



CALIFORNIA MULTIPLE AWARDS SCHEDULE
CALIFORNIA PRISON HEALTH CARE SERVICES
BUSINESS CONSULTING SERVICES

REQUEST FOR OFFER
INFORMATION TECHNOLOGY (IT) SERVICES
RFO-09-017-ITS

ADDENDUM #5

Date: November 17, 2009

You are invited to review and respond to this Request for Offer (RFO). To submit an offer for these services you must comply with the instructions contained in this document as well as requirements stated in the General Information section, Exhibit A (Statement of Work) and Exhibit B (Cost Worksheet). By submitting an offer, your firm agrees to the terms and conditions stated in this RFO, the California Prison Health Care Services' (CPHCS) Special Provisions (Exhibit C), your California Multiple Awards Schedule (CMAS) Agreement and General Provisions – Information Technology (GSPD-401IT).

Please read the attached document carefully. The RFO due date is Tuesday, November ~~20~~ 27, 2009. Responses to this RFO and any required copies must be submitted by electronic mail and clearly labeled to the department contact noted below.

Department Contact:

California Prison Health Care Services
Attention: Cynthia Basa-Pinzon
501 J Street, Suite 225
P.O. Box 4038
Sacramento, CA 95812-4038
(916) 324-8045
Cynthia.Basa-Pinzon@cdcr.ca.gov

GENERAL INFORMATION

1. Background and Purpose

The California Prison Health Care Receivership Corporation (CPR) is a non-profit organization created to house the activities of the federal Receiver and the California Prison Health Care Services. United States District Court Judge Helton E. Henderson established the Receivership as the result of a 2001 class action lawsuit (Plata v. Schwarzenegger) against the State of California over the quality of medical care in the State's prison system. All activities of the Receivership have one common mission: to raise to constitutionally mandated standards the level of medical care delivered to adult inmate-patients incarcerated in California prisons.

On June 6, 2008, federal Receiver, J. Clark Kelso, issued a plan called "Achieving a Constitutional Level of Medical Care in California's Prisons" (Plan), available at http://www.cphcs.ca.gov/docs/court/ReceiverTurnaroundPlan_060608.pdf. This Plan calls for numerous actions to be performed over the next three-to-five years by California Prison Health Care Services (CPHCS) program to meet constitutionally acceptable and sustainable levels of inmate-patient medical care.

The Receivership has adopted six goals and their associated objectives and actions: 1) ensure timely access to health care services; 2) establish a prison medical program addressing the full continuum of health care services; 3) recruit, train, and retain a professional quality medical workforce; 4) implement a quality assurance and continuous improvement program; 5) establish medical support infrastructure; and 6) provide for necessary clinical, administrative and housing facilities.

California Prison Health Care Services (CPHCS) is requesting offers from qualified firms to perform a "black box" wireless security penetration assessment (i.e., pen test) against specific target wireless networks. Contractor shall provide a detailed written report of the attack methodology and findings to the CPHCS.

Offerors shall prove prior experience in performing a wireless security penetration assessment (i.e., Pen Test).

2. Key Dates

It must be understood that time is always of the essence, both for the RFO submittal and contract completion. Offerors are advised of the key dates and times shown below and are expected to adhere to them.

Event	Date
1. Release of RFO	October 15, 2009
2. Release of Addendum #1	October 21, 2009
3. Questions or clarifications submittal (latest date)	November 3, 2009
4. Answers to questions distributed in written format	November 10, 2009
5. Bidders conference (WebEx & phone)	3:00 p.m. – 4:00 p.m. November 16, 2009
6. RFO Response Submission Due	5:00 P.M. (PST), November 20, 2009
7. Anticipated Contract Award	(On or before) November 27 <u>December 15, 2009</u>

3. RFO Response Requirements

This RFO, Offeror's response to this document, CMAS Agreement and General Provisions – Information Technology (GSPD 401IT) will be made part of the ordering department's Purchase Order and/or procurement contract file.

Offeror's response must contain all requested information and/or data, and conform to the format described in this section. It is the Offeror's responsibility to provide all necessary information and/or data to the State to evaluate the response, verify requested information, and determine the

Offeror's ability to perform the deliverables required in the State's Statement of Work (Exhibit A) and Cost Worksheet (Exhibit B).

The Offeror is required to submit their offer and any other requested and/or supporting documents electronically to the CPHCS contact name and address noted on the cover sheet of this RFO.

The delivery of any offer via the U.S. mail, private delivery service, and/or by personal service will not be accepted by CPHCS, unless otherwise specified. In the event of such delivery, the CPHCS may consider Offeror's response as non-responsive.

Exhibit A – Statement of Work

The Offeror's "Scope of Work" (SOW), which responds to the State's Exhibit A (Statement of Work), will be incorporated into the offer as Attachment A and used to evaluate responsiveness to requirements. The Offeror's Scope of Work must map each task/deliverable item back to the Exhibits. The response must include any additional information and/or data that the Offeror deems necessary to explain how the Contractor intends to meet the State's requirements. The Attachment must, at a minimum, include the following components:

- **Attachment A-1 – Firm Qualifications:**

This Attachment will summarize how the offering Firm, and its proposed personnel, meet the qualifications requirements included in the Scope of Work section including, but not limited to, any additional support that may be available to the personnel from the Firm.

Offerors must include the name(s), title(s)/classification(s), certification(s)/license(s), and resume(s) of all personnel who will be assigned to the assessment.

- **Attachment A-2 – Resumes and References:**

Resumes must be included for each named personnel as specified in Exhibit A, Item E.

- **Attachment A-3 – Relevant Skills and Experience:**

This Attachment will provide a list of tools, techniques, and an example of an assessment report to demonstrate relevant skills and experience required.

- **Attachment B – Response to the Cost Worksheet:**

As best value, Attachment B must provide a description of services; estimated number of hours by deliverable; and the hourly rate per deliverable (see format in Exhibit B). Please recognize that the ensuing Agreement will be invoiced and reimbursed on a deliverables basis. The number of hours and hourly rate are for information and staffing concerns only, and will not be subject to evaluation.

RESPONSE GUIDELINES

4. RFO Response Format

Offers submitted in response to this RFO must include the following information:

1. Cover letter signed by the authorized officer of the company who has legal and binding authority. Cover letter must include company name of the CMAS vendor, mailing address, telephone number, and e-mail address of contact person;
2. A copy (or a link to download an electronic copy) of the Offeror's CMAS contract and a signed Payee Data Record (Std. 204);
3. Offer submitted and dated by the due date listed in this RFO;
4. If applicable, Offeror's Disabled Veteran's Business Enterprise participation number;
5. If applicable, Offeror's Small Business Certification number;

6. As Attachment A, Scope of Work, a detailed description of the Offeror's approach for completing the deliverables identified in Exhibit A (Statement of Work), which includes the functions, roles, and responsibilities of proposed personnel. Due to the variety of tasks and/or deliverables, it may be necessary to propose more than one candidate to complete the work or to propose additional assistance or expertise that may be available, as needed, from the Firm;
7. As Attachment A-1, a description of the Offeror's and proposed candidate(s) expertise and experience related to the services to be provided in Exhibit A (Scope of Work). Offeror must include in Attachment A-1 an example of the wireless security penetration assessment tools and methodology that are proposed to be used in the penetration testing (Pen Test) activities. Attachment A-1 must also include an example of a wireless security penetration assessment report to demonstrate the quality and thoroughness of deliverables offered;
8. As Attachment A-2, resume(s) of each proposed candidate that includes all relevant work experience. Resume(s) must include the start and end date of each job cited, and the consultant's qualifications and experience in related service areas. Resumes must easily identify the candidate's qualifications that will be used to meet the minimum requirements identified in the Scope of Work and all experience above the minimum requirements, which will be used for evaluation purposes;
9. As Attachment A-3, Relevant Skills and Experience, demonstrates or describes a firm's experience performing similar service(s). This attachment should include, but not be limited to, all of the following: a) list of tools that will be used in the assessment; b) high level description(s) of the attack methodology proposed for this assessment; and c) example(s) of an assessment report that details findings and corrective actions as an example of the final deliverable.
10. Copies of pertinent certifications, as applicable, for the service requirements described in Exhibit A (Statement of Work);
11. ~~Three~~ Two customer references for the proposed Firm in order to verify engagement(s) similar in scope and deliverables as identified in Exhibit A (Statement of Work). Customer reference(s) will be used to verify information provided by the Offeror and for scoring purposes; and
12. Completed Cost Worksheet (Attachment B). Costs must map back to the Statement of Work's deliverable service. At the discretion of CPHCS, the ensuing agreement may be augmented for unanticipated tasks/deliverables up to, but not to exceed, a reasonable percentage of the total value of the contract.

5. Review of Offers for Award

Responses to this RFO will first be reviewed for responsiveness to the requirements of Exhibits A and B. If a response is missing required information in either Exhibit it may be deemed non responsive. Further review is subject to CPHCS' discretion.

Offers will initially be scored based solely upon the information presented in the written offer. The top scoring Offeror(s) may, at the sole discretion of CPHCS, have their proposed consultant(s) be invited for an interview. Based upon additional information and understandings presented during the interviews, final scores will be assigned for purposes of the Best Value determination. If interviews are requested, Offeror(s) will be notified of specific dates, times, and location and which proposed consultant(s) must be present at the interview. Award of a contract resulting from this RFO against a CMAS contract will be based on a "best value" method that includes cost as a factor. Best value will be determined based on the criteria listed below.

Administrative Criteria	40%	120 points
Technical Criteria	30%	90 points
Cost	<u>30%</u>	<u>90 points</u>
Total	100%	300 points

Administrative Criteria includes:

- Descriptions of firm and team member qualifications;
- Resumes for each proposed project team member, describing the experience levels, in detail, that support the Statement of Work; and
- References for firm.

Technical Criteria includes:

- An Organization Chart, if appropriate, identifying all proposed project team members and tracking of each person to the pertinent task;
- Outlines and examples of deliverables from other projects performed by the Firm that support the Statement of Work; and
- Additional support that the Firm may bring to assist the consultant(s) in achieving success on the project.

An interview, if requested, may contribute to the overall evaluation of Administrative and Technical criteria.

Cost Criteria includes:

- Costs for each proposal will be included in the overall evaluation of best value. Following is an example of a “best value” calculation:

	<u>Offer 1</u>	<u>Offer 2</u>	<u>Offer 3</u>
Admin Score	66 pts	85 pts	95 pts
Tech Score	<u>54 pts</u>	<u>60 pts</u>	<u>64 pts</u>
<u>Total Points</u>	120	145	160
Cost	\$330,000	\$285,000	\$420,000
Calculation	<u>\$285,000</u> \$330,000	<u>\$285,000</u> \$285,000	<u>\$285,000</u> \$420,000
Cost points	.86 x 90 = 77	1.00 x 90 = 90	.68 x 90 = 61
Grand Total	120+77 = 197	145 + 90 = 235	160 + 61 = 221

In this example, the award goes to Offer 2 as the response that scored the highest points from amongst the Administrative and Technical Criteria as shown in the RFO, combined with the calculated Cost points.

CPHCS reserves the sole right to reject any and all offers, and reissue this RFO. Offeror’s response to this document, their approved CMAS Agreement including General Provisions – Information Technology (GSPD 401IT), and CPHCS Special Provision (Exhibit C) will be included as part of the ensuing Agreement. In the event the CPHCS determines that the requested services would be best served by the awarding of multiple agreements for this RFO, the CPHCS reserves the sole right to make this determination and negotiate with the Offerors having “best value” to award more than one consultant and/or Firm. The awarded Contractor(s) shall be obligated to provide services at the rate offered in the Cost Worksheet (Exhibit B), which under no circumstances may exceed their authorized CMAS rate(s).

ATTACHMENTS:

- Exhibit A – Statement of Work
- Exhibit B – Cost Worksheet
- Exhibit C – CPHCS Special Provisions

6. Term of Engagement

It is estimated that the contract will begin on or before ~~November 27~~ December 15, 2009, and will last for approximately thirty (30) calendar days. CPHCS reserves the right to extend the contract for up ~~ten three~~ additional thirty (40 30) calendar day terms with no further cost to the State, and/or to add funds up to the maximum CMAS threshold at the same rate of award.

7. CPHCS Contract Manager

The manager for the work contained in this contract will be the CPHCS Chief Information Officer (CIO), Information Security Officer (ISO), or designee.

Budget Detail and Payment Provisions

8. Invoicing and Payment

For services satisfactorily rendered, and upon receipt and approval of an invoice, the CPHCS agrees to reimburse Contractor for said service(s) on a deliverable basis.

The invoice shall be submitted with all supporting documentation that properly details all charges, expenses, and direct costs. The invoice submitted to CPHCS by Contractor must identify the Agreement Number and Purchase Order Number. An invoice submitted without the above referenced information may be returned to Contractor for re-processing.

Contractor shall address and submit all invoices to the following:

Chief Information Officer
California Prison Health Care Services
P.O. Box 4038, Suite 225
Sacramento, California 95812-4038

9. 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.

10. Budget Contingency Clause:

It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either: cancel this Agreement with no liability occurring to the State, or offer an Agreement Amendment to Contractor to reflect the reduced amount.

11. Travel and Miscellaneous Expenses

The work locations will be at the ~~CDCR CPHCS~~ CPHCS Headquarters Office (501 J. Street) in Sacramento, CA, ~~or and San Quentin, CA another designated location in the greater Bay Area region.~~ Limited travel outside the greater Sacramento metropolitan area will be necessary as CDCR has institutions located throughout the greater San Francisco area.

Any reimbursable travel and/or other expenses must be approved in advance by CPHCS' CIO or designee and itemized in the Contractor's proposal. Travel reimbursement may not exceed the rates, terms, and conditions that apply to comparable State employees, in accordance with travel rules and regulations, as specified in California Code of Regulations (CCR), Title 2, Division 1, Chapter 3, and/or the California Department of Personnel Administration (DPA), Sections 599.619 through 599.631. Travel expenses shall be submitted on a State of California Travel

Expense Claim, Std. 262, and are to be submitted with Contractor's monthly invoice for the applicable time period. **Travel expenses shall be inclusive of the Offeror's proposed total cost.**

No travel or parking within the Sacramento metropolitan area will be paid. Only approved business travel originating at the CPHCS site may be reimbursed. Travel from a consultant's home or business to the primary CPHCS project site is not reimbursable, unless otherwise expressly authorized by CPHCS.

EXHIBIT A – STATEMENT OF WORK

A. CONTRACT PURPOSE AND DESCRIPTION:

The California Health Care Prison Services (CPHCS) is currently designing and implementing an enterprise class network that includes wireless local area networks (WLAN) in prison institutions, and administrative offices located throughout California. As part of the WLAN deployment CPHCS has developed a wireless security architecture to secure the planned 802.11 A/B/G/N wireless networks. CPHCS seeks offers from qualified firms to assess the effectiveness of our wireless security architecture by conducting a “black box” (relying on publicly available information) wireless security penetration assessment (Pen Test) against specific target wireless networks.

The objective of the ensuing agreement is to attempt to gain unauthorized access to specific target wireless networks and to establish a basic network connection to a predefined set of targets, which would prove how sensitive and critical CPHCS data and service assets could be compromised using any target wireless network as an entry point or gateway. Contractor shall provide a detailed written report of the Pen Test methodology and findings to the CPHCS within ten (10) days of completion of Pen Test activities.

B. CPHCS ROLES AND RESPONSIBILITIES:

1. CPHCS may provide cubicle or space accommodations at a CPHCS location in the greater Sacramento region and/or ~~the greater San Francisco/Bay Area region~~ San Quentin, CA. Accommodations may include a desk, electrical outlet, and location necessary for completion of the work of this contract.
2. CPHCS will be responsible for reviewing the deliverables as submitted in a timely manner.
3. CPHCS will help resolve and escalate issues within the organization, as necessary.
4. CPHCS shall not provide awarded Contractor access to applicable files, reports, contracts, fiscal documents, and other relevant information.
5. The State does not pay overtime rates for hours worked exceeding eight (8) hours in a day by consultants. All hours are billed at the deliverable rate agreed upon, regardless of the number of hours performed in a given day.
6. CPHCS will provide access to areas with controlled physical access at both the Sacramento and San Quentin locations to conduct penetration activities.
7. CPHCS will provide access to areas with controlled physical access at both the Sacramento and San Quentin locations to conduct penetration activities.
8. CPHCS will make necessary arrangements to allow the awarded Contractor to conduct penetration activities from areas outside the controlled physical access areas without concern that they will be mistaken as a “hostile” attacker.
9. CPHCS will provide awarded Contractor and assessment team with:
 - Physical addresses of the two target sites;
 - Basic public information about the target locations;
 - Specific target 802.11 A/B/G/N wireless network access ~~points and corresponding~~ Service Set Identifiers (SSIDs); and
 - A CPHCS single point of contact (SPoC) for Pen Test efforts.

C. CONTRACTOR ROLES AND RESPONSIBILITIES:

1. Comply with all applicable State and Agency policies and procedures, including those enumerated in Exhibit C. By responding to this solicitation, Vendor and Vendor's consultants acknowledge the provisions of Exhibit C have been read and are agreed to;
2. Return all State property including security badges prior to termination of the Agreement;

3. Sign a Confidentiality Statement declaring that there is no conflict of financial interest with this project and agreeing to keep any and all findings confidential;
4. Sign a Non-Disclosure Statement;
5. If applicable, be tested for Tuberculosis and certified to be free of tuberculosis on the TB Infectious Free Staff Certification in order to gain entrance to the Institutions;
6. If applicable, complete a Request for Gate Clearance Form, Application for Identification Card, and Emergency Notification form in order to gain entrance to the Institutions;
7. If applicable, agree to abide by the Digest of Laws Related to Association with Prison Inmates;
8. Provide evaluative measures to ensure compliance with State and federal guidelines, CPHCS policies, and court mandates;
9. Conduct an assessment and prepare a written report on the security of CPHCS' wireless networks at two (2) designated sites. One site will be within the greater Sacramento region, and the second site will be ~~within the greater San Francisco/Bay Area region~~ San Quentin, CA. The report shall identify CPHCS' wireless risks, ~~vulnerabilities threats, breaches, and/or any security holes or issues~~ successful or unsuccessful exploit/penetration attempts. The report shall include ~~recommendations for improvement~~ a corrective action plan and detailed remediation plans activities for any identified deficiencies;
10. Provide CPHCS with technical advice; effective risk assessment; sound wireless security architecture and controls; and other areas related to the effectiveness, efficiency and security of CPHCS' wireless network;
11. Communicate with CPHCS staff to ensure efficient and effective exchange of information, and that important and timely decisions are made;
12. Perform any other related duties as requested by CPHCS Chief Information Officer (CIO), Information Security Officer (ISO), and/or designees; and
13. Complete the following tasks and deliverables within thirty (30) calendar days from the start of assessment:
 - A detailed written report of the attack methodology and finding(s) must be submitted to CPHCS within ten (10) business days after finishing Pen Test activities;
 - The report will include each step taken by the Pen Test team along with all tools used to survey and potentially exploit or compromise the specified target assets;
 - The report must be encrypted in storage and in transit at all time, and accessible to only formally authorized individuals during and after the assessment; and
 - The written report of the assessment results and findings shall include recommendations for improvement and remediation plans for any identified deficiencies.

D. ASSUMPTIONS AND CONSTRAINTS:

1. Work hours for actual Pen Test activities at each target location shall be consistent with CPHCS normal business hours, 8:00 a.m. to 5:00 p.m., Monday through Friday, except for State holidays.
2. Contractor's performance of deliverable(s) and/or report(s) may occur during or outside normal business hours at the discretion of awarded Contractor.
3. The assessment is meant to determine the effectiveness of the wireless security architecture and the consistency of its implementation; forms of social engineering will not be considered a valid method of testing.
4. The awarded Contractor shall stop Pen Test activities if the assessment team identifies an exploitable vulnerability that may potentially result in system stability or availability issues

during testing of the exploit. Contractor shall subsequently contact the CPHCS SPoC with details to receive permission to proceed.

5. The awarded Contractor shall immediately contact designated CPHCS SPoC with detail if the Pen Test team identifies other non-related vulnerabilities or risks.
6. The awarded Contractor shall attempt both external and internal security assessments for each target Pen Test site.
7. Wireless network activity may be provided at the request of awarded Contractor to simulate operation for the Pen Test team.

E. CONTRACTOR QUALIFICATIONS:

1. Contractor must show past experience testing security of wireless networks.
2. Certified Information Systems Security Professional (CISSP), Certified Information Systems Auditor (CISA), and GIAC (Global Information Assurance Certification) Certified Penetration Tester (GPEN) certifications are desirable, but not required.

EXHIBIT B – COST WORKSHEET

Deliverable and/or Task	Hours*	Rate Per Hour	Deliverable Total

Subtotal	\$ _____
Estimated Travel Costs**	+ _____ \$0
Other Itemized Costs (if allowed)**	+ _____ \$0
Total Costs	\$ _____

* Number of hours must be entered based upon assumptions stated in the RFO. Please recognize that the proposed award shall be reimbursed on a deliverable basis and the number of hours is for evaluation purposes only.

** All indirect costs, itemized costs, and travel costs must be included in the total deliverable cost, and not as a separate line item.

EXHIBIT C – CPHCS SPECIAL PROVISIONS**1. Accounting Principles**

The Contractor will adhere to generally accepted accounting principles as outlined by the American Institute of Certified Public Accountants. Dual compensation is not allowed; a Contractor cannot receive simultaneous compensation from two or more funding sources for the same services performed even though both funding sources could benefit.

2. Subcontractor/Consultant Information

Contractor is required to identify all subcontractors and consultants who will perform labor or render services in the performance of this Agreement. Additionally, the Contractor shall notify the California Prison Health Care Services, Office of Business Services, in writing, within ten (10) working days, of any changes to the subcontractor and/or consultant information.

3. Employment of Ex-Offenders

Contractor cannot and will not either directly, or on a subcontract basis, employ in connection with this Agreement:

- a. Ex-Offenders on active parole or probation;
- b. Ex-Offenders at any time if they are required to register as a sex offender pursuant to Penal Code Section 290 or if such ex-offender has an offense history involving a "violent felony" as defined in subparagraph (c) of Penal Code Section 667.5; or
- c. Any ex-felon in a position which provides direct supervision of parolees.

Ex-Offenders who can provide written evidence of having satisfactorily completed parole or probation may be considered for employment by the Contractor subject to the following limitations:

- a. Contractor shall obtain the prior written approval to employ any such ex-offender from the Authorized Administrator; and
- b. Any ex-offender whose assigned duties are to involve administrative or policy decision-making; accounting, procurement, cashiering, auditing, or any other business-related administrative function shall be fully bonded to cover any potential loss to the State of California.

The Firm, its subcontractors, and every consultant proposed for employment by CPHCS must disclose any prior felony conviction at the time that an Offer is submitted. Failure to disclose a conviction may subject the consultant and the employing Firm to immediate dismissal and possible disbarment from future consulting opportunities with CPHCS.

4. Licenses and Permits

The Contractor shall be an individual or firm licensed to do business in California and shall obtain at Contractor's expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this Agreement.

In the event any license(s) and/or permit(s) expire at any time during the term of this Agreement, Contractor agrees to provide the CPHCS with a copy of the renewed license(s) and/or permit(s) within thirty (30) days following the expiration date. In the event the Contractor fails to keep in effect at all times all required license(s) and permit(s), the State may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

5. Conflict of Interest

The Contractor and their employees shall abide by the provisions of Government Code (GC) Sections 1090, 81000 et seq., 82000 et seq., 87100 et seq., and 87300 et seq., Public Contract Code (PCC) Sections 10335 et seq. and 10410 et seq., California Code of Regulations (CCR), Title 2, Section 18700 et seq. and Title 15, Section 3409 regarding conflicts of interest.

- a. **Contractors and Their Employees**
Consultant Contractors shall file a Statement of Economic Interests, Fair Political Practices Commission (FPPC) Form 700 prior to commencing services under the Agreement, annually during the life of the Agreement, and within thirty (30) days after the expiration of the Agreement. Other service Contractors and/or certain of their employees may be required to file a Form 700 if so requested by the CPHCS or whenever it appears that a conflict of interest may be at issue. Generally, service Contractors (other than consultant Contractors required to file as above) and their employees shall be required to file an FPPC Form 700 if one of the following exists:
- (1) The Agreement service has been identified by the CPHCS as one where there is a greater likelihood that a conflict of interest may occur;
 - (2) The Contractor and/or Contractor's employee(s), pursuant to the Agreement, makes or influences a governmental decision; or
 - (3) The Contractor and/or Contractor's employee(s) serves in a staff capacity with the CPHCS and in that capacity participates in making a governmental decision or performs the same or substantially all the same duties for the CPHCS that would otherwise be performed by an individual holding a position specified in the CPHCS' Conflict of Interest Code.
- b. **Current State Employees**
- (1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
 - (2) No officer or employee shall contract on his or her own behalf as an independent Contractor with any state agency to provide goods or services.
 - (3) In addition to the above, CPHCS officials and employees shall also avoid actions resulting in or creating an appearance of:
 - (a) Using an official position for private gain;
 - (b) Giving preferential treatment to any particular person;
 - (c) Losing independence or impartiality;
 - (d) Making a decision outside of official channels; and
 - (e) Affecting adversely the confidence of the public or local officials in the integrity of the program.
 - (4) Officers and employees of the Department must not solicit, accept or receive, directly or indirectly, any fee, commission, gratuity or gift from any person or business organization doing or seeking to do business with the State.
- c. **Former State Employees**
- (1) For the two year (2-year) period from the date he or she left state employment, no former state officer or employee may enter into an Agreement 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 Agreement while employed in any capacity by any state agency.
 - (2) For the twelve-month (12-month) period from the date he or she left state employment, no former state officer or employee may enter into an Agreement with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed Agreement within the 12-month period prior to his or her leaving state service.

In addition to the above, the Contractor shall avoid any conflict of interest whatsoever with respect to any financial dealings, employment services, or opportunities offered to inmates or parolees. The Contractor shall not itself employ or offer to employ inmates or parolees either directly or indirectly through an affiliated company, person or business unless specifically authorized in writing by the CPHCS. In addition, the Contractor shall not (either directly, or

indirectly through an affiliated company, person or business) engage in financial dealings with inmates or parolees, except to the extent that such financial dealings create no actual or potential conflict of interest, are available on the same terms to the general public, and have been approved in advance in writing by the CPHCS. For the purposes of this paragraph, "affiliated company, person or business" means any company, business, corporation, nonprofit corporation, partnership, limited partnership, sole proprietorship, or other person or business entity of any kind which has any ownership or control interest whatsoever in the Contractor, or which is wholly or partially owned (more than 5% ownership) or controlled (any percentage) by the Contractor or by the Contractor's owners, officers, principals, directors and/or shareholders, either directly or indirectly. "Affiliated companies, persons or businesses" include, but are not limited to, subsidiary, parent, or sister companies or corporations, and any company, corporation, nonprofit corporation, partnership, limited partnership, sole proprietorship, or other person or business entity of any kind that is wholly or partially owned or controlled, either directly or indirectly, by the Contractor or by the Contractor's owners, officers, principals, directors and/or shareholders.

The Contractor shall have a continuing duty to disclose to the State, in writing, all interests and activities that create an actual or potential conflict of interest in performance of the Agreement.

The Contractor shall have a continuing duty to keep the State timely and fully apprised in writing of any material changes in the Contractor's business structure and/or status. This includes any changes in business form, such as a change from sole proprietorship or partnership into a corporation or vice-versa; any changes in company ownership; any dissolution of the business; any change of the name of the business; any filing in bankruptcy; any revocation of corporate status by the Secretary of State; and any other material changes in the Contractor's business status or structure that could affect the performance of the Contractor's duties under the Agreement.

If the Contractor violates any provision of the above paragraphs, such action by the Contractor shall render this Agreement void.

Members of boards and commissions are exempt from this section if they do not receive payment other than payment for each meeting of the board or commission, payment for preparatory time and payment for per diem.

6. Disclosure

Neither the State nor any State employee will be liable to the Contractor or its staff for injuries inflicted by inmates or parolees of the State. The State agrees to disclose to the Contractor any statement(s) known to State staff made by any inmate or parolee which indicates violence may result in any specific situation, and the same responsibility will be shared by the Contractor in disclosing such statement(s) to the State.

7. Security Clearance/Fingerprinting

The State will conduct fingerprinting and/or security clearance through the Department of Justice, Bureau of Criminal Identification and Information (BCII), prior to award and at any time during the term of the Agreement, in order to permit Contractor and/or Contractor's employees' access to State premises. The State further reserves the right to terminate the Agreement should a threat to security be determined.

8. Notification of Personnel Changes

Contractor must notify the State, in writing, of any changes of those personnel allowed access to State premises for the purpose of providing services under this Agreement. In addition, Contractor must recover and return any State-issued identification card provided to Contractor's employee(s) upon their departure or termination.

9. Non Eligible Alien Certification

By signing this Agreement Contractor certifies, under penalty of perjury, that Contractor, if a sole proprietor, is not a nonqualified alien as that term is defined by the United States Code (U.S.C.) Title 8, Chapter 14, Section 1621 et seq.

The following provisions apply to services provided on departmental and/or institution grounds:

10. Bloodborne Pathogens

Provider shall adhere to California Division of Occupational Safety and Health (CAL-OSHA) regulations and guidelines pertaining to bloodborne pathogens.

11. Tuberculosis (TB) Testing

In the event that the services required under this Agreement will be performed within a CPHCS facility, prior to the performance of contracted duties, Contractors and their employees who are assigned to work with inmates/parolees on a regular basis shall be required to be examined or tested or medically evaluated for TB in an infectious or contagious stage, and at least once a year thereafter or more often as directed by CPHCS. Regular basis is defined as having contact with inmates/parolees in confined quarters more than once a week.

Contractors and their employees shall be required to furnish to CPHCS, at no cost to CPHCS, a form CDCR 7336, "Employee Tuberculin Skin Test (TST) and Evaluation," prior to assuming their contracted duties and annually thereafter, showing that the Contractor and their employees have been examined and found free of TB in an infectious stage. The form CDCR 7336 will be provided by CPHCS upon Contractor's request.

12. Primary Laws, Rules, and Regulations Regarding Conduct and Association with State Prison Inmates

Individuals who are not employees of the California Department of Corrections and Rehabilitation (CDCR) or California Prison Health Care Services (CPHCS), but who are working in and around inmates who are incarcerated within California's institutions/facilities or camps, are to be apprised of the laws, rules and regulations governing conduct in associating with prison inmates. The following is a summation of pertinent information when non-departmental employees come in contact with prison inmates.

By signing this contract, the Contractor agrees that if the provisions of the contract require the Contractor to enter an institution/facility or camp, the Contractor and any employee(s) and/or subcontractor(s) shall be made aware of and shall abide by the following laws, rules and regulations governing conduct in associating with prison inmates:

- a. Persons who are not employed by CDCR or CPHCS, but are engaged in work at any institution/facility or camp must observe and abide by all laws, rules and regulations governing the conduct of their behavior in associating with prison inmates. Failure to comply with these guidelines may lead to expulsion from CDCR institutions/facilities or camps.
SOURCE: California Penal Code (PC) Sections 5054 and 5058; California Code of Regulations (CCR), Title 15, Sections 3285 and 3415
- b. CDCR does not recognize hostages for bargaining purposes. CDCR has a "NO HOSTAGE" policy and all prison inmates, visitors, and employees shall be made aware of this.
SOURCE: PC Sections 5054 and 5058; CCR, Title 15, Section 3304
- c. All persons entering onto institution/facility or camp grounds consent to search of their person, property or vehicle at any time. Refusal by individuals to submit to a search of their person, property, or vehicle may be cause for denial of access to the premises.
SOURCE: PC Sections 2601, 5054 and 5058; CCR, Title 15, Sections 3173, 3177, and 3288
- d. Persons normally permitted to enter an institution/facility or camp may be barred, for cause, by the CDCR Director, Warden, and/or Regional Parole Administrator.
SOURCE: PC Sections 5054 and 5058; CCR, Title 15, Section 3176 (a)
- e. It is illegal for an individual who has been previously convicted of a felony offense to enter into CDCR institutions/facilities or camps without the prior approval of the Warden. It is also illegal for an individual to enter onto these premises for unauthorized purposes or to refuse to leave said premises when requested to do so. Failure to comply with this provision could lead to prosecution.
SOURCE: PC Sections 602, 4570.5 and 4571; CCR, Title 15, Sections 3173 and 3289
- f. Encouraging and/or assisting prison inmates to escape is a crime. It is illegal to bring firearms, deadly weapons, explosives, tear gas, drugs or drug paraphernalia on CDCR institutions/facilities or camp premises. It is illegal to give prison inmates firearms, explosives, alcoholic beverages, narcotics, or any drug or drug paraphernalia, including cocaine or marijuana.
SOURCE: PC Sections 2772, 2790, 4533, 4535, 4550, 4573, 4573.5, 4573.6 and 4574
- g. It is illegal to give or take letters from inmates without the authorization of the Warden. It is also illegal to give or receive any type of gift and/or gratuities from prison inmates.

SOURCE: PC Sections 2540, 2541 and 4570; CCR, Title 15, Sections 3010, 3399, 3401, 3424 and 3425

- h. In an emergency situation the visiting program and other program activities may be suspended.

SOURCE: PC Section 2601; CCR, Title 15, Section 3383

- i. For security reasons, visitors must not wear clothing that in any way resembles state issued prison inmate clothing (blue denim shirts, blue denim pants).

SOURCE: CCR, Title 15, Section 3171 (b) (3)

- j. Interviews with SPECIFIC INMATES are not permitted. Conspiring with an inmate to circumvent policy and/or regulations constitutes a rule violation that may result in appropriate legal action.

SOURCE: CCR, Title 15, Sections 3261.5, 3315 (3) (W), and 3177.

13. **Clothing Restrictions**

While on institution grounds, Contractor and all its agents, employees, and/or representatives shall be professionally and appropriately dressed in clothing distinct from that worn by inmates at the institution. Specifically, blue denim pants and blue chambray shirts, orange/red/yellow/white/chartreuse jumpsuits and/or yellow rainwear shall not be worn onto institution grounds, as this is inmate attire. The Contractor should contact the institution regarding clothing restrictions prior to requiring access to the institution to assure the Contractor and their employees are in compliance.

14. **Tobacco-Free Environment**

Pursuant to Penal Code Section 5030.1, the use of tobacco products by any person on the grounds of any institution or facility under the jurisdiction of the Department of Corrections and Rehabilitation is prohibited.

15. **Security Regulations**

- a. Unless otherwise directed by the entrance gate officer and/or Contract Manager, the Contractor, Contractor's employees and subcontractors shall enter the institution through the main entrance gate and park private and nonessential vehicles in the designated visitor's parking lot. Contractor, Contractor's employees and subcontractors shall remove the keys from the ignition when outside the vehicle and all unattended vehicles shall be locked and secured while on institution grounds.
- b. Any State- and Contractor-owned equipment used by the Contractor for the provision of contract services, shall be rendered temporarily inoperative by the Contractor when not in use, by locking or other means unless specified otherwise.
- c. In order to maintain institution safety and security, periodic fire prevention inspections and site searches may become necessary and Contractor must furnish keys to institutional authorities to access all locked areas on the worksite. The State shall in no way be responsible for Contractor's loss due to fire.
- d. Due to security procedures, the Contractor, Contractor's employees and subcontractors may be delayed at the institution vehicle/pedestrian gates and sally ports. Any loss of time checking in and out of the institution gates and sally ports shall be borne by the Contractor.
- e. Contractor, Contractor's employees and subcontractors shall observe all security rules and regulations and comply with all instructions given by institutional authorities.
- f. Electronic and communicative devices such as pagers, cell phones and cameras/microcameras are not permitted on institution grounds.
- g. Contractor, Contractor's employees and subcontractors shall not cause undue interference with the operations of the institution.

h. No picketing is allowed on State property.

16. Gate Clearance

Contractor and Contractor's employee(s) and/or subcontractors(s) must be cleared prior to providing services. The Contractor will be required to complete a Request for Gate Clearance for all persons entering the facility a minimum of ten (10) working days prior to commencement of service. The Request for Gate Clearance must include the person's name, social security number, valid state driver's license number or state identification card number and date of birth. Information shall be submitted to the Contract Liaison or his/her designee. CDCR uses the Request for Gate Clearance to run a California Law Enforcement Telecommunications System (CLETS) check. The check will include Department of Motor Vehicles check, Wants and Warrants check, and Criminal History check.

Gate clearance may be denied for the following reasons: Individual's presence in the institution presents a serious threat to security, individual has been charged with a serious crime committed on institution property, inadequate information is available to establish positive identity of prospective individual, and/or individual has deliberately falsified his/her identity.

All persons entering the facilities must have a valid state driver's license or photo identification card on their person.

17. Darfur Contracting Act

Effective January 1, 2009, all Invitations for Bids (IFB) or Requests for Proposals (RFP) for goods or services must address the requirements of the Darfur Contracting Act of 2008 (Act). (Public Contract Code sections 10475, et seq.; Stats. 2008, Ch. 272). The Act was passed by the California Legislature and signed into law by the Governor to preclude State agencies generally from contracting with "scrutinized" companies that do business in the African nation of Sudan (of which the Darfur region is a part), for the reasons described in Public Contract Code section 10475.

Offerors are required to submit the following Darfur Contracting Act Certification as Attachment C with their RFO response.

18. Business Associate Agreement

The awarded Contractor will be required meet provisions of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 ("HIPAA") and the regulations promulgated thereunder.