

Invitation for Bid (IFB)

California Department of Education Career and College Transition Division

**Printing of Direct Support Professional Training Materials
IFB Number CN210104**

**Question and Answer Due Date:
June 22, 2021 at 12:00 pm PDT**

**Bid Due Date:
June 29, 2021, at 12:00 pm PDT**

**Public Bid Opening:
July 8, 2021, at 10:00 am PDT**

**Contract Period:
November 1, 2021 through June 30, 2022**

**One-Year Option to Renew:
July 1, 2022 through June 30, 2023**

**One-Year Option to Renew:
July 1, 2023 through June 30, 2024**

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GENERAL INFORMATION

I. PURPOSE:

The California Department of Education (hereinafter referred to as CDE) is soliciting bids to provide all necessary work to print, ship, and include a USB drive for each order of Direct Support Professional Training Materials on as-needed basis for the Career and College Transition Division located at 1430 N Street, Suite 4202, Sacramento CA, 95814, in accordance with the specifications contained herein this Invitation for Bid (IFB).

The contract period is from: November 1, 2021 through June 30, 2022. Contract includes two one-year options to renew. The contract period for the first option to renew will be from July 1, 2022 to June 30, 2023. The contract period for the second option to renew will be from July 1, 2023 to June 20, 2024.

II. IFB SCHEDULE:

Activity	Action Date
Invitation for Bid Advertisement	June 14, 2021
Questions Due to the CDE	June 22, 2021 at 12:00 pm PDT
CDE Response	June 29, 2021 (TENTATIVE)
Bids Due	July 6, 2021 at 12:00 pm PDT
Public Bid Opening	July 8, 2021 at 10:00 am PDT
Contract Start Date	November 1, 2021

III. ELIGIBLE BIDDERS:

Public or private corporations, agencies, organizations, associations, or individuals may submit a sealed bid in response to this IFB. The bidder must be legally constituted and qualified to do business within the State of California (registered with the California Secretary of State), if applicable. Bidders must be a legally cognizable public agency, sole proprietorship, partnership, or corporation (fully incorporated by the deadline for submitting bids). Failure to meet the foregoing requirement will result in disqualification.

Bidders who have had a contract terminated by the CDE in the past 18 months may be automatically disqualified.

IV. BIDDER REQUIREMENTS:

Bidders must be responsible and have the capability to professionally carry out the terms of this contract. Those bidders who have had a contract terminated with the CDE in the past 18 months will be disqualified and will not be considered in the award process.

Bidder must possess on-site equipment and software capable of producing high quality printing from digital files. Bidder must be able to print and ship requested materials within a seven (7) business day timeframe upon receipt of an order from CDE. Bidder's prime location must be located within 50 miles of CDE headquarters.

V. IFB DOCUMENTS:

Any conflicts, omissions or errors in the IFB or questions concerning clarification or interpretation of the IFB, shall be brought to the attention of **Shae Rebol**, srebol@cde.ca.gov. The CDE reserves the right to rephrase or not answer any question submitted.

The CDE reserves the right to amend or modify the IFB document prior to the final bid submittal date identified herein by issuing an addendum to all parties. The CDE will not be bound by verbal representations or interpretations.

The CDE reserves the right, at its sole discretion, for any reason, including price, rates, costs, etc., to cancel or modify this IFB, in whole or in part, prior to the award of any contract. The CDE may waive any immaterial deviation or defect in a bid proposal. The CDE's waiver of a deviation or defect shall in no way modify the IFB documents or excuse the Contractor from full compliance with the IFB specifications if awarded the contract. The CDE may reject any bid for any deviation or defect

If you would like to request a copy of this IFB in an alternate format, including Word, please contact **Shae Rebol**, Contract Analyst, by e-mail at srebol@cde.ca.gov.

VI. BID DOCUMENTS AS PUBLIC RECORD:

All bids and related documents submitted in response to this IFB become the property of the State of California and are considered public records and are subject to disclosure upon request, pursuant to Government Code Section 6250 et seq. All contracts awarded and all attachments thereto will become public records.

VII. QUESTIONS AND ANSWERS:

Bidders may submit questions, requests for clarification, concerns, and/or comments (hereinafter referred to collectively as "questions") regarding this IFB. All questions must be submitted in writing. The bidder must include their name, e-mail address, and telephone number with its submission of questions. The bidder should specify the relevant section and page number of the IFB for each question submitted. Questions must be received by **12:00 pm PDT on June 22, 2021**. CDE will post the questions and answers on the Cal eProcure advertisement and e-mail the questions and answers to everyone who has submitted a question by **June 29, 2021**(tentative). At its discretion, the CDE may respond to questions that are submitted late or not in proper form. The CDE reserves the right to rephrase or not answer any question submitted.

All questions must be submitted by e-mail to **Shae Rebol**, srebol@cde.ca.gov.

VIII. BID SUBMISSION:

Each bidder shall submit to the CDE two sealed copies of their bid meeting the specifications described in this IFB.

1. One (1) original set of bid documents which must bear the original signature of the individual authorized to do so, and
2. One (1) copy of the bid documents with a photocopy of the original signature.

Original signature shall mean a manual handwritten signature or mark in wet ink.

The bid shall be returned in a sealed envelope marked “**SEALED BID – Printing of Direct Support Professional Training Materials – DO NOT OPEN.**” To prevent inadvertent premature opening, place sealed bid in one envelope within a second envelope addressed as follows:

**California Department of Education
Fiscal and Administrative Services Division
Attention: Shae Rebol – CN210104 - IFB
1430 N Street, Suite 2213
Sacramento, CA 95814**

SEALED BID – Printing of Direct Support Professional Training Materials – DO NOT OPEN

The deadline for submission of sealed bids is **July 6, 2021 at 12:00 pm PDT.**

The bids will be publicly opened and read on **July 8, 2021 at 10:00 am PDT** at the **California Department of Education, Fiscal and Administrative Services Division, 1430 N Street, Suite 2213, Room 2212, Sacramento, CA 95814.**

In a closed session, following the bid opening and reading, the CDE will review the apparent low bid to determine if the low bidder is responsible and responsive to the IFB. Bids not received at the location by the date and time specified will not be accepted. Postmark date will not constitute delivery. It is the bidder's responsibility to ensure that the bid is received at the location specified by the bid deadline.

By submitting a bid, prospective bidders certify that they meet all qualifications specified herein and agree to comply with all terms and conditions of this IFB. After announcement of the apparent successful bidder, there will be no negotiations of the terms and conditions of this IFB or the bidder's submitted proposal between the CDE and the apparent successful bidder.

Bids shall not be qualified or conditioned. Any bid response modifying, amending, or proposing alternate language to the terms and conditions of the IFB will be invalid and inapplicable. Bids submitted must be complete in all respects and may be rejected if incomplete or contain irregularities of any kind.

The State does not accept alternate contract language from a prospective contractor. A bid with such language will be considered a counter proposal and will be rejected.

There is no requirement to award a contract if, in the opinion of the CDE, no bids were received containing a reasonable contract price or if there is another business-based reason not to make an award.

If no submissions are received containing bids offering a cost/price/rate, which in the opinion of the CDE is a reasonable cost/price/rate, CDE is not required to award an Agreement (Public Contract Code Section 10344 [d]).

Every component of the bid cost/price/rate is subject to reasonableness of cost justification. If any portion of the cost is rejected by the CDE, then the entire bid may be rejected.

The cost of bid development is the responsibility of the prospective bidder and shall not be chargeable to the CDE.

A bidder may withdraw its bid at any time prior to the date and time of bid opening by submitting a request in writing to the CDE, Attention: Contracts Office – Shae Rebol – CN210104, 1430 N Street, Suite 2213, Sacramento, CA 95814. A new bid package may be submitted prior to the date and time of bid opening. Written withdrawal of bidder's bid will not be accepted after the date and time of bid opening. Withdrawals requested by telephone or fax are not acceptable.

Clarification may be requested by the CDE Contracts Office during the review of the bids for the purpose of clarifying ambiguities in the information presented in the bid response. The CDE reserves the right, at its sole discretion, to overlook, correct, or require a bidder to remedy any obvious clerical or incidental mathematical errors on a bid form. Bidders may be required to initial corrections.

Any failure by the bidder to acquaint itself with available information will not relieve them from responsibility for estimating properly, the difficulty, or cost of successfully performing the work.

IX. BID SUBMISSION REQUIREMENTS:

The bid submission package must be submitted to the CDE and must include the following required forms fully completed and signed where applicable:

- A. Exhibit B.1 - Contractor's Bid Form must be completed and submitted with an original signature by the individual legally authorized to bind the bidder. Proposal form must contain the proposed bid cost for **Total Combined Rate**.
- B. Exhibit B.2 - Contractor's Bid Form must be completed and submitted with an original signature by the individual legally authorized to bind the bidder. Proposal form must contain the proposed bid cost for **Total Combined Rate**.
- C. Exhibit B.3 - Contractor's Bid Form must be completed and submitted with an original signature by the individual legally authorized to bind the bidder. Proposal form must contain the proposed bid cost for **Total Combined Rate**.
- D. Insurance: The bidder must possess and provide a copy of their insurance certificates meeting the terms outlined in Exhibit E, Article II. Certificate of Insurance Requirements:
 - a. Commercial General Liability, AND

b. Workers' Compensation

Proof of coverage and limits for the above required terms are required in the bid submission package. The additional insured language (see Exhibit E, Article II. Certificate of Insurance Requirements) will be required as a condition of contract award.

- E. Bidder Declaration Form (GSPD-05-105) must be completed and submitted with original signature if the bidder intends to subcontract any portion of the work outlined in Exhibit A, Scope of Work.

This form can be found at:

<https://www.documents.dgs.ca.gov/dgs/fmc/gspd/gspd05-105.pdf> (Outside Source)

- F. Payee Data Record (STD 204) must be completed and submitted with an original signature.

This form can be found at:

<https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf> (Outside Source)

Include STD 205 Payee Data Record Supplement

(<https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std205.pdf>), if necessary.

- G. Attachment 1 – Small Business Preference Sheet must be completed for the small business preference to be applied. The bidder must submit a certification print out from the OSDS website.

The California State Department of General Services, Office of Small Business and DVBE Services (OSDS) certified small business bidders shall be granted a preference consisting of five percent (5%) of the lowest responsive/responsible bid submitted by a bidder who is not certified by the OSDS as a small business. If you are an OSDS certified small business and are claiming the preference, you must submit a print out from the OSDS website with your bid response. Failure to submit a copy of your OSDS print out for the industry appropriate for this bid will not be cause for bid rejection; however, preference for small business will not be considered or granted for your bid.

- H. Attachment 2 – Contractor Certification Clauses (CCC-04/2017) must be signed and dated with an original signature.

- I. Attachment 4 – Certification of Workers' Compensation Insurance must be fully completed, signed and dated with an original signature.

- J. Attachment 5 – Darfur Contracting Act Certification OR Attachment 5a – Darfur Contracting Act Certification Supplemental must be fully completed, signed and dated with an original signature.

- K. Attachment 6 – California Civil Rights Certification must be fully completed, signed and dated with an original signature.

L. Attachment 7– Required Attachment Checklist is to be used to confirm compliance with the bid submission requirements. The checklist must be fully completed and submitted as the cover of your bid package.

One original set and one full copy of the bid documents listed above in Article IX. Bid Submission Requirements, Items A through L above must be submitted as part of the bid package. See Article VIII. Bid Submission.

X. DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PARTICIPATION GOALS:

Section 10115 et seq. of Public Contract Code, and Section 999 et seq. of the Military and Veterans Code requires a goal of three percent (3%) for Disabled Veteran Business Enterprise (DVBE) participation for all contracts on an agency-wide basis of \$25,000.00 and over unless exempted due to the services provided.

CDE **WILL NOT** require DVBE participation for this contract.

XI. DVBE INCENTIVE OPTION:

In accordance with Section 999.5(a) of the Military and Veterans Code, an incentive will be given to bidders who provide DVBE participation. The incentive amount for awards based on the lowest responsive/responsible bid received will vary in conjunction with the percentage of DVBE participation. The incentive is only given to those bidders who are responsive to the DVBE Program Requirements and DVBE participation in the resulting contract. The following table represents the percentages that will be applied:

Confirmed DVBE Participation of:	DVBE Incentive:
5% or Over	5%
4% to 4.99% inclusive	4%
3% to 3.99 inclusive	3%

In order to receive the incentive all bidders must document DVBE participation commitment by completing and submitting the Bidder Declaration (GSPD-05-105) with the Bid. The GSPD-05-105 can be accessed at:

<https://www.documents.dgs.ca.gov/dgs/fmc/gspd/gspd05-105.pdf> (Outside Source).

XII. TARGET AREA CONTRACT PREFERENCE (TACPA):

Preference will be granted to California-based Contractors in accordance with Government Code Section 4530 whenever contract for goods and services are in excess of \$100,000 and the Contractor 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. Bidders desiring to claim Target Area Contract Preferences Act shall complete Std. Form 830 and submit it with the bid package. Refer to the following website link to obtain the appropriate form:

<http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std830.pdf>

Bidders desiring to claim this preference must review the instructions and complete the appropriate form.

XIII. SUBCONTRACTING:

If any portion of the work outlined in Exhibit A, Scope of Work, is to be subcontracted out, or performed by anyone other than the bidder, a Bidder Declaration Form (GSPD-05-105) **must** be completed and submitted as part of the bid submission. The Bidder Declaration Form must bear the original signature of the person authorized to bind the bidder.

This form can be found at: <https://www.documents.dgs.ca.gov/dgs/fmc/gspd/gspd05-105.pdf> (Outside Source)

Bids must propose that prime bidders provide a commercially useful function for the resulting contract or the bid will be deemed non-responsive and rejected by the State.

Commercially useful function is defined as: 1) Is responsible for the execution of a distinct element of the work of the contract (including the supplying of service and goods); 2) Carries out its obligation by actually performing, managing or supervising the work involved; 3) Performs work that is normal for its business services and functions; 4) Is responsible, with respect to products, inventories, materials and supplies required for the contract, for negotiating price, determining quality and quantity, ordering, installing, if applicable, and making payment; and 5) Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices. (Tit. 2 CCR § 1896.71(b).)

A small or microbusiness/DVBE contractor, subcontractor or supplier is not performing a “commercially useful function” if its role is limited to that of an extra participant in a transaction, contract or project through which funds are passed in order to obtain the appearance of small business or microbusiness/DVBE participation. (GC § 14837(d)(4); Tit. 2 CCR § 1896.15.) (Mil. & Vet. Code § 999(b)(5)(B); Tit. 2 CCR § 1896.71(c).)

XIV. BASIS OF AWARD:

Following the public bid opening, the CDE Contracts Office will review the low bid for compliance with the bid requirements, specified herein, and to determine if the low bidder is responsible and responsive to this IFB.

The contract shall be awarded on the basis of the responsive/responsible bidder submitting the lowest average Total Combined Rate for the printing of direct support professional training materials stated on the Contractor’s Bid Forms, Exhibit B.1, B.2, and B.3.

The lowest average Total Combined Rate will be computed by adding the Total Combined Rate from each of the three bid forms, Exhibit B.1, B.2, and B.3, and then dividing the amount by three.

Charges for the bidder’s operating expenses such as: printing, shipping, labor, materials, equipment, taxes, insurance and/or any other overhead expenses must be included as part of the bidder’s rates.

All bid responses must comply with the requirements outlined below. Failure to do so will disqualify the bid. If it is determined not to be in the best interest of the State, the State reserves the right to not award a contract in response to this IFB.

THE STATE RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS.

The method that shall be used as a "tie-breaker" in the event of a two-way (or more) tie of the responsive/responsible lowest bid will be to place the names of the bidders in a container. The first name drawn will be the proposed awardee. The remaining bidder(s) name(s) will be drawn sequentially and noted in case, upon validation, the proposed awardee selected through the tie-breaking process is unacceptable.

Small business bidders, meeting the IFB specifications, shall have precedence over non-small business bidders in that the application of any bidder preference for which non-small business bidders may be eligible under any other provision of law shall not result in the denial of the award to a small business bidder.

In the event of a precise tie between the low responsible bid of bidder meeting the specifications of a small business, and the low responsible bid of a bidder meeting the specifications of a disabled veteran-owned small business, the contract shall be awarded to the veteran-owned small business.

Upon written request by any bidder who has submitted a bid, notice of the proposed award shall be posted in a public place in the offices of the contracting agency at least five working days prior to awarding the contract.

XV. OPTION TO RENEW:

The contract awarded through this IFB would expire on June 30, 2022; however, the CDE may exercise the options to renew for two additional years.

Costs for the first one-year option to renew (July 1, 2022 – June 30, 2023) shall be computed in accordance with the Contractor's Bid Form Exhibit B.2, contract period July 1, 2022 – June 30, 2023. If the State elects to renew the agreement with the Contractor, the CDE Contract Monitor will notify the Contractor of the option to renew in January 2022.

Costs for the second one-year option to renew (July 1, 2023 – June 30, 2024) shall be computed in accordance with the Contractor's Bid Form Exhibit B.3, contract period July 1, 2023 – June 30, 2024. If the State elects to renew the agreement with the Contractor, the CDE Contract Monitor will notify the Contractor of the option to renew in January 2023

XVI. CONTRACT AWARD PROTEST PROCEDURES:

If prior to the award, any bidder files a protest with the CDE against the awarding of the contract on the grounds that it is the lowest responsive/responsible bidder meeting the specifications of the IFB, the contract shall not be awarded until either the protest has been withdrawn or the Department of General Services (DGS) has decided the matter. Protests shall be limited to those bases specified in *Public Contract Code* section 10345

(Attachment 3 describes the protest procedures to be followed by a bidder filing a protest). The protest shall be sent to:

Department of General Services
Office of Legal Services
ATTN: Bid Protest Coordinator
707 3rd Street, 7th Floor, Suite 7-330
West Sacramento, CA 95605
EMAIL: OLSProtests@dgs.ca.gov

California Department of Education
Contracts Office
ATTN: Contract Manager
1430 N Street, Suite 2213
Sacramento, CA 95814
FAX: (916) 319-0124

EXHIBIT A

SCOPE OF WORK

I. GENERAL SCOPE:

Contractor shall provide all necessary work to provide printing and shipping services for the Direct Support Professional Training (DSPT) Materials on an as-needed basis for the California Department of Education (CDE), Career and College Transition Division at 1430 N Street, Suite 4204, Sacramento, CA 95814, as described herein.

II. CONTRACT MONITORS:

The CDE assigns **Lisa Schiro**, lschiro@cde.ca.gov, (916) 323-5742 , as the State Contract Monitor to oversee this project. Said State Contract Monitor is not authorized by the State to make any commitments or make any changes which will affect the price, terms or conditions of this agreement without a formal contract amendment.

The Contractor must assign a Contractor Contract Monitor to oversee this project. Said Contractor Contract Monitor is not authorized by the State to make any commitments or make any changes which will affect the price, terms or conditions of this agreement without a formal contract amendment.

III. DESCRIPTION OF SERVICES:

The Contractor will prepare the requested number of DSPT materials and ship (at the Contractor's cost) to requesting teachers within a **seven (7) business day** time frame upon receipt of electronic order form. Up to 15 percent (15%) of all orders may need to be expedited. All delivery boxes shall weigh 20 lbs. or less. The CDE's order will be on an order form that shall indicate the number of each of the DSPT materials that need to be shipped and where they need to be shipped. The Contractor must include a copy of the received order form with the shipment. The Contractor will be required to ship packages statewide.

There are five total DSPT materials, they are as follows:

- 1) Teacher Resource Guide Year One, (Approx. 90 annually)
- 2) Teacher Resource Guide Year Two, (Approx. 90 annually)
- 3) Student Resource Guide Year One, (Approx. 8,366 annually)
- 4) Student Resource Guide Year Two, and (Approx. 6,540 annually)
- 5) Direct Support Professional Training Procedure Manual. (Approx. 150 annually)

IV. PRINTING REQUIREMENTS:

The Contractor will furnish all labor, materials, and equipment necessary to perform all the work required for printing and shipping DSPT materials for the CDE to meet the following specifications:

A. Teacher Resource Guide (Year One):

1. 670 pages
 - a. 20# bond white paper
 - b. 8.5 x 11 inches
 - c. Black Ink
 - d. Printed double-sided

2. Front cover and spine in color
 - a. 4 color cover and spine
 - b. Print single sided
 - c. Tabloid 11 x 17 inches cut to size
 - d. 90# index white paper
 - e. Cover: 9.5 x 11 inches
 - f. Spine: 2.25 x 11 inches

3. 12 printed tabs
 - a. 1/5 cut 90# white index tabs
 - b. 9 x 11 inch
 - c. Laminated
 - d. Blank Ink
 - e. Printed single-sided on tabs only

4. All pages, including cover and tabs will be 3-hole punched

5. All pages will be shrink-wrapped together. The tabs will be inserted appropriately and the cover and spine will be shrink-wrapped at the front of the book

6. Provide a 4 GB-USB Flash drive, with each order, with the electronic files and videos and "DSPT" imprinted onto it in black ink

B. Teacher Resource Guide (Year Two):

1. 588 pages
 - a. 20# bond white paper
 - b. 8.5 x 11 inches
 - c. Black Ink
 - d. Print double-sided

2. Front cover and spine in color
 - a. 4 color cover and spine
 - b. Printed single-sided
 - c. Tabloid 11 x 17 inches cut to size
 - d. 90# index white paper
 - e. Cover: 9.5 x 11 inches
 - f. Spine: 2.25 x 11 inches

3. 12 printed tabs
 - a. 1/5 cut 90# white index tabs

- b. 9 x 11 inches
 - c. Black ink
 - d. Printed single-sided on tabs only
 - e. Laminated
4. All pages, including cover and tabs will be 3-hole punched.
 5. All pages will be shrink-wrapped together. The tabs will be inserted appropriately and the cover and spine will be shrink-wrapped at the front of the book
 6. Provide a 4 GB-USB Flash drive, with each order, with the electronic files and videos and “DSPT” imprinted onto it in black ink

C. Student Resource Guide (Year One):

1. 387 pages
 - a. 20# bond white paper
 - b. 8.5 x 11 inches
 - c. Black Ink
 - d. Printed double-sided
2. Front cover in color
 - a. 4 color cover
 - b. 90# index white paper
 - c. 8.5 x 11 inches
 - d. Printed single-sided
3. Back cover
 - a. 90# index white paper
 - b. 8.5 x 11 inches
4. 12 colored insert pages with chapter title printed front and back
 - a. 20# bond color paper (all 12 inserts must be the same color)
 - b. 8.5 x 11 inches
 - c. Black ink
5. Spiral bound
 - a. White binding
 - b. Coil-plastic

D. Student Resource Guide (Year Two):

1. 339 pages
 - a. 20# bond white paper
 - b. 8.5 x 11 inches
 - c. Black ink
 - d. Printed double-sided
2. Front cover in color
 - a. 4 color cover

- b. 90# index white paper
 - c. 8.5 x 11 inches
 - d. Printed single-sided
- 3. Back cover
 - a. 90# index white paper
 - b. 8.5 x 11 inches
- 4. 12 colored insert pages with chapter title printed front and back
 - a. 20# bond color paper (all 12 inserts must be the same color)
 - b. 8.5 x 11 inches
 - c. Black ink
- 5. Spiral bound
 - a. Black binding
 - b. Coil-plastic

E. Direct Support Professional Training Procedure Manual

- 1. 174 pages
 - a. 20# bond white paper
 - b. 8.5 x 11 inches
 - c. Black ink
 - d. Printed double-sided
- 2. Front cover – clear
 - a. 90# index white paper
 - b. Cover: 8.5 x 11 inches
 - c. Tabloid 11x 17 inches cut to size
 - d. Printed single-sided
 - e. 4 color cover and spine
 - f. Spine: 2.25 x 11 inches
- 3. 9 printed tabs
 - a. 1/5 cut 90# white index tabs
 - b. 9 x 11 inches
 - c. Black ink
 - d. Printed single-sided on tabs only
 - e. Laminated
- 4. Card stock back
- 5. Tape bind
- 6. Clear mylar cover
- 7. Provide a 4 GB-USB Flash drive, with each order, with the electronic files and videos and “DSPT” imprinted onto it in black ink.

V. CONTRACTOR RESPONSIBILITIES:

- A. The Contractor will provide the CDE Contract Monitor with a monthly status report including the following information for each order:
1. Date and time electronic order from CDE was received,
 2. Date and time the order was shipped,
 3. Name and address that the order was shipped to,
 4. Shipping tracking information for each order,
 5. Monthly status report is due by the 10th of each month.
- B. The Contractor will be required to attend up to one one-day meeting per quarter with CDE staff to review possible revisions needed to the content of the five DSPT materials listed above. The meetings will be held at the CDE Headquarters located at 1430 N Street, Sacramento, CA 95814. The quarterly meetings will be set up by the CDE Contract Monitor with at least five (5) business days prior notice. The quarterly meetings will be scheduled during normal work hours from 8:00 am to 5:00 pm, Monday through Friday, excluding State Holidays.
- C. In accordance with any recommendation(s) or order(s) contained in a Governor's executive order, an advisory or order of the California Department of Public Health, or an advisory or order of a county health department with authority over the area in which this contract is to be performed or an advisory or order of a law enforcement authority, the in-person meetings may be cancelled or changed to a virtual meeting at the discretion of the CDE. Therefore, any announcement for the event must state that the event may be in-person, virtual, or both. The CDE cannot reimburse the Contractor for any cancellation fees, deposit or pre-payments under any circumstances, even if the CDE decides to cancel the event.
- D. The Contractor will be required to deliver, up to once per quarter, samples of the five DSPT materials listed above. The Contractor will provide two hard copy samples delivered within two (2) business days of request to the CDE Contract Monitor at CDE, 1430 N Street, Suite 4202, Sacramento, CA 95814.
- E. CDE staff will visit the Contractor to discuss and review the production of the five (5) DSPT materials. The Contractor will be expected to provide up to three (3) CDE staff with a tour of their printing facilities and review the printing and shipping process. The site visit(s) will be set up by the CDE Contract Monitor with at least five (5) business days prior notice. Depending on the visit, the CDE Contract Monitor may request to review hard copies of the five (5) DSPT materials at the site visit. The Bidder's prime location must be within 50 miles of CDE Headquarters.
- F. If any changes are made to the DSPT materials by the CDE due to law changes and/or mandated changes, the Contractor will be required to use the most current version of materials provided by the CDE Contract Monitor.

VI. CDE RESPONSIBILITIES:

- A. Provide to the Contractor, via a 4 GB-USB Flash Drive, the master copies of the five DSPT materials (Teacher Resource Guide Year One, Teacher Resource Guide Year Two, Student Resource Guide Year One, Student Resource Guide Year Two, and the Direct Support Professional Training Procedure Manual). The CDE reserves the right to alter files as needed to meet existing law.
- B. Via email/electronically, the Contractor the order for each school requesting DSPT materials on an order form which will clearly indicate the number of DSPT materials that are needed for each order.
- C. Provide School name and address information for shipping on the order form.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

I. INVOICING AND PAYMENT:

For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this agreement.

Invoices shall include the Agreement Number **CN210104** and shall be submitted in arrears, not more frequently than monthly in duplicate to:

**California Department of Education
Career and College Transition Division
Attention: Lisa Schiro
1430 N Street, Suite 4202
Sacramento, CA 95814**

II. BUDGET CONTINGENCY CLAUSE: (rev. 9/2012)

- A. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional or legislative appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the California State Legislature for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms or funding of this Agreement in any manner.
- C. It is mutually agreed that if the Congress or the State Legislature does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- D. Pursuant to GC, Section 927.13, no late payment penalty shall accrue during any time period for which there is no Budget Act in effect, nor on any payment or refund that is the result of a federally mandated program or that is directly dependent upon the receipt of federal funds by a state agency.
- E. CDE has the option to terminate the Agreement under the 30-day termination clause or to amend the Agreement to reflect any reduction in funds.

III. PAYMENT:

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

**CONTRACTOR'S BID FORM
 Printing of Direct Support Professional Training Materials (DSPT)
 CN210104**

Contract Period: November 11, 2021 through June 30, 2022

The undersigned hereby proposes to furnish all printing, shipping, labor, materials, equipment, taxes, insurance and/or any other overhead expenses necessary to perform all the work required for digitally printing and shipping DSPT Materials for the California Department of Education, Career and College Division, Career Technical Education Leadership and Instructional Support Office, in accordance with the Terms and Conditions contained herein at rates indicated below. The quoted unit rates are inclusive of all printing and shipping costs.

	DSPT Materials	Approx. # of Books Annually*	Unit Rate	Total Combined Unit Rate
1	Teacher Resource Guide (Year One)			
	<ul style="list-style-type: none"> 670 pages, front cover and spine in color, 12 printed tabs, 3-hole punched, and shrink wrapped 			
	<ul style="list-style-type: none"> 4 GB-USB Flash drive with electronic files and videos, imprinted with DSPT 	90	\$ _____	\$ _____
2	Teacher Resource Guide (Year Two)			
	<ul style="list-style-type: none"> 588 pages, front cover and spine in color, 12 printed tabs, 3-hole punched, and shrink wrapped 			
	<ul style="list-style-type: none"> 4 GB-USB Flash drive with electronic files and videos, imprinted with DSPT 	90	\$ _____	\$ _____
3	Student Resource Guide (Year One)			
	<ul style="list-style-type: none"> 387 pages, front cover in color, 12 colored insert pages with chapter title printed front and back, spiral bound (white binding) 	8,366	\$ _____	\$ _____
4	Student Resource Guide (Year Two)			
	<ul style="list-style-type: none"> 339 pages, front cover in color, 12 colored insert pages with chapter title printed front and back, spiral bound (black binding) 	6,540	\$ _____	\$ _____
5	Direct Support Professional Training Procedure Manual			
	<ul style="list-style-type: none"> 174 pages, front cover and spine in color, 12 printed tabs, 3-hole punched, and shrink wrapped 			
	<ul style="list-style-type: none"> 4 GB-USB Flash drive with electronic files and videos, imprinted with DSPT 	150	\$ _____	\$ _____
Total Combined Rate for 11/1/21–6/30/22 (Add lines 1-5)				\$ _____

*The number of units is an estimate for bid purposes. The CDE reserves the right to increase and/or decrease the number of units as necessary.

**This bid form must be completed in its entirety.
An unsigned bid form may result in disqualification.**

Bidder Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Signature: _____ Date: _____

Print Name/Title: _____

Email: _____

Fax: _____

Phone Number: () _____ Federal ID #: _____

Questions regarding completion of this form should be brought to the attention of:

**Shae Rebol
srebol@cde.ca.gov**

**CONTRACTOR’S BID FORM
 Printing of Direct Support Professional Training Materials (DSPT)
 CN210104**

Contract Period: July 1, 2022 through June 30, 2023

The undersigned hereby proposes to furnish all printing, shipping, labor, materials, equipment, taxes, insurance and/or any other overhead expenses necessary to perform all the work required for digitally printing and shipping DSPT Materials for the California Department of Education, Career and College Division, Career Technical Education Leadership and Instructional Support Office, in accordance with the Terms and Conditions contained herein at rates indicated below. The quoted unit rates are inclusive of all printing and shipping costs.

	DSPT Materials	Approx. # of Books Annually*	Unit Rate	Total Combined Unit Rate
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5	Direct Support Professional Training Procedure Manual			
	<ul style="list-style-type: none"> 174 pages, front cover and spine in color, 12 printed tabs, 3-hole punched, and shrink wrapped 			
	<ul style="list-style-type: none"> 4 GB-USB Flash drive with electronic files and videos, imprinted with DSPT 	150	\$ _____	\$ _____
Total Combined Rate for 7/1/22–6/30/23 (Add lines 1-5)				\$ _____

*The number of units is an estimate for bid purposes. The CDE reserves the right to increase and/or decrease the number of units as necessary

**This bid form must be completed in its entirety.
An unsigned bid form may result in disqualification.**

Bidder Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Signature: _____ Date: _____

Print Name/Title: _____

Email: _____

Fax: _____

Phone Number: () _____ Federal ID #: _____

Questions regarding completion of this form should be brought to the attention of:

**Shae Rebol
srebol@cde.ca.gov**

**CONTRACTOR’S BID FORM
 Printing of Direct Support Professional Training Materials (DSPT)
 CN210104**

Contract Period: July 1, 2023 through June 30, 2024

The undersigned hereby proposes to furnish all printing, shipping, labor, materials, equipment, taxes, insurance and/or any other overhead expenses necessary to perform all the work required for digitally printing and shipping DSPT Materials for the California Department of Education, Career and College Division, Career Technical Education Leadership and Instructional Support Office, in accordance with the Terms and Conditions contained herein at rates indicated below. The quoted unit rates are inclusive of all printing and shipping costs.

	DSPT Materials	Approx. # of Books Annually*	Unit Rate	Total Combined Unit Rate
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	<ul style="list-style-type: none"> 4 GB-USB Flash drive with electronic files and videos, imprinted with DSPT 	150	\$ _____	\$ _____
Total Combined Rate for 7/1/23–6/30/24 (Add lines 1-5)				\$ _____

*The number of units is an estimate for bid purposes. The CDE reserves the right to increase and/or decrease the number of units as necessary

**This bid form must be completed in its entirety.
An unsigned bid form may result in disqualification.**

Bidder Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Signature: _____ Date: _____

Print Name/Title: _____

Email: _____

Fax: _____

Phone Number: () _____ Federal ID #: _____

Questions regarding completion of this form should be brought to the attention of:

**Shae Rebol
srebol@cde.ca.gov**

EXHIBIT C

GENERAL TERMS AND CONDITIONS

GTC 04/2017 will be incorporated by reference and made part of this Agreement. The GTC 04/2017 document can be viewed at <https://www.dgs.ca.gov/OLS/Resources/Standard-Contract-Language>

EXHIBIT D

SPECIAL TERMS & CONDITIONS

I. RIGHT TO TERMINATE:

The State reserves the right to terminate this agreement subject to 30 days written notice to the Contractor. Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

However, the agreement can be immediately terminated for cause. The term “for cause” shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State’s notification to the Contractor.

This agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or State’s premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render services as a result of any action by any governmental authority.

II. RESOLUTION OF DISPUTES:

If the Contractor disputes any action by the project monitor arising under or out of the performance of this contract, the Contractor shall notify the project monitor of the dispute in writing and request a claims decision. The project monitor shall issue a decision within 30 days of the Contractor's notice. If the Contractor disagrees with the project monitor's claims decision, the Contractor shall submit a formal claim to the Superintendent of Public Instruction or the Superintendent's designee. The decision of the Superintendent shall be final and conclusive on the claim unless the decision is arbitrary, capricious, or grossly erroneous or if any determination of fact is unsupported by substantial evidence. The decision may encompass facts, interpretations of the contract, and determinations or applications of law. The decision shall be in writing following an opportunity for the contractor to present oral or documentary evidence and arguments in support of the claim. Contractor shall continue with the responsibilities under this Agreement during any dispute.

III. LOSS LEADER:

It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code.

IV. ICT ACCESSIBILITY REQUIREMENTS (05/2018):

Unless the scope of work expressly provides that the CDE shall be responsible for all 508 compliance:

- A. Contractor shall, in accordance with California Government Code section 11135 (which requires state agencies to comply with Section 508 of the federal

Rehabilitation Act of 1973 (Section 508)), ensure that any and all Information and Communications Technology (ICT) deliverables developed, procured, or maintained as a result of this contract shall comply with state and federal accessibility requirements, including: (i) the California Department of Education's (CDE) Web Content Accessibility Guidelines (WCAG) 2.0 at the AA level found at: <http://www.w3.org/TR/WCAG20/>, (ii) the CDE's Web Standards found at: <https://www.cde.ca.gov/re/di/ws/webstandards.asp>, and (iii) the CDE's Web Application Review Team (WebART) review process found at: <https://www.cde.ca.gov/re/di/ws/webartproc.asp>.

- B. The definition of "Information and Communications Technology" or "ICT" includes but is not limited to: computer hardware, software, cloud services, websites, web content, web or mobile application, office documents (e.g., MS Word, MS Excel, MS PowerPoint, PDF), multimedia, social media, email, and electronic devices.
- C. Contractor shall employ a section 508 compliance expert with qualifications and experience acceptable to the CDE to: (i) advise Contractor during ICT deliverable development, and (ii) certify in writing on behalf of Contractor that the ICT deliverables are fully compliant with the standards in subsection A above and Section 508 prior to submission to, or use by, the CDE. Such certification shall also include a statement describing precise methods by which compliance was determined, along with the results of testing. The Contractor is responsible for any costs associated with breach of such certification.
- D. Upon CDE's request, the Contractor must provide to the CDE all source files for ICT deliverables to the CDE for the purpose of improving accessibility. This may include non-proprietary code, unedited pictures and video, and original documents prior to PDF conversion among others.

V. PROHIBITION OF DISCRIMINATION:

In addition to the non-discrimination requirements in General Terms and Conditions attached as Exhibit C, Contractor and its subcontractors shall comply with Education Code section 220, which prohibits any person from discriminating on the basis of any characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code, including immigration status, in any program or activity conducted in connection with this contract.

EXHIBIT E

ADDITIONAL PROVISIONS

I. COMPUTER SOFTWARE COPYRIGHT COMPLIANCE:

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

II. CERTIFICATE OF INSURANCE REQUIREMENTS:

A. Commercial General Liability:

Contractor shall furnish to the CDE, a Certificate of Insurance, issued by an insurance carrier licensed to write general liability insurance in the State of California, stating liability insurance is presently in effect for the Contractor of not less than one million dollars (\$1,000,000.00) per occurrence for bodily injury and property damage liability combined.

B. Certificate of Insurance Requirements:

Each Certificate(s) of Insurance **must** provide the following **additional insured language**:

The State of California, its officers, agents, employees, and servants are included as additional insured, but only insofar as the operations under this contract are concerned.

Contractor is responsible to notify the State within 5 business days of any cancellation, non-renewal or material change that affects required insurance coverage.

Contractor agrees that the insurance provided shall be in effect at all times during the term of the contract. In the event insurance coverage expires at any time or times during the term of the contract, the Contractor agrees to provide a new Certificate of insurance to:

California Department of Education
1430 N Street, Suite 2213
Sacramento, CA 95814
Attention: Contracts Office – CN210104

Evidencing coverage as established herein for not less than the number of working days or remainder of the term of the contract, or of a period of not less than one year.

New Certificates of Insurance are subject to the approval of the Department of General Services, Office of Risk and Insurance Management, if required. The Contractor agrees that no work or services shall be performed prior to such approval.

Failure to continuously maintain insurance coverage as herein provided is a material breach of the contract for which, in addition to any other remedy provided by law, the

state and/or the CDE, may terminate the contract's control over the work and may proceed with the completion of the work in any manner it deems appropriate.

III. WORKERS' COMPENSATION:

Contractor shall furnish to the CDE a Certificate of Insurance, issued by an insurance carrier licensed to write Workers' Compensation insurance in the State of California that hereby warrants it carries Workers' Compensation Insurance on all of its employees who will be engaged in the performance of this Agreement. If staff provided by the Contractor is defined as independent contractors, this clause does not apply.

IV. AMENDMENTS:

The CDE reserves the right to amend the contract under circumstances including but not limited to: 1) exercise the option to renew, 2) when additional funds are required for additional printing/shipping services. Amendment is of no force or effect until signed by both parties and approved by the Department of General Services, if required.

V. OPTION TO RENEW:

The contract awarded through this IFB would expire on June 30, 2022; however, the CDE may exercise the options to renew for two additional years.

Costs for the first one-year option to renew (July 1, 2022 – June 30, 2023) shall be computed in accordance with the Contractor's Bid Form Exhibit B.2, contract period July 1, 2022 – June 30, 2023. If the State elects to renew the agreement with the Contractor, the CDE Contract Monitor will notify the Contractor of the option to renew in January 2022.

Costs for the second one-year option to renew (July 1, 2023 – June 30, 2024) shall be computed in accordance with the Contractor's Bid Form Exhibit B.3, contract period July 1, 2023 – June 30, 2024. If the State elects to renew the agreement with the Contractor, the CDE Contract Monitor will notify the Contractor of the option to renew in January 2023.

VI. CONTROL OF WORK:

- A. All work under this contract shall be done to the complete satisfaction of the State.
- B. The CDE Contract Monitor shall decide all questions which may arise about the quality of the work performed, to the manner of performance and rate of progress of the work, and to all questions as to the acceptable fulfillment of the contract by the Contractor.

Small Business (SB) Preference Sheet

NOTICE TO ALL BIDDERS:

Small Business and Non-Small Business Subcontractor Preferences

- a. Small businesses will be granted the five percent (5%) small business preference on a bid evaluation by an awarding department when a responsible non-small business has submitted the lowest-priced, responsive bid or a bid that has been ranked as the highest scored bid pursuant to a solicitation evaluation method described in Section 1896.8, and when the small business:
 - 1. Has included in its bid a notification to the awarding department that it is a small business or that it has submitted to the Department a complete application pursuant to Section 1896.14 no later than 5:00 p.m. on the bid due date, and is subsequently certified by the Department as a small business; and
 - 2. Has submitted a timely, responsive bid; and
 - 3. Is determined to be a responsible bidder.
- b. Non-small business bidders will be granted a five percent (5%) non-small business subcontractor preference on a bid evaluation by an awarding department when a responsible non-small business has submitted the lowest-priced responsive bid or a bid that has been ranked as the highest scored bid pursuant to a solicitation evaluation method described in Section 1896.8, and when the non-small business bidder:
 - 1. Has included in its bid a notification to the awarding department that it commits to subcontract at least twenty-five percent (25%) of its net bid price with one or more small business(es); and
 - 2. Has submitted a timely, responsive bid; and
 - 3. Is determined to be a responsible bidder; and
 - 4. Submits a list of the small business(es) it commits to subcontract with for a commercially useful function in the performance of the contract. The list of subcontractors shall include their name, address, phone number, a description of the work to be performed, and the dollar amount or percentage (as specified in the solicitation) per subcontractor.

Are you a California certified small business? YES NO

Are you a non-SB subcontracting at least 25% to a California certified SB? YES NO

Company Name:

Signature: _____ Date:

A copy of the SB certification letter from OSDs or any proof of certification from the State of California, including an e-mail or a Web site print out must be included.

If you have applied and not yet been formally certified, include the date of application.
Date applied (if not yet certified):

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

PROTEST PROCEDURES FOR INVITATION FOR BIDS

1. Notification

- a. Five working days before making the award, the CDE will notify the lowest bidder by telephone, fax, overnight courier or personal delivery if the contract will be awarded to another bidder.
- b. If prior to the award any bidder files a protest against the awarding of the contract, the contract shall not be awarded until either the protest has been withdrawn or the Department of General Services has decided the matter.
- c. Within five working days after filing the protest, the protesting bidder shall file with the Department of General Services a full and complete written statement specifying the grounds for protest plus the "Invitation for Bid" number, the name of the State agency involved and the agency contract officer.

Protests may be sent by regular mail, email, courier or personal delivery. Protestants should include their fax number if they have one.

2. Grounds for Protest

The lowest responsible bidder meeting the specifications was not awarded the contract.

3. Procedures

Procedures for filing protests under this section are:

- a. Disposition of Protests – Following receipt of a protest filed as prescribed, the Department of General Services shall determine whether the protest is to be resolved by written submission of material or by public hearing. (Title 2, California Code of Regulations, Section 1195, et seq.)
- b. Hearing Procedures
 - (1) A hearing shall be conducted by the Office of Administrative Hearings for resolution pursuant to the applicable statutes and regulations. (Public Contract Code, Section 10345)
 - (2) The Office of Administrative Hearings arranges for all hearings to be recorded by a hearing reporter. Any interested party may arrange with the reporter to have a transcript prepared at his or her own costs.
 - (3) All of the costs of the proceeding will be charged to the CDE.

**CERTIFICATION OF
WORKERS' COMPENSATION INSURANCE**

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract."

Please check one box:

- I am an employer and I am aware of the provisions of Section 3700 of the Labor Code
 I am an independent Contractor and have no employees

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized to legally bind the bidder to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

(COMPANY NAME)

(DATE SIGNED)

(EXECUTED IN THE COUNTY OF)

(SIGNATURE)

(TITLE)

(FEDERAL EMPLOYER I.D. NUMBER)

Darfur Contracting Act Certification

Public Contract Code Sections 10475 -10481 applies to any company that currently or within the previous three years has had business activities or other operations outside of the United States. For such a company to bid on or submit a proposal for a State of California contract, the company must certify that it is either a) not a scrutinized company; or b) a scrutinized company that has been granted permission by the Department of General Services to submit a proposal.

If your company has not, within the previous three years, had any business activities or other operations outside of the United States, you do not need to complete this form.

However, if this form is not completed, the CO-009 Supplemental form must be completed and submitted with your bid or proposal.

OPTION #1 - CERTIFICATION

If your company, within the previous three years, has had business activities or other operations outside of the United States, in order to be eligible to submit a bid or proposal, please insert your company name and Federal ID Number and complete the certification below.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that a) the prospective proposer/bidder named below is not a scrutinized company per Public Contract Code 10476; and b) I am duly authorized to legally bind the prospective proposer/bidder named below. This certification is made under the laws of the State of California.

<i>Company/Vendor Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County and State of</i>	

OPTION #2 – WRITTEN PERMISSION FROM DGS

Pursuant to Public Contract Code section 10477(b), the Director of the Department of General Services may permit a scrutinized company, on a case-by-case basis, to bid on or submit a proposal for a contract with a state agency for goods or services, if it is in the best interests of the state. If you are a scrutinized company that has obtained written permission from the DGS to submit a bid or proposal, complete the information below.

We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services to submit a bid or proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our bid or proposal.

<i>Company/Vendor Name (Printed)</i>	<i>Federal ID Number</i>
<i>Initials of Submitter</i>	
<i>Printed Name and Title of Person Initialing</i>	

California Department of Education
Fiscal and Administrative Services Division
CO-009S (NEW 09/2012)

**Darfur Contracting Act Certification
Supplemental**

I acknowledge that I have read the Darfur Contracting Act Certification/CO-009 form and my company has not, within the previous three years, had any business activities or other operations outside of the United States.

<i>Company/Vendor Name (Printed)</i>	<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in the County and State of</i>

California Department of Education
 Fiscal and Administrative Services Division
 CO-005 (1/2017)

CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract in the amount of \$100,000 or more on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts \$100,000 or more, executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. EMPLOYER DISCRIMINATORY POLICIES: For contracts \$100,000 or more, executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.		<i>Federal ID Number</i>
<i>Proposer/Bidder Firm Name (Printed)</i>		
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County and State of</i>	

REQUIRED ATTACHMENT CHECKLIST

Printing of Direct Support Professional Training Materials
CN210104

Bidder Name: _____

Complete this checklist to confirm all required attachments, as outlined in General Information, Bid Submission Requirements, have been included as part of your bid package. Place a check mark or "X" next to each item that you are submitting to the CDE. For your bid to be responsive, **all required attachments**, must be submitted.

A complete bid or bid package must consist of the items identified below.

(X)	Attachment No.	<u>Attachment Name/Description</u>
<input type="checkbox"/>	Exhibit B.1, Exhibit B.2, and Exhibit B.3	Contractor's Bid Forms
<input type="checkbox"/>	Insurance Certificates	Insurance Certificates (meeting the terms of Exhibit E. Article II. Commercial General Liability and Article III. Workers Compensation)
<input type="checkbox"/>	Bidder Declaration Form (GSPD-05-105)	Bidder Declaration Form. Required if Bidder intends to subcontract any portion of the work outlined in Exhibit A, Scope of Work.
<input type="checkbox"/>	Payee Data Record (STD 204)	Payee Data Record. Required and must be included in the Bid Submission. Include STD 205 Payee Data Record Supplement, if necessary.
<input type="checkbox"/>	Attachment 1	Small Business (SB) Preference Sheet.
<input type="checkbox"/>	Attachment 2	Contractor Certification Clauses (CCC 04/2017)
<input type="checkbox"/>	Attachment 4	Certification of Workers Compensation Insurance
<input type="checkbox"/>	Attachment 5 <u>or</u> Attachment 5a	Darfur Contracting Act Certification <u>or</u> Darfur Contracting Act Supplemental
<input type="checkbox"/>	Attachment 6	California Civil Rights Form
<input type="checkbox"/>	Attachment 7	Required Attachment Checklist
<input type="checkbox"/>	Additional Set One (1) copy of the required attachments with a photocopy of original signature.	