStaff
StaffRoleId	int	NO		FK_ProjectStaff_StaffRole_ProjectStaff

### *ProjectStateSenateDistrict*

Column Name	Type	Nullable	Length	Description
StateSenateDistrictId	int	NO		PK_ProjectStateSenateDistrict_1
StateSenateDistrictNumber	int	NO		
IsActive	bit	NO		

### *ProjectStatus*

Column Name	Type	Nullable	Length	Description
StatusId	int	NO		PK_ProjectStatus
Status	varchar	NO	50	

### *ProjectType*

Column Name	Type	Nullable	Length	Description
ProjectTypeId	int	NO		PK_ProjectType
ProjectType	nvarchar	NO	50	
IsActive	bit	NO		

### *ProjectWatershed*

Column Name	Type	Nullable	Length	Description
WatershedId	int	NO		PK_ProjectWatershed
Watershed	varchar	YES	50	
IsActive	bit	YES		
CreatedDt	datetime	YES		
CreatedBy	varchar	YES	30	
UpdatedDt	datetime	YES		
UpdatedBy	varchar	YES	30	

### *QueryView*

Column Name	Type	Nullable	Length	Description
ViewId	int	NO		PK_QueryView
ViewName	varchar	NO	50	
Description	varchar	YES	100	
Columns	varchar	YES	2000	

### *RecentProject*

Column Name	Type	Nullable	Length	Description
RecentProjectId	int	NO		PK_RecentProject
Username	varchar	NO	50	
ProjectId	int	NO		FK_RecentProject_Project
InsertDate	datetime	NO		

### *ReimbType*

Column Name	Type	Nullable	Length	Description
ReimbTypeId	int	NO		PK_ReimbType
ReimbType	varchar	YES	50	

California State Coastal Conservancy  
RFQ No. SCC-DBM3  
ATTACHMENT A — SCOPE OF WORK  
EXHIBIT C2: EXISTING CCMP DATABASE SPECIFICATIONS

### RelatedProject

Column Name	Type	Nullable	Length	Description
RecordId	int	NO		PK_RelatedProject
RelatedProjectId	int	NO		FK_RelatedProject_Project1
ProjectId	int	NO		FK_RelatedProject_Project
Notes	nvarchar	NO	350	
RelTypeId	int	YES		

### RelType

Column Name	Type	Nullable	Length	Description
RelTypeId	int	NO		PK_RelType
RelType	varchar	YES	50	

### Repayments

Column Name	Type	Nullable	Length	Description
RepaymentId	int	NO		PK_Repayments
ContractId	int	YES		FK_Repayments_ContractDetails
ScheduleDate	datetime	YES		
Remarks	varchar	YES	200	
AmountOwed	money	YES		
DatePaid	datetime	YES		
AmountPaid	money	YES		
RepaidToDate	money	YES		
Terms	varchar	YES	1000	
isFlagged	bit	YES		

### ReservEncumb

Column Name	Type	Nullable	Length	Description
ReservEncumbID	int	NO		PKReservEncumb
FundID	int	NO		FK_ReservEncumb_FundingSource
AuthorizationId	int	NO		FK_ReservEncumb_AuthorizationDetail
ReserveDate	datetime	YES		
EncumbDate	datetime	YES		
Amount	money	YES		
CreatedDt	datetime	YES		
CreatedBy	varchar	YES	30	
UpdatedDt	datetime	YES		
UpdatedBy	varchar	YES	30	
GrantReimburse	bit	YES		
GrantAmount	money	YES		
GrantSource	varchar	YES	100	
ReimbTypeId	int	YES		FK_ReservEncumb_ReimbType

### StaffRole

Column Name	Type	Nullable	Length	Description
StaffRoleId	int	NO		PK_StaffRole
StaffRoleName	varchar	NO	50	

### User

Column Name	Type	Nullable	Length	Description
UserId	int	NO		PK_User
Username	varchar	NO	50	
Password	varchar	YES	20	
IsActive	bit	NO		

### User\_UserRole

Column Name	Type	Nullable	Length	Description
RecordId	int	NO		PK_User_UserRole
UserId	int	NO		FK_UserRole_User
UserRoleId	int	NO		FK_User_UserRole

### UserRole

Column Name	Type	Nullable	Length	Description
UserRoleId	int	NO		PK_UserRole
UserRoleName	varchar	YES	30	



California State Coastal Conservancy  
RFQ No. SCC-DBM3  
ATTACHMENT A — SCOPE OF WORK  
EXHIBIT C2: EXISTING CCMP DATABASE SPECIFICATIONS

## CCPM Data Dictionary (Version 3) Bob Freeman 7/10/2009

### Amendments

Column Name	Type	Nullable	Length	Description
AmendmentId	int	NO		PK_Amendments
ContractId	int	NO		FK_Amendments_ContractDetails
AmendmentNumber	varchar	YES	50	
Amount	money	YES		
ReasonForAmendment	varchar	YES	1000	
ContractTypeId	int	NO		FK_Amendments_ContractType
LegalDate	datetime	YES		
ProofreaderDate	datetime	YES		
GranteeDate	datetime	YES		
ReturnedDate	datetime	YES		
ExecutedDate	datetime	YES		
DGSDateTo	datetime	YES		
DGSDateFrom	datetime	YES		
ControllerDate	datetime	YES		
FinalDate	datetime	YES		
RegisteredDate	datetime	YES		
RemoveRow	bit	YES		
Flag	bit	YES		
Notes	varchar	YES	1000	

### AuthorizationDetail

Column Name	Type	Nullable	Length	Description
AuthorizationId	int	NO		PK_Authorization
ProjectId	int	NO		FK_Authorization_Project
AuthorizationTypeId	int	NO		FK_Authorization_AuthorizationType
AuthorizationDate	datetime	YES		
AmountAuthorized	money	YES		
Notes	varchar	YES	250	

California State Coastal Conservancy  
RFQ No. SCC-DBM3  
ATTACHMENT A — SCOPE OF WORK  
EXHIBIT C3: CURRENT WORK TRANSMITTAL

**3. EXHIBIT C3: CURRENT WORK TRANSMITTAL**  
(For Reference for Priority 1 item 2.12)

SCC (Rev. 11/16/17)

Page 1 of \_\_\_\_\_

**WORK TRANSMITTAL (Part 1)**

(One page per Project)

<b>PROJECT INFORMATION</b>	
Project Manager: _____	Date: _____
Project Name: _____	
Project #: _____	
City/County: _____	
Grantee/Contractor: _____	
(Contractor's name appears on the FTB or BOE list of the 500 largest tax delinquents _____ Yes _____ No _____ N/A)	
Is Grantee a Nonprofit Organization? _____ Yes _____ No	
If Nonprofit: Is status file complete and current? _____ Yes _____ No _____ N/A	
Is Non-profit Questionnaire Completed? _____ Yes _____ No _____ N/A      Date: _____	
<div style="text-align: center;"><b>Total Amount to be Reserved: \$</b> _____</div> <div>Page 2: \$ _____</div> <div>Page 3: \$ _____</div> <div>Page 4: \$ _____</div> <div>Page 5: \$ _____</div> <div style="text-align: center; font-size: small;">(One page per fund source; all pages must equal the total amount reserved, above)</div>	
Tribal Consultation Complete? _____ Yes _____ No      Date: _____	
Project Entered onto SCC Database? _____ Yes _____ No      Date: _____	
<div style="text-align: center;"><b>STAFF RECOMMENDATION REVIEW</b> (For _____ Board Meeting Date / _____ N/A )</div> <div>1. WG Leader: _____ Date: _____      3. EO/DEO: _____ Date: _____</div> <div>2. Legal: _____ Date: _____      4. *Legal: _____ Date: _____</div> <div style="text-align: right; font-size: x-small;">* At EO/DEO's discretion</div>	
<div style="text-align: center;"><b>NEW AGREEMENT/AMENDMENT REVIEW</b></div> <div>CEQA Complete _____      Agreement # _____</div> <div style="text-align: right;">Am. # _____</div>	
<div style="text-align: center;"><b>MAIL OUT APPROVALS</b></div> <div>Legal: _____ Date: _____      Project Manager: _____ Date: _____</div>	

California State Coastal Conservancy  
RFQ No. SCC-DBM3  
ATTACHMENT A — SCOPE OF WORK  
EXHIBIT C3: CURRENT WORK TRANSMITTAL

SCC (Rev. 11/16/17)

Page 2 of \_\_\_\_\_

**WORK TRANSMITTAL (Part 2)**  
(One Page per Fund Source)

<b>RESERVATION OF FUNDS</b>							
Will this project receive federal funding? ____ Yes ____ No. If Yes, attached Grant Transmittal, a copy of "Federal Sub-Awardee Questionnaire" completed by the grantee and enter Federal Project # _____ (Get federal project # from Lily or Sean). Will this project receive state/other outside funding? ____ Yes ____ No. If Yes, attached Grant Transmittal Is this a substitution of funds? ____ Yes ____ No If Yes, what fund is being substituted? 3760 - _____ ( ) ( ) ( FY____ / ____ )							
Amount to be Reserved: \$ _____ (The information is on the Fund Balance Summary)							
GL Unit	Approp. Ref.	Fund	ENY	Reimb.	Expiration Date Encumb. Liquid.	Reap. by Chapter #	
3760 - _____ ( ) ( ) ( ____ / ____ ) ( ____ / ____ ) ( ____ / ____ ) Program # _____ Agency Use Code B - _____ Source/Nickname (from Project Database): _____							
(Definitions of Activity, Account and Alt Account relate to the project are on the reverse side of this form.) Activity (check one) _____ 3760001 (Support) _____ 3760101 (Local Assistance) _____ 3760301 (Cap. Outlay/Other Capital Outlay) Account _____ Alt Account _____							
_____ VRA (Capital Outlay) (Copy to T. Duff) _____ Habitat Conservation Fund (0262), attach a completed "Project Fact Sheet/HCF Form" _____ Support: 001 Fund 0565 only _____ Yes Repayment Feature? (Loan Receivable) _____ Yes _____ No IT _____ Consulting & Professional: (External) _____ (Inter-Departmental) _____							
1. WG Leader: _____ Date: _____ 2. Acctg. Chief: _____ Date: _____ Amount: \$ _____ 3. Legal: _____ Date: _____ 4. EO/DEO: _____ Date: _____							
(For Contract Staff Use) <div style="display: flex; justify-content: space-between;"> <div>                         (Part of total amount reserved: \$ _____)                     </div> <div>                         Agreement # _____                          Am. # _____                          Fi\$Cal P.O. # _____                          _____ Copy given to Prentiss W. (Bond Fund, including 0262 Prop 1E only)                     </div> </div>							

## ATTACHMENT B – COST WORKSHEET

Instructions to Potential Contractor: Please provide the costs for each Task 1-4 and Subtasks 2.1-2.4 outlined in table below with associated details. Additional tables or rows may be added if necessary. The cumulative costs noted for each Task must match the subtotal. The costs listed must include ALL costs associated with the project including any anticipated direct and/or indirect costs.

IN ADDITION, please provide a cost estimate for each individual Task 2 item (2.01-2.70) on a separate attached spreadsheet.

				Name or Title Rate:		Name or Title Rate:		Name or Title Rate:	
Task No.	Task Name	Total Cost	Total Hours	Cost	Hours	Cost	Hours	Cost	Hours
<b>Task 1</b>	<b>Project Initiation</b>	<b>\$0.00</b>	<b>0.0</b>	<b>\$0.00</b>	<b>0.0</b>	<b>\$0.00</b>	<b>0.0</b>	<b>\$0.00</b>	<b>0.0</b>
<b>Task 2</b>	<b>Resolve bugs and enhance existing functionality</b>	<b>\$0.00</b>	<b>0.0</b>	<b>\$0.00</b>	<b>0.0</b>	<b>\$0.00</b>	<b>0.0</b>	<b>\$0.00</b>	<b>0.0</b>
2.1	Priority 1 Items (2.01-2.19)	\$0.00	\$0.00	\$0.00	0.0	\$0.00	0.0	\$0.00	0.0
2.2	Priority 2 Items (2.20-2.39)	\$0.00	\$0.00	\$0.00	0.0	\$0.00	0.0	\$0.00	0.0
2.3	Priority 3 Items (2.40-2.59)	\$0.00	\$0.00	\$0.00	0.0	\$0.00	0.0	\$0.00	0.0
2.4	Priority 4 Items (2.60-2.68)	\$0.00	\$0.00	\$0.00	0.0	\$0.00	0.0	\$0.00	0.0
<b>Task 3</b>	<b>Provide technical specifications &amp; source code</b>	<b>\$0.00</b>	<b>0.0</b>	<b>\$0.00</b>	<b>0.0</b>	<b>\$0.00</b>	<b>0.0</b>	<b>\$0.00</b>	<b>0.0</b>
<b>Task 4</b>	<b>Project Management</b>	<b>\$0.00</b>	<b>0.0</b>	<b>\$0.00</b>	<b>0.0</b>	<b>\$0.00</b>	<b>0.0</b>	<b>\$0.00</b>	<b>0.0</b>
	<b>TOTAL</b>	<b>\$0.00</b>	<b>0.0</b>	<b>\$0.00</b>	<b>0.0</b>	<b>\$0.00</b>	<b>0.0</b>	<b>\$0.00</b>	<b>0.0</b>

## ATTACHMENT C – SAMPLE CONTRACT

STATE OF CALIFORNIA  
**STANDARD AGREEMENT**  
STD. 213 IT (REVISED 08/11)

### STANDARD AGREEMENT

FOR I.T. GOODS/SERVICES ONLY

	REGISTRATION NUMBER
PURCHASING AUTHORITY NUMBER	AGREEMENT NUMBER

- This Agreement is entered into between the State Agency and the Contractor named below  
STATE AGENCY'S NAME \_\_\_\_\_ (hereafter called State)  
CONTRACTOR'S NAME \_\_\_\_\_ (hereafter called Contractor)
- The term of this Agreement is: \_\_\_\_\_
- The maximum amount of this Agreement is: \$ \_\_\_\_\_
- The parties agree to comply with the terms and conditions of the following attachments which are by this reference made a part of the Agreement:  
Exhibit A - Statement of Work  
Exhibit B - Budget Detail and Payment Provisions  
Exhibit C - General Provisions - Information Technology (GSPD-401IT) (revised 9/5/2014)  
Exhibit D - Special Terms and Provisions

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

<b>CONTRACTOR</b>		<b>CALIFORNIA</b> <b>Department of General Services</b> <b>Use Only</b>
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		



**EXHIBIT A**  
**(Standard Agreement)**

**STATEMENT OF WORK**

\_\_\_\_\_ (the "Contractor") agrees to provide database development services to the State Coastal Conservancy (the "Conservancy") as follows and as more specifically described in the "Work Plan", Attachment 1 to this Exhibit A:

The contractor will implement maintenance fixes to the Coastal Conservancy Project Manager (CCPM) Application. These activities include modifications to the existing database structure in Microsoft SQL and to the user interface with uses Microsoft C# .NET Winforms technology. Contractor will implement fixes, test them, and upload them to a test environment for review and approval by the Conservancy. When all fixes are complete, the contractor will create a new application release for Active Directories deployment.

The project representatives during the term of this agreement will be:

State Agency: State Coastal Conservancy	Contractor:
Name: Hilary Walecka	Name:
Phone: (510) 286-0749	Phone:
Email: <a href="mailto:hilary.walecka@scc.ca.gov">hilary.walecka@scc.ca.gov</a>	Email::

Direct all billing inquiries to:

State Agency State Coastal Conservancy	Contractor:
Section/Unit: Contracts Unit	Section/Unit:
Attention: Shemar Mauleon	Attention:
Address: 1515 Clay Street, 10 <sup>th</sup> floor Oakland CA 94612	Address:
Phone: (510) 286-4159	Phone:
Email: <a href="mailto:shemar.mauleon@scc.ca.gov">shemar.mauleon@scc.ca.gov</a>	Email:

**EXHIBIT A – ATTACHMENT 1  
(Standard Agreement)**

**WORK PLAN**

**A. PROJECT SUMMARY**

**1. Project Scope** – The State Coastal Conservancy (SCC) intends to select a contractor to undertake maintenance programming tasks for the Coastal Conservancy Project Manager (CCPM) Application. The CCPM Application is a client-server application using Microsoft C# .NET Winforms technology and Microsoft SQL Server. It manages information on Coastal Conservancy projects, contacts, funding, contracts, invoices, etc. The maintenance activities involve resolving programming bugs and minor adjustments to the program flow and user interface to enhance the program's functionality. This Statement of Work (SOW) details the specific activities, deliverables, roles and responsibilities, and acceptance criteria for work to be provided by the contractor for this work. There may be additional work added to this scope to resolve any unknown functional defects in the CCPM application identified in the future or to resolve future functional issues resulting from changes in Conservancy IT setup.

**2. Technical Requirements**

- a. Up to 70 users need to be able to access the system at one time. System performance should not degrade significantly with up to 20 users.
- b. Application release packages should be designed for use with Active Directories deployment.
- c. Application security system should make use of network sign on (i.e., users should not have to log on independently to application if they are logged on to the network and listed as a user in the application).

**3. Acceptance Criteria** – It shall be the Conservancy's sole determination as to whether a deliverable has been successfully completed and is acceptable to the State. There must be a signed acceptance document (email is sufficient) for each deliverable before invoices can be processed for payment. Acceptance criteria shall consist of the following:

- a. Written deliverables are completed as specified and approved.
- b. New functionality works as specified without generating unhandled exceptions, system crashes, internal conflicts, or other bugs.
- c. If a deliverable is not accepted, the State shall provide the rationale in writing within 4 weeks of receipt of the deliverable or upon completion of acceptance testing period.

**4. Warranty** – Upon completion of the project and final approval by the Coastal Conservancy, the Contractor will warrant for one year the proper functioning of the CCPM system. During this period, should all or any portion of the system programmed

**EXHIBIT A – ATTACHMENT 1  
(Standard Agreement)**

by the Contractor materially fail, the Contractor will correct the problem without further cost to the Conservancy. The Contractor does not warrant that the CCPM is error-free or that it will run without immaterial interruption.

**5. Agency Requirements**

- a. Conservancy will appoint one point of contact for the project with authority to review and approve all work products, and approve amendments to subtasks and subtask budgets.
- b. The Conservancy will provide access to a testing environment where contractors can upload interim updates to the database as subtasks are completed. All new functionality will be tested on this server before being deployed. Contractor will have to access the server with GoToMyPC. Costs of subscription to GoToMyPC can be included in the cost estimate.
- c. Conservancy will provide one set of consolidated comments on each subtask of Task 2.

**6. Contractor Requirements**

- a. The Contractor shall designate a person to whom all project communications may be addressed and who has the authority to act on all aspects of the agreement. This person shall be responsible for the overall project and shall be the contact for all invoice and staffing issues.
- b. The Contractor shall comply with all applicable Conservancy, Department of General Services (DGS), and California Department of Technology (CDT) policies and procedures and industry standards, as provided to the Contractor by the Conservancy.
- c. Personnel commitments made in the Contractor's proposal shall not be changed without prior written approval of the Conservancy. The Conservancy reserves the right to require the removal and replacement of any member of the Contractor's staff from this project.

**7. Payment**

- a. **Time and Materials** – This contract will be paid on the basis of time and materials in accordance with the approved budget. If completion of a task will cost more than 10% above the budgeted amount, this budget change must be approved by the Conservancy in advance and in writing.
- b. **Schedule and withholding** – Tasks can be billed monthly. 10% of each invoice will be withheld by the Conservancy. Upon successful completion of each Task, or Subtask for Task 2, the 10% withheld will be released to the contractor upon request.

**EXHIBIT A – ATTACHMENT 1  
(Standard Agreement)**

- c. **Travel expenses** -- The Conservancy will not reimburse for any travel expenses, including lodging and meals, incurred by the Contractor in the execution of activities as described by the SOW.
- 8. Amendments** – The contract issued in response to this RFQ may be amended by the written agreement of both the Conservancy and the Contractor, including but not limited to amount, scope of work, budget, and schedule.
- 9. Data Integrity and Security** –
  - b. Contractor shall comply with the following requirements to ensure the preservation, security, and integrity of data on computing devices and portable electronic storage media:
    - i. Maintain confidentiality of all data identified as confidential by limiting data sharing to those individuals approved by the Conservancy.
    - ii. Install and maintain current anti-virus software, security patches, and upgrades on all computing devices used during the course of the project.
    - iii. Notify the Conservancy Project Manager immediately of any actual or attempted violations of security of data, including lost or stolen computing devices, files, or portable electronic storage media.
    - iv. Advise the Conservancy Project Manager of vulnerabilities that may present a threat to the security of data and of specific means of protecting that data.
    - v. Contractor will agree to and adhere to the Conservancy information security and acceptable use policies.
  - b. Contractor shall use Conservancy data only for purposes of this project.
  - c. Contractor shall not transfer 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 files(s).

**A. TASKS SUMMARY AND DELIVERABLES**

**1. Project Initiation**

Review existing CCPM database system. Conduct a project initiation kick-off meeting with Conservancy team. Revise Statement of Work based on initial meeting and review of existing CCPM system.

*Deliverable: Kick-off meeting and revised Statement of Work.*

**2. Resolve bugs and enhance existing functionality**

## **EXHIBIT A – ATTACHMENT 1 (Standard Agreement)**

Resolve the bugs and make minor adjustments to the program flow and user interface as outlined in the Task 2 subtasks (Priority 1-4) below. Each subtask item 2.01-2.70 (Exhibit 1) should be tested by the Contractor prior to being submitted to SCC for review. The contractor should maintain a spreadsheet of all Task 2 items (2.01-2.70) that is accessible by the contractor and by the SCC project manager. The spreadsheet should include columns for item number, description, date submitted for SCC review, date of SCC approval (to be completed by SCC once approved), SCC rejection comments (to be completed by SCC if item is not approved), contractor response (on resubmittal of item).

### **2.1 Priority 1 Subtask**

Resolve Task 2 items identified as Priority 1 (2.01- 2.13) (Exhibit 1). Upon completion of all Priority 1 items, Contractor will upload version 3.8.1 to the test server as a MSI file. SCC will review on the test server each Task 2 Priority 1 item to verify error-free functionality in version 3.8.1. If any Priority 1 items are not accepted, contractor will resolve any bugs or other issues identified in the testing and reload an updated version onto the test server. Assume 4 weeks will be needed by SCC to complete testing and verification of the version 3.8.1. Once SCC has approved all Priority 1 items, the Contractor will provide a 3.8.1 production version as a MSI and EXE.

*Deliverable: One or more drafts (as necessary to achieve SCC approval) of updated 3.8.1 database loaded on test server for SCC testing and final production of version 3.8.1 of database.*

### **2.2 Priority 2 Subtask**

Resolve Task 2 items identified as Priority 2 (2.14- 2.36). Following the same procedure as outlined in Subtask 2.1, SCC will review and approve each item prior to Contractor providing a 3.8.2 production version as a MSI and EXE.

*Deliverable: One or more drafts (as necessary to achieve SCC approval) of updated 3.8.2 database loaded on test server for SCC testing and final production of version 3.8.2 of database.*

### **2.3 Priority 3 Subtask**

Resolve Task 2 items identified as Priority 3 (2.37- 2.59). Following the same procedure as outlined in Subtask 2.1, SCC will review and approve each item prior to Contractor providing a 3.8.3 production version as a MSI and EXE.

*Deliverable: One or more drafts (as necessary to achieve SCC approval) of updated 3.8.3 database loaded on test server for SCC testing and final production of version 3.8.3 of database.*

**EXHIBIT A – ATTACHMENT 1  
(Standard Agreement)**

**2.4 Priority 4 Subtask**

Resolve Task 2 items identified as Priority 4 (2.60- 2.70). Following the same procedure as outlined in Subtask 2.1, SCC will review and approve each item prior to Contractor providing a 3.8.4 production version as a MSI and EXE.

*Deliverable: One or more drafts (as necessary to achieve SCC approval) of updated 3.8.4 database loaded on test server for SCC testing and final production of version 3.8.4 of database.*

**3. Provide technical specifications and source code**

Contractor will update the data dictionary and data model (indicating relationships among tables) to reflect any changes made to the database. In addition, Contractor will prepare an updated Technical Facts document that provides a written overview of the database, including details on the development environment, software required to edit the system, overview of the code organization and Visual Studio projects (if still applicable) and any other technical information required for an independent contractor to take over the next phase of database development. Draft documentation will be reviewed by the Conservancy and revised once by the Contractor. Contractor will also provide a copy of the final source code and installation package. All of this material will be provided on a USB drive.

*Deliverable: Updated technical specifications and code.*

**4. Project Management**

Contractor will designate a project manager and lead developer (person primarily responsible for completing the programming work). Contractor to provide direct access to lead developer. Contractor should provide a brief description of project management functions and how they will be carried out. Contractor to provide written status reports biweekly.

*Deliverable: Project management description and Biweekly status reports.*

The Contractor shall perform all services in close consultation with Conservancy staff.

**EXHIBIT A – ATTACHMENT 1  
(Standard Agreement)**

**Task 2 Subtasks:**

Item No.	Priority (1-4)	Category	Tab or Menu	Specific page or location	Function	Item Description
2.01	1	Admin	Contracts	New	Tool	Create a tool for the administrator to change the funding source on a contract after invoices have been entered. Sometimes the funding source gets entered incorrectly and this may not get caught until invoices have been added. The tool would update the following tables by replacing the old FundId (FundID_X) with the New FundID (FundID_Y): 1) update the contract funds table; 2) the invoices table, where contractID = contract in question; and 3) update the ReserveEncumb table. This last one will be the most complicated because it is done at the project level, not the contract level. Therefore, you can't necessarily just replace the old Fund ID with the new FundID. Rather if amount \$A is incorrectly in the contract, then you have to subtract \$A from FundID_X reservation. If FundID_X reservation is now zero, the whole thing can be deleted. And then add \$A to Fund ID_Y reservation if it exists. If it doesn't exist, it needs to create Fund ID_Y reservation for amount \$A.
2.02	1	Alerts			Fix bugs	<b>BUG:</b> The DB is supposed to check every day and send up to 7 kinds of alerts. There is also a way to do this manually. None of the alerts are currently working. However the monitoring alert (see below) used to work. The set up for the manual sending is very problematic. Here is how it was supposed to work for each of the 7 alert types 1. Contract Completion -- To be sent if 1) [ContractStatus[:[ContractStatusID]=2; and 2) [ContractDetails]:[CompletedDate] is 30 days or 91 days away, an alert was to be sent. 2. Contract Termination -- To be sent if 1) [ContractStatus[:[ContractStatusID]=2 or 3; and 2) [ContractDetails]:[TerminationDate] is 30 days or 91 days away, an alert was to be sent. 3. Contract Liquidation -- To be sent if 1) [ContractStatus[:[ContractStatusID]=2; and 2) the [ContractFunds][LiquidDate] is 6 months away, AND the balance of the funds from that source in the contract is greater than zero ([ContractFunds]:[ContractedAmount] -

**EXHIBIT A – ATTACHMENT 1  
(Standard Agreement)**

						<p>sum([Invoices][NetPayment}) &gt;0). then monthly thereafter.</p> <p>4. Contract Monitor -- If [ContractMonitorDetail]:[MonitorDate] is Null and [ContractMonitorDetail]:[ScheduledDate] is 30 or 91 days away an alert should be sent,</p> <p>4. Contract Monitor Overdue -- If [ContractMonitorDetail]:[MonitorDate] is Null and [ContractMonitorDetail]:[ScheduledDate] is past, alerts should be sent monthly.</p> <p>6. Payment Due -- To be sent if [Repayments]:[DatePaid] is Null and [Repayments]:[ScheduledDate] is 30 or 91 days away.</p> <p>7. Payment OverDue -- To be sent monthly if [Repayments]:[DatePaid] is Null and [Repayments]:[ScheduledDate] is past.</p> <p><b>FIX:</b> Discuss with Conservancy before implementing. Alerts should be sent out automatically, as described above. Manual send should be adjusted as follows. For all alerts other than Contract Liquidation, system should send an alert for any contract where the relevant date (see list above) is less than 91 days away, or past. This would allow us to send the alerts once a month and catch everything we need to.</p> <p>For Contract Liquidation, the alerts should be sent for anything where the liquidation date is 183 days away and the the balance (as calculated above) is greater than 0.</p>
2.03	1	Contract Funds	Contract Details	Substitute Funds	Bug fix	<p>The substitution of funds process only works some of the time and we cannot determine what makes it work or not. What happens is that you go through the whole process on the Substitute Funds page, hit Save and sometimes it works, and sometimes it doesn't.</p>
2.04	1	Contract Funds	Contract Details	Substitute Funds	Table Modification	<p>For Substitution of funds, the top table needs to be modified as follows to make it easier for users:</p> <p>1. Funding Source column -- Need to show the full funding source item which includes the fiscal year. It can be the "FYShort" field, i.e., 13/14 rather than Fiscal Year field 2013-2014.</p> <p>2. Change name of third column to "Amount to be Substituted"</p> <p>3. New Funding source column -- Also need to show the full funding source item with the fiscal year as in #1.</p>



**EXHIBIT A – ATTACHMENT 1  
(Standard Agreement)**

						<p>The substitution of funds work flow to avoid errors should be:</p> <ol style="list-style-type: none"> <li>1. disencumber funds from current fund source.</li> <li>2. Reduce reservation amount from current fund source for each authorization as selected by the user.</li> <li>3. Reserve new fund source for each authorization as selected by the user. Could one of the problems be if you are increasing a fund source that was already reserved by that authorization?</li> <li>4. Add the new fund source to the contract funds table. Could one of the problems be if the new substituted fund is already used in the contract -- ie you are adding dollars to one of the sources rather than adding a new contract fund source?</li> </ol> <p>If this process is too complicated to work consistently, developer should discuss in detail with Conservancy staff and suggest an alternate approach.</p>
2.05	1	Contracts	Contract Details	Contract Funds	Formatting	Contract details page: The column in contract funds for "withholding to date" should be formatted as currency
2.06	1	Contracts		Invoices	Make unaccessible	User should not be able to enter new invoices if a contract is marked as "draft".
2.07	1	Logs	Contracts menu	Active contract log, Past Liquidation Alert		The past liquidation alert shows up if any funding source for a contract is past its liquidation date, even if the balance for that source is zero. Should only give alert if the balance is greater than zero for a source that is past its liquidation date. See contract 11-078 as example.
2.08	1	Reporting	External 1-Pager Report		Print	Printing is no longer working. Want the print option to always open the print dialog -- no quick print from the option selection page or the preview. We think this is a problem from the upgrade to 64 bit.
2.09	1	Searching	Query	Query tool --> Views	Admin access	Need admin access to the views so that they can be changed, renamed and added to.
2.10	1	System Operations	Opening Application			Application can only be run in administrator mode since upgrade of SCC systems. Need to update as necessary to allow app to run not in administrator mode.
2.11	1	System Operation			Update system	Update application to be compatible with Windows 10, 64 and 32 bit, a sql 14, and

**EXHIBIT A – ATTACHMENT 1  
(Standard Agreement)**

		s				Windows Server 16
2.12	1	Reporting		new		The Conservancy uses a form called the "work transmittal" (WT) to authorize various stages of project implementation including: 1) review of staff recommendation and funding authorization; 2) reservation of specific funding sources and amounts for a project; 3) review of a new contract or grant agreement; 4) specification of which project funding sources will be applied to a specific grant. We would like to develop a system that includes both electronic signatures and some degree of integration of the WT with the project database. This task would be to meet with SCC staff to understand the business needs and use cases and then provide at least two options for providing this functionality, one of which should minimize cost (which probably means also minimizing integration), for Conservancy staff to consider. Implementation of this functionality may be added to the scope by future amendment.
2.13	1	UI		Moving between pages	Changed functionality	If you make changes on one page and move to another without saving your changes, an alert will come up to tell you to save your changes. However, the db does not let you move back to the page with the unsaved changes or do it for you. Instead, every time you try to click back to that page you get the same error message. User gets 3-4 error messages before system will let you move back. The fix should have the system automatically move you back to the tab with the unsaved changes with the first error message.
2.14	2	Admin	Admin->Manage ->FundingSources	Funding sources	Show more fields	Can the overview table be expanded to show more fields? Specific the Encumb Date and Liquid Date? The "Program Name" Column can be cut.
2.15	2	Alerts			New functionality	Create new ability to know when any of the following changes have been made to a project: update the project description; add or change funding sources - this could be either a change to a funding reservation or a change to contract funds. This actually only needs to be done for a subset of funding sources, so system could also filter by that subset or the filtering could be done at the human level. We are thinking the new ability might be a new alert, a new log, or a new query in the query tool. Other solutions

**EXHIBIT A – ATTACHMENT 1  
(Standard Agreement)**

						are also welcome. To be most useful, a subset of data should be exportable to excel. The draft list of data is project number, project name, county, primary project manager, funding source (one per line), amount of funding source, contract number, grantee. Final list would be determined in consultation with SCC staff.
2.16	2	Contract Funds	Admin	New	New functionality	Create a way for the administrator to change a contract fund source on a contract even if there are invoices attached. This would require updating the FundID in the ContractFunds table and the Invoice table, for any invoices where the contractID and ContractFundID match the one being updated.
2.17	2	Contracts	Contract Details	Invoice drawdown sheet	Export to excel	Need to be able to export the drawdown sheet to excel
2.18	2	Contracts	Contracts menu	Invoice log	Add column and functionality	Need to add a column for funding source and then be able to filter by funding source
2.19	2	Contracts	Invoice drawdown sheet		Change of text	Field labeled "Withholding to Date" on user interface should just say "Withholding"
2.20	2	Database Structure	Open Project		New button	Add a button to the open project page to Open a Contract -- selecting the button should open the existing dialog box for "open existing contract"
2.21	2	Database Structure	ProjectObjective Table		New data and report	In the project objective table, there is one overarching target field for each objective, but we actually have targets for each region for each objective and we track progress at the both the regional and agency level. We could just add new columns to the ProjectObjective table for all of our current regions, but that is not a very robust approach since it cannot account for new regions. Is there some way to address this? Developer should discuss with Conservancy staff, suggest cost-effective solution, and implement change to database structure. Only the administrator needs to be able to enter the regional target data.

**EXHIBIT A – ATTACHMENT 1  
(Standard Agreement)**

2.22	2	Help			New Functionality	Add a help button with a link to the user guide or similar approach.
2.23	2	Linking	Links		Default link	After clicking Browse button in Add Link or Add Folder Link dialog, the window to select the file or folder, should default to our network Conservancy Projects folder. But since the file path to the Conservancy Projects folder can change, there should be an admin menu that sets what the location of that folder is, and these two buttons should use that data to start where the user browses for the appropriate file or folder.
2.24	2	Logs	Contracts menu	Active Contract Log	New Field	Add Project Attorney as a field and add to filter list
2.25	2	Organization	Add or edit organization	Organization information	taxpayer id field	Add note for user "Do not enter individual SSNs"
2.26	2	Project - Contract link	Admin		New tool	Create a tool for the administrator to switch which project a contract is attached to, including moving the authorizations and reservation of funds. This requires changing the ProjectID in the ContractDetails table. Provide outline of steps to Conservancy before implementing for verification before implementing.
2.27	2	Project Info	General Information		New spellcheck tool	Add ability to spell check the project summary and project description
2.28	2	Project Info	General Information	Edit General Info	UI	Increase the size of the Project summary box to fit the maximum number of characters. Include a character counter below the box.
2.29	2	Project Info	General Information	Edit General Info	UI	Increase the size of the Project description box to be the approximate size to fill out the space available on the External 1-page report. Add a scroll bar to the Edit General info page to accommodate the increased field size.
2.30	2	Project Info	General Information	Edit General Info	Add text on UI	On the Edit General Information page, add samples of what the lat longs should look like in small font below either the cell heading or under the actual cell. Use these as the examples : 37.806503, -122.273813

**EXHIBIT A – ATTACHMENT 1  
(Standard Agreement)**

2.31	2	Project to Contracts	General Information	Change Contract Managers dialog box.	Fix functionality	There is a prompt to update the contract manager when a new project manager is added to a project. This prompt has multiple problems: 1. The prompt should only occur if the primary project manager is changed, not when a project manager is added. Currently if you add a project manager (not the primary project manager), a nonsensical dialog box comes up and asks if you want to change the contract manager from the current manager to the primary project manager, even when both are already the same person. 2. The prompt should not come up if there aren't any contracts linked to the project yet. 3. The prompt should not occur until the user hits save for their changes on the general info page. 4. When you click on the update box on the dialog to actually change the contract manager, the save button does not become active unless you tab away. But since the update box is the only thing the user can change, this is confusing for the user.
2.32	2	Remote Access	Links		Access	Remote staff cannot create links in the database
2.33	2	Reporting	External 1-Pager Report	New function	Printable PDF report	Provide option to output External 1-Pager Report to editable PDF so staff can make minor changes to text.
2.34	2	Searching	Logs or Query Tool	New function	New tool	We need to be able to identify every contract that has not invoiced for the past 3 months, is status=active, and balance (including withholding) >\$1. We also need the Contract Number, Grantee Name, Project Name, Contract Manager Name, Region, Balance, Last Invoice Date, Completed Date, and Termination Date. This might be done by adding a new log, or new fields to the active contract log, creating a new query tool view with the necessary fields, or some other approach. Developer should suggest approach for approval by SCC.
2.35	2	System Crash	General Information	Latitude and Longitude	Changed functionality	If you enter an invalid latitude or longitude number and hit save, the system will crash rather than giving an error message to make you fix the data before saving.

**EXHIBIT A – ATTACHMENT 1  
(Standard Agreement)**

2.36	2	System Crash	Open Project		Changed functionality	If you enter a non-existent project number or project name on the Open Project (home) screen and hit return, the program crashes and closes. It should either do nothing, or give you an error message.
2.37	3	Database Structure	Open Project		Fix bug	If two projects have the same project name but different project numbers, database cannot seem to open them at the same time. Example: 11-037-01, and 08-104-02.
2.38	3	Linking			Add functionality	Add capability to edit the link address
2.39	3	Logs	Contracts menu	20-year contract log	Add column and field	Add a column for "Monitoring Required?" If possible, allow the field to be checked or unchecked from the log
2.40	3	Monitoring	Monitoring Details	Add Multiple Dates Button - change logic/new function	Add functionality	Currently the Add Multiple Dates Button will add annual dates for as many years as you say. What we would like is this: In the dialog box, show the termination date, then have a space where user would enter the final monitoring date. The default should be 3 months before the termination date. Have another data entry box that says Frequency of Monitoring, Every _____ Years. The default should be 5. When user fills in the last date and the frequency and clicks okay, the program would calculate the monitoring dates and enter them. So if termination date is 6/30/2034. The default dates it would set would be 3/31/2034, 3/31/2029, 3/31/2024, 3/31/2019. No dates should be entered prior to the current date when the user is doing this.
2.41	3	Project Info	General Information		Fix bug	If you select the EDIT GENERAL INFORMATION button at the top of the page, then change the name, and hit save, the database will not save the name change. If you do it by entering edit mode via right click and selecting Edit, it works fine.
2.42	3	Project Info	Project Contacts		Fix bug	The system crashes if you try to add a new contact that has an apostrophe in their name (eg., O'Reilly. Oddly, if you add the person without the apostrophe and save, you can later go back in and put the apostrophe in.
2.43	3	Project search	Project Search	Fund Number	Add functionality	When searching by Fund Number, user currently only has choice of "is equal to", add choice for "starts with" and "contains"
2.44	3	Reporting	External 1-Pager Report		Better logo quality	Printout of logo looks really low quality so fix to make higher quality

**EXHIBIT A – ATTACHMENT 1  
(Standard Agreement)**

2.45	3	Reporting	External 1-Pager Report		Change format	Reformat to updated branding style. Update colors, fonts, logo.
2.46	3	Reporting	ProjectO bjectives	new	New report	<p>Create a report that is basically a spreadsheet based on the following:</p> <ol style="list-style-type: none"> <li>1. User specifies Strategic Plan Year, report is constrained to the objectives with that year.</li> <li>2. System runs query that links Project_ProjectObjective table to the region for each project (constrain the query to the first region only to avoid double counting), to create a project, projectObjective,number of units,region dataset.</li> <li>3. System should then sum the "Number of Units" field for each objective-region pairing.</li> <li>4. Report would return:  [ProjectObjective]:[ObjectiveNumber]": "[ProjectObjective]:[ObjectiveShortName], Unit of Measure, Target, overall total for that objective, % (overall total/target), and then for each region would have regional target, regional total, regional % (total/target).</li> </ol> <p>It would be a giant spreadsheet and should be exportable to excel.</p>
2.47	3	Reporting	Reports- >Internal Project Summar y Report		Add columns	Under the funding subheading, create a new table with two columns: Funding Partner and Amount and list out all of the matching funds.
2.48	3	Reporting	Reports- >Internal Project Summar y Report		Fix functiona lity	See project 07-004-02 as an example. Under Funding subheading: delete the second table with the headings: Grantee(s)/Contractor(s), Funding Partners, and blank. The info does not match the headings and is provided elsewhere in the report.
2.49	3	Reporting	Reports- >Internal Project Summar y Report		Fix functiona lity	See project 07-004-02 as an example. Under Funding subheading: the amount authorized in the summary box is not correct. It appears to be the authorized amount minus the amount to be reimbursed.
2.50	3	Reporting	Reports- >Internal Project Summar y Report		Fix functiona lity	The report does not total up the Total Match Fund amount. Shows it as zero. See project 07-004-02

**EXHIBIT A – ATTACHMENT 1  
(Standard Agreement)**

2.51	3	Reporting	Reports->Internal Project Summary Report		Fix functionality	The total project cost is incorrect. This is probably because the Matching Funds are not being entered into the report, but I can't be sure. See project 07-004-02. Total project cost should be Net SCC cost + Total Matching Funds.
2.52	3	Reporting	Reports->Internal Project Summary Report		Fix functionality/formatting	In the table that has two headings <u>Project Funding</u> and <u>Grants/Contracts</u> , the first cell in column three lists of all of the grants and contracts for the project and the first cell in the fourth column is blank. Instead, the first cell in the fourth column should have the total contract amount for each contract in the third column to the left. The amount line should be even with the contract number/name line, even if it wraps into 2 lines. See project 07-004-02 as an example.
2.53	3	Reporting	Reports->Internal Project Summary Report		Fix bug	Amount Expended to Date is being calculated wrong. In at least some cases, it comes out higher than the amount encumbered (which is the total of all the contract amounts). As a result of this, the Balance Encumbered is also wrong. See project 07-004-02
2.54	3	Reporting	Reports->Internal Project Summary Report		Change functionality	If the Amount to be Repaid = 0, the the Repaid to Date box should show "Not applicable" rather than 0
2.55	3	Reservations	Funding		Change functionality	When picking a funding source, a table appears that can be filtered. Right now it always opens to 2006. Instead, the initial sort order for this table should be as follows: 1. Fiscal Year -- From Newest to Oldest 2. Fund Number -- Sorted A to Z
2.56	3	System crash	Open Project		Fix bug	On Open Project page, if user enters a project name that is not on the list and then hits Open Project. The system will crash and close the program. Instead, user should get an error message instructing them to pick a project off the list and should delete the non-existent project name that they have entered (i.e., the field should return to the default of "Select a Project Name").
2.57	3	UI	Images	New	Add text	Add instructional text to UI images page. Something like: "Maximum image size in system is 400kb. System can reduce image size to fit, but it works best if image being uploaded is less than 1 MB. Landscape orientation



**EXHIBIT A – ATTACHMENT 1  
(Standard Agreement)**

						photos work best in reports."
2.58	3	UI	Links		Add text	Add instructional text to the UI Links page. Something like "Add link to the Project Folder, all staff recs, and any other relevant folders or websites."
2.59	3	UI			New functionality	Be able to copy and paste any text shown on screen. Contractor should discuss approach and implications with Conservancy before proceeding.
2.60	4	Contracts	Contract Details	Disencumbered field	Fix functionality	How is the Contract Total "disencumbered" amount calculated. See contract 05-020. Two problems: 1) does not seem to be adding together all of the disencumbrances (i.e., the negative numbers in the augment/disencumber column); 2) how do we differentiate between substituted funds and disencumbered funds? What we really mean by "disencumbered" in the summary, is not spent. So for 05-020, the amount should be \$403.69. Maybe the calculation should be to look at the last entry in the invoice logs for each fund source and add together any negative numbers. Need developer to look at and determine appropriate solution.
2.61	4	Database Structure	Contract Details table		Delete Contract	Delete Contract ID 1825 and everything associated with it - it causes the system to crash.
2.62	4	Database Structure	Contract Funds table		Fix functionality	The "BalanceToDate" field in the ContractFunds table is not the balance to date. The field should either be fixed, renamed, or deleted, but first will need to check for ripple effects in code.
2.63	4	Database Structure	Org Notes field		Change functionality	Org Notes field in DB should be moved from OrgAddress table to Organization table and all related ripple effects dealt with.
2.64	4	Link to GIS	General Information	new	New functionality scope	Develop a scope of work and cost estimate to connect the project database to a GIS system. Key components would be: 1. User could pick project location from a map and that would automatically enter the lat/long into corresponding field. 2. Based on the lat/long, db would automatically calculate the assembly, state senate, and congressional districts. Those would be shapefiles in an agency GIS. User would be able to add additional districts since project sites are bigger than one point and can extend into multiple districts. 3. Based on lat/long, db would automatically determine if project is in a disadvantaged

**EXHIBIT A – ATTACHMENT 1  
(Standard Agreement)**

						community (shapefile in agency GIS) 4. Alternative approach would be for user to pick location from a map with layers for political districts and DACs. User could see the data on this map and would then have to enter by hand rather than automatically.
2.65	4	UI	Organization list and edit organization		Change functionality	On Master Organization List, where it says "Top Organization Address Notes" this should be changed to "Organization Notes" and should read the Org Notes field. Note that there is another scope item (2.63) to move the Org Notes field from the Org Address table to the Organization table. and the notes field should be tied to the organization table, not the OrgAddress table. Then when you hit Edit Organization, Where it says "Org Address Notes" near the top, this should also say "Organization Notes" and be the OrgNotes field in the Organization table .
2.66	4	Searching	Query->query tool	Contract Totals View	Fix bug	In the contract funding view of the query tool, the county field does not return any data and so should be fixed
2.67	4	Searching	Search Projects		Change functionality	When you search for a set of projects and a list is returned, if you hit the Open button, it will open all of those projects. It should only open the project where the cursor is, or highlighted projects. In other words, the user should have to do something before being able to open all projects.
2.68	4	UI	All		Color change	Change the color of the tab that is currently active to make it stand out more.
2.69	4	UI	Reports->External Page report	One page report view	New functionality and reorg	Make the description box editable and sized for the space available on the report. Move the image check box fields above the description so that it does not get lost under the longer description field.
2.70	4	View Repayment Details	Contracts tab		Activate button	This button on the Contracts tab seems to be grayed out (i.e., unclickable) for all contracts. It should either work or be removed. See contract 03-105 for details. It had repayment details, but the button is still not activated.

**EXHIBIT B  
(Standard Agreement)**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. Invoicing and Payment**

- A. For services satisfactorily rendered, and upon receipt and approval of Requests for Disbursement, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Requests for Disbursement shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

Shemar Mauleon  
Contracts Unit Manager  
1515 Clay Street, 10<sup>th</sup> floor  
Oakland, CA 94612

**2. Budget Contingency Clause**

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

**3. Prompt Payment Clause**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

**EXHIBIT B**  
**(Standard Agreement)**

**4. Additional Payment Provisions**

The total amount of funds disbursed under this contract shall not exceed \$\_\_\_\_\_. The amount encumbered by this contract is based on the current level of funding available for the services under this contract. If additional funding is authorized, the parties anticipate that the total amount of funding will be increased and the budget revised by amendment to this contract.

The Conservancy shall make disbursements to Contractor on the basis of services rendered and costs incurred to date, less ten percent, upon satisfactory progress in accordance with schedules, budgets, and other provisions of this contract, and upon submission of a "Request for Disbursement" form (available from the Conservancy), which shall be submitted no more frequently than monthly but no less frequently than quarterly. Upon the completion of a task, or subtask for Task 2, to the satisfaction of the Conservancy and upon the submission of a Request for Disbursement regarding that complete task (or subtask), the Conservancy shall disburse the ten percent withheld for that task (or subtask). The Conservancy shall disburse final amounts earlier withheld and not subsequently disbursed upon completion of all tasks to the satisfaction of the Conservancy and upon the submission of a final Request for Disbursement.

Services shall be billed at no more than the standard billing rate for the personnel of Contractor and its subcontractors, as specified in Attachment 1 to this Exhibit B.

If additional funding is authorized for the work under this contract and the term and total funding are increased by amendment, the Contractor's hourly rates may be increased by amendment to reflect a reasonable increase in market rates for similar services.

The Conservancy will reimburse Contractor for direct expenses necessary to the provision of services under this contract when documented by appropriate receipts.

No overhead or indirect expenses of the Contractor or its subcontractors will be reimbursed. Each Request for Disbursement submitted by Contractor must include Contractor's name and address, the number of this contract, Contractor's authorized signature, the date of submission, the total amount of costs incurred for the period, a brief description of the services rendered and work products completed, and an itemized description, including time, materials and expenses incurred, of all work done for which disbursement is requested. The Request for Disbursement must also indicate itemized cumulative expenditures to date, expenditures during the reporting period, and the unexpended balance of contract funds. Each Request for Disbursement shall be accompanied by:

**EXHIBIT B**  
**(Standard Agreement)**

1. All receipts and any other source documents for direct expenditures and costs incurred by Contractor.
2. Invoices from subcontractors that the Contractor engaged to complete any portion of the work funded under this contract and any receipts and any other source documents for costs incurred and expenditures by any such subcontractor, unless the Executive Officer makes a specific exemption in writing.
3. A supporting progress report summarizing the current status of the tasks under this contract and comparing it to the status required by the "WORK PLAN" described above in Attachment 1 to Exhibit A, and including written substantiation of completion of the portion of the tasks for which disbursement is requested.

Contractor shall submit a final Request for Disbursement within thirty days after the completion date provided in the "Term of Agreement" section of Exhibit D.

Contractor's failure to submit a Request for Disbursement and supporting documents, as required by this section, will relieve the Conservancy of its obligation to disburse funds to Contractor until Contractor corrects all deficiencies.

**EXHIBIT B – ATTACHMENT 1  
 (Standard Agreement)**

**BUDGET DETAIL**

<b>Task and Deliverable</b>	<b>Amount</b>
Task 1: Project Initiation	
Task 2: Resolve bugs and enhance existing functionality	
Subtask 2.1: Priority 1 Items (2.01-2.19)	
Subtask 2.2: Priority 2 Items (2.20-2.39)	
Subtask 2.3: Priority 3 Items (2.40-2.59)	
Subtask 2.4: Priority 4 Items (2.60-2.68)	
Task 3: Provide technical specifications & source code	
Task 4: Project Management	
<b>TOTAL</b>	

**Approved rates by position**

*Position*                      *Rate (\$/hr)*

-----

-----

-----

## EXHIBIT C

GSPD-401IT

(REVISED AND EFFECTIVE 9/5/14)

### GENERAL PROVISIONS – INFORMATION TECHNOLOGY

1. **DEFINITIONS:** Unless otherwise specified in the Statement of Work, the following terms shall be given the meaning shown, unless context requires otherwise.
- a) **"Acceptance Tests"** means those tests performed during the Performance Period which are intended to determine compliance of Equipment and Software with the specifications and all other Attachments incorporated herein by reference and to determine the reliability of the Equipment.
  - b) **"Application Program"** means a computer program which is intended to be executed for the purpose of performing useful work for the user of the information being processed. Application programs are developed or otherwise acquired by the user of the Hardware/Software system, but they may be supplied by the Contractor.
  - c) **"Attachment"** means a mechanical, electrical, or electronic interconnection to the Contractor-supplied Machine or System of Equipment, manufactured by other than the original Equipment manufacturer that is not connected by the Contractor.
  - d) **"Business entity"** means any individual, business, partnership, joint venture, corporation, S-corporation, limited liability company, sole proprietorship, joint stock company, consortium, or other private legal entity recognized by statute.
  - e) **"Buyer"** means the State's authorized contracting official.
  - f) **"Commercial Hardware"** means Hardware developed or regularly used that: (i) has been sold, leased, or licensed to the general public; (ii) has been offered for sale, lease, or license to the general public; (iii) has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of this Contract; or (iv) satisfies a criterion expressed in (i), (ii), or (iii) above and would require only minor modifications to meet the requirements of this Contract.
  - g) **"Commercial Software"** means Software developed or regularly used that: (i) has been sold, leased, or licensed to the general public; (ii) has been offered for sale, lease, or license to the general public; (iii) has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of this Contract; or (iv) satisfies a criterion expressed in (i), (ii), or (iii) above and would require only minor modifications to meet the requirements of this Contract.
  - h) **"Contract"** means this Contract or agreement (including any purchase order), by whatever name known or in whatever format used.
  - i) **"Custom Software"** means Software that does not meet the definition of Commercial Software.
  - j) **"Contractor"** means the Business Entity with whom the State enters into this Contract. Contractor shall be synonymous with "supplier", "vendor" or other similar term.
  - k) **"Data Processing Subsystem"** means a complement of Contractor-furnished individual Machines, including the necessary controlling elements (or the functional equivalent), Operating Software and Software, if any, which are acquired to operate as an integrated group, and which are interconnected entirely by Contractor-supplied power and/or signal cables; e.g., direct access controller and drives, a cluster of terminals with their controller, etc.
  - l) **"Data Processing System (System)"** means the total complement of Contractor-furnished Machines, including one or more central processors (or instruction processors), Operating Software which are acquired to operate as an integrated group.
  - m) **"Deliverables"** means Goods, Software, Information Technology, telecommunications technology, Hardware, and other items (e.g. reports) to be delivered pursuant to this Contract, including any such items furnished incident to the provision of services.
  - n) **"Designated CPU(s)"** means for each product, if applicable, the central processing unit of the computers or the server unit, including any associated peripheral units. If no specific "Designated CPU(s)" are specified on the Contract, the term shall mean any and all CPUs located at the site specified therein.
  - o) **"Documentation"** means manuals and other printed materials necessary or useful to the State in its use or maintenance of the Equipment or Software provided hereunder. Manuals and other printed materials customized for the State hereunder constitute Work Product if such materials are required by the Statement of Work.
  - p) **"Equipment"** is an all-inclusive term which refers either to individual Machines or to a complete Data Processing System or Subsystem, including its Hardware and Operating Software (if any).
  - q) **"Equipment Failure"** is a malfunction in the Equipment, excluding all external factors, which prevents the accomplishment of the Equipment's intended function(s). If microcode or Operating Software residing in the Equipment is necessary for the proper operation of the Equipment, a failure of such microcode or Operating Software which prevents the accomplishment of the Equipment's intended functions shall be deemed to be an Equipment Failure.
  - r) **"Facility Readiness Date"** means the date specified in the Statement of Work by which the State must have the site prepared and available for Equipment delivery and installation.
  - s) **"Goods"** means all types of tangible personal property, including but not limited to materials, supplies, and Equipment (including computer and telecommunications Equipment).
  - t) **"Hardware"** usually refers to computer Equipment and is contrasted with Software. See also Equipment.
  - u) **"Installation Date"** means the date specified in the Statement of Work by which the Contractor must have the ordered Equipment ready (certified) for use by the State.
  - v) **"Information Technology"** includes, but is not limited to, all electronic technology systems and services, automated information handling, System design and analysis, conversion of data, computer programming, information storage and retrieval, telecommunications which include voice, video, and data communications, requisite System controls, simulation, electronic commerce, and all related interactions between people and Machines.
  - w) **"Machine"** means an individual unit of a Data Processing System or Subsystem, separately identified by a type and/or model number, comprised of but not limited to mechanical, electro-mechanical, and electronic parts, microcode, and special features installed thereon and including any necessary Software, e.g., central processing unit, memory module, tape unit, card reader, etc.
  - x) **"Machine Alteration"** means any change to a Contractor-supplied Machine which is not made by the Contractor, and which results in the Machine deviating from its physical, mechanical, electrical, or electronic (including microcode) design, whether or not additional devices or parts are employed in making such change.
  - y) **"Maintenance Diagnostic Routines"** means the diagnostic programs customarily used by the Contractor to test Equipment for proper functioning and reliability.
  - z) **"Manufacturing Materials"** means parts, tools, dies, jigs, fixtures, plans, drawings, and information produced or acquired, or rights acquired, specifically to fulfill obligations set forth herein.
  - aa) **"Mean Time Between Failure (MTBF)"** means the average expected or observed time between consecutive failures in a System or component.
  - bb) **"Mean Time to Repair (MTTR)"** means the average expected or observed time required to repair a System or component and return it to normal operation.

## EXHIBIT C

GSPD-401IT

(REVISED AND EFFECTIVE 9/5/14)

### GENERAL PROVISIONS – INFORMATION TECHNOLOGY

- cc) **"Operating Software"** means those routines, whether or not identified as Program Products, that reside in the Equipment and are required for the Equipment to perform its intended function(s), and which interface the operator, other Contractor-supplied programs, and user programs to the Equipment.
  - dd) **"Operational Use Time"** means for performance measurement purposes, that time during which Equipment is in actual operation by the State. For maintenance Operational Use Time purposes, that time during which Equipment is in actual operation and is not synonymous with power on time.
  - ee) **"Period of Maintenance Coverage"** means the period of time, as selected by the State, during which maintenance services are provided by the Contractor for a fixed monthly charge, as opposed to an hourly charge for services rendered. The Period of Maintenance Coverage consists of the Principal Period of Maintenance and any additional hours of coverage per day, and/or increased coverage for weekends and holidays.
  - ff) **"Preventive Maintenance"** means that maintenance, performed on a scheduled basis by the Contractor, which is designed to keep the Equipment in proper operating condition.
  - gg) **"Principal Period of Maintenance"** means any nine consecutive hours per day (usually between the hours of 7:00 a.m. and 6:00 p.m.) as selected by the State, including an official meal period not to exceed one hour, Monday through Friday, excluding holidays observed at the installation.
  - hh) **"Programming Aids"** means Contractor-supplied programs and routines executable on the Contractor's Equipment which assists a programmer in the development of applications including language processors, sorts, communications modules, data base management systems, and utility routines, (tape-to-disk routines, disk-to-print routines, etc.).
  - ii) **"Program Product"** means programs, routines, subroutines, and related items which are proprietary to the Contractor and which are licensed to the State for its use, usually on the basis of separately stated charges and appropriate contractual provisions.
  - jj) **"Remedial Maintenance"** means that maintenance performed by the Contractor which results from Equipment (including Operating Software) failure, and which is performed as required, i.e., on an unscheduled basis.
  - kk) **"Software"** means an all-inclusive term which refers to any computer programs, routines, or subroutines supplied by the Contractor, including Operating Software, Programming Aids, Application Programs, and Program Products.
  - ll) **"Software Failure"** means a malfunction in the Contractor-supplied Software, other than Operating Software, which prevents the accomplishment of work, even though the Equipment (including its Operating Software) may still be capable of operating properly. For Operating Software failure, see definition of Equipment Failure.
  - mm) **"State"** means the government of the State of California, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the State of California.
  - nn) **"System"** means the complete collection of Hardware, Software and services as described in this Contract, integrated and functioning together, and performing in accordance with this Contract.
  - oo) **"U.S. Intellectual Property Rights"** means intellectual property rights enforceable in the United States of America, including without limitation rights in trade secrets, copyrights, and U.S. patents.
2. **CONTRACT FORMATION:**
- a) If this Contract results from a sealed bid offered in response to a solicitation conducted pursuant to Chapters 2 (commencing with Section 10290), 3 (commencing with Section 12100), and 3.6 (commencing with Section 12125) of Part 2 of Division 2 of the Public Contract Code (PCC), then Contractor's bid is a firm offer to the State which is accepted by the issuance of this Contract and no further action is required by either party.
  - b) If this Contract results from a solicitation other than described in paragraph a), above, the Contractor's quotation or proposal is deemed a firm offer and this Contract document is the State's acceptance of that offer.
  - c) If this Contract resulted from a joint bid, it shall be deemed one indivisible Contract. Each such joint Contractor will be jointly and severally liable for the performance of the entire Contract. The State assumes no responsibility or obligation for the division of orders or purchases among joint Contractors.
3. **COMPLETE INTEGRATION:** This Contract, including any documents incorporated herein by express reference, is intended to be a complete integration and there are no prior or contemporaneous different or additional agreements pertaining to the subject matter of the Contract.
4. **SEVERABILITY:** The Contractor and the State agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract 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. **INDEPENDENT CONTRACTOR:** Contractor and the agents and employees of the Contractor, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State.
6. **APPLICABLE LAW:** This Contract shall be governed by and shall be interpreted in accordance with the laws of the State of California; venue of any action brought with regard to this Contract shall be in Sacramento County, Sacramento, California. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Contract.
7. **COMPLIANCE WITH STATUTES AND REGULATIONS:**
- a) The State and the Contractor warrants and certifies that in the performance of this Contract, it will comply with all applicable statutes, rules, regulations and orders of the United States and the State of California. The Contractor agrees to indemnify the State against any loss, cost, damage or liability by reason of the Contractor's violation of this provision.
  - b) The State will notify the Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
  - c) The Contractor 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 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.
  - d) If this Contract is in excess of \$554,000, it is subject to the requirements of the World Trade Organization (WTO) Government Procurement Agreement (GPA).
  - e) To the extent that this Contract falls within the scope of Government Code Section 11135, the Contractor hereby agrees to respond to and resolve any complaint brought to



## EXHIBIT C

GSPD-401IT

(REVISED AND EFFECTIVE 9/5/14)

### GENERAL PROVISIONS – INFORMATION TECHNOLOGY

its attention, regarding accessibility of its products or services.

8. **CONTRACTOR'S POWER AND AUTHORITY:** The Contractor warrants that it has full power and authority to grant the rights herein granted and will hold the State harmless from and against any loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this warranty. Further, the Contractor avers that it will not enter into any arrangement with any third party which might abridge any rights of the State under this Contract.

- a) The State will notify the Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
- b) The Contractor 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 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.

9. **ASSIGNMENT:** This Contract shall not be assignable by the Contractor in whole or in part without the written consent of the State. The State's consent shall not be unreasonably withheld or delayed. For the purpose of this paragraph, the State will not unreasonably prohibit the Contractor from freely assigning its right to payment, provided that the Contractor remains responsible for its obligations hereunder.

10. **WAIVER OF RIGHTS:** Any action or inaction by the State or the failure of the State on any occasion, to enforce any right or provision of the Contract, shall not be construed to be a waiver by the State of its rights hereunder and shall not prevent the State from enforcing such provision or right on any future occasion. The rights and remedies of the State herein are cumulative and are in addition to any other rights or remedies that the State may have at law or in equity.

11. **ORDER OF PRECEDENCE:** In the event of any inconsistency between the articles, attachments, specifications or provisions which constitute this Contract, the following order of precedence shall apply:

- a) These General Provisions – Information Technology (in the instances provided herein where the paragraph begins: "Unless otherwise specified in the Statement of Work" provisions specified in the Statement of Work replacing these paragraphs shall take precedence over the paragraph referenced in these General Provisions);
- b) Contract form, i.e., Purchase Order STD 65, Standard Agreement STD 213, etc., and any amendments thereto;
- c) Other Special Provisions;
- d) Statement of Work, including any specifications incorporated by reference herein;
- e) Cost worksheets; and
- f) All other attachments incorporated in the Contract by reference.

12. **PACKING AND SHIPMENT:**

- a) All Goods are to be packed in suitable containers for protection in shipment and storage, and in accordance with applicable specifications. Each container of a multiple container shipment shall be identified to:
  - i) show the number of the container and the total number of containers in the shipment; and
  - ii) the number of the container in which the packing sheet has been enclosed.

- b) All shipments by the Contractor or its subcontractors must include packing sheets identifying: the State's Contract number; item number; quantity and unit of measure; part number and description of the Goods shipped; and appropriate evidence of inspection, if required. Goods for different Contracts shall be listed on separate packing sheets.

- c) Shipments must be made as specified in this Contract, as it may be amended, or otherwise directed in writing by the State's Transportation Management Unit within the Department of General Services, Procurement Division.

13. **TRANSPORTATION COSTS AND OTHER FEES OR EXPENSES:** No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose will be paid by the State unless expressly included and itemized in the Contract.

- a) The Contractor must strictly follow Contract requirements regarding Free on Board (F.O.B.), freight terms and routing instructions. The State may permit use of an alternate carrier at no additional cost to the State with advance written authorization of the Buyer.
- b) If "prepay and add" is selected, supporting freight bills are required when over \$50, unless an exact freight charge is approved by the Transportation Management Unit within the Department of General Services Procurement Division and a waiver is granted.
- c) On "F.O.B. Shipping Point" transactions, should any shipments under the Contract be received by the State in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers be wholly or partially declined by the carrier or carriers with the inference that damage was the result of the act of the shipper such as inadequate packaging or loading or some inherent defect in the Equipment and/or material, the Contractor, on request of the State, shall at Contractor's own expense assist the State in establishing carrier liability by supplying evidence that the Equipment and/or material was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions.

14. **DELIVERY:** The Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract. Time, if stated as a number of days, shall mean calendar days unless otherwise specified. The quantities specified herein are the only quantities required. If the Contractor delivers in excess of the quantities specified herein, the State shall not be required to make any payment for the excess Deliverables, and may return them to Contractor at the Contractor's expense or utilize any other rights available to the State at law or in equity.

15. **SUBSTITUTIONS:** Substitution of Deliverables may not be tendered without advance written consent of the Buyer. The Contractor shall not use any specification in lieu of those contained in the Contract without written consent of the Buyer.

16. **INSPECTION, ACCEPTANCE AND REJECTION:** Unless otherwise specified in the Statement of Work:

- a) When acquiring Commercial Hardware or Commercial Software, the State shall rely on Contractor's existing quality assurance system as a substitute for State inspection and testing. For all other acquisitions, Contractor and its subcontractors will provide and maintain a quality assurance system acceptable to the State covering Deliverables and services under this Contract and will tender to the State only those Deliverables that have been inspected and found to conform to this Contract's requirements. The Contractor will keep records evidencing inspections and their result, and will make these records available to the State during Contract performance and for three years after final payment. The Contractor shall permit the State to review procedures, practices, processes, and related documents to determine the acceptability of the Contractor's quality assurance System or other similar business practices related to performance of the Contract.

## EXHIBIT C

GSPD-401IT

(REVISED AND EFFECTIVE 9/5/14)

### GENERAL PROVISIONS – INFORMATION TECHNOLOGY

- b) All Deliverables may be subject to inspection and test by the State or its authorized representatives.
  - c) The Contractor and its subcontractors shall provide all reasonable facilities for the safety and convenience of inspectors at no additional cost to the State. The Contractor shall furnish to inspectors all information and data as may be reasonably required to perform their inspection.
  - d) Subject to subsection 16 (a) above, all Deliverables may be subject to final inspection, test and acceptance by the State at destination, notwithstanding any payment or inspection at source..
  - e) The State shall give written notice of rejection of Deliverables delivered or services performed hereunder within a reasonable time after receipt of such Deliverables or performance of such services. Such notice of rejection will state the respects in which the Deliverables do not substantially conform to their specifications. If the State does not provide such notice of rejection within fifteen (15) days of delivery for purchases of Commercial Hardware or Commercial Software or thirty (30) days of delivery for all other purchases, such Deliverables and services will be deemed to have been accepted. Acceptance by the State will be final and irreversible, except as it relates to latent defects, fraud, and gross mistakes amounting to fraud. Acceptance shall not be construed to waive any warranty rights that the State might have at law or by express reservation in this Contract with respect to any nonconformity.
  - f) Unless otherwise specified in the Statement of Work, title to Equipment shall remain with the Contractor and assigns, if any; until such time as successful acceptance testing has been achieved. Title to a special feature installed on a Machine and for which only a single installation charge was paid shall pass to the State at no additional charge, together with title to the Machine on which it was installed.
17. **SAMPLES:**
- a) Samples of items may be required by the State for inspection and specification testing and must be furnished free of expense to the State. The samples furnished must be identical in all respects to the products bid and/or specified in the Contract.
  - b) Samples, if not destroyed by tests, may, upon request made at the time the sample is furnished, be returned at the Contractor's expense.
18. **WARRANTY:**
- a) Unless otherwise specified in the Statement of Work, the warranties in this subsection a) begin upon delivery of the goods or services in question and end one (1) year thereafter. The Contractor warrants that (i) Deliverables and services furnished hereunder will substantially conform to the requirements of this Contract (including without limitation all descriptions, specifications, and drawings identified in the Statement of Work), and (ii) the Deliverables will be free from material defects in materials and workmanship. Where the parties have agreed to design specifications (such as a Detailed Design Document) and incorporated the same or equivalent in the Statement of Work directly or by reference, the Contractor will warrant that it's Deliverables provide all material functionality required thereby. In addition to the other warranties set forth herein, where the Contract calls for delivery of Commercial Software, the Contractor warrants that such Software will perform in accordance with its license and accompanying Documentation. The State's approval of designs or specifications furnished by Contractor shall not relieve the Contractor of its obligations under this warranty.
  - b) The Contractor warrants that Deliverables furnished hereunder (i) will be free, at the time of delivery, of harmful code (i.e. computer viruses, worms, trap doors, time bombs, disabling code; or any similar malicious mechanism designed to interfere with the intended operation of, or cause damage to, computers, data, or Software); and (ii) will not infringe or violate any U.S. Intellectual Property Right.
- Without limiting the generality of the foregoing, if the State believes that harmful code may be present in any Commercial Software delivered hereunder, the Contractor will, upon the State's request, provide a new or clean install of the Software.
- c) Unless otherwise specified in the Statement of Work:
    - (i) The Contractor does not warrant that any Software provided hereunder is error-free or that it will run without immaterial interruption.
    - (ii) The Contractor does not warrant and will have no responsibility for a claim to the extent that it arises directly from (A) a modification made by the State, unless such modification is approved or directed by the Contractor, (B) use of Software in combination with or on products other than as specified by the Contractor, or (C) misuse by the State.
    - (iii) Where the Contractor resells Commercial Hardware or Commercial Software if purchased from a third party, Contractor, to the extent it is legally able to do so, will pass through any such third party warranties to the State and will reasonably cooperate in enforcing them. Such warranty pass-through will not relieve the Contractor from Contractor's warranty obligations set forth above.
  - d) All warranties, including special warranties specified elsewhere herein, shall inure to the State, its successors, assigns, customer agencies, and governmental users of the Deliverables or services.
  - e) Except as may be specifically provided in the Statement of Work or elsewhere in this Contract, for any breach of the warranties provided in this Section, the State's exclusive remedy and the Contractor's sole obligation will be limited to:
    - (i) re-performance, repair, or replacement of the nonconforming Deliverable (including without limitation an infringing Deliverable) or service; or
    - (ii) should the State in its sole discretion consent, refund of all amounts paid by the State for the nonconforming Deliverable or service and payment to the State of any additional amounts necessary to equal the State's Cost to Cover. "Cost to Cover" means the cost, properly mitigated, of procuring Deliverables or services of equivalent capability, function, and performance. The payment obligation in subsection (e)(ii) above will not exceed the limits on the Contractor's liability set forth in the Section entitled "Limitation of Liability."
  - f) EXCEPT FOR THE EXPRESS WARRANTIES SPECIFIED IN THIS SECTION, THE CONTRACTOR MAKES NO WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
19. **SAFETY AND ACCIDENT PREVENTION:** In performing work under this Contract on State premises, the Contractor shall conform to any specific safety requirements contained in the Contract or as required by law or regulation. The Contractor shall take any additional precautions as the State may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be grounds for termination of this Contract in accordance with the default provisions hereof.
20. **INSURANCE:** The Contractor shall maintain all commercial general liability insurance, workers' compensation insurance and any other insurance required under the Contract. The Contractor shall furnish insurance certificate(s) evidencing required insurance coverage acceptable to the State, including endorsements showing the State as an "additional insured" if required under the Contract. Any required endorsements requested by the State must be separately provided; merely referring to such coverage on the certificate(s) is insufficient for this purpose. When performing work on state owned or controlled property, Contractor shall provide a waiver of subrogation in favor of the State for its workers' compensation policy.
21. **TERMINATION FOR NON-APPROPRIATION OF FUNDS:**

## EXHIBIT C

GSPD-401IT

(REVISED AND EFFECTIVE 9/5/14)

### GENERAL PROVISIONS – INFORMATION TECHNOLOGY

- a) If the term of this Contract extends into fiscal years subsequent to that in which it is approved, such continuation of the Contract is contingent on the appropriation of funds for such purpose by the Legislature. If funds to effect such continued payment are not appropriated, the Contractor agrees to take back any affected Deliverables furnished under this Contract, terminate any services supplied to the State under this Contract, and relieve the State of any further obligation therefor.
  - b) The State agrees that if it appears likely that subsection a) above will be invoked, the State and Contractor shall agree to take all reasonable steps to prioritize work and Deliverables and minimize the incurrence of costs prior to the expiration of funding for this Contract.
  - c) THE STATE AGREES THAT IF PARAGRAPH a) ABOVE IS INVOKED, COMMERCIAL HARDWARE AND SOFTWARE THAT HAS NOT BEEN PAID FOR SHALL BE RETURNED TO THE CONTRACTOR IN SUBSTANTIALLY THE SAME CONDITION IN WHICH DELIVERED TO THE STATE, SUBJECT TO NORMAL WEAR AND TEAR. THE STATE FURTHER AGREES TO PAY FOR PACKING, CRATING, TRANSPORTATION TO THE CONTRACTOR'S NEAREST FACILITY AND FOR REIMBURSEMENT TO THE CONTRACTOR FOR EXPENSES INCURRED FOR THEIR ASSISTANCE IN SUCH PACKING AND CRATING.
22. **TERMINATION FOR THE CONVENIENCE OF THE STATE:**
- a) The State may terminate performance of work under this Contract for its convenience in whole or, from time to time, in part, if the Department of General Services, Deputy Director Procurement Division, or designee, determines that a termination is in the State's interest. The Department of General Services, Deputy Director, Procurement Division, or designee, shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date thereof.
  - b) After receipt of a Notice of Termination, and except as directed by the State, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under this clause. The 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 the continuing portion of the Contract.
    - (iii) Terminate all subcontracts to the extent they relate to the work terminated.
    - (iv) Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts;
  - c) After termination, the Contractor shall submit a final termination settlement proposal to the State in the form and with the information prescribed by the State. The Contractor shall submit the proposal promptly, but no later than 90 days after the effective date of termination, unless a different time is provided in the Statement of Work or in the Notice of Termination.
  - d) The Contractor and the State may agree upon the whole or any part of the amount to be paid as requested under subsection (c) above.
  - e) Unless otherwise set forth in the Statement of Work, if the Contractor and the State fail to agree on the amount to be paid because of the termination for convenience, the State will pay the Contractor the following amounts; provided that in no event will total payments exceed the amount payable to the Contractor if the Contract had been fully performed:
    - (i) The Contract price for Deliverables or services accepted or retained by the State and not previously paid for, adjusted for any savings on freight and other charges; and
    - (ii) The total of:
      - A) The reasonable costs incurred in the performance of the work terminated, including initial costs and preparatory expenses allocable thereto, but excluding any cost attributable to Deliverables or services paid or to be paid;
      - B) The reasonable cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the Contract; and
      - C) Reasonable storage, transportation, demobilization, unamortized overhead and capital costs, and other costs reasonably incurred by the Contractor in winding down and terminating its work.
- f) The Contractor will use generally accepted accounting principles, or accounting principles otherwise agreed to in writing by the parties, and sound business practices in determining all costs claimed, agreed to, or determined under this clause.
23. **TERMINATION FOR DEFAULT:**
- a) The State may, subject to the clause titled "Force Majeure" and to sub-section d) below, by written notice of default to the Contractor, terminate this Contract in whole or in part if the Contractor fails to:
    - i) Deliver the Deliverables or perform the services within the time specified in the Contract or any amendment thereto;
    - ii) Make progress, so that the lack of progress endangers performance of this Contract; or
    - iii) Perform any of the other provisions of this Contract.
  - b) The State's right to terminate this Contract under sub-section a) above, may be exercised only if the failure constitutes a material breach of this Contract and if the Contractor does not cure such failure within the time frame stated in the State's cure notice, which in no event will be less than fifteen (15) days, unless the Statement of Work calls for a different period.
  - c) If the State terminates this Contract in whole or in part pursuant to this Section, it may acquire, under terms and in the manner the Buyer considers appropriate, Deliverables or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those Deliverables and services, including without limitation costs third party vendors charge for Manufacturing Materials (but subject to the clause entitled "Limitation of Liability"). However, the Contractor shall continue the work not terminated.
  - d) If the Contract is terminated for default, the State may require the Contractor to transfer title, or in the case of licensed Software, license, and deliver to the State, as directed by the Buyer, any:
    - (i) completed Deliverables,
    - (ii) partially completed Deliverables, and,
    - (iii) subject to provisions of sub-section e) below, Manufacturing Materials related to the terminated portion of this Contract. Nothing in this sub-section d) will be construed to grant the State rights to Deliverables that it would not have received had this Contract been fully performed. Upon direction of the Buyer, the Contractor shall also protect and preserve property in its possession in which the State has an interest.
  - e) The State shall pay Contract price for completed Deliverables delivered and accepted and items the State requires the Contractor to transfer under section (d) above. Unless the Statement of Work calls for different procedures or requires no-charge delivery of materials, the Contractor and Buyer shall attempt to agree on the amount of payment for Manufacturing Materials and other materials delivered and accepted by the State for the protection and preservation of the property; provided that where the Contractor has billed the State for any such materials, no additional charge will apply. Failure to agree will constitute a dispute under the Disputes clause. The State may withhold from these amounts any sum it determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

## EXHIBIT C

GSPD-401IT

(REVISED AND EFFECTIVE 9/5/2014)

### GENERAL PROVISIONS – INFORMATION TECHNOLOGY

- f) If, after termination, it is determined by a final decision that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the State.
- g) Both parties, State and Contractor, upon any termination for default, have a duty to mitigate the damages suffered by it.
- h) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this Contract, and are subject to the clause titled "Limitation of Liability."
24. **FORCE MAJEURE:** Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include, but are not limited to:
- a) Acts of God or of the public enemy, and
- b) Acts of the federal or State government in either its sovereign or contractual capacity.
- If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform.
25. **RIGHTS AND REMEDIES OF STATE FOR DEFAULT:**
- a) In the event any Deliverables furnished or services provided by the Contractor in the performance of the Contract should fail to conform to the requirements herein, or to the sample submitted by the Contractor, the State may reject the same, and it shall become the duty of the Contractor to reclaim and remove the item promptly or to correct the performance of services, without expense to the State, and immediately replace all such rejected items with others conforming to the Contract.
- b) In addition to any other rights and remedies the State may have, the State may require the Contractor, at Contractor's expense, to ship Deliverables via air freight or expedited routing to avoid or minimize actual or potential delay if the delay is the fault of the Contractor.
- c) In the event of the termination of the Contract, either in whole or in part, by reason of default or breach by the Contractor, any loss or damage sustained by the State in procuring any items which the Contractor agreed to supply shall be borne and paid for by the Contractor (but subject to the clause entitled "Limitation of Liability").
- d) The State reserves the right to offset the reasonable cost of all damages caused to the State against any outstanding invoices or amounts owed to the Contractor or to make a claim against the Contractor therefore.
26. **LIMITATION OF LIABILITY:**
- a) Except as may be otherwise approved by the Department of General Services Deputy Director, Procurement Division or their designee, Contractor's liability for damages to the State for any cause whatsoever, and regardless of the form of action, whether in Contract or in tort, shall be limited to the Purchase Price. For purposes of this sub-section a), "Purchase Price" will mean the aggregate Contract price; except that, with respect to a Contract under which multiple purchase orders will be issued (e.g., a Master Agreement or Multiple Award Schedule contract), "Purchase Price" will mean the total price of the purchase order for the Deliverable(s) or service(s) that gave rise to the loss, such that the Contractor will have a separate limitation of liability for each purchase order.
- b) The foregoing limitation of liability shall not apply (i) to any liability under the General Provisions entitled "Compliance with Statutes and Regulations" (ii) to liability under the General Provisions, entitled "Patent, Copyright, and Trade Secret Indemnity" or to any other liability (including without limitation indemnification obligations) for infringement of third party intellectual property rights; (iii) to claims arising under provisions herein calling for indemnification for third party claims against the State for death, bodily injury to persons or damage to real or tangible personal property caused by the Contractor's negligence or willful misconduct; or (iv) to costs or attorney's fees that the State becomes entitled to recover as a prevailing party in any action.
- c) The State's liability for damages for any cause whatsoever, and regardless of the form of action, whether in Contract or in tort, shall be limited to the Purchase Price, as that term is defined in subsection a) above. Nothing herein shall be construed to waive or limit the State's sovereign immunity or any other immunity from suit provided by law.
- d) In no event will either the Contractor or the State be liable for consequential, incidental, indirect, special, or punitive damages, even if notification has been given as to the possibility of such damages, except (i) to the extent that the Contractor's liability for such damages is specifically set forth in the Statement of Work or (ii) to the extent that the Contractor's liability for such damages arises out of subsection b)(i), b)(ii), or b)(iv) above.
27. **CONTRACTOR'S LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY:**
- a) The Contractor shall be liable for damages arising out of injury to the person and/or damage to the property of the State, employees of the State, persons designated by the State for training, or any other person(s) other than agents or employees of the Contractor, designated by the State for any purpose, prior to, during, or subsequent to delivery, installation, acceptance, and use of the Deliverables either at the Contractor's site or at the State's place of business, provided that the injury or damage was caused by the fault or negligence of the Contractor.
- b) The Contractor shall not be liable for damages arising out of or caused by an alteration or an Attachment not made or installed by the Contractor, or for damage to alterations or Attachments that may result from the normal operation and maintenance of the Deliverables provided by the Contractor during the Contract.
28. **INDEMNIFICATION:** The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses due to the injury or death of any individual, or the loss or damage to any real or tangible personal property, resulting from the willful misconduct or negligent acts or omissions of the Contractor or any of its affiliates, agents, subcontractors, employees, suppliers, or laborers furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract. Such defense and payment will be conditional upon the following:
- a) The State will notify the Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
- b) The Contractor 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 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.
29. **INVOICES:** Unless otherwise specified, invoices shall be sent to the address set forth herein. Invoices shall be submitted in triplicate and shall include the Contract number; release order number (if applicable); item number; unit price, extended item price and invoice total amount. State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.



## EXHIBIT C

GSPD-401IT

(REVISED AND EFFECTIVE 9/5/2014)

### GENERAL PROVISIONS – INFORMATION TECHNOLOGY

30. **REQUIRED PAYMENT DATE:** Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927 et. seq. Unless expressly exempted by statute, the Act requires State agencies to pay properly submitted, undisputed invoices not more than 45 days after (i) the date of acceptance of Deliverables or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.
31. **TAXES:** Unless otherwise required by law, the State of California is exempt from Federal excise taxes. The State will only pay for any State or local sales or use taxes on the services rendered or Goods supplied to the State pursuant to this Contract.
32. **NEWLY MANUFACTURED GOODS:** All Goods furnished under this Contract shall be newly manufactured Goods or certified as new and warranted as new by the manufacturer; used or reconditioned Goods are prohibited, unless otherwise specified.
33. **CONTRACT MODIFICATION:** No amendment or variation of the terms of this Contract shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Contract is binding on any of the parties.
34. **CONFIDENTIALITY OF DATA:** All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession without obligation of confidentiality, is independently developed by the Contractor outside the scope of this Contract, or is rightfully obtained from third parties.
35. **NEWS RELEASES:** Unless otherwise exempted, news releases, endorsements, advertising, and social media content pertaining to this Contract shall not be made without prior written approval of the Department of General Services.
36. **DOCUMENTATION:**
- a) The Contractor agrees to provide to the State, at no charge, all Documentation as described within the Statement of Work, and updated versions thereof, which are necessary or useful to the State in its use of the Equipment or Software provided hereunder. The Contractor agrees to provide additional Documentation at prices not in excess of charges made by the Contractor to its other customers for similar Documentation.
  - b) If the Contractor is unable to perform maintenance or the State desires to perform its own maintenance on Equipment purchased under this Contract then upon written notice by the State the Contractor will provide at Contractor's then current rates and fees adequate and reasonable assistance including relevant Documentation to allow the State to maintain the Equipment based on the Contractor's methodology. The Contractor agrees that the State may reproduce such Documentation for its own use in maintaining the Equipment. If the Contractor is unable to perform maintenance, the Contractor agrees to license any other Contractor that the State may have hired to maintain the Equipment to use the above noted Documentation. The State agrees to include the Contractor's copyright notice on any such Documentation reproduced, in accordance with copyright instructions to be provided by the Contractor.
37. **RIGHTS IN WORK PRODUCT:**
- a) All inventions, discoveries, intellectual property, technical communications and records originated or prepared by the Contractor pursuant to this Contract including papers, reports, charts, computer programs, and other Documentation or improvements thereto, and including the Contractor's administrative communications and records relating to this Contract (collectively, the "Work Product"), shall be the Contractor's exclusive property. The provisions of this sub-section a) may be revised in a Statement of Work.
  - b) Software and other materials developed or otherwise obtained by or for the Contractor or its affiliates independently of this Contract or applicable purchase order ("Pre-Existing Materials") do not constitute Work Product. If the Contractor creates derivative works of Pre-Existing Materials, the elements of such derivative works created pursuant to this Contract constitute Work Product, but other elements do not. Nothing in this Section 37 will be construed to interfere with the Contractor's or its affiliates' ownership of Pre-Existing Materials.
  - c) The State will have Government Purpose Rights to the Work Product as Deliverable or delivered to the State hereunder. "Government Purpose Rights" are the unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive rights and licenses to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Work Product. "Government Purpose Rights" also include the right to release or disclose the Work Product outside the State for any State government purpose and to authorize recipients to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Work Product for any State government purpose. Such recipients of the Work Product may include, without limitation, State Contractors, California local governments, the U.S. federal government, and the State and local governments of other states. "Government Purpose Rights" do not include any rights to use, modify, reproduce, perform, release, display, create derivative works from, or disclose the Work Product for any commercial purpose.
  - d) The ideas, concepts, know-how, or techniques relating to data processing, developed during the course of this Contract by the Contractor or jointly by the Contractor and the State may be used by either party without obligation of notice or accounting.
  - e) This Contract shall not preclude the Contractor from developing materials outside this Contract that are competitive, irrespective of their similarity to materials which might be delivered to the State pursuant to this Contract.
38. **SOFTWARE LICENSE:** Unless otherwise specified in the Statement of Work, the Contractor hereby grants to the State and the State accepts from the Contractor, subject to the terms and conditions of this Contract, a perpetual, irrevocable, royalty-free, non-exclusive, license to use the Software Products in this Contract (hereinafter referred to as "Software Products").
- a) The State may use the Software Products in the conduct of its own business, and any division thereof.
  - b) The license granted above authorizes the State to use the Software Products in machine-readable form on the Computer System located at the site(s) specified in the Statement of Work. Said Computer System and its associated units (collectively referred to as CPU) are as designated in the Statement of Work. If the designated CPU is inoperative due to malfunction, the license herein granted shall be temporarily extended to authorize the State to use the Software Products, in machine-readable form, on any other State CPU until the designated CPU is returned to operation.

## EXHIBIT C

GSPD-401IT

(REVISED AND EFFECTIVE 9/5/2014)

### GENERAL PROVISIONS – INFORMATION TECHNOLOGY

- c) By prior written notice, the State may redesignate the CPU in which the Software Products are to be used provided that the redesignated CPU is substantially similar in size and scale at no additional cost. The redesignation shall not be limited to the original site and will be effective upon the date specified in the notice of redesignation.
- d) Acceptance of Commercial Software (including third party Software) and Custom Software will be governed by the terms and conditions of this Contract.
- 39. PROTECTION OF PROPRIETARY SOFTWARE AND OTHER PROPRIETARY DATA:**
- a) The State agrees that all material appropriately marked or identified in writing as proprietary, and furnished hereunder are provided for the State's exclusive use for the purposes of this Contract only. All such proprietary data shall remain the property of the Contractor. The State agrees to take all reasonable steps to insure that such proprietary data are not disclosed to others, without prior written consent of the Contractor, subject to the California Public Records Act.
- b) The State will insure, prior to disposing of any media, that any licensed materials, contained thereon have been erased or otherwise destroyed.
- c) The State agrees that it will take appropriate action by instruction, agreement or otherwise with its employees or other persons permitted access to licensed software and other proprietary data to satisfy its obligations in this Contract with respect to use, copying, modification, protection and security of proprietary software and other proprietary data.
- 40. RIGHT TO COPY OR MODIFY:**
- a) Any Software Product provided by the Contractor in machine-readable form may be copied, in whole or in part, in printed or machine-readable form for use by the State with the designated CPU, to perform one-time benchmark tests, for archival or emergency restart purposes, to replace a worn copy, to understand the contents of such machine-readable material, or to modify the Software Product as provided below; provided, however, that no more than the number of printed copies and machine-readable copies as specified in the Statement of Work will be in existence under this Contract at any time without prior written consent of the Contractor. Such consent shall not be unreasonably withheld by the Contractor. The original, and any copies of the Software Product, in whole or in part, which are made hereunder shall be the property of the Contractor.
- b) The State may modify any non-personal computer Software Product, in machine-readable form, for its own use and merge it into other program material. Any portion of the Software Product included in any merged program material shall be used only on the designated CPUs and shall be subject to the terms and conditions of the Contract.
- 41. FUTURE RELEASES:** Unless otherwise specifically provided in this Contract, or the Statement of Work, if improved versions, e.g., patches, bug fixes, updates or releases, of any Software Product are developed by the contractor, and are made available to other licensees, they will be made available to the State at no additional cost only if such are made available to other licensees at no additional cost. If the Contractor offers new versions or upgrades to the Software Product, they shall be made available to the State at the State's option at a price no greater than the Contract price plus a price increase proportionate to the increase from the list price of the original version to that of the new version, if any. If the Software Product has no list price, such price increase will be proportionate to the increase in average price from the original to the new version, if any, as estimated by the Contractor in good faith.
- 42. ENCRYPTION/CPU ID AUTHORIZATION CODES:**
- a) When Encryption/CPU Identification (ID) authorization codes are required to operate the Software Products, the Contractor will provide all codes to the State with delivery of the Software.
- b) In case of an inoperative CPU, the Contractor will provide a temporary encryption/CPU ID authorization code to the State for use on a temporarily authorized CPU until the designated CPU is returned to operation.
- c) When changes in designated CPUs occur, the State will notify the Contractor via telephone and/or facsimile/e-mail of such change. Upon receipt of such notice, the Contractor will issue via telephone and/or facsimile/e-mail to the State within 24 hours, a temporary encryption ID authorization code for use on the newly designated CPU until such time as permanent code is assigned.
- 43. PATENT, COPYRIGHT AND TRADE SECRET INDEMNITY:**
- a) Contractor will indemnify, defend, and save harmless the State, its officers, agents, and employees, from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses for infringement or violation of any U.S. Intellectual Property Right by any product or service provided hereunder. With respect to claims arising from computer Hardware or Software manufactured by a third party and sold by Contractor as a reseller, Contractor will pass through to the State such indemnity rights as it receives from such third party ("Third Party Obligation") and will cooperate in enforcing them; provided that if the third party manufacturer fails to honor the Third Party Obligation, Contractor will provide the State with indemnity protection equal to that called for by the Third Party Obligation, but in no event greater than that called for in the first sentence of this Section ). The provisions of the preceding sentence apply only to third party computer Hardware or Software sold as a distinct unit and accepted by the State.
- Unless a Third Party Obligation provides otherwise, the defense and payment obligations set forth in this Section will be conditional upon the following:
- (i) The State will notify the Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
- (ii) The Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (a) 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); (b) 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 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 (c) the State will reasonably cooperate in the defense and in any related settlement negotiations.
- b) Should the Deliverables, or the operation thereof, become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement or violation of a U.S. Intellectual Property Right, the State shall permit the Contractor, at its option and expense, either to procure for the State the right to continue using the Deliverables, or to replace or modify the same so that they become non-infringing. If none of these options can reasonably be taken, or if the use of such Deliverables by the State shall be prevented by injunction, the Contractor agrees to take back such Deliverables and make every reasonable effort to assist the State in procuring substitute Deliverables. If, in the sole opinion of the State, the return of such

## EXHIBIT C

GSPD-401IT

(REVISED AND EFFECTIVE 9/5/2014)

### GENERAL PROVISIONS – INFORMATION TECHNOLOGY

infringing Deliverables makes the retention of other Deliverables acquired from the Contractor under this Contract impractical, the State shall then have the option of terminating such Contracts, or applicable portions thereof, without penalty or termination charge. The Contractor agrees to take back such Deliverables and refund any sums the State has paid the Contractor less any reasonable amount for use or damage.

- c) The Contractor shall have no liability to the State under any provision of this clause with respect to any claim of patent, copyright or trade secret infringement which is based upon:
  - (i) The combination or utilization of Deliverables furnished hereunder with Equipment, Software or devices not made or furnished by the Contractor; or,
  - (ii) The operation of Equipment furnished by the Contractor under the control of any Operating Software other than, or in addition to, the current version of Contractor-supplied Operating Software; or
  - (iii) The modification initiated by the State, or a third party at the State's direction, of any Deliverable furnished hereunder; or
  - (iv) The combination or utilization of Software furnished hereunder with non-contractor supplied Software.
- d) The Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Contract for the acquisition, operation or maintenance of computer Software in violation of copyright laws.

#### 44. DISPUTES:

- a) The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the Contractor shall submit to the contracting Department Director or designee a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to or involving this Contract. Contractor's written demand shall be fully supported by factual information, and if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by an authorized person indicating that the demand is made in good faith, that the supporting data are accurate and complete and that the amount requested accurately reflects the Contract adjustment for which Contractor believes the State is liable. The contracting Department Director or designee shall have 30 days after receipt of Contractor's written demand invoking this Section "Disputes" to render a written decision. If a written decision is not rendered within 30 days after receipt of the Contractor's demand, it shall be deemed a decision adverse to the Contractor's contention. If the Contractor is not satisfied with the decision of the contracting Department Director or designee, the Contractor may appeal the decision, in writing, within 15 days of its issuance (or the expiration of the 30 day period in the event no decision is rendered by the contracting department), to the Department of General Services, Deputy Director, Procurement Division, who shall have 45 days to render a final decision. If the Contractor does not appeal the decision of the contracting Department Director or designee, the decision shall be conclusive and binding regarding the dispute and the Contractor shall be barred from commencing an action in court, or with the Victims Compensation Government Claims Board, for failure to exhaust Contractor's administrative remedies.
- b) Pending the final resolution of any dispute arising under, related to or involving this Contract, Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of Goods or providing of services in accordance with the State's instructions regarding this Contract. Contractor's failure to diligently proceed in accordance with the State's instructions regarding this Contract shall be considered a material breach of this Contract.

- c) Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Deputy Director, Procurement Division if an appeal was made. If the Deputy Director, Procurement Division fails to render a final decision within 45 days after receipt of the Contractor's appeal for a final decision, it shall be deemed a final decision adverse to the Contractor's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless the Contractor commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.
- d) For disputes involving purchases made by the Department of General Services, Procurement Division, the Contractor shall submit to the Department Director or designee a written demand for a final decision, which shall be fully supported in the manner described in subsection a above. The Department Director or designee shall have 30 days to render a final decision. If a final decision is not rendered within 30 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contention. The final decision shall be conclusive and binding regarding the dispute unless the Contractor commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.
- e) The dates of decision and appeal in this section may be modified by mutual consent, as applicable, excepting the time to commence an action in a court of competent jurisdiction.

#### 45. STOP WORK:

- a) The State may, at any time, by written Stop Work Order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this Contract for a period up to 45 days after the Stop Work Order is delivered to the Contractor, and for any further period to which the parties may agree. The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the Stop Work Order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the Stop Work Order during the period of work stoppage. Within a period of 45 days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the State shall either:
  - (i) Cancel the Stop Work Order; or
  - (ii) Terminate the work covered by the Stop Work Order as provided for in the termination for default or the termination for convenience clause of this Contract.
- b) If a Stop Work Order issued under this clause is canceled or the period of the Stop Work Order or any extension thereof expires, the Contractor shall resume work. The State shall make an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract shall be modified, in writing, accordingly, if:
  - (i) The Stop Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to the performance of any part of this Contract; and
  - (ii) The Contractor asserts its right to an equitable adjustment within 60 days after the end of the period of work stoppage; provided, that if the State decides the facts justify the action, the State may receive and act upon a proposal submitted at any time before final payment under this Contract.
- c) If a Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated in accordance with the provision entitled Termination for the Convenience of the State, the State shall allow reasonable costs resulting from the Stop Work Order in arriving at the termination settlement.

## EXHIBIT C

GSPD-401IT

(REVISED AND EFFECTIVE 9/5/2014)

### GENERAL PROVISIONS – INFORMATION TECHNOLOGY

- d) The State shall not be liable to the Contractor for loss of profits because of a Stop Work Order issued under this clause.
46. **EXAMINATION AND AUDIT:** The Contractor agrees that the State or its designated representative shall have the right to review and copy any records and supporting documentation directly pertaining to performance of this Contract. The Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. The Contractor agrees to allow the auditor(s) access to such records during normal business hours and in such a manner so as to not interfere unreasonably with normal business activities and to allow interviews of any employees or others who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Contract. The State shall provide reasonable advance written notice of such audit(s) to the Contractor.
47. **FOLLOW-ON CONTRACTS:**
- a) If the Contractor or its affiliates provides Technical Consulting and Direction (as defined below), the Contractor and its affiliates:
- (i) will not be awarded a subsequent Contract to supply the service or system, or any significant component thereof, that is used for or in connection with any subject of such Technical Consulting and Direction; and
  - (ii) will not act as consultant to any person or entity that does receive a Contract described in sub-section (i). This prohibition will continue for one (1) year after termination of this Contract or completion of the Technical Consulting and Direction, whichever comes later.
- b) "Technical Consulting and Direction" means services for which the Contractor received compensation from the State and includes:
- (i) development of or assistance in the development of work statements, specifications, solicitations, or feasibility studies;
  - (ii) development or design of test requirements;
  - (iii) evaluation of test data;
  - (iv) direction of or evaluation of another Contractor;
  - (v) provision of formal recommendations regarding the acquisition of Information Technology products or services; or
  - (vi) provisions of formal recommendations regarding any of the above. For purposes of this Section, "affiliates" are employees, directors, partners, joint venture participants, parent corporations, subsidiaries, or any other entity controlled by, controlling, or under common control with the Contractor. Control exists when an entity owns or directs more than fifty percent (50%) of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority.
- c) To the extent permissible by law, the Director of the Department of General Services, or designee, may waive the restrictions set forth in this Section by written notice to the Contractor if the Director determines their application would not be in the State's best interest. Except as prohibited by law, the restrictions of this Section will not apply:
- (i) to follow-on advice given by vendors of commercial off-the-shelf products, including Software and Hardware, on the operation, integration, repair, or maintenance of such products after sale; or
  - (ii) where the State has entered into a master agreement for Software or services and the scope of work at the time of Contract execution expressly calls for future recommendations among the Contractor's own products.
- d) The restrictions set forth in this Section are in addition to conflict of interest restrictions imposed on public Contractors by California law ("Conflict Laws"). In the event of any inconsistency, such Conflict Laws override the provisions of this Section, even if enacted after execution of this Contract.
48. **PRIORITY HIRING CONSIDERATIONS:** If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with PCC Section 10353.
49. **COVENANT AGAINST GRATUITIES:** The Contractor warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the State with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the State shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the State in procuring on the open market any items which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the State provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity.
50. **NONDISCRIMINATION CLAUSE:**
- a) During the performance of this Contract, the Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family care leave. The Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. The 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.
- b) The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract.
51. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** The Contractor swears under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board. This provision is required by, and shall be construed in accordance with, PCC Section 10296.
52. **ASSIGNMENT OF ANTITRUST ACTIONS:** Pursuant to Government Code Sections 4552, 4553, and 4554, the following provisions are incorporated herein:
- a) In submitting a bid to the State, the supplier offers and agrees that if the bid is accepted, it will assign to the State all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of Goods, material or other items, or services by the supplier for sale to the State pursuant to the solicitation. Such assignment shall



## EXHIBIT C

GSPD-401IT

(REVISED AND EFFECTIVE 9/5/2014)

### GENERAL PROVISIONS – INFORMATION TECHNOLOGY

- be made and become effective at the time the State tenders final payment to the supplier.
- b) If the State receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the State any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the State as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.
- c) Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and
- the assignee has not been injured thereby; or
  - the assignee declines to file a court action for the cause of action.
- 53. DRUG-FREE WORKPLACE CERTIFICATION:** The Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:
- Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
  - Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
    - the dangers of drug abuse in the workplace;
    - the person's or organization's policy of maintaining a drug-free workplace;
    - any available counseling, rehabilitation and employee assistance programs; and,
    - penalties that may be imposed upon employees for drug abuse violations.
  - Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed or resulting Contract:
    - will receive a copy of the company's drug-free policy statement; and,
    - will agree to abide by the terms of the company's statement as a condition of employment on the Contract.
- 54. FOUR-DIGIT DATE COMPLIANCE:** Contractor warrants that it will provide only Four-Digit Date Compliant (as defined below) Deliverables and/or services to the State. "Four Digit Date Compliant" Deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Contract and does not limit the generality of warranty obligations set forth elsewhere herein.
- 55. SWEATFREE CODE OF CONDUCT:**
- Contractor declares under penalty of perjury that no equipment, materials, or supplies furnished to the State pursuant to the Contract have been produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The Contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.
  - The Contractor agrees to cooperate fully in providing reasonable access to its records, documents, agents or employees, or premises if reasonably required by authorized officials of the State, the Department of Industrial Relations, or the Department of Justice to determine the Contractor's compliance with the requirements under paragraph (a).
- 56. RECYCLED CONTENT REQUIREMENTS:** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material (as defined in the Public Contract Code (PCC) Section 12200-12209), in products, materials, goods, or supplies offered or sold to the State that fall under any of the statutory categories regardless of whether the product meets the requirements of Section 12209. The certification shall be provided by the contractor, even if the product or good contains no postconsumer recycled material, and even if the postconsumer content is unknown. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (PCC 12205 (b)(2)). A state agency contracting officer may waive the certification requirements if the percentage of postconsumer material in the products, materials, goods, or supplies can be verified in a written advertisement, including, but not limited to, a product label, a catalog, or a manufacturer or vendor Internet web site. Contractors are to use, to the maximum extent economically feasible in the performance of the contract work, recycled content products (PCC 12203(d)).
- 57. CHILD SUPPORT COMPLIANCE ACT:** For any Contract in excess of \$100,000, the Contractor acknowledges in accordance with PCC Section 7110, that:
- The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable State and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
  - The Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- 58. AMERICANS WITH DISABILITIES ACT:** The Contractor assures the State that the Contractor complies with the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.).
- 59. ELECTRONIC WASTE RECYCLING ACT OF 2003:** The Contractor certifies that it complies with the applicable requirements of the Electronic Waste Recycling Act of 2003, Chapter 8.5, Part 3 of Division 30, commencing with Section 42460 of the Public Resources Code. The Contractor shall maintain documentation and provide reasonable access to its records and documents that evidence compliance.
- 60. USE TAX COLLECTION:** In accordance with PCC Section 10295.1, the Contractor certifies that it complies with the requirements of Section 7101 of the Revenue and Taxation Code. Contractor further certifies that it will immediately advise the State of any change in its retailer's seller's permit or certification of registration or applicable affiliate's seller's permit or certificate of registration as described in subdivision (a) of PCC Section 10295.1.
- 61. EXPATRIATE CORPORATIONS:** Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of PCC Sections 10286 and 10286.1, and is eligible to contract with the State.
- 62. DOMESTIC PARTNERS:** For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that the contractor is in compliance with Public Contract Code Section 10295.3.

## EXHIBIT C

GSPD-401IT

(REVISED AND EFFECTIVE 9/5/2014)

### GENERAL PROVISIONS – INFORMATION TECHNOLOGY

#### 63. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

- a) If for this Contract the Contractor made a commitment to achieve small business participation, then the Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
- b) If for this Contract the Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

64. **LOSS LEADER:** It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 12104.5(b).).

## **EXHIBIT D**

### **SPECIAL TERMS AND CONDITIONS**

#### **1. Term Of Agreement**

This agreement shall be deemed executed and effective when signed by both parties and received in the office of the Conservancy. An authorized representative of Contractor shall sign the first page of the originals of this agreement in ink. This agreement shall run from the effective date through March 31, 2021 (the "termination date") unless otherwise terminated or amended as provided in this agreement. However, all work shall be completed by December 31, 2020 ("the completion date").

The term of this contract is based on the current level of funding available for the services to be provided under this contract. If additional funding is authorized, the parties anticipate that the term of the contract will be extended and the scope of work will be revised by amendment.

#### **2. Early Termination, Suspension or Failure to Perform**

In addition to the rights to terminate described in Exhibit C above, the Conservancy may terminate this contract for any reason by providing seven days written notice to the Contractor. During the term, the Conservancy may also suspend the contract before the work is complete. In either case, upon receipt of notice of termination, the Contractor shall immediately stop work under the contract and take whatever measures are necessary to prevent further costs to the Conservancy under this contract. The Conservancy shall be responsible for any reasonable and non-cancelable obligations incurred by the Contractor in the performance of this contract up to the date of notice to terminate or suspend, but only up to the unpaid balance of total funds authorized under this contract. Any notice suspending work under this contract shall remain in effect until further written notice from the Conservancy authorizes work to resume. On or before the date of termination of the contract under this section, the Contractor shall provide the Conservancy with all work, material, data, information, and written, graphic or other work produced or developed under this contract (whether completed or partial), in appropriate, readily useable form. The Contractor shall include in any contract with any subcontractor retained for work under this contract a provision that entitles the Contractor to suspend or terminate the contract with the subcontractor for any reason on written notice and on the same terms and conditions specified in this section.

#### **3. Authorization**

The signature of the Executive Officer of the Conservancy ("Executive Officer") on this agreement certifies that this agreement is executed pursuant authority delegated to the Executive Officer from the Conservancy.

## **EXHIBIT D**

### **4. Expenditure Of Funds And Allocation Of Funding Among Budget Items**

The total amount of this contract may not be increased except by written amendment to this contract. The Contractor shall expend funds consistent with the approved project budget. The allocation of funds among the items in the budget may vary by as much as ten percent without approval by the Executive Officer, provided that the Contractor submits a revised budget to the Executive Office prior to requesting disbursement based on the revised budget. Any difference of more than ten percent must be identified in a revised budget that is approved in advance and in writing by the Executive Officer. The Conservancy may withhold payment for items which exceed the amount allocated in the project budget by more than ten percent and which have not received the approval required above. Any increase in the funding for any particular budget item shall mean a decrease in the funding for one or more other budget items unless there is a written amendment to this agreement.

### **5. Executive Officer's Designee**

The Executive Officer shall designate a Conservancy project manager who shall have authority to act on behalf of the Executive Officer with respect to this agreement. The Executive Officer shall notify Contractor of the designation in writing.

### **6. Project Completion**

Contractor shall complete the work under this agreement by the completion date provided in the "TERM OF AGREEMENT" section, above. Upon completion of the project, Contractor shall supply the Conservancy with evidence of completion by submitting: (1) the required work products; and (2) a fully executed final Request for Disbursement form. Within thirty days of Contractor's compliance with this paragraph, the Conservancy shall determine whether the project has been satisfactorily completed. If the Conservancy determines that the project has been satisfactorily completed, the Conservancy shall issue to Contractor a letter of acceptance of the project. The project shall be deemed complete as of the date of the letter of acceptance.

### **7. Insurance**

Throughout the term of this contract, the Contractor shall procure and maintain insurance, as specified in this section, against claims for injuries to persons or damage to property that may arise from or in connection with any activities by the Contractor or its agents, representatives, employees, or subcontractors associated with the project undertaken pursuant to this contract.

**EXHIBIT D**

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

- i. Insurance Services Office (“ISO”) Commercial General Liability coverage (occurrence Form CG 0001 or comparable).
- ii. Workers’ Compensation insurance as required by the Labor Code of the State of California.
- iii. Errors and Omissions Liability insurance appropriate to the Contractor’s profession.

B. Minimum Limits of Insurance. The Contractor shall maintain limits no less than:

- i. General Liability: *(Including operations, products and completed operations, as applicable)* \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to the activities under this contract or the general aggregate limit shall be twice the required occurrence limit.
- ii. Worker’s Compensation: As required by law with Employer’s Liability of no less than \$1,000,000.
- iii. Errors and Omissions: \$250,000 per occurrence.

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Executive Officer.

D. Required Provisions Concerning the Conservancy and the State of California.

- i. Each insurance policy required by this section shall be endorsed to state that coverage shall not be canceled by either party, except after thirty days’ prior written notice by first class mail has been given to the Conservancy or, in the event of cancellation of coverage due to nonpayment, after ten days’ written notice to the Conservancy. The Contractor shall notify the Conservancy within the earlier of: two days following the Contractor’s receipt of any notice of cancellation, non-renewal or material change that affects the required insurance; or five business days before the effective date of any cancellation, non-renewal or material change that effects required insurance coverage.

**EXHIBIT D**

- ii. The Contractor hereby grants to the State of California, its officers, agents, employees, and volunteers, a waiver of any right to subrogation which any insurer of the Contractor may acquire against the State of California, its officers, agents, employees, and volunteers, by virtue of the payment of any loss under such insurance. The Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the Contractor has received a waiver of subrogation endorsement from the insurer.
  - iii. The general liability, automobile liability, and vessel policies (if any) are to contain, or be endorsed to contain, the following provisions:
    - a. The State of California, its officers, agents and employees are to be covered as additional insureds, but only with respect to activities conducted relative to this contract. The additional insured endorsements are to be provided.
    - b. For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the State of California, its officers, agents and employees, and not excess to any insurance or self-insurance of the State of California.
    - c. The limits of the additional insured coverage shall equal the limits of the named insured coverage regardless of whether the limits of the named insurance coverage exceed those limits required by this agreement.
  - iv. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of section 2782 of the Civil Code.
- E. Acceptability of Insurers. Insurance is to be placed with insurers admitted to transact business in the State of California and having a Best's rating of "B+:VII" or better or, in the alternative, acceptable to the Conservancy and approved in writing by the Executive Officer.
- F. Subcontractors. The Contractor shall include all subcontractors as insureds under its policies or shall require each subcontractor to provide and maintain coverage consistent with the requirements of this section.
- G. Claims Made. If errors-and-omissions coverage is written on a claims-made form:
- i. The "Retro Date" must be shown, and must be before the date of this contract or the beginning of work.
  - ii. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the work.

## EXHIBIT D

- iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a "Retro Date" prior to the effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five years after completion of the work under this contract.
  - iv. A copy of the claims reporting requirements must be submitted to the Executive Officer for review.
- H. Verification of Coverage. The Contractor shall furnish the Conservancy with original certificates and amendatory endorsements, including the required additional insured endorsements, effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Executive Officer before work commences. The Conservancy reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage, at any time.
- I. Premiums and Assessments. The Conservancy is not responsible for premiums and assessments on any insurance policy.

### 8. Computer Software.

Contractor certifies that it has instituted and will employ systems and controls appropriate to ensure that, in the performance of this agreement, state funds will not be used for the acquisition, operation or maintenance of computer software in violation of copyright laws.

### 9. Work Products

Contractor hereby assigns to the Conservancy and the Conservancy accepts the assignment of all rights and interest in all material, data, information, and written, graphic or other work produced under this contract, including, without limitation, any right to copyright, patent or trademark the work.

Contractor shall include in any contract with a third party for work under this contract a provision that preserves the rights created by the first paragraph of this section, and that identifies the Conservancy as a third-party beneficiary of that provision.

Pursuant to Government Code section 7550, any document or written report that is produced under this contract at a cost of greater than \$5,000 shall contain a separate section disclosing all contracts and subcontracts related to the production of the document.

## **EXHIBIT D**

In any work products produced pursuant to this contract, the Contractor shall state, in a prominent location, that the work product was prepared on behalf of, and paid for, by the Conservancy. The Contractor shall provide similar acknowledgement in any public presentation or publication which describes or utilizes any work product produced pursuant to this contract. Any reference on Contractor's website to this contract's work products shall state that the work product was prepared on behalf of, and paid for, by the Conservancy, and shall include a link to the Conservancy's website. The Contractor shall impose the obligations described in this paragraph on its subcontractors and shall include a similar provision to this paragraph in any agreement for work pursuant to this contract.

### **10. Contractor Identification And Evaluation**

Within thirty days of completion of all work described in the "WORK PLAN" the Contractor shall be evaluated by Conservancy staff. The evaluation shall be kept with records of this agreement at the Conservancy's offices. If negative, a copy shall be sent (as required by law) to the Department of General Services, Legal Office. The evaluation shall be made available to the Contractor upon request.

### **11. Settlement Of Disputes**

In addition to Contractor responsibilities under Exhibit C, if any dispute arises out of this contract, the Contractor or the Conservancy shall notify the other party within ten days of discovery of the problem. Within thirty days of such notification, the Executive Officer may confer with the Contractor and Conservancy staff members for the purpose of resolving the dispute. If the Conservancy is unable to resolve the dispute to the Contractor's satisfaction, the Contractor may proceed under Government Code sections 900 et seq. with any claims against the Conservancy arising out of this contract. If the dispute cannot be resolved to the Conservancy's satisfaction, the Conservancy may pursue any remedies available, including invoking its rights under the "EARLY TERMINATION, SUSPENSION OR FAILURE TO PERFORM" clause of this contract.

### **12. Locus**

This agreement is deemed to be entered into in the County of Alameda.