**December 2022**

**INVITATION FOR BID (IFB)**

**Notice to Prospective Bidders**

You are invited to review and respond to this IFB

BID NUMBER #C22-32221

**VENDING MACHINE CONTRACT**

[Title]

In submitting your bid, you must comply with the instructions found herein.

You are invited to review and respond to this Invitation for Bid (IFB) # [Category], for [Title]for the Department of Rehabilitation. In submitting your bid, you must comply with these instructions.

**THIS SOLICITATION INCLUDES THE SMALL BUSINESS (SB) AND DISABLED VETERANS BUSINESS ENTERPRISE (DVBE) INCENTIVES**

Note that all agreements entered into with the State of California will include by reference General Terms and Conditions and Contractor Certification Clauses that may be viewed and downloaded at Internet site <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>. If you do not have Internet access, a hard copy can be provided by contacting the person listed below.

In the opinion of the Department of Rehabilitation, this IFB is complete and without need of explanation. However, if you have questions regarding this IFB, they must be submitted in

writing, via email to the Contract Analyst listed below by the date listed in the **Key Action Dates on page 3**. All questions and answers will be posted on the **Cal eProcure** website at <https://caleprocure.ca.gov/pages/index.aspx> by the date listed in the **Key Action Dates.**

**All questions must be asked in writing via email and will be answered in Cal eProcure.**

The contract analyst for this IFB is: Nathaniel Hayes Nathaniel.Hayes@dor.ca.gov

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

**A) Purpose and Description of Services**

Contractor agrees to supply all labor, materials, tools, vending machine equipment, products and transportation necessary to perform all services required for the vending machines on behalf of the Department of Rehabilitation’s Business Enterprises Program.

The anticipated contract term dates are **Upon Approval –** [Publish Date]. The projected gross receipts for a three-year period are **$36,000.00.** This amount is an estimate only. The awarded contractor must submit commissions based on the actual gross income which reflects monthly meter readings. [Subject]**.**

**Bids must address all services described in Exhibit A - Scope of Work and Exhibit A.1, Locations and Equipment**

This IFB shall give the option to amend for more time and money in the event that additional services must be performed which were wholly unanticipated and not specified in the original written Scope of Work, but which in the opinion of both parties is necessary to the successful accomplishment of the general scope of work outlined, however, an amendment for these additional services to the agreement must be executed prior to any work being authorized by DOR.

**B)** **Bidder Minimum Qualifications: Proof Required at bid opening**

 PLEASE NOTE: Bidders shall resubmit proof of qualifications when submitting each new bid proposal. Documents on file with previously awarded contracts shall not be referenced and/or considered.

1. **License(s) And Permit(s):** The Contractor shall be an individual or firm currently licensed to do business in California and shall obtain at his/her expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this contract. If you are a Contractor located within the State of California, a business license from the city/county **in which you are headquartered** is necessary; however, if you are a corporation, a copy of your incorporation documents/letter from the Secretary of State’s Office can be submitted. If you are a Contractor outside the State of California, you are required to submit to the Department of Rehabilitation a copy of your business license or incorporation papers for your respective State showing that your company is in good standing in that state.
2. **Proof of Current Insurance Certificates:** Mandatory limits of $1,000,000.00 each on Commercial General Liability, Commercial Automobile Liability and Workers’ Compensation Insurance if applicable or Exemption/Waiver Statement. Unless otherwise stated,

**the bidder shall meet all qualifications and insurance requirements at the time**

**of the bid opening by submitting evidence of current insurance(s) certificates. (See Exhibit D for complete details regarding insurance requirements).**

1. **Servicing Location Sites** Contract is conditioned on the contractor maintaining a principal point of business, or a physical branch office, **within one hundred (100) miles of the Vending location sites**. The Department of Rehabilitation shall have

the option to cancel this Agreement with no liability occurring to the State if this

contract term is not upheld by the contractor. Note: A “Post Office Box” address will

not be accepted.

1. **Prohibition on Tax Delinquency**

Any Agreement that a state agency enters into after July 1, 2012, is void if the contract is between a state agency and a contractor whose name appears on either list of the 500 largest tax delinquencies pursuant to Section 7063 or 19195 of the Revenue and Taxation Code. (Public Contract Code Section 10295.4). In accordance with Public Contract Code Section 10295.4, agencies are required to cancel Agreements with entities that appear on either list.

(Franchise Tax Board) <https://www.ftb.ca.gov/about-ftb/newsroom/top-500-past-due-balances/index.html>

(California Department of Tax and Fee Administration) <https://www.cdtfa.ca.gov/taxes-and-fees/top500.htm>

1. **Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion:**

Expenditures from this Contract may involve Federal funds. The Federal Department of Labor requires all State agencies which are expending Federal funds to have in the Contract file a certification by the Contractor that they have not been debarred nor suspended from doing business with the Federal government.

***Failure to submit the required documents (i.e., licenses, permits, insurances and/or signed workers’ compensation waiver statement) as listed above in Section B, 1) and 2) will be considered non-responsive.***

**C) Bid Requirements and Information**

1. **Key Action Dates:**

**EVENT DATE/TIME**

**IFB available to prospective Bidders December 7, 2022**

**Deadline to ask Questions December 14, 2022 by 2:00pm**

**Deadline to post Q&A to Cal eProcure December 21, 2022**

**Final Date for Bid Submission January 6, 2023, by 2:00pm**

**Bid Opening January 9, 2023, at 2:00pm**

**Anticipated Intent to Award January 10, 2023**

**Five (5) day protest period January 17, 2023 to January 23, 2023**

**Anticipated Award Date January 24, 2023**

**Contract Period\* Upon Approval through** [Publish Date]

1. **Questions Regarding the IFB:**

Any questions regarding this IFB must be submitted in writing, via email to the contract analyst listed on page 1. Emails should include the individual's name, firm name, address, and must reference the IFB #. All answers will be posted on the **Cal eProcure** website. It is the responsibility of the Bidder to check the California State Contract Register at <https://caleprocure.ca.gov/pages/index.aspx> when inquiring about an addendum, questions, answers, and any other posts related to this IFB.

**3) Submission of Bid**:

**(PREFERED)** Bids may submitted via email to Nathaniel.Hayes@dor.ca.gov.The subject line of the email must read as follows: **Bid #C22-32221 Humboldt County and Del Norte County Vending Machine Revenue Contract Bid Opening Date January 9, 2023 at 2:00pm** or

2. Bids may be submitted under **sealed** cover and sent to the DOR by US Postal Service Deliveries or Hand Delivered (i.e. UPS, Express Mail, Federal Express) by the dates and times shown in Section C, Bid Requirements and Information, Item 1) Key Action Dates, (page X). Email is preferred, however, if you chose this option, you must notify the analyst via email at Nathaniel.Hayes@dor.ca.gov **PRIOR** to sending your bid via mail.

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:

**\*\*\*\*\*\*\*\*\*\*\*\*\*DO NOT OPEN\*\*\*\*\*\*\*\*\*\*\*\*\*\*\***

**Department of Rehabilitation**

**Contract Section - Attn: Nathaniel Hayes**

### 721 Capitol Mall, 6th Floor

**Sacramento, California 95814**

**IFB#** [Category]

[Title]

***Please note*:**

**If a contractor is delinquent in commission payments, that account must be cleared before the bid opening or the bid may be rejected. If a contractor has had an agreement terminated by the Department of Rehabilitation for cause other than commission payments within the last twelve months, the bid may be rejected. If the contractor has had an agreement terminated by the Department of Rehabilitation for non-payment of commissions, regardless of the time frame, then those payments must be paid prior to the bid opening or that bid will be rejected. If the contractor has any outstanding commissions that are over 12 months old as of the date of the bid, payment must be received prior to bid submission or the bid may be rejected.**

a) Bids not submitted under sealed cover will be rejected.

* 1. All bids shall include the documents identified in Attachment 1, Required Attachment Checklist. Bids not including the proper "required attachments" shall be deemed non-responsive. A non-responsive bid is one that does not meet the basic bid requirements and will be rejected.

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

d) A bid will be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind.The State may reject any or all bids and may waive an immaterial deviation in a bid. The State's waiver of an immaterial deviation shall in no way modify the IFB document or excuse the Bidder from full compliance with all requirements if awarded this Agreement.

e) Costs incurred for developing bids and in anticipation of award of this Agreement are entirely the responsibility of the Bidder and shall not be charged to the State of California.

f) All documents requiring a signature must bear an original signature or electronic signature of a person authorized to bind the Bidder Contractually. The signature should indicate the title or position that the individual holds in the firm. That person shall sign the Bid/Bidder Certification Sheet. An unsigned Bid/Bidder Certification Sheet will be rejected.

g) A Bidder may modify a bid after its submission by withdrawing its original bid and resubmitting a new bid prior to the bid submission deadline. Bidder modifications offered in any other manner, oral or written, will not be considered.

1. A Bidder may withdraw its bid by submitting a written withdrawal request to the State, via hand delivery, US Mail, FedEx, or UPS, signed by the Bidder or an authorized agent. A Bidder may thereafter submit a new bid prior to the bid submission deadline. Bids may not be withdrawn without cause subsequent to bid submission deadline.
2. The State may modify the IFB prior to the date fixed for submission of bids by the issuance of an addendum to all parties who received a bid package.
3. The State reserves the right to reject all bids. The agency is not required to award an Agreement.
4. Before submitting a response to this solicitation, Bidders should review, correct all errors and confirm compliance with the IFB requirements.
5. Where applicable, Bidder should carefully examine work sites and specifications. Bidder shall investigate conditions, character, and quality of surface or subsurface materials or obstacles that might be encountered. No additions or increases to this Agreement amount will be made due to a lack of careful examination of work sites and specifications.

m) The State does not accept alternate Contract language from a prospective Contractor. A bid with such language will be considered a counter proposal and will be rejected. The State’s General Terms and Conditions (GTC 04/2017) are not negotiable.

n) No oral understanding or Agreement shall be binding on either party.

**4) Evaluation and Selection:**

a) At the time of bid opening, each bid will be checked for the presence or absence of required information in conformance with the submission requirements of this IFB.

b) The State will evaluate each bid to determine its responsiveness to the published requirements.

1. Bids that contain false or misleading statements, or which provide references, which do not support an attribute or condition claimed by the bidder, may be rejected.
2. Any award, if any, will be awarded to the highest responsive bidder upon receipt of signed contract.
3. **Any bid may be rejected whenever the determination is made by the State that the bid received is not in accordance with current *NAMA Operating Ratio Report* (**[**www.vending.org**](http://www.vending.org)**).**
4. **Any bid that promises a commission rate above 24% must provide an explanation on how commission rate is achievable using the attached form (Exhibit B Attachment B.2).**

**5) Award and Protest:**

a) Whenever an agreement is awarded under a procedure which provides for competitive bidding, but the agreement is not to be awarded to the highest bidder, the highest bidder shall be notified by telegram, electronic facsimile transmission (fax), overnight courier, or personal delivery within five (5) working days prior to the award of the agreement.

1. Award if made, will be to the most reasonable, responsive and responsible bidder.
2. **Failure of the highest responsive bidder to submit all required documents within 10 business days after notice of award (i.e., bid documents, licenses, permits, insurances and/or signed workers’ compensation waiver statement, as listed in 1) and 2) above) and bid documents, will be considered non-responsive and the DOR will have the option to withdraw the award.**

d) Contractor must sign and submit to the awarding agency, page one (1) of the Contractor Certification Clauses (CCC), which can be found on the Internet at <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>

1. Tie Breakers: In case of a tie, a coin toss will be administered by the Contracts and Procurement Section with two witnesses present to determine the winning bid.
2. If any Bidder, prior to the award of an Agreement, files a written protest during the five (5) day protest period with the Department of General Services, Office of Legal Services, 707 Third Street, 7th Floor, Suite 7-330, West Sacramento, California 95605 and the DOR on the grounds that the (protesting) Bidder is the highest responsive responsible Bidder, this Agreement shall not be awarded until either the protest has been withdrawn or the Department of General Services has decided the matter.
3. Within five (5) days after filing the initial protest, the protesting Bidder shall file with the Department of General Services and the DOR a detailed written statement specifying the grounds for the protest. The written protest must be

sent to the Department of General Services, Office of Legal Services, 707 Third Street, 7th Floor, Suite 7-330, West Sacramento, California 95605. A copy of the detailed written statement should be mailed to the DOR. It is suggested that you submit any protest by certified or registered mail.

1. Upon resolution of the protest and award of this Agreement, Contractor must have sign and submitted to the DOR, *page one (1)* of the Contractor Certification Clauses (CCC-4/2017), which can be found on the Internet at [www.dgs.ca.gov/contracts](http://www.dgs.ca.gov/contracts). This document is only required if the Contractor has not submitted this form to the DOR within the last three (3) years.

**6) Disposition of Bids**:

a) Upon bid opening, all documents submitted in response to this IFB will become the property of the State of California, and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.). *However, the contents of all proposals, draft bids, correspondence, agenda, memoranda, working papers, or any other medium, which discloses any aspect*

*of a bidder's proposal, shall be held in the strictest confidence until the award is made. The content of all working papers and discussions relating to a bid shall be held confidential indefinitely unless the public's interest is best served by disclosure because of its direct pertinence to a decision, agreement, or evaluation of a bid. Any disclosure of this subject by the bidder prior to the award is a basis for rejecting a bid and ruling the bidder ineligible to further participate in the bidding process.*

b) Bid packages may be returned only at the bidder's expense, unless such expense is waived by the awarding agency.

**7) Agreement Execution and Performance:**

1. Performance shall start not later than 15 days, or on the express date set by the awarding agency and the Contractor, after all approvals have been obtained and the agreement is fully executed. Should the Contractor fail to commence work at the agreed upon time, the awarding agency, upon five (5) days written notice to the Contractor, reserves the right to terminate the agreement. In addition, the Contractor shall be liable to the State for the difference between the Contractor’s bid price and the actual cost of performing work by the second highest bidder or by another Contractor.
2. Resolution of differences between IFB and contract language:

If an inconsistency or conflict arises between the terms and conditions appearing in the final agreement and the proposed terms and conditions appearing in this IFB, any inconsistency or conflict will be resolved by giving precedence to the agreement.

1. Subcontracting: **No** subcontracting will be allowed with this contract opportunity.

**8) Anti-Trust GC 4550 et seq., BP 16720-27, SCM 5.30:**

The antitrust laws are a system of California and federal laws that prohibit unwarranted restraints on free and open competition. If an agency suspects antitrust activity (such as bid-rigging or price fixing), the agency shall contact the Attorney General’s office.

**9) Confidentiality:**

a) Contractor agrees that any report or material created during the performance of this agreement will not be released to any source except as required by this agreement or otherwise authorized by DOR.

b) Contractor agrees that any information obtained in the performance of this agreement is confidential and shall not be published or open to public inspection in any manner, except as authorized by DOR.

c) Contractor agrees to maintain the confidentiality of any information concerning any consumers that the contractor may obtain in the performance of this agreement and specifically agrees to comply with the provisions applicable to such information as set forth in 34 Code of Federal Regulations, Section 361.38, title 9, California code of Regulations, Section 7140 et seq., and the Information Practices Act of 1977 (California Civil Code Section 1798 et seq.)

d) Contractor agrees to report any security breach or information security incident involving DOR consumers’ personal information to the DOR’s Contract Administrator and the DOR’s Information Security Officer. The DOR’s Information Security Officer can be contacted via e-mail at isoinfo@dor.ca.gov.

e) Security breaches or information security incidents that shall be reported include, but are not limited to:

1. Inappropriate use or unauthorized disclosure of DOR consumers’ personal information by the Contractor or the Contractor’s assignees. Disclosure methods include, but are not limited to, electronic, paper, and verbal. Unauthorized access to DOR consumers’ personal information. Information can be held in medium that includes, but is not limited to, electronic and paper.
2. **Loss or theft of information technology (IT) equipment, electronic devices/media, paper media, or data containing DOR consumers’ personal information. IT equipment and electronic devices/media include, but are not limited to, computers (e.g., laptop and desktop, netbooks, tablets), smartphones, cell phones, CDs, DVDs, USB flash drives, servers, printers, peripherals, assistive technology devices**

**(e.g., note-takers, videophones), and copiers. Data can be held in medium that includes, but is not limited to, electronic and paper.**

f) Contractor agrees to provide annual security and privacy training for all individuals who have access to personal, confidential, or sensitive information relating to the performance of this agreement.

g) Contractor agrees to obtain and maintain acknowledgements from all individuals to evidence their understanding of the consequences of violating California privacy laws and the contractor’s information privacy and security policies.

h) For contractors that do not have a security program that includes annual security and privacy training, a self-training manual is available on the DOR website under the “Providers” tab in the “Becoming a Service Provider" section under “Annual Security and Privacy Training for VR Service Providers.” The self-training manual is named “Protecting Privacy in State Government” and can be downloaded at the following link: <https://www.dor.ca.gov/Home/SecurityandPrivacy>

i) Additional training and awareness tools are available at the California Office of Information Security (OIS) website and the California Office of Privacy Protection (COPP) website. The COPP created the self-training manual, “Protecting Privacy in State Government” that DOR revised to meet its business needs.

**10**) **Preference/Social Economic Programs**

Pursuant to Executive Order S-02-06 and Military & Veterans Code Section 999.2, each department shall have an annual statewide participation goal in state Contracting of not less than 25 percent for certified Small Business (SB) and not

less than 3 percent for certified Disabled Veteran Business Enterprise (DVBE).

These goals were established to enhance and encourage competition by creating an optimum environment that affords all businesses equal access to State Contracting opportunities. ***The DOR will make every effort to seek out certified SB and DVBE for this solicitation.***

Questions regarding Small/Micro Business or the Disabled Veteran Business Enterprise Program may be directed to:

SB/DVBE Program Advocate

Department of Rehabilitation

Contracts and Procurement Section

721 Capitol Mall, 6th Floor

Sacramento, California 95814

(916) 558-5680