

AGENDA Item No. \_\_\_\_\_ June 2, 2009

**COUNTY OF ALAMEDA  
PUBLIC WORKS AGENCY**

399 Elmhurst Street • Hayward, CA 94544-1307  
(510) 670-5480

May 19, 2009

The Honorable Board of Supervisors  
County Administration Building  
1221 Oak Street  
Oakland, CA 94612

Dear Board Members:

**SUBJECT:** APPROVE AND AUTHORIZE THE PRESIDENT OF THE BOARD OF SUPERVISORS TO EXECUTE CONTRACT NO. 3927, WITH CAD MASTERS, INC. FOR AUTODESK TRAINING AND TECHNICAL SUPPORT SERVICES

RECOMMENDATION:

Approve and execute Contract No. 3927, with CAD Masters, Inc. (Principal: Michelle Self, Location: Walnut Creek) for Autodesk Training and Technical Support Services for the period of June 2, 2009 through September 1, 2012, in the amount not to exceed \$290,000.

SUMMARY/DISCUSSION:

The Alameda County Public Works Agency (ACPWA) selected Autodesk's AutoCAD Civil 3D (C3D) software to be our civil design software for design of civil engineering projects.

ACPWA is currently using Autodesk's AutoCAD 2008 with Land Desktop Companion 2008 software for design of capital projects. It is anticipated that Autodesk will not provide technical support of this software after next year. As a result we are in the process of migrating to C3D as our civil design software. For successful migration and implementation of this highly complex civil design software we will need expert training and technical support. Through a competitive selection process, we determined CAD Masters, Inc. to be the best consultant to meet our training and technical support needs.

SELECTION CRITERIA AND PROCESS:

*A qualifications-based selection method as mandated by Government Code Sections 4525-4529.5 for selecting consultants was followed. A Request for Proposals (RFP) was issued on February 4, 2009 for consultants to provide the Autodesk Training and Technical Support Services. The RFP was placed on the Public Works' website and emailed to qualified firms derived by comparing the Public Works consultant database, the County's SLEB; and a list of Autodesk Authorized Training Centers for "infrastructure" obtained from and verified by Autodesk. Three firms submitted proposals. One (Microdesk, Inc., Fresno) was considered non-responsive as it was submitted late, not provided through the appropriate medium and did not include the original signed forms. Two firms were invited to make oral presentations before a four member selection committee.*

*The panel rated both the proposals and interviews based on formal written criteria.*

**Table 1: Consulting Firms**


<b>Consultant</b>	<b>Location</b>	<b>Local</b>	<b>SLEB</b>
<i>CAD Masters, Inc.</i>	<i>Walnut Creek</i>	<i>No</i>	<i>No</i>
<i>IDEATE</i>	<i>San Francisco</i>	<i>No</i>	<i>No</i>

*In accordance with Public Works Agency consultant selection guidelines, contract negotiations were entered with the top ranked firm.*

FINANCING:

There will be no net County Cost as a result of this action. Funding for this contract in the amount of \$290,000 is available and budgeted in the Road Department, Organization 270301, Account 610211, Professional and Specialized Services, Program 50600, Engineering and Construction; in the Land Development Department, Organization 270301, Account 610211, Program 50800, Training, Development Services; and in the PWA-IT Department, Organization 270301, Account 610211, Program 50332, CAD, Management Services.

Yours truly,

  
Daniel Wolfesenbet, Ph. D., P.E.  
Director of Public Works

DW:PC:dw

Attachments:

- c: Audrey Beaman, Deputy County Counsel
- Patrick O'Connell, Auditor-Controller
- Crystal Hishida-Graff, Clerk of the Board

**ATTACHMENT 1**

**Public Works Standard Services Agreement Summary for  
Autodesk Training and Technical Support Services**

June 2, 2009 through September 1, 2012

Vendor	Location	Estimated Dollar Value of Contract	
CAD Masters, Inc.	Walnut Creek	\$ 290,000	

**COUNTY OF ALAMEDA, STATE OF CALIFORNIA  
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of \_\_\_\_\_, 2009, is by and between the COUNTY OF ALAMEDA, hereinafter referred to as the "COUNTY," and CAD Masters, Inc, hereinafter referred to as the "Contractor."

**WITNESSETH**

Whereas, COUNTY desires to obtain Autodesk Training and Technical Support Services which are more fully described in Exhibit A hereto ("Autodesk Training and Technical Support Services"); and

Whereas, Contractor is professionally qualified to provide such services and is willing to provide same to COUNTY; and

Now, therefore it is agreed that COUNTY does hereby retain Contractor to provide Autodesk Training and Technical Support Services, and Contractor accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

- Exhibit A     Definition of Services
- Exhibit B     Payment Terms
- Exhibit C     Insurance Requirements
- Exhibit D     Debarment and Suspension Certification
- Exhibit E     Contract Compliance Reporting Requirements

The term of this Agreement shall be from June 2, 2009 through September 1, 2012.

The compensation payable to Contractor hereunder shall not exceed (*Two hundred - ninety thousand dollars*) (\$290,000) for the term of this Agreement.

**IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.**

COUNTY OF ALAMEDA

CONTRACTOR/COMPANY NAME

By: \_\_\_\_\_  
Signature

By: m. Self  
Signature

Name: \_\_\_\_\_  
(Printed)

Name: Michael Self  
(Printed)

Title: President of the Board of Supervisors

Title: CFO

Date: 5/12/09

Approved as to Form:

By: Cecrey Braman  
County Counsel Signature

Date: \_\_\_\_\_

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

## GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that Contractor is an independent contractor. Contractor is not the agent or employee of the COUNTY in any capacity whatsoever, and COUNTY shall not be liable for any acts or omissions by Contractor nor for any obligations or liabilities incurred by Contractor.

Contractor shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

Contractor shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold COUNTY harmless from any and all liability which COUNTY may incur because of Contractor's failure to pay such amounts.

In carrying out the work contemplated herein, Contractor shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as independent contractors and shall not be treated or considered in any way as officers, agents and/or employees of COUNTY.

Contractor does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with currently approved methods and practices in his/her field and that the sole interest of COUNTY is to insure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the COUNTY agency concerned.

Notwithstanding the foregoing, if the COUNTY determines that pursuant to state and federal law Contractor is an employee for purposes of income tax withholding, COUNTY may upon two week's notice to Contractor, withhold from payments to Contractor hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the COUNTY OF ALAMEDA, its Board of Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is any way connected with the performance of this agreement (collectively "Liabilities") except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. The COUNTY may participate in the defense of any such claim without relieving Contractor of any obligation hereunder.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Alameda County Employees' Retirement Association (ACERA) or California Public Employees' Retirement System (PERS) to be eligible for enrollment in ACERA and PERS as an employee of COUNTY, Contractor shall indemnify, defend, and hold harmless COUNTY for the payment of any employee and/or employer contributions for ACERA and PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of COUNTY.

3. **INSURANCE AND BOND:** Contractor shall at all times during the term of the Agreement with the COUNTY maintain in force those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.
4. **PREVAILING WAGES:** Pursuant to Labor Code Sections 1770 et seq., Contractor shall pay to persons performing labor in and about Work provided for in Contract not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract.
5. **WORKERS' COMPENSATION:** Contractor shall provide Workers' Compensation insurance, as applicable, at Contractor's own cost and expense and further, neither the Contractor nor its carrier shall be entitled to recover from COUNTY any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

**6. CONFORMITY WITH LAW AND SAFETY:**

- a. In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. Contractor shall indemnify and hold COUNTY harmless from any and all liability, fines, penalties and consequences from any of Contractor's failures to comply with such laws, ordinances, codes and regulations.
- b. Accidents: If a death, serious personal injury or substantial property damage occurs in connection with Contractor's performance of this Agreement, Contractor shall immediately notify the Alameda County Risk Manager's Office by telephone. Contractor shall promptly submit to COUNTY a written report, in such form as may be required by COUNTY of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Contractor's sub-Contractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of the accident and whether any of COUNTY's equipment, tools, material, or staff were involved.
- c. Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the COUNTY the opportunity to review and inspect such evidence, including the scene of the accident.

**7. DEBARMENT AND SUSPENSION CERTIFICATION: (Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).**

- a. By signing this agreement and Exhibit D, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.
- b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:
  - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
  - (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred,



suspended, declared ineligible, or voluntarily excluded from participation in such transaction.

8. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to Contractor as provided in Exhibit B hereto.
9. TRAVEL EXPENSES: Contractor shall not be allowed or paid travel expenses unless set forth in this Agreement.
10. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Contractor.
11. OWNERSHIP OF DOCUMENTS: Contractor hereby assigns to the COUNTY and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the COUNTY, the Contractor, the Contractor's sub-Contractors or third parties at the request of the Contractor (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

Contractor also hereby assigns to the COUNTY and its assignees all copyright and other use rights in any Documents and Materials including electronic copies stored in Contractor's Information System, respecting in any way the subject matter of this Agreement.

Contractor shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. Contractor agrees to take such further steps as may be reasonably requested by COUNTY to implement the aforesaid assignment. If for any reason said assignment is not effective, Contractor hereby grants the COUNTY and any assignee of the COUNTY an express royalty – free license to retain and use said Documents and Materials. The COUNTY's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not Contractor's services as set forth in Exhibit "A" of this Agreement have been fully performed or paid for.

In Contractor's contracts with other Contractors, Contractor shall expressly obligate its Sub-Contractors to grant the COUNTY the aforesaid assignment and license rights as to that Contractor's Documents and Materials. Contractor agrees to defend, indemnify and hold the COUNTY harmless from any damage caused by a failure of the Contractor to obtain such rights from its Contractors and/or Sub-Contractors.

Contractor shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the Contractor and incorporated into the work as set forth in Exhibit "A", and shall defend, indemnify and hold the COUNTY harmless from any claims for infringement of patent or copyright arising out of such selection. The COUNTY's rights under this Paragraph 11 shall not extend to any computer software used to create such Documents and Materials.

12. CONFLICT OF INTEREST; CONFIDENTIALITY: The Contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Contractor represents to and agrees with the COUNTY that Contractor has no present, and will have no future, conflict of interest between providing the COUNTY services hereunder and any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the COUNTY, as determined in the reasonable judgment of the Board of Supervisors of the COUNTY.

The Contractor agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Agreement for the COUNTY, will be kept confidential and not be disclosed to any other person. The Contractor agrees to immediately notify the COUNTY by notices provided in accordance with Paragraph 13 of this Agreement, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this Agreement. These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to the COUNTY hereunder.

13. NOTICES: All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Telex or facsimile transmission: When sent by telex or facsimile to the last telex or facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given by telex or facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To COUNTY: COUNTY OF ALAMEDA  
PUBLIC WORKS AGENCY  
399 Elmhurst Street,  
Hayward, California 94544  
Attn: Jane Ringot

To CONTRACTOR: CAD Master, Inc.  
1111 Civic Drive, Suite 130  
Walnut Creek CA 94596  
Attn: Drew Burgasser

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or telex or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

14. USE OF COUNTY PROPERTY: Contractor shall not use COUNTY property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
15. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS: Contractor assures that he/she/it will comply with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor, be excluded

from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.

- a. Contractor shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
  - b. Contractor shall, if requested to so do by the COUNTY, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
  - c. If requested to do so by the COUNTY, Contractor shall provide the COUNTY with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
  - d. Contractor shall recruit vigorously and encourage minority - and women-owned businesses to bid its subcontracts.
  - e. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act, which is prohibited by law.
  - f. The Contractor shall include the provisions set forth in paragraphs A through E (above) in each of its subcontracts.
16. **DRUG-FREE WORKPLACE:** Contractor and Contractor's employees shall comply with the COUNTY's policy of maintaining a drug-free workplace. Neither Contractor nor Contractor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any COUNTY facility or work site. If Contractor or any employee of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a COUNTY facility or work site, the Contractor within five days thereafter shall notify the head of the COUNTY department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.
17. **AUDITS; ACCESS TO RECORDS:** The Contractor shall make available to the COUNTY, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the COUNTY, and shall furnish to the COUNTY, its authorized agents, officers or

employees such other evidence or information as the COUNTY may require with regard to any such expenditure or disbursement charged by the Contractor.

The Contractor shall maintain full and adequate records in accordance with COUNTY requirements to show the actual costs incurred by the Contractor in the performance of this Agreement. If such books and records are not kept and maintained by Contractor within the COUNTY OF ALAMEDA, California, Contractor shall, upon request of the COUNTY, make such books and records available to the COUNTY for inspection at a location within COUNTY or Contractor shall pay to the COUNTY the reasonable, and necessary costs incurred by the COUNTY in inspecting Contractor's books and records, including, but not limited to, travel, lodging and subsistence costs. Contractor shall provide such assistance as may be reasonably required in the course of such inspection. The COUNTY further reserves the right to examine and reexamine said books, records and data during the three (3) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the COUNTY, and the Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for three (3) years after the COUNTY makes the final or last payment or within three (3) years after any pending issues between the COUNTY and Contractor with respect to this Agreement are closed, whichever is later.

18. DOCUMENTS AND MATERIALS: Contractor shall maintain and make available to COUNTY for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 11 of this Agreement. Contractor's obligations under the preceding sentence shall continue for three (3) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by COUNTY), and Contractor shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for three (3) years following the COUNTY's last payment to Contractor under this Agreement.
19. TIME OF ESSENCE: Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
20. TERMINATION: The COUNTY has and reserves the right to suspend, terminate or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the COUNTY should abandon, terminate or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to Contractor for its Autodesk Training and Technical Support Services shall not exceed \$290,000 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.
21. SMALL, LOCAL AND EMERGING BUSINESS PARTICIPATION: Contractor shall subcontract with *company name (street address, city, state; Principal, name)*, for

services to be provided under this Agreement in an amount of at least twenty percent (20%) (or adjust percentage if more than or less than) of the contract value of this Agreement in accordance with COUNTY's Small and Emerging Locally owned Business provision.

Participation of a small and/or emerging local business must be maintained for the term of this contract. Contractor shall not substitute the small and/or emerging local business(s) listed in this agreement without prior written approval from the COUNTY. COUNTY will be under no obligation to pay contractor for the percent committed to a small and/or local business if the work is not performed or not performed by the listed small and/or emerging local business. Said requests to substitute a small and/or emerging local business shall be submitted in writing to the County Purchasing Department, ATTN: Purchasing Manager, 1401 Lakeside Drive, 9<sup>th</sup> Floor, Oakland, CA 94612.

Contractor shall provide SLEB utilization reports when invoicing the COUNTY utilizing the Alameda County Compliance System. Contractor and Contractor's small and/or emerging local businesses participating as subcontractors on the awarded contract are required to use the COUNTY web-based compliance system as described in Exhibit E (Contract Compliance Reporting Requirements) to report and validate payments made by Prime Contractors to the certified small and/or emerging local businesses. It is the Contractor's responsibility to ensure that they and their subcontractors are registered and trained as required to utilize the Alameda County Contract Compliance System.

Contact the County Business Outreach and Contract Compliance Office at 1401 Lakeside Drive, 10<sup>th</sup> Floor, Oakland, CA, (510) 208-9617 if you have any other questions regarding utilization of the Alameda County Contract Compliance System.

*Alternate Language: Delete above two paragraphs and use the following alternate language if the prime contractor is a certified small or emerging local business.*

*Delete the following paragraph and use the above language if the prime contractor is not a certified small or emerging local business:*

SMALL, LOCAL AND EMERGING BUSINESS PARTICIPATION: Contractor has been certified by the COUNTY as a small or emerging local business. As a result, there is no requirement to subcontract with another business in order to satisfy the County's Small and Emerging Locally owned Business provision. However, should Contractor's status as a certified small or emerging local business change at any time during the term of this Agreement, Contractor shall comply with the County's Small and Emerging Local Business provision.

22. FIRST SOURCE PROGRAM: For contracts over \$100,000, Contractor shall provide COUNTY ten (10) working days to refer to Contractor, potential candidates to be

considered by Contractor to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the COUNTY that Contractor has available during the contract term before advertising to the general public.

23. CHOICE OF LAW: This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
24. WAIVER: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
25. ENTIRE AGREEMENT: This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between COUNTY and Contractor relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.
26. HEADINGS herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.
27. ADVERTISING OR PUBLICITY: Contractor shall not use the name of COUNTY, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of COUNTY in each instance.
28. MODIFICATION OF AGREEMENT: This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
29. ASSURANCE OF PERFORMANCE: If at any time COUNTY believes Contractor may not be adequately performing its obligations under this Agreement or that Contractor may fail to complete the Services as required by this Agreement, COUNTY may request from Contractor prompt written assurances of performance and a written plan acceptable to COUNTY, to correct the observed deficiencies in Contractor's performance. Contractor shall provide such written assurances and written plan within ten (10) calendar days of its receipt of COUNTY's request and shall thereafter diligently commence and fully perform such written plan. Contractor acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.

30. SUBCONTRACTING/ASSIGNMENT: Contractor shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the COUNTY's prior written approval.
- a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
  - b. Contractor shall use the subcontractors identified in Exhibit A and shall not substitute subcontractors without COUNTY's prior written approval.
  - c. Contractor shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between Contractor and its subcontractors.
31. SURVIVAL: The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 11), and Conflict of Interest (Paragraph 12), shall survive termination or expiration.
32. SEVERABILITY: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
33. PATENT AND COPYRIGHT INDEMNITY: Contractor represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software ("Contractor Products") provided to COUNTY under this Agreement infringe any patent, copyright or other proprietary right. Contractor shall defend, indemnify and hold harmless COUNTY of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, "Losses") arising out of or in connection with an assertion that any Contractor Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party. COUNTY will: (1) notify Contractor promptly of such claim, suit or assertion; (2) permit Contractor to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable Contractor to do so. Contractor shall not agree without COUNTY's prior written consent, to any settlement, which would require COUNTY to pay money or perform some affirmative act in order to continue using the Contractor Products.



- a. If Contractor is obligated to defend COUNTY pursuant to this Section 33 and fails to do so after reasonable notice from COUNTY, COUNTY may defend itself and/or settle such proceeding, and Contractor shall pay to COUNTY any and all losses, damages and expenses (including attorney's fees and costs) incurred in relationship with COUNTY's defense and/or settlement of such proceeding.
  - b. In the case of any such claim of infringement, Contractor shall either, at its option, (1) procure for COUNTY the right to continue using the Contractor Products; or (2) replace or modify the Contractor Products so that that they become non-infringing, but equivalent in functionality and performance.
  - c. Notwithstanding this Section 33, COUNTY retains the right and ability to defend itself, at its own expense, against any claims that Contractor Products infringe any patent, copyright, or other intellectual property right.
34. OTHER AGENCIES: Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The Contractor is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the Contractor elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.
35. SIGNATORY: By signing this agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

[END OF GENERAL TERMS AND CONDITIONS]

ADDITIONAL PROVISIONS

Instructions:

- *The following Additional Provisions must be approved by County Counsel:*
  1. TERMINATION OF AGREEMENT FOR CAUSE: If at any time COUNTY believes Consultant may not be adequately performing its obligations under this Agreement, that Consultant may fail to complete the Services as required by this Agreement, or has provided written notice of observed deficiencies in Consultant's performance, COUNTY may request from Consultant prompt written assurances of performance and a written plan to correct the observed deficiencies in Consultant's performance. Consultant shall provide such written assurances and written plan within ten calendar days of receipt of written request. Consultant acknowledges and agrees that any failure to provide written assurances and a written plan to correct observed deficiencies, in the required time, is a material breach under this Agreement.
  2. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.
  3. MODIFICATION: No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, including but not limited to any alteration or variation to Contractor's Project Management Team, as specified in Contractor's Proposal submitted for this project.
  4. No alteration or changes may be made in Contractor's Project Management Team, as specified in Contractor's Proposal submitted for this project, without the prior written approval of COUNTY.
  5. Section 21 "SMALL, LOCAL AND EMERGING BUSINESS PARTICIPATION..." does not apply to this contract. The Contractor is not certified by the COUNTY as a small or emerging local business, and the Contractor is not able to subcontract for services to be provided under this Agreement in accordance with COUNTY's Small and Emerging Locally owned Business provision. There are no companies within Alameda County with the Autodesk certification required to provide the services required in this agreement.

County Counsel Signature: Corey Braman Date: \_\_\_\_\_

**EXHIBIT A  
DEFINITION OF SERVICES**

1. Contractor shall provide Autodesk training and technical support expertise in the full implementation and support of the Autodesk’s AutoCAD and Civil Industry software packages (“Autodesk Training and Technical Support Services”) in accordance with the “Scope”, and the “Specific Requirements” sections with COUNTY’s Request for Proposal (“RFP”). Said sections of the RFP are attached hereto as Exhibits A-1 and A-2, respectively. Contractor shall also provide “Autodesk Training and Technical Support Services” in accordance with Contractor’s Proposal (dated March 16, 2009). Said Contractor’s proposal is attached hereto as Exhibit A-3.

a. In the event of any conflict (direct or indirect) among any of the above-referenced exhibits, the more stringent requirements providing the COUNTY with the broader scope of services shall have precedence, such that the scope of work described in the RFP sections and the scope of work described in Contractor’s proposal shall both be performed to the greatest extent feasible.

b. COUNTY and Contractor agree that the following Supplemental Provisions are incorporated into this Agreement, and that the Additional Provisions shall take precedence over inconsistent or conflicting provisions contained in the above-referenced exhibits.

2. Contractor project team will consist of the following Key Personnel and subcontractors, as applicable during the contract term:

Drew Burgasser, P.E., Vice-President	Project manager
Michelle Self, P.E., President	Principle-in-charge
Michael Self, Chief Operating Officer	Training scheduling & support resources
Matthew Sparks, P.E., Senior Application Engineer	Curriculum development, training assistance, technical support & work flow
Sean Arbic, P.E., Application Engineer	Civil 3D trainer & technical support
Kyle Kondo, P.E., Application Engineer	Curriculum development, Civil 3D trainer & technical support
Neil Bondy, P.E., Application Engineer	Technical Support
Paul Mari Petrowsky, P.E., Senior Programmer	CMI Standards Manager liaison & technical expert

Contractor agrees that it shall not transfer or reassign the individuals identified above as Key Personnel or substitute subcontractors without the express written agreement of COUNTY, which agreement shall not be unreasonably withheld. Should such individual or individuals in the employ of Contractor no longer be employed by Contractor during the term of this Agreement, Contractor shall make a good faith effort to present to COUNTY an individual with greater or equal qualifications as a replacement subject to COUNTY’s approval, which approval shall not be unreasonably withheld.

3. The approval of COUNTY to a requested change shall not release Contractor from its obligations under this Agreement.

**EXHIBIT A-1**  
**SCOPE**

This section provides an overview of the requirements of ACPWA for Autodesk software training and technical support services. The County anticipates implementation as follows:

1. Support Services

ACPWA is seeking a local Autodesk Value Added Reseller or Autodesk Premier Solutions Provider to provide technical support expertise in the implementation of the Autodesk Civil 3D. The services of the Bidder may include, but are not limited to:

- Assistance with the assessment of the current state of Autodesk Civil Design practices and assistance in determination of areas for improvement
- Assistance in prescribing optimal roles, workflows and drawing management.
- Leadership and/or participation in continuing Civil 3D “pilot” implementation
- Assistance with the Agency-wide implementation and rollout of the new solutions
- Identification and execution of any necessary configuration or customization of software including but not limited to assistance with the definition and deployment of standards, styles, templates supporting the types of civil projects that ACPWA produces
- ACPWA is in the process of developing templates based on ACPWA Standards and NCS template (which ships with AutoCAD Civil 3D) as it preferred standard. The Bidder may need to assist in this process. We would also consider using third party standards software such to support content management in AutoCAD Civil 3D. Purchase of software would be a separate purchase, not included in this contract.
- Providing a comprehensive support and follow up plan
- The development of ACPWA relevant custom training material

- Bidder will be responsible for customized software product training and materials, as well as software product/program support.
- Bidder must provide on-going support for ACPWA's current projects and older drawings created in AutoCAD Land Desktop/Land Desktop Companion software version 2000 to version 2009. Bidder must have the ability to work with our existing drawings and to upgrade our drawings to the current version of AutoCAD Civil 3D software on an as needed basis.
- **Included in our existing annual Autodesk software subscription is free technical phone and email support as follows:** "Free phone & email support for one full year & continues with every annual renewal. Includes questions related plotters, computers, operating systems, installation, and implementation." We would accept a bidder who is not currently our Autodesk technical support provider if they agree to provide free technical support via phone and email support as it applies to the items in their proposal.
- Support shall be on an as needed basis, and is to be billed at an hourly-rate. Support will be on-site on when requested by ACPWA. Support is not to exceed 110 days over the duration of the contract. ACPWA's estimate that we will use 50 days the first year of the contract, 30 days the second year of the contract, and 30 days the third year of the contract. **ACPWA will not reimburse the Bidder for travel time.**

## 2. Training

Bidder will be involved in planning and execution of Agency-wide customized training on the new standards and processes. Customized Autodesk training will be required for ACPWA staff to become proficient in the AutoCAD Civil 3D software the first year of the contract. And to keep ACPWA staff current the Bidder will provide customized update training for changes to the software and/or changes to our standards in second year and third year of the contract as needed. Bidder must provide training for new staff on AutoCAD and AutoCAD Civil 3D software, and training for staff on other Autodesk applications. Training for other Autodesk applications may include but are not limited to Raster Design, Autodesk Map 3D, and software overview for PW-ITD. Off-site training will be on an as-needed basis. The deliverables for this item will be:

- Bidder will use ACPWA standards and procedures to develop the customized training. Bidder will work with ACPWA to develop outlines

for all customized training classes and will submit an outline for ACPWA's comments at least (3) weeks prior to the training.

- Customized training by the Bidder at ACPWA's office for (56) users. The (56) users will include (1) staff person from PW-ITD invited as a liaison to attend the training.
  - Up to (3) days of beginning AutoCAD Civil 3D training, and (2) days of advanced AutoCAD Civil 3D training for each user in the first year of the contract.
    1. Beginning AutoCAD Civil 3D training – should be geared toward surveying and engineering design government professionals. Training should emphasize the basic civil engineering tools within AutoCAD Civil 3D as they apply to ACPWA standards and projects.
    2. Advanced AutoCAD Civil 3D training – should emphasize; CORRIDOR DESIGN including complex roads, berms, and channels, SITE DESIGN including advanced grading and daylighting techniques, and PIPE DESIGN.
  - ACPWA anticipates (1) day per year of customized AutoCAD/AutoCAD Civil 3D update training for each user in both the second year and third year of the contract.
- Off - site training at the Bidder's ACT for new staff (on AutoCAD and/or AutoCAD Civil 3D), and for staff on other Autodesk applications. Training for other Autodesk applications may include but are not limited to Raster Design, and Autodesk Map 3D. ACPWA anticipates approximately (45) days of off-site staff training over the duration of the contract. We anticipate using approximately (15) days in each year of the (3) year contract.
- Up to (1) day of customized AutoCAD Civil 3D software support/overview training for IT professionals will be provided by bidder for (5) users at ACPWA's office. The (5) users will consist of (3) PW-ITD staff and (2) Road Design and Flood Design staff. This class will be geared toward providing Autodesk software and network technical support for IT professionals. This training will be provided during the first year of the contract.

- Training manuals and certificates of completion will be provided to each person trained by the bidder for each class attended.

Upon completion of the items above, it is expected that sufficient experience and knowledge has been gained by County technical staff to provide on-going first line support and the ability complete projects using the current Autodesk Civil software within the County. Supplemental Bidder support would be provided only as required.

This undertaking constitutes a significant commitment for the County. One of the requirements for a successful long-term relationship between the County and the Bidder is excellent customer service. It is required that the bidder be able to provide services necessary to implement this contract. We envision a partnership between the County and Bidder with the common goal of a successful implementation. In order to provide this support it will be important for the Bidder to have resources with expertise on their product and also have the desire and ability to understand Alameda County and how it does business. It is expected that Bidder's responses clearly indicate how the proposed solution satisfies the requirements and provide a clear understanding of the amount of customization that would be necessary to accommodate unique County requirements for training and support.

The requirements included in each section contain specific desired capabilities. While these requirements are not all-inclusive, they are designed to ensure coverage of the topic. The Bidder should review and carefully consider each of these requirements and be able to provide for them.

## EXHIBIT A-2 SPECIFIC REQUIREMENTS


This section describes ACPWA's specific requirements of the bidder. Bidder must have experience in developing standards, customizing the software, and creating/deploying network configurations. Bidder must have successfully installed an Autodesk application in a Windows Vista environment. Bidder must have successfully also installed an AutoCAD Civil 3D in either a Vista Windows or XP, and the application must be properly functioning environment at the time of bid submittal (NO EXCEPTIONS).

### Minimum Vendor Qualifications

- Bidder shall possess all permits, licenses and professional credentials necessary to supply product and perform services as specified under this RFP.
- Bidder shall be regularly and continuously engaged in the business of providing Autodesk certified training and technical support for at least three (3) years in Autodesk Civil applications including AutoCAD, AutoCAD Map, Raster Design, AutoCAD Civil 3D and AutoCAD Land Desktop/Land Desktop Companion. This support includes answering technical questions, drawing support, related plotters, computers, operating systems, installation, standards, and implementation.
- Bidder must be either an Autodesk Premier Solutions Provider or an Autodesk Value Added Reseller. Although an Autodesk Premier Solution Provider with focus on the Civil Industry is strongly preferred. The following table from the Autodesk website explains the differences:



## Autodesk

Also, look for the PSP logo  in your search results when you locate a reseller.

### What Sets PSPs Apart?

PSP status is granted on an industry basis, such as building, civil engineering, manufacturing, and so on. This ensures that each PSP is a true specialist, an expert with certified technical and commercial know-how in a specific industry.

Further, PSP staff members are either graduates of their field or possess equivalent industry experience, so they can help you implement the right combination of technologies to meet your business needs. PSPs meet rigorous program requirements, set by Autodesk, to help customers maximize the potential of their new Autodesk solutions.

This chart provides a quick view of the additional skills PSPs must offer in order to be granted PSP status.

Service Category	Premier Solutions Providers	Authorized Reseller
Sales Specialist trained to assist customers find the right products for their needs	■	■
Application Expert trained to show support and train customers in the proper use of authorized software	■	■
Product Expert who has passed the rigorous certification exams for key products	■	■
Technical Expert who is focused exclusively on a single industry (building, civil, manufacturing, etc.) to provide better customer support	■	
Highest level of reseller accreditation	■	
Additional sales and technical personnel focused exclusively on a single industry	■	
Authorized Training Center providing regularly scheduled training classes	■	
Successful track record guiding customers to implement solutions to achieve expected ROI. Reseller can provide customer references and testimonials attesting to their level of expertise and commitment to customer success	■	
Service Accredited Support Personnel	■	

- Bidder must be able to provide both in-house training at our facility and have regularly scheduled beginning and advanced classes in AutoCAD and

in AutoCAD Civil 3D at the Bidder's Autodesk Authorized Training Center (ATC.)

- For in-house training bidder must be able to provide current laptop computers with all the necessary Autodesk software and Windows Vista software, and configured to ACPWA's specification.
- Training at the Bidder's ATC for beginning and advanced classes in AutoCAD and AutoCAD Civil 3D must be provided on a regular basis at least two (2) times per year. Other training as offered at Bidder's ATC such as AutoCAD Map 3D or Raster Design must also be offered on a regular basis. Please provide a current training schedule.
- Bidder's trainers must be Autodesk certified in the application they are teaching. For both support and training the bidder's staff must include a California State Register Civil Engineer with current registration. It is optional for the staff to include a California State Licensed Surveyor. Please submit staff resumes.
- Proximity is an important requirement for both training and technical support. Response time for on-site support must be within (24) hours. The bidder's ATC must be within (40) miles of our Elmhurst Building location. **ACPWA will not reimburse the bidder for travel time.**
- Bidder must provide on-going support for AutoCAD Land Desktop Companion software versions 2008 and 2009, even in the event that Autodesk stops supporting the software. It is most important that current projects and older drawings created in AutoCAD Land Desktop/Land Desktop Companion software version 2000 to version 2009 is to be supported by the bidder. Bidder must have the ability to work with our drawings and to upgrade our drawings to the current version of the AutoCAD Civil Software as needed.

**EXHIBIT A-3**

**CONTRACTORS PROPOSAL**

**Dated: March 16, 2009**



*CAD Masters, Inc.*  
1111 Civic Drive, Suite 130  
Walnut Creek, CA 94596  
925-939-1378

Alameda County  
Public Works Agency

*Autodesk Training and Technical Support Services*

Response to Request for Proposal

**CAD Masters, Inc.**

1111 Civic Drive, Suite 130  
Walnut Creek, CA 94596  
925.939.1378

Primary Contact: Drew Burgasser, P.E.  
[drew@cadmasters.com](mailto:drew@cadmasters.com)



*CAD Masters, Inc.*  
1111 Civic Drive, Suite 130  
Walnut Creek, CA 94596  
925-939-1378

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*CAD Masters, Inc.*  
1111 Civic Drive, Suite 130  
Walnut Creek, CA 94596  
925-939-1378

## **C. Cover Letter**

March 16, 2009

Ms. Jane Ringot and Mr. Paul Crawford  
Alameda County Public Works Agency  
399 Elmhurst Street  
Hayward, CA 94544  
Email: [janer@acpwa.org](mailto:janer@acpwa.org) or [paulc@acpwa.org](mailto:paulc@acpwa.org)  
Fax: (510) 782-1939

Dear Ms. Ringot and Mr. Crawford:

Thank you for the opportunity to respond to your RFP for the ACPWA Autodesk Training and Technical Support Services. This is an exciting time for the Public Works Agency. We believe that you are making the right decision in moving towards AutoCAD Civil 3D 2009. We also applaud your decision to create a detailed implementation plan to be executed by a focused implementation team.

Enclosed is our Proposal for Services prepared in accordance with the guidelines detailed in your RFP. CAD Masters, Inc. (CMI) has unmatched experience and enthusiasm for this initiative. We believe that the CMI team is the best choice for a trusted business partner for the following reasons:

- Our team understands that this must be a collaborative effort between your core team and our team. Your core team has the expertise in projects typical to ACPWA and your business methods. Our team has the expertise in Civil 3D workflow, templates, styles, settings, training, installation, programming, etc. Together, we can execute a plan which leverages both your strengths and ours.
- Our team understands the need for a custom implementation plan based on your specific project work and organizational structure. One size does not fit all. Together with your core team, we will develop a custom training plan with custom course materials to ensure a successful implementation.
- Our knowledge and passion for AutoCAD Civil 3D is second to none. We will not stop until a problem is solved or a workaround is found. Our goal will be for your team to share our enthusiasm for the software.
- CMI participated in the development of the standards, styles, templates, and workflow procedures that will be used for the agency-wide Civil 3D implementation. With CMI leading your implementation team, the transition from development of content and initial training to agency-wide implementation will be seamless.
- Our project management team has outstanding breadth and depth of expertise, supported by an extended team of experts in training, support, and programming. Most of the members of our team have already formed meaningful relationships with many of your staff. We have a jumpstart on trust and respect, critical for consensus and buy-in from all team members.



*CAD Masters, Inc.*  
1111 Civic Drive, Suite 130  
Walnut Creek, CA 94596  
925-939-1378

Regarding ACPWA criteria required for this proposal, please accept the following:

CAD Masters, Inc. is a California Corporation established in October of 1994. Our corporate office, and also the location from which goods/services will be derived, is located at:

1111 Civic Drive, Suite 130  
Walnut Creek, CA 94596  
925-939-1378 Main  
925-939-1380 Fax  
925-939-1399 Tech Support

Authorized RFP Response Contact:  
Mr. Drew Burgasser, P.E.  
Vice President  
Office address and phone at left  
email: [drew@cadmasters.com](mailto:drew@cadmasters.com)

Tax ID No.: 68-0343512

Additional Authorized RFP Contacts:

Michelle Self, P.E.  
President  
email: [michelle@cadmasters.com](mailto:michelle@cadmasters.com)

Michael Self  
CFO  
email: [mikes@cadmasters.com](mailto:mikes@cadmasters.com)

CAD Masters, Inc. is in good standing with the State of California and has all necessary licenses, permits, certifications, approvals, and authorizations necessary in order to perform all of its obligations in connection with this RFP. CAD Masters also accepts all of the conditions and requirements contained in this RFP except where specifically indicated in our response.

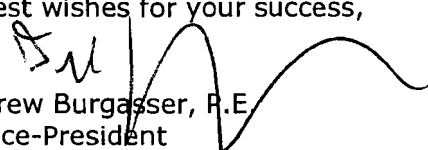
CAD Masters, Inc. has successfully implemented AutoCAD Civil 3D for many public agencies and private companies throughout the Western United States. The software has been implemented on supporting operating systems (Windows XP Pro or Vista Business). References are included in this response to the RFP.

CAD Masters, Inc. is an Autodesk Premier Solutions Provider in Civil Engineering at our Walnut Creek location. We are also an Authorized Autodesk Training Center (ATC) for Autodesk Infrastructure Solutions. Please see attached certifications and training schedule.

CAD Masters, Inc. will endeavor to provide all services with a priority for green sustainable practices. All course materials, as well as this proposal, will be printed on recycled paper. Support will be provided via phone and live net-meeting whenever appropriate to limit unnecessary travel. All computers and materials will be hand delivered and so no packaging materials will be used.

The enclosed proposal will remain valid for 90 days. Should you have any questions or require any additional information, please do not hesitate to contact me by phone at (925) 939-1378 or via e-mail at [drew@cadmasters.com](mailto:drew@cadmasters.com). We look forward to working with ACPWA on this project.

Best wishes for your success,

  
Drew Burgasser, P.E.  
Vice-President

## CAD Masters Training

### AutoCAD Level I

3-Day training: \$975 offered from 9am to 5pm starting dates below:

#### Walnut Creek

3/23/2009  
4/20/2009  
5/18/2009  
6/22/2009  
7/13/2009  
8/10/2009  
9/9/2009

#### Sacramento

4/6/2009  
5/4/2009  
6/1/2009  
6/29/2009  
7/27/2009  
8/24/2009

### AutoCAD Level II

2-Day training: \$650 offered from 9am to 5pm starting dates below:

#### Walnut Creek

3/30/2009  
4/27/2009  
6/1/2009  
6/25/2009  
7/20/2009  
8/17/2009

#### Sacramento

4/13/2009  
5/11/2009  
6/8/2009  
7/6/2009  
8/3/2009  
8/31/2009

### AutoCAD Level III

1-Day training: \$325 offered from 9am to 5pm starting dates below:

#### Walnut Creek

4/3/2009  
6/3/2009  
7/24/2009

#### Sacramento

5/1/2009  
6/26/2009  
8/21/2009

### AutoCAD Update

1-Day training: \$325 offered from 9am to 5pm starting dates below:

#### Walnut Creek

4/2/2009  
6/4/2009  
7/23/2009

#### Sacramento

4/30/2009  
6/25/2009  
8/20/2009

## Civil 3D Training

### Civil 3D Introduction

3-Day training: \$1,125 offered from 9am to 5pm starting dates below:

#### Walnut Creek

4/6/2009  
5/11/2009  
6/8/2009  
7/6/2009  
8/3/2009  
8/31/2009

#### Sacramento

3/30/2009  
4/27/2009  
5/27/2009  
6/22/2009  
7/20/2009  
8/17/2009

### Civil 3D Advanced

2-Day training: \$750 offered from 9am to 5pm starting dates below:

#### Walnut Creek

4/9/2009  
6/4/2009  
7/30/2009

#### Sacramento

5/7/2009  
6/30/2009  
7/1/2009  
8/27/2009

### AutoCAD Map 3D

2-Day training: \$750 offered from 9am to 5pm starting dates below:

#### Walnut Creek

5/7/2009  
6/29/2009  
8/27/2009

#### Sacramento

4/9/2009  
6/4/2009  
7/30/2009

### Land Desktop Level I

2-Day training: \$750 offered from 9am to 5pm starting dates below:

#### Walnut Creek

3/19/2009  
5/14/2009  
7/9/2009  
9/3/2009

#### Sacramento

4/16/2009  
6/11/2009  
8/6/2009



**Land Desktop Civil Design**

3-Day training: \$1,125 offered from 9am to 5pm starting dates below:

**Walnut Creek**

4/15/2009  
6/10/2009  
7/27/2009

**Sacramento**

3/18/2009  
5/13/2009  
7/8/2009  
8/5/2009  
9/2/2009

**Civil 3D Update**

1-Day training: \$400\* offered from 9am to 5pm starting dates below:

**Walnut Creek**

4/29/2009  
6/17/2009  
8/19/2009

**Sacramento**

3/24/2009  
5/19/2009  
7/14/2009  
9/8/2009

**Building Design Training****AutoCAD Architecture**

2-Day training: \$750 offered from 9am to 5pm starting dates below:

**Walnut Creek**

4/30/2009  
6/18/2009

**Sacramento**

4/2/2009  
6/4/2009  
7/23/2009

**AutoCAD MEP (formerly Building Systems)**

2-Day training: \$750 offered from 9am to 5pm starting dates below:

**Walnut Creek**

3/26/2009  
5/21/2009  
7/16/2009  
9/10/2009

**Sacramento**

4/23/2009  
6/18/2009  
8/13/2009

**Raster Design**

1-Day training: \$375 offered from 9am to 5pm starting dates below:

**Walnut Creek**

6/16/09  
9/8/09

**Sacramento****Revit Architecture (Starting 2009)**

3-Day training: \$1,125 offered from 9am to 5pm starting dates below:

**Walnut Creek**

4/22/2009  
6/10/2009  
8/12/2009

**Sacramento**

3/25/2009  
5/20/2009  
7/15/2009  
9/9/2009

**NavisWorks Fundamentals**

1-Day training: \$375 offered from 9am to 5pm starting dates below:

**Walnut Creek**

3/19/2009  
5/14/2009  
7/9/2009  
9/3/2009

**Sacramento**

4/15/2009  
6/10/2009  
8/5/2009



**SECRETARY OF STATE  
 CERTIFICATE OF STATUS  
 DOMESTIC CORPORATION**

I, **BILL JONES**, Secretary of State of the State of California, hereby certify:

That on the **1th day of October, 1994**, **CAD MASTERS, INC.** became incorporated under the laws of the State of California by filing its Articles of Incorporation in this office; and

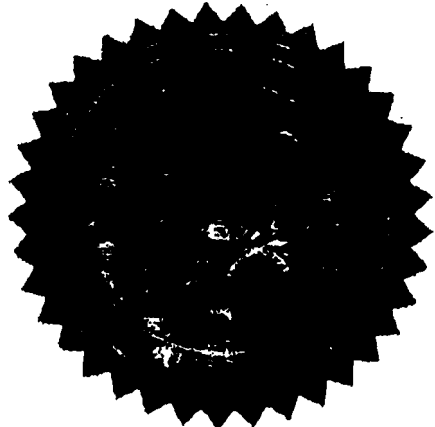
That no record exists in this office of a certificate of dissolution of said corporation nor of a court order declaring dissolution thereof, nor of a merger or consolidation which terminated its existence; and

That said corporation's corporate powers, rights and privileges are not suspended on the records of this office; and

That according to the records of this office, the said corporation is authorized to exercise all its corporate powers, rights and privileges and is in good legal standing in the State of California; and

That no information is available in this office on the financial condition, business activity or practices of this corporation.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of October 3, 2001.



*Bill Jones*  
**BILL JONES**  
 Secretary of State

sk



## PROCUREMENT DIVISION

Office of Small Business and DVBE Services

707 Third Street, 1st Floor, Room 400 \* PO Box 989052

West Sacramento, California 95798-9052 \* (800) 559-5529

SB APP 20060725

July 25, 2006

REF# 0024302  
CAD MASTERS INC  
1900 OLYMPIC BLVD STE 100  
WALNUT CREEK CA 94596

Dear Business Person:

Congratulations on your certified small business status with the State of California. Your certification entitles you to benefits under the state's Small Business Participation Program within state contracting, including a five percent bidding preference and special provisions under the Prompt Payment Act.

### Certification period

Your certification period for each side is:

Industry

NON-MANUFACTURER  
SERVICE



### Annual Submission Requirement

To maintain your certified status, you must annually submit to the Office of Small Business and DVBE Services (OSDS), proof of annual receipts and proof of employees for your firm and each of your affiliates (if any).

#### Proof of Annual Receipts

Submit to OSDS, a copy of your firm's and any affiliate firm's ENTIRE federal tax return each year following your certification. Include ALL accompanying schedules, forms, statements, and any other support documents filed with that specific tax return.

If you request a tax filing extension with the Internal Revenue Service, submit to our office a copy of the extension form. When your tax returns are filed, submit a copy of the entire federal tax return to our office.

#### Proof of Employees

If you have employees whose taxable wages are reported to the California Employment Development Department (EDD) on a quarterly basis, you must annually submit to our office along with your proof of annual receipts, proof of employees for your firm and any affiliates.

We will accept a copy of the EDD's "Quarterly Wage and Withholding Report" (Form DE6) or other format accepted by the EDD. Your employee documents must cover the same four quarters as the tax return you submit for your proof of annual receipts.

If you have out-of-state employees, submit the employee documentation comparable to EDD's "Quarterly Wage and Withholding Report" for the same four-quarter period.

#### Maintaining Your Online Certified Firm Profile

June 4, 2004

autodesk

Michelle Self, P.E.  
CAD Masters, Inc.  
1900 Olympic Blvd, #100  
Walnut Creek, CA 94596

70090448

Dear Ms. Self:

Congratulations! CAD Masters, Inc. has been approved as an Autodesk Premier Solutions Provider – Civil Solutions & Mapping Specialist in your Walnut Creek location effective immediately. As an Autodesk Civil Solutions & Mapping Specialist, CAD Masters, Inc. represents the best of the best of Autodesk Authorized ISD Resellers. Your hard work and dedication to the ISD line of Autodesk products is outstanding in our eyes as well as your customers. With this elevated status come benefits as well:

- Eligible for another 1% of earnbacks for your ISD sales if you achieve target
- Preferred status for those ISD leads in the approved locations area that have no current resellers of record
- New Civil Solutions & Mapping Specialist logo that you can use on your website, or in any marketing collateral (some restrictions apply)
- Banners and a plaque for each location that has been approved as a Civil Solutions & Mapping Specialist
- Media release announcing CAD Masters, Inc. as an Autodesk Premier Solutions Provider – Civil Solutions & Mapping Specialist in Walnut Creek
- Priority in the Autodesk Reseller Lookup – your company name will appear at the top of the list as well as noting your PSP status

If you have any questions regarding the PSP Addendum or any other PSP requirements, please contact your Regional Channel Sales Manager, Lawrence Lahl at 415-507-6220 or your Channel Support Representative, Pam Cox at 415-507-6236.

We look forward to a successful FY05!

Sincerely,



Dave Rhodes  
Vice President, ISD Sales

# Authorized Training Center

Autodesk

## 2007 ATC Program Premier Tier

Autodesk, Inc., recognizes this organization as an Autodesk Authorized Training Center (ATC®) meeting strict standards of excellence for delivering instructor-led training.

The ATC network is the premier channel for delivering high-quality Autodesk product training to business and industry professionals.

ATC Name **CAD Masters, Inc.**

Company

City, State **Walnut Creek CA**

Location



Carl Bass  
President, Chief Executive Officer

Certificate No.

**Autodesk**  
Authorized Training Center

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## **D. Letter of Transmittal**

### **Methodology**

CAD Masters has very specific ideas about best practices for workflow, design procedures, and CAD standards. We have seen different approaches in large companies and small. We have experienced the differences between grass roots technology efforts and heavy handed corporate mandates. Our ideas regarding best use of C3D have changed as the technology has changed; adapting to best leverage the available tools within the organizations we serve. In the areas of CAD standards and C3D styles, our opinions were strong enough to develop our own software solutions to meet the needs of our clientele in the most efficient way possible. Despite our preferences, each of our clients has a different corporate personality, different strengths, different project loads, and different personnel resources. CMI will bring our vast experiences to bear on the ACPWA Civil 3D Implementation, but we will work to understand ACPWA at the level necessary to make recommendations to suit ACPWA's specific needs.

Workflows and procedures are extremely important to the success of projects with Civil 3D. CMI has many ideas regarding best practices in this area from Vault vs. data shortcuts to modularization of drawings and data. Every detail will be addressed, documented, and taught for consistency in practices and seamless collaboration. CAD standards play a large part in this also, and CMI has unparalleled experience in developing templates. We are also second to none in depth of understanding of C3D styles. We have even participated directly with the Autodesk development team on their refinement and expansion of styles to address all aspects of the design.

Of course there are many other issues to be considered, and we have much more information to share regarding the best practices and successes we have experienced first hand. We are excited about working with ACPWA on their C3D Implementation.

### **Project Management Approach**

The success of this project ultimately will depend upon the skill and commitment of the people involved. Our commitment is to manage our projects to exceed our clients' expectations. CMI will provide ACPWA not only a strong Project Manager, but an experienced Civil 3D implementation team. Our management and key staff offer years of experience in managing CAD projects and C3D implementations.

The ACPWA Core Team will be defined by ACPWA. ACPWA will specify their core leaders and their Project Manager to act as a primary point of contact for communication and for any requests to delegate tasks to the ACPWA Core Team. CMI will follow whatever protocols are dictated by ACPWA regarding interaction with the ACPWA Core Team.

Key factors in CMI's approach to the management of this project include the following:

- **Frequent Communication** – We will hold biweekly (or otherwise determined) project management meetings or conference calls between the ACPWA Project Manager and the CMI Project Manager. The purpose of these meetings will be to discuss the tasks at hand and assure that these tasks are moving forward on the critical path.



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- **Project Tracking and Reporting** – We will closely monitor the project scope, budget, and schedule using the appropriate electronic means and report on progress during the project management meetings.
- **Role of Principal-in-Charge** – The CMI Principal-in-Charge will ensure that the CMI Project Manager has the corporate resources needed to get the job done, ensure quality control of the overall project, contribute technically where appropriate, and serve as a sounding board for project issues for both the CMI Project Manager and the ACPWA Project Manager.

The keys to a successful C3D implementation are to build consensus by providing opportunities for input among all team members; to adjust direction without losing control of the project in terms of scope, schedule, and budget; and to make and follow-through with key decisions in a timely manner with full communication and buy-in from the larger team.

Our Project Manager, Drew Burgasser, has repeatedly demonstrated his ability to manage projects of this type, build consensus, and keep project scopes, budgets, and schedules on track. He will manage the ACPWA Core Team and the CMI team as a unified task force, seeking advice from the broad array of available experts, building consensus within the team, and delegating responsibility where appropriate. He will shoulder responsibility for all decisions and deliverables produced during this engagement. He will coordinate closely with the ACPWA Project Manager and members of the ACPWA Core Team through regular meetings and conference calls. Mr. Burgasser will bring his considerable skills, background and experience as well as his many strong relationships and resources to bear on this project.

### **Project Data and Correspondence**

CMI will maintain a data structure on our servers in our Walnut Creek office of all project and client correspondence, project data and deliverables.

**Correspondence:** The majority of client correspondence will be via email. Sent and received emails will be saved in our project folder. If there are important notes from telephone conferences or meetings, those will be transcribed and saved in the project folder also. All files will be stored with the date at the beginning of the filename:

YYYY-MM-DD Filename.x

Some sets of correspondence may be segregated into topic or process specific sub-folders.

ACPWA may request a complete copy of all correspondence on disk at any time.

**Deliverables:** Project deliverables will be stored with revision levels. Research notes and other project data created during the engagement will also be stored. In the event that ACPWA is responsible for some of the deliverables (standards content, sample projects, support issues, course material review) these deliverables will be given to CMI at each progress meeting and they will be stored on CMI servers with the rest of the project data. Anything supplied by ACPWA will be owned by ACPWA and will not be distributed by CMI outside of this confidential arrangement, unless specifically authorized by ACPWA.



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## **E. Executive Summary**

CAD Masters, Inc. (CMI) submits the following in response to the Request for Proposal from ACPWA for their Autodesk Training and Technical Support Services (ATTSS). ACPWA has decided to implement AutoCAD Civil 3D software for their survey and engineering projects. CMI has the skills and experience to be a trusted advisor and partner to the team at ACPWA in executing this project.

The engagement will encompass the entire lifecycle of the ATTSS from implementation and training to long term support and maintenance. We see this unfolding in several phases as follows:

### **Pilot Project Support & Findings**

Prior to commencing or during the ATTSS, the ACPWA core team may be engaged in a pilot project. The purpose of a pilot project is to use the software for the first time on a real project. This will give the core team and their consultant an opportunity to see the results of the content development and core training. Accordingly, revisions can be done to the content based on these results.

Using the pilot project findings and feedback, we can determine future work needed in the following areas:

- External-to-CAD Workflow
- Standards, Styles, Templates, and Internal-to-CAD Workflow
- Training Material Content

CMI will also provide support and mentoring for the users working on the pilot project.

### **Development of Training Curriculum and Materials**

During this phase, we will develop a comprehensive training curriculum for survey and design. The curriculum will be customized based on ACPWA content, workflow, and project types. The curriculum will include outlines, materials, and the real-world examples that will be used for the training. CMI will work with the ACPWA core team to plan the development and execution of the training program.

### **Software Configuration, Deployment, and Installation**

During this phase, we will work with PW-ITD to setup and execute a configuration and deployment plan for the software. The software will be customized to take advantage of the content developed as part of the implementation. It's critical that the software be ready for use when a user returns from training. Accordingly, a plan with timeline for both training and deployment will be developed.

We will also execute a one day training class for PW-ITD staff so that they have the education and tools necessary to support the efforts of the users.





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### **Agency-Wide Training**

During this phase, we will execute the agency-wide training in partnership with the core team. CMI will continue to provide ongoing project support and continue to work with ACPWA to fine tune the content.

### **On-going Support, Training, and Sustainability**

During this phase, we will continue to support users via phone, internet, and on-site as they use the software. We will also provide off-site training as necessary for new staff or for other applications like AutoCAD Map or Raster Design. Update training will be provided for new releases of AutoCAD Civil 3D in future years.

### **Benefits of the ATTSS**

The following are just some of the benefits CMI has experienced on other implementation projects and so expects for the ACPWA from this move to AutoCAD Civil 3D:

- The County will see a reduction in errors and omissions for their survey and civil engineering projects. This reduction in errors will positively effect construction by reducing costs and completing projects on time.
- The County will be able to make design changes quickly and easily even at the 90% stage, again because of the dynamic model in Civil 3D. The relationships between the objects allow for changes that will automatically be reflected downhill.
- The County will see a reduction in time and staffing requirements needed to complete projects. The dynamic model and its resulting automated labeling will make drafting less important and less time-consuming.
- CMI and the ACPWA development team will deliver a set of standards, styles, templates, and workflow (SSTW). The SSTW will be given to consultants so that they can also deliver projects or components of projects in accordance with ACPWA standards. Standards compliance will be much easier.
- The 3d model is a byproduct of the design process. This 3d model can be used for presentation to the decision makers and the residents of Alameda County.
- The County will be able to explore opportunities for sustainable design and green certified projects with map analysis tools, accurate volume calculations, quantity takeoffs, and automated machine control.
- With the dynamic model, the County will be able to explore integrated project delivery (IPD) with their contractors with technologies such as automated machine control and guidance.
- The County will be utilizing the most productive civil engineering software solution on the market. This will allow you to provide the best service possible for your customer: the residents of Alameda County.
- Civil 3D is software that can be very enjoyable to use. Users will spend more time designing and less time drafting. Content users are more productive.



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## **F. CMI Qualifications and Experience**

**History:** Michelle Self, P.E. began consulting and training Autodesk products in 1990 and started a sole proprietorship, MS Consulting Engineers, in 1992. Michelle and her husband Mike incorporated the business as CAD Masters, Inc. in 1994, opening offices in Walnut Creek, CA. CAD Masters opened their second training center in Sacramento in 1996, and became an Autodesk Authorized Reseller in 1997. In 2001, CAD Masters added a computer hardware retail store, CompuMart, and became a Licensed General Building Contractor.

**Autodesk Accreditation:** CAD Masters has been recognized as a valued partner by Autodesk in many ways. We are a Premier Solutions Provider in Civil Engineering, an Authorized Training Center, a Civil 3D Implementation Certified Expert, and a member of the Autodesk Developer Network. CAD Masters received Autodesk's top award for Customer Loyalty in 2008. CMI specializes in civil engineering and building design. We sell and support all Autodesk products in the AEC and Geospatial marketplace. We are experts in the use of Civil 3D as we have been working with this technology since the days of DCA Engineering Software. We work closely with the Autodesk Civil 3D development team because of our CMI Standards Manager application and we recently returned from a comprehensive testing of their v2010 product.

**Engineering:** Our staff consists of Registered Civil Engineers who are also CAD and IT experts. Not only do we sell and teach Autodesk software products, we regularly use them for design. We subcontract design projects from our clients, assist them with their projects in a training environment, and act as prime on many of our own design/build projects. Our practical engineering experience includes subdivision and commercial site design, road design and rehabilitation, pipelines, landfills, wetlands rehabilitation, residential structures, and much more. We are working to become leaders in the sustainable design arena as well. All of our design work is completed using BIM technology and our latest project will be LEED certified.

**Hardware and Networks:** Our computer hardware and network expertise is also extensive. From our CompuMart store, we build servers and computers specifically designed for CAD. We build, install, configure, and support complete server/client networks including all peripheral equipment for WAN, internet, exchange, plotting, and more. We even pull wire. This extensive background in the most technical aspects of the backbone of a CAD system allows us to better troubleshoot and plan for whatever problems might arise.

**Software Sales and Training:** CAD Masters sells, supports and trains all of the following Autodesk products:

- AutoCAD and AutoCAD LT
- Raster Design, 3ds Max, Navisworks
- AutoCAD Map 3D, Topobase, and MapGuide
- AutoCAD Civil 3D, and Land Desktop
- AutoCAD Architecture and AutoCAD MEP
- Revit Architecture and Revit MEP

For most of our training courses, we use course materials we have developed in-house during the many years of experience training in our industry. Because we own them, these materials are easily customized to incorporate specific project data, or a specific company standard or



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workflow. The course materials include quick reference cards and workflows for complex processes. CAD Masters has two training locations in Northern California with large comfortable workstations, state of the art computers, and large format plotters. We also regularly provide training on-site at our client offices.

**Program Development:** CAD Masters has developed several applications to enhance the capabilities of Autodesk products. CMI Tools is an application that specifically enhances Civil 3D. CMI Standards Manager automates the implementation of CAD standards within any AutoCAD platform. Our programmers work closely with the Autodesk development teams and are currently working on feature sets designed specifically to help with the management of Civil 3D styles. For more information on the specific features of these products, please visit our website at [www.cadmasters.com](http://www.cadmasters.com).

**Consulting, Implementation, and Support:** CAD Masters' varied background in all aspects of CAD systems and engineering gives us unique abilities to plan, implement, and support complex CAD initiatives. We understand not only the intricate details of hardware, software, and engineering, but also the relationships and interactions between them. We work with clients on all aspects of CAD Management from network and workstation hardware through end user training and support. We assist with all aspects of implementation from staff skills analysis through workflow and standardization. We have solved thousands of technical problems and when a problem could not be solved, we've helped to provide workarounds in addition to working closely with Autodesk to fix these issues in future releases.

And Civil 3D is our specialty. We understand how it works at the most detailed programming level. We understand how it's used at a professional engineering level. We appreciate it for what it can accomplish in terms of increased efficiency, better designs and future sustainability because we have moved ourselves and many of our clients through the implementation process and have experienced great success.

CAD Masters has extensive experience with all of the following with respect to Civil 3D:

- Planning for hardware and network backbone requirements, Vault, Riverbed, and more
- Planning and development of CAD standards, document mgmt, project workflow, QA/QC
- Planning and development of CAD design workflow and procedures
- Software sales and maintenance
- Software deployment and configuration
- Staff skills analysis for hiring or for training placement
- Curriculum development and customization
- Comprehensive software training
- Project engineering and consulting / training services during project
- Ongoing software and project design support
- Ongoing administrative support for asset management and license files

For specific implementation examples, please see Appendix C and D: References.



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## **G. Key Personnel – Qualifications and Experience**

**\* Note: This section is considered confidential and should be treated as such by ACPWA**

The address, telephone, and fax number for all personnel listed here is as follows:

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Walnut Creek, CA 94596  
925-939-1378 p  
925-939-1380 f

### **Drew Burgasser, P.E., Vice-President**

B.A., Architecture, UC Berkeley, 1993  
M.S., Structural Engineering, U.C. Berkeley, 1996  
Registered Civil Engineer, Lic. #C60726  
12 years with CAD Masters, Inc.  
[drew@cadmasters.com](mailto:drew@cadmasters.com)

Drew is a Project Manager and Senior Engineer at CAD Masters. His primary role is to manage the technical staff at CMI and provide consulting services to our Premier Clients. Drew is expert at Civil 3D implementations and has provided guidance to the largest engineering firms in the western United States. His combination of expertise in network hardware, Windows Server operating systems, all flavors and versions of AutoCAD, and civil engineering design and project management makes him uniquely qualified to assist with planning and implementation of Civil 3D in the most complex of environments. His training experience and engineering background lend well to coordination and development of training programs and training curriculum. His network, hardware, and server OS background gives him the knowledge necessary to consult on and assist with setup of WAN, Vault servers, and debugging of complex multi-faceted support issues. His engineering expertise and his outstanding knowledge of Civil 3D make him second to none in technical support. Drew is a conservative planner, very detail oriented, thorough, thoughtful, and extremely patient.

**Role:** Drew will be the Project Manager and the main point of contact for the ACPWA C3D implementation. He will assist with all aspects of research and planning, will consult with ACPWA regarding all hardware and software configuration issues, will manage the development of workflow procedures, will coordinate the development of the training program and curriculum, and will delegate and manage technical resources for training and ongoing support services.

### **Michelle Self, P.E., President**

B.S., Civil Engineering, U.C. Berkeley, 1989  
Registered Civil Engineer, Lic. #C52785  
Licensed General Contractor #793524  
14 years with CAD Masters, Inc.  
20 years experience consulting for Autodesk solutions  
[michelle@cadmasters.com](mailto:michelle@cadmasters.com)



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Michelle is a leader in all aspects of this industry. She was one of the original trainers for DCA Engineering Software and so has been on the cutting edge of this technology since its inception. In addition to her experience as a trainer, programmer, engineer, and builder, Michelle brings the unique perspective of a business owner to the planning process. Michelle has the ability to see through to the root of the matter and understands the overarching objectives of ROI, market positioning, business development, and resource management. She is an excellent communicator, both oral and written, and excels at moving an initiative forward to completion. Michelle has built many industry relationships and will bring all available resources to bear on this project.

**Role:** Michelle is the principal-in-charge responsible for quality assurance and control for the project. She will consult on organizational structure and workflow, will help clarify objectives and interpret research, will provide guidance on the training program and curriculum, and will be directly responsible for administrative issues and resource management.

### **Michael Self, Chief Operating Officer**

B.A., Economics and Rhetoric, U.C. Berkeley, 1988  
14 years with CAD Masters, Inc.  
[mikes@cadmasters.com](mailto:mikes@cadmasters.com)

Mike manages IT, as well as daily operations and allocation of staff resources at all three locations of CAD Masters, Inc. He has a passion for computer hardware and an intrinsic problem solving ability. He doesn't stop until the problem is solved. Mike is knowledgeable in all aspects of the industry and can bring tremendous resources to bear on any project.

**Role:** Mike will be responsible for scheduling of all training and support resources.

### **Matthew Sparks, P.E., Senior Application Engineer**

B.S., Civil Engineering, U.C. Davis, 1997  
Registered Civil Engineer, Lic. #C62122  
11 years with CAD Masters, Inc.  
[mspark@cadmasters.com](mailto:mspark@cadmasters.com)

Matt is the most knowledgeable technical member of the CAD Masters team with respect to the use of Autodesk products and their interactions. He is our most tenured instructor and is responsible for the quality of the training program at CAD Masters. Matt also works with Paul Petrowsky on the programming of the CMI Standards Manager software, specifically the development of the new Civil 3D styles management program within our standards application. This experience with Paul, and his experience as a member of the Autodesk Developer Network, gives him programmer level knowledge of the Civil 3D application, most specifically in the area of styles. Matt not only teaches Autodesk civil and architectural classes, but he also provides engineering design services to many of our clients as a Registered Civil Engineer. His reputation is for phenomenal speed and outstanding quality. He has been instrumental in Civil 3D



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implementation programs for many of our private and public sector clients. His depth of knowledge makes him an excellent resource for development of workflow procedures and training curriculum. Matt is an excellent communicator, establishing a comfortable rapport with students and managers alike. He also has extensive experience providing technical support and is an excellent problem solver.

**Role:** Matt will be the backup project manager to Drew, will be involved in the development of the training program and curriculum, and will assist with the teaching of classes and technical support. He will consult on the project primarily in the areas of workflow and Civil 3D styles.

### **Sean Arbic, P.E., Application Engineer**

B.S., Mechanical Engineering, U.C. Davis, 2004  
Registered Civil Engineer, Lic. #C74121  
4 years with CAD Masters, Inc.  
[sean@cadmasters.com](mailto:sean@cadmasters.com)

No other trainer in CAD Masters' history has learned Autodesk technology as quickly as Sean. He has tackled every product line and has a passion for the BIM products of Civil 3D and Revit Architecture. He is the primary provider of BIM content in our training curriculum and a vocal spokesman for implementation of these new technologies. He has an energy and confidence conducive to keeping students engaged during training. Sean is certified by Autodesk as a Civil 3D Implementation Certified Expert. His primary responsibilities at CAD Masters include training and technical support.

**Certification:** Sean is a Certified Civil 3D Implementation Expert and will be a Certified Civil 3D 2009 Professional prior to commencing training.

**Role:** Sean will act as Civil 3D trainer. He will also consult on the technical aspects of implementation and provide ongoing support services.

### **Kyle Kondo, P.E., Application Engineer**

B.S., Engineering, Harvey Mudd College, 2004  
Registered Civil Engineer, Lic. #C74106  
3 years with CAD Masters, Inc.  
[kyle@cadmasters.com](mailto:kyle@cadmasters.com)

Kyle taught English in Japan for 1.5 years before joining CMI as an instructor and engineer-in-training. He is an excellent communicator and teacher, and is expert at AutoCAD, AutoCAD Civil 3D, and Navisworks. Kyle is brilliant, efficient, and careful. He is an excellent instructor and patient provider of technical support. He is an excellent production designer and our best writer of courseware. Kyle was instrumental in the Map 3D implementation for Santa Clara County Assessor's Office.

**Certification:** Kyle will be a Certified Civil 3D 2009 Professional prior to commencing training.



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**Role:** Kyle will assist with the development of course curriculum and will act as Civil 3D trainer. He will also consult on the technical aspects of implementation and provide ongoing support services.

### **Neil Bondy, Application Engineer**

A.S., Civil and Environmental Engineering, U.C. San Francisco, 2000  
9 years with CAD Masters, Inc.  
[neil@cadmasters.com](mailto:neil@cadmasters.com)

Neil is expert in the use of AutoCAD, AutoCAD Civil 3D, AutoCAD Map 3D, Topobase, Raster Design, and Navisworks. His primary responsibility is that of project designer. He has worked on a variety of engineering and architectural projects and has a devoted clientele. Some of these projects include a new roadway in Guam, various earth retaining structures for a local construction company, wetlands restoration, and parks for a new development in the Dougherty Valley. Neil is patient and generous with his time and is beloved by our clients for his quality technical support.

**Role:** Neil will provide ongoing technical support during the implementation and afterward.

### **Paul Mari Petrowsky, P.E., Senior Programmer**

B.S., Civil Engineering, U.C. Davis, 1986  
Registered Civil Engineer, Lic. #C44909  
9 years with CAD Masters, Inc.  
22 years of consulting and design experience using CAD  
[pmp@cadmasters.com](mailto:pmp@cadmasters.com)

Paul is the product manager and lead programmer for CMI Standards Manager software. Paul is expert in the development of engineering applications running within AutoCAD. He has developed and sold software applications to Softdesk (now Autodesk Civil Engineering software development) and to Autodesk as a principal of MADCAP Software prior to his employment at CMI. Paul is experienced in a variety of software development languages including C, C#, C++, VB, VB.Net, AutoLISP, Fortran and Java. With over 20 years of combined civil engineering and programming experience Paul's depth and breadth knowledge of the AEC marketplace provides CMI a strong foundation to meet our customer's software needs.

**Role:** If ACPWA decides to invest in CMI Standards Manager software, Paul will be the liaison between ACPWA and CMI Standards Manager. As we go through the implementation process, we may come across issues that can be addressed in Standards Manager. We will relay this information to Paul for future development. Paul will also act as a technical expert for any issues that can be resolved with automation.



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## **H. Autodesk Training and Technical Support Services**

CMI training and support services are second to none. Our trainers are professional engineers licensed in the state of California. Not only do we know the software, but we also know the professions of surveying and civil engineering. Our trainers use the software for actual civil design production work, so they know where the pinch points will be, and they will prepare the County for them during the training. All trainers for this project will be professional engineers licensed in the state of California.

CMI is intimately familiar with the ACPWA standards, so we will reference them constantly throughout the training. We will be on the same page as the users will regards to description keys, object styles, label styles, layer names, etc. Buy-in is critical for all users and the training will be a good stage for creating that buy-in on standards. All users will be able to provide input, make recommendations, and suggest improvements to the standards, styles, templates, and workflow.

Detailed syllabuses for each training class will be developed with the ACPWA core team as part of the implementation project. The syllabuses will be submitted for final approval to the development team at least three weeks prior to the training.

It is assumed that the total number of students for the introductory, advanced, and update training will be 56. It is assumed that the maximum number of classes for curriculum will be 9. For example, there will be a maximum of 9 three-day introductory classes, 9 two-day advanced classes, 9 one-day year-2-update classes, etc. We recommend a class size of 7-8 users. Certificates of completion will be provided to each person that attends a class.

### **AutoCAD Civil 3D Introductory Training**

This 3 day (maximum) introductory class will cover the basics of AutoCAD Civil 3D. The survey topics included in this class will be survey databases, fieldbook import, figures, points, original ground surface modeling, boundary and parcel creation and labeling, and general labeling. For design, we will cover alignments, profiles, basic corridor modeling, sections, fundamental grading, and simple volume calculations.

Users will be introduced to the dynamic model that is the centerpiece of Civil 3D and how to use it to convey ideas, calculate volumes, do quantity takeoffs, create labels, and create construction documents. Users will also learn about label styles, object styles, and settings.

Workflow is critical to success in Civil 3D. Accordingly, we will also cover drawing organization, workflow, data shortcuts, and external references for both survey and design.

Accessing and converting older drawings and Land Desktop data will also be covered in the training. Further, if desired by the core team, connection to County GIS data can also be covered.





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All developed content created prior to the training will be used in the training. Standards, styles, templates, and workflow developed for the County will be disseminated as part of the training and will be incorporated into the custom training materials.

### **AutoCAD Civil 3D Advanced Training**

This 2 day (maximum) advanced class will emphasize site design, including advanced grading and daylighting techniques; corridor design, including complex roads, berms, and channels, and pipe design.

Topics will include **advanced alignment creation**, editing and labeling tools, **advanced profile creation**, labeling and editing tools, **profile design**, various profile views and superimposed profiles, corridor assemblies and subassemblies, corridor creation, corridor surfaces, vertical and horizontal transitioning, volume computations, **advanced section creation**, labeling and editing, grading tools including feature lines, daylighting, proposed surface creation, volume computation, and volume balancing techniques, **pipe design** tools including calculations, drafting in plan and profile, and labeling.

All developed content created prior to the training will be used in the training. Standards, styles, templates, and workflow developed for the County will be disseminated as part of the training and will be incorporated into the custom training materials.

### **PW-ITD Training**

We applaud ACPWA for adding this training to the RFP. We have worked closely with the IT department over the years, and we look forward to being able to work with them on this training. This training will be for five users.

In this class, we'll discuss installation and maintenance of the Autodesk license manager. We'll go through the process of creating and customizing deployments for Autodesk products. We'll discuss the primary and secondary installations of the products at the user workstations. We'll also cover service pack installation options. Finally, we'll cover common troubleshooting issues and troubleshooting tips and techniques.

### **AutoCAD Civil 3D Update Training**

With each release of the software, CMI will review new features with the core team. Decisions will be made regarding when the County will upgrade their software. Update training classes will be held for all users with syllabuses and training materials developed similarly to the other classes.

### **Retention**

One of the problems we foresee with the training program is retention. The training programs are intensive and some consider them to be fast-paced. It will be difficult for some users to retain or remember what they have learned. Additionally, some users may miss all or some of their training class for various reasons. We need to provide options to allow users additional or follow-up training. Accordingly, we propose two solutions:



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- **Training Materials:** Each class will include training materials with step-by-step instructions on repeating the class lessons. Users will be able to use the materials to run through the exercises on their own whenever they wish.
- **Retake:** CMI will allow each user to retake any class at one of our regularly scheduled classes at the CMI Walnut Creek training facility. Re-take courses will not be scheduled on-site, and must be taken within 6 months of the original on-site offering. Training classes must have at least one paid enrollment or they are subject to cancellation.

These two options should help to minimize any issues with retention.

### **Training Hardware**

CMI will provide workstations or laptops for the training classes, including delivery, setup, and breakdown. The computers will include Windows Vista Business as the operating system. We will set up drive mappings to mimic the drive mappings used in practice. The computers will contain all necessary Autodesk software and hardware.

### **Access to Regularly Scheduled Classes**

CMI's headquarters in Walnut Creek, CA includes state of the art training facilities with regularly scheduled classes for Autodesk products including AutoCAD, AutoCAD Civil 3D, AutoCAD Map 3D, and AutoCAD Raster Design. As part of this project, we will budget 45 days of training for County staff at our regularly scheduled classes in Walnut Creek.

### **Technical Support Services**

CMI will continue their complementary technical phone support for the County. We are pioneers in the use of Netmeeting, GoToMeeting, Webex, or Webtrain for technical support. These tools allow us to virtually be on-site to help solve problems. Additionally, with these tools, we have provided a wonderfully sustainable and green solution with far fewer on-site visits necessary.

All of these support solutions will continue for the duration of this contract.



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## **I. Description of the Proposed Services**

CMI foresees the proposed services for this project broken down into six phases. (The budget, attached in Appendix B, shows the estimated time commitment for both CMI and ACPWA personnel. The fee schedule for services is shown following the budget also in Appendix B.)

Services will be provided on-site and at CMI offices. On-site visits shall be four hours minimum. It is understood that CMI will not be reimbursed for travel time.

The six phases for support are as follows:

### **Phase 1 – Pilot Project Support**

CMI applauds the County's decision to engage in a pilot project. The pilot project will provide an excellent opportunity to validate all work leading up to it. For example, CMI and the development team will be able to determine where the standards, styles, templates, and workflow are working and where they are not working. We'll be able to make improvements based on the pilot project validation.

Further, the pilot project will expose any issues with External-to-CAD workflow. Perhaps the roles, relationships, and teams used by the County for a project don't mesh comfortably with the dynamic model and Internal-to-CAD workflow of Civil 3D. We'll be able to determine what changes can be made prior to full implementation.

CMI will provide technical support during the project. We will attend meetings with the pilot project team members. We will also work with the core team on postmortem reporting with regard to standards, styles, templates, and workflow for both internal and external to CAD. We'll use these reports to improve these components prior to full implementation.

### **Phase 2 –**

#### **Assessment and Development of Design Practices, Roles, and External-to-CAD Workflow**

When implementing Civil 3D, it is important to analyze the External-to-CAD workflow within the organization. Civil 3D is not a drafting tool. It is a civil engineering design tool. Accordingly, the role of the drafter may change after implementing the software. How will this affect the County? Do the County engineers use CAD? Does the County have designers that use CAD? Does the County employ full-time drafters?

CMI will work with ACPWA to define the current roles and workflow. We'll determine how this model will work with Civil 3D. We'll use the pilot project to assist with this process. Finally, we'll determine what changes, if any, are necessary to gain the full benefit of Civil 3D.

### **Phase 3 –**

#### **Development of Standards, Styles, Templates, and Internal-to-CAD Workflow**

Although the standards, styles, templates, and workflow (SSTW) were completed as part of a previous project, ACPWA will continue to modify it based on the pilot project and user feedback. Work on the SSTW will be on-going.



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CMI will work with the ACPWA core team to modify the SSTW based on the postmortem reports of the pilot project. CMI will also work with the ACPWA to provide a place for users to give feedback on the SSTW. In order to get "buy-in" from the users on the SSTW, we must give them a voice and we must listen. Perhaps SharePoint or Vault can be used to house and organize feedback gathered from the users.

CMI recommends that the County invest in CMI's CAD Standards Manager (CSM) software to aid in the creation, modification, and implementation of CAD Standards. This can be done under a separate purchase and contract. We believe this solution to be most efficient and cost effective, but if the County chooses a different path, CMI will support that alternative as well.

#### **Phase 4 – Development of Training Materials**

CMI will create custom training materials for all five potential custom classes – Civil 3D Introductory, Civil 3D Advanced, PW-ITD Custom, Year-2-Update Training, and Year-3-Update Training. The training materials will be provided for all users in each of the five classes.

The custom training materials will include County specific examples. CMI will work with the ACPWA core team to create these examples. The ACPWA will help CMI find County specific content for the materials.

CMI recognizes that the County may need to access data and drawings from older projects. Accordingly, we will include content in the training materials that addresses the process for opening older drawings and converting older data. We will demonstrate the benefits and expose the limitations, such that County staff will have accurate expectations.

CMI will submit the materials to the core team for review and make revisions based on feedback received.

#### **Phase 5 – Software Configuration, Deployment, and Installation**

CMI will work with PW-ITD staff to setup software deployments. We will customize the software based on settings reviewed by the core team. Finally, if needed by the PW-ITD staff, we will assist in installation at the individual workstations.

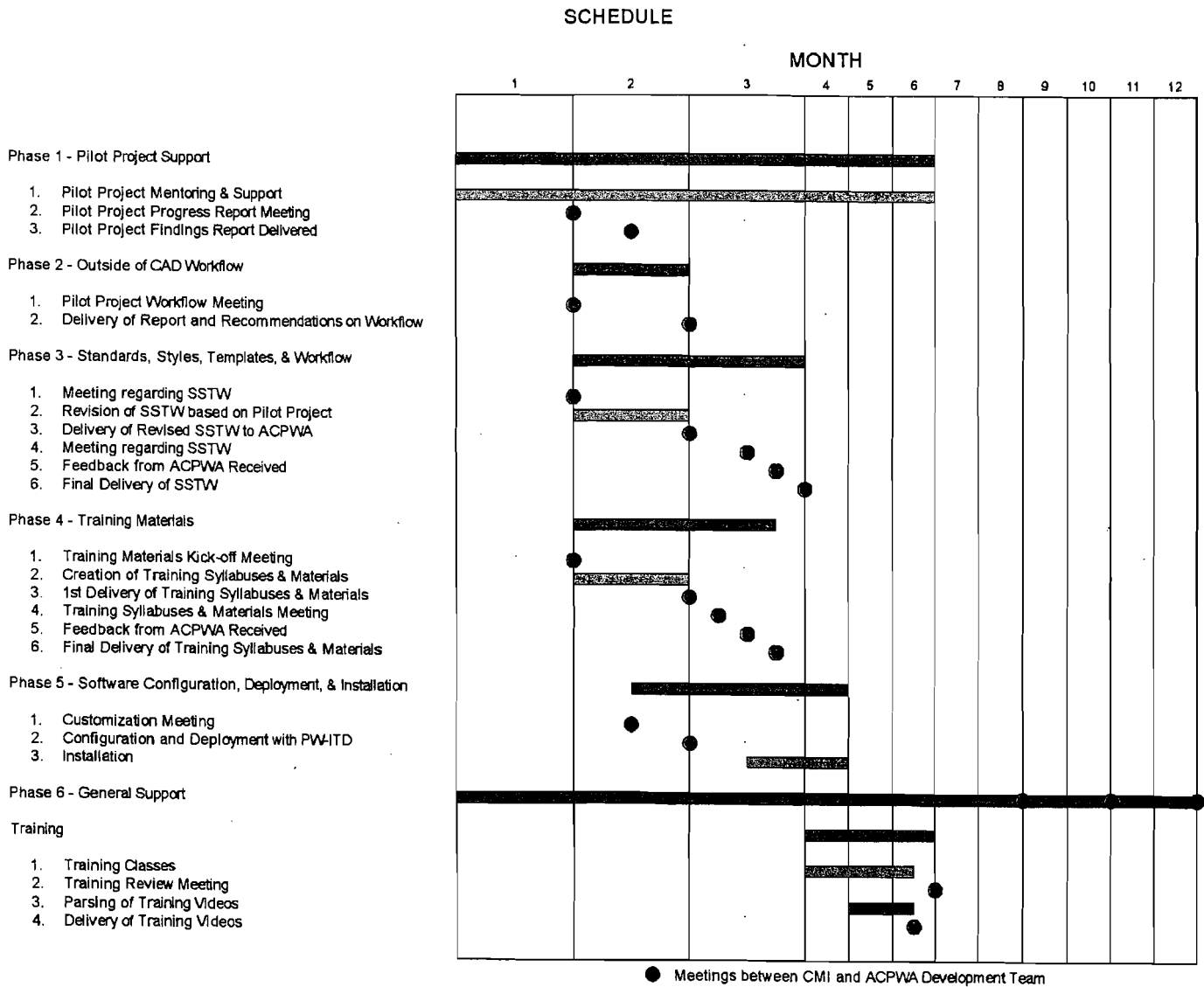
#### **Phase 6 – General Ongoing Support**

CMI will continue our support for survey, design, and PW-ITD both on and off-site.



## J. Implementation Plan and Schedule

Following is a schedule for the implementation of the project. Please see sections H and I for details on the services and training.



Note: Dates and timeframes are estimated and can easily be revised based on ACPWA requirements

COUNTY OF ALAMEDA APPENDIX A – BID ACKNOWLEDGEMENT

Request for Proposal

for

Autodesk Training and Technical Support Services

The County of Alameda is soliciting bids from qualified vendors to furnish its requirements per the specifications, terms and conditions contained in the above referenced RFP number. This Bid Acknowledgement must be completed, signed by a responsible officer or employee, dated and submitted with the bid response. Obligations assumed by such signature must be fulfilled.

- 1. Preparation of bids: (a) All prices and notations must be printed in ink or typewritten. No erasures permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing bid. (b) Quote price as specified in RFP. No alterations or changes or any kind shall be permitted to Exhibit B, Bid Form. Responses that do not comply shall be subject to rejection in total.
2. Failure to bid: If you are not submitting a bid but want to remain on the mailing list and receive future bids, complete, sign and return this Bid Acknowledgement and state the reason you are not bidding.
3. Taxes and freight charges: (a) Unless otherwise required and specified in the RFP, the prices quoted herein do not include Sales, Use or other taxes. (b) No charge for delivery, drayage, express, parcel post packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose, except taxes legally payable by County, will be paid by the County unless expressly included and itemized in the bid. (c) Amount paid for transportation of property to the County of Alameda is exempt from Federal Transportation Tax. An exemption certificate is not required where the shipping papers show the consignee as Alameda County, as such papers may be accepted by the carrier as proof of the exempt character of the shipment. (d) Articles sold to the County of Alameda are exempt from certain Federal excise taxes. The County will furnish an exemption certificate.
4. Award: (a) Unless otherwise specified by the bidder or the RFP gives notice of an all-or-none award, the County may accept any item or group of items of any bid. (b) Bids are subject to acceptance at any time within one hundred eighty (180) days of opening, unless otherwise specified in the RFP. (c) A valid, written purchase order mailed, or otherwise furnished, to the successful bidder within the time for acceptance specified results in a binding contract without further action by either party. The contract shall be interpreted, construed and given effect in all respects according to the laws of the State of California.
5. Patent indemnity: Vendors who do business with the County shall hold the County of Alameda, its officers, agents and employees, harmless from liability of an nature or kind, including cost and expenses, for infringement or use of any patent, copyright or other proprietary right, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order.
6. Samples: Samples of items, when required, shall be furnished free of expense to the County and if not destroyed by test may upon request (made when the sample is furnished), be returned at the bidder's expense.
7. Rights and remedies of County for default: (a) In the event any item furnished by vendor in the performance of the contract or purchase order should fail to conform to the specifications therefore or to the sample submitted by vendor with its bid, the County may reject the same, and it shall thereupon become the duty of vendor to reclaim and remove the same forthwith, without expense to the County, and immediately to replace all such rejected items with others conforming to such specifications or samples; provided that should vendor fail, neglect or refuse so to do the County shall thereupon have the right purchase in the open market, in lieu thereof, a corresponding quantity of any such items and to deduct from any moneys due or that may there after come due to vendor the difference between the prices named in the contract or purchase order and the actual cost thereof to the County. In the event that vendor fails to make prompt delivery as specified for any item, the same conditions as to the rights of the County to purchase in the open market and to reimbursement set forth above shall apply, except when delivery is delayed by fire, strike, freight embargo, or Act of God or the government. (b) Cost of inspection or deliveries or offers for delivery, which do not meet specifications, will be borne by the vendor. (c) The rights and remedies of the County provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.
8. Discounts: (a) Terms of less than ten (10) days for cash discount will considered as net. (b) In connection with any discount offered, time will be computed from date of complete, satisfactory delivery of the supplies, equipment or services specified in the RFP, or from date correct invoices are received by the County at the billing address specified, if the latter date is later than the date of delivery. Payment is deemed to be made, for the purpose of earning the discount, on the date of mailing the County warrant check.
9. California Government Code Section 4552: In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body 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. Sec. 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, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.
10. No guarantee or warranty: The County of Alameda makes no guarantee or warranty as to the condition, completeness or safety of any material or equipment that may be traded in on this order.

THE undersigned acknowledges receipt of above referenced RFP and/or Addenda and offers and agrees to furnish the articles and/or services specified on behalf of the vendor indicated below, in accordance with the specifications, terms and conditions of this RFP and Bid Acknowledgement.

Form with fields: Firm: CAD Masters, Inc.; Address: 111 Civic Dr., Suite 130; State/Zip: Walnut Creek, CA 94596; What advertising source(s) made you aware of this RFP? Direct Contact

By: [Signature] Date 5-15-09 Phone 925 934 1378
Printed Name Signed Above: Drew Burgasser, P.E.
Title: Vice - President

## APPENDIX B

### COUNTY OF ALAMEDA Autodesk Training and Technical Support Services BID FORM for VENDOR COSTS

Bidders are to provide **fixed-price** proposals for the project. Price proposals should include all costs to the County for all aspects of the project as specified under the "SCOPE" and the "SPECIFIC REQUIREMENTS" of section II. STATEMENT OF WORK.

Use these bid forms to submit your pricing information and any necessary explanations. If a cost is based on an assumption made by the Bidder, the assumption must be explained on the bid form, or there must be a reference to an explanation in the bidder's technical proposal.

Bidders are cautioned against providing a single price without adequate detail. The County requires all costs to be broken down into categories and sub-categories. Each of the individual cost components must be line items in each of the bid forms. **The format of the bid forms must be followed precisely. Changing any price base unit of measure or pricing methodology on the bid forms is strictly prohibited. Bid responses that do not comply may be subject to rejection in total.** Bidders are encouraged to attach all supplemental information, including Bidder's price list for solutions and additional features, to the bid form.

Cost shall be submitted on these bid forms only. The bid requires a detailed price breakdown for the proposed systems for each phase of the project. All prices are to be stated as firm fixed amounts. All prices must be detailed. Prices must be separately listed, including recurring costs that are associated with third-party and vendor-provided software. The costs quoted below shall include all taxes and all other charges and is the maximum amount the County will pay for the three (3) year term of any contract that is a result of this bid.

All hardware to be supplied by the vendor as part of the solution must be described in detail. It should include such items as make and model, size of CPU's, amount of internal memory, size of disk space, size of screens, screen resolution, etc. Servers and storage devices should also be detailed in a similar manner.

If costs vary by the number of users, specify unit costs and any price break points. **Cost will be evaluated based on the number of users. The number of users is based on a preliminary survey of current application access and is subject to change.**

Exhibit B is divided into the following sections for Training and Technical Support:

**A. Technical Support Services Costs**

All ongoing costs must be identified covering the thirty-six month term of the proposed project.

**B. Training Costs**

All training costs must be identified and included on the bid forms.

**C. Grand Total 3-Year Contract Price Summary**

Summarize the total contract price for each ITEM. Include all taxes, fees and discounts. If more than one alternative system is being proposed, complete a separate cost statement to be presented for each alternative. If a government discount is offered, Bidder must identify each item.

## APPENDIX B

### A. TECHNICAL SUPPORT SERVICES COSTS

Implementation, Customization, Project Assistance and Other Services. All costs associated with project management and implementation. These fixed costs should include all labor, installation, shipping, and any other expenses required.

**Included in our existing annual Autodesk software subscription is free technical phone and email support as follows:** "Free phone & email support for one full year & continues with every annual renewal. Includes questions related plotters, computers, operating systems, installation, and implementation." Bidder who is not currently our Autodesk technical support provider must agree to provide free technical support via phone and email support as it applies to the items in this proposal.

We would also consider using third party standards software to support content management in AutoCAD Civil 3D. Purchase of software would be a separate purchase, not included in this contract.

<b>TECHNICAL SUPPORT SERVICES</b> - Describe the type of on-site or off-site support that can be provided. Please detail:	
	SEE SECTION H <b>4 I</b>
Full Implementation Planning & Support:	↓
Customization, standards, and software configuration as needed:	
Project Assistance and Conversion:	
On-Site Support:	
Description:	
Off-Site Support	
Description:	
Other :	

DESCRIPTION	QTY	UNIT PRICE	TAX	TOTAL PRICE
<b>TECHNICAL SUPPORT SERVICES</b> - are to be charged at an hourly rate not to exceed 110 day for the three years of the contract.				
Year (1) of contract: On-site Technical Support (50) days at a rate of \$ <u>150</u> per hour	50	\$1,200	N/A	\$60,000
Year (2) of contract: On-site Technical Support (30) days at a rate of \$ <u>150</u> per hour	30	\$1,200	N/A	\$36,000
Year (3) of contract: On-site Technical Support (30) days at a rate of \$ <u>150</u> per hour	30	\$1,200	N/A	\$36,000
<b>Subtotals A:</b>	110	\$1,200	N/A	\$132,000

**ACPWA will not reimburse the bidders for travel time.**



**APPENDIX B**

**B. TRAINING COSTS**

There are currently (56) "users" to be trained. The (56) users will include (1) staff person from PW-ITD invited as a liaison to attend the training. All costs associated with project management and implementation. These fixed costs should include all labor, installation, shipping, and any other expenses required.

<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT PRICE</u>	<u>TAX</u>	<u>TOTAL PRICE</u>
<b>TRAINING</b> - Costs for all training must be clearly identified. Each individual training session required must be separately identified. Refer to the training section for detailed requirements.				
On- site User Training at ACPWA :				
Year (1) of contract: On-site customized AutoCAD Civil 3D technical support/overview training for IT professionals - up to (1) days per person at a cost of \$ 340 per person per day not to exceed (5) persons.	5	\$320/student		\$ 1,600 training
	5	\$ 20/computer	N/A	\$ 100 computers
	5	\$340/each		\$11,700 total
Year (1) of contract: On-site customized AutoCAD Civil 3D training - up to (5) days per person at a cost of \$ 340 per person per day for not to exceed (56) persons.	5 days 56 stud. 280 total	same as above	N/A	\$89,600 training \$ 5,600 computers \$95,200 total
Year (2) of contract: On-site AutoCAD/AutoCAD Civil 3D update training - up to (1) days per person at a cost of \$ 340 per person per day for not to exceed (56) persons.	56	same as above	N/A	\$17,920 training \$ 1,120 computers \$19,040 total
Year (3) of contract: On-site AutoCAD/AutoCAD Civil 3D update training - up to (1) days per person at a cost of \$ 340 per person per day for not to exceed (56) persons.	56	same as above	N/A	\$17,920 training \$ 1,120 computers \$19,040 total
Off- site User Training at Bidders ATC:				
Year (1) of contract: Training for new staff and for staff on other Autodesk applications at Bidder's ATC – up to (15) days at a cost of \$337.5 per day	15	\$337.50/stud.	N/A	\$5062.50 total
Year (2) of contract: Off-site training for new staff and for other Autodesk applications at trainer's ATC – up to (15) days at a cost of \$337.5 per day.	15	\$337.50/stud.	N/A	\$5062.50 total
Year (3) of contract: Off-site training for new staff and for other Autodesk applications at trainer's facility – up to (15) days at a cost of \$337.5 per day	15	\$337.50/stud.	N/A	\$5062.50 total

**APPENDIX B**

<b>COMPUTER TRAINING EQUIPMENT</b>				\$0
Description: See notes below.				
<b>DOCUMENTATION</b> - All costs, if any, for documentation must be separately identified. Refer to the documentation section for detailed documentation requirements.				
User Guides - Available on PDF				\$0
Training Manuals - CMI to provide 1 per student per class				\$0
Technical Manuals - N/A				
<b>OTHER (please detail) Note</b>				
CMI to deliver, setup, and breakdown				
all computer equipment including				
up to 12 Core2Duo 2.4 Ghz Computers				
with 3 GB RAM, 19" LCD, keyboard,				
mouse and all necessary software				
loaded on Windows Vista.				
<b>Subtotals for B:</b>				\$150,167.50

**ACPWA will not reimburse the Bidders for travel time.**

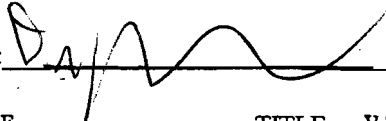
APPENDIX B

C. GRAND TOTAL 3-YEAR CONTRACT PRICE SUMMARY

	<u>DESCRIPTION</u>	<u>TOTAL COST</u>
A	Technical Support Services Costs	\$ 132,000.00
B	Training Costs	\$ 150,167.50
C	<b>GRAND TOTAL COST FOR A &amp; B</b>	<b>\$ 282,167.50</b>

ACPWA will not reimburse the Bidders for travel time.

Bidder agrees that the price(s) quoted are the maximum they will charge during the term of any contract awarded.

FIRM: CAD Masters, Inc. SIGNATURE: 

DATE: 5/15/09

PRINTED NAME: Drew Bürgasser, P.E.

TITLE: Vice President

• APPENDIX B

A. VENDOR PRICE LIST

Please provide a price list of all additional software, modules, training courses or other services for imaging which you provide but which are not being utilized in this proposal.

We would also consider using third party standards software such to support content management in AutoCAD Civil 3D. Purchase of software would be a separate purchase, not included in this contract. Unit pricing may however be listed here.

<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>Per</u>
CMI Standards Manager User Module	\$ 404/user	33 users
CMI Standards Manager Admin Module	\$0/admin	3

## ACPWA Services Budget

Technical Support Services Description	Hours	Hourly Cost	Ext. Cost
<b>Phase 1 - Pilot Project Support</b>			
Mentoring and On-Site Support	60	\$150.00	\$9,000.00
Meetings, Report, and Recommendations	16	\$150.00	\$2,400.00
<b>Phase 2 - Outside of CAD Workflow</b>			
Meetings, Report, and Recommendations	16	\$150.00	\$2,400.00
<b>Phase 3 - Standards, Styles, Templates and Workflow</b>			
Meetings	10	\$150.00	\$1,500.00
Revision of SSTW	40	\$150.00	\$6,000.00
<b>Phase 4 - Training Materials</b>			
Meetings	10	\$150.00	\$1,500.00
Training Materials Creation	185	\$150.00	\$27,750.00
<b>Phase 5 - Software Configuration, Deployment, and Installation</b>			
Meetings	2	\$150.00	\$300.00
Customization Documentation	16	\$150.00	\$2,400.00
Configuration and Deployment	16	\$150.00	\$2,400.00
Installation (optional)	24	\$150.00	\$3,600.00
<b>Phase 6 - General Support</b>			
Phone, Email, and Web	160	\$0.00	\$0.00
On-site	485	\$150.00	\$72,750.00
Total Number of Billed Hours:		880	
Total Number of Billed Days:		110	
		<b>Total for Services</b>	<b>\$132,000.00</b>

## ACPWA Training Budget

<b>Training Description</b>	<b># of Students</b>	<b>Days</b>	<b>Daily Cost</b>	<b>Ext. Cost</b>
AutoCAD Civil 3D Introductory Training	56	3	\$320.00	\$53,760.00
AutoCAD Civil 3D Advanced Training	56	2	\$320.00	\$35,840.00
PW-ITD Training	5	1	\$320.00	\$1,600.00
Year 2 AutoCAD Civil 3D Update Training	56	1	\$320.00	\$17,920.00
Year 3 AutoCAD Civil 3D Update Training	56	1	\$320.00	\$17,920.00
Training @ CMI's Training Facilities	45	1	\$337.50	\$15,187.50
Computers for Training @ ACPWA Facility	397	1	\$20.00	\$7,940.00
<b>Total for Training</b>				<b>\$150,167.50</b>

**Assumptions:**

1. There will be a maximum of 9 classes for each grouping, excluding the PW-ITD training and training at regularly scheduled classes at CMI's facility.
2. All trainers will be professional engineers licensed in the state of California.
3. For training at ACPWA's facility, computers will be provided by CMI including delivery, setup, and breakdown.

<b>Total for Services</b>	<b>\$132,000.00</b>
<b>Total for Training</b>	<b>\$150,167.50</b>
<b>Total for Contract (Not to Exceed)</b>	<b>\$282,167.50</b>



*CAD Masters, Inc.*  
1111 Civic Drive, Suite 130  
Walnut Creek, CA 94596  
925-939-1378

## **Appendix C: Current References**

### **California Department of Transportation**

111 Grand Ave, 13th Floor  
Oakland, CA 94612  
(510) 286-4508

Contact 1: Christopher Urkofsky, [christopher\\_urkofsky@dot.ca.gov](mailto:christopher_urkofsky@dot.ca.gov), 510-908-2942

Contact 2: Tom Taylor, [tom\\_taylor@dot.ca.gov](mailto:tom_taylor@dot.ca.gov), 510-286-5294

Dates of Service: September, 2007 to Present

CMI has been assisting Caltrans District 4 Right of Way Group on their Civil 3D Implementation since early 2007. This implementation project included evaluation of C3D for compatibility with their processes, implementation planning, training, style and template development, and on-going project support.

The Right of Way Group is one of the few pockets within Caltrans that currently uses Autodesk technology. Accordingly, one of the challenges we faced was to match the drawing standards created in their Bentley products. CMI worked with Caltrans staff to create object styles and label styles that conformed to their desired standards.

The ROW Group is primarily engaged in mapping projects and many of their staff were new to AutoCAD, let alone Civil 3D. CMI had to develop an extensive understanding of their projects and workflow to ensure that Civil 3D was used in such a way as to meet their needs. We then had to develop custom training curriculum and project examples that addressed their specific mapping processes and leveraged their limited AutoCAD skills.

The results thus far have been outstanding. We are proud to see their commitment and follow-through with the process and encouraged to see that CalTrans is having replicatable success with C3D. The skills and talents of the CalTrans mapping staff combined with the power of the dynamic model in Civil 3D has given the mappers access to the big picture as opposed to being drug down into the minute details. Here's a quote from a member of the CalTrans staff:

"I've been fully implementing 3d, and I think it's led me to think that it is a different style of drafting. By this I mean that instead of each drawing being an individual hand crafted piece, it is a standardized mass production piece. It is like an airplane with squared off wing tips instead of elliptical--not as elegant but the end concept is easier to achieve once the drafter has learned how to operate the new craft. Instead of concentrating on the individual cartographic details, the styles take care of that, while the pilot is more concerned with the overall strategic, long term operation. Therefore the tactical execution has been more automated, allowing the pilot to concentrate on the strategic scheme. I want to make the drawing into the project and eliminate the supporting paper work as much as possible."

Autodesk representatives say that CAD Masters has achieved what could not be done. CMI has managed to plant a seed of Autodesk C3D success within the Bentley house at CalTrans.



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## **El Dorado County Department of Transportation**

2850 Fairlane Court  
Placerville, CA 95667  
Contact: Steven McVey, [smcvey@co.el-dorado.ca.us](mailto:smcvey@co.el-dorado.ca.us)  
916-358-3566

Dates of Service: January, 2006 to Present

El Dorado County DOT is one of the most progressive public agencies that we have worked with in terms of their Civil 3D implementation. They are an early adopter and they are using the full functionality of the software. They have also implemented Vault for data sharing and document management.

CMI has provided training and support services during their implementation. CMI has assisted with setup, installation, Vault management, and DOT specific tasks such as management of roadway assemblies, corridors, and cross sections.

## **Brown & Caldwell**

201 N. Civic Drive, Suite 115  
Walnut Creek, CA 94596  
Contact: Aaron Taylor, [ATaylor@BrwnCald.com](mailto:ATaylor@BrwnCald.com), 925-210-2204  
National Leader, CAD Discipline

Dates of Service: January, 2009 to Present

Brown and Caldwell is one of the top environmental engineering and consulting firms in the country. They have 45 offices and 1,500+ professionals across the country. They are progressive in their commitment to sustainable, economically advantageous solutions. They are also progressive in their use of software. Accordingly, Brown and Caldwell began a "Civil Advanced Design Initiative" (CADI) this year. The purpose of this initiative is to reduce costs related to civil engineering design by 50%. Brown & Caldwell hired CAD Masters, Inc. to assist with the initiative. Our task will be to assist BC with the entire lifecycle of the CADI from initial planning through implementation and training and on to long term support and maintenance.

CMI will work with BC staff to develop standards, styles, templates, and workflow. We will create a customized, modular training curriculum geared towards the work that BC does. We will also help with configuring and deploying software across 45 offices.

BC has also made the investment in CMI CAD Standards Manager (CSM) software as a supplement to the Civil 3D implementation. CSM is absolutely indispensable in maintaining CAD standards across an organization of this size.





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1111 Civic Drive, Suite 130  
Walnut Creek, CA 94596  
925-939-1378

### **Winzler & Kelly**

495 Tesconi Circle  
Santa Rosa, CA 95401  
Contact: Tony Patton, [tonypatton@w-and-k.com](mailto:tonypatton@w-and-k.com), 707-523-1010

Dates of Service: September, 2006 to Present

Winzler & Kelly has taken more of a grass roots approach to their Civil 3D implementation. Recently, they began a \$14 million dollar project for the widening of Stony Point Road in Santa Rosa, CA. They have chosen to use AutoCAD Civil 3D 2009 for this project. CMI has already provided training for this project and will continue to provide support.

### **Cal Engineering & Geology**

1870 Olympic Blvd., Suite 100  
Walnut Creek, CA 94596  
Contact: Chris Hockett, P.E., [chockett@caleng.com](mailto:chockett@caleng.com), 925-935-9771

Dates of Service: May, 2007 to Present

We have not seen very many geotechnical firms make the investment in AutoCAD Civil 3D. This is surprising considering that geotechnical engineers regularly perform grading and retaining wall design. Cal Engineering & Geology is one of the exceptions. They made the investment in Civil 3D and it has paid off. They are delivering better overall designs to their clients at a lower cost. CMI has assisted Cal Eng with Civil 3D training and support services.



*CAD Masters, Inc.*  
1111 Civic Drive, Suite 130  
Walnut Creek, CA 94596  
925-939-1378

## **Appendix D: Former References**

Please note: CMI does not have very many former references. Most of our consulting work is on-going. Therefore, relationships still exist with the companies listed here.

### **East Bay Regional Parks District**

2950 Peralta Oaks Court

P.O. Box 5381

Oakland, Ca. 94605-0381

Contact 1: Kim Fisher, Landscape Architect, [kfisher@ebparks.org](mailto:kfisher@ebparks.org), 510-544-2315

Contact 2: Jim Swanson, PLS, [jswanson@ebparks.org](mailto:jswanson@ebparks.org), 510-544-2370

Dates of Service: January to December, 2008

The Parks District engaged in a Civil 3D implementation plan last year. We worked with both the survey group and the design group to set up templates and workflow. Both groups went through standard Civil 3D training classes. We also worked with the IT staff to configure and install the software on all user workstations. The Parks District is currently using AutoCAD Civil 3D 2009 in production.

A level of trust and mutual respect is needed for the success of any Civil 3D implementation. Accordingly, CMI has developed strong relationships with all three groups at the Parks District over the years, and this has led to success in the use of the software. The implementation process has had its share of growing pains. Moving from Land Desktop can be a challenge. But the support from CMI has eased the transition.

### **Santa Cruz County Department of Public Works**

710 Ocean Street

Santa Cruz, CA 95060

Contact: Jessie Brister, [dpw043@co.santa-cruz.ca.us](mailto:dpw043@co.santa-cruz.ca.us)

831-454-2160

Dates of Service: July, 2007 to Present

The Santa Cruz County Department of Public Works recently moved from another reseller to CMI because of the excellent support that we have provided. We provided Civil 3D training for them on various occasions from July, 2007 to September, 2008. We have also provided support.



*CAD Masters, Inc.*  
1111 Civic Drive, Suite 130  
Walnut Creek, CA 94596  
925-939-1378

**G. C. Wallace, Inc.**

6655 South Cimarron Road  
Las Vegas, NV 89113-2132  
Ph.: 866.360.4292  
Ph.: 702.804.2000

Contact 1: Brian Christ, P.E., [BChrist@gcwallace.com](mailto:BChrist@gcwallace.com)  
Contact 2: Thomas P. Dyson, P.E., [TDyson@gcwallace.com](mailto:TDyson@gcwallace.com)

Dates of Service: Dates of Service: January, 2006 to Present

G. C. Wallace started using Civil 3D 2007 in the spring of 2006 on very large and long sewer trunk line. This was a bit of a gamble because the software was new and still immature, especially with respect to pipe projects. CMI worked very closely with G.C. Wallace during this time to assist with all aspects of project planning, training, design consultation and technical support. This included the setup and implementation of a Vault Server, as well as assisting with the development of workflows to manage issues with v2007. The nature of the project, over 17 miles of sewer line with hundreds of crossing utility lines and connections, presented a unique challenge to the GC Wallace team and to CAD Masters. The tremendous success of the project is documented in this success story link:

<http://www.gcwallace.com/files/ShowcaseAutodeskSuccessStory.pdf>

G. C. Wallace has gone through several shifts over the past few years with their CAD Management staff, as well as a dramatic shift in the marketplace away from residential design. CAD Masters has provided GC Wallace Management with comprehensive consulting services regarding the implementation of Civil 3D in this changing environment. Adoption has been largely a grass roots effort, and CMI has provided intensive planning and support services to specific project teams as they move forward with this technology. We have also been involved with company wide research projects investigating the pros and cons of Civil 3D adoption to determine where it can be used to best advantage and where alternatively the investment might be too high in consideration of the potential gains at this point in time. Findings were then used to determine which disciplines and project teams would move forward with implementation and to develop specific workflows for various disciplines. Since the success of the utility team detailed above, CMI has continued to support and train various project teams at G.C. Wallace as they move forward with Civil 3D. Most recently, we assisted with the abandonment of Vault and implementation of Data Shortcuts in Civil 3D 2009.

Despite the lack of a strong focus toward complete implementation by management, specific project teams have chosen to adopt Civil 3D as they each were presented with the right project opportunity. Because they began in 2006, this strategy has lead to a substantial adoption of the new technology throughout the company over time, and at a surprising low cost. Their styles have been developed slowly over time, discipline by discipline. Support has been provided continually to each team by CAD Masters at no charge. Training has been provided as needed and largely has been absorbed into each project's costs, as training was provided using the project datasets, and often on-site while actually doing the work. We believe the level of success they have achieved can be largely attributed to the continued availability, guidance and support from the team at CAD Masters.



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925-939-1378

## **David Evans and Associates**

2100 SW River Parkway  
Portland, OR 97201  
1-800-721-1916  
Contact: Bob Biggar, [Rmb@deainc.com](mailto:Rmb@deainc.com)

Dates of Service: January, 2006 to January, 2008

David Evans and Associates began planning for a company wide implementation of Civil 3D in October of 2006. CAD Masters was a member of the implementation planning team lead by J.C. Davis. The approach of DEA is very much top-down. They have very strong management buy-in and a very rigid attitude about compliance to company-wide standards and workflows. CAD Masters provided consulting services to DEA to prepare for the launch of their pilot project in 2007. This preparation included planning and testing for a single Vault server to handle all project data for all satellites from one central office in Portland. Riverbed technology was a part of this solution. The pilot project was completed in 2007 and company wide implementation began late in 2007 and continued into 2008. CAD Masters assisted throughout the pilot phase with site visits and technical support, helping to clarify workflow and establish a standard set of C3D styles. Training services were provided early on by a local vendor in Portland, and then later by US CAD. DEA is a very large company – difficult to move in a cohesive manner toward a specific solution. The success of their implementation can be attributed in large part to the strong personality and management of their CAD leader at the time, J.C. Davis. He assembled a quality team, including Nick Harper who has replaced JC as CAD Manager since his departure in early 2008. CAD Masters gained valuable insights into the advantages of a strong central management team, as well as the complexities of large numbers of staff and data in disparate locations all working together.

The success of DEA's implementation is documented in this success story link:  
<http://usa.autodesk.com/adsk/servlet/item?siteID=123112&id=10369111&linkID=8778091>

DEA utilizes the CMI Standards Manager software as part of their Civil 3D solution. CAD Masters has provided consulting services and support to DEA for many years on the development and maintenance of their company standard within this application. DEA has also been a resource to CAD Masters in terms of feature development and product direction for Standards Manager. Many of the new features in CSM v9 are a direct result of working closely with DEA on their pilot project last year. CAD Masters continues to work with DEA in the area of standards on joint client projects. Currently we are working closely with DEA and Autodesk to develop a set of standard C3D styles and workflows in accordance with Oregon Department of Transportation requirements.



**CAD Masters, Inc.**  
1111 Civic Drive, Suite 130  
Walnut Creek, CA 94596  
925-939-1378

**Parametrix**

700 NE Multnomah, Ste. 1000  
Portland, OR 97232  
Contact: Ron Ricks, [RRicks@parametrix.com](mailto:RRicks@parametrix.com)  
503-233-2400

Dates of Service: April, 2006 to Present

Parametrix is one of the top engineering, planning, & environmental sciences firms in the Western United States. They are based in Auburn, Washington. They have been using Civil 3D since version 2007. They have also implemented Vault for data sharing and document management. But they are moving to data shortcuts for the 2009 version. CMI has provided training and support for the past several years.

**Warren S. Unemori Engineering, Inc.**

2145 Wells Street, Suite 403  
Wailuku, Maui, HI 96793  
Contact: Clifford Mukai, [cmukai@wsue.com](mailto:cmukai@wsue.com), 808-242-4403

Dates of Service: May, 2007 to Present

Working with Warren S. Unemori Engineering, Inc. has been a wonderful experience for CMI. They have very interesting and challenging projects in Hawaii. Unemori has pushed Civil 3D to its limits in every regard with complex road design projects, each having large numbers of culvert crossings and small bridges across extremely difficult terrain. CMI has provided consulting, training, and support services to Unemori as they have transitioned from Land Desktop to Civil 3D, helping them to develop procedures and workflow to work with these large data sets.

**APPENDIX H  
COUNTY OF ALAMEDA  
Public Works Agency  
Request for Proposal**

for

**Autodesk Training and Technical Support Services**

**ALAMEDA COUNTY VENDOR FIRST SOURCE AGREEMENT  
VENDOR INFORMATION**

ALCOLINK Vendor Number (if known): 00000

SLEB Vendor Number:

Full Legal Name: CAD Masters, Inc.

DBA N/A

Type of Entity:      Individual            Sole Proprietor      Partnership  
                           Corporation    Tax-Exempted      Government or Trust

Check the boxes that apply:

Goods Only        Goods & Services    Rents/Leases        Legal Services  
 Rents/Leases paid to you as the agent    Medical Services    Non-Medical Services – Describe \_\_\_\_\_  
 Other \_\_\_\_\_

Federal Tax ID Number (required): 68-0343512

P.O. Box/Street Address:     1111 Civic Drive, Suite 130  
  Walnut Creek, CA 94596

Vendor Contact's Name:       Drew Burgasser, P.E.

Vendor Contact's Telephone: 925-939-1378 Fax: 925-939-1380

Vendor Contact's E-mail address: drew@cadmasters.com

**Please check all that apply:**

LOC  Local Vendor (Holds business license within Alameda County)  
SML  Small Business (as defined by Small Business Administration)  
I  American Indian or Alaskan Native (>50%)  
A  Asian (>50%)  
B  Black or African American (>50%)  
F  Filipino (>50%)  
H  Hispanic or Latino (>50%)  
N  Native Hawaiian or other Pacific Islander (>50%)  
W  White (>50%)

Number of Entry Level Positions available through the life of the contract: 0

Number of other positions available through the life of the contract: 0

This information to be completed by County:	
Contract #	<u>3927</u>
Contract Amount:	<u>\$ 290,000</u>
Contract Term:	<u>6-2-09 Through 9-1-12</u>

DCB

**APPENDIX H  
COUNTY OF ALAMEDA**

**Public Works Agency**

**Request for Proposal**

for

**Autodesk Training and Technical Support Services**

**ALAMEDA COUNTY VENDOR FIRST SOURCE AGREEMENT  
VENDOR INFORMATION**

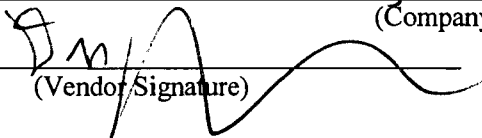
**Vendor** agrees to provide Alameda County (through East Bay Works and Social Services Agency), ten (10) working days to refer to Vendor, potential candidates to be considered by Vendor to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the County, that Vendor has available during the life of the contract before advertising to the general public. Vendor will also provide the County with specific job requirements for new or vacant positions. Vendor agrees to use its best efforts to fill its employment vacancies with candidates referred by County, but final decision of whether or not to offer employment, and the terms and conditions thereof, to the candidate(s) rest solely within the discretion of the Vendor.

**Alameda County** (through East Bay Works and Social Services Agency) agrees to only refer pre-screened qualified applicants, based on vendor specifications, to vendor for interviews for prospective employment by Vendor (see Incentives for Vendor Participation under Vendor/First Source Program located on the Small Local Emerging Business (SLEB) Website, <http://www.co.alameda.ca.us/gsa/sleb/vendor.shtml>)

If compliance with the First Source Program will interfere with Vendor's pre-existing labor agreements, recruiting practices, or will otherwise obstruct Vendor's ability to carry out the terms of the contract, Vendor will provide to the County a written justification of non-compliance in the space provided below.

CAD Masters, Inc.

(Company Name)



(Vendor Signature)

5/15/2007

(Date)

\_\_\_\_\_  
(East Bay Works / One-Stop Representative Signature)

\_\_\_\_\_  
(Date)

Justification of Non-Compliance:

\_\_\_\_\_  
\_\_\_\_\_

# APPENDIX I

## COUNTY OF ALAMEDA

Public Works Agency

Request for Proposal

for

*Autodesk Training and Technical Support Services*

### Exceptions, Clarifications, Amendments

List below requests for clarifications, exceptions and amendments, if any, to the RFP and its exhibits, including Exhibit J, and submit with your bid response.

The County is under no obligation to accept any exceptions and such exceptions may be a basis for bid disqualification.

Item No.	Reference To:		Description
	Page No.	Paragraph No.	
1	25	Section V Items 1 and 2	SLEB certification is not required for this contract per the bid discussions with ACPWA.
2	Exhibit C	B	Insurance requirements include "Any Auto". CAD Masters does not own any automobiles and so cannot provide Any Auto coverage. Our coverage states Hired Autos and Non-Owned Autos.

**Contractor:**

CAD Masters, Inc.



**APPENDIX K  
Public Works Agency  
Request for Proposal**


**for**

***Autodesk Training and Technical Support Services***

**ENVIRONMENTAL CERTIFICATION**

The bidder certifies **under penalty of perjury** the following:

- We certify that the products we are proposing to supply are not manufactured with and do not contain, use, or generate PBTs as defined in Acronym and Term Glossary of this RFQ.
- We certify that our company, and any product provided to the County as part of this contract, is in compliance with all local, state, and federal environmental and worker health and safety regulations that apply to their operation.
- Brief description of planned efforts to minimize the amount of packaging and shipping materials and a description of the post-consumer recycled content of those materials:

Print Name/Title: Drew Burgasser, PE/vice President  
Company Name: CAD Masters, Inc.  
Signature:   
Date: 5/15/2009

**EXHIBIT B  
PAYMENT TERMS**

1. COUNTY will pay Contractor upon successful completion and acceptance of the following services listed below, within thirty (30) days, upon receipt of invoice.

Description	Units	Unit Price*
Autodesk Technical Support Services (as described herein)	Per hour	\$150.00
On-site Autodesk Training (as described herein) at ACPWA	Per student per day	\$320.00
Training Computers (as described herein) for on-site for Autodesk training at ACPWA.	Per student per day	\$20.00
Off-site Autodesk training (as described herein) at Contractor's Autodesk Authorized Training Center (ATC)	Per student per day	\$337.50

\*Tax is not applicable

2. Invoices will be approved by the COUNTY.
3. Total payment under the terms of this Agreement will not exceed the total amount of \$290,000. This cost includes all taxes and all other charges.
4. Upon award of this Agreement by COUNTY, COUNTY and Contractor shall forthwith jointly create a schedule governing the timely performance of Contractor's services hereunder. The agreed upon schedule shall be incorporated into this Agreement upon its adoption by the parties and thereafter Contractor shall perform all services under this Agreement in conformance with the schedule.
5. Upon notice to proceed from COUNTY, Contractor shall perform in accordance with the following schedule:

**EXHIBIT C  
INSURANCE REQUIREMENTS**

**CONTRACTOR'S CERTIFICATE OF LIABILITY INSURANCE**

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE


DATE (MM/DD/YY)  
3/11/2009

PRODUCER  DISTEFANO INSURANCE SERVICES 1820 GALINDO ST #220 CONCORD CA 94520 (925) 363-0052	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED  CAD MASTERS INC.  1111 CIVIC DR. #130 WALNUT CREEK, CA 94596 925-939-1200	COMPANIES AFFORDING COVERAGE COMPANY A TRAVELERS PROPERTY CASUALTY CO. COMPANY B COMPANY C REPUBLIC INDEMNITY COMPANY D

**COVERAGES**  
 THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR OWNER'S & CONTRACTOR'S PROT	680-6701C51A	7-1-08	7-1-09	GENERAL AGGREGATE \$2,000,000
					PRODUCTS - COMP/OP AGG \$2,000,000
					PERSONAL & ADV INJURY \$1,000,000
					EACH OCCURRENCE \$1,000,000
					FIRE DAMAGE (Any one fire) \$1,000,000
					MED EXP (Any one person) \$ 5,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	680-6701C51A	7-1-08	7-1-09	COMBINED SINGLE LIMIT \$ 1,000,000
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN AUTO ONLY: \$
					EACH ACCIDENT \$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				AGGREGATE \$
					EACH OCCURRENCE \$
					AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE <input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL	172833-02	7/1/08	7/1/09	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
					EL EACH ACCIDENT \$1,000,000
					EL DISEASE - POLICY LIMIT \$1,000,000
					EL DISEASE - EA EMPLOYEE \$1,000,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS  
 COUNTY OF ALAMEDA, ITS BOARD OF SUPERVISORS, THE INDIVIDUAL MEMBERS THEREOF AND ALL COUNTY OFFICERS, AGENTS, EMPLOYEES AND REPRESENTATIVES PER CGD1050494

CERTIFICATE HOLDER  ALAMEDA COUNTY-PUBLIC WORKS AGCY 399 ELMHURST STREET, ROOM 216A HAYWARD CA 94544	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
--	---

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
3/11/2009


<b>PRODUCER</b>  DISTEFANO INSURANCE SERVICES 1820 GALINDO ST #220 CONCORD CA 94520 (925) 363-0052	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
<b>INSURED</b>  CAD MASTERS INC.  1111 CIVIC DR. #130 WALNUT CREEK, CA 94596 925-939-1200	<b>COMPANIES AFFORDING COVERAGE</b>  COMPANY <b>A TRAVELERS PROPERTY CASUALTY CO.</b>  COMPANY <b>B</b>  COMPANY <b>C REPUBLIC INDEMNITY</b>  COMPANY <b>D</b>

**COVERAGES**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNERS & CONTRACTORS PROT	680-6701C51A	7-1-08	7-1-09	GENERAL AGGREGATE \$2,000,000
					PRODUCTS - COMPI/OP AGG \$2,000,000
					PERSONAL & ADV INJURY \$1,000,000
					EACH OCCURRENCE \$1,000,000
					FIRE DAMAGE (Any one fire) \$1,000,000
					MED EXP (Any one person) \$ 5,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	680-6701C51A	7-1-08	7-1-09	COMBINED SINGLE LIMIT \$ 1,000,000
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN AUTO ONLY:
					EACH ACCIDENT \$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$
					AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY  THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: <input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL	172833-02	7/1/08	7/1/09	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
					EL EACH ACCIDENT \$1,000,000
					EL DISEASE - POLICY LIMIT \$1,000,000
					EL DISEASE - EA EMPLOYEE \$1,000,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS  
 COUNTY OF ALAMEDA, ITS BOARD OF SUPERVISORS, THE INDIVIDUAL MEMBERS THEREOF AND ALL COUNTY OFFICERS, AGENTS, EMPLOYEES AND REPRESENTATIVES PER CGD1050494

<b>CERTIFICATE HOLDER</b>  ALAMEDA COUNTY RISK MNGMT UNIT 125 12TH STREET, 3RD FLOR OAKLAND CA 94607	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.  AUTHORIZED REPRESENTATIVE  
--	---

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## BLANKET ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### PROVISIONS:

1. WHO IS AN INSURED (SECTION II) is amended to include as an insured any person or organization (called hereafter "additional insured") whom you have agreed in a written contract, executed prior to loss, to name as additional insured, but only with respect to liability arising out of "your work" or your ongoing operations for that additional insured performed by you or for you.
2. With respect to the insurance afforded to Additional Insureds the following conditions apply:
  - a. Limits of Insurance – The following limits of liability apply:
    1. The limits which you agreed to provide; or
    2. The limits shown on the declarations, whichever is less.
  - b. This insurance is excess over any valid and collectible insurance unless you have agreed in a written contract for this insurance to apply on a primary or contributory basis.
3. This insurance does not apply:
  - a. on any basis to any person or organization for whom you have purchased an Owners and Contractors Protective policy.
  - b. to "bodily injury," "property damage," "personal injury," or "advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
    1. The preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
    2. Supervisory, inspection or engineering services.

# EXHIBIT D

## DEBARMENT AND SUSPENSION CERTIFICATION

### COUNTY OF ALAMEDA

(Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).

**Request for Proposal  
for  
*Autodesk Training and Technical Support Services***

The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named and unnamed subcontractor:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessary result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

BIDDER: CAD Masters, Inc.

PRINCIPAL: Michael Self TITLE: CFU

SIGNATURE: M. Self DATE: 5/12/09

# EXHIBIT E

## COUNTY OF ALAMEDA CONTRACT COMPLIANCE REPORTING REQUIREMENTS

### RFP for *Autodesk Training and Technical Support Services*

Upon receipt of signed contract documents, prime contractor shall immediately enter/assign subcontractors in the System, confirm payments received from the COUNTY within 5 business days in the System, immediately enter payments made to subcontractors and ensure that subcontractors confirm they received payments within 5 business days in the System. Subcontractors shall confirm their payments received from the prime contractor within 5 business days in the System.

Alameda COUNTY Contract Compliance System training and ongoing support are provided at no charge to contractors and participating sub-contractors awarded a contract as a result of this bid process for this project. Contractors having contracts with the COUNTY which have a start date on or after July 1, 2007 should schedule a representative from their office/company, along with each of their subcontractors, to attend training. The training schedule may be viewed online at [http://www.elationsys.com/elationsys/support\\_1.htm](http://www.elationsys.com/elationsys/support_1.htm) or call Elation Systems at (510) 764-1870. A special access code will be provided to contractors and subcontractors participating in this contract awarded to allow use of the System free of charge.

It is the Contractor's responsibility to ensure that they and their subcontractors are registered and trained as required to utilize the Alameda County Contract Compliance System. Training sessions are approximately one hour and will be held periodically in a number of locations throughout Alameda County.





# BUSINESS OUTREACH & COMPLIANCE OFFICE (BOCO)

## Request for Authorization

### to Use Non-SLEB Contractor/Subcontractor

349

GSA-OAP  
MAY 01 2009  
RECEIVED

#### DIRECTIONS

**For Requests up to \$25,000:** Requesting Department or GSA-Purchasing, complete 1-9 below and submit with supporting documentation for approval to GSA Purchasing Manager, QIC 26026, for signature. GSA Purchasing will process procurements upon GSA Purchasing Manager signature.

**For Requests over \$25,000:** Complete 1-10 below and submit with supporting documentation to GSA Business Outreach Officer, QIC 26021, for approval and required SLEB Waiver Number to enter contract in ALCOLINK. BOCO will email signed Request approvals and denials to Requesting Departments and GSA Purchasing.

1. Please check appropriate box and complete department/contact information below.

- Requesting Department
- GSA Purchasing managing the competitive process for

a. Department: **Public Works** Contact: **Jane Ringot** Email: **janer@acpwa.org** Telephone #: **510-670-5432**

2. Recommended Vendor (Name): **CAD Masters, Inc.**

(Street Address): **1111 Civic Drive, Suite 130** (City, State & Zip): **Walnut Creek, CA 94596**

3. Total Contract (or PO/BPO) Value: \$ **290,000** Contract (or PO/BPO) Term: **7/1/2009- 6/30/2012** or One Time Purchase

4. Date Goods/Services Needed: **July 2009**

5. Brief explanation of why goods/services are required: **Autodesk training and technical support services for migration to the new complex civil design software (AutoCAD Civil 3D). This software is necessary to the design of Road and Flood Control Capital Projects and to the production of Capital Project plans.**

6. What are the consequences if the date goods/services needed (in #5 above) is not met? **Our current civil design (AutoCAD Land Desktop Companion) software was "retired" by Autodesk in March 2009. The latest release of AutoCAD Civil 3D in no longer contains AutoCAD Land Desktop Companion. Support for retired software historically ends 3 years after retirement. Delays in transition to the new AutoCAD Civil 3D can result in delays to capital projects. Complete stoppages could occur without Autodesk support.**

7. Explain what attempts were made to locate a SLEB prime or subcontractor(s), including  
a. Detailed statement of efforts made to contact and negotiate with certified businesses including list of certified business contacted with dates and names of individuals, addresses, dates and phone numbers: **Due to the complexity of this highly specialized of civil design software the contractor minimally needs be Autodesk certified in "Infrastructure" to teach and support AutoCAD Civil 3D software, and be an Autodesk Authorized Training Centers (ATC).**

On 12/30/08 a complete list of vendors providing computer training from the SLEB database was produced. ACPWA's consultant database was also reviewed. Both County databases were then compared to the list of Autodesk ATC's for infrastructure in the State of California obtained from Autodesk website on 12/30/08. We contacted Autodesk at 1-800-964-6432 and spoke with Rick on 1/5/09 and verified the ATC list was complete and up-to-date. There are NO certified SLEB's who are certified to provide the services needed. There are no longer any ATC's for "infrastructure" within Alameda County. CVIS was a SLEB in fiscal year 2007-2008, but their Alameda County office in Livermore is closed, and CVIS was purchase by a larger company Microdesk. Microdesk is not qualified to become a certified SLEB. January 2009, a RFP Vendor Bid List (Appendix L of the RFP) was developed by contacting all ATC's who had offices in Northern California. The County's Training Center was included in the bid process and on the bidders list.

The RFP was posted on the ACPWA website from 2/4/09 to 4/16/09. On 2/23/09, representatives from CAD Masters, Ideate and Microdesk attended the Proposers conference. When bid proposals were received a selection committee followed a qualification-based selection method as mandated by Government Code Sections 4525-4529.5 for selecting consultants.

The results were as follows:

- CAD Masters, Inc. - Ranked #1 after oral interviews with 481 points - bid amount \$282,167.50 (Contact: Drew Burgasser 1-925-939-1378)
- Ideate - Ranked #2 after oral interviews with 363 points - bid amount \$209,325 (44 Montgomery Street, Suite 1000, San Francisco, CA Contacts: Joey Tomko 1-888-662-7238 x6908, and Sandeep Menon 1-415-946-1024)
- Microdesk - "Non-responsive." Their proposal was late, incomplete and not submitted in the requested format. (4630 West Jacquelyn, Suite #108 Fresno, CA 93722 Contact: Karen Steitz 1-949-265-3254)
- California CAD Solutions, Inc - Did not to submit a proposal. They are no longer on Autodesk's ATC list as of 4/9/09. (1620 N. Carpenter Road, Suite C-28, PO Box 4779, Modesto CA, 95352 Contact: Ray Kinser 1-209-578-5580)
- County of Alameda Training and Conference Center - On 3/11/09 Annie from Elsie Lum's office stated, "They will not be bidding on this RFP." (Main Phone #1-510-272-6426)

b. List of items or selected portions of work proposed to be performed by certified business in order to increase the likelihood of achieving the stated goal.

In their oral interview CAD Master's suggested an online approach to manuals that could negate the majority of printing. Printing or printing supplies are the only items that might be provided by a SLEB sub-contractor. This is extremely difficult to quantify since printed materials, such as manuals, are to be provided free of charge in both vendors' proposals. Even if all materials are hard copy printed the amount would be less than 2% of the contract.

c. Reasons for contractor's conclusion that a certified subcontractor is not qualified to perform See item 7b.

To provide these specific technical services required the ATC's must have the appropriate Autodesk certified trainers and support staff, on staff over the duration of the contract. There are no companies that currently provide this service in Alameda County. It is not possible for the contractor to sub-contract these services.

d. Description of information provided to certified contractors/subcontractors regarding the plans, specifications and anticipated time schedule for portions of the work to be performed: Each bidder on the Bidders list received the Request for Proposal (RFP), Addendum 1 and the Bidders Q & A. The RFP included a calendar of events and a scope for training and technical support. The RFP, Addendum 1 and the Bidders Q & A was also posted to the ACPWA website for public viewing between 2/4/09 and 3/16/09. Plans and specifications are not applicable to these services.

8. If the contract is over \$100,000, is recommended vendor able to comply with the First Source Program?

Yes:  No:  If No, explain: \_\_\_\_\_

9. Department Certification: I certify to the accuracy of the proceeding statements,

Signature of Agency/Department Head or GSA Purchasing Staff (per #1 above)

Date

10.

Signature of GSA Purchasing Manager

Date

**BOCO to complete below, for purchases over \$25,000:**

A. Request Approved:  Waiver Valid Through 06/30/10 SLEB Waiver Number:

349

B.  Reason: No SLEB opportunity

at this time.

Linda Moore, GSA-Business Outreach Officer

Date

Pedro Valencia, GSA-Deputy Director, BOCO

Date

## QUESTIONNAIRE FOR DETERMINING THE WITHHOLDING STATUS

INSTRUCTIONS: This questionnaire is to be completed by the County department for services contracts and must be included as part of the contract package submitted to Public Works HR, who will forward it to the Human Resource Services Department (HRSD). Be sure to answer all of the questions in Sections I and II and to complete the certifications on page 2. Sections III and IV contain supplemental questions to be answered for contractors in certain service categories.

CONTRACTOR NAME: CAD Masters, Inc. DEPT #: 270401

TITLE/SERVICE: Autodesk Training and Technical Support

DEPT. CONTACT: Jane Ringot PHONE: 510-670-5432

### I. INFORMATION ABOUT THE CONTRACTOR

YES NO

1. Is the contractor a corporation or partnership?  ( )
2. Does the contractor have the right per the contract to hire others to do the work agreed to in the contract?  ( )

If the answer to BOTH questions is YES, provide the employer ID number here:

68-0343512

No other questions need to be answered. Withholding is not required.

If the answer to question 1 is NO and 2 is YES, provide the individual social security number here: \_\_\_\_\_

No other questions need to be answered. Withholding is not required.

If the answer to question 2 is NO, continue to Section II.

### II. RELATIONSHIP OF THE PARTIES

YES NO

1. Does the County have the right to control the way in which the work will be done, i.e., will the County be able to specify the sequence of steps or the processes to be followed if it chooses to do so? ( ) ( )
2. Is the contractor restricted from performing similar services for other businesses while he is working for the County? ( ) ( )
3. Will the contractor be working for more than 50% of the time for the County (50% = 20 hrs/wk; 80 hrs/mo)? ( ) ( )
4. Is the relationship between the County and the contractor intended to be ongoing? ( ) ( )

**III. FOR CONSULTANTS, PROJECT MANAGERS, PROJECT COORDINATORS**

- 1. Is the contractor being hired for a period of time rather than for a specific project? ( ) ( )
- 2. Will payment be based on a wage or salary (as opposed to a commission or lump sum)? ( ) ( )

**IV. FOR PHYSICIANS, PSYCHIATRISTS, DENTISTS, PSYCHOLOGISTS**

- 1. Will the agreement be with an individual who does not have an outside practice? ( ) ( )
- 1.a. Will the contractor work more than an average of ten hours per week? ( ) ( )

IF THE ANSWER TO 1.a IS YES, ANSWER QUESTIONS 1.b.

- 1.b. Will the County provide more than 20% of the contractor's income? ( ) ( )
- 2. If the answer to either question 1.a, or if required, question 1.b is NO, the entire answer is NO.

A "yes" answer to any of the questions in Section II, or, if applicable, Sections III or IV constitutes justification for paying the contractor through the payroll system as an "employee for withholding purposes."

**CERTIFICATIONS:**

I hereby certify that the answers to the above questions accurately reflect the anticipated working relationship for this contract.

*Michael Self*  
 \_\_\_\_\_  
 CAD Masters, Inc.  
 Contractor

*[Signature]*  
 \_\_\_\_\_  
 Agency/Department Head or Designee

*5/12/09*  
 \_\_\_\_\_  
 Date

*5-12-09*  
 \_\_\_\_\_  
 Date

**HRSD APPROVAL REQUIRED FOR ALL STANDARD SERVICES AGREEMENTS:**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_