



**DEPARTMENT OF CORRECTIONS AND REHABILITATION  
CALIFORNIA PRISON HEALTH CARE SERVICES  
STATE OF CALIFORNIA**

**REQUEST FOR QUOTATION  
GOODS AND SERVICES**

**RFQ #11-015-ITS**

March 23, 2011

The California Department of Corrections and Rehabilitation (CDCR), California Prison Health Care Services (CPHCS), is requesting quotes for goods (i.e., software) and services to procure an enterprise Radiology Information System ("RIS").

By submitting a quote, bidder agrees to the terms and conditions stated in this Request for Quotation (RFQ), bidder's response, and applicable provisions of the State Contracting Manual (SCM), Volume 3, which will be made part of CPHCS' Purchase Order and procurement file.

Bids are due by 2:00 p.m., April 14, 2011. **Bids and any requested documents must be submitted by electronic mail (i.e., e-mail) and clearly labeled to the Department contact noted below:**

Department Contact:

California Department of Corrections and Rehabilitation  
Attention: LINDSAY MENDONCA  
(916) 324-6383 (telephone)  
[Lindsay.Mendonca@cdcr.ca.gov](mailto:Lindsay.Mendonca@cdcr.ca.gov)

## RESPONSE GUIDELINES

This RFQ, bidder's response, and applicable provisions of State Contracting Manual, Volume 3 (Information Technology Acquisitions), will be made part of CPHCS' Purchase Order and procurement file.

Bids must be submitted electronically to the Department contact e-mail address noted above. Bids sent to any other CPHCS e-mail address will not be considered. All response pages that are received on or before bid due date will be considered "the complete bid". CPHCS assumes no responsibility if supplier cannot transmit their bid electronically to the e-mail address provided above and/or if the entire bid is not received on or before bid due date.

The delivery of any bid via U.S. mail, private delivery service, and/or by personal service shall not be accepted by CPHCS. In the event of such delivery, CPHCS shall consider the bid as non-responsive.

Bids submitted in response to this RFQ must include all of the following information:

1. Completed Request for Quotation Form;
2. Completed responses and submittal of requested documentation to each requirement listed within the Statement of Work (SOW);
3. Bidder Declaration Form (GSPD-05-105) – (Attachment 1);
  - Suppliers must complete the Bidder Declaration and include it with response. When completing the declaration, Bidders must identify all subcontractors proposed for contract participation. Bidders awarded a contract are obligated to use the subcontractors for the requested services unless CPHCS agrees to a substitution via formal amendment.
4. Contractor's Small Business Certification, if applicable;
5. A copy of FDA/MQSA/ACR approval or certification letter for RIS Mammography module;
6. Completed Payee Data Record (STD 204) - (Attachment 2);
7. Seller's Permit;
  - Please note that ensuing award will be conditional on awardee providing Seller's Permit prior to execution of Purchase Order (STD 65); and
8. Special Provisions for Warranty Agreement (if applicable).

Interested bidders may submit questions and/or requests for clarification, via e-mail, to [Lindsay.Mendonca@cdcr.ca.gov](mailto:Lindsay.Mendonca@cdcr.ca.gov). CDCR responses to bidder questions that provide new and/or additional information will be provided to all vendors.

**AWARD OF CONTRACT**

Award, if made, will be in accordance with RFQ information to a responsible bidder who complies with all requirements of the RFQ and any addenda thereto, except for such immaterial defects as may be waived by CPHCS. Award, if made, will be made within forty-five (45) days after the five (5) day Notice of Intent to Award; however, a bidder may extend the offer beyond 45-days in the event of delay of contract award. "Days" means calendar days unless otherwise specified.

CPHCS reserves the right to determine the successful bidder either on the basis of individual items or on the basis of all items included in this RFQ, unless otherwise specified herein. Unless the bidder specifies otherwise in its bid, CPHCS may accept any item or group of items of any bid. The CPHCS reserves the right to reject any and/or all quotes submitted and/or modify or cancel, in whole or in-part, this RFQ.

The awarded Contractor will be obligated to provide goods and services at the cost offered on the Request for Quotation Form.

**PROTEST PROVISIONS**

Bidder's issue(s) must be dealt with in good faith and attempts must be made by CPHCS and Bidder to resolve any potential bid disputes informally before a formal protest may be submitted. Resolution of Bidder's issue(s) must first be attempted through the departmental contact person. If Bidder's issue(s) result in a protest, the protest will be submitted to DGS Procurement Division Deputy Director, or designee, to hear and resolve issues, and whose decision will be final.

If Bidder has submitted a bid believed to be totally responsive to RFQ requirements and he/she believes bid should have been selected for award according to lowest net cost meeting all other bid specifications, Bidder may submit a formal protest as noted below. Protests regarding selection of award may be heard and resolved by the Victim Compensation and Government Claims Board.

All protests of award must be made in writing within the five (5) day Notice of Intent to Award period, signed by an individual authorized to bind Bidder contractually and financially, and contain a statement of reason(s) for protest; citing the law, rule, regulation or procedure on which the protest is based. The protester must provide facts and evidence to support the claim. Protests must be mailed or delivered to:

DEPUTY DIRECTOR  
California Department of General Services  
Procurement Division  
707 Third Street, Second Floor South  
West Sacramento, CA 95605  
Facsimile Number: (916) 375-4611

All RFQ protests or protests concerning selection of award or other aspects of the process must be received by DGS Procurement Division Deputy Director as promptly as possible, but not later than the date indicated in the Notice of Intent to Award. Certified or registered mail must be used unless delivered in person, in which case the protester should obtain a receipt of delivery.

Request For Quotation Form  
(Goods and Services)

<b>QUOTE DUE DATE:</b> <b>QUOTE OPENING:</b>	<b>Responses must be electronically delivered to:</b> Lindsay.Mendonca@cdcr.ca.gov  <b>On or before time 2:00 p.m., Thursday, April 14, 2011.</b>	<b>Delivery Date</b>  _____ <b># Days ARO</b>
<b>Supplier name and address:</b>   <b>Supplier Contact:</b>  <b>Phone:</b> _____ <b>Fax:</b> _____	<b>SOLICITATION NO:</b>  <b>RFQ #11-015- ITS</b> <b>DATE: March 23, 2011</b>  <b>For further information contact:</b>  <b>Lindsay Mendonca</b> <b>(916) 324-6383 or</b> <b>Lindsay.Mendonca@cdcr.ca.gov</b>  <b>Ship To:</b>  <b>CPHCS Allied Health Services</b> <b>501 J Street, Suite 600</b> <b>Sacramento, CA 95814</b>	<b>REQUISITION OR CONTROL #</b>  _____  <b>ARE YOU CLAIMING PREFERENCE: AS A SMALL BUSINESS:</b> <b>YES _____ NO _____</b>  <b>IF YES, MANUFACTURER?</b> <b>YES _____ NO _____</b>  <b>ARE YOU A NON-SMALL BUSINESS CLAIMING AT LEAST 25% SMALL BUSINESS SUBCONTRACTOR PREFERENCE?</b> <b>YES _____ NO _____</b>  <b>\$ _____</b>
<b>Name (Print):</b> ▶ _____  <b>Title:</b> ▶ _____  <b>Signature:</b> ▶ _____ <b>Date:</b> _____  <b>Federal Employer Identification Number:</b> ▶ _____	<b>Return quote to:</b>  <b>California Department of Corrections and Rehabilitation:</b>  Lindsay.Mendonca@cdcr.ca.gov	<b>SECTION 14838 ET SEQ. OF THE CALIFORNIA GOVERNMENT CODE REQUIRES THAT A 5% PREFERENCE BE GIVEN TO BIDDERS WHO QUALIFY AS A SMALL BUSINESS AS A NON-SMALL BUSINESS CLAIMING AT LEAST 25% CALIFORNIA CERTIFIED SMALL BUSINESS PARTICIPATION FOR REQUIREMENTS SEE TITLE 2, CALIFORNIA CODE OF REGULATIONS SECTION 1896 ET SEQ. THE REQUIREMENTS FOR NONPROFIT VETERAN SERVICE AGENCIES QUALIFYING AS A SMALL BUSINESS ARE CONTAINED IN SECTION 999.50 ET. SEQ. OF THE MILITARY AND VETERANS CODE.</b>

Bidder offers and agrees if this response is accepted within 45 calendar days following the date response is due to furnish all items upon which prices are quoted, at the prices set opposite each item, delivered at the designated point(s) by the method of delivery and within the times specified and subject to the attached General Provisions. DELCARATIONS UNDER PENALTY OF PERJURY; By signing above, with inclusion of the date of signature, the above signed bidder DECLARES UNDER PENALTY OF PERJURY under the laws of the State of California as follows: (1) (STATEMENT OF COMPLIANCE). The above signed as complied with the non-discrimination program requirements of Government Code 12990 and Title 2, California Administrative Code Section 8103, and such declaration is true and correct. (2) The National Labor Relations Board declaration set forth in Paragraph 48 of the General Provisions is true and correct. (3) If a claim is made for the Small Business or Disabled Veterans Business preference, the information set forth within is true and correct.

**QUOTE FOR RADIOLOGY INFORMATION SYSTEM (RIS)**

ITEM NO.	QTY	UNIT	COMMODITY/PRODUCT CODE	DESCRIPTION	UNIT PRICE	EXTENSION
1	1	EA		RIS Software (See Statement of Work [SOW])		
2	1	EA		RIS Installation and Implementation Services (See SOW)		
3	1	EA		RIS Training (See SOW)		
4	1	EA		RIS Service and Support (See SOW)		
Total Proposed Price <sup>1</sup> \$ _____						

<sup>1</sup> Bidders shall also include a separate itemized quote to reflect all required goods and services listed in the SOW.

## Bid Requirements

In addition to the response requirements specified in RFQ #11-015 ITS, page 2, all of the following quote information is required:

1. **Delivery:** Final delivery, inspection and acceptance of goods and services shall be at CPHCS Allied Health Services, 501 J Street, Sacramento, CA, 95814.
2. **Quotation:** For purposes of this solicitation (RFQ), bidders will provide quotes for goods and services on the basis of "All" or "None". Bidder's quote shall include an itemized description of all specifications as required in the SOW. All quotes must be valid for a minimum of one-hundred and twenty (120) calendar days from RFQ submittal date.
3. **Cash Discounts:** Cash discounts will not be considered when evaluating bid responses for award purposes. However, cash discounts may be offered and taken by CDCR processing invoices within the timeframe specified.
4. **Shipment:** For the purposes of this solicitation, only bid responses quoting F.O.B Destination will be accepted.
5. **Inquiries/questions:** Written questions must be received by Tuesday, April 5, 2011.
6. **Bidder's Instructions and General Provisions:** The attached Bidder's Instructions and General Provisions have recently been revised. Please read carefully.

IT General Provisions: <http://www.documents.dgs.ca.gov/pd/modellang/GPIT060810.pdf>

Bidder Instructions: <http://www.documents.dgs.ca.gov/pd/modellang/BidderInstructions070110.pdf#search=GSPD-451&view=FitH&pagemode=none>

7. **Quotation attachments:** Bid responses that reference a supplier's own terms and conditions or provisions will be considered non-responsive and may be rejected.
8. **Important Note:** Only bids quoted on the State's Quotation Form will be considered. Bids shall be submitted electronically with the solicitation number, bid due date, and time clearly marked. All quotes must be valid for a minimum of one-hundred and twenty (120) calendar days from RFQ submittal date.
9. **Warranty Information:** Special provisions for any Warranty on goods quoted.

**Responsible Bidder:** The CDCR may require bidder(s) to submit evidence of their qualifications at such times and under conditions as it may deem necessary. The question of whether a particular bidder is a responsible bidder may involve an evaluation of bidder's experience, type of facility, expertise or financial resources regarding the particular items requested in this RFQ. If a bidder has been determined to be non-responsible, the bid shall be rejected.

**New Equipment:** All equipment to be provided in response to this RFQ shall be new and latest model in current production.

**Payee Data Record:** The successful bidder will submit a Payee Data Record, STD. Form 204 listing their Taxpayer Identification Number.

### **Seller's Permit**

Please note that award will be conditional on providing the following document prior to award:

You must provide your company's California retailer's seller's permit or certification of registration and, if applicable, the permit or certification of all participating affiliates, issued by California's State Board of Equalization (BOE), pursuant to the California State Board of Equalization (BOE), pursuant to all requirements set forth in Revenue and Taxation Code Sections 6452.1, 6487, 6487.3, 7101, and 18510, and Section 10295.1 of the Public Contract Code (PCC). In order to confirm validity of the permit, provide the BOE permit number in the space provided below and attach a copy of the permit with your bid.

Retailer's Seller's Permit Number: \_\_\_\_\_

**Small Business Regulations:** The Small Business regulations, located in the California Code of Regulations (Title 2, Division 2, Chapter 3, Subchapter 8, Section 1896 et. seq.), concerning the application and calculation of the small business preference, small business certification, responsibilities of small business, department certification, and appeals are revised, effective 09/09/04. The new regulations can be viewed at ([www.pd.dgs.ca.gov/smbus](http://www.pd.dgs.ca.gov/smbus)). Access the regulations by Clicking on “Small Business Regulations” in the right sidebar. For those without Internet access, a copy of the regulations can be obtained by calling the Office of Small Business and DVBE Services at (916) 375-4940.

**Non-Small Business Subcontractor Preference:** A 5% bid preference is now available to a non-small business claiming 25% California certified small business subcontractor participation. If applicable, claim the preference in the box on the right hand side of the first page of this solicitation.

**Attachment with bid required if claiming the Small Business Preference:** All bidders must complete and include the Bidder Declaration form GSPD-05-105. If claiming the non-small business subcontractor preference, the form must list all of the California certified small businesses with which you commit to subcontract in an amount of at least twenty-five percent (25%) of the net bid price. All certified small businesses must perform a “commercially useful function” in the performance of the contract as defined in Government Code Section 14837(d)(4).

**Small Business Certification:** Bidders claiming the small business preference must be certified by California as a small business or must commit to subcontract at least 25% of the net bid price with one or more California certified small businesses. Completed certification applications and required support documents must be submitted to the Office of Small Business and DVBE Services (OSDS) no later than 5:00 p.m. on the bid due date, and the OSDS must be able to approve the application as submitted.

Questions regarding certification should be directed to the OSDS at (916) 375-4940.

**Declaration Forms:** All bidders must complete the Bidder Declaration GSPD-05-105 and include it with bid response. When completing the declaration, bidders must identify all subcontractors proposed for participation in the contract. Bidders awarded a contract are contractually obligated to use the subcontractors for the corresponding work identified unless CPHCS agrees to a substitution and it is incorporated by amendment to the contract.

At the State's option prior to award, bidders may be required to submit additional written clarifying information. Failure to submit the required written information as specified may be grounds for bid rejection.

#### **Attachments**

The following documents are considered part of this solicitation and must be returned with the bid response or the bid may be considered invalid and be rejected:

1. Cover Letter;
2. Request for Quotation Form (Exhibit B-1);
3. Bidder Declaration form GSPD-05-105 (Attachment 1);
4. Contractor Small Business Certification (if applicable);
5. Payee Data Record (Attachment 2);
6. Seller's Permit; and
7. Special Provisions for Warranty Agreement (if applicable).

## **CDCR SPECIAL PROVISIONS**

### **1. SUBCONTRACTOR/CONSULTANT INFORMATION**

Contractor is required to identify all subcontractors who will perform labor or render services in the performance of the Agreement. Additionally, the Contractor shall notify the CPHCS within ten (10) calendar days, of any changes to the subcontractor and/or consultant information.

### **2. EMPLOYMENT OF EX-OFFENDERS**

a. Contractor cannot and will not either directly, or via a subcontracted consultant and/or firm, employ in connection with this Agreement:

- (1) Ex-Offenders on active parole or probation;
- (2) 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
- (3) Any ex-felon in a position which provides direct supervision of parolees.

b. 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:

- (1) Contractor shall obtain the prior written approval to employ any such ex-offender from the Authorized Administrator; and
- (2) 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.

### **3. 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.

### **4. 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.

#### **5. SECURITY CLEARANCE/FINGERPRINTING**

The State reserves the right to conduct fingerprinting and/or security clearance through the California 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.

#### **6. 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.

#### **7. 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:***

#### **8. BLOODBORNE PATHOGENS**

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

#### **9. 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), 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, 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 are 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*

## **10. 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.

## **11. 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.

## **12. 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.

### **13. 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 a California 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.

**ATTACHMENT 1  
BIDDER DECLARATION**

The Bidder Declaration Form can be located at the link below:

<http://www.documents.dgs.ca.gov/pd/delegations/GSPD105.pdf>

**ATTACHMENT 2  
PAYEE DATA RECORD (STD 204)**

The Payee Data Record (STD 204) can be located at the link below:

<http://www.documents.dgs.ca.gov/osp/pdf/std204.pdf>



**DEPARTMENT OF CORRECTIONS AND REHABILITATION  
CALIFORNIA PRISON HEALTH CARE SERVICES  
STATE OF CALIFORNIA**

**STATEMENT OF WORK  
RADIOLOGY INFORMATION SYSTEM (RIS)**

This Statement of Work (SOW) includes all software and service requirements for procurement of a Radiology Information System (“RIS”) for California Prison Health Care Services (CPHCS), and all institutions within the enterprise of the California Department of Corrections and Rehabilitation (CDCR). Descriptions herein describe the minimum RIS requirements to be provided by the Contractor, which if properly configured and installed, shall create, track and maintain the diagnostic radiology record for the CDCR patient-inmate population. This RIS shall be utilized by qualified radiology personal. Implementation will initially occur within a single datacenter until a secondary disaster recovery datacenter is connected.

Please review Schedule A for annual modality breakdown and Schedule B for number of modalities across the enterprise.

Contractor shall provide a response and requested documentation for each listed goods and services requirement.

Schedule A

Modality	Estimated number of Exams, 2010	Percent Exam Distribution
CR	112,738	82.04%
CT	5,327	3.88%
MR	6,688	4.87%
RF	1,282	.93%
US	8,885	6.47%
Mammography	2,491	1.81%
<b>Enterprise Estimated Total</b>	<b>137,411</b>	

Schedule B

Number of Modalities	Number of MWL SCU	Number of C-Store Devices	Number of Facility Room Locations
250	250	250	44

**1. Technical Requirements**

Contractor shall provide all of the following:

Technical specifications shall include, but are not limited to, the minimum requirements listed below:

## 1.1 System Architecture

The proposed RIS solution must:

1. Be configured for disaster recovery;
2. Provide High Availability options to include clustering servers and database replication;
3. Be a single non-distributed RIS database;
4. Be able to scale to accommodate 33+ facilities currently; and
5. Provide complete system architecture drawings (non marketing material) of the proposed system architecture (**provide this documentation with RFQ response**).

## 1.2 General Network/Connectivity Requirements

The proposed RIS solution must:

1. Provide remote connectivity requirements to your proposed solution;
2. Be able to work within a VLAN and WAN environment without degradation to performance of the application; and
3. Provide all internal and external ports, and communication protocols used for communication for the central servers.
  - These may be used for firewall configuration.

## 1.3 Desktop-Hardware Standards

The proposed RIS solution or Contractor Must:

1. Provide minimum and recommended specifications for desktop configurations (**provide this documentation with RFQ response**); and
2. Provide certified and supported printer models and configuration needed to print orders and reports.

## 1.4 Desktop-Software Configuration

The proposed RIS solution must:

1. Provide an application suite that is a thin client and utilizes Internet Explorer;

2. Authenticate with LDAP or active directory services; and
3. Have the ability to install remotely.

### 1.5 Network Transport & Protocols

The proposed RIS solution must:

1. Support Wide Area Network (WAN) and TCP/IP protocols between facilities; and
2. Support standard network management protocols that include TCP/IP.

### 1.6 Interoperability and Interface

The proposed RIS solution must:

1. Be capable of accepting eMPI and MRN. RIS system must file both identifiers;
2. Be able to create a single patient record from the eMPI;
3. Be able to send the eMPI and MRN outbound via an interface to a PACS system;
4. Be capable of integrating to Oracle's HTB system via bi-directional HL7 3.0 preferably.
  - If HL7 3.0 is not available, RIS must be able to meet HTB interface specifications (e.g., Web service, HL7 2.x.);
5. Provide the ability to resubmit any HL7 transaction to either the RIS database or outbound interface;
6. Allow for configurable ADT events both inbound and outbound;
7. Allow for bi-directional HL7 integration to 3rd party dictation system;
8. Have the ability or workaround to use ADT A17 or swap patients feature of HL7;
9. Receive a basic order message from a scheduling system.
  - This order must either populate an order queue worklist for actual scheduling or the scheduling worklist to be assigned to a resource;

10. Send SIUID with the order to the DMWL device and PACS;
11. Be able to receive an image SCN (Study Content Notification) message from the PACS;
12. Manage translation tables for inbound and outbound interfaces;
13. Accept MPPS messages from the imaging modality or PACS;
14. Have the ability to send all merge events whether originating in the HIS or in the RIS outbound to subsystems (PACS);
15. Be able to disable all billing interfaces;
16. Be able to allow HL7 message review and resubmission by customer;
17. Provide ability to review failed interface messages and provide error codes in simple to understand terms;
18. Provide RIS interface engine that runs separately from the database servers;
19. Provide the ability to notify administration of an interface down or cycle event;
20. Store an amount of messages on the interface if connection is lost in a queue; and
  - CPHCS recognizes the above provision is based on server capacity.
21. Be able to block or hold messages from outbound communication based on order parameters (i.e., non-billable, non-reportable, procedure code).

#### 1.7 Processing Hardware/Software

The proposed RIS solution must:

1. Provide a high availability RIS either that employs clustering or, preferably, replication for off-site redundancy.
2. Fully support Virtual Private Networks (VPN);
3. Support for RIS database and interfaces to operate multiple facilities on a single database, and accept or create approximately 250,000 orders a year (currently), with up to one million orders for future growth;
4. Support 100+ simultaneous active application Web connections for an average application user load;

5. Support high availability options (i.e., load balancing for Web servers, clustering for database servers, and replication of the database across a WAN). If not, Contractor must state disaster recovery solution;
6. Provide all third party software required and licensed to configure, and install proposed RIS solution (**provide this documentation with RFQ response**);
7. Provide recommended specifications and configurations for all hardware, and storage items required to implement the proposed RIS solution (**provide this documentation with RFQ response**);
8. Provide recommended server specifications for both Dell and HP (**provide this documentation with RFQ response**);
9. Provide CPHCS, and any other authorized third-party entity, with OS update methodology and mechanism for approved updates (**provide this documentation with RFQ response**);
10. Provide a detailed hardware architecture diagram of Contractor's proposed solution including all server equipment required for each site (**provide this documentation with RFQ response**);

#### 1.8 Application and Database Functions

The proposed RIS solution must:

1. Have the ability to broadcast Administrator notifications to users over the application;
2. Be able to create combination codes (i.e., CT chest, CT abdomen and CT pelvis);
3. Be able to separate procedure codes by modality, department, and anatomy (i.e., body region);
4. Be able to merge patients at the patient level;
5. Be able to create procedure(s) as non-reportable and non-billable;
6. Be capable of automatically creating ascending unique accession numbers for each order;
7. Be able to refer all organizations to the same procedure code table(s);
8. Provide a merge candidates list with access created by role and definable by privileges;

9. Be able to fax reports to outside physicians via a facsimile (i.e., fax) server.
  - Must be able to resend a report via fax;
10. Be capable of retransmitting reports via HL7, fax;
11. Be able to create ad hoc Administrator reports;
12. Be capable of sending original report text along with an addendum;
13. Provide CPT dictionary uploading; and
14. Be able to assign RVU's to procedures.

#### 1.9 Security – Authentication Features

The proposed RIS solution must:

1. Provide the ability to assign users to access groups by facility.

#### 1.10 CPHCS Information Security Requirements

The proposed RIS solution must:

1. Comply with all applicable federal laws and regulatory requirements for the protection of health information including, but not limited to, HIPAA and HITECH;
2. Comply with all applicable state laws and regulatory requirements for the protection of health-related and other confidential information including, but not limited to, CA Confidentiality of Medical Information Act, Information Practices Act of 1977, Assembly Bill 211, Assembly Bill 1298, Assembly Bill 1950, Senate Bill 1386, and Civil Code Sections 1798.14-1798.23;
3. Comply with all State information security policy including, but not limited to, [CA State Administrative Manual \(SAM\) 5300](#), [CA Technology Agency IT Policy Letters](#), and the [CA Statewide Information Management Manual \(SIMM\)](#);
4. Comply with all Agency information security and information technology policies per CDCR Department Operating Manual (DOM) including, but not limited to, Chapter 4, Article 45, "Information Security";
5. Ensure assignment of security accountability to the appropriate State employee:

- a. Identify the security official who is responsible for development and implementation of the security controls.
6. Ensure system (i.e., server, storage device, network device) time synchronization with the enterprise authoritative time server;
  7. Adhere to CPHCS Access Control Principles:
    - a. Least Privilege Principle;
      - i. Implicit deny/explicit permit.
    - b. Establish appropriate separation of duties;
    - c. Require unique user identification;
      - i. Assign a unique name and/or number for identifying and tracking user identity.
    - d. Establish an emergency access procedure;
      - i. Establish (and implement as needed) procedures for obtaining necessary electronic protected health information during an emergency.
    - e. Enforce session timeout or automatic logoff;
      - i. Implement electronic procedures that terminate an electronic session after a predetermined time of inactivity.
    - f. Support Role Based Access Control (RBAC):
      - i. Define roles and associated privileges/rights;
      - ii. Define use of ID directory or repository;
      - iii. Define use of user ID(s);
      - iv. Define use of security group(s);
      - v. Define use of roles;
    - g. Establish procedures for granting access to electronically protected health information (e.g., through access to a workstation, transaction, program, process, or other mechanism);
    - h. Establish security measures to guard against unauthorized access to electronically protected health information that is being transmitted over an electronic communications network;
    - i. Establish security measures to ensure that electronically transmitted electronic protected health information is not improperly modified without detection until disposed of;

- j. Establish electronic mechanisms to corroborate that electronically protected health information has not been altered or destroyed in an unauthorized manner;
  - k. Establish procedures to verify that a person or entity seeking access to electronically protected health information is the person they claim to be; and
  - l. Establish mechanism(s) to encrypt electronically protected health information whenever deemed appropriate whether in storage or in transit.
8. Establish and document an appropriate AAA framework (i.e., authorization, authentication, and accounting).
- a. Authorization:
    - i. Establish procedures for the authorization of workforce members who work with electronically protected health information or in locations where it might be accessed;
    - ii. Establish procedures to determine access of a workforce member to electronically protected health information is appropriate;
    - iii. Establish procedures for terminating access to electronically protected health information when the employment of a workforce member ends;
    - iv. Must identify appropriate data owners;
    - v. Must identify appropriate system owners;
    - vi. Access authorization must include formal authorization from data owner; and
    - vii. Access authorization must include formal authorization from the requester's "report to" manager.
  - b. Authentication:
    - i. Establish appropriate authentication types (i.e., single versus multiple factor authentication);
    - ii. Establish authentication password and/or token solution:
      - 1. Something you know (e.g., PIN/password);

2. Something you have (e.g., digital certificate); and
  3. Something you are (e.g., biometric ID).
- iii. Establish when authentication will occur; and
    1. Define purpose for timing of authentication (e.g., during login, when using privileged access, etc.).
  - iv. Establish what type of authentication password and/or token will be used in what context.
- c. Accounting (auditing):
- i. Events to log:
    1. Successful user/session logins;
    2. Unsuccessful user/session logins;
    3. User/session logouts;
    4. Use of system utilities;
    5. Changes to system configurations;
    6. Files accessed -images or records reviewed; and
    7. Records modified or deleted.
  - ii. Details to capture within log entry:
    1. Date of event;
    2. Time of event;
    3. Type of event (i.e., system, security, application);
    4. Username;
    5. If provided, source IP address, source terminal identity, or some type of unique source identifier;
    6. If provided, file access to include: type of access: read, write, delete;
    7. If provided, file operations to include: create, modify, delete, copy, put, get;
    8. If provided, directory access to include: type of access: read, write, delete;
    9. If provided, directory operations to include: create, modify, delete, copy, put, get;
    10. Dates/times/details of events; and
    11. If provided, network addresses and protocol.
- d. Protection of log information:
- i. Establish preventative measures to ensure log integrity;
  - ii. Establish preventative measures to ensure log availability;
  - iii. Establish short-term log retention strategy (i.e., 0-72 hours); and
  - iv. Establish long-term log retention strategy (i.e., 72 hours - 90 days; some logs may require longer term retention strategies to address regulatory requirements).

- e. System maintenance records:
  - i. Establish procedures detailing how physical systems maintenance will be managed, monitored, and recorded.

9. Security Management:

- a. Describe how RIS solution will employ the use of preventative controls;
- b. Describe how RIS solution will employ the use of detective controls; and
- c. Describe how the RIS solution will employ the use of corrective controls.

10. System Monitoring:

- a. Establish how RIS solution components will be monitored for health.

11. System Backup and Disaster Recovery:

- a. Establish system(s) back up strategy:
  - i. Establish what system(s) must be backed up;
  - ii. Establish the frequency that systems will be backed up;
  - iii. Establish the type of system backup techniques will be employed (i.e., system, state, configuration, full, incremental, partial, etc.); and
  - iv. Establish hierarchical storage management solution, if required/applicable.
- b. Describe Disaster Recovery Strategy:
  - i. Establish recovery strategy for OS corruption;
  - ii. Establish recovery strategy for application corruption;
  - iii. Establish recovery strategy for transactional data corruption;
  - iv. Establish recovery strategy for database corruption;
  - v. Establish recovery strategy for hardware failure; and
  - vi. Establish recovery strategy for catastrophic event such as a natural disaster.
- c. Emergency Mode Operation Plan:

- i. Establish procedures to enable continuation of those critical business processes dependent on the proposed solution.

#### 1.11 Integrity Features

1. CPHCS requires the following integrity features:
  - a. RIS application providing user-definable screen and report prompts that indicates missing or critical information when entering an order or patient;
  - b. RIS application providing the ability to store all rejected transactions along with a reason for rejection;
  - c. RIS application protected from unauthorized access via Internet through use of firewalls, cryptography and authentication devices; and
  - d. RIS application providing mechanism for controlling simultaneous updates to its database(s).
2. Support Trend Micro and McAfee for virus protection solutions.

#### 1.12 Disaster Prevention/Recovery Features

1. CPHCS requires the following recovery features:
  - a. The RIS is supported by a backup process that can be performed in a dynamic mode so that the application can be operational 24 hours-per-day;
  - b. Data file backup procedures must be provided; and
  - c. RIS application supports or is supported by disk mirroring or shadowing for security downtime processing, error recovery, etc.

#### 1.13 System Documentation

The Contractor must:

1. Provide multiple sets of service manuals for each system component type;
  - A softcopy version is also desirable.

2. Provide complete manuals covering the operation, installation and maintenance of all RIS components, and explaining the operational concept of the RIS as a whole;
  - A softcopy version is also desirable.
3. Provide QC procedures in hard copy and soft copy required to maintain operation (hardware and procedural);
4. Allow centralized soft-copy access to all manuals; and
5. Provide updated manuals that appropriately reflect each new software release and implementation phase.

## **2.0 Clinical Requirements**

The proposed RIS solution must:

### **2.1 Mammography Module**

1. Include an ACR certified mammography tracking system or module within the RIS solution;
2. Provide full audit trail of user's entries and modifications;
3. Provide ability to track call backs;
4. Adhere to all MQSA requirements for certified mammography tracking systems;
5. Provide a Mammography Module that sends out automatic reminders for annual screening dates and follow-up procedures;
  - This must be produced in mail form and a printable report.
6. Provide the following reports from the Mammography Module:
  - a. Repeat rates;
  - b. BI-RADS patient history data collection;
  - c. BI-RADS radiology result report generation;
  - d. MQSA audit report;
  - e. False positive/negative reporting, true positives, true negatives, reporting by physician and enterprise view; and
  - f. Ability to track nodule, density, calcification, and masses.

## 2.2 Clerical Support Staff Functions

The proposed RIS solution must:

1. Allow the day's schedule to be automatically printed by resource or facility;
2. Track master jacket location in a Fileroom Module;
3. Track records requests; and
4. Allow for reprinting of final report or refax to destination.

## 2.3 Reporting Module

The proposed RIS solution must:

1. Provide a minimum of the following canned reports:
  - a. Turnaround time by procedure;
  - b. Turnaround time by modality;
  - c. Radiologist productivity;
  - d. Technologist productivity;
  - e. Supply management;
  - f. Annual / Monthly volumes by modality or procedure code;
  - g. RVU analysis;
  - h. Unread exams report;
  - i. Repeat analysis by site;
  - j. Resource utilization reports; and
  - k. AdHoc reporting.

## 2.4 Technologist Module

The proposed RIS solution must:

1. Provide the technologist ability to modify the exam (e.g., change procedure code or study date) up until the exam is in transcribed status.
  - Only Administrator can modify an exam beyond transcribed status;

2. Provide the technologist ability to type in an exam note or comment under the data entry screen;
3. Allow for performing and reporting technologists in the data entry screen;
4. Ability to track supplies by site (i.e., contrast, syringes and charge for them by study);
5. Provide ability to write the start-time and end-time received from MPPS interface, at minimum; and
6. Ability to record the number of images and repeat images received from MPPS interface.

## 2.5 Administration

The proposed RIS solution must:

1. Allow for fully searchable HL7 message log for all successful and error messages, and which interface they occurred on;
2. Be able to clear a print queue;
3. Be able to transfer stock from one facility to another;
4. Be able to load procedure code once and assign it to all facilities versus loading it numerous times; and
5. Provide ability to use a load tool to bulk load or modify code settings for bulk update.

## 3.0 Implementation and Installation Services

Implementation and Installation services shall include, but are not limited to, the minimum requirements listed below:

### 3.1 Installation Services

The RIS Contractor must:

1. Collaborate with CPHCS staff and contractors to provide communication and change management for implementation and installation services;
2. Disclose all installation partners and/or subcontractors to CPHCS;

3. Allow CPHCS representatives to approve the Contractor's acceptance testing methodology;
4. Establish warranty/support initiation no sooner than first clinical use;
5. Allow RIS to be tested fully with developed testing scripts with all integrated systems before entering a live environment;
6. Provide the escalation procedures as they relate to installation services; and
7. Work directly with Allied Health representatives and members of CPHCS.

### 3.1 Workflow Analysis

The RIS Contractor must:

1. Accept the Workflow Analysis that has been completed by Allied Health Services (AHS) representatives;
2. Allow AHS representatives' workflow analysis to be used in implementation of the design and configuration of each site;
3. Provide dataflow design of 3rd party application interactions (i.e., digital dictation/voice recognition, Java-based Web portal for image launch).
  - This must not be general marketing material (**provide the above documentation with RFQ response**);

### 3.2 Project Management

The RIS Contractor must:

1. Provide a project manager to collaborate with CPHCS staff and other contractors to provide coordination for system implementation and installation services.

## 4.0 Training

The purpose of this section is to understand the supplemental Contractor Training Program fees throughout and after this procurement. The training audience shall include Radiology Technologists, contracted Radiologists, and supporting imaging staff within the institutions. CDCR seeks the costs of onsite training that follows the initial RIS equipment install, in addition to the supplemental training required during major equipment component upgrades. Other training options that may be considered include distance learning, Computer-Based Training, and/or Web meetings.

- Propose quotes above the minimum requirements (i.e., training options) shall be at Bidder's expense.

The RIS Contractor must:

1. Provide both a hard copy and soft copy user guide for each delivered system component;
2. Provide updated manuals (i.e., hard copy and soft copy) to accompany all software updates, upgrades, or releases at no additional cost;
3. Provide all training to Allied Health Services representatives who will then be responsible to train end user staff.
  - Contractor must support Allied Health representatives for any questions that arise;
4. Provide the roles and responsibilities of Contractor's training specialist for a single site implementation including, but not limited to, scope of training, coordination, and hours/week on site;
5. Train workflow as provided by Allied Health Services Representatives;
6. Provide all fact sheets and job aids provided for each user group;
7. Provide on-site training in a test system prior to activation;
8. Provide a summary of all advance off-site course content for each course offered and all users that are associated with the course(s) in matrix form;
9. Assist CPHCS in building an infrastructure of an in-house education program for sustainability in the post go-live environment; and
10. Provide ability to measure learner competencies to be certain learning was successful and report results back to CPHCS.

## **5.0 Service and Support**

Along with all requirements listed above, Bidder's quote must also include all service repairs and preventive maintenance to maintain optimal level of performance for the RIS for five (5) consecutive years. The service and maintenance requirements listed within "Service and Support" shall apply to all core and peripheral components of the system (e.g. software, etc.).

Contractor's services shall include, but not limited to, all of the following:

1. Contractor's organization will commit a dedicated Account Executive/Client advocate to CPHCS. This means an executive level with the authority to make legally binding decisions on behalf of their organization. This individual is the person of final resort and escalation resolution. Experience with Oracle HTB is preferred;
  - This executive/advocate must not be a sales representative.
2. The nature of imaging services and operations require that the system be available at all times. CPHCS is interested in a Contractor that can demonstrate a minimum 99.99% contractually guaranteed uptime on their core components and offer a fully functional RIS solution. Uptime is defined by CPHCS as "all delivered functionality for the performance of distribution, interpretation, and ability to log and create orders while disseminating them to subsystems";
3. CPHCS requires 6am-6pm/365 support in the Pacific Time Zone. Contractor's support model must be structured to meet this requirement;
4. For critical system hard down support, CPHCS requires return phone call within 15 minutes and on-site support within two (2) hours to the datacenter.
  - Contractor's organization must have the ability and commit to this requirement;
5. All service calls must be logged and tracked;
  - Contractor will provide quarterly reports of service calls and issue status.
6. Provide Contractor's service escalation process. Contractor must be very specific as to the steps and level of authority at each step to resolve problems;
7. Contractor must provide required maintenance schedule for RIS application. Contractor shall list and define which areas of maintenance are Contractor's responsibility, and which are CPHCS' obligations;
  - Delineate by areas such as: IT, Bio/Clinical Engineering, RIS/PACS Administrator.
8. Contractor must have extensive experience in Remote Service and System management with active monitoring, 24x7; and
9. Contractor must provide validated released PATCH management for maintenance support model for the RIS operating system.

## 6.0 Optional Items

### 6.1 Technical Options

The proposed RIS solution should:

1. Be certified to run in a virtual environment, if requested;
2. Function on wireless infrastructure;
3. Be capable of sending out IHE based events, such as “completed,” “uncompleted,” etc., via HL7; and
4. Perform a current version check and update remotely.

### 6.2 Radiologist Functionality

The proposed RIS solution should:

1. Provide ability, if radiologist signs final report in the RIS, to proxy sign;
2. Be capable of maintaining original radiologist when sending an addendum report with a new radiologist;
3. Be capable of accepting multiple signing radiologists;
4. Allow for over reads for QA purposes;
5. Allow for “resident review” workflow, if Radiology Physician Assistants (RPAs) are used; and
6. Have capability for radiologist to edit reports.

### 6.3 Clinical Functionality

The proposed RIS solution should:

1. Allow for online exam protocol, so Radiologists can instruct the technologists to perform the exam a certain way;
2. Allow user to arrive and begin exam in single step;
3. Provide ability to perform a quick registration;
4. Provide the ability to send an SCN message at completion or incomplete via HL7; and

5. Provide a default standard exam code load for fast build, if needed using standard codes.