

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (Rev 05/18)

AGREEMENT NUMBER

18M900008

REGISTRATION NUMBER

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: July 1, 2018 through June 30, 2020

3. The maximum amount of this Agreement is: \$188,000.00 (One Hundred Eighty-Eight Thousand Dollars and no 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; A5–Resumes/Biosketch 8 pages

Exhibit B – B–Budget 1 page

Exhibit C* – University Terms and Conditions UTC-518

Check mark additional Exhibits below, and attach applicable Exhibits or provide internet link:

Exhibit E – Special Conditions for Security of Confidential Information 1 page

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

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)

[Handwritten Signature]

DATE SIGNED (Do not type)

6/12/18

PRINTED NAME AND TITLE OF PERSON SIGNING

Veronica Boe, Director, Extension Services

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)

[Handwritten Signature]

DATE SIGNED (Do not type)

6/21/18

PRINTED NAME AND TITLE OF PERSON SIGNING

Allen Garfinkle, Executive Director

ADDRESS

660 Davis Street, San Francisco, CA 94111

California Department of General Services Use Only



[Handwritten Signature]

EXHIBIT A – SCOPE OF WORK

PROJECT SUMMARY & SCOPE OF WORK

Contract Grant

PI Name: Captain David J Gates.

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

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 exercise for use in the Trainee Program selection examination that adequately evaluate the navigational skills of the participant in conditions similar to those found in 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

SCHEDULE OF DELIVERABLES

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

Deliverable	Description	Due Date
Trainee Program Simulator Examination Development	Development of ship simulator exercise, 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. 	No later than June 1, 2019, or 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.	Simulator test dates 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.	Trainee Program written examination dates mutually agreed between State and the University

EXHIBIT A2 – KEY PERSONNEL

KEY PERSONNEL

Last Name, First Name	Institutional Affiliation	Role on Project
PI:		
<i>Gates, J. David (Captain)</i>	<i>University</i>	<i>Simulator Exercise Development and Simulator Examination Administration</i>
Co-PI:		
<i>Noonan, Mike (Captain)</i>	<i>University</i>	<i>Simulator Exercise Development and Simulator Operation</i>
Other Key Personnel:		
<i>Boe, Veronica</i>	<i>University</i>	<i>Oversight and Project Management</i>

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

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

AUTHORIZED REPRESENTATIVES AND NOTICES

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
Agency Name: Board of Pilot Commissioners for the Bays of San Francisco, San Pablo, and Suisun	University Name: California State University Maritime Academy
<i>Contract Project Manager (Technical)</i> Name: Allen Garfinkle Executive Director Address: Board of Pilot Commissioners for the Bays of San Francisco, San Pablo, and Suisun. 660 Davis Street San Francisco, CA 94111 Telephone: (415) 397-2253 Fax: (415) 397-9463 Email: allen.garfinkle@bopc.ca.gov	<i>Principal Investigator</i> Name: Captain J. David Gates Address: 200 Maritime Academy Drive Vallejo, CA 94590 Telephone: (530) 268-8831 Fax: (707) 654-1158 Email: gatesburd@sbcglobal.net Designees to certify invoices under Section 14 of Exhibit C on behalf of PI: 1. Veronica Boe, Director, Extension Services, vboe@csum.edu
<i>Authorized Official (contract officer)</i> Name: Roma Cristia-Plant Assistant Director Address: Board of Pilot Commissioners for the Bays of San Francisco, San Pablo, and Suisun. 660 Davis Street San Francisco, CA 94111 Telephone: (415) 397-2253 Fax: (415) 397-9463 Email: roma.cristia@bopc.ca.gov <i>Send notices to the Authorized Official</i>	<i>Authorized Official</i> Name: Veronica Boe Director, Extension Services Address: 200 Maritime Academy Drive Vallejo, CA 94590 Telephone: (707) 654-1156 Fax: (707) 654-1158 Email: vboe@csum.edu <i>Send notices to Authorized Official</i>

<p>Administrative Contact Name: Roma Cristia-Plant Assistant Director Address: Board of Pilot Commissioners for the Bays of San Francisco, San Pablo, and Suisun. 660 Davis Street San Francisco, CA 94111 Telephone: (415) 397-2253 Fax: (415) 397-9463 Email: roma.cristia@bopc.ca.gov</p>	<p>Administrative Contact Name: Veronica Boe Director, Extended Learning and MSSC Address: 200 Maritime Academy Drive Vallejo, CA 94590 Telephone: (707) 654-1156 Fax: (707) 654-1158 Email: VBoe@csum.edu</p>
<p>Authorized Financial Contact/Accounting Name: Roma Cristia-Plant Assistant Director Address: Board of Pilot Commissioners for the Bays of San Francisco, San Pablo, and Suisun. 660 Davis Street San Francisco, CA 94111 Telephone: (415) 397-2253 Fax: (415) 397-9463 Email: roma.cristia@bopc.ca.gov</p>	<p>Authorized Financial Contact/Invoicing Name: Veronica Boe Director, Extended Learning and MSSC Address: 200 Maritime Academy Drive Vallejo, CA 94590 Telephone: (707) 654-1156 Fax: (707) 654-1158 Email: VBoe@csum.edu</p>

EXHIBIT A4 – USE OF INTELLECTUAL PROPERTY

USE OF INTELLECTUAL PROPERTY

A. State: Preexisting 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 (State Agency or 3 rd Party)	Description	Nature of Restriction:
State	Simulator examination materials and electronic records related to the 2017 Trainee Program selection examination.	Materials are confidential to maintain the integrity of the publically-offered competitive examination

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

None or List:

Owner (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 publically-offered competitive examination.

EXHIBIT A5 - RÉSUMÉ/BIOSKETCH

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 has certificates from 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 Michael Noonan, Instructor and Simulations Manager

Captain Noonan is a U.S. Coast Guard Certified Radar/ARPA/Bridge Resource Management Trainer. He is the University's lead instructor and course developer for the State's Pilot Trainee Training Program. In addition, Captain Noonan leads the operations scheduling and maintenance of the University's ship simulators. He has strong skills in model and scenario development and has designed custom programs for numerous industry partners and professional clients.

Veronica Boe, Director, Extended Learning and MSSC

Ms. Boe the University's Director of Extension Services 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 ten 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

BUDGET FOR PROJECT PERIOD

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

	2018-19	2019-20
No-to-Exceed Hourly Flat Rate for Scenario Development ¹	\$ 150.00	\$ 150.00
Estimated Number of Hours	250	250
Estimated Scenario Development Cost	\$ 37,500.00	\$ 37,500.00
Hourly Flat Rate for Simulator Usage with Operator	\$ 350.00	\$ 350.00
Estimate Number of Hours	150	150
Estimated Simulator Usage Cost	\$ 52,500.00	\$ 52,500.00
Hourly Flat Rate Fee for Administrative and Additional Services Costs ²	\$ 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 Production ³	\$ 1,000.00	\$ 1,000.00
Total Fiscal Year Amount	\$ 94,000.00	\$ 94,000.00
Total Agreement Amount	\$ 188,000.00	\$ 188,000.00

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 and/or administrative/additional services 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 C – UNIVERSITY TERMS & CONDITIONS

CMA (AB20) STATE/UNIVERSITY MODEL AGREEMENT TERMS & CONDITIONS 518

The UTC-518 can be found at:

<http://www.dgs.ca.gov/ols/Resources/ModelContractLanguageUniversities.aspx>

EXHIBIT E – SPECIAL CONDITIONS FOR SECURITY OF CONFIDENTIAL INFORMATION

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.