

# STATE OF CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION INVITATION FOR BID

## AGREEMENT NO.C08.014

Date: August 19, 2008

The California Department of Corrections and Rehabilitation (CDCR), Contract Management Branch, hereafter referred to as the State, is inviting responses to this Invitation For Bid (IFB) entitled Debt Collection Services.

In accordance with the California Government Code and Americans with Disabilities Act, this IFB is available in a text-only format on a compact disc as a disability-related reasonable accommodation.

To discuss how to receive a copy of this IFB in the specified format or to request a different format, please contact the person identified below.

This IFB package contains the following documents (except as otherwise indicated). Please note that you must comply with the requirements contained in **all** of these documents.

- Notice to Prospective Bidders
- Bid Submittal Checklist
- Sample Standard Agreement (STD 213)
- STD 213 (four copies)
- Scope of Work (Exhibit A)
- List of Regional Accounting offices (Exhibit A-1)
- Budget Detail and Payment Provisions (Exhibit B)
- Bid Proposal (Exhibit B-1)
- Rate Sheet (Exhibit B-2)
- General Terms and Conditions (Exhibit C)  
*This document is incorporated in this bid package by reference only and is available on the Internet at <http://www.documents.dgs.ca.gov/ols/GTC-307.doc> . If you do not have Internet access, you may request a hard copy of Exhibit C by contacting the contract analyst listed below.*

- Special Terms and Conditions (Exhibit D)
- Standard Contractor Certification Clauses (CCC)  
*This document is incorporated in this bid package by reference only and is available on the Internet at <http://www.documents.dgs.ca.gov/ols/CCC-307.doc>. You **MUST** submit an original signed copy with your bid package. If you do not have Internet access, you may request a hard copy of the CCC by contacting the contract analyst listed below.*
- Payee Data Record (STD 204)
- Subcontractor/Consultant List
- Sample Certificate of Insurance
- CDCR 1786 DVBE Participation in Exempt Contracts

It is the opinion of the State that this IFB is complete and without need of explanation. However, if any documents are missing, or if you have any questions regarding this IFB, immediately contact the person identified below.

**Bonnie Gostovich, Contract Analyst**  
**(916) 229-5060**  
**California Relay Service 1-800-735-2929**

**THE STATE OF CALIFORNIA**  
**Department of Corrections and Rehabilitation**

**NOTICE TO PROSPECTIVE BIDDERS**

**DEBT COLLECTION SERVICES**

**Agreement No.C08.014**

**I. PROJECTED TIMETABLE**

The following dates are set forth for informational and planning purposes only and are subject to change.

IFB Available to Prospective Bidders	August 19, 2008
Submission of Bid	September 3, 2008 @ 3:30pm
Public Bid Opening	September 3, 2008 @ 3:30pm
Anticipated Date for Commencement of Services	Upon Approval
Termination of Agreement	June 30, 2010

**II. BIDDER QUALIFICATIONS AND LICENSING REQUIREMENTS**

Bidder qualifications and licensing requirements (if any) are specified below and/or in Exhibit A. Unless otherwise stated, the bidder shall meet all qualifications and licensing requirements at the time of the bid opening.

**III. BIDDER RESPONSIBILITIES & THE BID PACKAGE**

Bidders are solely responsible for understanding the scope of work and all requirements, terms, conditions, evaluation criteria, etc., before submitting a bid. If the language is unclear or ambiguous, it is the bidder's responsibility to request clarification or assistance before submitting a bid. Please note that no verbal information will be binding upon the State unless the State issues such information in writing as an official addendum. If the IFB is modified prior to the final bid submission date, the State will issue an addendum to all bidders that received a bid package.

All required documents listed in the Bid Submittal Checklist must be included within the sealed bid package. No bid will be considered unless it is made on the CDCR Bid Proposal (Exhibit B-1) and Rate Sheet (Exhibit B-2) or facsimile and is in conformance with the submission requirements of this IFB. Additionally, an original, signed copy of all pages of the Contractor Certification Clause (CCC) must be submitted to CDCR with the completed bid package. The State reserves the right to request clarification of any documents included with this bid.

The bid must be for the entire activity described herein. 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. Additionally, bids may be rejected if the bid proposal shows any alterations of form, additions not called for, a conditioned or

incomplete bid, or erasures and/or irregularities of any kind. Any bid amounts changed after the amounts are originally inserted **MUST** be initialed in ink by the bidder.

Failure to submit required documentation may result in the rejection of your bid.

#### **IV. BID SUBMITTAL**

Sealed bids must be received no later than the time and date specified in the Projected Timetable (Section I of these instructions) at the designated address stated below.

<u>MAIL DELIVERY,</u>	California Department of Corrections and Rehabilitation
<u>HAND DELIVERY, or</u>	Office of Business Services, Contracts Management Branch
<u>OVERNIGHT MAIL:</u>	Attention: Bonnie Gostovich, Contract Analyst
	7667 Folsom Boulevard, 1 <sup>st</sup> Floor, Suite 101
	Sacramento, California 95826-2618

Any bid received at the above address after the Submission of Bid date and time specified in the Projected Timetable, Section I, will **NOT** be considered. It is the State's policy to make every effort to ensure that all bids have been received and properly time stamped; however, bidders are ultimately responsible for ensuring timely receipt of their bid. Bidders may verify receipt of their bid by contacting the person identified in the cover letter of this IFB prior to the Public Bid Opening.

Bids that are not properly marked may be disregarded. All completed bids and required documents shall be packaged and submitted in a sealed envelope to the address specified in the section entitled "Bid Submission Requirements". The sealed envelope must be clearly marked "BID FOR DEBT COLLECTION SERVICES - AGREEMENT NO.C08.014 Attention: BONNIE GOSTOVICH - DO NOT OPEN." Failure to do so may result in the premature opening of, or failure to open, your bid.

In submitting a bid, the bidder accepts the terms and conditions expressed herein. Costs incurred for developing bids and in anticipation of award of the Agreement are the responsibility of the bidder and shall not be charged to the State.

A bidder may modify a bid after its submission by withdrawing the 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.

A bid may be withdrawn from consideration by submitting a written withdrawal request to the State, signed by the bidder or an authorized agent. Once opened by the State, the submitted bid is binding and may not be withdrawn without cause.

All documents submitted in response to this IFB will become the property of the State and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public.

#### **V. PUBLIC BID OPENING**

If you are planning to attend the public bid opening, you must notify the contact person listed in the cover letter of this IFB Five (5) working days before the bid opening date specified in Section I – Projected Timetable. If you and/or your representative require reasonable accommodation to participate in the Public Bid Opening, you must contact the

contract analyst identified in this package and identify what reasonable accommodation(s) is required for you to participate.

At the time of the public bid opening, the dollar amount of each bid shall be read. The contract award is subject to a complete review of the entire bid proposal for compliance and adherence to the IFB requirements, verification of all calculations and claimed preferences, and compliance with DVBE Mandatory participation requirements, if applicable.

**VI. DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PROGRAM**

This IFB is exempt from the DVBE requirement. However, the State is committed to achieving legislatively established goals for the participation of DVBEs in all state contracting and seeks to use certified DVBE business whenever possible. Therefore, the State requests your voluntary participation in reporting any certified DVBEs, including yourself, that will be used in the performance of this Agreement.

CDCR 1786 (DVBE Participation in Exempt Contracts) is enclosed to assist you in reporting certified DVBE participation levels.

**VII. NONRESPONSIBLE BIDDER**

If a previous Agreement with a prospective bidder was terminated for cause, the State reserves the right to hold a responsibility hearing before awarding the Agreement to determine if the bidder is responsible. The bid may be rejected if the State deems, at the conclusion of the responsibility hearing, that the bidder is not responsible.

Any contractor who has been terminated from an Agreement by the State within the last two (2) fiscal years due to poor performance may be rejected on the basis of nonresponsibility.

**VIII. BASIS FOR AWARD**

The award of an Agreement, if it is to be awarded, will be made to the lowest responsible bidder whose bid complies with all requirements prescribed herein. In the event a bidder submits more than one (1) bid for the same institution/service under this bid process, the State shall select the lowest bid and reject all other bids from this bidder.

In the event of tie bids, except as provided in Government Code §14838(f), CDCR reserves the right to determine the bidder entitled to the contract award based on the percent of discount specified in Exhibit B-2, if applicable. If not applicable or if there is a discount tie, a coin toss or lot drawing will be used to determine the bidder entitled to the contract award. The coin toss or lot drawing will be officially witnessed and all affected bidders will be advised of the tiebreaker method and invited to attend.

The State is not required to award an Agreement and reserves the right to reject any and all bids and to waive any immaterial deviations in the 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 the Agreement.

**IX. PROTEST AWARD**

Information regarding the protest of an award may be found by going to [www.dgs.ca.gov/Contract+Manual/Chapters4through6.htm](http://www.dgs.ca.gov/Contract+Manual/Chapters4through6.htm), under Chapter 6: Contract Award Protests.

A protest to this bid must adhere to Public Contract Code (PCC) Section 10345.

The envelope containing the written protest must clearly state: "**Protest Concerning IFB Number C08.014 for the California Department of Corrections and Rehabilitation**".  
Protests **MUST** be mailed to:

ORIGINAL	COPY
Department of General Services Office of Legal Services Attn: Protest Coordinator 707 Third Street, 7 <sup>th</sup> Floor West Sacramento, CA 95605 Fax: (916) 376-5088	<b>HAND or MAIL DELIVERY</b> Department of Corrections and Rehabilitation Office of Business Services, Contract Management Branch 7667 Folsom Boulevard, 1 <sup>st</sup> Floor, Suite 101 Sacramento, CA 95826-2618 Fax: (916) 229-5127

**X. GENERAL PREVAILING RATE OF WAGES**

In accordance with the provisions of Section 1774 of the California Labor Code, the Contractor and any subcontractors shall conform to the general prevailing rate of wages as determined by the Director of the Department of Industrial Relations. Copies of the wage rate determinations or any amendments thereto issued by the Director of the Department of Industrial Relations are on file with CDCR.

**XI. AGREEMENT EXECUTION**

The Agreement will be executed only upon the State's acceptance of the Contractor's certificates of insurance, bonds, licenses, and permits, when such items are required. Should the contractor fail to commence work at the agreed-upon date and time, the State, upon five (5) days written notice to the Contractor, reserves the right to terminate the Agreement.

The successful bidder shall enter into an Agreement with the State, which will be prepared on a State of California Standard Agreement (STD 213 form, sample attached) and shall include from this IFB Exhibits A, A-1, B, B-1, B-2, and D.

This Agreement will not include a hard copy of the General Terms and Conditions for Private Contractors (Exhibit C), which is incorporated into the Agreement by reference only on the STD 213. Also not provided is a hard copy of the Contractor Certification Clauses (CCC). Exhibit C and the CCC may be downloaded from the Internet at [www.ols.dgs.ca.gov/standard+language](http://www.ols.dgs.ca.gov/standard+language) and printed for your files. An original, signed copy of all pages of the CCC must be submitted to CDCR. Failure to submit a signed CCC will delay approval of this Agreement.

Four (4) copies of the STD 213 have been included in this package. Complete each copy of the STD 213 by providing the following information in the "Contractor" section of the form:

- Contractor's Legal Business Name, stating whether it is a corporation or partnership if not an individual
- Original signature

- Date signed
- Name and Title of person authorized to sign the STD 213
- Business Street Address, including City, State and Zip Code, and telephone number.

All four (4) copies of the completed STD 213 must be returned with your bid.

This Agreement is not valid unless and until approved by the Department of General Services, or, under its authority CDCR. The State has no legal obligation unless and until the Agreement is approved. Any work commenced by the Contractor prior to approval may be considered voluntary and the contractor may have to pursue claim for payment by filing with the California Victim Compensation and Government Claims Board. When the Agreement is fully approved, a copy will be forwarded to you.

**XII. Extension of Term**

If it is determined to be in the best interest of the State, the State may extend this contract, with no increase in service cost, for a period of one (1) year or less. The rates applied for this additional term are specified in Exhibit B-2, Rate Sheet, for the latest fiscal year. The contractor is obligated to this extended term of service at the time of bid.

Enclosures