



Matthew Rodriguez
Secretary for
Environmental Protection

Air Resources Board

Mary D. Nichols, Chairman
1001 I Street • P.O. Box 2815
Sacramento, California 95812 • www.arb.ca.gov



Edmund G. Brown Jr.
Governor

REQUEST FOR PROPOSAL (SECONDARY METHOD) Notice to Prospective Proposers RFP No. 11-411

January 13, 2012

You are invited to review and respond to this Request for Proposal (RFP) No. **11-411**, entitled, "**Cap-and-Trade Offset Verifier and Offset Project Registry Training.**" In submitting your proposal, you must comply with the instructions found herein.

This RFP is published online in the California State Contracts Register at <http://www.eprocure.dgs.ca.gov/CSCRAAds.htm>. To ensure receipt of any addenda that may be issued, interested parties are encouraged to register online at <http://www.bidsync.com/help/bidsync/freebids.html>.

The Air Resources Board (ARB) deadline for receipt of proposals is **January 27, 2012, no later than 3:00 p.m. Pacific Daylight Time (PDT)**. No late received, faxed or emailed proposals are acceptable. **All late received, faxed or emailed proposals will be rejected** and returned to the potential Proposer. Hard copies of proposals must be received on or before the date and time specified herein at the following location:

Delivery Address:

Air Resources Board
ASD-Contract Services Section
Attn: Sue Bayoneta
1001 I Street, 20th Floor
Sacramento, CA 95814

You are advised that you are responsible for ensuring that your proposal is received by the above listed contact person by the time and date required. Any proposal reaching the contact person after the deadline date and time will be returned unopened.

In the opinion of the Air Resources Board, this RFP is complete and without need of explanation. However, if you have questions, notice any discrepancies or inconsistencies, or need any clarifying information, the contact person for this RFP is listed below. **All questions must be submitted in accordance with the RFP instructions contained herein and sent via email directly to the below listed contact person and not through the BidSync system.**

Contact: Sue Bayoneta
Phone: 916 / 322-2208
Email: sbayonet@arb.ca.gov

We appreciate your interest in this project and hope to receive a proposal from you if this is within your area of expertise.

The energy challenge facing California is real. Every Californian needs to take immediate action to reduce energy consumption. For a list of simple ways you can reduce demand and cut your energy costs, see our website: <http://www.arb.ca.gov>.

California Environmental Protection Agency

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I. PURPOSE / BACKGROUND / SCOPE OF WORK

A. Purpose

This Request for Proposal (RFP) is to solicit competitive proposals from experienced and qualified contractors to develop the Air Resources Board's (ARB) offset program specific training materials to train third-party offset verifiers and Offset Project Registries to support the offsets component of the California Cap-and-Trade Program. The Cap-and-Trade Regulation requires that offset verifiers and Offset Project Registries complete ARB training and demonstrate competency through examinations in ARB's compliance offset program and Compliance Offset Protocols. The Contractor shall be required to develop and produce the training and examination materials and administer the training to potential offset verifiers and Offset Project Registries consistent with the requirements of the regulation.

For a detailed description of the Scope of Work, please refer to Section I, C, Scope of Work. The work of this contract is expected to require 11 months; no work shall begin until all required signatures and approvals are obtained. The project has a budget amount of \$250,000. Proposals exceeding this amount may be deemed non-responsive and ineligible for award.

B. Background

ARB is charged with designing emission reduction measures to meet statewide emission limits for greenhouse gases (GHG). Chapter 488, Statutes of 2006 (Assembly Bill 32 or AB 32) directed ARB to design measures that achieve real, quantifiable, cost-effective reductions of GHG emissions and return California to 1990 levels by the year 2020. To achieve this emissions target, ARB was authorized in AB 32 to consider provisions for using market-based compliance mechanisms, such as a Cap-and-Trade Program. ARB adopted a Cap-and-Trade Regulation in October 2011 and it became effective January 1, 2012. The compliance offset system is a key cost-containment measure in the Cap-and-Trade Program.

The Cap-and-Trade Regulation includes provisions to ensure all offset credits used for compliance purposes are real, additional, permanent, quantifiable, verifiable, and enforceable. AB 32 requires that each of these criteria be met for all reductions issued ARB offset credits and used for compliance. Ensuring the environmental integrity of the offsets program is critical to guaranteeing the credibility of the entire Cap-and-Trade Program, achieving the environmental objectives of real emissions reductions, and preserving the value of offset credits to project developers, offset buyers, and all market participants. To ensure offset quality, the proposed regulation includes rigorous and transparent quantification methodologies, training and oversight of ARB-accredited independent third-party verifiers, and a registration and tracking system.

Under the Cap-and-Trade Program, ARB will allow a limited amount of offset credits, which represent GHG emission reductions achieved by non-capped sources through the implementation of individual emission reduction projects, to be used for compliance. The offset program is designed to increase compliance flexibility and contain costs associated with the Cap-and-Trade Program.

Offset verification is an essential component of the Cap-and-Trade Regulation because the verification of offsets is explicitly mandated in AB 32, and helps ensure the credibility of offsets. Verification is addressed in international guidance provided by the International Organization of Standards (ISO), and is required by regulatory offset programs such as the Clean Development Mechanism, Regional Greenhouse Gas Initiative, and Western Climate Initiative.

The offset verification procedures in the Cap-and-Trade Regulation are designed to reduce subjectivity and uncertainty. These procedures help ensure the rigor and validity of offset credits. The offsets verification program requires that verifiers demonstrate competence in each specific project type, employ conflict of interest assessments and mitigation, and includes random verifier audits and strict performance evaluations to ensure that offset verification activities are conducted accurately, consistently, and in accordance with the regulation. These various requirements aim to ensure quality and rigor in the conduct of verification activities and the verifiers.

Although ARB is responsible for issuing offset credits and ensuring that each offset meets the requirements of the regulation, ARB will leverage some of the administrative capacity of voluntary registries to help administer parts of the offset program. Once approved these Offset Project Registries are subject to ARB oversight and only facilitate the coordination of offset project related information on behalf of ARB. An Offset Project Registry may only be approved if it meets specific criteria in the Cap-and-Trade Regulation. This includes a requirement for their staff to undergo training and pass an exam demonstrating they understand ARB Compliance Offset Protocols and the compliance offset program.

Through this RFP, California intends to competitively select and contract with a firm to develop offset verifier and Offset Project Registry training and examination materials, and to administer the training to potential offset verifiers and Offset Project Registries.

Required restrictions specific to the final selection of vendors: To reduce the potential for real or perceived conflict of interest, and to protect the environmental integrity of the Cap-and-Trade Program, the Contractor chosen to provide the services described in this RFP may not subsequently apply to be a third-party verifier or verification body approved to provide services under the Cap-and-Trade Regulation and the Mandatory Reporting Regulation (MRR) and may not apply to be a third-party Offset Project Registry or Offset Project Operator. The Contractor also may not be a covered entity under the Cap-and-Trade Program. To determine

eligibility please review the Cap-and-Trade Regulation, which can be found here:
<http://www.arb.ca.gov/regact/2010/capandtrade10/finalrevfro.pdf>

C. Scope of Work

The objective of this offset verifier and Offset Project Registry training development is to ensure ARB has a sufficient number of accredited verifiers to conduct offset verification services and ensure program knowledge in the Offset Project Registries. The Contractor shall develop and administer a training curriculum consistent with the Cap-and-Trade Regulation and Compliance Offset Protocols, as detailed in Tasks 1- 4 of this Scope of Work (SOW).

- Task 1: Develop an offset verifier training curriculum and examinations that are consistent with the requirements set forth in the Cap-and-Trade Regulation and Compliance Offset Protocols.
- Task 2: Deliver the offset verifier training and conduct examinations for potential offset verifiers. The curriculum developed in Task 1 shall be used to train potential ARB-accredited offset verifiers performing verification of Offset Project Data Reports from offset projects. The training curriculum shall also be delivered to ARB staff with joint copyrights of the training material between the Contractor and ARB. ARB will not be paying for this task.
- Task 3: Develop an Offset Project Registry training curriculum and examinations that are consistent with the requirements set forth in the Cap-and-Trade Regulation and Compliance Offset Protocols.
- Task 4: Deliver the Offset Project Registry training and conduct examinations for potential Offset Project Registries. The curriculum developed in Task 3 shall be used to train potential Offset Project Registries performing registry services. The training curriculum shall also be delivered to ARB staff with joint copyrights of the training material between the Contractor and ARB. ARB will not be paying for this task.

The Contractor and Contractor's agents, representatives, and subcontractors must remain free of conflicts of interest between the services required under this Agreement and services provided by the Contractor to other clients or the Contractor's other business operations (see Exhibit E, Additional Provisions and Attachment 7, Contractor Certification Clauses).

The Scope of Work is detailed below:

Task 1: Develop an offset verifier training curriculum and examinations.

The Contractor shall develop, in collaboration with ARB staff, a training program and examination materials which provide potential ARB offset verifiers the skills necessary to provide third-party verification as required by the Cap-and-Trade Regulation. The specific courses that are required for offset verifier training are described below:

Course 1: General Verification

Goal: To understand the general concepts of verification with a focus on offset verification. To develop the skills that are necessary to conduct robust verification to ensure a reasonable level of assurance in the reported baseline and project implementation reductions or sequestered carbon, and to pass a general verification examination.

Content: This course provides an overview of the steps needed to conduct an effective verification. This includes assessing the quality and robustness of accounting, assessing monitoring and reporting systems, validating Offset Project Data Reports, and assessing compliance with the ARB offset verification requirements.

Course 2: ARB Offset Verification Requirements

Goal: To understand the general structure of the offset verification requirements in ARB's Cap-and-Trade Regulation, and to pass an examination.

Content: This course provides potential offset verifiers with an overview of ARB's Cap-and-Trade Regulation as it pertains to offset verification. The course provides a detailed description of the offset verification process and the role of offset verifiers, Offset Project Registries, and ARB. The expectations for each offset verifier, as they pertain to the regulatory requirements (e.g. sampling plan, verification report, issues log, etc.), are outlined.

Course 3: Compliance Offset Protocol, U.S. Forest Projects Verification Requirements

Goal: To understand the verification and reporting requirements for offset projects using Compliance Offset Protocol U.S. Forest Projects, and to pass an examination.

Content: This course provides details on the requirements for verifying the quantification and data related to determining emission reductions achieved from offset projects using Compliance Offset Protocol U.S. Forest Projects.

Course 4: Compliance Offset Protocol, Urban Forest Projects Verification Requirements

Goal: To understand the verification and reporting requirements for offset projects using Compliance Offset Protocol Urban Forest Projects, and to pass an examination.

Content: This course provides details on the requirements for verifying the quantification and data related to determining emission reductions achieved from offset projects using Compliance Offset Protocol Urban Forest Projects.

Course 5: Compliance Offset Protocol, Livestock Projects Verification Requirements

Goal: To understand the verification and reporting requirements for offset projects using Compliance Offset Protocol Livestock Projects, and to pass an examination.

Content: This course provides details on the requirements for verifying the quantification and data related to determining emission reductions achieved from offset projects using Compliance Offset Protocol Livestock Projects.

Course 6: Compliance Offset Protocol, Ozone Depleting Substances Projects Verification Requirements

Goal: To understand the verification and reporting requirements for offset projects using Compliance Offset Protocol Ozone Depleting Substances Projects, and to pass an examination.

Content: This course provides details on the requirements for verifying the quantification and data related to determining emission reductions achieved from offset projects using Compliance Offset Protocol Ozone Depleting Substances Projects.

The Contractor is directly responsible for the development of the above courses and examinations and the delivery of these courses and examinations within the allocated timeframe. During the curriculum development, the Contractor shall do the following:

- Work with ARB staff to determine an ideal training design for each course.
 - Consult with ARB staff during the development of the curriculum and re-configure the curriculum as appropriate.
 - Identify and raise issues directly with ARB staff to ensure the accuracy of the training courses. The Contractor shall report bi-weekly to ARB on the current status of the project to ensure all tasks are being tracked properly.

Task 2: Deliver the offset verifier training and conduct examinations for potential offset verifiers.

The Contractor shall deliver the training and conduct examinations for potential offset verifiers. The curriculum developed in Task 1 shall be used to train offset verifiers who will be performing verification of Offset Project Data Reports from Offset Project Operators. The training curriculum shall also be delivered to ARB staff.

The Contractor is directly responsible for the delivery of the training curriculum within the allocated timeframe. The Contractor can design the courses to be presented in-person, through an online platform, or a combination of both. The Contractor, in collaboration with ARB, shall determine and specify the length of time needed for

each training session. If an online platform is used to deliver the training, the Contractor must ensure that the verifiers are actively participating during the course. If the training is to be delivered in-person, the Contractor shall procure the training venue and address all other related logistics.

- The Contractor shall deliver training to potential offset verifiers before December 1, 2012.
- The Contractor shall deliver the training to ARB staff for no charge.
- The Contractor may charge a delivery fee for all other verifiers who need to take the course. This fee must be set in collaboration with ARB staff.
- Each course shall be delivered a minimum of three times prior to December 1, 2012.
- The exams from each course shall be independently graded by a minimum of two Contractor staff and returned to ARB no later than 15 business days form the exam date.
- The course work shall be developed to allow the offset verifiers the opportunity to understand the offset verification and protocol-specific requirements, explore offset verification and protocol-specific issues and practice the skills of offset verification through an assortment of the following activities:
 - Class lectures, collaborative activities/small group activities and tasks, if applicable.
 - Relevant California scenarios and problem solving.
 - Content-specific California relevant verification materials.

The Contractor shall provide the verifiers an evaluation form to assess the training experience and copies or originals of the completed evaluation forms will be provided to ARB.

Course Schedule

The delivery of the Task 1 training sessions shall occur starting in April, 2012. The Contractor, in collaboration with ARB, may propose a schedule that delivers all six courses in a single training session, with multiple training sessions offered over several months.

Subtask	Timeframe 2012
Sub task 1: Develop Curriculum	February 2012-April 2012
Sub task 2: Enroll Verifiers	April – October 2012
Sub task 3: Deliver training to verifiers	April –December 2012

Task 3: Develop an Offset Project Registry training curriculum and examinations.

The Contractor shall develop, in collaboration with ARB staff, a training program and examination materials that provide potential ARB Offset Project Registries the skills necessary to administer those functions as required by the Cap-and-Trade Regulation. The specific courses that are required for Offset Project Registry training are described below:

Courses 1-6 Developed Under Task 1

Goal: Offset Project Registries must complete training courses 1-6 developed under Task 1. Offset Project Registries must understand the concepts related to general offset verification, ARB specific offset verification requirements, and Compliance Offset Protocols.

Content: These courses provide the necessary knowledge of ARB's offset verification program and Compliance Offset Protocols that is needed to oversee effective reporting, monitoring, and verification activities conducted by Offset Project Operators and offset verifiers.

Course 7: Registry Services

Goal: To understand the requirements for providing registry services and pass an examination.

Content: This course provides details on the requirements for conducting registry services.

Task 4: Deliver the Offset Project Registry training and conduct examinations for potential Offset Project Registries.

The Contractor shall deliver the training and conduct examinations for potential Offset Project Registries. The curriculum developed in Task 1 and Task 3 shall be used to train Offset Project Registries providing registry services according to the Cap-and-Trade Regulation. Offset Project Registries must complete all seven training courses to understand general offset verification requirements, ARB specific offset verification requirements, the requirements associated with the Compliance Offset Protocols, and the requirements for registry services. The training curriculum shall also be delivered to ARB staff.

The Contractor is directly responsible for the delivery of the training curriculum within the allocated timeframe. The Contractor can design the courses to be presented in-person, through an online platform, or a combination of both. The Contractor, in collaboration with ARB, shall determine and specify the length of time needed for each training session. If an online platform is used to deliver the training, the Contractor must ensure that the Offset Project Registry staff is actively participating during the course. If the training is to be delivered in-person, the Contractor shall procure the training venue and address all other related logistics.

- The Contractor shall deliver training to potential Offset Project Registries before December 1, 2012.
- The Contractor shall deliver the training to ARB staff for no charge.
- The Contractor may charge a delivery fee for all other Offset Project Registries who need to take the course. This fee shall be set with collaboration with ARB staff.
- The exams from each course shall be independently graded by a minimum of two Contractor staff and returned to ARB no later than 15 business days from the exam date.

- The course work shall be developed to allow Offset Project Registries the opportunity to understand the offset verification, protocol, and registry services requirements, explore verification, protocol, and registry services issues and practice the skills through an assortment of the following activities:
 - Class lectures, collaborative activities/small group activities and tasks, if applicable.
 - Relevant California scenarios and problem solving.
 - Content-specific California relevant verification materials.
 - Requirements for registry services.
 - Registry role in the compliance offset program.

The Contractor shall provide Offset Project Registries an evaluation form to assess the training experience and copies or originals of the completed evaluation forms will be provided to ARB.

Course Schedule

The delivery of the Task 1 training sessions shall occur starting in April, 2012. The Contractor, in collaboration with ARB, may propose a schedule that delivers all seven courses in a single training session, with the multiple training sessions offered over several months.

Subtask	Timeframe 2012
Sub task 1: Develop Curriculum	February-April 2012
Sub task 2: Enroll Offset Project Registries	April – October 2012
Sub task 3: Deliver training to Offset Project Registries	April - December 2012

II. PROPOSAL REQUIREMENTS (GENERAL) AND INFORMATION

This section contains instructions for the submission of your proposal. It is the responsibility of the Proposer to carefully read and follow all proposal requirements within this Request for Proposal (RFP). Compliance with the RFP instructions is mandatory for your proposal to be considered for award. Failure to comply with the RFP instructions may cause your proposal to be deemed non-compliant and non-responsive, thus ineligible for award.

A. Key Action Dates

Below is the tentative time schedule for this RFP. ARB reserves the right to modify the RFP and/or change dates and times at its sole discretion, prior to the date fixed for submission of proposals, by the issuance of an addendum that will be posted in the eProcurement system of the State of California at <http://www.bidsync.com>.

1. ARB reserves the right to modify or cancel in whole or any part of this solicitation.
2. Clarifications to the solicitation will only be provided in the form of a written addendum to all Proposers.

<u>Key Actions</u>	<u>Dates</u>	<u>Time</u>
RFP available to prospective Proposers	01/13/12	N/A
Written Questions Submittal Deadline	01/19/12	5:00 p.m.
Question responses due from ARB	01/24/12	5:00 p.m.
Final Date for Proposal Submission/Receipt by ARB	01/27/12	3:00 p.m.
Complete Evaluation of Proposals	01/30/12- 02/02/12	N/A
Posting of Intent to Award Notice(s) (Notice is posted for five days)	02/03/12	N/A
Contract forms sent to Successful Proposer	02/13/12	N/A
Signed Contracts returned to ARB for counter signature	02/27/12	N/A
Contracts Approved & Executed – work begins	03/15/12	N/A
Project Complete	12/31/12	N/A

Proposed award of agreement is dependent upon ARB internal processing procedures in addition to the required approval by the California Department of General Services (DGS).

Dates listed above are estimates only, and subject to change at ARB's sole discretion. The date work begins will be considered to be different from the actual start date of the contract/agreement. No work shall begin until all required approvals and signatures, including DGS Office of Legal Services, are obtained.

B. Questions Regarding RFP Requirements

All questions or concerns related to the RFP requirements must be directed via email to:

Air Resources Board
Administrative Services Division
Contract Services Section
Attn: Sue Bayoneta
Email: sbayonet@arb.ca.gov

Questions must be received as indicated by the Key Action Dates. Questions posted through BidSync will not be considered. Answers to all questions submitted will be in the form of an addendum posted in the eProcurement system of the State of California at <http://www.bidsync.com> on or about the date indicated in the Key Action Dates. Please note that no verbal information given will be binding upon the State unless such information is issued in writing as an official addendum to all parties/participants.

C. General Proposal Requirements

1. Proposals should provide straightforward and concise descriptions of the Proposer's ability to satisfy the requirements of this RFP. The proposal must be complete and accurate. Omissions, inaccuracies or misstatements will be sufficient cause for rejection of a proposal.
2. Proposals must be submitted for the performance of all services described herein. Any deviation from the work specifications (Section I, C, Scope of Work and Section III, Technical Proposal Requirements) will not be considered and will cause a proposal to be rejected.

3. **The proposal must contain all of the components, information, and documents as outlined below:**

a) Title Page

The purpose of this page is to provide in one location information needed by ARB administrative staff. It must contain the following items:

- i) the title of the proposal, which must be the same as the title of the RFP;
- and
- ii) the number of the RFP, 11-411; and
- iii) the date of proposal;

b) Cover Letter / Letter of Commitment

This introductory letter must be on the company's letterhead and include the following information and statements:

- i) The name and address of your company [NOTE: You may use a Post Office box, but please provide your company's street address for our records]; and
- ii) The name, title, and signature of a company official authorized to bind the proposal.

c) Table of Contents

d) Summary

The abstract shall be not longer than one page. Include a brief description of the proposed project briefly summarizing the main point of the various sections of the proposal, including the features and benefits of the proposal.

e) Technical Proposal

The details to be included in the technical part of the Proposal can be found in Section III, A, Proposal Requirements (Technical).

Elements of the technical part of the Proposal shall include: 1) Minimum Qualifications Explanation, 2) Management Plan, 3) Methodology (Approach to Work), 4) Work Plan and Work Schedule, 5) Personnel, and 6) References.

D. Submission of Proposals

1. The original proposal must be marked "ORIGINAL COPY." Submit five (5) copies of the proposal. (There will be six (6) total, one original plus five (5) copies)

All additional proposal sets may be photocopies of the original package. Due to limited storage space, the proposal package should be prepared in the least expensive method (i.e., cover page with staple in upper left-hand corner, no fancy bindings: spiral binding, 3-hole punch, etc.).

Also to conserve paper, we require double-sided pages, and please use single or one-and-a-half spacing. Please do not include lengthy, oversized company brochures. Please do not include oversized tabs. Please do not submit an electronic copy of your proposal. Any extra items submitted with the proposal shall be clearly marked and identified as to the name of the Proposer and the RFP number. Any extra items must be submitted in the same number of copies as the proposal.

2. Proposals must be submitted no later than the date and time indicated in the Key Action Dates, and must be addressed as follows in Item 3.

Proposals received **after** this date and time will **not** be considered.

3. Packaging/Mailing/Delivery Instructions

The proposal package/envelope must be plainly marked with the **RFP number** and title, your firm name, address, and must be marked with "**DO NOT OPEN**" (see sample below)

- a) Responses to this RFP shall be submitted to ARB in one (1) sealed package/envelope containing the original and five (5) copies.
- i) One (1) sealed package/envelope containing the Technical Proposal and all other required elements along with the Cost Proposal.

ONE (single) SEALED PACKAGE/ENVELOPE

Proposer Name (Agency, Firm, Individual)

Complete Address

RFP No. 11-411

Cap-and-Trade Offset Verifier and Offset Project Registry Training

**REQUEST FOR PROPOSAL
DO NOT OPEN**

- b) Proposals not submitted under sealed cover and marked as indicated may be rejected. If the proposal is made under a fictitious name or business title, the actual legal name of Proposer must be provided. Label (as instructed above), and mail or deliver package to the following location:

MAIL OR DELIVER* TO:

Air Resources Board
Contract Services Section
Attn: Sue Bayoneta
1001 I Street, 20th Floor
Sacramento, CA 95814

- c) If your proposal is hand delivered, you must contact the analyst (Sue Bayoneta, 916/322-2208), to insure your proposal is received prior to Proposal Submittal Deadline indicated in the key action dates.

- 4. Each proposal will be reviewed to determine if it meets the proposal requirements contained in Section III, A., Proposal Requirements (Technical). Failure to meet the requirements for the RFP may be cause for rejection of the proposal.
- 5. A proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The State may

reject any or all proposals and may waive any immaterial deviation in a proposal. The State's waiver of immaterial defect shall in no way modify the RFP document or excuse the Proposer from full compliance with all requirements if the Proposer is awarded the Agreement.

6. The Air Resources Board may modify the RFP up to the specified time of the date fixed for submission of proposals by the issuance of an addendum to all parties who received a proposal package.
7. The State reserves the right to reject all proposals.
8. More than one proposal from an individual, firm, partnership, corporation or association under the same or different names, will not be considered. Reasonable grounds for believing that any Proposer has submitted more than one proposal for the work contemplated herein will cause the rejection of all proposals submitted by that Proposer. If there is reason to believe that collusion exists among the Proposers, none of the participants in such collusion will be considered, in this or future procurements.

E. Modification and/or Withdrawal of Proposals

1. A Proposer may modify a proposal after its submission by withdrawing its original proposal and resubmitting a new proposal prior to the proposal submission deadline. Proposer modifications offered in any other manner, oral or written, will not be considered.
2. A Proposer may withdraw its proposal by submitting a written withdrawal request to ARB signed by the Proposer or an agent authorized in accordance with Section III H, titled "Signature." A Proposer may thereafter submit a new proposal prior to the proposal submission deadline. Proposals may not be withdrawn without cause subsequent to proposal submission deadline.

F. Proposer Responsibilities

1. Proposers should carefully examine the entire RFP, with special attention to the tasks and deliverables found in Section I, C., Scope of Work. Proposers shall investigate obstacles that might be encountered. No additions or increases to the agreement amount will be made due to a lack of careful examination of the requirements.
2. Before submitting a response to this solicitation, Proposer(s) should review their response, correct all errors, and confirm compliance with the RFP requirements.
3. Costs incurred for developing proposals and in anticipation of award of the agreement are entirely the responsibility of the Proposer and shall not be charged to ARB.

4. It is the **Proposer's responsibility** to promptly notify ARB contract analyst identified in the solicitation, by phone, letter, fax, e-mail, or visit, if the Proposer believes that the solicitation is unfairly restrictive, contains errors or discrepancies, or is otherwise unclear. Notification **must be done immediately** upon receipt of the solicitation in order that the matter may be fully considered and appropriate action taken by ARB prior to the closing time set to receive solicitation responses. Such notification must be submitted no later than the question and answer period referenced in the Key Action Dates. All such correspondence received after the question and answer deadline will not be considered.
5. Proposer is responsible to review, read, understand, and comply in full with the State's General Terms and Conditions along with the Contractor's Certification Clauses as listed on <http://www.dgs.ca.gov/Default.aspx?alias=www.dgs.ca.gov/ols>.
6. Each proposal must constitute an irrevocable offer for a period of at least 180 working days after proposal submission.
7. The Proposer must provide evidence to show that members of the team possess the specific qualifications, competence, experience, resources, and business integrity necessary to carry out the work under the contract as expected. Examples of evidence include, but are not limited to: résumés, letters of reference, project summaries that highlight the team's specific experience.

The evidence must also illustrate that that the Proposer owns and operates a legitimate business. If the Proposer is a corporation, said corporation must be registered in the State of California to operate said business in the State. All businesses must be registered with the Secretary of State or appropriate State jurisdiction prior to date of contract award. Evidence of registration will be from the Secretary of State's website:
<http://kepler.sos.ca.gov/>

All business entities doing business within the State and not operating as a corporation or partnership must be registered with the appropriate jurisdiction (county or city). All businesses not registered with the appropriate jurisdiction, or with the Secretary of State, prior to award date will be deemed non-responsive and ineligible for contract award.

G. Signature

1. **All documents requiring signatures contained in the original proposal package must have *original* signatures.**

2. Only an individual who is authorized to bind the proposing firm contractually shall sign the required Cover Letter for the proposal. The signature must indicate the title or position that the individual holds in the firm. An unsigned proposal may be rejected.

H. Disposition of Proposals

Upon proposal opening, all documents submitted in response to this RFP 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. The State cannot prevent the disclosure of public documents.

I. Socio-Economic and Preference Programs

1. Disabled Veteran Business Enterprise (DVBE) Incentive – *Optional*

This solicitation does not require a minimum amount of Disabled Veteran Business Enterprises (DVBE) participation. However, you are strongly encouraged to either become certified, if eligible, or to subcontract a portion of the work to a certified DVBE. If a prime bidder is a certified DVBE or commits to subcontracting with DVBE(s), it may be eligible to receive a bid preference provided that the DVBE provides a commercially useful function as defined in California Code of Regulations, Title 2, Section 1896.61(l). For evaluation purposes only, the State shall apply an incentive to bids that propose California certified DVBE participation as identified on Attachment 2, titled Bidder Declaration GSPD-05-105 and confirmed by the State.

The incentive amount varies in conjunction with the percentage of DVBE participation offered. The minimum requirement is 1% with a maximum of 5% DVBE participation and the incentive will be equal to the participation offered as defined below:

Confirmed DVBE Participation of:	DVBE Incentive:
1% to 1.99% inclusive	1%
2% to 2.99% inclusive	2%
3% to 3.99% inclusive	3%
4% to 4.99% inclusive	4%
5% or Over	5%

2. Small Business or Microbusiness Preference – *Optional*

If Proposer is claiming the 5% certified Small Business or micro business preference, or is committing to subcontract 25% or more of their net bid price to one of more Certified Small Businesses or microbusinesses, **Attachment 2** (GSPD-05-105 Bidder Declaration) and attach a copy of the certification.

Additional References: <http://www.pd.dgs.ca.gov>

Questions regarding the certification approval process or the Small Business program should be directed to the Department of General Services, Procurement Division at (800) 559-5529 or (916) 375-4940. For the 24-Hour Recording & Mail Request call (916) 322-5060.

Small business or micro business bidders or proposers using the non-small business preference shall be granted a preference consisting of five percent of the highest responsible bidder's total score.

3. TACPA / EZA / LAMBRA Preferences – Optional

Please see website at: <http://www.pd.dgs.ca.gov/disputes/default.htm> for information on applying for one of the preferences.

4. Darfur Contracting Act Certification – Mandatory

Please complete and submit Attachment 4 with your proposal.

5. Preference and Incentive Application – Optional

- a. DVBE Incentive Points are factored by multiplying a proposer's DVBE participation commitment percentage (%) by the total possible points that could be awarded (see Table 1 below). This amount is then added to the proposer's total points. In the Table 2 sample below, Proposer B received a 60 point incentive (.05% commitment x 1200 total points available) which was added to its total points resulting in its proposal ranking as first in line for award. Proposer C's 2% commitment resulted in its receiving 24 incentive points, and making its proposal rank as second in line for award.
- b. Small Business Preference is calculated by multiplying 5% of the highest scoring non-small business proposer, and adding those points to small business proposers and non-small businesses subcontracting 25% or more to a small business. In the Table 2 sample below, the calculation is based on Proposer B's 1155 points x .05 resulting in 57.75 additional points added to the certified Small Businesses (A and C).
- c. Under the High Score Method, it is possible to displace a high point certified Small Business with the application of the DVBE Incentive.

TABLE 1: HIGH SCORE METHOD SAMPLE

Available points example using sliding scale:

Administrative: 200 points
Technical: 400 points
Cost: 600 points
Total: 1200 points

Possible Maximum 60 points
DVBE incentive calculated as follows:

Confirmed DVBE Participation	Possible Points Calculation:
1% - 1.99% inclusive	1% X 1200 = 12
2% - 2.99% inclusive	2% X 1200 = 24
3% - 3.99% inclusive	3% X 1200 = 36
4% - 4.99% inclusive	4% X 1200 = 48
5% and Higher	5% X 1200 = 60

TABLE 2: HIGH SCORE METHOD SAMPLE RESULTS

Proposer	A	B	C
Responsive/Responsible	Yes	Yes	Yes
Total Points	1050	1155	1125
Eligible Preference	SB	None	SB
SB Preference Points Applied	57.75	0	57.75
Subtotal	1107.75	1155	1182.75
Rank	3	2	1
Confirmed DVBE Participation	No (0%)	Yes (5%)	Yes (2%)
Incentive Points Applied	None	60	24
Adjusted Points	1107.75	1215	1206.75
New Rank	3	1	2

III. PROPOSAL REQUIREMENTS (TECHNICAL)

A. Technical Proposal Requirements

The proposal **must** contain the following components, information and documents outlined below. Each requirement's location must be listed in the Proposal's Table of Contents. Also see Section II, D, Submission of Proposal, for general submittal details.

1. Minimum Qualifications

The Proposer must provide a detailed response, outlining information as to how the Proposer meets each of the minimum qualifications.

- At least two (2) completed projects where the Proposer provided training design, development, and delivery in greenhouse gas offset project verification. The Proposer must include a sample of one completed project for ARB review.
- Proven knowledge and 3 years of experience in effective adult training design methods, tools, and techniques.
- Proven knowledge and 3 years of experience in effective adult training delivery methods, tools, and techniques.
- 3 years proven experience in acquiring or having on staff subject matter professionals for technical training sessions.

- 3 years of experience working with at least two potential subject matter professionals to support training for the topic areas of forestry and urban forestry.

2. Management Plan

The Proposer shall provide a project management plan including the management structure and project organization . The Proposer shall designate, by name, the Project Manager to be employed. The selected Proposer shall not cause the substitution of the Project Manager without prior written approval of the State. Proposer must demonstrate the logic and feasibility of the methodology and proposal. Proposer must spell out sequence and relationships of major steps and methods for performing the actual work. The project management plan shall include methods to measure project progress against the plan.

3. Methodology (Approach to Work)

The Proposer shall also identify specific techniques that will be used, and specific administrative and operational management expertise that will be employed. Proposer shall indicate how skills developed in previous related work will be applied to the work described in this RFP.

4. Work Plan and Work Schedule

The Proposer shall develop a Work Plan and Work Schedule for task completion. The Work Plan and Work Schedule shall identify each major task, necessary subtasks, and milestones by which progress can be measured and payments made. The Work Plan shall specify the estimated hours to accomplish each task and the Work Schedule shall provide estimated dates of completion. The Work Plan and Work Schedule must reflect the total project timeline of 11 months. The Work Plan shall indicate how the supervision and oversight will be conducted for ensuring that the project will remain on schedule and that the distribution of workload is appropriate for activities such as course planning, course development, course delivery, and exam preparation and scoring. See Section I, C, Scope of Work, for details on the tasks required. A sample work schedule format is provided below:

return this attachment with your proposal may cause your proposal to be rejected and deemed non-responsive.

Use the list in Attachment 3 to this RFP, for at least three references illustrating at least three years of work experience related to the goals and objectives outlined in the RFP.

8. Subcontracts/Subcontractors

If subcontractors are to be used, the Proposer must include in the Technical Proposal, a description of each person or firm and the work to be done by each subcontractor. All subcontracts must be approved by the State, and no work shall be subcontracted without the prior written approval of the State.

9. Page Headers and Page Numbering

All pages of the Technical Proposal, including cover pages, Table of Contents, references and resumes, shall have the following header and page numbering format in the upper right-hand corner:

Technical Proposal
RFP No. 11-411
Exhibit A, Attachment 1
Page ## of ##

B. Cost Proposal Requirements

The cost breakdown (Cost Proposal) shall be included in the Technical Proposal. Cost Proposals shall include the following required information: Budget, and Preference Program Documents (See Section I., Socio-Economic and Preference Programs) and at a minimum, all information listed in Cost Detail (below). Sample tables for the cost proposal are provided in the Contractor Cost Sheet, in Exhibit B, Attachment 1, in the Draft Standard Agreement is provided. In Table 1 of the Contractor Cost Sheet, Proposers must indicate the charge for all tasks, including subcontractors, as described in this RFP.

All costs must be provided for each task and deliverable. The proposed costs should be broken down into the outline in the Work Plan and Work Schedule for the purpose of this cost proposal submittal. The Cost Proposal shall itemize all items that will be charged to the State including travel charges that will be involved and included in the bid amount. Costs shall also be outlined by classification, labor rates, hours worked, and one-time costs.

ARB's budget for the proposed contract is limited to \$250,000. Any cost proposals exceeding this amount may be disqualified and ineligible for award. Proposers shall submit a cost proposal for all tasks described in Section I C., Scope of Work:

1. Cost Detail

a) Labor – List total number of hours and hourly billing rate for specific tasks below.

b) Itemized Tasks – Using Exhibit B, Attachment 1 Contractor Cost Sheet, provide one-time costs for specific tasks listed in Section I C., Scope of Work.

Tasks 1 and 3 are one-time costs. ARB approval of the documents prepared to meet the requirements of these tasks indicates completion of the tasks. For these tasks, Proposers must provide an all-inclusive cost for completing each task.

For all tasks, the Contractor shall include items such as subcontractors, labor, travel, reports, and tax if applicable as necessary to perform and complete these tasks.

All tasks shall be payable in arrears for completion of each budgeted task and approval and acceptance of the deliverables.

c) Subcontracts / Subcontractors – If subcontractors are to be used, the Proposer must include in the Technical Proposal, a description of each person or firm and the work to be done by each subcontractor. Please see Attachment 2, Bidder Declaration Form to be completed and signed by all Proposers. All subcontracts must be approved by the State, and no work shall be subcontracted without the prior written approval of the State.

2. Page Headers and Page Numbering

All pages of the Cost Proposal; the Bidder Declaration Form GSPD-05-105 (Attachment 2); and, if applicable, any forms pertaining to socio-economic preferences (small business, DVBE), shall have the following header and page numbering format in the upper right-hand corner:

Cost Proposal
RFP No. 11-411
Exhibit B, Attachment 1
Page # of ##

IV. EVALUATION, SELECTION, AND AWARD

A. Administrative Evaluation

Phase 1: ARB will conduct an administrative evaluation in accordance with the RFP requirements to determine a Proposer's responsiveness and responsibility. Each proposal will be checked for completeness and/or absence of all required information and to ensure that the Proposer meets the minimum

qualifications in conformance with the submission requirements. During evaluation period, if an item is unclear, or needs further clarification, Proposers may be requested to provide additional documentation.

1. Responsive and Responsible Proposer

Proposals and Proposers must meet all of the minimum qualification requirements stated in the RFP. Each proposal will first be reviewed to ensure the following items: proposal is received by date and time specified; proposal contains all the required documents (see Attachment 1, Required Attachment Checklist); and that the proposal meets the format requirements specified. A responsive proposal from a responsible Proposer is one that meets the definitions as stated below.

a) Definition of Responsive/ Compliant Proposal:

A Proposer's solicitation response must be compliant with solicitation requirements without material deviation from the terms and conditions of the proposed contract. This includes but is not limited to, a proposal that complies with all RFP instructions, requirements, and one that submits all required documentation such as but not limited to: drawings, plans, specifications, references as stated in RFP, signed and completed certifications, or other documents requested and/or required within the time and date specified in this RFP.

A proposal that changes the terms and conditions of the RFP or the contract provisions will be considered a counterproposal and will be rejected as non-responsive.

b) Definition of Responsible Bidder / Proposer:

The question of whether a particular Proposer is a responsible Proposer involves an evaluation of the Proposer's experience, facilities, reputation, financial resources, and other factors existing at the time of contract award. If determined to be not a responsible Proposer, your proposal will be rejected.

In determining whether a Proposer is a responsible Proposer, the ARB may require Proposer(s) to submit evidence of their qualifications at such times, and under such conditions, as it may require.

B. Evaluation

Phase 2: ARB will also conduct an evaluation of the Technical Proposal by an evaluation panel consisting of ARB and/or California Environmental Protection Agency employees. If deemed necessary, independent academic, technical or policy experts may be called upon to answer any specific questions regarding

the responses to the RFP. These individuals will not be participants in the scoring process.

1. Rating Criterion Guidelines

The following criteria will be used by reviewers evaluating proposals submitted in response to this RFP. The evaluation team shall determine a consensus score for each item, based on the team's verbal discussion of each proposer's responses. To determine the consensus score, evaluators will meet either in person or by teleconference to discuss in detail the strengths, weaknesses, and ratings of each proposal to determine scores. The evaluation team will carefully review and discuss the completeness of the proposer's response, as well as clarity of documentation presented in the proposals submitted in response to this RFP.

- a) Clarity and Organization of Proposal (5 points). [Section III A, Technical Proposal Requirements]

This criterion will assess whether the proposal is presented in a clear, organized manner that facilitates the evaluation process.

- b) Management Plan (10 points). [Section III A.2. Management Plan]

For this criterion, the reviewers will rate the quality of the Management Plan. Proposers should provide a clear management structure and project organization. Proposers must demonstrate the logic and feasibility of the methodology and proposal. (5 Points). The Proposer should include methods to measure project progress against the plan (5 points)

- c) Technical Approach to the Work (15 points). [Section III A.3. Methodology (Approach to Work)]

For this criterion, the reviewers will rate the quality of the Approach to Work. Proposers should identify specific techniques that will be used, and specific administrative and operational management expertise that will be employed (5 Points). Proposers should indicate how skills developed in previous related work will be applied to the work described in this RFP (10 Points).

- d) Work Plan and Work Schedule (15 points). [Section III A.4. Work Plan and Work Schedule]

For this criterion reviewers will rate the quality and feasibility of the Work Plan and Work Schedule. Proposers should include a Work Plan and Work Schedule in detail, to clearly indicate exactly how the

Proposer will satisfy the requirements of the RFP (5 Points) identifying each major task and necessary subtasks and milestones to complete each task, including estimated hours required to accomplish the task and estimated dates of completion (5 Points). The Proposer must indicate how the supervision and oversight will be conducted for ensuring that the project will remain on schedule and that the distribution of workload is appropriate for activities such as course planning, course development, course delivery, and exam preparation and scoring (5 Points).

e) Experience (25 points). [Section III, A.5. Personnel]

For this criterion, reviewers will rate the Proposer's experience and breadth of knowledge in assessing training needs, designing training, identifying appropriate instructors and delivering training. Proposers should list all training personnel who will be working on the project including qualifications and a summary of similar work or training performed, and a resume for each professional. The Proposer must demonstrate prior related experience and abilities to develop and provide the offset verifier and Offset Project Registry Training outlined in Section I, C, Scope of Work (10 Points). The Proposer must indicate how previous experience will be applied to the development of this project (15 Points). This part of the proposal will be compared against the RFP to ensure that the proposal is completely responsive to all written specifications and requirements contained in this RFP.

f) Cost (30 points).

This criterion allows staff to evaluate and compare the budgets of each proposal relative to those of its competitors. The budgeted amount is the maximum allowable amount by ARB for this contract (Section III, B, 1.). Any proposals submitted that are over the expected expenditure/budgeted amount may be disqualified.

The technically qualified proposal that has the lowest cost will be given a maximum score of 30 for this criterion.

All other technically qualified proposals will be calculated based on the ratio of the lowest cost proposal to the bidder's cost, multiplied by the maximum number of cost points available (30), as shown in the example below:

$$\frac{\text{Lowest Total Cost Bid}}{\text{Bidder Total Cost}} \times \text{Total Cost Points Available}$$

Example: To help illustrate this process, refer to the Cost Evaluation Methodology Example table below for the cost score calculation process. Cost figures in this example explain the cost calculations and have no other significance.

Cost Evaluation Methodology Example

Bidder	Grand Total Cost	Calculation	Cost Points Awarded
A	\$350,000	$\frac{\$300,000}{\$350,000} \times 30$	26
B	\$325,000	$\frac{\$300,000}{\$325,000} \times 30$	28
C	\$300,000	$\frac{\$300,000}{\$300,000} \times 30$	30

Final Scoring Methodology Example

Bidder	Technical Score	Cost Score	Total Points Awarded
A	81	26	107
B	86	28	114
C	92	30	122

In this case, the highest scored proposal from Bidder C would be the intended awardee.

Preferences will be applied as required to eligible proposals. Please see Section I. Socio-Economic and Preference Programs.

NOTE: There will be no individual sheets, no written scores, and no written notes.

The evaluation team will abide by the following Scoring Methodology:

% of Points Awarded	Interpretation	General Basis for Point Assignment
0%	Inadequate	Fails to address the requirement(s) being scored or proposer does not describe any experience related to the requirement(s). The omission(s), flaw(s), or defect(s) are significant and unacceptable.
30%	Barely Adequate	Minimally addresses the requirement(s) being scored, but one or more major considerations of the requirement(s) are not addressed, or addressed in such a limited way that it results in a low degree of confidence in the proposed solution.
70%	Adequate	Proposal response (i.e. content and/or explanation offered) is adequate to meet ARB's needs, requirements or expectations. Any omission(s), flaw(s), or defect(s), are inconsequential and acceptable.
80%	Good	Proposal response fully addresses the requirement(s) being scored. Good degree of confidence in the contractor's response or proposed solution. Minimal weaknesses are acceptable.
90%	Excellent	Proposal response fully meets ARB's needs, requirements or expectations with a high degree of confidence in the contractor's response or proposed solution. Proposer offers one or more enhancing feature, method or approach exceeding basic expectations.
100%	Exceptional	All requirements are addressed with the highest degree of confidence in the contractor's response or proposed solution. The response exceeds the requirements in providing a superior experience, a creative approach, or an exceptional solution.

The Proposal Evaluation criteria listed specifies the total number of points available for each requirement. Using the Scoring Methodology, the evaluation team will determine the percentage of points to be awarded to each requirement, and multiply that percentage by the total number of points available for that requirement to determine the score. Numbers will be rounded up or down to a full digit (e.g., 4.5 will be rounded up to 5, and 4.4 will be rounded down to 4). Note: There will be no individual score sheets and no written notes.

2. Sample Proposal Evaluation Form

Name of Proposer:

MINIMUM QUALIFICATIONS –	Yes	No
At least two (2) completed projects where the Proposer provided training design, development, and delivery in greenhouse gas offset project verification. The Proposer must include a sample of one completed project for ARB review.		
Proven knowledge and three (3) years of experience in effective adult <u>training design</u> methods, tools, and techniques.		
Proven knowledge and three (3) years of experience in effective adult <u>training delivery</u> methods, tools, and techniques.		
Three (3) years proven experience in acquiring or having on staff subject matter professionals for technical training sessions.		
Three (3) years of experience working with at least two potential subject matter professionals to support training for the topic areas of forestry and urban forestry.		
1. CLARITY AND ORGANIZATION OF PROPOSAL		
	Points Available 5	Points Awarded
The proposal is presented in a clear, organized manner that facilitates the evaluation process (5 points).		
2. MANAGEMENT PLAN		
	Points Available 10	Points Awarded
Proposer provides a clear management structure and project organization and demonstrates the logic and feasibility of the methodology and technical proposal (5 points).		
The Proposers spells out sequence and relationships of major steps, and methods for performing the actual work (5 points).		
3. TECHNICAL APPROACH TO THE WORK		
	Points Available 15	Points Awarded
Proposer identifies specific techniques that will be used, and specific administrative and operational management expertise that will be employed (5 Points).		
Proposer indicates how skills developed in previous related work will be applied to the work described in this RFP (10 Points).		

4. WORK PLAN AND WORK SCHEDULE	Points Available 15	Points Awarded
Proposer indicates how it intends to allocate time and resources in such a way that the goals and objectives will satisfy the requirements outlined in the RFP will be met (5 Points).		
Proposer identifies major tasks and milestones to complete each task and dates of completion (5 points).		
Proposer indicates how the supervision and oversight will be conducted for ensuring that the project will remain on schedule and that the distribution of workload is appropriate for activities such as course planning, course development, course delivery, and exam preparation and scoring (5 Points).		
5. EXPERIENCE	Points Available 25	Points Awarded
Proposer demonstrates experience and breadth of knowledge in assessing training needs, designing training, identifying instructors, and delivering training. Proposer demonstrates prior related experience and abilities to develop and provide the offset verifier and Offset Project Registry Training outlined in Section I, C, Scope of Work (10 Points).		
Proposer indicates how previous experience will be applied to the development of this project (15 Points)		
6. COST	Points Available 30	Points Awarded
This criterion allows staff to evaluate and compare the budgets of each proposal relative to those of its competitors. The technically qualified proposal that has the lowest cost will be given a maximum score of 30 for this criterion.		
TOTAL POINTS	Maximum Available 100	SCORE

C. Proposal Rejection

1. Proposals must be submitted for the performance of all the services as described herein. Any deviation from the RFP will not be considered and may cause a proposal to be rejected.
2. Proposals must be complete in all respects as required by the RFP. A proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The State does not accept alternate contract language from a prospective contractor. A proposal with such language will be considered a counter proposal and will be rejected.
3. ARB reserves the right to reject any or all proposals for any reason. The State may reject any or all proposals and may waive any deviation deemed immaterial in a proposal. The State's waiver of an immaterial deviation shall in no way modify the RFP document or excuse the Proposer from full compliance with all requirements if awarded the agreement. All deviations will be examined to determine whether the deviation is immaterial (e.g., errors in mathematical computation or spelling). **A material deviation will cause rejection of the proposal. A proposal must be rejected if any such defect or irregularity constitutes a material deviation from the RFP requirements.** If a deviation is deemed immaterial, then the proposal will be processed as if no deviation has occurred.
4. Proposals that contain false or misleading statements, or which provide references, that do not support an attribute or condition claimed by the proposal, may be rejected. If, in the opinion of the State, such information was intended to mislead the State in its evaluation of the proposal, and the attribute, condition, or capability is a requirement of this RFP, it will be the basis for rejection of the proposal.
5. Proposals received past the due date and time specified in Section II, A., "Key Action Dates" will be deemed non-responsive and rejected. Under no circumstances will any proposals be accepted past the date and time stated in Section II, A. All such proposals received past the date and time will not be accepted, and will be returned, unopened.

D. Selection

1. If no proposals are received containing bids offering a price, which in the opinion of the ARB is a reasonable price, ARB is not required to award an Agreement (Public Contract Code 10344 (d)).
2. The prospective Contractor is advised that should this RFP result in an award of an Agreement, the Agreement will not be in force and no work shall be

performed until the Agreement is fully approved by the State and the Contractor is notified by the Contract Manager to begin work.

3. Contract shall be signed by the selected Proposer and returned within (5) five working days of receipt. If the selected Proposer refuses or fails to execute the contract, the ARB may award the contract to the Proposer with the second highest score.

E. Notice of Proposed Award

Notice of the proposed award shall be posted in a public place in the lobby on the 1st Floor of the Cal/EPA building at 1001 I Street, Sacramento, California, and online at <http://www.bidsync.com> for five (5) working days prior to awarding the Agreement.

Proposers have the right to protest the award of the Air Resources Board Agreements subject to the following grounds, processes and procedures.

Proposers may protest the proposed award by filing a notice of protest with the Air Resources Board and the Department of General Services, Office of Legal Services. The Agreement(s) shall not be awarded until either the protest has been withdrawn or the State has decided the matter.

Protest notices should contain full contact information, including a fax number, and must be filed with both offices listed below:

Air Resources Board Contract Services Section Attention: Manager 1001 I Street, 20 th Floor Sacramento, CA 95814 Phone Number: (916) 322-6712 Fax Number: (916) 327-2940	Department of General Services Office of Legal Services Attention: Protest Coordinator 707 Third Street, 7 th Floor, Suite 7-330 West Sacramento, CA 95605 Phone Number: (916) 376-5080 Fax Number: (916) 376-5088
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Within five (5) calendar days after filing a protest notice, the protesting Proposer shall file with the Department of General Services, Office of Legal Services and the Air Resources Board a detailed written statement specifying the grounds for the protest.

F. Standard Conditions of Service

1. Service shall be available no sooner than the express date set by the Air Resources Board and the Contractor, after all approvals have been obtained and the Agreement is fully executed. Should the Contractor fail to commence

work at the agreed upon time, the Air Resources Board, upon five (5) days written notice to the Contractor, reserves the right to terminate the Agreement. In addition, the Contractor shall be liable to the State for the difference between Contractor's Proposal price and the actual cost of performing work by the second responsive and responsible Proposer or by another Contractor.

2. All performance under the Agreement shall be completed on or before the termination date of the Agreement.
3. The State does not accept alternate Agreement language from a prospective contractor. A proposal with such language will be considered a counter proposal and will be rejected. **The State's General Terms and Conditions (GTC) are not negotiable.** The General Terms and Conditions GTC-610 may be viewed at Internet site:
<http://www.dgs.ca.gov/Default.aspx?alias=www.dgs.ca.gov/ols>.
4. The selected Proposer cannot subcontract out services without prior approval from ARB's contract coordinator as listed in the RFP or Standard Agreement Contract (STD 213).
5. No oral understanding or agreement shall be binding on either party.

G. Post Award Requirements

1. Prior to execution of the contract and at ARB's sole discretion, the selected Proposer must comply with the following in a manner acceptable to ARB:
 - a. Proposer will allow designated ARB staff within 10 working days of award of the contract, to perform a site visit to ensure that all security provisions as specified in Attachment 9, Exhibit E, and facility requirements as outlined in Attachment 9, Sample Agreement, are met or exceeded prior to execution of the contract.
 - b. Within 10 working days of award of the contract, Proposer must supply ARB with all required documents, including, but not limited to insurance certificates, as specified in Attachment 9, Exhibit D, section 7, to be reviewed and approved by DGS.
 - c. Contract shall be signed by the Contractor and returned within 10 working days of receipt. If the Contractor refuses or fails to execute the contract, then ARB may award the contract to the next ranking proposer.
2. Failure to comply with any post-award requirements may result in cancellation of the award. In that event, ARB reserves the right to award the contract to the next ranking bidder.

3. The selected Proposer must complete and submit to the Air Resources Board the Payee Data Record (Attachment 8, STD 204) to determine if the selected Proposer is subject to state income tax withholding pursuant to California Revenue and Taxation Code Sections 18662. This form can be found on the Internet at www.osp.dgs.ca.gov under the heading FORMS > FORMS MANAGEMENT CENTER. No payment shall be made unless a completed STD 204 has been returned to the Department.

4. The selected Proposer must sign and submit to the Air Resources Board, page one (1) of Attachment 7, the Contractor Certification Clauses (CCC-307), or the form can be obtained via the Internet at:
<http://www.dgs.ca.gov/Default.aspx?alias=www.dgs.ca.gov/ols>.

ATTACHMENT 1
REQUIRED ATTACHMENT CHECK LIST
For RFP # 11-411

Proposer's Name: _____

A complete proposal package will consist of all the items listed in the RFP, as well as those items identified below. **Be sure that your proposal includes all required documents as stated in this RFP, not just those listed in this checklist.** Please refer to Section IV, A., 1, regarding "Responsive/Compliant Proposal" and "Responsible Bidder/Proposer."

<u>Attachment</u>	<u>Attachment Name/Description</u>
_____ Attachment 1	Required Attachment Check List (include this list with your proposal package)
_____ Exhibit B Attachment 1	Contractor Cost Sheet Proposers must indicate the charge for all tasks, including subcontractors, as described in this RFP.
_____ Attachment 2	Bidder Declaration GSPD-05-105 (original plus 5 copies)
_____ Attachment 3	Proposer References See Attachment 3 to this RFP for Proposer Reference Form
_____ Attachment 4	Certification of Compliance with the Darfur Contracting Act (Your proposal will be disqualified unless you include this form (See Attachment 4 to the RFP) with either paragraph # 1 OR # 2 initialed or paragraph # 3 initialed and certified.)
_____ Attachment 5	Draft Standard Agreement (does not need to be returned with proposal)
_____ Attachment 6	CA DVBE Bid Incentive Instructions (does not need to be returned with proposal)

Only the successful proposer will need to return the following documents, and only after award. They are included for reference only.

- | | | |
|-------|---------------------------|--|
| _____ | Attachment 7 | Contractor Certification Clauses (CCC)
Contractor must sign and submit to the awarding agency, page one (1) of this form. |
| _____ | Attachment 8 | Payee Data Record (STD 204)
Contractor must complete and submit to the awarding agency to determine if the Contractor is subject to state income tax withholding pursuant to California Revenue and Taxation Code Sections 18662 and 26131. No payment shall be made unless a completed STD 204 has been returned to the awarding agency. |
| _____ | Exhibit E
Attachment 1 | Conflict of Interest and Confidentiality Statement |

ATTACHMENT 2 ~ Bidder Declaration (2 pages)

State of California—Department of General Services, Procurement Division

Solicitation Number 11-411

GSPD-05-105 (REV 8/09)

BIDDER DECLARATION

1. Prime bidder information (**Review attached Bidder Declaration Instructions prior to completion of this form**):

a. Identify current California certification(s) (**MB, SB, NVSA, DVBE**): _____ or None _____

b. Will subcontractors be used for this contract? **Yes** ___ **No** ___ (If yes, indicate the distinct element of work your firm will perform in this contract e.g., list the proposed products produced by your firm, state if your firm owns the transportation vehicles that will deliver the products to the State, identify which solicited services your firm will perform, etc.). Use additional sheets, as necessary.

c. If you are a California certified DVBE: (1) Are you a broker or agent? **Yes** ___ **No** ___
 (2) If the contract includes equipment rental, does your company own at least 51% of the equipment provided in this contract (quantity and value)? **Yes** ___ **No** ___ **N/A** ___

2. If no subcontractors will be used, skip to certification below. Otherwise, list all subcontractors for this contract. (Attach additional pages if necessary):

Subcontractor Name, Contact Person, Phone Number & Fax Number	Subcontractor Address & Email Address	CA Certification (MB, SB, NVSA, DVBE or None)	Work performed or goods provided for this contract	Corresponding % of bid price	Good Standing?	51% Rental?

CERTIFICATION: By signing the bid response, I certify under penalty of perjury that the information provided is true and correct.

BIDDER DECLARATION Instructions

All prime bidders (the firm submitting the bid) must complete the Bidder Declaration.

1.a. Identify all current certifications issued by the State of California. If the prime bidder has no California certification(s), check the line labeled “None” and proceed to Item #2. If the prime bidder possesses one or more of the following certifications, enter the applicable certification(s) on the line:

- Microbusiness (MB)
- Small Business (SB)
- Nonprofit Veteran Service Agency (NVSA)
- Disabled Veteran Business Enterprise (DVBE)

1.b. Mark either “Yes” or “No” to identify whether subcontractors will be used for the contract. If the response is “No”, proceed to Item #1.c. If “Yes”, enter on the line the distinct element of work contained in the contract to be performed or the goods to be provided by the prime bidder. Do not include goods or services to be provided by subcontractors. Bidders certified as MB, SB, NVSA, and/or DVBE must provide a commercially useful function as defined in Military and Veterans Code Section 999 for DVBEs and Government Code Section 14837(d)(4)(A) for small/microbusinesses.

Bids must propose that certified bidders provide a commercially useful function for the resulting contract or the bid will be deemed non-responsive and rejected by the State. For questions regarding the solicitation, contact the procurement official identified in the solicitation.

Note: A subcontractor is any person, firm, corporation, or organization contracting to perform part of the prime’s contract.

1.c. This item is only to be completed by the businesses certified by California as a DVBE.

(1) Declare whether the prime bidder is a broker or agent by marking either “Yes” or “No.” The Military and Veterans Code Section 999.2(b) defines “broker” or “agent” as a certified DVBE contractor or subcontractor that does not have title, possession, control, and risk of loss of materials, supplies, services, or equipment provided to an awarding department, unless one or more of the disabled veteran owners has at least 51-percent ownership of the quantity and value of the materials, supplies, services, and of each piece of equipment provided under the contract.

(2) If bidding rental equipment, mark either “Yes” or “No” to identify if the prime bidder owns at least 51% of the equipment provided (quantity and value). If **not** bidding rental equipment, mark “N/A” for “not applicable.”

2. If no subcontractors are proposed, do not complete the table. Read the certification at the bottom of the form and complete “Page ___ of ___” on the form. If subcontractors will be used, complete the table listing all subcontractors. If necessary, attach additional pages and complete the “Page ___ of ___” accordingly.

2. (continued) Column Labels

Subcontractor Name, Contact Person, Phone Number & Fax Number—List each element for all subcontractors.

Subcontractor Address & Email Address—Enter the address and if available, an Email address.

CA Certification (MB, SB, NVSA, DVBE or None)—If the subcontractor possesses a current State of California certification(s), verify on the OSDC website (www.eprocure.pd.dgs.ca.gov).

Work performed or goods provided for this contract—Identify the distinct element of work contained in the contract to be performed or the goods to be provided by each subcontractor. Certified subcontractors must provide a commercially useful function for the contract. (See paragraph 1.b above for code citations regarding the definition of commercially useful function.) If a certified subcontractor is further subcontract-in a greater portion of the work or goods provided for the resulting contract than would be expected by normal industry practices, attach a separate sheet of paper explaining the situation.

Corresponding % of bid price—Enter the corresponding percentage of the total bid price for the goods and/or services to be provided by each subcontractor. Do not enter a dollar amount.

Good Standing?—Provide a response for each subcontractor listed. Enter either “Yes” or “No” to indicate that the prime bidder has verified that the subcontractor(s) is in good standing for all of the following:

- Possesses valid license(s) for any license(s) or permits required by the solicitation or by law
- If a corporation, the company is qualified to do business in California and designated by the State of California Secretary of State to be in good standing.
- Possesses valid State of California certification(s) if claiming MB, SB, NVSA, and/or DVBE status

51% Rental?—This pertains to the applicability of rental equipment. Based on the following parameters, enter either “N/A” (not applicable), “Yes” or “No” for each subcontractor listed.

Enter “N/A” if the:

- Subcontractor is NOT a DVBE (regardless of whether or not rental equipment is provided by the subcontractor) or
- Subcontractor is NOT providing rental equipment (regardless of whether or not subcontractor is a DVBE)

Enter “**Yes**” if the subcontractor is a California certified DVBE providing rental equipment and the subcontractor owns at least 51% of the rental equipment (quantity and value) it will be providing for the contract.

Enter “**No**” if the subcontractor is a California certified DVBE providing rental equipment but the sub-contractor does NOT own at least 51% of the rental equipment (quantity and value) it will be providing.

Read the certification at the bottom of the page and complete the “Page ___ of ___” accordingly.

ATTACHMENT 3
PROPOSER REFERENCES FORM

Submission of this attachment is *mandatory*. Failure to complete and return this attachment with your proposal may cause your proposal to be rejected and deemed non-responsive.

Complete the below table listing information for three references illustrating at least three years of work experience related to the goals and objectives outlined in the RFP.

REFERENCE 1			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person	Telephone Number		
Dates of Service	Value or Cost of Service		
Brief Description of Service Provided			

REFERENCE 2			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person	Telephone Number		
Dates of Service	Value or Cost of Service		
Brief Description of Service Provided			

REFERENCE 3			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person	Telephone Number		
Dates of Service	Value or Cost of Service		
Brief Description of Service Provided			

ATTACHMENT 4
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.

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>	

ATTACHMENT 5 DRAFT STANDARD AGREEMENT (Std 213)

STATE OF CALIFORNIA

STANDARD AGREEMENT

STD 213 (Rev 06/03)

AGREEMENT NUMBER 11-411
REGISTRATION NUMBER

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

STATE AGENCY'S NAME

Air Resources Board (ARB)

CONTRACTOR'S NAME

(Contractor)

2. The term of this Agreement is: Upon DGS approval through 11 months.

3. The maximum amount 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	X pages
Exhibit A, Attachment I, Proposal	X pages
Exhibit B – Budget Detail and Payment Provisions	X pages
Exhibit B, Attachment 1, Contractor Cost Sheet	X pages
Exhibit C* – General Terms and Conditions (GTC-610)	On-line
Exhibit D – Special Terms and Conditions	X pages
Exhibit E – Additional Provisions	X pages
Exhibit E, Attachment 1, Conflict of Interest and Confidentiality Statement	X pages

Items shown with an Asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto.*

These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

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

CONTRACTOR		California Department of General Services Use Only
CONTRACTOR'S NAME <i>(if other than an individual, state whether a corporation, partnership,</i>		
BY <i>(Authorized Signature)</i>	DATE SIGNED <i>(Do not type)</i>	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
STATE OF CALIFORNIA		
AGENCY NAME		
Air Resources Board		
BY <i>(Authorized Signature)</i>	DATE SIGNED <i>(Do not type)</i>	
PRINTED NAME AND TITLE OF PERSON SIGNING		<input type="checkbox"/>
1001 I Street, 20 th Floor, Sacramento, CA 95814		

EXHIBIT A **SCOPE OF WORK**

I. BACKGROUND

ARB is charged with designing emission reduction measures to meet statewide emission limits for greenhouse gases (GHG). Chapter 488, Statutes of 2006 (Assembly Bill 32 or AB 32) directed ARB to design measures that achieve real, quantifiable, cost-effective reductions of GHG emissions and return California to 1990 levels by the year 2020. To achieve this emissions target, ARB was authorized in AB 32 to consider provisions for using market-based compliance mechanisms, such as a Cap-and-Trade Program. ARB adopted a Cap-and-Trade Regulation in October 2011 and it became effective January 1, 2012. The compliance offset system is a key cost-containment measure in the Cap-and-Trade Program.

The Cap-and-Trade Regulation includes provisions to ensure all offset credits used for compliance purposes are real, additional, permanent, quantifiable, verifiable, and enforceable. AB 32 requires that each of these criteria be met for all reductions issued ARB offset credits and used for compliance. Ensuring the environmental integrity of the offsets program is critical to guaranteeing the credibility of the entire Cap-and-Trade Program, achieving the environmental objectives of real emissions reductions, and preserving the value of offset credits to project developers, offset buyers, and all market participants. To ensure offset quality, the proposed regulation includes rigorous and transparent quantification methodologies, training and oversight of ARB-accredited independent third-party verifiers, and a registration and tracking system.

Under the Cap-and-Trade Program, ARB will allow a limited amount of offset credits, which represent GHG emission reductions achieved by non-capped sources through the implementation of individual emission reduction projects, to be used for compliance. The offset program is designed to increase compliance flexibility and contain costs associated with the Cap-and-Trade Program.

Offset verification is an essential component of the Cap-and-Trade Regulation because the verification of offsets is explicitly mandated in AB 32, and helps ensure the credibility of offsets. Verification is addressed in international guidance provided by the International Organization of Standards (ISO), and is required by regulatory offset programs such as the Clean Development Mechanism, Regional Greenhouse Gas Initiative, and Western Climate Initiative.

The offset verification procedures in the Cap-and-Trade Regulation are designed to reduce subjectivity and uncertainty. These procedures help ensure the rigor and validity of offset credits. The offsets verification program requires that verifiers demonstrate competence in each specific project type, employ conflict of interest assessments and mitigation, and includes random verifier audits and strict performance evaluations to ensure that offset verification activities are conducted

accurately, consistently, and in accordance with the regulation. These various requirements aim to ensure quality and rigor in the conduct of verification activities and the verifiers.

Although ARB is responsible for issuing offset credits and ensuring that each offset meets the requirements of the regulation, ARB will leverage some of the administrative capacity of voluntary registries to help administer parts of the offset program. Once approved these Offset Project Registries are subject to ARB oversight and only facilitate the coordination of offset project related information on behalf of ARB. An Offset Project Registry may only be approved if it meets specific criteria in the Cap-and-Trade Regulation. This includes a requirement for their staff to undergo training and pass an exam demonstrating they understand ARB Compliance Offset Protocols and the compliance offset program.

II. SCOPE OF WORK

The objective of this offset verifier and Offset Project Registry training development is to ensure ARB has a sufficient number of accredited verifiers to conduct offset verification services and ensure program knowledge in the Offset Project Registries. The Contractor shall develop and administer a training curriculum consistent with the Cap-and-Trade Regulation and Compliance Offset Protocols, as detailed in Tasks 1- 4 of this Scope of Work (SOW).

- Task 1: Develop an offset verifier training curriculum and examinations that are consistent with the requirements set forth in the Cap-and-Trade Regulation and Compliance Offset Protocols.
- Task 2: Deliver the offset verifier training and conduct examinations for potential offset verifiers. The curriculum developed in Task 1 shall be used to train potential ARB-accredited offset verifiers performing verification of Offset Project Data Reports from offset projects. The training curriculum shall also be delivered to ARB staff with joint copyrights of the training material between the Contractor and ARB. ARB will not be paying for this task.
- Task 3: Develop an Offset Project Registry training curriculum and examinations that are consistent with the requirements set forth in the Cap-and-Trade Regulation and Compliance Offset Protocols.
- Task 4: Deliver the Offset Project Registry training and conduct examinations for potential Offset Project Registries. The curriculum developed in Task 3 shall be used to train potential Offset Project Registries performing registry services. The training curriculum shall also be delivered to ARB staff with joint copyrights of the training material between the Contractor and ARB. ARB will not be paying for this task.

The Contractor and Contractor's agents, representatives, and subcontractors must remain free of conflicts of interest between the services required under this Agreement and services provided by the Contractor to other clients or the Contractor's other business operations (see Exhibit E, Additional Provisions and Attachment 7, Contractor Certification Clauses).

Contractor shall provide services in accordance with this Scope of Work and in accordance with Contractor's Proposal marked, "Exhibit A, Attachment I," which is attached hereto and made a part of this Agreement.

The Scope of Work is detailed below:

Task 1: Develop an offset verifier training curriculum and examinations.

The Contractor shall develop, in collaboration with ARB staff, a training program and examination materials which provide potential ARB offset verifiers the skills necessary to provide third-party verification as required by the Cap-and-Trade Regulation. The specific courses that are required for offset verifier training are described below:

Course 1: General Verification

Goal: To understand the general concepts of verification with a focus on offset verification. To develop the skills that are necessary to conduct robust verification to ensure a reasonable level of assurance in the reported baseline and project implementation reductions or sequestered carbon, and to pass a general verification examination.

Content: This course provides an overview of the steps needed to conduct an effective verification. This includes assessing the quality and robustness of accounting, assessing monitoring and reporting systems, validating Offset Project Data Reports, and assessing compliance with the ARB offset verification requirements.

Course 2: ARB Offset Verification Requirements

Goal: To understand the general structure of the offset verification requirements in ARB's Cap-and-Trade Regulation, and to pass an examination.

Content: This course provides potential offset verifiers with an overview of ARB's Cap-and-Trade Regulation as it pertains to offset verification. The course provides a detailed description of the offset verification process and the role of offset verifiers, Offset Project Registries, and ARB. The expectations for each offset verifier, as they pertain to the regulatory requirements (e.g. sampling plan, verification report, issues log, etc.), are outlined.

Course 3: Compliance Offset Protocol, U.S. Forest Projects Verification Requirements

Goal: To understand the verification and reporting requirements for offset projects using Compliance Offset Protocol U.S. Forest Projects, and to pass an examination.

Content: This course provides details on the requirements for verifying the quantification and data related to determining emission reductions achieved from offset projects using Compliance Offset Protocol U.S. Forest Projects.

Course 4: Compliance Offset Protocol, Urban Forest Projects Verification Requirements

Goal: To understand the verification and reporting requirements for offset projects using Compliance Offset Protocol Urban Forest Projects, and to pass an examination.

Content: This course provides details on the requirements for verifying the quantification and data related to determining emission reductions achieved from offset projects using Compliance Offset Protocol Urban Forest Projects.

Course 5: Compliance Offset Protocol, Livestock Projects Verification Requirements

Goal: To understand the verification and reporting requirements for offset projects using Compliance Offset Protocol Livestock Projects, and to pass an examination.

Content: This course provides details on the requirements for verifying the quantification and data related to determining emission reductions achieved from offset projects using Compliance Offset Protocol Livestock Projects.

Course 6: Compliance Offset Protocol, Ozone Depleting Substances Projects Verification Requirements

Goal: To understand the verification and reporting requirements for offset projects using Compliance Offset Protocol Ozone Depleting Substances Projects, and to pass an examination.

Content: This course provides details on the requirements for verifying the quantification and data related to determining emission reductions achieved from offset projects using Compliance Offset Protocol Ozone Depleting Substances Projects.

The Contractor is directly responsible for the development of the above courses and examinations and the delivery of these courses and examinations within the allocated timeframe. During the curriculum development, the Contractor shall do the following:

- Work with ARB staff to determine an ideal training design for each course.
 - Consult with ARB staff during the development of the curriculum and re-configure the curriculum as appropriate.
 - Identify and raise issues directly with ARB staff to ensure the accuracy of the training courses. The Contractor shall report bi-weekly to ARB on the current status of the project to ensure all tasks are being tracked properly.

Task 2: Deliver the offset verifier training and conduct examinations for potential offset verifiers.

The Contractor shall deliver the training and conduct examinations for potential offset verifiers. The curriculum developed in Task 1 shall be used to train offset verifiers who will be performing verification of Offset Project Data Reports from Offset Project Operators. The training curriculum shall also be delivered to ARB staff.

The Contractor is directly responsible for the delivery of the training curriculum within the allocated timeframe. The Contractor can design the courses to be presented in-person, through an online platform, or a combination of both. The Contractor, in collaboration with ARB, shall determine and specify the length of time needed for each training session. If an online platform is used to deliver the training, the Contractor must ensure that the verifiers are actively participating during the course. If the training is to be delivered in-person, the Contractor shall procure the training venue and address all other related logistics.

- The Contractor shall deliver training to potential offset verifiers before December 1, 2012.
- The Contractor shall deliver the training to ARB staff for no charge.
- The Contractor may charge a delivery fee for all other verifiers who need to take the course. This fee must be set in collaboration with ARB staff.
- Each course shall be delivered a minimum of three times prior to December 1, 2012.
- The exams from each course shall be independently graded by a minimum of two Contractor staff and returned to ARB no later than 15 business days from the exam date.
- The course work shall be developed to allow the offset verifiers the opportunity to understand the offset verification and protocol-specific requirements, explore offset verification and protocol-specific issues and practice the skills of offset verification through an assortment of the following activities:
 - Class lectures, collaborative activities/small group activities and tasks, if applicable.
 - Relevant California scenarios and problem solving.
 - Content-specific California relevant verification materials.

The Contractor shall provide the verifiers an evaluation form to assess the training experience and copies or originals of the completed evaluation forms will be provided to ARB.

Course Schedule

The delivery of the Task 1 training sessions shall occur starting in April, 2012. The Contractor, in collaboration with ARB, may propose a schedule that delivers all six courses in a single training session, with multiple training sessions offered over several months.

Subtask	Timeframe 2012
Sub task 1: Develop Curriculum	February 2012-April 2012
Sub task 2: Enroll Verifiers	April – October 2012
Sub task 3: Deliver training to verifiers	April –December 2012

Task 3: Develop an Offset Project Registry training curriculum and examinations.

The Contractor shall develop, in collaboration with ARB staff, a training program and examination materials that provide potential ARB Offset Project Registries the skills necessary to administer those functions as required by the Cap-and-Trade Regulation. The specific courses that are required for Offset Project Registry training are described below:

Courses 1-6 Developed Under Task 1

Goal: Offset Project Registries must complete training courses 1-6 developed under Task 1. Offset Project Registries must understand the concepts related to general offset verification, ARB specific offset verification requirements, and Compliance Offset Protocols.

Content: These courses provide the necessary knowledge of ARB's offset verification program and Compliance Offset Protocols that is needed to oversee effective reporting, monitoring, and verification activities conducted by Offset Project Operators and offset verifiers.

Course 7: Registry Services

Goal: To understand the requirements for providing registry services and pass an examination.

Content: This course provides details on the requirements for conducting registry services.

Task 4: Deliver the Offset Project Registry training and conduct examinations for potential Offset Project Registries.

The Contractor shall deliver the training and conduct examinations for potential Offset Project Registries. The curriculum developed in Task 1 and Task 3 shall be used to train Offset Project Registries providing registry services according to the Cap-and-Trade Regulation. Offset Project Registries must complete all seven training courses to understand general offset verification requirements, ARB specific offset verification requirements, the requirements associated with the Compliance Offset Protocols, and the requirements for registry services. The training curriculum shall also be delivered to ARB staff.

The Contractor is directly responsible for the delivery of the training curriculum within the allocated timeframe. The Contractor can design the courses to be presented in-person, through an online platform, or a combination of both. The Contractor, in collaboration

with ARB, shall determine and specify the length of time needed for each training session. If an online platform is used to deliver the training, the Contractor must ensure that the Offset Project Registry staff is actively participating during the course. If the training is to be delivered in-person, the Contractor shall procure the training venue and address all other related logistics.

- The Contractor shall deliver training to potential Offset Project Registries before December 1, 2012.
- The Contractor shall deliver the training to ARB staff for no charge.
- The Contractor may charge a delivery fee for all other Offset Project Registries who need to take the course. This fee shall be set with collaboration with ARB staff.
- The exams from each course shall be independently graded by a minimum of two Contractor staff and returned to ARB no later than 15 business days from the exam date.
- The course work shall be developed to allow Offset Project Registries the opportunity to understand the offset verification, protocol, and registry services requirements, explore verification, protocol, and registry services issues and practice the skills through an assortment of the following activities:
 - Class lectures, collaborative activities/small group activities and tasks, if applicable.
 - Relevant California scenarios and problem solving.
 - Content-specific California relevant verification materials.
 - Requirements for registry services.
 - Registry role in the compliance offset program.

The Contractor shall provide Offset Project Registries an evaluation form to assess the training experience and copies or originals of the completed evaluation forms will be provided to ARB.

Course Schedule

The delivery of the Task 1 training sessions shall occur starting in April, 2012. The Contractor, in collaboration with ARB, may propose a schedule that delivers all seven courses in a single training session, with the multiple training sessions offered over several months.

Subtask	Timeframe 2012
Sub task 1: Develop Curriculum	February – April 2012
Sub task 2: Enroll Offset Project Registries	April – October 2012
Sub task 3: Deliver training to Offset Project Registries	April – December 2012

III. The project representatives during the term of this agreement will be:

State Agency: Air Resources Board	Contractor:
Section/Unit:	Section/Unit:
Name:	Name:
Phone:	Phone:
Fax:	Fax:
Email:	Email:

Direct all administrative inquiries to:

State Agency: Air Resources Board	Contractor:
Section/Unit: Contract Services Section	Section/Unit:
Attention: Sue Bayoneta	Attention:
Phone: 916/ 322-2208	Phone:
Fax: 916/ 327-2940	Fax:
Email: sbayonet@arb.ca.gov	Email:

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

A. For services satisfactorily rendered, and upon receipt and approval of the invoice for completed tasks below, the State agrees to compensate the Contractor in accordance with the rates specified herein, and in accordance with Exhibit B, Attachment 1, Contractor Cost Sheet, which is attached hereto and made a part of this Agreement.

1. Tasks 1 and 3 are one-time costs. ARB approval of the documents prepared to meet the requirements of these tasks indicates completion of the tasks. For these tasks, the Contractor must provide an all-inclusive cost for completing each task. Tasks shall be payable in arrears when ARB approves all deliverables for the tasks.

2. For all tasks, the Contractor shall include items such as subcontractors, labor, travel, tax, and reports, as necessary to perform and complete these tasks.

3. All tasks shall be payable in arrears for completion of each budgeted task and approval and acceptance of the deliverables.

B. Invoices shall include the Agreement Number and shall be submitted in **duplicate (1 original and 1 copy)** and no more frequently than quarterly in arrears.

Each item in the invoice must correspond to one of the numbered items in the Exhibit B, Attachment 1, Contractor Cost Sheet. Invoices shall be submitted to following address:

Air Resources Board
Attn: Accounting Section
P.O. Box 1436
Sacramento, CA 95812-1436

2. Budget Contingency Clause

A. 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 Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

- B. 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 Contractor to reflect the reduced amount.

3. Prompt Payment Clause

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

**EXHIBIT B
ATTACHMENT 1 (MANDATORY SUBMITTAL)
CONTRACTOR COST SHEET**

**Table 1
Total Cost Offer**

One-Time Costs for Training Development		
Description of Services		Total Cost for each Task
Task 1 – Develop Offset Verifier Training Curriculum and Examinations		
Task 3 – Develop Offset Project Registry Training Curriculum and Examinations		
TOTAL COST OFFER		\$

NOTE: All costs must include labor, travel, subcontractors, materials, reports, and tax, if applicable, for each task listed above.

EXHIBIT C
GENERAL TERMS AND CONDITIONS (GTC-610)

PLEASE NOTE: This page will not be included with the final contract. The General Terms and Conditions will be included in the contract by reference to Internet site <http://www.dgs.ca.gov/Default.aspx?alias=www.dgs.ca.gov/ols>.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. Excise Tax

The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

2. Settlement of Disputes

- A. In the event of a dispute, Contractor shall file a "Notice of Dispute" with ARB within ten (10) days of discovery of the problem. Within ten (10) days, the ARB shall meet with the Contractor and Project Representative for purposes of resolving the dispute.
- B. Any dispute concerning a question of fact arising under the terms of this Agreement which is not disposed of within a reasonable period of time by Contractor and State employees normally responsible for the administration of this Agreement shall be brought to the attention of the Executive Officer or designated representative of each organization for resolution. The decision of the State Executive Officer or designated representative shall be final.
- C. In the event of a dispute, the language contained within this Agreement shall prevail over any other language including that of the proposal.
- D. The existence of a dispute not fully resolved shall not delay Contractor to continue with the responsibilities under this Agreement which is not affected by the dispute.

3. Potential Subcontractors

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors 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 subcontractor.

Contractor shall not subcontract any services under this Agreement without prior approval of the State.

4. Stop Work Order

State reserves the right to issue an order to stop work in the event that a dispute should arise, or in the event that State gives Contractor a notice that the Agreement will be terminated. The stop-work order will be in effect until the dispute has been resolved or the Agreement has been terminated.

5. Termination

- A. In addition to the rights under Exhibit C of the Standard Agreement, State reserves the right to terminate this Agreement at its sole discretion at any time upon thirty (30) days prior written notice to Contractor.
- B. In the case of early termination, Contractor shall submit an invoice in triplicate and a report in triplicate covering services to termination date, following the invoice and progress report requirements of this Agreement. A copy and description of any data collected up to termination date shall also be provided to State.
- C. Upon receipt of the invoice, progress report, and data, a final payment will be made to Contractor. This payment shall be for all State-approved, actually-incurred costs that in the opinion of State are justified, and shall include labor, and materials purchased or utilized (including all non-cancellable commitments) to termination date, and pro rata indirect costs as specified in the proposal budget.

6. Amendments

ARB if appropriate reserves the right to amend this agreement for additional time and/or additional funding.

7. Insurance

A. Commercial General Liability Insurance

Contractor shall maintain general liability with limits of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury and property damage liability combined. The policy shall include coverage for liabilities arising

out of premises, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the contractor's limit of liability.

B. Workers' Compensation/Employer's Liability Insurance

Contractor shall maintain statutory workers' compensation and employer's liability coverage for all its employees who will be engaged in the performance of the contract, including special coverage extensions where applicable. Employer's liability limits of \$1,000,000 shall be required. A certificate of insurance shall be provided for this insurance.

8. Force Majeure

Except for defaults of subcontractors, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts shall include but shall not be limited to acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight embargo, public regulated utility, or governmental statutes or regulations superimposed after the fact. If a delay or failure in performance by the contractor arises out of a default of its subcontractor, and if such default of its subcontractor, arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required performance schedule.

EXHIBIT E
ADDITIONAL PROVISIONS

1. DVBE Audit

Contractor agrees that the State or its delegate will have the right to review, obtain, and copy all records pertaining to Contractor's compliance with the Disabled Veteran Business Enterprise (DVBE) requirements as contained in Public Contract Code sections 10115 et. seq. Contractor agrees to provide State or its delegate with any relevant information requested and shall permit State or its delegate access to its premises, upon reasonable notice, during normal business hours for the purposes of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with the DVBE requirements. Contractor further agrees to maintain such records for a period of three years after final payment under this Agreement.

2. Computer Software

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.

3. Priority Hiring Considerations

Contractor shall give priority consideration in filling vacancies in positions funded by this Agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200.

4. Forced, Convict, and Indentured Labor

No foreign-made equipment, materials, or supplies furnished to State pursuant to this Agreement may be produced in whole or in part by forced labor, convict labor, or indentured labor. By submitting a proposal to State, Contractor agrees to comply with this provision of the Agreement.

5. Sole Proprietor

If signing this Agreement as a sole proprietor, Contractor certifies they are not an alien that is ineligible for state and local benefits, as defined in Subtitle B of the Personal Responsibility and Work Opportunity Act (8 USC 1601, et. seq.)

6. Copyrightable Materials

- A. ARB shall have joint copyright of all material produced for the purposes of this project with the Contractor and his or her subcontractors to use said copyrightable materials.
- B. Contractor and his or her subcontractors agree to cooperate with and assist ARB to apply for and to execute any applications and/or assignments reasonably necessary to obtain any patent, copyright, trademark, or other statutory protection for all copyrightable materials.
- C. Contractor and his or her subcontractors shall not disclose any joint copyrightable materials, any of the deliverables thereof, or any portion thereof, to any other organization or person without the written consent of ARB.
- D. Contractor and his or her subcontractors may use the copyrightable materials, any of the deliverables thereof, and any portion thereof, in any other work performed by this Agreement subject to any license granted with the written consent of ARB.
- E. Contractor's obligations under this provision shall survive the expiration or termination of this Agreement.

8. Recycling

- A. Contractor agrees to use janitorial supplies (if necessary and when required) containing recycled paper products only.
- B. Contractor agrees to use recycled paper only, unless the proposed printing job cannot be done on recycled paper.
- C. Contractor agrees to use recycled solvents.

9. Confidentiality

It is expressly understood and agreed that information Contractor receives from State or from a third party in performing its obligations under this Agreement may be deemed confidential by State. Therefore, Contractor agrees to:

- A. Observe complete confidentiality with respect to such information, including without limitation, agreeing not to disclose or otherwise permit access to such information by any person or entity in any manner whatsoever.
- B. Ensure that Contractor's employees, agents, representatives, and independent contractors are informed of the confidential nature of such information and

ensure by agreement or otherwise that they are prohibited from copying or revealing, for any purpose whatsoever, the contents of such information or any part thereof, or from taking any action otherwise prohibited under this section.

- C. Not use such information or any part thereof in the performance of services to others or for the benefit of others in any form whatsoever whether gratuitously or for valuable consideration, except as permitted under this Agreement.
- D. Notify State promptly and in writing of the circumstances surrounding any possession, use or knowledge of such information or any part thereof by any person other than those authorized by this paragraph.
- E. Adhere to all required ARB confidentiality and disclosure policies. All staff resources submitted by the Contractor are required to provide all requested background information.
- F. Treat all information, deliverables, and work products as confidential. All information, deliverables, and work products must remain on-site at ARB and cannot be disclosed in any form to any third party without ARB's written consent except when required by law, legal process or applicable professional standards. Contractor is authorized to maintain a copy of all information necessary to comply with its contractual obligations and applicable professional standards.
- G. Not use, without ARB written approval, any ARB materials for any purpose other than performing the contracted services.
- H. Not remove any ARB equipment and/or data on any activities outside ARB's secured environment without advance written approval from the ARB Project Manager.

10. Conflict of Interest

- A. The Contractor must ensure that no conflicts of interest exist between the services required under this Agreement and services provided by the Contractor to other clients or the Contractor's other business operations.
- B. The Contractor must not have any financial interests in the outcome of any services it provides as a service provider under this contract except for fees it collects for the delivery of training under this Agreement.
- C. The Contractor must have in place formal policies and procedures to identify and mitigate conflict of interests.
- D. The Contractor must not subsequently apply to be a third-party verifier or verification body approved to provide services under the Cap-and-Trade

Regulation and the Mandatory Reporting Regulation (MRR) and may not apply to be a third-party Offset Project Registry or Offset Project Operator. The Contractor also may not be a covered entity under the Cap-and-Trade Program.

- E. The Contractor must not have any financial interest in compliance instruments issued or accepted by ARB pursuant to the Cap-and-Trade Regulation.
- F. The Contractor must ensure that its employees and subcontractors meet and comply with requirements described in 4.A through 4.E above.
- G. Notwithstanding the foregoing, ARB reserves the right to determine, at its sole discretion, whether information received from any source indicates the existence of an actual or potential conflict of interest. If ARB determines that a conflict of interest exists, or that there is an unavoidable appearance of a conflict of interest, that cannot be resolved to the satisfaction of ARB, such determination shall be grounds for termination of the Agreement immediately.

EXHIBIT E
ATTACHMENT 1

CONFLICT OF INTEREST AND CONFIDENTIALITY STATEMENT

I certify that I have no personal or financial interest and no present or past employment or investment activity which would be incompatible with my participation in any activity related to the requirements described in RFP No. 11-411 (the "Project").

I certify that I am not employed by an entity that is subject to any of the provisions of the California Air Resources Board Mandatory Greenhouse Gas Emissions Reporting Regulation ("MRR") or California Cap on Greenhouse Gas Emissions and Market-Based Compliance Mechanisms Regulation ("Cap-and-Trade Regulation"), and I do not have any financial interest in an entity that is subject to any of the provisions of the MRR or Cap-and-Trade Regulation, including but not limited to covered entities and entities registered with ARB to create a compliance or holding account under the Cap-and-Trade Regulation. I certify that I do not have any personal or financial interest in compliance instruments issued or accepted by ARB pursuant to the Cap-and-Trade Regulation.

I certify that I will not apply to be a third-party verifier or verification body approved to provide services under the Cap-and-Trade Regulation and MRR regulations and will not apply to be a third-party Offset Project Registry or Offset Project Operator. I certify that I am not a covered entity under the Cap-and-Trade Program.

I certify that if I acquire a financial interest in an entity that is subject to any of the provisions of the MRR or Cap-and-Trade Regulation or in compliance instruments issued or accepted by ARB pursuant to the Cap-and-Trade Regulation I will immediately disclose this acquisition to ARB.

I certify that I will not to accept any gift, benefit, gratuity or consideration, or begin a personal or financial interest in a party who is bidding/proposing, or associated with a bidder/proposer, on the Project.

I certify that I will keep confidential and secure and will not copy, give or otherwise disclose to any other person or entity who has not signed a copy of this conflict of interest and confidentiality statement, all information concerning the Project which I learn or acquire in the course of performing duties under the Project, and I will follow any instructions provided by the ARB Project Manager relating to the confidentiality of Project information. I understand that the information that must be kept confidential ("confidential information") includes, but is not limited to,

- a. All data, analyses, specifications, requirements, concepts and discussions received from ARB in the course of performing requirements under the Project.
- b. Any personally identifying information, proprietary process or sensitive, non-public market data.
- c. Any third-party confidential information included with, or incorporated in, information provided by ARB, or otherwise obtained in the course of performing requirements under the Project.
- d. Communications with ARB staff, related to any of the requirements under the Project, including oral discussions, telephone conversations, emails, attachments, letters and faxes.
- e. All notes, data, analyses, compilations or reports prepared by Receiving Party that contain or are based upon confidential information.

I certify that I will not use confidential information, or any part thereof, in the performance of services or for the benefit of any person or entity, in any form, whether gratuitously or for valuable consideration, except as provided under the Project, without the prior written consent of ARB. I understand that I am authorized to disclose information pursuant to law or legal process.

I certify that if I leave this Project before it ends, or at the termination of the Project, I will return all confidential information and copies thereof in my possession or control to ARB, and I will not disclose such information or otherwise make it available, in any form or manner, to any other person or entity.

I certify that I have read and understand this Conflict of Interest and Confidentiality Statement, including the requirements set forth therein related to conflict of interest, confidentiality and limitations on the use of confidential information.

I certify that I understand that any unauthorized disclosure of confidential information I make may be a basis for civil or criminal penalties and/or disciplinary action and I will advise the ARB Project Manager immediately in the event that I either learn or have reason to believe that any person who has access to Project confidential information has or intends to disclose that information in violation of this agreement.

Date: _____
Signature: _____
Printed Name: _____
Title _____
Organization _____
Telephone No.: _____
Fax No.: _____
Email Address: _____

ATTACHMENT 6
CALIFORNIA DISABLED VETERAN BUSINESS ENTERPRISE (DVBE)
BID INCENTIVE INSTRUCTIONS
(09/03//09)

Please read the instructions carefully before you begin.

AUTHORITY. The Disabled Veteran Business Enterprise (DVBE) Participation Goal Program for State contracts is established in Public Contract Code (PCC), §10115 et seq., Military and Veterans Code (MVC), §999 et seq., and California Code of Regulations (CCR), Title 2, §1896.60 et seq. **Recent legislation has modified the program significantly in that a bidder may no longer demonstrate compliance with program requirements by performing a “good faith effort” (GFE).**

This solicitation does not include a minimum DVBE participation percentage or goal.

DVBE BID INCENTIVE. A DVBE incentive will be given to bidders who provide DVBE participation. For evaluation purposes only, the State shall apply a DVBE Bid incentive to bids that propose California certified DVBE participation as identified on the Bidder Declaration, GSPD-05-105, (located elsewhere within the solicitation document) and confirmed by the State. The DVBE incentive amount for awards based on low price will vary in conjunction with the percentage of DVBE participation. Unless a table that replaces the one below has been expressly established elsewhere within the solicitation, the following percentages will apply for awards based on low price.

Confirmed DVBE Participation of:	DVBE Incentive:
5% or Over	5%
4% to 4.99% inclusive	4%
3% to 3.99% inclusive	3%
2% to 2.99% inclusive	2%
1% to 1.99% inclusive	1%

As applicable: (1) Awards based on low price - the net bid price of responsive bids will be reduced (for evaluation purposes only) by the amount of DVBE incentive as applied to the lowest responsive net bid price. If the #1 ranked responsive, responsible bid is a California certified small business, the only bidders eligible for the incentive will be California certified small businesses. The incentive adjustment for awards based on low price cannot exceed 5% or \$100,000, whichever is less, of the #1 ranked net

bid price. When used in combination with a preference adjustment, the cumulative adjustment amount cannot exceed \$100,000.

(2) Awards based on highest score - the solicitation shall include an individual requirement that identifies incentive points for DVBE participation.

INTRODUCTION. Bidders must document DVBE participation commitment by completing and submitting a Bidder Declaration, GSPD-05-105, (located elsewhere within the solicitation document). Bids or proposals (hereafter called "bids") that **fail to submit the required form to confirm the level of DVBE participation will not be eligible to receive the DVBE incentive.**

Information submitted by the intended awardee to claim the DVBE incentive(s) will be verified by the State. If evidence of an alleged violation is found during the verification process, the State shall initiate an investigation, in accordance with the requirements of the PCC §10115, et seq., and MVC §999 et seq., and follow the investigatory procedures required by the 2 CCR §1896.80. Contractors found to be in violation of certain provisions may be subject to loss of certification, penalties and/or contract termination.

Only State of California, Office of Small Business and DVBE Services (OSDS), certified DVBEs (hereafter called "DVBE") who perform a commercially useful function relevant to this solicitation, may be used to qualify for a DVBE incentive(s). The criteria and definition for performing a commercially useful function are contained herein on the page entitled **Resources & Information**. Bidders are to verify each DVBE subcontractor's certification with OSDS to ensure DVBE eligibility.

At the State's option prior to award of the contract, a written confirmation from each DVBE subcontractor identified on the Bidder Declaration must be provided. As directed by the State, the written confirmation must be signed by the bidder and/or the DVBE subcontractor(s). The written confirmation may request information that includes but is not limited to the DVBE scope of work, work to be performed by the DVBE, term of intended subcontract with the DVBE, anticipated dates the DVBE will perform required work, rate and conditions of payment, and total amount to be paid to the DVBE. If further verification is necessary, the State will obtain additional information to verify compliance with the above requirements.

THE DVBE BUSINESS UTILIZATION PLAN (BUP): DVBE BUPs are a company's commitment to expend a minimum of 3% of its total statewide contract dollars with DVBEs -- this percentage is based on all of its contracts held in California, not just those with the State. A DVBE BUP does not qualify a firm for a DVBE incentive. Bidders with a BUP, must submit a Bidders Declaration (GSPD-05-105) to confirm the DVBE

participation for an element of work on this solicitation in order to claim a DVBE incentive(s).

THE FOLLOWING MAY BE USED TO LOCATE DVBE SUPPLIERS:

Awarding Department: Contact the department's contracting official named in this solicitation for any DVBE suppliers who may have identified themselves as potential subcontractors, and to obtain suggestions for search criteria to possibly identify DVBE suppliers for the solicitation. You may also contact the department's SB/DVBE Advocate for assistance.

Other State and Federal Agencies, and Local Organizations:

STATE: Access the list of all certified DVBEs by using the Department of General Services, Procurement Division (DGS-PD), online certified firm database at www.eprocure.dgs.ca.gov

To begin your search, click on "SB/DVBE Search." Search by "Keywords" or "United Nations Standard Products and Services Codes (UNSPSC) that apply to the elements of work you want to subcontract to a DVBE. Check for subcontractor ads that may be placed on the California State Contracts Register (CSCR) for this solicitation prior to the closing date. You may access the CSCR at: www.eprocure.dgs.ca.gov. For questions regarding the online certified firm database and the CSCR, please call the OSDS at (916) 375-4940 or send an email to: OSDCHelp@dgs.ca.gov.

FEDERAL: Search the U.S. Small Business Administration's (SBA) Central Contractor Registration (CCR) on-line database at www.ccr.gov/ to identify potential DVBEs and click on the "Dynamic Small Business Search" button. Search options and information are provided on the CCR Dynamic Small Business Search site. First time users should click on the "help" button for detailed instructions. Remember to verify each firm's status as a California certified DVBE.

LOCAL: Contact local DVBE organization to identify DVBEs. For a list of local organizations, go to www.pd.dgs.ca.gov/smbus and select: [DVBE Local Contacts](#) (New 02/09) (pdf).

RESOURCES AND INFORMATION

For questions regarding bid documentation requirements, **contact the contracting official at the awarding department for this solicitation.** For a directory of SB/DVBE Advocates for each department go to: <http://www.pd.dgs.ca.gov/smbus/advocate.htm>.

The Department of General Services, Procurement Division (DGS-PD) publishes a list of trade and focus publications to assist bidders in locating DVBEs for a fee. To obtain this list, please go to www.pd.dgs.ca.gov/smbus and select:

- [DVBE Trade Paper Listing](#) (New 02/09) (pdf)

- [DVBE Focus Paper Listing](#) (New 02/09) (pdf)

U.S. Small Business Administration (SBA):
Use the Central Contractor Registration (CCR) on-line database.
Internet contact only –Database: www.ccr.gov/.

FOR:
Service-Disabled Veteran-owned businesses in California (Remember to verify each DVBE's California certification.)

Local Organizations: Go to www.pd.dgs.ca.gov/smbus and select: [DVBE Local Contacts](#) (New 02/09) (pdf)

FOR:
List of potential DVBE subcontractors

DGS-PD EProcurement
Website: www.eprocure.dgs.ca.gov
Phone: (916)375-2000
Email: eprocure@dgs.ca.gov

FOR:

- SB/DVBE Search
- CSCR Ads
- Click on Training tab to Access eProcurement Training Modules including: Small Business (SB)/DVBE Search

DGS-PD Office of Small Business and DVBE Services (OSDS)
707 Third Street, Room 1-400, West Sacramento, CA 95605
Website: www.pd.dgs.ca.gov/smbus
OSDS Receptionist, 8 am-5 pm: (916) 375-4940
PD Receptionist, 8 am-5 pm: (800) 559-5529
Fax: (916) 375-4950
Email: osdchelp@dgs.ca.gov

FOR:

- Directory of California-Certified DVBEs
- Certification Applications
- Certification Information
- Certification Status, Concerns
- General DVBE Program Info.
- DVBE Business Utilization Plan
- Small Business/DVBE Advocates

Commercially Useful Function Definition

California Code of Regulations, Title 2, § 1896.61(l):
The term "DVBE contractor, subcontractor or supplier" means any person or entity that satisfies the ownership (or management) and control requirements of §1896.61(f); is certified in accordance with §1896.70; and provides services or goods that contribute to the fulfillment of the contract requirements by performing a commercially useful

function.

As defined in MVC §999, a person or an entity is deemed to perform a "commercially useful function" if a person or entity does **all** of the following:

- Is responsible for the execution of a distinct element of the work of the contract.
- Carries out the obligation by actually performing, managing, or supervising the work involved.
- Performs work that is normal for its business services and functions.
- Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.

A contractor, subcontractor, or supplier will not be considered to perform a commercially useful function if the contractor's, subcontractor's, or supplier's 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 disabled veteran business enterprise participation.

ATTACHMENT 7
Contractor Certification Clauses

CCC-307

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>	

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (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 lesser 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 over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

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.

<http://www.ols.dgs.ca.gov/Standard+Language/default.htm>

Attachment 8 (page 2)

STATE OF CALIFORNIA-DEPARTMENT OF FINANCE

PAYEE DATA RECORD

STD. 204 (Rev. 6-2003)(REVERSE)(CA ST PKGS, EXCEL 9/22/2004)

1	<p><u>Requirement to Complete Payee Data Record, STD. 204</u></p> <p>A completed Payee Data Record, STD. 204, is required for payments to all non-governmental entities and will be kept on file at each State agency. Since each State agency with which you do business must have a separate STD. 204 on file, it is possible for a payee to receive this form from various State agencies.</p> <p>Payees who do not wish to complete the STD. 204 may elect to not do business with the State. If the payee does not complete the STD. 204 and the required payee data is not otherwise provided, payment may be reduced for federal backup withholding and nonresident State income tax withholding. Amounts reported on Information Returns (1099) are in accordance with the Internal Revenue Code and the California Revenue and Taxation Code</p>
2	<p>Enter the payee's legal business name. Sole proprietorships must also include the owner's full name. An individual must list his/her full name. The mailing address should be the address at which the payee chooses to receive correspondence. Do not enter payment address or lock box information here.</p>
3	<p>Check the box that corresponds to the payee business type. Check only one box. Corporations must check the box that identifies the type of corporation. The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State provide their Taxpayer Identification Number (TIN). The TIN is required by the California Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a).</p> <p>The TIN for individuals and sole proprietorships is the Social Security Number (SSN). Only partnerships, estates, trusts, and corporations will enter their Federal Employer Identification Number (FEIN).</p>
4	<p><u>Are you a California resident or nonresident?</u></p> <p>A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.</p> <p>A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at time of death. A trust is a resident if at least one trustee is a California resident.</p> <p>For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.</p> <p>Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year.</p> <p>For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below: Withholding Services and Compliance Section: 1-888-792-4900 E-mail address: wscs.gen@ftb.ca.gov For hearing impaired with TDD, call: 1-800-822-6268 Website: www.ftb.ca.gov</p>
5	<p>Provide the name, title, signature, and telephone number of the individual completing this form. Provide the date the form was completed.</p>
6	<p>This section must be completed by the State agency requesting the STD. 204.</p>
	<p><u>Privacy Statement</u></p> <p>Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, State, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.</p> <p>It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and State law imposes noncompliance penalties of up to \$20,000.</p> <p>You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the State agency(ies) with which you transact that business.</p> <p>All questions should be referred to the requesting State agency listed on the bottom front of this form.</p>