Bidders Instructions - General

Introduction:

These instructions set forth the procedures and rules governing the Invitation for Bid (IFB) process at the California Prison Industry Authority (CALPIA). All prospective bidders should review these instructions prior to submitting a bid. These general instructions contain provisions, which apply to both material and service solicitations unless otherwise indicated.

1. Definitions

a. **"Bid"** means an offer, made in response to a solicitation to perform a contract for providing services or to supply goods at a specified price, whether or not it is considered a "sealed bid" or results in award of a contract to a single or non-competitively bid contract.

b. **"Bidder"** means any individual and/or entity that submit a bid to CALPIA response to a solicitation.

c. **"Solicitation"** means the process of notifying prospective bidders that CALPIA is requesting bids for furnishing goods or services.

2. Submission of Bids:

All bids must be submitted under sealed cover and sent to the CALPIA by dates and times shown in the time schedule set forth in the IFB document. If no time for receipt of bids is specified in the IFB, the bid shall be due by the close of the business day on the date indicated. Close of the business day shall be 5:00 p.m. All times are Pacific Standard Time (PST)/Pacific Daylight Time (PDT). The sealed cover must be plainly marked with the IFB number and title, must show the firm name and address, and must be marked with "DO NOT OPEN", as shown in the following example:

IFB Number: IFB Number
IFB Name: Contract Name

Attention: Analyst Name
BID SUBMITTAL – DO NOT OPEN

a. Bids must be hand delivered or sent via U.S. Mail or common carrier unless another method (e.g. facsimile) is specifically authorized in the solicitation.

b. A "sealed" bid is required. Bids not submitted under sealed cover may be rejected. One (1) copy of the bid must be submitted unless more copies are required pursuant to the IFB document. Each bid shall be separately sealed inside an envelope and must be signed and received by the closing time and date specified, and on the forms furnished by CALPIA to be considered for award.

c. The bidder is solely responsible for ensuring that the full bid is received by CALPIA in accordance with the solicitation requirements, prior to the date and time specified in the solicitation, and at the place specified. The CALPIA shall not be responsible for any delays in mail or by common carriers, transmission errors or delays in delivery.

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d. Bids received after the time stated will be considered non-responsive.
e. If no time for receipt of bids is specified in the solicitation, the bid shall be due by the close of the business day on the date indicated. Close of the business day shall be 5:00 p.m. All times are Pacific Standard Time (PST)/Pacific Daylight Time (PDT).
f. Generally, sealed bids will be opened and read on the due date unless another date and time is specified in the solicitation or any addendum thereto.
g. All bids shall include the documents identified in the IFB's Required Attachment Checklist. Bids not including the proper "required attachments" are non-responsive, and may be rejected.
h. All documents requiring a signature must bear an original signature of the person authorized to bind the bidding firm and must indicate the title or position the individual holds in the firm.
i. A bid may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The CALPIA may reject any or all bids at any time for any reason, and the CALPIA may waive any immaterial deviation in a bid. The CALPIA's waiver of immaterial defect shall in no way modify the IFB document or excuse the bidder from full compliance with all requirements set forth in the IFB if awarded the contract.
j. Bids must include the performance of all services described in the scope of work, or all goods set forth in the specifications, herein. Any deviation from the scope of work or specifications will not be considered and may cause a bid to be rejected.
k. Costs for developing bids and in anticipation of award of the contract are entirely the responsibility of the bidder and shall not be charged to the CALPIA.
l. A bid may be modified after its submission, by the withdrawal of the original bid, and the resubmittal of a new bid prior to the bid submission deadline. Bid modifications offered in any other manner will not be considered.
m. A bid may be withdrawn by submitting a written withdrawal request signed by the person authorized to bind the bidding firm to the CALPIA prior to the bid submission deadline. A bid may not be withdrawn after the submission deadline unless approved by the CALPIA.
n. Unless specified elsewhere, all bids shall be valid for forty-five (45) days following the bid submission deadline, and during that time, the bid will be an irrevocable offer to provide the CALPIA with the subject goods or services at the prices set forth in the bid and on the terms and conditions set forth in the IFB document.
o. The CALPIA may modify the IFB prior to the bid submission deadline by issuing an addendum to all known parties who received a bid package. If a bidder received this IFB through someone other than CALPIA it is the responsibility of the bidder to advise the CALPIA of its intention to provide a bid so that any addenda or other correspondence related to this IFB may be sent to the bidder.
p. Bidders are cautioned not rely on the CALPIA during the evaluation process to discover and report to the bidder any defects and errors in the submitted documents. Bidders, before submitting their documents, should carefully proof them for errors and adherence to the IFB requirements.

q. Where applicable, each bidder should carefully examine work sites, specifications, and/or scope of work. Each bidder shall investigate the conditions, character, and quality of surface or subsurface materials or obstacles that might be encountered. No additions or increases to the contract amount will be made due to a lack of careful examination of work sites, specifications, and/or scope of work.

3. **Solicitation Addendum (Addenda):**
   a. If a supplier received this solicitation through some means other than being a pre-qualified supplier on CALPIA's bidders list, it is the responsibility of the supplier to advise the Contract Analyst of its intention to provide a bid so that addenda or other correspondence related to the solicitation will be sent to the supplier.
   b. In the event that the solicitation is revised by an addendum, supplier shall submit the original solicitation and any addenda that the Contract Analyst requires to be submitted.
   c. Price(s) offered shall reflect all addenda issued by CALPIA. CALPIA will interpret the bid to include all addenda issued in any resulting contract.

4. **Inspection of Solicitation Documents:**
   Supplier shall carefully review all documents referenced and made a part of this solicitation to ensure that all information required to properly respond to the solicitation has been received or made available and all requirements are priced in the bid. Failure to examine any document, drawing, specification, or instruction will be at the supplier's sole risk.

5. **Brand Names: (Materials Only)**
   Any reference to brand names and/or numbers in the solicitation is intended to be descriptive, but not restrictive, unless otherwise specified. Bids offering equivalent items meeting the standards of quality specified may be considered, unless otherwise indicated, providing the bid clearly describes the article offered and how it differs from the referenced brand. Unless bidder specifies otherwise, it is understood that the bidder is offering a referenced brand item as specified in the solicitation. The CALPIA reserves the right to determine whether a substitute offer is equivalent to and meets the standards of quality indicated by the brand name references, and CALPIA may require the supply of additional descriptive material and a sample.

6. **Specifications Concerns**: (Materials Only)
   a. In the event a supplier believes that CALPIA's solicitation is unfairly restrictive, ambiguous, contains conflicting provisions or mistakes, or in the supplier's experience any resulting contract would be commercially impractical to perform, the matter should be promptly brought to the attention of the Contract Analyst identified in the solicitation, either by telephone, letter or visit, immediately upon receipt of the solicitation, in order that the matter may be fully considered and appropriate action taken by CALPIA prior to the closing time set to receive bids.
   b. The CALPIA has sole discretion to take any action, or to refrain from taking any action, regarding any alleged default in any solicitation.

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7. **Validity of Bids:**
   Unless specified elsewhere in the solicitation, bidder's bid shall be valid for forty-five (45) days following the date the bid is due, and during that time, the bid will be an irrevocable offer to provide CALPIA with the subject goods or services at the prices set forth in the bid and on the terms and conditions set forth in the solicitation.

8. **Mistake in Bid:**
   If prior to contract award, a bidder discovers a mistake in their bid that renders the bidder unwilling to perform under any resulting contract, the bidder must immediately notify the Contract Analyst and request to withdraw the bid. It shall be solely within CALPIA's discretion as to whether withdrawal will be permitted. If the solicitation contemplated evaluation and award of "all or none" of the items, then any withdrawal must be for the entire bid. If the solicitation provided for evaluation and award on a line item or combination of items basis, CALPIA may consider permitting withdrawal of specific line item(s) or combination of items.

9. **Joint Bids:**
   A joint bid submitted by two or more bidders participating jointly in one bid may be submitted and each participating bidder must sign the joint bid. If a contract is awarded to bidders who furnished a joint bid, it shall be deemed to be part of one indivisible contract. Each such joint contractor will be jointly and severally liable for the performance of the entire contract, and the joint contractors must designate, in writing, one individual having authority to represent them in all matters relating to the contract. The CALPIA assumes no responsibility or obligation for the division of orders or purchases among joint contractors.

10. **Non-Discrimination Toward World Trade Organization GPA Signatories:**
    Any contract resulting from this solicitation in excess of $500,000 is subject to the requirements of the World Trade Organization (WTO) Government Procurement Agreement (GPA). All bidders offering products or services of countries that are signatories to the WTO GPA will be accorded non-discriminatory treatment in the award of contracts under this solicitation. These countries currently include the member states of the European Union (Austria, Belgium, Denmark, Finland, France, Germany, Greece, Ireland, Italy, Luxembourg, Netherlands, Portugal, Spain, Sweden, and the United Kingdom), Aruba, Hong Kong, Singapore, Israel, Japan, Korea, Liechtenstein, Norway, and Switzerland.

11. **Independence of Bid:**
    Unless supplier is furnishing a joint bid, by submitting this bid, bidder swears under penalty of perjury that it did not conspire with any other supplier to set prices in violation of anti trust laws.

12. **Independent Contractor Reporting Requirements:**
    Any independent contractor, prior to being awarded a purchase order that contains services, must provide certain information pertaining to its business to CALPIA. The CALPIA in accordance with Unemployment Insurance Code Section 1088.8, will

report such information to the Employment Development Department. By submitting a bid, bidder acknowledges this information is required and that it is being reported to the Employment Development Department.

13. Pre-Bid Conference/Walk Through

a. If a pre-bid conference/walk through is scheduled and a potential prime contractor is unable to attend, an authorized representative may attend in their behalf. The representative may only sign-in for one (1) company. Subcontractors may not represent a potential prime contractor at a pre-bid conference/walk through. If the pre-bid conference/walk through is mandatory, no bid will be accepted unless the bidder or his authorized representative was in attendance.

b. Attendees for the pre-bid conference/walk through are required to contact the analyst designated on the cover page five (5) business days prior to the scheduled pre-bid conference/walk through. Bidders will be required to provide and carry their driver's license or California DMV photo identification card number, date of birth, and complete name to secure gate clearance for admittance onto institution grounds.

c. Note: Bidders or their representatives will not be admitted onto institution grounds dressed in shorts or blue chambray, denim, orange, olive green or black clothing as these colors are used for inmate and correctional staff attire. In addition, no weapons, no cameras, no tobacco products, no alcohol, no drugs, no drug paraphernalia, no wireless devices such as pagers, blackberries, and cellular phones are allowed on institution grounds.

14. Reasonable Accommodation

For contractors who need assistance due to a physical impairment, a reasonable accommodation will be provided by the CALPIA upon request for the pre-bid conference/walk through. The contractor must call the analyst designated on the cover page no later than the fifth (5th) business day prior to the scheduled date and time of the pre-bid conference/walk through to arrange for a reasonable accommodation.

15. Evaluation of Bids:

a. Where more than one line item is specified in the solicitation, CALPIA reserves the right to determine the "Best Value" bidder, either on the basis of individual items, combination of items as specified in the solicitation, or on the basis of all items included in the solicitation, unless otherwise expressly provided. CALPIA reserves the right to issue multiple contracts, if at its sole discretion CALPIA determines that doing so is in CALPIA's best interests.

b. Unless otherwise specified in the solicitation, CALPIA may accept any item or combination of items as specified in the solicitation, of any bid unless the bidder expressly objects and conditions its response on receiving all items for which it provided a bid. In the event that the bidder so objects, CALPIA may consider the bidder's objection and evaluate whether the award on such basis will result in the best value for CALPIA or may determine in its sole discretion that such an objection renders the bidder ineligible for award.

c. All other criteria to be used in evaluating bids will be identified elsewhere in the solicitation.
d. At the time of bid opening, all bids will be opened publicly. No decision will be announced at that time. Notification of contract award will be in writing only.
e. Following the bid opening each bid will be checked for the presence or absence of required information in conformance with the submission requirements of this IFB. The CALPIA will then evaluate each bid to determine best value.
f. Unless otherwise specified in the IFB, CALPIA may accept any item or items as specified in the IFB
g. The CALPIA reserves the right to issue multiple contracts if, at its sole discretion, the CALPIA determines that doing so is in the best interest of CALPIA's.

16. Responsible Bidder

Bidders may be required to submit evidence of their qualifications. The question of whether a particular bidder is a responsible bidder involves an evaluation of the bidder's experience, facilities, reputation, financial resources, and other factors existing at the time of the award. The Bidder/Supplier Responsibility Information form is to be completed and included with the bid package.

17. Unfair Practices Act and other Laws:

Supplier warrants that its bid complies with the Unfair Practices Act (Business and Professions Code Section 17000 et seq.) and all applicable State and Federal laws and regulations.

18. Conflict of interest:

a. Current State Employees (PCC Section 10410):
b. 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.
c. 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.
d. Former State Employees (PCC Section 10411): 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.
e. 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 agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.

19. Contract Dollar Value:

The CALPIA is not obligated to purchase any particular quantity of any goods or services from the contractor. Quantities shown for each line item are estimated and

are the anticipated contract purchase pattern. The CALPIA will not be obligated to purchase the contractor's excess inventory of any line item if actual purchases vary from the anticipated purchase pattern. The CALPIA reserves the right to order more or less of any of the indicated line items.

20. Purchases Outside the Contract:
During the term of any contract resulting from this bid, the CALPIA, at its sole discretion, may purchase same or similar goods from a source other than the Contractor. The Contractor may be allowed to offer goods at a reduced price. In the event that the goods are purchased from the Contractor at a reduced price, such purchase shall be considered a contract purchase and all other terms and conditions of the contract shall remain in full force and effect.

21. Emergency Purchase:
In the event of an emergency as determined by the CALPIA at the CALPIA's sole discretion, the CALPIA may purchase any required line item from other than the contractor.

22. Ordering Procedure: (Materials Only)
Orders are to be issued by the CALPIA on a Purchase Order and sent directly to the contractor. Prices are per the attached price sheet.

23. Notices/Contact Information
Written notices shall be sent to the California Prison Industry Authority, 560 E. Natoma Street, Folsom, CA 95630-2200, Attention to the analyst designated on the cover page stated on the cover page.

Written notices from the CALPIA to the contractor shall be sent to the name and address or fax number set forth on the Price Sheet, Cost Sheet, or Scope of Work submitted by the bidder. Contact information may be changed if written notice of the change is sent to the other party; no formal contract amendment will be needed to change contact information.

24. The California Prison Industry Authority's Rights

a. CALPIA reserves the right to modify or cancel in whole or in part its solicitation at any time prior to contract award.
b. CALPIA reserves the right to reject any or all bids at any time or for any reason. Among other things, CALPIA may reject a bid if it determines that a bidder's bid was non-responsive to the solicitation requirements or if the CALPIA determines that a bidder is not a responsible supplier.
c. CALPIA may waive any irregularity in any bid if the CALPIA, at its sole discretion, determines that it is in the CALPIA's best interest to do so.

25. Prices (Materials Only)

a. All prices and notations must be printed in ink or typewritten
b. Only bids quoted on the CALPIA's own Cost Sheet will be considered.

c. Unit prices may not be more than four (4) places to the right of the decimal point. For example, a unit price $.56726 each would exceed this limitation. Unit prices, which exceed this limitation, will automatically be truncated to the fourth decimal place for both evaluation and award purposes. Using the example just cited "6" at the end of the unit price would be truncated (i.e., dropped off) leaving a unit price of $.5672 each.
d. If there is a discrepancy between the unit price and the extension price, the unit price shall prevail.
e. The CALPIA, at its sole discretion, will determine whether an error in the bid may cause the rejection of that bid. For instance, CALPIA may at its sole option retain the bid and make certain arithmetic corrections. In determining if a correction will be made, CALPIA will consider the conformance of the bid to the format and content required by the solicitation, and any unusual complexity of the format and content required by the solicitation.
   i. If the bidder's intent is clearly established based on review of the complete bid submittal, CALPIA may at its sole option correct an error based on that established intent.
   ii. CALPIA may at its sole option correct obvious clerical errors.
   iii. The total price of unit-price items will be the product of the unit price and the quantity of the item. If the unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, it shall be the amount obtained by dividing the "Extension" price by the quantity of the item.

26. Cash Discounts:

For the purpose of this bid CALPIA will consider cash discounts for bid evaluation purposes.

a. The contractor may offer any cash discount amount. However, for the purpose of the bid evaluation, when the cash discount offered exceeds five (5) percent, it will be calculated at five (5) percent during the bid evaluation. For example, if the bidder offers a cash discount of six (6) percent, for the purpose of the bid evaluation <u>only</u>, the California Prison Industry Authority will calculate the cash discount at five (5) percent when evaluating the bid.
b. For the purpose of the bid evaluation <u>only</u>, if the bidder offers a cash discount of less than twenty (20) days or less than one half (1/2) of one (1) percent, CALPIA will not adjust their bid for cash discount.
c. The CALPIA has a history of taking cash discounts and intends to take advantage of cash discounts offered in response to this IFB when they are in the best interest of the State.

27. Disposition of Bids:

Upon bid opening, all documents submitted in response to this IFB will become the property of the California Prison Industry Authority.

28. Samples to Determine Responsiveness to Technical Requirements for Purposes of Award: (Materials Only)

a. Samples of items, when required by CALPIA, must be furnished at no cost to the CALPIA unless otherwise provided.

b. The sample or samples furnished must be identical in all respects to the product or products being offered to the CALPIA.
c. Bidders offering products of a different manufacturer and model number than those specified on the IFB may be required to submit samples for inspection and specification compliance testing in order for the CALPIA to determine if the item offered is equivalent to and meets the minimum standards of quality acceptable to the CALPIA as indicated by the manufacturer and model number specified in the IFB.
d. Samples not destroyed by tests may be returned to bidders at their expense provided the request for return was made at the time the samples are provided.
e. Samples may be required prior to contract award. If requested, such samples must be delivered to the address specified by the CALPIA and within the timeframe identified in the request notification. Failure to submit samples as requested may be grounds for bid rejection.

29. Specification Concerns: (Materials Only)

a. In the event a bidder believes that the CALPIA's IFB document is unfairly restrictive, ambiguous, contains conflicting provisions or mistakes, or in the bidder's experience any resulting contract would be commercially impractical to perform, the matter should be promptly brought to the attention of the contract analyst identified in the IFB document in writing immediately upon receipt of the IFB, in order that the matter may be fully considered and appropriate action taken by the CALPIA prior to the closing time set to receive bids.
b. CALPIA, at its sole discretion, may take any action it deems appropriate to address any concerns communicated pursuant to the above section.

30. Consultant/Contractor Requirements: (Services Only)

Failure to comply with the contractor/consultant's filing obligation as set forth herein and in Government Code, Section 87302, will be deemed a material breach of an agreement, and may subject the contractor/consultant to other penalties (see Government Code, Sections 87300, 91000, 91003.5, 91004 and 91005.5).

a. Statement of Economic Interest (Form 700): As a consultant you will be included in the CDCR/CALPIA conflict of interest code (Title 15, Section 3416) and therefore will be required to file a statement of economic interest (SEI) pursuant to Government Code, Section 87302. As such you will have to file an assuming office SEI within 30 calendar days of executing an agreement. You will have to file an annual SEI by April 1st of each year thereafter, and at leaving office SEI within 30 calendar days of the end date or termination of an agreement.
b. Payee Data Record (STD 204): The Contractor/consultant must complete and submit to the California Prison Industry Authority the Payee Data Record (STD 204), to determine if the Contractor/consultant is subject to state income tax withholding pursuant to California Revenue and Taxation Code Sections 18662 and 26131. This form can be found on the Internet at www.pia.ca.gov, at the General Info Tab, and then select Doing Business with CALPIA. No payment shall be made unless a completed STD 204 has been returned to the California Prison Industry Authority.

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31. Independent Contractor Reporting Requirements

Any independent contractor, prior to being awarded a purchase order that contains services, must provide certain information pertaining to its business to the CALPIA. The CALPIA in accordance with Unemployment Insurance Code Section 1088.8 will report such information to the Employment Development Department. By submitting a bid, bidder acknowledges this information is required and that it is being reported to the Employment Development Department.

32. Governing Law

This contract is governed by and shall be interpreted in accordance with the laws of the State of California. The contractor is responsible for complying with all provisions of the law that apply to this transaction.

33. Americans with Disability Act

To comply with the non-discrimination requirements of the Americans with Disability Act (ADA), it is the policy of the CALPIA to make every effort to ensure that its programs, activities and services are available to all persons, including persons with a disability needing a reasonable accommodation to participate in the procurement process. Persons having questions regarding reasonable accommodations in the procurement process may contact the Contract Analyst listed elsewhere in this solicitation.

CALIFORNIA RELAY SERVICE
Voice: 1-800-735-2922 or
1-888-877-5379
TYY: 1-800-735-2929 or
1-888-877-5378
Speech-to-Speech: 1-800-854-7784

Note: To ensure that CALPIA can meet a need, request for reasonable modification must be received at least **ten 10 working days** before the scheduled event or the due date for procurement documents.

34. Protest

a. Any protest regarding the bid process or contract award must be in writing and must be received by the General Manager, or designee, no later than five (5) working days after the contract award notification is delivered.
b. All protests must state clearly the issue(s) that are the subject of the protest, along with all facts and arguments that form the basis of the protest.
c. A Protest may be faxed, mailed or delivered to the General Manager or designee at 560 East Natoma Street, Folsom, CA 95630-2200 provided it is received no later than the close of business on the fifth calendar day after the award notification is received.
d. The decision of the General Manager or designee is final. Transactions will proceed consistent with the General Manager or designee decision.