

STATE OF CALIFORNIA
AGREEMENT SUMMARY

STD 215 (Rev. 04/2020)

AGREEMENT NUMBER 20M900001	AMENDMENT NUMBER
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CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED

1. CONTRACTOR'S NAME California State University Maritime Academy		2. FEDERAL I.D. NUMBER 680316355
3. AGENCY TRANSMITTING AGREEMENT Board of Pilots Commissioners (BOPC)	4. DIVISION, BUREAU, OR OTHER UNIT BOPC	5. AGENCY BILLING CODE 57270
6a. CONTRACT ANALYST NAME Nancy Peshoff	6b. EMAIL [REDACTED]	6c. PHONE NUMBER [REDACTED]
7. HAS YOUR AGENCY CONTRACTED FOR THESE SERVICES BEFORE? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes (If Yes, enter prior Contractor Name and Agreement Number) PRIOR CONTRACTOR NAME: same PRIOR AGREEMENT NUMBER: 18M900008		

8. BRIEF DESCRIPTION OF SERVICES

Trainee Program Services

9. AGREEMENT OUTLINE (Include reason for Agreement: Identify specific problem, administrative requirement, program need or other circumstances making the Agreement necessary; include special or unusual terms and conditions.)

CSU Maritime Academy to develop Pilot Trainee Training Program simulator exercises and administration; and provide written examination facilities for BOPC

10. PAYMENT TERMS (More than one may apply)

- Monthly Flat Rate Quarterly One-Time Payment Progress Payment
 Itemized Invoice Withhold _____ % Advanced Payment Not To Exceed _____ or _____ %
 Reimbursement / Revenue
 Other (Explain)

11. PROJECTED EXPENDITURES

FUND TITLE	ITEM	FISCAL YEAR	CHAPTER	STATUTE	PROJECTED EXPENDITURES
+ BOPC	2670-001-0290	20/21	pending	2020	\$99,000.00
- BOPC	2670-001-0290	21/22	pending	2021	\$99,000.00
+ [REDACTED]					
- [REDACTED]					
+ [REDACTED]					
- [REDACTED]					

OBJECT CODE 26702670-5340330-2030019291	AGREEMENT TOTAL	\$198,000.00
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OPTIONAL USE	AMOUNT ENCUMBERED BY THIS DOCUMENT	\$198,000.00
	PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT	\$0.00

I certify upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above. **TOTAL AMOUNT ENCUMBERED TO DATE \$198,000.00**

ACCOUNTING OFFICER'S SIGNATURE [REDACTED]	ACCOUNTING OFFICER'S NAME (Print or Type) MICHAEL POJAC	DATE SIGNED 8/5/20
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12. AGREEMENT

AGREEMENT	TERM FROM	TERM THROUGH	TOTAL COST OF THIS TRANSACTION	BID, SOLE SOURCE, EXEMPT
Original	07/01/2020	06/30/2022	\$198,000.00	EXEMPT
<input checked="" type="checkbox"/> Amendment 1				
TOTAL			\$198,000.00	

13. BIDDING METHOD USED

- Request for Proposal (RFP) (Attach justification if secondary method is used)
 Use of Master Service Agreement
 Invitation for Bid (IFB)
 Exempt from Bidding (Give authority for exempt status)
 Sole Source Contract (Attach STD. 821)
 Other (Explain) SCM Vol 1, 5.80 (A) (5)

Note: Proof of advertisement in the State Contracts Register or an approved form STD. 821, Contract Advertising Exemption Request, must be attached

14. SUMMARY OF BIDS (List of bidders, bid amount and small business status) (If an amendment, sole source, or exempt, leave blank)

15. IF AWARD OF AGREEMENT IS TO OTHER THAN THE LOWER BIDDER, EXPLAIN REASON(S) (If an amendment, sole source, or exempt, leave blank)

16. WHAT IS THE BASIS FOR DETERMINING THAT THE PRICE OR RATE IS REASONABLE?


N/A - Interagency / University Agreements - Rates pre-negotiated with CMA

17a. JUSTIFICATION FOR CONTRACTING OUT (Check one)

- Contracting out is based on cost savings per Government Code 19130(a). The State Personnel Board has been so notified.
 Contracting out is justified based on Government Code 19130(b). When this box is checked, a completed JUSTIFICATION - CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 547.60 must be attached to this document.
 Not Applicable (Interagency / Public Works / Other IA/University)

17b. EMPLOYEE BARGAINING UNIT NOTIFICATION

By checking this box, I hereby certify compliance with Government Code section 19132(b)(1).

AUTHORIZED SIGNATURE 	SIGNER'S NAME (Print or Type) J. Ngo	DATE SIGNED 7/30/2020
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18. FOR AGREEMENTS IN EXCESS OF \$5,000: Has the letting of the agreement been reported to the Department of Fair Employment and Housing? No Yes N/A
19. HAVE CONFLICT OF INTEREST ISSUES BEEN IDENTIFIED AND RESOLVED AS REQUIRED BY THE STATE CONTRACT MANUAL SECTION 7.10? No Yes N/A
20. FOR CONSULTING AGREEMENTS: Did you review any contractor evaluations on file with the DGS Legal Office? None on file No Yes N/A
21. IS A SIGNED COPY OF THE FOLLOWING ON FILE AT YOUR AGENCY FOR THIS CONTRACTOR?
 A. Contractor Certification Clauses No Yes N/A
 B. STD 204 Vendor Data Record No Yes N/A
22. REQUIRED RESOLUTIONS ARE ATTACHED No Yes N/A
23. IS THIS A SMALL BUSINESS AND/OR A DISABLED VETERAN BUSINESS CERTIFIED BY DGS?
 No Yes
 SB/DVBE Certification Number: _____

24. ARE DISABLED VETERANS BUSINESS ENTERPRISE GOALS REQUIRED? (If an amendment, explain changes if any) No (Explain below) Yes _____ % of Agreement

N/A - Interagency / University Agreement

25. IS THIS AGREEMENT (WITH AMENDMENTS) FOR A PERIOD OF TIME LONGER THAN THREE YEARS? No Yes (If Yes, provide justification below)

I certify that all copies of the referenced Agreement will conform to the original agreement sent to the Department of General Services.

SIGNATURE 	NAME/TITLE (Print or Type) Nancy Peshoff / Contract Analyst	DATE SIGNED Jun 5, 2020
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JUSTIFICATION - CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 547.60

In the space provided below, the undersigned authorized state representative documents, with specificity and detailed factual information, the reasons why the contract satisfies one or more of the conditions set forth in Government Code section 19130(b). Please specify the applicable subsection. Attach extra pages if necessary.

N/A - Interagency / University Agreement

The undersigned represents that, based upon his or her personal knowledge, information or belief the above justification correctly reflects the reasons why the contract satisfies Government Code section 19130(b).

SIGNATURE No Signature Required	NAME/TITLE(Print or Type) Nancy Peshoff / Contract Analyst	DATE SIGNED Jun 5, 2020		
PHONE NUMBER [REDACTED]	STREET ADDRESS 601 North 7th Street			
EMAIL [REDACTED]	CITY Sacramento	<table border="1" style="width: 100%;"> <tr> <td style="width: 50%;">STATE CA</td> <td style="width: 50%;">ZIP 95811</td> </tr> </table>	STATE CA	ZIP 95811
STATE CA	ZIP 95811			

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (Rev 02/20)

AGREEMENT NUMBER 20M900001
REGISTRATION NUMBER


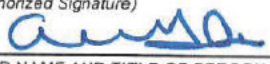
STATE CONTROLLER'S OFFICE IDENTIFIER 2670-20M900001

1. This Agreement is entered into between the State Agency and the Contractor named below:
- STATE AGENCY'S NAME
 Board of Pilot Commissioners for the Bays of San Francisco, San Pablo, and Suisun, hereinafter referred to as "State"
- CONTRACTOR'S NAME
 California State University Maritime Academy, hereinafter referred to as "University"
2. The term of this Agreement is: **07/01/2020** through **06/30/2022**
3. The maximum amount of this Agreement is: **\$ 198,000.00 (One Hundred Ninety-Eight Thousand Dollars and Zero Cents)**
4. The Parties agree to comply with the terms and conditions of the following Exhibits, which by this reference are made a part of the Agreement.

Exhibit A – A7: A–Scope of Work; A1–Deliverables; A2–Key Personnel; A3–Authorized Representatives; A4–Use of Intellectual Property & Data; A5–Resumes/Biosketch;	8 page(s)
Exhibit B – B–Budget; B1–Budget Justification; B3–Invoice Elements	2 page(s)
Exhibit C* – University Terms and Conditions UTC-220	1 page
Check mark additional Exhibits below, and attach applicable Exhibits or provide internet link:	
<input type="checkbox"/> Exhibit D – Additional Requirements Associated with Funding Sources	page(s)
<input checked="" type="checkbox"/> Exhibit E – Special Conditions for Security of Confidential Information	1 page(s)
<input type="checkbox"/> Exhibit F – Access to State Facilities or Computing Resources	page(s)
<input type="checkbox"/> Exhibit G – Negotiated Alternate UTC Terms	page(s)

Items shown with an Asterisk (*) are hereby incorporated by reference and made part of this agreement as if attached hereto. You can find these documents on the University of California, Office of the President and the California Department of General Services websites.

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

CONTRACTOR	
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) California State University Maritime Academy	
BY (Authorized Signature) 	DATE SIGNED (Do not type) 06/10/2020
PRINTED NAME AND TITLE OF PERSON SIGNING Lorrie Dineen-Thackeray, Director, Contract Services and Procurement	
ADDRESS 200 Maritime Academy Drive, Vallejo, CA 94590	
STATE OF CALIFORNIA	
AGENCY NAME Board of Pilot Commissioners for the Bays of San Francisco, San Pablo, and Suisun	
BY (Authorized Signature) 	DATE SIGNED (Do not type) 7/8/2020
PRINTED NAME AND TITLE OF PERSON SIGNING Allen Pinkle, Executive Director Allen Garfinkle	
ADDRESS 660 Davis Street, San Francisco, CA 94111	

California Department of General Services Use Only

APPROVED

SEPT 9 2020

BK:skb

OFFICE OF LEGAL SERVICES
DEPT. OF GENERAL SERVICES

Exempt per:

AP

Exhibit A – Scope of Work

Contract Grant

Does this project include Research (as defined in the UTC)? Yes No

PI Name: Captain J. David Gates

For purposes of this Agreement, PI means “Principal Examination Developer.”

Project Title: Pilot Trainee Training Program Selection Examination

Project Summary/Abstract

University shall provide all labor, travel and per diem, and every other item of expense necessary to provide expertise on and access to ship simulator facilities, including developing and administering state-mandated ship simulator testing, and the provision of written test examination facilities, for eligible candidates participating in the selection examination to the State’s Pilot Trainee Training Program (Trainee Program).

Scope of Work

1. SERVICES TO BE PROVIDED

University agrees to provide the professional services detailed herein, and attend meetings between University, State representatives, members of the State’s Pilot Evaluation Committee (PEC), other Trainee Program examination developers and evaluators, and any other meetings at the request of the State. Services shall be provided on dates and times mutually agreed upon between University and State, in accordance with the following specifications.

A. Trainee Program Simulator Examination Development

1. Development of a rigorous ship simulator exercises for use in the Trainee Program selection examination that adequately evaluate the navigational skills of the participant in conditions similar to those found the San Francisco Bay.
2. Review appropriate sections of the Harbors and Navigation Code, State regulations, reference books, and previous Trainee Program simulator test materials, and coordinate with State staff, PEC, and State representatives (including simulator test evaluators). State representatives include, but are not limited to, California Department of Human Resources (CalHR) staff.
3. Coordinate with CalHR to conduct focus groups and other meetings with State staff, PEC, and State representatives to assist in the development of appropriate materials for the simulator exercise test component of the Trainee Program selection examination.
4. Coordinate with CalHR the simulator exercise test design and oversight, including:
 - a. Timeline preparation inclusive of materials, manpower, time and facilities estimates.
 - b. Coordination of State, PEC, University and other State representatives and consultants regarding the development of the simulator exercise test.

- c. Development and maintenance of security controls and procedures for all documents and electronic files.
- d. Development and maintenance of security controls and procedures for examination personnel and all test participants.
- e. Arrangements for sufficient personnel and test subjects during simulation exercise development and testing.
- f. Compose, edit and update test questions and supporting documents.
- g. Preparation of test participant simulation exercise document packages and test evaluator materials.

B. Trainee Program Simulator Examination Administration

1. University shall provide access to ship simulation facilities, personnel to operate the simulator, and classroom access on mutually agreed upon dates at its facility in Vallejo, CA including:
 - a. Coordinate with CalHR to provide orientation to test participants, State representatives and examination personnel.
 - b. Plan, coordinate and supply all materials necessary to conduct the simulator examination.
 - c. Coordinate with CalHR to proctor simulation exercise test examination and supervise evaluators for each participant in a simulation exercise test.
 - d. Coordinate with CalHR to facilitate the determination of test results in conjunction with the PEC, evaluators, State, and State representatives.
2. University shall maintain security and standardization during administration of all simulator tests.

C. Administrative and Additional Services

1. University shall provide facilities for meetings, meeting room preparation, parking, and staff for consultation for unanticipated issues, as necessary.
2. University shall provide a classroom or auditorium at its facility in Vallejo, CA, for use in offering the written component of the Trainee Program selection examination, and for the Angoff session on dates mutually agreed upon between University and the State.
3. University shall provide use of multiple-choice written test scoring equipment, and training CalHR staff on the use of the equipment.

Exhibit A1 - Deliverables

Unless otherwise directed by the State, the PI shall submit all deliverables to the State Contract Project Manager, identified in Exhibit A3, Authorized Representatives.

Deliverable	Description	Due Date
Trainee Program Simulator Examination Development	Development of ship simulator exercises, including: <ul style="list-style-type: none"> • PowerPoint presentation describing test. • Large scale charts for test. • Test materials for participants and evaluators. • Orientation of test participants and evaluators. • Train test personnel and evaluators. • Two copies of simulator test on CDs or DVDs. 	As mutually agreed between State and University
Trainee Program Simulator Test Examination Administration	Administration and delivery of Trainee Program selection examination ship simulator exercise test.	As mutually agreed between State and the University
Trainee Program Written Examination Testing Facilities, and Test Scoring Equipment	Classroom or auditorium facilities located at University's facilities sufficient to adequately administer a written examination to the applicable number of eligible Trainee Program candidates, and classroom space sufficient to conduct the written test Angoff session. Provide CalHR staff training on and use of University written test scoring equipment, if requested.	As mutually agreed between State and the University

Exhibit A2 – Key Personnel

Last Name, First Name	Institutional Affiliation	Role on Project
PI:		
<i>Captain David J. Gates</i>	<i>University</i>	<i>Simulator Development and Administration</i>
<i>Captain Victor Schisler</i>	<i>University</i>	<i>Simulator Development and Administration</i>
<i>Peter Veasey</i>	<i>University</i>	<i>Simulator Operator(s)</i> <i>Acceptable to the State. To be determined in writing between the State and the University.</i>
Other Key Personnel:		
<i>Veronica Boe</i>	<i>University</i>	<i>Oversight and Project Management</i>

Any changes in Key Personnel during the term of this Agreement is subject to Exhibit C, University Terms and Conditions, item 9.

Exhibit A3 – Authorized Representatives

The following individuals are the authorized representatives for the State and the University under this Agreement. Any official Notices issued under the terms of this Agreement shall be addressed to the Authorized Official identified below, unless otherwise identified in the Agreement.

Changes may be made to the designated Authorized Official, Administrative Contact, Authorized Financial Contact/Accounting listed below as agreed to in writing by the State and the University.

State Agency Contacts	University Contacts
<p>Agency Name: Board of Pilot Commissioners for the Bays of San Francisco, San Pablo, and Suisun</p>	<p>University Name: California State University Maritime Academy</p>
<p><i>Contract Project Manager (Technical)</i></p> <p>Name: Allen Garfinkle Executive Director</p> <p>Address: Board of Pilot Commissioners for the Bays of San Francisco, San Pablo, and Suisun. 660 Davis Street San Francisco, CA 94111</p> <p>Telephone: (415) 397-2253 Fax: (415) 397-9463 Email: [REDACTED]</p>	<p><i>Principal Investigator</i></p> <p>Name: Captain David Gates</p> <p>Address: 200 Maritime Academy Drive Vallejo, CA 94590</p> <p>Telephone: [REDACTED] Fax: [REDACTED] Email: [REDACTED]</p> <p>Designees to certify invoices under Section 14 of Exhibit C on behalf of PI: Veronica Boe, Senior Director Extended Learning, [REDACTED]</p>
<p><i>Authorized Official (contract officer)</i></p> <p>Name: Roma Cristia-Plant Assistant Director</p> <p>Address: Board of Pilot Commissioners for the Bays of San Francisco, San Pablo, and Suisun. 660 Davis Street San Francisco, CA 94111</p> <p>Telephone: (415) 397-2253 Fax: (415) 397-9463 Email: [REDACTED]</p> <p><i>Send notices to the Authorized Official</i></p>	<p><i>Authorized Official</i></p> <p>Name: Veronica Boe Senior Director of Sponsored Programs</p> <p>Address: 200 Maritime Academy Drive Vallejo, CA 94590</p> <p>Telephone: [REDACTED] Fax: [REDACTED] Email: [REDACTED]</p> <p><i>Send notices to Authorized Official</i></p>

<p><i>Administrative Contact</i></p> <p>Name: Roma Cristia-Plant Assistant Director</p> <p>Address: Board of Pilot Commissioners for the Bays of San Francisco, San Pablo, and Suisun. 660 Davis Street San Francisco, CA 94111</p> <p>Telephone: (415) 397-2253 Fax: (415) 397-9463 Email: [REDACTED]</p>	<p><i>Administrative Contact</i></p> <p>Name: Veronica Boe Senior Director, Extended Learning</p> <p>Address: 200 Maritime Academy Drive Vallejo, CA 94590</p> <p>Telephone: [REDACTED] Fax: [REDACTED] Email: [REDACTED]</p>
<p><i>Authorized Financial Contact/Accounting</i></p> <p>Name: Roma Cristia-Plant Assistant Director</p> <p>Address: Board of Pilot Commissioners for the Bays of San Francisco, San Pablo, and Suisun. 660 Davis Street San Francisco, CA 94111</p> <p>Telephone: (415) 397-2253 Fax: (415) 397-9463 Email: [REDACTED]</p>	<p><i>Authorized Financial Contact/Invoicing</i></p> <p>Name: Veronica Boe Senior Director, Extended Learning</p> <p>Address: 200 Maritime Academy Drive Vallejo, CA 94590</p> <p>Telephone: [REDACTED] Fax: [REDACTED] Email: [REDACTED]</p>

Exhibit A4 – Use of Intellectual Property & Data

A. State: Pre-existing IP to be provided to the University from the State or a third party for use in the performance in the Scope of Work.

None or List:

Owner (Name of State Agency or 3 rd Party)	Description	Nature of restriction:
State	Simulator examination materials and electronic records related to the prior Trainee Program examinations.	Materials are confidential to maintain the integrity of the publicly-offered competitive examination

B. University: Restrictions in Preexisting IP/Data included in Deliverables identified in Exhibit A1, Deliverables.

None or List:

Owner (Name of University or 3 rd Party)	Description	Nature of restriction:

C. Anticipated restrictions on use of Project Data.

None or List:

Owner (University or 3 rd Party)	Description	Nature of Restriction:
State	Simulator test materials, test data and results.	Materials are confidential to maintain the integrity of the publicly-offered competitive examination.

Exhibit A5 - RÉSUMÉ/BIOSKETCH

Captain J. David Gates, Technical Expert

Retired San Francisco Bar Pilot Captain James David Gates has 19 years of experience as a San Francisco Bar Pilot, and retired in 2010. While employed as a pilot, he participated in the development and administration of four Trainee Program selection examinations as a member of the State's Pilot Evaluation Committee, which administers the Trainee Program on behalf of the State. As a member of the Pilot Evaluation Committee, Captain Gates was the lead developer of the simulator exercise for the Trainee Program examination administered in 2010, and participated in several program examinations prior to that date. Captain Gates is currently an instructor for the University.

Capt. Gates is certified by the U.S. Coast Guard and International Maritime Certificate for Instructor Trainee, has been an instructor at the U.S. Navy Manned Model Trainee Center in Little Creek, Virginia, and has attended simulator courses at several institutions. Captain Gates is currently an adjunct instructor for the Department of Extended Learning at the University.

Captain Victor J. Schisler, Technical Expert

As the University's lead simulation facilitator, Vic Schisler designs and delivers many of the University's simulation exercises and programs. Between these deliveries, his focus is to improve the quality and accuracy of the simulation experience through software refinement, simulator improvement or curriculum development.

Captain Schisler has over 43 years of piloting experience in the San Pedro and San Francisco Bays. During his career, he has safely moved more than 15,000 vessels through these waterways. In addition to his vast experience as an expert mariner, Captain Schisler is an exceptional facilitator and instructor. His career has focused on pilot development and training. He is the 2008 recipient of the Plimsoll Award presented by the Professional Mariner Magazine.

Captain Peter Veasey, Simulator Operator

Captain Veasey currently is the simulator operator for all Extended Learning professional development programs. In this capacity, he provides operator support and facilitates program delivery for commercial clients and industry professionals. Capt. Veasey also provides full capacity support to Cal Maritime's undergraduate program. In both roles, he provides instructors ongoing assistance with exercise development, simulator scenarios, model and database inventory, course delivery, and troubleshooting model validation.

Veronica Boe, Senior Director of Sponsored Programs

Ms. Boe is the University's Senior Director of Sponsored Programs and serves as the business director for Professional Simulation Programs. Her responsibilities include programs and scheduling, business development, contracts, and invoicing. She is the primary liaison between the maritime industry and the University, and is directly responsible for any professional simulation programs delivered to clients. Ms. Boe has been at the University for over twelve years. She oversees operations of the University's Extended Learning program in Vallejo, and the Maritime Safety and Security Center in Richmond, CA.

Exhibit B - Budget

Payment shall be made in arrears for actual services rendered upon approval of invoices by the State.

	2020-21	2021-2022
No-to-Exceed Hourly Flat Rate for Scenario Development¹	\$150.00	\$150.00
Estimated Number of Hours	260	260
Estimated Scenario Development Cost	\$39,000.00	\$39,000.00
Hourly Flat Rate for Simulator Usage with Operator	\$350.00	\$350.00
Estimate Number of Hours	160	160
Estimated Simulator Usage Cost	\$56,000.00	\$56,000.00
Hourly Flat Rate Fee for Administrative and Additional Services Costs	\$60.00	\$60.00
Estimated Number of Hours	50	50
Estimated Administrative Cost	\$3,000.00	\$3,000.00
Not-to-Exceed Amount for Large Scale Charts, DVDs and Material Production³	\$1,000.00	\$1,000.00
Total Fiscal Year Amount	\$99,000.00	\$99,000.00
Total Agreement Amount		\$198,000.00

¹ University may charge an hourly rate up to the stated flat rate amount depending upon the staff performing the services and the type of work to be completed (scenario development administrative work or scenario development technical/computer work). Invoices shall include the staff name, hourly and total rate charged, and a brief description of type of scenario development work.

² Includes meeting preparation time, attending meetings, meeting room fees, and other Agreement administrative and additional services work.

³ State to reimburse University at actual cost. University to provide purchase receipt or calculation for actual cost for materials internally produced.

Exhibit B3 – Invoice Elements

Invoices will be submitted in accordance with Section 14 of Exhibit C – Payment and Invoicing. The invoice, summary report and/or transaction/payroll ledger shall be certified by the University's Financial Contact and the PI (or their respective designees).

Invoicing frequency

Quarterly Monthly, or less frequently as necessary

Invoicing signature format

Ink OR Facsimile/Electronic Approval

Exhibit C – University Terms and Conditions

[CMA \(AB20\) State/University Model Agreement Terms & Conditions UTC-220](#)

Exhibit E – Special Conditions for Security of Confidential Information

All Trainee Program simulator examination materials and test results are proprietary information of the State. All simulator examination materials shall be kept confidential at all times. University shall take appropriate measures to ensure the security and confidentiality of the material on its computers and any printed materials are to be appropriately secured.