

Solicitation IFB 10-118624

Professional Development Curriculum Services

State of California

Bid IFB 10-118624

Professional Development Curriculum Services

Bid Number **IFB 10-118624**
Bid Title **Professional Development Curriculum Services**

Bid Start Date **Mar 15, 2011 2:18:27 PM PDT**
Bid End Date **Mar 29, 2011 2:00:00 PM PDT**
Question & Answer End Date **Mar 21, 2011 5:00:00 PM PDT**

Bid Contact **Josue Vizcarra**
916-739-7821
josue.vizcarra@state.ca.gov

Standard Disclaimer **The State of California advises that prospective bidders periodically check the websites, including but not limited to Bidsync, and/or other state department links for modifications to bid documents. The State of California is not responsible for a prospective bidder's misunderstanding of the bid solicitation or nonresponsive bid due to failure to check these websites for updates or amendments to bid documents, and/or other information regarding the bid solicitations. Failure to periodically check these websites will be at the bidder's sole risk.**

The information published and/or responded to on these websites is public information. Confidential questions/issues/concerns should be directed to the contact on the ad.

Description

The purpose of this IFB is to solicit bids from vendors to provide instructor led training courses in Professional Development Curriculum for the California Technology Agency Training & Event Center. See Exhibit A, Statement of Work, for a complete description of services.

STATE OF CALIFORNIA

JERRY BROWN, Governor

CALIFORNIA TECHNOLOGY AGENCY

P.O. Box 1810, MS Y18
Rancho Cordova, CA 95741-1810
(916) 431-5039



INVITATION FOR BID
Notice to Prospective Bidders

PROFESSIONAL DEVELOPMENT CURRICULUM SERVICES
IFB 10-118624

March 15, 2011

You are invited to review and respond to this Invitation for Bid (IFB), entitled "IFB 10-118624, Professional Development Curriculum Services." In submitting your bid, you must comply with these instructions contained herein. **Payment for services performed under the resulting Agreement shall be by firm fixed deliverables.**

Note that all agreements entered into with the State of California will include by reference the State's General Terms and Conditions (GTC-610) which may be viewed and downloaded at the Internet site <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>. If you do not have Internet access, a hard copy can be provided by contacting the person listed below.

In the opinion of the California Technology Agency, this IFB is complete and without need of explanation. However, if you have questions, or should you need any clarifying information, the contact person for this IFB is:

Josué Vizcarra
California Technology Agency
(916) 431-5039
josue.vizcarra@state.ca.gov

Please note that no *verbal* information given will be binding upon the California Technology Agency unless such information is issued in writing as an official addendum.

Josué Vizcarra
Staff Contract Administrator

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PROFESSIONAL DEVELOPMENT CURRICULUM

A. Purpose and Description of Services

The California Technology Agency, hereafter referred to as Technology Agency, operates a Training Center to provide year round, on-site Professional Development training services. The audience for these classes is for the employees of the State of California and other government agencies. The classes from this Agreement will be ongoing throughout the duration of the contract.

B. Bidder Minimum Qualifications**1. Experience**

The Bidder shall provide qualified instructors who can complete the identified tasks within the Statement of Work (SOW) to ensure that the Technology Agency receives the highest quality of service. The instructors must be experienced and competent both in the subject matter being taught and in presentation skills. Instructors must possess a minimum of three (3) years of practical experience teaching formal, instructor led courses on the subjects requested in the SOW.

C. Mandatory Requirements/Response Content**1. Résumés**

The Bidder shall submit résumés for each instructor proposed for this engagement. An acceptable résumé shall include the person's education, any applicable credentials and/or certifications, current work history and a summary of similar work performed. Sufficient detail must be included in each résumé to allow the Technology Agency to verify the experience cited.

Employee résumés must show relevant experience including, but not limited to:

- a. Three (3) years of practical experience teaching formal, instructor led courses on the subject matter sought on this IFB with highlights of duties performed in prior positions:
- b. Explanation of instructor's knowledge and/or experience teaching the subject matter requested in the solicitation; and
- c. Description of courses or types of courses that are the instructor's forte or if able to teach all of them.

2. Bidder Response to Exhibit A, Statement of Work

The Bidder must submit a response to Exhibit A, Statement of Work (SOW) that includes:

- a. A statement detailing your company's qualifications to provide the training you propose to offer.
- b. A work plan describing how the services identified in the SOW will be performed.
- c. A list of each course title described in the Statement of Work (SOW). The list should include, but is not limited to:
 - 1) Course description;
 - 2) Course length;
 - 3) Class objectives;
 - 4) Tools/skills sought by this solicitation; and
 - 5) Full range of titles and levels (beginner – advanced).

3. Student Course Material

- a. Submission of one (1) original single hard copy (CD is not acceptable) of the student textbook and any reference materials for the following courses:
 - 1) Customer Satisfaction;
 - 2) Conflict Management, Introduction;
 - 3) Conflict Management, Advanced;
 - 4) Listening Skills, Introduction;
 - 5) Listening Skills, Advanced;
 - 6) Presentation Skills, Introduction;
 - 7) Presentation Skills, Advanced;
 - 8) Negotiation, Introduction;
 - 9) Leadership; and
 - 10) Collaborative Conversations.

b. Course materials shall meet the following criteria:

- 1) Textbooks must be bound (glue, spiral, binder, etc.) and professional in appearance;
- 2) Table of contents or sections/chapters are tabbed for easy student navigation;
- 3) Contents are printed in an easy to read font and style (e.g., 12 pt, Arial);
- 4) All pages must be numbered and titled;
- 5) Contents must provide sufficient information to supplement the instructor's presentation and serve as reference material for the student after the class has been completed;
- 6) Contents may not be materials prepared for this solicitation, but must be the standard classroom materials given to students in class; and
- 7) If materials provided to students are copyrighted by other than the vendor delivering this training then explain if said materials require permissions from the copyrighted source to distribute in class. Explain either yes or no that permissions are/are not required and why/why not.

4. Bidder References

The purpose of the Customer Reference requirement is to provide the Technology Agency the ability to verify claims made in the bid by the Bidder and to ensure that the Bidder has a proven track record of providing the desired services in a satisfactory manner. The Technology Agency, at its sole discretion, may contact the submitted references and/or obtain references other than those provided by the Bidder. Any negative references shall be considered a material deviation.

- a. The Bidder must provide a minimum of three (3) paying customers who have received or who are currently receiving services of a similar scope to the Technology Agency's requirements contained herein. (See Attachment 4.) The references must meet the following requirements:
 - 1) All customer references listed must have received services within the last two (2) years similar to those requested in the SOW.
 - 2) The Technology Agency may not be used as a reference.
- b. The submitted references must confirm the Contractor's satisfactory performance of the services.

D. Bid Requirements and Information

Listed below are the important dates and times by which the actions must be taken or completed. If the Technology Agency finds it necessary to change any of these dates, it will be accomplished via an addendum to the IFB. All dates after the final date for bid submission deadline are approximate and may be adjusted as conditions indicate, without addendum to this IFB.

1. Key Action Dates

Key Action Dates	Date	Time
IFB Available to Prospective Bidders	03/15/2011	
Submission of Written Questions	03/21/2011	
Final Date for Bid Submission	03/29/2011	2:00 pm
Public Bid Opening	03/29/2011	2:15 pm
Notice of Intent to Award	04/05/2011	
Last Day to Protest	04/12/2011	
Agreement Award	04/13/2011	
Commence Agreement Services	TBD	

a. Public Bid Opening

- 1) A public bid opening is scheduled on Tuesday, March 29, 2011, at 2:15 PM at 10860 Gold Center Drive, Suite 200, Rancho Cordova, CA 95670, for the purpose of announcing the "Grand total bid Price" as submitted on each bidder's Cost Summary Worksheet.
- 2) The California Technology Agency is a secured facility, requiring pre-authorization and a picture ID to gain access. All bidders planning to attend the public bid opening must contact Josué Vizcarra at (916) 431-5039 or josue.vizcarra@state.ca.gov no later than one (1) day prior to the scheduled date and time of the public bid opening and provide your name and the name of the company you represent. No bidder will be allowed to attend the public bid opening if they did not contact the California Technology Agency representative as instructed.
- 3) On the day of the public bid opening, please allow at least 15 minutes to process through Security upon your arrival. The public bid opening will begin promptly at 2:15 PM.

2. Submission of Bid

- a. All bids must be submitted under **sealed** cover and sent to the Technology Agency by the dates and time shown in Section D.1, Key Action Dates. The envelopes must be plainly marked with the IFB number and title, must show the Bidder's firm's name and address, and must be marked with "DO NOT OPEN," as shown in the following example:

CALIFORNIA TECHNOLOGY AGENCY
MAIL STOP Y18
P.O. Box 1810
Rancho Cordova, CA 95741

"DO NOT OPEN"
IFB 10-118624
PROFESSIONAL DEVELOPMENT CURRICULUM

- b. Bids not submitted under sealed cover may be rejected.
- c. One (1) original, two (2) copies, and one (1) softcopy on electronic media (such as CD or flash drive) of the bid must be submitted; **except for Course Material (Student Textbooks and any other reference material), only one (1) original single hard copy is required to be submitted with bid, as outlined in Section C.3.a. Student Course Material.**
- d. All bids shall include the documents identified in Attachment 1, 'Required Attachment Checklist'. Bids not including the required attachments may be deemed non-responsive, and may result in bid rejection. A non-responsive bid is one that does not meet the basic bid requirements.
- e. All documents requiring a signature must bear an original signature of a person authorized to bind the bidding firm.
- f. Mail or deliver bids to the following address:

Parcel Post (FedEx, UPS, etc)	Hand Delivered Bid	United States Postal Service (USPS)
California Technology Agency 10860 Gold Center Drive, Mail Room - Suite 105 Rancho Cordova, CA 95670 Attn: Josué Vizcarra	California Technology Agency 10860 Gold Center Drive, Suite 200 Rancho Cordova, CA 95670 Attn: Josué Vizcarra	California Technology Agency Mail Stop Y18 P.O. Box 1810 Rancho Cordova, CA 95741 Attn: Josué Vizcarra

- g. Bids must be submitted for the performance of all the services described herein. Any deviation from the work specifications will not be considered, and will cause a bid to be rejected.

- h. A bid may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The Technology Agency may reject any or all bids, and may waive an immaterial deviation in a bid. The Technology Agency's waiver of an immaterial deviation shall in no way modify the IFB document or excuse the Bidder from full compliance with all requirements if awarded the Agreement.
- i. Costs incurred for developing bids and in anticipation of award of the Agreement, are entirely the responsibility of the Bidder, and shall not be charged to the Technology Agency.
- j. An individual who is authorized to bind the Bidder contractually shall sign Attachment 3, Bid/Bidder Certification Sheet. The signature should indicate the title or position that the individual holds in the firm. An unsigned attachment may be rejected.
- k. A bidder may withdraw its bid prior to the bid submission deadline by submitting a written withdrawal request to the Technology Agency, signed by the Bidder or an authorized agent. A bidder may, thereafter, submit a new bid prior to the bid submission deadline. Bids may not be withdrawn without cause subsequent to bid submission deadline.
- l. The Technology Agency is not required to award an Agreement. The Technology Agency reserves the right to reject all bids.
- m. Before submitting a response to this solicitation, bidders should review, correct all known errors and confirm compliance with the IFB requirements.
- n. The Technology Agency does not accept alternate Agreement language from a prospective bidder. A bid with such language shall be considered a counter bid, and will be rejected. The State's General Terms and Conditions (GTC) are not negotiable.
- o. No oral understanding or agreement shall be binding on either party.

3. Questions and Clarification

- a. Every attempt has been made to produce complete specifications for this service. Should the Bidder discover any ambiguity, conflict, omission or other error in the IFB, or have any questions concerning interpretation or clarification, the Bidder shall immediately notify the Technology Agency of such in writing and request clarification or modification of the document. All questions or concerns regarding this IFB must be sent in writing by mail or electronically to the contact person listed on page one (1) of this IFB or submitted through Bid Sync. All questions must be received on or before the date indicated in Section C.1, Key Action Dates.
- b. All questions will be answered in writing and posted to Bid Sync as a Question and Answer Set. The Question and Answer Set will state each question, but not the source of the question, along with the Technology Agency's response. If necessary an addendum will be issued to modify this IFB. Only written responses shall be considered binding. Bidders should rely on written, rather than verbal responses from the Technology Agency.

4. Evaluation and Selection

- a. At the time of the public bid opening, the Technology Agency will announce the "Grand total bid Price" as submitted on each bidder's Cost Summary Worksheet, Attachment 2.
- b. All bids will be checked for completeness and accuracy to verify the amounts. After application of any preference program adjustments, the apparent lowest bid will be identified, and the Technology Agency will check the apparent lowest bid for the presence or absence of required information in conformance with the submission requirements of this IFB.
- c. Should the apparent lowest bidder's submission be found to be nonresponsive to any of the mandatory requirements, the Technology Agency will then proceed with the evaluation of the next lowest bid. This process will continue until the Technology Agency has identified the responsive and responsible Bidder who submitted the lowest net cost to the Technology Agency.
- d. Bids that contain false or misleading statements, or which provide references, which do not support an attribute or condition claimed by the Bidder, may be rejected.
- e. Award if made, will be to the lowest responsive responsible bidder.

5. Award and Protest

- a. Whenever an agreement is awarded under a procedure, which provides for competitive bidding, but the agreement is not to be awarded to the low Bidder, the low Bidder shall be notified by electronic facsimile transmission, overnight courier, or personal delivery five (5) working days prior to the award of the agreement.
- b. Notice of the proposed award shall be posted in a public place in the office of the awarding agency at least five (5) working days prior to awarding the Agreement.
- c. If any Bidder, prior to the award of the Agreement, files a written protest with the Department of General Services, Office of Legal Services, 707 Third Street, 7th Floor, Suite 7-330, West Sacramento, CA 95605, and the Technology Agency, on the grounds that the (protesting) Bidder is the lowest responsive responsible Bidder, the Agreement shall not be awarded until, either the protest has been withdrawn, or the Department of General Services has decided the matter.
- d. Within five (5) working days after filing the initial protest, the protesting Bidder shall file with the Department of General Services and the awarding agency a detailed written statement specifying the grounds for the protest. The written protest must be sent to the Department of General Services, Office of Legal Services, 707 Third Street, 7th Floor, Suite 7-330, West Sacramento, CA 95605. A copy of the detailed written statement should be mailed to the awarding agency. It is suggested that the protesting Bidder submit any protest by certified or registered mail.
- e. Upon resolution of the protest and award of the agreement, the Contractor must complete and submit to the Technology Agency the Payee Data Record (STD. 204), to determine if the Contractor is subject to state income tax withholding pursuant to California Revenue and Taxation Code sections 18662 and 26131. This form can be found on the Internet at www.osp.dgs.ca.gov under the heading "Forms Management Center." No payment shall be made unless a completed STD. 204 has been returned to the Technology Agency.
- f. Upon resolution of the protest and award of the agreement, the Contractor must sign and submit to the awarding agency, page one (1) of the Contractor Certification Clauses (CCC-307), which can be found on the Internet at <http://www.documents.dgs.ca.gov/ols/CCC-307.doc>. This document is only required if the Bidder has not submitted this form to the awarding agency within the last three (3) years.

6. Disposition of Bids

Upon bid opening, all documents submitted in response to this IFB will become the property of the State of California, and will be regarded as public records under the California Public Records Act (Government Code section 6250 et. seq.) and subject to review by the public.

7. Agreement Execution and Performance

The selected Bidder is expected to commence Agreement services by the date listed in the Key Action Dates. Should the Contractor fail to commence work at the agreed upon time, the Technology Agency, upon five (5) State business days' written notice to the Contractor, reserves the right to terminate the Agreement. In addition, the Contractor shall be liable to the Technology Agency for the difference between the Contractor's bid price and the actual cost of performing work by the second lowest Bidder, or by another contractor.

E. Preference Programs

1. Disabled Veteran Business Enterprise (DVBE) Program Participation Requirement

The State has established goals for DVBE participation in State contracts. For this procurement the participation goal is three percent (3%). Review the instructions and complete the forms in Attachment 8.

PLEASE READ THIS REQUIREMENT CAREFULLY. FAILURE TO COMPLY WITH THE DVBE REQUIREMENT WILL CAUSE YOUR BID RESPONSE TO BE DEEMED NON-RESPONSIVE, AND YOUR FIRM INELIGIBLE FOR AWARD OF THE PROPOSED AGREEMENT.

2. DVBE Incentive

In accordance with Section 999.5(a) of the Military and Veterans Code an incentive will be given to bidders who provide DVBE participation. For evaluation purposes only, the State shall apply an incentive to bids that propose California certified DVBE participation as identified on the Bidder Declaration GSPD-05-105 and confirmed by the State.

The incentive amount for awards based on best value will vary in conjunction with the percentage of DVBE participation. The following table identifies the incentive points for DVBE participation.

Confirmed DVBE Participation of:	DVBE Incentive:
3% or more	5%
2% up to 2.99%	3%
1% up to 1.99%	1%

3. Small Business Preference

- a. Section 14835 et seq. of the California Government Code requires that a five percent (5%) preference be given to Bidders who qualify as a small business, or Bidders who qualify as a non-small business claiming at least 25% California certified small business subcontractor participation. The rules and regulations of this law, including the definition of a small business, or qualifying non-small business, are contained in Title 2, California Code of Regulations, section 1896 et seq. The definition of nonprofit veteran service agencies qualifying as a small business is contained in section 999.50 et seq. of the Military and Veterans Code. Attachment 3, Bid/Bidder Certification, contains appropriate fields for indicating whether a bidder is claiming the Small Business preference.
- b. The Small Business regulations, located in the California Code of Regulations (Title 2, Division 2, Chapter 3, Subchapter 8, section 1896 et seq.), concerning the application and calculation of the small business preference, small business certification, responsibilities of small business, department certification, and appeals are revised, effective 09/09/04. The new regulations can be viewed at (www.pd.dgs.ca.gov/smbus). Access the regulations by Clicking on "Small Business Regulations" in the right sidebar. For those without Internet access, a copy of the regulations can be obtained by calling the Office of Small Business and DVBE Services at (916) 375-4940.

4. Non-Small Business Sub-contractor Preference

- a. A five percent (5%) bid preference is now available to a non-small business that commits to subcontracting at least 25% of the net bid price with one (1) or more California certified small business(es). If claiming the non-small business subcontractor preference, the bid response must include a complete list of the certified small business(es) with which you commit to subcontract an amount of at least 25% of the net bid price. Each listed certified small business must perform a "commercially useful function" in the performance of the Agreement as defined in Government Code section 14837(d)(4).
- b. The required list of California certified small business subcontracts must be attached to the bid response and must include the following: 1) subcontractor name; 2) address; 3) phone number; 4) a description of the work to be performed and/or products supplied; 5) and, the dollar amount or percentage of the net bid price (as specified in the solicitation) per subcontractor. This requirement may be met by completing and submitting the **Bidder Declaration Form GSPD 05-105**, see Attachment 9.

5. Small Business Non-profit Veteran Service Agency (SB/NVSA)

SB/NVSA prime bidders meeting requirements specified in the Military and Veterans Code section 999.50 et. seq. and obtaining a California certification as a small business are eligible for the five percent (5%) small business preference.

6. Small Business Certification

- a. Bidders claiming the small business preference must be certified by California as a small business or must commit to subcontract at least 25% of the net bid price with one or more California certified small businesses. Completed certification applications and required support documents must be submitted to the Office of Small Business and DVBE Services (OSDS) no later than 5:00 p.m. on the bid due date, and the OSDS must be able to approve the application as submitted. Questions regarding certification should be directed to the OSDS at (916) 375-4940.
- b. Small business nonprofit veteran service agencies (SB/NVSA) claiming the small business preference must possess certification by California prior to the day and time bids are due. Questions regarding certification should be directed to the OSDS at (916) 375-4940.

7. TACPA /EZA/LAMBRA

If the Vendor qualifies for more than one (1) bidding preference (TACPA, EZA, LAMBRA, or Small Business), the maximum preference allowed by law is 15% or \$100,000.

- a. Target Area Contract Preferences Act (TACPA) (STD. 830S for Services)

Preference will be granted to California-based Vendors in accordance with Government Code section 4530 whenever contract for goods and services are in excess of \$85,000 and the Vendor meets certain requirements, as defined in the California Code (Title 2, section 1896.30), regarding labor needed to produce the goods or provide the services being procured. The Vendors desiring to claim Target Area Contract Preferences Act shall complete STD. Form 830 and submit it with the quotation. Refer to the following website link to obtain the appropriate form:
<http://www.documents.dgs.ca.gov/osp/pdf/std830.pdf>

b. Enterprise Zone Act Preference (EZA)

Government Code section 7080, et seq., provides that California based companies may be granted preferences when bidding on state contracts in excess of \$100,000 for goods and services (excluding construction contracts) if the business site is located within designated "Enterprise Zones" (see STD. Form 831). The Vendors desiring to claim this preference must submit a fully executed copy of STD. Form 831 with their quotation. The Vendors proposing to perform the contract in a designated enterprise zone are required to identify such site(s) on the Std. Form 831. Failure to identify a site(s), which qualifies as an enterprise zone, will result in denial of the claimed preferences. A Vendor who has claimed an EZA preference and is awarded the Agreement based on such preference(s) will be obligated to perform the Agreement in accordance with the Act. Refer to the following website link to obtain the appropriate form: <http://www.documents.dgs.ca.gov/osp/pdf/std831.pdf>

c. Local Agency Military Base Recovery Area Preference (LAMBRA)

The LAMBRA bidding preference that you qualify for is used for bid solicitation purposes only, to a maximum of \$50,000. The preference does not alter the amount of the resulting Agreement (Government Code, section 7118 et seq., and California Code of Regulations, Title 2, section 1896, 100 et seq.). The Vendors desiring to claim this preference must submit a fully executed copy of STD. Form 832 with their quotation. Refer to the following website link to obtain the appropriate form: <http://www.documents.dgs.ca.gov/osp/pdf/std832.pdf>

F. Required Attachments

In order to be considered responsive, the bid must be complete. The Bidder must return all required attachments listed with one (1) asterisk on Attachment 1, "Required Attachment Checklist," and any optional attachments, listed with two (2) asterisks, for which the Bidder qualifies.

ATTACHMENT 1**REQUIRED ATTACHMENT CHECK LIST**

A complete bid or bid package will consist of the items identified below. Complete this checklist to confirm the items in your bid. Place a check mark or "X" next to each item that you are submitting to the Technology Agency. For your bid to be responsive, all required attachments must be returned. This checklist should be returned with your bid package. Failure to return all required forms may cause your bid to be rejected.

<u>Attachment</u>	<u>Attachment Name/Description</u>
_____ Attachment 1	Required Attachment Check List*
_____ Attachment 2	Cost Worksheets*
_____ Attachment 3	Bid/Bidder Certification Sheet*
_____	Résumés*
_____	Work Plan*
_____	Student Textbooks (10 classes identified in Section C.3)*
_____ Attachment 4	Bidder References*
_____ Attachment 5	Payee Data Record (STD. 204)*
_____ Attachment 6	Security and Confidentiality Statement*
_____ Attachment 7	Small Business Declaration*
_____ Attachment 8	DVBE Program Participation Requirement*
_____ Attachment 9	Bidder Declaration Form (GSPD-05-105)*
_____ Attachment 10	Contractor Certification Clauses (CCC-307)*
_____	Target Area Contract Preference Act (TACPA)**
_____	Enterprise Zone Act (EZA)**
_____	Local Agency Military Base Recovery Area (LAMBRA)**

* These documents are mandatory and required to be submitted with the bid package.

** Submit these documents with the bid package, only if applicable.

ATTACHMENT 2
COST WORKSHEET – MANDATORY CLASSES
(PAGE 1 OF 3)

PROFESSIONAL DEVELOPMENT CURRICULUM

The Contractor shall furnish all labor, materials and equipment necessary to perform the Curriculum training services in accordance with the specification described in Exhibit A, Scope of Work, at the rates specified below. Payment for services performed under this Agreement shall be based on firm fixed deliverables.

This Cost Worksheet (Table 1) shows each course title (Column A) for which the Technology Agency is requesting pricing. The Bidder shall enter the cost to deliver each class as follows:

1. Column B: State the class duration, (e.g., 1 day, 2 days)
2. Column C: Cost per class for up to 12 Students
3. Column D: Cost per class for up to 25 Students
4. Column C/Row 26: Subtotal for rows C.1 thru C.25
5. Column D/Row 26: Subtotal for rows D.1 thru D.25

Table #1

A. Courses/Deliverables	B. Vendor Course Duration (Days)	C. Rate for up to 12 Students per Class	D. Rate for 13 to 25 Students per Class
1. Customer Satisfaction		\$	\$
2. Conflict Management, Intro		\$	\$
3. Conflict Management, Advanced		\$	\$
4. Listening Skills, Intro		\$	\$
5. Listening Skills, Advanced		\$	\$
6. Presentation Skills, Intro		\$	\$
7. Presentation Skills, Advanced		\$	\$
8. Negotiation, Introduction		\$	\$
9. Negotiation, Advanced		\$	\$
10. Leadership		\$	\$
11. Diversity		\$	\$
12. Coaching & Mentoring, Intro		\$	\$
13. Coaching & Mentoring, Advanced		\$	\$
14. Team Building, Intro		\$	\$
15. Team Building, Advanced		\$	\$
16. Decision Making		\$	\$
17. Critical Thinking/Problem Solving		\$	\$
18. Facilitation of Groups/Teams, Intro		\$	\$

CCCC

ATTACHMENT 2
COST WORKSHEET – MANDATORY CLASSES
(PAGE 2 OF 3)

PROFESSIONAL DEVELOPMENT CURRICULUM

A. Courses/Deliverables	B. Vendor Course Duration (Days)	C. Rate for up to 12 Students per Class	D. Rate for 13 to 25 Students per Class
19. Facilitation of Groups/Teams, Advanced		\$	\$
20. Managing Time		\$	\$
21. Managing Change, Intro		\$	\$
22. Managing Change, Advanced		\$	\$
23. Managing Stress		\$	\$
24. Event Planning		\$	\$
25. Collaborative Conversations		\$	\$
26. TOTAL		\$	\$

Table #2

Total Cost for Mandatory Classes	Amount
Total from Table 1, Column C, Line 26	\$
Total from Table 1, Column D, Line 26	\$
Grand Total Bid Price	\$

ATTACHMENT 2
COST WORKSHEET – OPTIONAL CLASSES
(PAGE 3 OF 3)

PROFESSIONAL DEVELOPMENT CURRICULUM

The Contractor shall use this Cost Worksheet (Table 3) to identify and make available on an optional basis. The Technology Agency makes no commitment in regards to optional courses and they will not be considered as part of the evaluation.

The Bidder shall enter the cost to deliver each class as follows:

1. Column B: State the class duration, (e.g., 1 day, 2 days)
2. Column C: Cost per class for up to 12 Students
3. Column D: Cost per class for up to 25 Students
4. Column C/Row 11: Subtotal for rows C.1 thru C.10
5. Column D/Row 11: Subtotal for rows D.1 thru D.10

Table #3

A. Courses/Deliverables	B. Vendor Course Duration (Days)	C. Rate for up to 12 Students per Class	D. Rate for 13 to 25 Students per Class
1.		\$	\$
2.		\$	\$
3.		\$	\$
4.		\$	\$
5.		\$	\$
6.		\$	\$
7.		\$	\$
8.		\$	\$
9.		\$	\$
10.		\$	\$
11. Grand Total, Optional Classes		\$	\$

ATTACHMENT 3

(Page 1 of 2)

BID/BIDDER CERTIFICATION SHEET*(Refer to the instructions on the next page.)*

This Bid/Bidder Certification Sheet must be signed and returned along with all the "required attachments" as an entire package, with original signatures on each copy. The bid must be sent in a sealed envelope in accordance with the IFB instructions.

- A. Our all-inclusive bid is submitted as detailed in Attachment 2, Cost Summary Worksheet.
- B. All required attachments are included with this certification sheet.
- C. I have read and understand the DVBE participation requirements, and have included documentation demonstrating that I have met the participation goals, or have made a good faith effort.
- D. The signature affixed hereon and dated certifies compliance with all the requirements of this bid document. The signature below authorizes the verification of this certification.

An Unsigned Bid/Bidder Certification Sheet May Be Cause for Rejection.

1. Company Name	2. Telephone Number ()	2a. Fax Number ()
3. Address		
Indicate your organization type:		
4. ☐ Sole Proprietorship	5. ☐ Partnership	6. ☐ Corporation
Indicate the applicable employee and/or corporation number:		
7. Federal Employee ID No. (FEIN)	8. California Corporation No.	
9. Indicate applicable license and/or certification information:		
10. Bidder's Name (Print)		11. Title
12. Signature		13. Date
14. Are you certified with the Department of General Services, Office of Small Business and DVBE Services (OSDS) as: a. California Small Business Yes ☐ No ☐ If yes, enter certification number: _____ b. Disabled Veteran Business Enterprise Yes ☐ No ☐ If yes, enter your service code below: _____		
NOTE: A copy of your Certification is required to be included if either of the above items is checked "Yes" Date application was submitted to OSBCR, if an application is _____		

ATTACHMENT 3
(Page 2 of 2)**COMPLETION INSTRUCTIONS FOR BID/BIDDER CERTIFICATION SHEET**

Complete the numbered items on the
Bid/Bidder Certification Sheet by following the instructions below.

Item Number	Instructions
1, 2, 2a, 3	Must be completed. These items are self-explanatory.
4	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one (1) person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
5	Check if your firm is a partnership. A partnership is a voluntary agreement between two (2) or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two (2) or more persons to carry on, as co-owners, a business for profit.
6	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
7	Enter your federal employee tax identification number.
8	Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
9	Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being procured.
10, 11, 12, 13	Must be completed. These items are self-explanatory.
14	If certified as a California Small Business, place a check in the "Yes" box, and enter your certification number on the line. If certified as a Disabled Veterans Business Enterprise, place a check in the "Yes" box and enter your service code on the line. If you are not certified to one (1) or both, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to OSBCR.

California Technology Agency

IFB 10-118624
Professional Development Curriculum**ATTACHMENT 4 – BIDDER REFERENCES****PROFESSIONAL DEVELOPMENT CURRICULUM**

Submission of this attachment is mandatory. References must be previous customers.

REFERENCE 1

Name of Firm

Street Address

City

State

Zip Code

Contact Person

Phone

E-mail

Dates of Service

Value/Cost of Service \$

☐ Company Reference☐ Individual ReferenceName of Individual:

Brief Description of Service Provided:

REFERENCE 2

Name of Firm

Street Address

City

State

Zip Code

Contact Person

Phone

E-mail

Dates of Service

Value/Cost of Service \$

☐ Company Reference☐ Individual ReferenceName of Individual:

Brief Description of Service Provided:

REFERENCE 3

Name of Firm

Street Address

City

State

Zip Code

Contact Person

Phone

E-mail

Dates of Service

Value/Cost of Service \$

☐ Company Reference☐ Individual ReferenceName of Individual:

Brief Description of Service Provided:

California Technology Agency

IFB 10-118624
Professional Development Curriculum**ATTACHMENT 5 – PAYEE DATA RECORD, STD 204**

PROFESSIONAL DEVELOPMENT CURRICULUM

The Contractor is required to submit a Payee Data Record, STD 204. Refer to the following link for more details.

<http://www.documents.dgs.ca.gov/osp/pdf/std204.pdf>

California Technology Agency

IFB 10-118624
Professional Development Curriculum**ATTACHMENT 6**

PROFESSIONAL DEVELOPMENT CURRICULUM

State of California
California Technology Agency**SECURITY AND CONFIDENTIALITY STATEMENT
FOR VENDORS/CONSULTANTS**

As an authorized representative and / or corporate officer of the company named below, I agree that all persons employed by this company California Technology Agency (Technology Agency) will adhere to the following policy:

All information belonging to the (Technology Agency) or its affiliated agencies is considered sensitive and / or confidential and cannot be disclosed to any person or entity that is not directly approved to participate in the work required to execute this Agreement.

I certify that I will keep all project information, including information concerning the planning, processes, development or procedures of the Project, confidential and secure. I will not copy, give or otherwise disclose such information to any other person unless the Technology Agency has on file a Security and Confidentiality Statement signed by the other persons, and the disclosure is authorized and necessary for the Project. I understand that the information to be kept confidential includes, but is not limited to, specifications, administrative requirements, terms and conditions, concepts and discussions, as well as written and electronic materials. I further understand that if I leave this project before it ends, I must still keep all project information confidential. I agree to follow any instructions provided by the Project relating to the confidentiality of project information.

I fully understand that any unauthorized disclosure I make may be basis for civil or criminal penalties and / or disciplinary action (for state employees). I agree to advise the contract manager immediately in the event of an unauthorized disclosure, inappropriate access, misuse, theft or loss of data.

All materials provided for this Project, except where explicitly stated will be promptly returned or destroyed, as instructed by an authorized Technology Agency representative. If the materials are destroyed and not returned, a letter attesting to their complete destruction which documents the destruction procedures must be sent to the contract manager at the Agency before payment can be made for services rendered. In addition, all copies or derivations, including any working or archival backups of the information, will be physically and / or electronically destroyed within five (5) calendar days immediately following either the end of the contract period or the final payment, as determined by the Agency.

All personnel assigned to this project shall be provided a Security and Confidentiality Statement and will be expected to sign and return it to the representative listed below before beginning work on this project.

REPRESENTATIVE NAME	TITLE	PHONE NUMBER
COMPANY NAME		
STREET ADDRESS		
CITY	STATE	ZIP CODE
SIGNATURE		DATE

California Technology Agency

IFB 10-118624
Professional Development Curriculum**ATTACHMENT 7 – SMALL BUSINESS DECLARATION**

PROFESSIONAL DEVELOPMENT CURRICULUM

Contractors shall complete the following information:

Are you claiming preference as a California Certified Small Business? Yes ☐ No ☐

If yes, are you a manufacturer? Yes ☐ No ☐

Are you a non-small business claiming at least 25% small business sub-contractor preference? Yes ☐ No ☐

Section 14838 et seq. of the California Government Code requires that a 5% preference be given to Contractors who qualify as a Small Business as a non-Small Business claiming at least 25% California certified Small Business participation. For requirements see title 2, California Code of Regulations section 1896 et seq. The requirements for nonprofit Veteran Service Agencies qualifying as a Small Business are contained in section 999.50 et seq. of the Military and Veterans Code.

ATTACHMENT 8 – DVBE PROGRAM REQUIREMENT PACKET**PROFESSIONAL DEVELOPMENT CURRICULUM**

The Contractor's response to this solicitation must contain the completed forms depending upon the option chosen for DVBE participation. The DVBE program requirements can be accessed by using the following link:

<http://www.documents.dgs.ca.gov/pd/delegations/DVBEPckt2.doc>

The Technology Agency will accept one solicitation in a consolidated trade and focus paper, provided the trade/focus papers are listed in the DVBE Resource Packet.

Bidders must document at least one (1) of the options (A, B, or C) to comply with this solicitation's DVBE program requirements. Bids that fail to fully document one of the DVBE program requirements options shall be considered non-responsive and ineligible for award.

DVBE Incentive

In accordance with Section 999.5(a) of the Military and Veterans Code an incentive will be given to bidders who provide DVBE participation. For evaluation purposes only, the State shall apply an incentive to bids that propose California certified DVBE participation as identified on the Bidder Declaration GSPD-05-105 and confirmed by the State. The incentive amount for awards based on best value will vary in conjunction with the percentage of DVBE participation. The following table identifies the incentive points for DVBE participation.

Confirmed DVBE Participation of:	DVBE Incentive:
3% or more	5%
2% up to 2.99%	3%
1% up to 1.99%	1%

California Technology Agency

IFB 10-118624
Professional Development Curriculum**ATTACHMENT 9 – BIDDER DECLARATION FORM**

PROFESSIONAL DEVELOPMENT CURRICULUM

All Contractors must complete the Bidder Declaration GSPD-05-105 and include it with the response. Refer to the following link:

<http://www.documents.dgs.ca.gov/pd/delegations/GSPD105.pdf>

California Technology Agency

IFB 10-118624
Professional Development Curriculum**ATTACHMENT 10 – CONTRACTOR CERTIFICATION CLAUSES (CCC)**

PROFESSIONAL DEVELOPMENT CURRICULUM

All Contractors must complete the Contractor Certification Clauses (CCC) and include it with the response. Refer to the following link:

[www.ols.dgs.ca.gov/Standard+Language.](http://www.ols.dgs.ca.gov/Standard+Language)

California Technology Agency

IFB 10-118624
Professional Development Curriculum

STATE OF CALIFORNIA

STANDARD AGREEMENT

STD 213 (Rev 06/03)

AGREEMENT NUMBER

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

CALIFORNIA TECHNOLOGY AGENCY

CONTRACTOR'S NAME

CONTRACTOR (herein called the "Contractor")**2 The term of this through Agreement is:****3. The maximum \$ of this Agreement is:****4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement**

Exhibit A – Scope of Work 8 page(s)

Exhibit B – Budget Detail and Payment Provisions 1 page(s)

Exhibit C* – General Terms and Conditions GTC -610

Check mark one item below as Exhibit D:



Exhibit - D Special Terms and Conditions (Attached hereto as part of

8 page(s)



Exhibit - D* Special Terms and Conditions

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.****CONTRACTOR**

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

CONTRACTOR

BY (Authorized Signature)

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

STATE OF CALIFORNIA

AGENCY NAME

CALIFORNIA TECHNOLOGY AGENCY

BY (Authorized Signature)

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

S. RUSSELL, Procurement Manager, Administration Division

ADDRESS

P.O. Box 1810, Rancho Cordova, CA 95741-1810**California Department of General
Services Use Only**☐ Exempt per:

EXHIBIT A

STATEMENT OF WORK

This Statement of Work (SOW) reflects the services to be provided by the Vendor (hereinafter "Contractor") for the Technology Agency. This Agreement is governed by, and incorporates by reference, the terms and conditions of IFB 10-118624.

A. Objective

The California Technology Agency, hereafter referred to as Technology Agency, operates a Training Center to provide year round, on-site Professional Development training services to the employees of the State of California and other government agencies. The audience for these classes may include local government, special district, public utility, and other governmental entities. The Technology Agency Training & Event Center provides training classes to the government workforce Monday through Friday, throughout the year. The classes from this Agreement will be ongoing throughout the duration of the contract.

B. Period of Performance

1. The base period of performance for this Agreement will be for a minimum of 24 months from the date that this Agreement is executed.
2. The Contractor shall not be authorized to deliver or commence performance of services as described in this SOW until written approval has been obtained from all entities. Any delivery or performance of service that is commenced prior to the signing of the Agreement shall be considered voluntary on the part of the Contractor and non-compensable.
3. Consistent with the terms and conditions of the original solicitation, and upon mutual consent, the Technology Agency and the Contractor may execute written amendments adding time and/or money at the rates bid and evaluated for a maximum period of four (4) years.

C. Deliverables

The vendor shall provide classroom instruction for all subjects listed below. It shall be the Technology Agency's option to schedule any or all classes requested and there is no guarantee as to which or how many will be scheduled. All training classes will be scheduled by mutual agreement between the Technology Agency and the Contractor.

1. Customer Satisfaction
2. Conflict Management, Introduction
3. Conflict Management, Advanced
4. Listening Skills, Introduction
5. Listening Skills, Advanced
6. Presentation Skills, Introduction
7. Presentation Skills, Advanced
8. Leadership
9. Diversity
10. Negotiation, Introduction
11. Negotiation, Advanced
12. Coaching & Mentoring, Introduction
13. Coaching & Mentoring, Advanced
14. Team Building, Introduction
15. Team Building, Advanced
16. Decision Making
17. Critical Thinking/Problem Solving
18. Facilitation of Groups/Teams, Introduction
19. Facilitation of Groups/Teams, Advanced
20. Managing Time
21. Managing Change, Introduction
22. Managing Change, Advanced
23. Managing Stress
24. Event Planning
25. Collaborative Conversations

D. Technology Agency Responsibilities

1. Adequate classroom equipment, facilities and administrative support including overhead projector for instructor, classroom cleanup, room configuration, distribution of student materials prior to class start time, flipchart setup (as needed), student registration and check-in, support for correction of classroom equipment malfunctions and technical support for Technology Agency provided software or hardware.
2. Designation of a single primary contact person to whom all Contractor communication may be addressed and who has the authority to act on all aspects of the services. The primary contact will review the SOW and associated documents with the Contractor following contract award to ensure understanding of the responsibilities of both parties.
3. Within 10 State business days, provide review and approval of the Contractor information and documentation provided by the Contractor to enable the Contractor to perform its obligations.

E. Administrative Information

1. The Bidder's response and the IFB SOW will be incorporated into the Agreement.
2. The Contractor will notify the Technology Agency, in writing, of any changes in the personnel assigned to deliver the services. If a Bidder's employee or sub-contracted employee is unable to perform due to illness, resignation or other factors beyond the Bidder's control, the Bidder will make every reasonable effort to provide suitable substitute personnel. Substitute personnel must meet all requirements set forth in this IFB and be approved in advance of any performance under the Agreement by the Technology Agency.

F. Contractor Responsibilities

1. The Contractor personnel shall normally deliver the training services on the premises of the Technology Agency Training and Event Center facilities during regular State workdays and normal business hours (8:00 a.m. - 4:00 p.m., Monday through Friday), and at other times as mutually agreed upon between the Technology Agency Primary Contact or other authorized Technology Agency representative for the Contractor to successfully provide the services described by this IFB. The Contractor may be asked to deliver the training services at a different Technology Agency work site, the vendor's own facility or at some other facility when mutually agreed upon by the Contractor and the Technology Agency Primary Contact.
2. The Contractor agrees to a minimum class time requirement. A full class day consists of a **minimum of 6.5 hours and a maximum of 7.0 hours** of instructional delivery.
3. The Contractor understands that all policies and procedures regarding the use of state facilities will be applicable.

4. The Contractor agrees to:
- a. Furnish all student course materials including books, handouts and other materials necessary to perform the services described in the SOW for each class. The course materials will be bound and professional in appearance;
 - b. Ensure all course content including books, handouts and instructor slides are accurate, current, easy to read, consistent with the instructor's presentation, easy to navigate and used as part of the classroom curriculum;
 - c. Ensure all course materials are delivered to the Technology Agency Training and Event Center a minimum of **three (3) State business days** prior to the first day of each class. Earlier delivery of course materials is discouraged;
 - d. All student course materials must be delivered to the Technology Agency Training and Event Center fully assembled and ready for use at the beginning of the class. Students shall not be required to assemble course materials;
 - e. Provide student course materials equal to the maximum student count for each class delivered;
 - f. The Contractor is responsible for the disposition of any unused materials upon completion of each training session. Should the Contractor fail to remove class materials at the end of each session, the Technology Agency may discard such materials. In the event that the Technology Agency does dispose of abandoned class materials, the Contractor shall not hold the Technology Agency liable for the cost of such discarded materials;
 - g. If applicable, class files must be loaded and tested at the Technology Agency Training and Event Center (2) two weeks prior to the first delivery of each class in this solicitation;
 - h. Notify the Technology Agency Training Center Primary Contact at least five (5) business days in advance of any modifications to the curriculum that will impact course content and/or application files required to conduct the class;
 - i. Ensure that instructors are certified in related subject matter for any course that identifies such a requirement;
 - j. Provide a list of proposed instructors for all scheduled classes upon request from the Technology Agency Training and Event Center;
 - k. Obtain written approval from the Technology Agency Primary Contact before adding or substituting instructors during the term of this Agreement;
 - l. Be responsible for collecting completed Technology Agency Training Evaluation Forms from each student at the completion of each class and delivering them to the Technology Agency Training Center staff;
 - m. The Contractor's instructors may use the photocopier equipment at no charge to copy completed evaluation forms only. **No other usage of the photocopier is permitted;**
 - n. Sign and distribute the Technology Agency Certificate of Completion to each student upon training session completion;
 - o. Notify Training Center staff when a student does not complete a course session;

- p. Provide all documents in Microsoft Office 2003 format including, but not limited to: processing documents, spreadsheets, presentations and databases, unless explicitly provided for in this Agreement or otherwise pre-approved by the Technology Agency;
- q. Allow the Technology Agency to reproduce and distribute to its customers detailed course descriptions provided by the Contractor to the Technology Agency;
- r. Provide their own equipment and software necessary to perform all required duties, unless otherwise agreed to by the Technology Agency Primary Contact;
- s. Prior to termination or expiration of their Agreement return any and all Technology Agency property, software and/or network access keys;
- t. Designate a primary contact person to whom all project communications may be addressed and who has the authority to act on all aspects of the services; and
- u. Notify the Technology Agency, in writing, of any changes in the personnel assigned to delivering training. If a Contractor employee is unable to perform due to illness, resignation, or other factors beyond the Contractor's control, the Contractor will make every reasonable effort to provide suitable substitute personnel. The substitute personnel shall meet all requirements and must be approved in advance of any performance under the Agreement by the Technology Agency.

G. Privacy and Use of Information

1. The Contractor will not collect or use for marketing, advertising, building a customer data file or for any other purpose, any student information including, but not limited to: student name, address, organization, telephone number, email address, job title or any other identifying information without the express written consent of the Technology Agency Primary Contact or the Training & Event Center Branch Manager.
2. During the delivery of any training services, the Contractor may not promote the sale or use of their products or services or any other vendor products or services.
3. The Contractor will not make reference to or otherwise display any information pertaining to this Agreement. The Contractor will not make reference to the Technology Agency, the Technology Agency Training and Event Center's contracts or policies without prior written approval of the content by the Technology Agency Primary Contact or any other such person as may be appointed by the Technology Agency.

H. Acceptance of Deliverables

The Technology Agency will be the sole judge of the acceptability of all work performed and all work products produced by the Contractor as a result of this Agreement. Should the work performed, or the products produced by the Contractor fail to meet minimum Technology Agency requirements, specifications, guidelines, or other applicable standards, the following resolution process will be employed, except as superseded by other binding processes:

1. The Technology Agency will notify the Contractor in writing within five (5) State business days after completion of a deliverable of any acceptance problems by identifying the specific inadequacies and/or failures in the services performed and/or the products produced by the Contractor.
2. The Contractor will, within five (5) State business days after initial problem notification, respond to the Technology Agency by submitting a detailed explanation describing precisely how the identified services and/or products actually adhere to and satisfy all applicable requirements, and/or a proposed corrective action plan to address the specific inadequacies and/or failures in the identified services and/or products. Failure by the Contractor to respond to the Technology Agency's initial problem notification within the required time limits may result in immediate termination of the Agreement. In the event of such termination, the Technology Agency shall pay all amounts due to the Contractor for all work accepted prior to termination.
3. The Technology Agency will, within five (5) State business days after receipt of the Contractor's detailed explanation and/or proposed corrective action plan, notify the Contractor in writing whether it accepts or rejects the explanation and/or plan. If the Technology Agency rejects the explanation and/or plan, the Contractor will submit a revised corrective action plan within three (3) State business days of notification of rejection. Failure by the Contractor to respond to the Technology Agency's notification of rejection by submitting a revised corrective action plan within the required time limits may result in immediate termination of the Agreement. In the event of such termination, the Technology Agency shall pay all amounts due to the Contractor for all work accepted prior to termination.
4. The Technology Agency will, within three (3) State business days of receipt of the revised corrective action plan, notify the Contractor in writing whether it accepts or rejects the revised corrective action plan proposed by the Contractor. Rejection of the revised corrective action plan will result in immediate termination of the Agreement. In the event of such termination, the Technology Agency shall pay all amounts due to the Contractor for all work accepted prior to termination.

I. Other Agreement Considerations

1. The Contractor will act as prime contractor under this Agreement. In addition to identifying all personnel proposed to work under this Agreement, the Contractor shall also identify its sub-contractor affiliation, as applicable.
2. The Technology Agency reserves the right to approve all sub-contractors.
3. If a sub-contractor is a California Certified Small Business and/or DVBE, then those amounts paid to certified sub-contractors shall be identified on the Contractor's invoice(s).
4. Nothing contained in this Agreement shall create any contractual relationship between the State and any sub-contractors, and no sub-contract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor is fully responsible to the Technology Agency for the acts and omissions of its sub-contractors and of persons either directly or indirectly employed by any of them.
5. The Contractor's obligation to pay its sub-contractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any sub-contractor.

J. Notices

All notices relating to the resulting Agreement shall be in writing and shall be sent to the parties of the Agreement at their address set below, unless changed, in which event each party shall so notify the other in writing. All such notices shall be deemed duly given if deposited, postage prepaid, in the United States mail and directed to the addresses then prevailing.

K. Contact Persons

Agreement inquiries shall be addressed to:

Technology Agency	Contractor
Name: Josue Vizcarra	Name: TBD
Address: P.O. Box 1810 Rancho Cordova, CA 95741	Address:
Phone: (916) 431-5039	Phone:
Fax: (916) 733-8096	Fax:
Email: josue.vizcarra@state.ca.gov	Email:

Contract Management inquiries shall be addressed to:

Technology Agency	Contractor
Name:	Name: TBD
Address:	Address:
Phone: (916)	Phone:
Fax: (916)	Fax:
Email:	Email:

L. Problem Escalation

The parties acknowledge and agree that certain technical and project related problems or issues may arise, and that such matters shall be brought to the Technology Agency's attention. The Technology Agency Contract Manager will determine the level of severity of the problems, and notify the appropriate Technology Agency personnel. The Technology Agency personnel notified, and the time period taken to report the problem or issue, shall be at a level commensurate with the severity of the problem or issue. The Technology Agency personnel include, but are not limited to, the following:

- First level: Technology Agency Contract Manager
- Second level: Technology Agency Training & Event Center Branch Chief
- Third level: Technology Agency Deputy Director, CDD

M. Cancellation

1. The Technology Agency may exercise its option to terminate the Agreement for convenience of the State at any time with 30 calendar days' prior written notice. In the event of such termination, the Technology Agency shall pay all amounts due to the Contractor for all work accepted prior to termination.
2. The Technology Agency may cancel or postpone any scheduled training session without obligation of payment to the Contractor no less than 10 State business days prior to the first day of any class. This deadline may be negotiated shorter on a day-by-day basis by mutual agreement between the Technology Agency and the Contractor. A postponed class may be rescheduled at the discretion of the Technology Agency and the Contractor.
3. The Technology Agency may cancel a course session at any time with no obligation of payment if, in the sole judgment of the Technology Agency, such cancellation is necessary due to the Contractor's failure to perform its duties and obligations pursuant to this Agreement and to avoid harm to the Technology Agency or its customers. The Technology Agency may notify the Contractor either verbally or in writing of a class cancellation due to the Contractor's failure to perform. Whether the initial notification is verbal or written, additional written explanation stating the reasons for the cancellation will follow within two (2) State business days.
4. If the Technology Agency needs to cancel or postpone a course session due to the Contractor's failure to provide an approved instructor or for any other failure to perform by the Contractor with the exception of causes beyond the control of the Contractor, then the Technology Agency shall not be obligated to reimburse the Contractor for the cancelled or postponed sessions. In such cases, the Contractor shall be required to hold a make-up session within 120 days of the originally scheduled class date at no charge to the Technology Agency.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. Payment for services performed under this Agreement shall be **deliverable based**. It shall be the Technology Agency's sole determination as to whether a class was successfully delivered and is acceptable.
2. Upon successful completion of each class, the Contractor may submit an invoice for payment. Payment shall be based on each class subject to acceptance by the Technology Agency.
3. Invoices shall be submitted in triplicate, listing the fee per the Agreement for the delivery of each class. Invoices may include multiple classes delivered in the same month and submitted monthly, in arrears.
4. The Contractor costs related to items such as travel and per diem are costs of the Contractor, and will not be paid separately as part of this Agreement.
5. Submit invoices with reference to the Purchase Order number to:

California Technology Agency
Financial Management Branch – Accounting Office
P.O. Box 1810
Rancho Cordova, CA 95741-1810

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

California Technology Agency

IFB 10-118624
Professional Development Curriculum

EXHIBIT C
GENERAL TERMS AND CONDITIONS

The State's General Terms and Conditions (GTC-610) are hereby incorporated by reference and made a part of this Agreement as if attached hereto. These documents may be viewed at

<http://www.documents.dgs.ca.gov/ols/GTC-610.doc>

Exhibit D
California Technology Agency
Special Terms and Conditions

The California Technology Agency (Technology Agency) and the Contractor agree to include this Exhibit to comply with federal law requirements at the request of the Board of Equalization (BOE), which is a third party beneficiary of this Contract. For purposes of this document, the term "Agreement" shall be synonymous with the terms "Contract", "Inter Agency Agreement", and "IAA". State agencies, such as the BOE, can disclose federal tax returns and return information (FTI) only as authorized by Internal Revenue Code (IRC) Title 26 section 6103.

This Exhibit is intended to comply with the federally-mandated special procedural requirements for the protection of FTI from unauthorized disclosure and use (26 Code of Federal Regulations (CFR) § 301.6103(n)-1, and IRC section 6103(n)).

COMPLIANCE WITH MANDATORY FEDERAL LAW REQUIREMENTS
FOR SAFEGUARDING FEDERAL TAX INFORMATION

The Contractor agrees to adhere to the requirements of section 6103(n) of the IRC (§6103(n)), and as set forth in Internal Revenue Service (IRS) Publication 1075, Tax Information Security Guidelines for Federal, State, and Local Agencies and Entities (February 2007), sections 5.5, and Exhibit 6. Pursuant to the CFR (26 § 301.6103(n)-1), IRC section 6103(n) authorizes a state tax agency, such as the BOE, to disclose FTI to "any other person" to the extent necessary in connection with the contractual procurement of services, equipment or other property for tax administration purposes. The phrase, "any other person," means a state government agency such as the Technology Agency, as well as any private firm providing services relating to the processing, storage, transmission, or reproduction of federal tax returns or return information, the programming, maintenance, repair, or testing of equipment, or other property, or the providing of other services, for tax administration purposes (26 CFR §301.6103(n)-1(a) (2)).

1. The BOE receives, processes, stores and transmits FTI for tax administration purposes, as authorized by the "Agreement on Coordination of Tax Administration between the Board of Equalization and the Internal Revenue Service," effective April 17, 1997, and updated "Memorandum of Implementation," effective July 7, 2004. These agreements require the BOE to adhere to the requirements of Section 6103 of the IRC, to ensure the confidentiality of FTI. IRC § 6103 requires the BOE to have adequate programs in place involving policies, practices, controls and safeguards, to protect the FTI data from unauthorized use, access and disclosure within the BOE, within the Contractor, and within the Technology Agency, as an agency-shared facility providing data processing services to the BOE.
2. IRC § 6103(n) requires the Technology Agency to include in this Agreement the requirements set forth in Exhibit 5 of the IRS Publication 1075, Tax Information Security Guidelines for Federal, State, and Local Agencies and Entities (February 2007).
3. An additional requirement of IRC § 6103(n) is that the Technology Agency is to make periodic inspections of the Contractor and to keep a written record of such inspections. The Contractor is also subject to site inspections conducted by the IRS to ensure that adequate safeguards are in place to protect the BOE's FTI data from unauthorized use, access and disclosure (See page 4 of this Exhibit.).

Exhibit D
California Technology Agency
Special Terms and Conditions

4. The above-stated requirements of IRC § 6103(n) also apply when magnetic media containing FTI is released to a private contractor. The Technology Agency contracts with the Contractor on behalf of the BOE, to provide Multi-vendor Information Technology Recovery Services, which requires Contractor's access to the BOE's magnetic media containing FTI. The Contractor agrees to adhere to section 6103(n) requirements for safeguarding FTI in its 2007-2008 Agreement with the Technology Agency, on behalf of the BOE, for Multi-vendor Information Technology Recovery Services requiring Contractor's access to the BOE's magnetic media containing FTI, as set forth in the IRS Publication 1075, Tax Information Security Guidelines for Federal, State, and Local Agencies and Entities (February 2007).
5. The Contractor acknowledges that the Contractor, who has been provided Multi-vendor Information Technology Recovery Services requiring access to the BOE's magnetic media containing FTI, is subject to periodic site inspections conducted by both the Technology Agency and the IRS to ensure that adequate safeguards are in place to protect the FTI from unauthorized use, access and disclosure (See page 4 of this Exhibit.).

I. PERFORMANCE

In the performance of this Agreement between the Technology Agency and Contractor, the Contractor agrees to comply with and assume responsibility for compliance by the Contractor's employees with the following requirements:

1. All work will be done under the supervision of the Contractor or its employees.
2. Any FTI made available in any format shall be used only for the purpose of carrying out the provisions of this Agreement. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this Agreement and except as authorized by federal and state statutory law. Disclosure to anyone other than an officer or employee of the Contractor will be prohibited.
3. All FTI will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
4. The Contractor certifies that the BOE's data processed during the performance of this Agreement will be completely purged from all data storage components of the Customer's computer facility, and no output will be retained by the Customer at the time the work is completed. If immediate purging of all data storage components is not possible, the Contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
5. Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the Technology Agency's specified designee(s). When this is not possible, the Contractor will be responsible for the destruction of the spoilage or any intermediate hardcopy printouts, and will provide the Technology Agency's specified designee(s) with a statement containing the date of destruction, description of material destroyed and the method used.

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6. All computer systems processing, storing, or transmitting FTI must meet the federal standard for security features, Common Criteria for Information Technology Security Evaluation, usually referred to as the Common Criteria, ISO STD 15408. To meet functional and assurance requirements of this standard, the operating security features of the system must have the following minimum requirements: a security policy, accountability, assurance, and documentation. All security features must be available and activated to protect against unauthorized use of and access to FTI.
7. No work involving FTI furnished under this Agreement will be sub-contracted without prior written approval of the IRS.
8. The Contractor will maintain a list of employees with authorized access. Such list will be provided to the Technology Agency and, upon request, to the IRS reviewing office.
9. The Technology Agency will have the right to void this Agreement if the Contractor fails to provide the safeguards described above.

II. CRIMINAL/CIVIL SANCTIONS

1. Each officer or employee of the Contractor to whom FTI is or may be disclosed will be notified in writing by the Contractor that FTI disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such FTI for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five (5) years, or both, together with the costs of prosecution. The Contractor shall also notify each such officer and employee that any such unauthorized further disclosure of FTI may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC §§ 7213 and 7431 and set forth at 26 CFR 301.6103(n).
2. Each officer or employee of the Contractor to whom FTI is or may be disclosed shall be notified in writing by the Contractor that any FTI made available in any format shall be used only for the purpose of carrying out the provisions of this Agreement. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the Agreement. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. The Contractor shall also notify such officer and employee that any such unauthorized inspection or disclosure of FTI may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus, in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC §§ 7213A and 7431.

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3. Additionally, it is incumbent upon the Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to the Contractor by U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder and who, knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

III. INSPECTION

The IRS and the Technology Agency each shall have the right to send its specifically-authorized officers and employees into the offices and plants of the Contractor for inspection of the facilities and operations provided for the performance of any work under this Agreement. On the basis of such inspection, specific measures may be required in cases where the Contractor is found to be non-compliant with Agreement safeguards. The Contractor agrees to allow and facilitate an annual site inspection of the Contractor's facility for this purpose by the Technology Agency's specifically-authorized employees and, upon request, by the IRS.

Exhibit D Attachment

As Required by Part II, Criminal/Civil Sanctions, Paragraph 1.

TITLE 26, Subtitle F, CHAPTER 75, Subchapter A, PART I, Sec. 7213 of the Internal Revenue Code.

Sec. 7213. Unauthorized disclosure of information

STATUTE

(a) Returns and return information

(1) Federal employees and other persons

It shall be unlawful for any officer or employee of the United States or any person described in section 6103(n) (or an officer or employee of any such person), or any former officer or employee, willfully to disclose to any person, except as authorized in this title, any return or return information (as defined in section 6103(b)). Any violation of this paragraph shall be a felony punishable upon conviction by a fine in any amount not exceeding \$5,000, or imprisonment of not more than 5 years, or both, together with the costs of prosecution, and if such offense is committed by any officer or employee of the United States, he shall, in addition to any other punishment, be dismissed from office or discharged from employment upon conviction for such offense.

(2) State and other employees

It shall be unlawful for any person (not described in paragraph (1)) willfully to disclose to any person, except as authorized in this title, any return or return information (as defined in section 6103(b)) acquired by him or another person under subsection (d), (i)(3)(B)(i) or (7)(A)(ii), (l)(6), (7), (8), (9), (10), (12), (15), (16), (19), or (20) or (m)(2), (4), (5), (6), or (7) of section 6103. Any violation of this paragraph shall be a felony punishable by a fine in any amount not exceeding \$5,000, or imprisonment of not more than 5 years, or both, together with the costs of prosecution.

(3) Other persons

It shall be unlawful for any person to whom any return or return information (as defined in section 6103(b)) is disclosed in a manner unauthorized by this title thereafter willfully to print or publish in any manner not provided by law any such return or return information. Any violation of this paragraph shall be a felony punishable by a fine in any amount not exceeding \$5,000, or imprisonment of not more than 5 years, or both, together with the costs of prosecution.

(4) Solicitation

It shall be unlawful for any person willfully to offer any item of material value in exchange for any return or return information (as defined in section 6103(b)) and to receive as a result of such solicitation any such return or return information. Any violation of this paragraph shall be a felony punishable by a fine in any amount not exceeding \$5,000, or imprisonment of not more than 5 years, or both, together with the costs of prosecution.

Exhibit D Attachment

As Required by Part II, Criminal/Civil Sanctions, Paragraph 1.

(5) Shareholders

It shall be unlawful for any person to whom a return or return information (as defined in section 6103(b)) is disclosed pursuant to the provisions of section 6103(e)(1)(D)(iii) willfully to disclose such return or return information in any manner not provided by law. Any violation of this paragraph shall be a felony punishable by a fine in any amount not to exceed \$5,000, or imprisonment of not more than 5 years, or both, together with the costs of prosecution.

(b) Disclosure of operations of manufacturer or producer

Any officer or employee of the United States who divulges or makes known in any manner whatever not provided by law to any person the operations, style of work, or apparatus of any manufacturer or producer visited by him in the discharge of his official duties shall be guilty of a misdemeanor and, upon conviction thereof, shall be fined not more than \$1,000, or imprisoned not more than 1 year, or both, together with the costs of prosecution; and the offender shall be dismissed from office or discharged from employment.

(c) Disclosures by certain delegates of Secretary

All provisions of law relating to the disclosure of information, and all provisions of law relating to penalties for unauthorized disclosure of information, which are applicable in respect of any function under this title when performed by an officer or employee of the Treasury Department are likewise applicable in respect of such function when performed by any person who is a "delegate" within the meaning of section 7701(a)(12)(B).

(d) Disclosure of software

Any person who willfully divulges or makes known software (as defined in section 7612(d)(1)) to any person in violation of section 7612 shall be guilty of a felony and, upon conviction thereof, shall be fined not more than \$5,000, or imprisoned not more than 5 years, or both, together with the costs of prosecution.

(e) Cross references**(1) Penalties for disclosure of information by preparers of returns**

For penalty for disclosure or use of information by preparers of returns, see section 7216.

(2) Penalties for disclosure of confidential information

For penalties for disclosure of confidential information by any officer or employee of the United States or any department or agency thereof, see 18 U.S.C. 1905.

Exhibit D Attachment

As Required by Part II, Criminal/Civil Sanctions, Paragraph 1.

TITLE 26, Subtitle F, CHAPTER 76, Subchapter B, Sec. 7431.

Sec. 7431. Civil damages for unauthorized inspection or disclosure of returns and return information

STATUTE

(a) In general

(1) Inspection or disclosure by employee of United States

If any officer or employee of the United States knowingly, or by reason of negligence, inspects or discloses any return or return information with respect to a taxpayer in violation of any provision of section 6103, such taxpayer may bring a civil action for damages against the United States in a district court of the United States.

(2) Inspection or disclosure by a person who is not an employee of United States

If any person who is not an officer or employee of the United States knowingly, or by reason of negligence, inspects or discloses any return or return information with respect to a taxpayer in violation of any provision of section 6103, such taxpayer may bring a civil action for damages against such person in a district court of the United States.

(b) Exceptions

No liability shall arise under this section with respect to any inspection or disclosure -

(1) which results from a good faith, but erroneous, interpretation of section 6103, or

(2) which is requested by the taxpayer.

(c) Damages

In any action brought under subsection (a), upon a finding of liability on the part of the defendant, the defendant shall be liable to the plaintiff in an amount equal to the sum of -

(1) the greater of -

(A) \$1,000 for each act of unauthorized inspection or disclosure of a return or return information with respect to which such defendant is found liable, or

(B) the sum of -

(i) the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure, plus

(ii) in the case of a willful inspection or disclosure or an inspection or disclosure which is the result of gross negligence, punitive damages, plus

(2) the costs of the action, plus

(3) in the case of a plaintiff which is described in section 7430(c)(4)(A)(ii), reasonable attorneys fees, except that if the defendant is the United States, reasonable attorneys fees may be awarded only if the plaintiff is the prevailing party (as determined under section 7430(c)(4)).

Exhibit D Attachment

As Required by Part II, Criminal/Civil Sanctions, Paragraph 1.

(d) Period for bringing action

Notwithstanding any other provision of law, an action to enforce any liability created under this section may be brought, without regard to the amount in controversy, at any time within 2 years after the date of discovery by the plaintiff of the unauthorized inspection or disclosure.

(e) Notification of unlawful inspection and disclosure

If any person is criminally charged by indictment or information with inspection or disclosure of a taxpayer's return or return information in violation of -

(1) paragraph (1) or (2) of section 7213(a),

(2) section 7213A(a), or

(3) subparagraph (B) of section 1030(a)(2) of title 18, United States Code, the Secretary shall notify such taxpayer as soon as practicable of such inspection or disclosure.

(f) Definitions

For purposes of this section, the terms "inspect", "inspection", "return", and "return information" have the respective meanings given such terms by section 6103(b).

(g) Extension to information obtained under section 3406

For purposes of this section -

(1) any information obtained under section 3406 (including information with respect to any payee certification failure under subsection (d) thereof) shall be treated as return information, and

(2) any inspection or use of such information other than for purposes of meeting any requirement under section 3406 or (subject to the safeguards set forth in section 6103) for purposes permitted under section 6103 shall be treated as a violation of section 6103. For purposes of subsection (b), the reference to section 6103 shall be treated as including a reference to section 3406.

(h) Special rule for information obtained under section 6103(k)(9)

For purposes of this section, any reference to section 6103 shall be treated as including a reference to section 6311(e).

Question and Answers for Bid # IFB 10-118624 - Professional Development Curriculum Services

OVERALL BID QUESTIONS

There are no questions associated with this bid. If you would like to submit a question, please click on the "Create New Question" button below.

Question Deadline: Mar 21, 2011 5:00:00 PM PDT