

## Solicitation S16010972

### Preventative Maintenance of Dairy Machinery

State of California

## Bid S16010972

### Preventative Maintenance of Dairy Machinery

Bid Number S16010972

Bid Title Preventative Maintenance of Dairy Machinery

Bid Start Date Jan 13, 2010 2:48:41 PM PST

Bid End Date Jan 29, 2010 3:00:00 PM PST

Question & Answer End Date Jan 27, 2010 10:00:00 AM PST

Bid Contact Mary Roa  
916-358-2150  
maryroa@pia.ca.gov

Pre-Bid Conference Jan 21, 2010 10:00:00 AM PST  
Attendance is optional  
Location: OPTIONAL WALK-THRU AT CSP - CALPIA DAIRY  
California State Prison (CSP) Corcoran  
CALPIA Administration Building - Conference Room, 4001 King Ave., Corcoran, CA 93212  
4001 King Avenue  
Corcoran, CA 93212-8800

Pre-Bid Conference Jan 25, 2010 10:00:00 AM PST  
Attendance is optional  
Location: OPTIONAL WALK-THRU AT CSP - CALPIA DAIRY  
California State Prison (CSP) Corcoran  
CALPIA Administration Building - Conference Room, 4001 King Ave., Corcoran, CA 93212  
4001 King Avenue  
Corcoran, CA 93212-8800

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

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

---

Changes made on Jan 20, 2010 2:07:02 PM PST

|                         |                              |                    |                              |
|-------------------------|------------------------------|--------------------|------------------------------|
| Previous End Date       | Jan 26, 2010 3:00:00 PM PST  | New End Date       | Jan 29, 2010 3:00:00 PM PST  |
| Previous Q & A End Date | Jan 25, 2010 10:00:00 AM PST | New Q & A End Date | Jan 27, 2010 10:00:00 AM PST |

Conference on Jan 25, 2010 10:00:00 AM PST as been added

Changes were made to the following items:

[Preventative Maintenance of Dairy Machinery](#)

---

**Description**

The California Prison Industry Authority (CALPIA) is seeking a reliable Contractor to provide Preventative Maintenance Program (PMP) and 24-hour on-call emergency repair service on various dairy machinery at the California State Prison-Corcoran (CSP-COR). The CALPIA Dairy Plant is located at CSP-Corcoran, 4001 King Ave. Corcoran, CA 93212. The equipment technician will visit the CSP-Corcoran location and inspect/evaluate the equipment, consult with plant personnel, make recommendations and any necessary repairs as described in the Scope of Work, attached to this IFB as Exhibit A.

CALPIA anticipates the proposed contract term will be for a three (3) year period with an option to amend the contract for one additional year.

Added on Jan 20, 2010:

Final Date for Bid Submission is January 29, 2010 by 3 p.m.

Optional Walk-Thru is January 25, 2010 at 10 a.m. Contact Mike Wonderly at least five days prior to walk-thru at (559) 992-8800, extension 7760.

Changes made on Jan 20, 2010 2:07:02 PM PST

January 13, 2010

**INVITATION FOR BID (IFB)**  
**IFB # S16010972**  
**Preventative Maintenance of Dairy Machinery**  
**California State Prison – Corcoran**

**Notice to Prospective Contractors**

The California Prison Industry Authority (CALPIA) invites you to review and respond to the subject Invitation for Bid (IFB). In submitting your bid, you must comply with the instructions found herein and the Bidders Instructions REV-908 located on the CALPIA website ([www.pia.ca.gov](http://www.pia.ca.gov), select General Info tab, then select Doing Business with CALPIA.)

In the opinion of California Prison Industry Authority, this Invitation for Bid is complete and without need of explanation. However, if you have questions, or need clarifying information, please contact the Analyst indicated below.

| Due Date/Time January 29, 2010 3:00 pm                   |   |
|--|---|
| CALPIA Contact   | SUBMIT BID TO:  |
| Mary Roa<br>Phone: (916) 358-2150<br>Fax: (916) 358-1811 | California Prison Industry Authority<br>Attention: Mary Roa<br>560 East Natoma Street<br>Folsom, CA 95630 |

Please note that no *verbal* information given will be binding upon the CALPIA unless such information is issued in writing as an official addendum to this IFB.

**Term:** The California Prison Industry Authority anticipates that the proposed contract term will be for three (3) years with an option to amend the contract for one additional year.

The contract award will be made on the basis of **BEST VALUE** as determined by CALPIA alone, under statutory authority considering the following criteria.

1. The best price, which can include the life cycle cost of a product, expressed warranties, and customer service commitments.
2. Results in the greatest quality performance and reliability for the product or service, including the bidders past performance, reliability, and ability to perform, as well as International Standard Organization (ISO) certification. A bidder's history of past performance, based upon timeliness and quality of performance, must be good. If a vendor is to be excluded based upon performance history, there must be documentation, which supports that conclusion.

3. The bidder's history of employing ex-offenders; specifically, the number of ex-offenders employed by the bidder over the previous twelve months, including the percentage of all employees which consist of ex-offenders.
4. CALPIA may consider other factors deemed necessary to insure that best value is received. Any such factors must be approved by the General Manager or designee on the basis of information and documentation submitted by CALPIA staff during the bid evaluation and contract award process. The approval of the General Manager or designee shall be documented in writing and maintained in the contract file for the duration of the resulting contract.

In the interest of achieving best value, CALPIA does not grant Small Business, TACPA, LAMBRA, or EZA preferences or require a DVBE Good Faith Effort in evaluating bids.

MARY M. ROA  
Contract Analyst  
(916) 358-2150

## TABLE OF CONTENTS

| SECTION  | PAGE     |
|--|----------|
| <b>A. Purpose and Description of Service</b>   | 4        |
| <b>B. Bid Information</b>  | 4        |
| <b>C. Bidder Minimum Qualifications</b>  | 5        |
| <b>D. Licenses and Permits</b>   | 5        |
| <b>E. Bid Attachments</b>  |          |
| <b>Attachment 1:</b> Cost Sheet  | 2 paged  |
| <b>Exhibit A:</b> Sample Standard Agreement (STD 213)  | 1 page   |
| Scope of Work and Payment Provisions   | 4 pages  |
|  |          |
| <b>Required Bid Packet:</b>  |          |
| Required Bid Packet Check List   | 1 page   |
| Attachment 1 - Cost Sheet  | 2 paged  |
| Bid/Bidder Certification Sheet   | 2 pages  |
| Bidder References  | 1 page   |
| Payee Data Record (STD 204)  | 2 pages  |
| Darfur Certification   | 1 page   |
|  |          |
| <b>Other Related Documents:</b>  |          |
| Bidders Instructions REV-908*  | 11 pages |
| General Provisions REV-408*  | 17 pages |
| Security Provisions REV-1007*  | 5 pages  |
| Travel Provisions REV-1007*  | 2 pages  |
|  |          |
|  |          |
|  |          |
| <b>NOTE: Items shown with an Asterisk (*), are hereby incorporated by reference and are located on our website at the following link <a href="http://www.pia.ca.gov">http://www.pia.ca.gov</a> Select General Info then select Doing Business with CALPIA.</b> |          |

## A. Purpose and Description of Service

The California Prison Industry Authority (CALPIA) requires the Contractor to provide Preventative Maintenance Program (PMP) and a reliable 24-hour on-call emergency repair service of various dairy machinery, as described in the Scope of Work, attached to this IFB as Exhibit A. Contractor to perform the services at the CALPIA Dairy Plant located at CSP-Corcoran, 4001 King Ave. Corcoran, CA 93212.

The equipment technician will visit the CSP-Corcoran location and inspect/evaluate the equipment, consult with plant personnel, make recommendations and any necessary repairs.

CALPIA anticipates the proposed contract term will be for a three (3) year period with an option to amend the contract for one additional year.

## B. Bid Information

### 1. Time Schedule

It is recognized that time is of the essence. All bidders are hereby advised of the following schedule and will be expected to adhere to the required dates and times. 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).

| EVENT   | DATE                           | TIME<br>(Pacific STD<br>/Daylight Time) |
|---|--------------------------------|---|
| IFB available to prospective bidders  | January 13, 2010               |   |
| <b>Optional Walk Through</b> (refer to Item 2 below)<br>CALPIA Administration Building, CSP-Corcoran,<br>4001 King Ave. Corcoran, CA 93212. | January 25, 2010               | 10 a.m.                                 |
| Final Date for Bid Submission   | January 29, 2010               | 3 p.m.                                  |
| Bid Opening   | February 1, 2010               | 11 a.m.                                 |
| Successful Bidder Letter and Posting of Proposed Award  | February 2, 2010               |   |
| Last Day to Appeal the Process or Proposed Award  | February 8, 2010               |   |
| Proposed Start Date of Agreement  | March 1, 2010 or upon approval |   |

### 2. Walk Through

Bidders may schedule an **optional** walk through on **January 25 at 10 a.m.** for the purpose of inspecting the equipment listed on the **Cost Sheet – Attachment 1**. The walk through is scheduled at the CALPIA Dairy Plant. Bidders must meet at the CALPIA Administration Building, CSP-Corcoran, 4001 King Ave. Corcoran, CA 93212. In the event a potential

prime contractor is unable to attend the walk through, an authorized representative may attend in their behalf. The representative may only sign-in for one (1) company.

Attendees for the walk through held at the California Department of Corrections and Rehabilitation (CDCR) facility are required to contact **Mike Wonderly** at least **five (5)** days prior to the scheduled **walk through** at **(559) 992-8800 extension 7760 or e-mail at mwonderly@pia.ca.gov**. Bidders will be required to submit a signed gate clearance form providing their driver's license or California DMV identification card number, date of birth, and complete name to secure gate clearance for admittance.

**Please note:** Bidders or their representatives will not be admitted onto institution grounds dressed in shorts or blue chambray, denim, orange, or olive green clothing as these colors are used for inmate and correctional staff attire. In addition, no paging or cellular devices are allowed on institution grounds.

- **Reasonable Accommodations**

For contractors who need assistance due to a physical impairment, a reasonable accommodation will be provided by the awarding agency upon request for the **walk through**. The Contractor must call **Mike Wonderly** at **(559) 992-8800 extension 7760** no later than five (5) days prior to the scheduled date and time of the **walk through** to arrange for a reasonable accommodation.

### 3. Bid Submittal

Submit bids to the address and analyst on page 1 of this document. The interior sealed envelope must be plainly marked with the IFB number and title, must show your firm name and address, and must be marked with **DO NOT OPEN**, as shown in the following example:

Company Name  
Company Address

IFB Number: IFB Number  
IFB Name: Contract Name  
Attention: Analyst Name

**BID SUBMITTAL – DO NOT OPEN**

#### 4. Travel Related Expenses

The quoted price on the **Attachment 1 – COST SHEET** shall include any travel costs.

**C. Bidder's Minimum Qualifications**

1. Bidder must have a minimum of eight (8) years experience performing maintenance and repair on Dairy Machinery.
2. Bidder must have a minimum of four (4) official journey workers or service technicians who are factory-trained on the equipment specified herein. **Apprentices or trainee are not acceptable.** Submit names of workers/technicians and years of service on the Attachment 1 - Cost Sheet. Attach training certificates or other documentation showing training/experience.

**D. Licenses and Permits**

During the term of the contract, the Contractor must maintain all required licenses and/or permits in full force and effect. If and when the State learns that the Contractor has failed to do so, the State may, in addition to any other remedy it may have, immediately terminate this contract without any cost or liability to the State. If, after bid submission, the Contractor replaces or renews a required license or permit or obtains a newly-applicable license or permit, the Contractor shall provide the State with a copy of the renewed or replaced or newly-obtained license or permit within 20 days following the Contractor's receipt of same.

The Contractor shall provide copies of all required license(s) and permit(s) at the time of bid submittal.

1. State of California resellersqpermit.
2. Business license as required by the city, county, or both as determined by bidder's place of business.

**E. Refer to the following pages for additional required attachments that are a part of this IFB.**

## Attachment 1

REQUIRED BID PACKET CHECK LIST

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

Complete this checklist to confirm the items listed below have been included in your bid. Place a check mark or %~~+~~ next to each item that you are submitting. For your bid to be responsive, all required attachments must be returned. This checklist should be returned with your bid package.

Attachment Name/Description

- \_\_\_\_\_ Cost Sheet - Attachment 1
- \_\_\_\_\_ Bid/Bidder Certification Sheet
- \_\_\_\_\_ Bidder Reference(s)
- \_\_\_\_\_ Bidder Qualifications
- \_\_\_\_\_ Darfur Certification **NOTE: Initial only one of 3 options.**
- \_\_\_\_\_ Payee Data Record (STD 204) **NOTE: If company is incorporated, Payee's Legal business name on the STD 204 must match the name registered with the Secretary of State of California.**

## Attachment 1

## Attachment 1 - COST SHEET

The estimated quantities indicated will be used solely for computing the cost as a fair and equitable formula to determine the low bidder and is not binding upon the contracting agency. However, the actual costs quoted by the bidder shall be binding for the term of the Agreement. CALPIA is not obligated to purchase any quantity of services from the contractor.

| Description of Work  | Item   | Details   | Quoted Rates   |
|--|--|---|--|
| Perform maintenance of various dairy machinery described in Scope Work, Section 7.<br>CALPIA Dairy Plant located at CSP-Corcoran, 4001 King Ave., Corcoran, CA 93212                     |  |   |  |
| A. <u>Preventative Maintenance Program</u> - Estimated every two (2) months.<br><br>Quoted rate <b>includes trip charge</b> , if applicable.   | 1. Monday thru Friday<br><br>2. Monday thru Friday                             | First 8 hours per day<br><br>After 8 hours per day  | A.<br>1.\$_____hr<br><br>2.\$_____hr                                       |
| B. <u>Emergency Repair Service</u> - within twenty-four (24) hours of telephone notification.<br><br>Quoted rate <b>includes trip charge</b> , if applicable.                            | 3. Monday thru Friday<br><br>4. Monday thru Friday<br><br>5. Weekends/Holidays | First 8 hours per day<br><br>After 8 hours per day<br><br>Sat. Anytime<br><br>Sun. & Holidays Anytime | B.<br>3.\$_____hr<br><br>4.\$_____hr<br><br>5.\$_____hr<br><br>6.\$_____hr |
| Note: Bidder's rates above include any travel costs, and a normal half hour on-grounds lunch period.   |  |   |  |
| Replacement parts - CALPIA will order and pay for replacement parts on a separate CALPIA Purchase Order. All replacement parts used under this agreement shall be manufacturer-approved. |  |   |  |

\_\_\_\_\_ % Cash discount for payment within \_\_\_\_\_ days of receipt.

Attachment 1 - COST SHEET  
(Continued)

**Qualifying Experience:** Bidder may attach a separate sheet or resume indicating experience required below:

1. Bidder must have a minimum of eight (8) years experience performing maintenance and repair on Dairy Machinery.

2. Bidder must have a minimum of four (4) official journey workers or service technicians who are factory-trained on the equipment specified herein. **Apprentices or trainee are not acceptable.** Submit names or workers/technicians and years of service. Attach training certificates or other documentation showing training/experience.

**NAME OF BIDDER:**

COMPANY NAME

**ADDRESS:**

**AUTHORIZED  
NAME:**

PLEASE PRINT

**AUTHORIZED  
SIGNATURE**



**DATE:**

**TITLE:**

**BID/BIDDER CERTIFICATION SHEET**

This Bid/Bidder Certification Sheet must be signed and returned along with all the "required attachments and documents" as an entire package with original signatures. The bid must be transmitted in a sealed envelope in accordance with Bid Submission instructions. The estimated quantities indicated will be used solely for computing the cost as a fair and equitable formula to determine the best value and is not binding upon the contracting agency. However, the actual costs quoted by the bidder shall be binding for the term of the Agreement.

- A. Our all inclusive bid is submitted as detailed in **Attachment 1 - Cost Sheet**.
- B. All required attachments are included with this certification sheet.
- C. The signature affixed hereon and dated certifies compliance with all the requirements of this bid document. The signature below authorizes the verification of this certification.

**An Unsigned Bid/Bidder Certification Sheet May Be Cause For Rejection**

|   |  |  |   |
|---|--|--|---|
| 1. Company Name   |  | 2.a Telephone Number<br>(   )                            | 2.b. Fax Number<br>(   )                |
| 3. Address  |  |  |   |
| Indicate your organization type:  |  |  |   |
| 4. <input type="checkbox"/> Sole Proprietorship   |  | 5. <input type="checkbox"/> Partnership                  | 6. <input type="checkbox"/> Corporation |
| Indicate the applicable employee and/or corporation number:   |  |  |   |
| 7. Federal Employee<br>ID No. (FEIN/SSN)  |  | 8. California<br>Corporation No.                         |   |
| 9. Indicate applicable license and/or certification information:  |  |  |   |
| Contractor's State Licensing Board Number:  |  | 10. PUC License Number CAL-<br>T:                        | 11. Other Licenses:                     |
| 12. Bidder's Name (Print)   |  | 13. Title  |   |
| 14. <b>Signature</b>  |  | 15. Date   |   |
| 16. For accounting reporting purposes, please provide the following information: Are you certified with the California Department of General Services, Office of Small Business Certification and Resources (OSBCR) as: |  |  |   |
| a. California Small Business  |  | Micro Business   |   |
| Yes <input type="checkbox"/> No <input type="checkbox"/>  |  | Yes <input type="checkbox"/> No <input type="checkbox"/> |   |
| If yes, enter certification number below:   |  | b. Disabled Veteran Business Enterprise                  |   |
| Expiration Date:  |  | Yes <input type="checkbox"/> No <input type="checkbox"/> |   |
| _____   |  | If yes, enter your service code below:                   |   |
| _____   |  | _____  |   |
| <b>FOR BSS ONLY:</b>  |  |  |   |
| Contract Start Date _____   |  | Contract Number _____                                    |   |
| Contract End Date _____   |  | Contract End Date _____                                  |   |

**Completion Instructions for Bid/Bidder Certification Sheet**

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

| Item Numbers   | Instructions   |
|----------------|--|
| 1, 2a, 2b, 3   | Must be completed. 1. Enter your full legal name if sole proprietor or independent contractor. All other items are self-explanatory. If company is incorporated, then company name must match the name registered with the California Secretary of State's Office.   |
| 4              | Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.   |
| 5              | Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.    |
| 6              | Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.  |
| 7              | Enter your federal employee tax identification number or social security number if independent contractor.   |
| 8              | Complete if you are a corporation: Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.   |
| 9              | Complete if your firm holds a California contractor's license. This information will be used to verify possession of a contractor's license for public works agreements.   |
| 10             | Complete if your firm holds a PUC license. This information will be used to verify possession of a PUC license for public works agreements.  |
| 11             | Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being procured.   |
| 12, 13, 14, 15 | Must be completed. These items are self-explanatory.   |
| 16             | This information is requested by CALPIA Accounting. If certified as a Small Business Enterprise/Micro Business, place a check in the "Yes" box, and enter your certification number and expiration date on the lines. If certified as a Disabled Veterans Business Enterprise, place a check in the "Yes" box and enter your service code on the line. If you are not certified to one or both, place a check in the "No" box. |

**BIDDER REFERENCES**

**Submission of this attachment is mandatory. Failure to complete and return this form with your bid will cause your bid to be rejected and deemed non-responsive, unless otherwise instructed in the Bid Submission section.**

1. List all references where similar types of services were performed within the last year. Use additional sheets for complete narrative of services provided. If three references cannot be provided, please explain why on an attached sheet of paper.

**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

(Required when receiving payment from the State of California in lieu of IRS W-9)  
STD. 204 (Rev. 6-2003)

|  |  |  |  |                              |  |
|--|--|--|--|------------------------------|--|
| CST-201 (Rev. 9-2007)  |  |  |  |                              |  |
| <b>INSTRUCTIONS:</b> Complete all information on this form. Sign, date, and return to the State agency (department/office) address shown at the bottom of this page. Prompt return of this <b>fully completed</b> form will prevent delays when processing payments. Information provided in this form will be used by State agencies to prepare Information Returns (1099). See reverse side for more information and Privacy Statement.<br><b>NOTE:</b> Governmental entities, federal, State, and local (including school districts), are not required to submit this form. |  |  |  |                              |  |
| 1  |  |  |  |                              |  |
| 2  |  | <b>PAYEE'S LEGAL BUSINESS NAME</b> (Type or Print)   |  |                              |  |
|  |  | <b>SOLE PROPRIETOR – ENTER NAME AS SHOWN ON SSN</b> (Last, First, M.I.)  |  | <b>E-MAIL ADDRESS</b>        |  |
|  |  | <b>MAILING ADDRESS</b>   |  | <b>BUSINESS ADDRESS</b>      |  |
|  |  | <b>CITY, STATE, ZIP CODE</b>   |  | <b>CITY, STATE, ZIP CODE</b> |  |
| 3<br><br>PAYEE ENTITY TYPE<br><br>CHECK ONE BOX ONLY   |  | <b>ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN):</b> [ ][ ] - [ ][ ][ ][ ][ ][ ][ ][ ][ ][ ]  |  |                              | <b>NOTE:</b><br>Payment will not be processed without an accompanying taxpayer I.D. number |
|  |  | <input type="checkbox"/> <b>PARTNERSHIP</b> <b>CORPORATION:</b>  |  |                              |  |
|  |  | <input type="checkbox"/> <b>ESTATE OR TRUST</b> <input type="checkbox"/> <b>MEDICAL</b> (e.g., dentistry, psychotherapy, chiropractic, etc.)<br><input type="checkbox"/> <b>LEGAL</b> (e.g., attorney services)<br><input type="checkbox"/> <b>EXEMPT</b> (nonprofit)<br><input type="checkbox"/> <b>ALL OTHERS</b>  |  |                              |  |
|  |  | <input type="checkbox"/> <b>INDIVIDUAL OR SOLE PROPRIETOR</b><br><b>ENTER SOCIAL SECURITY NUMBER:</b> [ ][ ][ ] - [ ][ ][ ] - [ ][ ][ ][ ][ ][ ][ ][ ][ ][ ]<br>(SSN required by authority of California Revenue and Tax Code Section 18646)   |  |                              |  |
| 4<br><br>PAYEE RESIDENCY STATUS  |  | <input type="checkbox"/> California resident - Qualified to do business in California or maintains a permanent place of business in California.<br><input type="checkbox"/> California nonresident (see reverse side) - Payments to nonresidents for services may be subject to State income tax withholding.<br><input type="checkbox"/> No services performed in California.<br><input type="checkbox"/> Copy of Franchise Tax Board waiver of State withholding attached. |  |                              |  |
| 5  |  | <b>I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the State agency below.</b>   |  |                              |  |
|  |  | <b>AUTHORIZED PAYEE REPRESENTATIVE'S NAME</b> (Type or Print)  |  | <b>TITLE</b>                 |  |
|  |  | <b>SIGNATURE</b>   |  | <b>DATE</b>                  | <b>TELEPHONE</b><br>(     )  |
| 6  |  | <b>Please return completed form to:</b><br><br><b>Department/Office:</b> California Prison Industry Authority _____<br><b>Unit/Section:</b> Business Services Section _____<br><b>Mailing Address:</b> 560 East Natoma Street _____<br><b>City/State/Zip :</b> Folsom, CA 95630 _____<br><b>Telephone:</b> _____ <b>Fax:</b> (916)    358-1811 _____<br><b>E-mail Address:</b> _____   |  |                              |  |

**STATE OF CALIFORNIA-DEPARTMENT OF FINANCE**  
**PAYEE DATA RECORD**

State of California

Bid S16010972

(Required when receiving payment from the State of California in lieu of IRS W-9)

STD. 204 (Rev. 6-2003)

Page 2

|  |   |  |                     |                 |                     |                                      |                |          |                |
|--|---|--|---------------------|-----------------|---------------------|--------------------------------------|----------------|----------|----------------|
| <b>1</b>                                     | <p><b><u>Requirement to Complete Payee Data Record, STD. 204</u></b></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>   |  |                     |                 |                     |                                      |                |          |                |
| <b>2</b>                                     | <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>   |  |                     |                 |                     |                                      |                |          |                |
| <b>3</b>                                     | <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). 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>   |  |                     |                 |                     |                                      |                |          |                |
| <b>4</b>                                     | <p><b><u>Are you a California resident or nonresident?</u></b></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:</p> <table><tr><td>Withholding Services and Compliance Section:</td><td>1-888-792-4900</td><td>E-mail address:</td><td>wscs.gen@ftb.ca.gov</td></tr><tr><td>For hearing impaired with TDD, call:</td><td>1-800-822-6268</td><td>Website:</td><td>www.ftb.ca.gov</td></tr></table> | 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 |
| 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      |                 |                     |                                      |                |          |                |
| <b>5</b>                                     | <p>Provide the name, title, signature, and telephone number of the individual completing this form. Provide the date the form was completed.</p>  |  |                     |                 |                     |                                      |                |          |                |
| <b>6</b>                                     | <p>This section must be completed by the State agency requesting the STD. 204.</p>  |  |                     |                 |                     |                                      |                |          |                |

Privacy Statement

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.

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.

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. All questions should be referred to the requesting State agency listed on the bottom front of this form.

Pursuant to Public Contract Code section 10478, if a bidder or proposer currently or within the previous three years has had business activities or other operations outside of the United States, it must certify that it is not a scrutinized company as defined in Public Contract Code section 10476.

Therefore, to be eligible to submit a bid or proposal, please insert your company name and Federal ID Number and complete only one of the following three paragraphs (via initials for Paragraph # 1 or Paragraph # 2, or via initials and certification for Paragraph # 3):

|   |                          |
|---|--------------------------|
| <i>Company/Vendor Name (Printed)</i>                                    | <i>Federal ID Number</i> |
| <i>Printed Name and Title of Person Initialing (for Options 1 or 2)</i> |                          |

1. \_\_\_\_\_ We do not currently have, and have not had within the previous  
Initials three years, business activities or other operations outside of the United States.

**OR**

2. \_\_\_\_\_ We are a scrutinized company as defined in Public Contract Code  
Initials section 10476, but we have received written permission from the Department of General Services (DGS) 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.

**OR**

3. \_\_\_\_\_ We currently have, or we have had within the previous three years,  
Initials business activities or other operations outside of the United States,  
+ certification but we certify below that we are not a scrutinized company  
below as defined in Public Contract Code section 10476.

**CERTIFICATION For # 3.**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective proposer/bidder to the clause listed above in # 3. This certification is made under the laws of the State of California.

|   |  |
|---|--|
| <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> |



STATE OF CALIFORNIA  
**STANDARD AGREEMENT**  
 STD 213 (Rev 6/21/06)

AGREEMENT NUMBER

**S16010972**

REGISTRATION NUMBER

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

STATE AGENCY'S NAME

California Prison Industry Authority

CONTRACTOR'S NAME

2. The term of this Agreement is: XXXX, 2010 or upon approval, whichever is the later, through XXXXX, 2013

3. The maximum amount of this Agreement is: \$ Dollars and No Cents

4. The parties agree to comply with the terms and conditions of the following exhibits that by this reference made a part of the Agreement.

|                                      |          |
|--------------------------------------|----------|
| Scope of Work and Payment Provisions | 3 pages  |
| Attachment 1 - Cost Sheet            | 2 page   |
| General Provisions REV-408*          | 17 pages |
| Security Provisions REV-1007*        | 5 pages  |

**NOTE:** Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached. These documents can be viewed at <http://www.calpia.ca.gov>, (select General Info tab, then select Doing Business with CALPIA).

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

**CONTRACTOR**

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

BY (Authorized Signature)

DATE SIGNED(Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

**STATE OF CALIFORNIA**

AGENCY NAME

California Prison Industry Authority

BY (Authorized Signature)

DATE SIGNED(Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

560 East Natoma Street, Folsom, CA 95630

## Scope of Work and Payment Provisions

## SCOPE OF WORK

1. Contractor agrees to provide to the California Prison Industry Authority (CALPIA) with Preventative Maintenance Program (PMP) and a reliable 24-hour on-call emergency repair service on various dairy machinery, as described herein. Contractor to perform the services at the California State Prison-Corcoran (CSP-COR).
  - A. The Contractor shall furnish all labor, including travel and per diem, transportation, equipment and every other item of expense necessary to perform services.
  - B. Replacement parts to be procured by the CALPIA.
  - C. CALPIA anticipates the proposed contract term will be for a three (3) year period with an option to amend the contract for one additional year.
2. The services shall be performed at the CALPIA Dairy Plant located at CSP-Corcoran, 4001 King Ave. Corcoran, CA 93212.
3. The services shall be provided during normal working hours, Monday through Friday from 8:00 a.m. to 5:00 p.m.
4. Service shall be available not later than the express date set by CALPIA and the Contractor, after all approvals have been obtained, the agreement is fully executed, and an ERP<sub>LX</sub> Tracking Number is issued. Should the Contractor fail to commence work at the agreed upon time, the CALPIA, upon five (5) days written notice to the Contractor, reserves the right to terminate the agreement effective immediately. In addition, the Contractor shall be liable to the CALPIA for the difference between Contractor's bid price and the actual cost of performing work by another best value contractor.
5. The project representatives during the term of this agreement will be:

|   |               |
|---|---------------|
| State Agency: CALPIA                            | Contractor:   |
| Section/Unit: CSP-COR . Dairy                   | Section/Unit: |
| Attention:                                      | Attention:    |
| Address: 4001 King Avenue<br>Corcoran, CA 93212 | Address:      |
| Phone:  | Phone:        |
| Fax:  | Fax:          |

6. Contractor shall furnish to the CALPIA a certificate of insurance, stating that there is Commercial General Liability, Workers Compensation and any other insurance the CALPIA deems appropriate under the contract, see General Provisions, Item 39.
7. Preventative Maintenance Program (PMP) services for the CSP-COR Dairy Equipment.
  - A. Contractor shall perform a detailed inspection every two months of each area of the equipment below with a written report stating the condition of the equipment and any maintenance requirements.

## Scope of Work and Payment Provisions

PMP services include:

- 1) A thorough check of all pulsators in milking and hospital barns.
  - 2) Cleaning and identifying units in need of repair in milking and hospital barns.
  - 3) Itemize parts in need of replacement.
  - 4) Machine adjustments to correct deficiencies.
  - 5) Checking all lubrication points, replacing filters.
  - 6) Clean and flush vacuum pumps.
  - 7) Check for and correct all leaking or bad pump and agitator seals. Replace gaskets in butterfly valves and where needed.
  - 8) Check for and repair all malfunctioning automatic detachers.
  - 9) Check and repair ice machines, replace Freon when needed.
- B. Consult with the CSP-COR Dairy Superintendent II on operational or maintenance procedures. Make recommendations and any necessary repairs.
- C. Provide an itemized list of recommended repair parts to be purchased by CALPIA.
- D. Make any required adjustments or repairs on equipment to ensure operating efficiency.
- E. Upon approval from CSP-COR Dairy Superintendent II, install repair parts and/or update kits.
8. Emergency Services - Contractor agrees to respond to emergency calls within twenty-four (24) hours of phone notification.
9. All work to be performed to the satisfaction of the CSP-COR Dairy Superintendent II and/or designee.

## PAYMENT PROVISIONS

### 1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the CALPIA agrees to compensate the Contractor in accordance with the amount specified in **Attachment 1 – COST SHEET**, which is attached hereto and made part of this agreement.
- B. Invoices shall be itemized and include the time period covered by the invoice, work completed for the period (detailed statement of services) and number of hours worked (if applicable). Invoices shall include the ERPlx Number and the Agreement Number shown in the upper right corner of the STD 213 and shall be submitted in triplicate not more frequently than once every thirty (30) days in arrears to:

CALPIA . CSP-COR  
Attention: Accounts Payable  
Address: 4001 King Ave.  
Corcoran, CA 93212

## Scope of Work and Payment Provisions

### 2. AVAILABILITY OF FUNDS

All financial obligations of CALPIA for the fiscal year(s) encompassed by the term of this agreement are subject to the availability and approval of funding by the Prison Industry Board and/or the presence of sufficient funds to cover those obligations in the fund from which those obligations are to be paid. If such obligations are, or become contingent, on funding by and/or through the CALPIA budget or on the availability of federal funds or on the action of any Legislative body, said obligations are contingent on the appropriation and availability of funds for the purpose of meeting those obligations. If insufficient funds are approved or appropriated or otherwise available in order to meet CALPIA's obligations under this agreement, CALPIA may immediately terminate this agreement.

### 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.

### 4. CASH DISCOUNTS

CALPIA has a history of taking cash discounts and intends to take advantage of cash discounts offered when they are in the best interest of the CALPIA.

## DARFUR CERTIFICATE

Pursuant to Public Contract Code section 10478, if a bidder or proposer currently or within the previous three years has had business activities or other operations outside of the United States, it must certify that it is not a "scrutinized" company as defined in Public Contract Code section 10476.

Therefore, to be eligible to submit a bid or proposal, please insert your company name and Federal ID Number and complete only one of the following three paragraphs (via initials for Paragraph # 1 or Paragraph # 2, or via initials and certification for Paragraph # 3):

|   |                          |
|---|--------------------------|
| <i>Company/Vendor Name (Printed)</i>                                    | <i>Federal ID Number</i> |
| <i>Printed Name and Title of Person Initialing (for Options 1 or 2)</i> |                          |

1. \_\_\_\_\_ We do not currently have, and have not had within the previous  
Initials three years, business activities or other operations outside of the United States.

**OR**

2. \_\_\_\_\_ We are a scrutinized company as defined in Public Contract Code  
Initials section 10476, but we have received written permission from the Department of General Services (DGS) 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.

**OR**

3. \_\_\_\_\_ We currently have, or we have had within the previous three years,  
Initials business activities or other operations outside of the United States,  
+ certification but we certify below that we are not a scrutinized company  
below as defined in Public Contract Code section 10476.

### **CERTIFICATION For # 3.**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective proposer/bidder to the clause listed above in # 3. This certification is made under the laws of the State of California.

|   |  |
|---|--|
| <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> |

## 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 California Prison Industry Authority in response to a solicitation.
- c. **Solicitation** means the process of notifying prospective bidders that California Prison Industry Authority is requesting bids for furnishing goods or services.

### 2. Submission of Bids:

All bids must be submitted under sealed cover and sent to the California Prison Industry Authority by dates and times shown in the time schedule set forth in the Invitation for Bid (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 your 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 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 or by transmission errors or delays or mis-delivery.

**Bidders Instructions - General**

- 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 California Prison Industry Authority may reject any or all bids at any time for any reason, and the California Prison Industry Authority may waive any immaterial deviation in a bid. The California Prison Industry Authority'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 California Prison Industry Authority.
- 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 California Prison Industry Authority prior to the bid submission deadline. A bid may not be withdrawn after the submission deadline unless approved by the California Prison Industry Authority.
- 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 California Prison Industry Authority 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 California Prison Industry Authority 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 the California Prison Industry Authority it is the responsibility of the bidder to advise the California Prison Industry Authority of its intention to provide a bid so that any addenda or other correspondence related to this IFB may be sent to the bidder.

## **Bidders Instructions - General**

- p. Bidders are cautioned not rely on the California Prison Industry Authority 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 specified, 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

## **Bidders Instructions - General**

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.

### **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 WTO 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.

## **Bidders Instructions - General**

### **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 California Prison Industry Authority 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 (5<sup>th</sup>) 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

## **Bidders Instructions - General**

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 California Prison Industry Authority 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 California Prison Industry Authority reserves the right to issue multiple contracts if, at its sole discretion, the California Prison Industry Authority determines that doing so is in the California Prison Industry Authority's best interests.

### **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. Please complete the Bidder/Supplier Responsibility Information form and return it with your bid.

### **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

## **Bidders Instructions - General**

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 California Prison Industry Authority 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 California Prison Industry Authority 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 California Prison Industry Authority 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 California Prison Industry Authority, at its sole discretion, 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 California Prison Industry Authority at the California Prison Industry Authority's sole discretion, the California Prison Industry Authority may purchase any required line item from other than the contractor.

### **22. Ordering Procedure: (Materials Only)**

Orders are to be issued by the California Prison Industry Authority 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 California Prison Industry Authority 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. This 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 the contact information.

### **24. The California Prison Industry Authority's Rights**

- a. The California Prison Industry Authority reserves the right to modify or cancel in whole or in part its solicitation at any time prior to contract award.
- b. The California Prison Industry Authority reserves the right to reject any or all bids at any time or for any reason. Among other things, the California Prison Industry Authority may reject a bid if the California Prison Industry Authority determines

## Bidders Instructions - General

that a bidder's bid was non-responsive to the solicitation requirements or if the California Prison Industry Authority determines that a bidder is not a responsible supplier.

- c. The California Prison Industry Authority may waive any irregularity in any bid if the California Prison Industry Authority, at its sole discretion, determines that it is in the California Prison Industry Authority'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 California Prison Industry Authority'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. The 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 the California Prison Industry Authority 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 only, 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 only, 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.

## **Bidders Instructions - General**

- c. The California Prison Industry Authority 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 the California Prison Industry Authority, must be furnished at no cost to the California Prison Industry Authority unless otherwise provided.
- b. The sample or samples furnished must be identical in all respects to the product or products being offered to the California Prison Industry Authority.
- 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 California Prison Industry Authority to determine if the item offered is equivalent to and meets the minimum standards of quality acceptable to the California Prison Industry Authority 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 California Prison Industry Authority, 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 California Prison Industry Authority'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 California Prison Industry Authority prior to the closing time set to receive bids.
- b. The California Prison Industry Authority, 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 your filing obligation as set forth herein and in Government Code, Section 87302, will be deemed a material breach of an agreement, and may subject you to other penalties (see Government Code, Sections 87300, 91000, 91003.5, 91004 and 91005.5).

## **Bidders Instructions - General**

- 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 1<sup>st</sup> 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 must complete and submit to the California Prison Industry Authority the Payee Data Record (STD 204), to determine if the Contractor is subject to state income tax withholding pursuant to California Revenue and Taxation Code Sections 18662 and 26131. This form can be found on the Internet at [www.pia.ca.gov](http://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.

### **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 California Prison Industry Authority. The California Prison Industry Authority 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 California Prison Industry Authority 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, you may contact the Contract Analyst listed elsewhere in this solicitation.

#### **CALIFORNIA RELAY SERVICE**

Voice: 1-800-735-2922 or

1-888-877-5379

TTY: 1-800-735-2929 or

1-888-877-5378

Speech-to-Speech: 1-800-854-7784

## **Bidders Instructions - General**

Note: To ensure that we can meet your need, it is best that we receive your request for reasonable modification 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) calendar 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.

## Question and Answers for Bid #S16010972 - Preventative Maintenance of Dairy Machinery

### OVERALL BID QUESTIONS

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

Question Deadline: Jan 27, 2010 10:00:00 AM PST