

State of California

Department of Corrections and Rehabilitation (CDCR)



Request For Quotation (RFQ)

RFQ DUE 08/20/2012 & TIME DUE 2:00pm
Cynthia.Basa@cdcr.ca.gov
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1 of 2**SERVICES SHALL BE PROVIDED AT:**
 California Department of Corrections and Rehabilitation
 Pelican Bay State Prison
 P.O. Box 7000
 Crescent City, CA 95532

Date: 08/07/2012

 Reference **RFQ Number**
RFQ #12-021-ITS

 Fax completed RFQ to:
 (916) 323-2845

 BIDDER NAME
 ADDRESS
BIDDER NAME AND ADDRESS**BIDDER INSTRUCTIONS**

E-mail or facsimile (fax) machine quotes will be accepted for this RFQ. Either scan and e-mail or fax this signed RFQ form and completed Bidder Declaration (GSPD-05-105), Budget Rate Sheet (Exhibit B-1), Payee Data Record (STD 204) and on or before the date and time specified above.

Contract Information

CDCR is inviting responses to this Request For Quotation (RFQ) entitled: **NURSE CALL SYSTEM MAINTENANCE AND REPAIR SERVICES** for Pelican Bay State Prison.

Included in this RFQ package are:

- Statement of Work (Exhibit A)
- Service Report (Exhibit A-1)
- Budget Detail and Payment Provisions (Exhibit B)
- Budget Rate Sheet (Exhibit B-1)
- DGS Provisions for IT (Exhibit C)

These documents are incorporated by reference and are available on the Department of General Services (DGS) website. See Exhibit C for specific links. If you do not have Internet access, you may request a hard copy of Exhibit C by contacting the contract analyst listed below.

- CDCR Special Provisions (Exhibit D)
- Bidder Declaration (GSPD-05-105)
- Payee Data Record (STD 204)
- Certificate of Insurance

Anticipated Date for Commencement of Services: 08/27/2012 or upon approval, whichever occurs later to 6/30/2014.

This RFQ, bidder's response, the State's General Provisions – Information Technology (GSPD 401IT, effective 06/08/2010), and applicable IT Purchase, Personal Services and Maintenance Special Provisions (<http://www.documents.dgs.ca.gov/pd/modellang/ITModules.pdf>) will be made part of CCHCS' Contract and procurement file.

In accordance with the California Government Code and Americans with Disabilities Act (ADA) requirements, this RFQ can be made available in a text-only format on a compact disc as a disability-related reasonable accommodation. Contact the contract analyst listed below.

Contract Analyst Contact Information: Cynthia Basa
Phone (916) 324-8045 Fax (916) 323-2845
Email address: cynthia.basa@cdcr.ca.gov

Signature of Authorized Representative:

Print Name and Title of Authorized Representative:

Phone and Fax Number:

Date

RFQ #12-021-ITS

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THIS IS A REQUEST FOR QUOTATION. The successful bidder will be required to complete a Payee Data Record (Std 204) form prior to issuance of the agreement. Bidders are solely responsible for understanding the scope of work and all requirements, terms, conditions, evaluation criteria, etc. If the language is unclear or ambiguous, it is the bidder's responsibility to request clarification or assistance before submitting a quote. No verbal information will be binding upon the State unless the State issues such information in writing.

The State reserves the right to amend the resulting agreement. Increases in cost must be included with the original quote.

INSTRUCTIONS AND REQUIREMENTS

1. 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>
2. Only bids quoted on the State's Quotation Form will be considered. Bids shall be submitted electronically with the solicitation number and the 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.
3. Quantities listed on Cost Sheet, Exhibit B-1 are the State's estimates only and are offered as a basis for comparison of quotes. The State does not expressly or by implication agree that the actual amount of work will correspond therewith and reserves the right to omit portions of the work as may be deemed necessary or advisable by the State.
1. Bidder certifications and/or qualifications and/or licensing requirements (if any) are specified in Statement of Work (Exhibit A). The bidder shall provide verification as specified upon submitting a quote and comply with all requirements.
2. In the case of a discrepancy between the Unit Price (e.g., Hourly Rate, Cost per Service) and Item Total (e.g., Hourly Rate x Hours Worked = Item Total), the Unit Price shall prevail. However, if the Unit Price figure is ambiguous, illegible, uncertain, or is omitted, the Item Total shall be divided by the estimated usage (e.g., Hours Worked) to determine the Unit Price. In the case of a discrepancy between the Basis of Award and the sum of the Item Totals, the sum of the Item Totals shall prevail.
3. The total amount of the quote will be rounded up to the nearest whole dollar when the Agreement documents are prepared.
4. By virtue of submitting a quote, the vendor signing is accepting all terms and conditions expressed herein. Quotation responses that reference a supplier's own terms and conditions or provisions will be considered non-responsive and will the quote will be rejected. The state assumes no responsibility if a quote was not received timely or correctly.
5. The State is not required to award a contract and reserves the right to reject all quotes.
6. In the event of a tie quote, the CDCR reserves the right to determine the bidder based on the percent of discount specified on Exhibit B-1 Rate Sheet, if applicable. If not applicable or if there is a tie discount, a witnessed coin toss or lot drawing will be used to determine the bidder entitled to the award.
7. For the purposes of this solicitation, award will be made on the basis of lowest quote to a responsible bidder who complies with all requirements of this RFQ and any addenda thereto, except for such immaterial defects as may be waived by CDCR. CDCR 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.
8. Only quotes supplied on the State's own quotation forms and signed by an authorized representative will be considered.

9. The successful bidder will enter into a contract with the State, which will be prepared on a STD 213 form, which includes Exhibits A, A-1, B, B-1, C by reference and D.
10. Agreements are not valid unless and until approved by the Department of General Services (DGS), or, under its authority, the CDCR. The State has no legal obligation unless and until the agreement is approved. Any work commenced by the vendor prior to agreement approval may be considered voluntary and the vendor may have to pursue claim for payment by filing with the California Victim Compensation and Government Claims Board. When the agreement is approved by the State, a “fully executed” copy will be forwarded to the awarded vendor.
11. Should the awarded vendor fail to commence work at the agreed upon date and time, the State, upon five (5) days written notice to the vendor, reserves the right to terminate the agreement and award to the next lowest responsible bidder who complies with all requirements of this RFQ and any addenda thereto,
12. If it is determined to be in the best interest of the State, the State may extend this contract, with no increase in service cost, for a period of one (1) year or less. The rates applied for this additional term are specified in Exhibit B-1, Rate Sheet, for the latest fiscal year. The vendor is obligated to this extended term of service at the time of quote.
13. Any modifications to the attached SOW of the ensuing Agreement will be defined, documented and mutually agreed upon by Contractor and CDCR. The CDCR reserves the right to renegotiate installation, maintenance and/or training services as deemed necessary to meet the needs of the correctional facility according to State priorities. CDCR and Contractor shall mutually agree to all changes; and renegotiated services outside the scope of the original contract may require control agency approval prior to commencement of work.

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 CCHCS. 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.

CCHCS 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, CCHCS may accept any item or group of items of any bid. The CCHCS reserves the right to reject any and/or all quotes submitted, 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 submitted.

PROTEST PROVISIONS

Bidder's issue(s) must be dealt with in good faith and attempts must be made by CCHCS 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
Procurement Division
California Department of General Services
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.

EXHIBIT A STATEMENT OF WORK

1. SERVICES TO BE PERFORMED

Contractor shall furnish all labor, including travel and per diem, parts, transportation, equipment, software, cable, wiring, field device installation, panel terminations, head-end panel programming and start-up, Computer-aided Design (CAD) generated shop drawings, Architect/Engineer (A/E) submittals, Operations & Maintenance (O&M) Manuals, customer training, acceptance testing and every other item of expense necessary to perform maintenance and repair services for the medical department's Nurse Call System for the California Department of Corrections and Rehabilitation (CDCR), Pelican Bay State Prison (PBSP), located at 5905 Lake Earl Drive, Crescent City, CA 95532.

This Agreement will include upgrades and replacement of any part that becomes worn or inoperable, or that otherwise affects the equipment's operability in any way.

Contractor will provide Nurse Call Equipment maintenance and repair services for the equipment covered under this Agreement, as scheduled or upon request of the Institution Contract Liaison as specified herein.

Upgrades, 24/7 remote diagnostic for licensed software upgrades, 24/7 phone support with a commitment to return message within thirty (30) minutes, annual preventative maintenance inspection, quarterly cleaning of systems, and additional on-site maintenance and repair services as needed, shall be performed as stated herein and shall be paid by the State as specified in the Rate Sheet (Exhibit B-2). Contractor shall report any damage detected by the contractor in the performance of this contract to the Contract Liaison, at the time damage is detected.

Annual Preventative Maintenance Inspection shall include the cleaning and testing of all batteries, with replacement as needed. Contractor shall also perform tests and adjustments necessary to assure the satisfactory quality and level of performance of the system under normal operating conditions.

Contractor shall perform eight (8) hours annually of on-site service and repair when requested, to be on-site within twenty-four (24) hours of service call from Contract Liaison.

- Contractor shall be reimbursed at the currently hourly rate if repair services exceed eight (8) hours annually.

Parts: All parts shall be from the manufacturer of and have compatibility with presently installed equipment. All newly installed replacement parts become the property of the State. All repairs that require parts shall have prior authorization from the Contract Liaison.

All services shall be performed during normal business hours of operation 8:00 a.m. to 4:00 p.m., Monday through Friday, excluding State holidays and weekends.

The State assumes no responsibility for any work commenced by Contractor and will not reimburse Contractor for any work performed prior to a fully approved Agreement.

2. EQUIPMENT

The Contractor shall be required to maintain an inventory sheet of equipment/tools used for repair services on institution grounds. The inventory sheet shall be checked upon entering and exiting the secured perimeter, to verify that all equipment is accounted for. The equipment/tool inventory sheet must be reviewed and approved by the institution's Watch Commander prior to being brought onto institutional grounds. The inventory list must accompany the Contractor and/or service technicians each time he/she enters institutional grounds. When changes are made to the list, the Contractor must provide an updated list before entering Institutional grounds.

Immediately, upon discovery of the loss of any equipment/tools, the Contractor and/or his employees shall report the loss to the institution Watch Commander. Repair equipment/tools shall be located as close to work areas as custodial regulations permit. The State of California or the Institution shall not be responsible for any loss due to theft or otherwise.

3. DOCUMENT REQUIREMENTS

Contractor shall report the Institution Contract Liaison or designee upon arrival at the Institution to pick up the Exhibit A-1, Service Report(s).

After completion of service, Contractor and/or service technician shall submit a complete Exhibit A-2, Service Report, to the Institution Contract Liaison of the service provided, including any necessary repairs. Report shall include, but not be limited to: date of service, description of service provided, including replacement of any worn parts, name and signature of Contractor and/or service technician, location of equipment, equipment make, model and serial number, description of any noted deficiencies and suggested corrective action, total labor hours expended, and signature of State employee certifying indicated services were performed. All services performed by Contractor are to be inspected by the State after completion. The State is solely responsible for determining acceptability of the work performed and the operability of the equipment.

Contractor shall submit a copy of the Service Report with each invoice.

Invoices will only be paid if accompanied by Exhibit A-2, Service Report, approved by the Institution Contract Liaison or designee.

4. ACCIDENTS/DAMAGES

The Contractor shall be liable for damages arising out of injury to a person and/or damage to the property of the State, employees of the State, and any other person(s) other than agents or employees of the Contractor, designated by the State for any purpose, prior to, during or subsequent to delivery, installation, acceptance and use of the deliverables either at the Contractor's site or at the State's place of business, provided that the injury or damage was caused by the fault or negligence of the Contractor.

Security Conflicts: Should an emergency security situation arise (i.e., Lockdown), the designee at the institution will communicate with the Contractor to schedule service upon security ease restrictions.

5. EXCLUSIONS

Services provided under this agreement do not include maintenance of accessories, attachments, machines or other devices not specified herein. Also excluded are painting or refinishing of equipment, and the furnishing of supplies, accessories, or devices of any nature, except such items or equipment as may be necessary for the maintenance and repair of the equipment.

6. CERTIFICATIONS

If you are a Contractor located within the State of California, a business license from the city/county in which you are headquartered is required. However, if you are a corporation, a copy of your incorporation documents/letter from the Secretary of State's Office must be submitted. If you are a Contractor outside the State of California, you must include a copy of your business license or incorporation papers from your respective state showing that your company is in good standing in that state. Contractor must be Telligence certified by GE Healthcare to service GE Telligence ColorTouch VoIP Staff Console, HC-CONSOLE-E, Telligence PowerSwitch, and Telligence Station Gateway nurse call system.

7. WORKMANSHIP

All work provided by the Contractor shall conform to the latest requirements of Federal, State, City and County regulations. Contractor is responsible for compliance with all applicable laws, codes, rules and regulations in connection with work performed under this agreement.

The Contractor is obligated to complete services within the time frames specified herein. The time for completion of the work may be extended by the State for a reasonable period of time when there is a delay in the Contractor's performance of the work caused by unavoidable delay in receiving ordered parts, acts of God, fire, flood, epidemics, quarantine restrictions, strikes, freight embargoes, or unusual action of the elements, provided that the Contractor shall notify the Contract Liaison in writing of the causes of delay within two days from the beginning of any delay, and anticipated date of completion.

8. WORK AREA

Contractor will ensure that the work area is kept clean and free of debris, as necessary, to maintain a safe working environment for staff and inmates. While working on equipment, Contractor agrees to perform services with as little disruption to the State's operations as possible. All tools, equipment and other work materials belonging to the Contractor will be removed from the Institution at the end of each working day. The State shall not be responsible for storage of any Contractor property.

9. GUARANTEE

Contractor shall guarantee all services performed by Contractor service technicians, including all replaced parts, for a minimum of 90 calendar days from the date of service performance. If it is determined that failure has occurred due to defective parts or workmanship, Contractor shall correct the failure at no additional expense to the State. Correction shall occur during normal State business hours upon request for service by the Institution Contract Liaison.

10. INSPECTIONS

- a. Inspections: The contract liaison or his/her designee shall carry out inspections at various times during the contract term to check on the quality of work and determine acceptability of work performed before contract payment will be approved.
- b. Failure to Perform: CDCR shall routinely evaluate the work performance of the Provider and/or Provider's referred personnel assigned to CDCR to determine if CDCR standards and departmental/institutional policies and procedures are being maintained. Any Provider and/or Provider's referred personnel who fail to perform or who is physically or mentally incapable of providing the required service as required by this Agreement shall not be permitted to perform service. The CEO/CMO or designee shall state in writing the reasons the Provider or referred personnel did not meet the required policies or standards. The CEO/CMO will forward this information to the California Correctional Health Care Services (CCHCS) Headquarters Office, for inclusion in the provider's file as an alert. CDCR shall not pay Provider or Provider's referred personnel for any services performed that are deemed unacceptable in accordance with the required services contemplated by this Agreement.

The State reserves the right to award multiple agreements for back-up purposes. When services are needed, the lowest "primary" Provider who complies with all requirements of this RFQ and any addenda thereto, shall be contacted first. WHEN, and ONLY WHEN, the lowest Provider is unable to provide the requested services, the second lowest Provider who complies with all requirements of this RFQ and any addenda thereto, shall be contacted, this process will be repeated based on the number of contracts awarded. This process will take place each time the Institution contacts the Provider to provide services.

Providers with multiple agreements for the same service and same institution shall be obligated to provide services at the same rates in the primary contract until all the obligations (e.g., # of hours, etc.) under the primary contract are attained before the secondary or subsequent contract can be in effect. The only exception to this provision occurs when the rate(s) in a subsequent agreement is lower than those of the primary agreement; the State then has the sole right to determine which rate(s) will be applied.

Failure to provide services on three (3) or more occasions may result in termination of your Agreement or the institution not having to contact Provider prior to going to the other providers for the duration of the agreement term. The CEO/CMO or designee has sole discretion in this selection.

- c. Liquidated Damages: In the event the Contractor fails to appear on the agreed-upon day without providing notification to the institution's designee within two (2) hours of the scheduled appointment, the Contractor will be considered a no-show, and liquidated damages will be imposed. The parties agree that the determination of damages to CDCR in the event of a no-show is difficult to establish and that this amount is a reasonable assessment of the damages that CDCR would sustain, based on circumstances existing at the time of entering into this Agreement. CDCR reserves the right to apply liquidated damages of fifteen percent (15%) of contractor's request for reimbursement, which will be deducted from the Contractor's hourly rate (a minimum of four (4) hours) on the next invoice for subsequent service performed for that institution. Contractor shall not be assessed liquidated damages under security situations.

- d. Standard Notice and Termination: The Contractor is expected to respond to service requests in a timely manner. In the event Contractor is unable to perform a service request within the time frames outlined in Section 1 (Services to be Performed), paragraph 8, on three (3) occasions and/or is a no-show (i.e., no calls, no cancellation, and no rescheduling of appointment) on three (3) or more occasions in a six (6) month period, CDCR reserves the right to terminate this Agreement. Upon termination of this Agreement, CDCR will award an Agreement to the next lowest responsive responsible bidder.

11. CONTRACT LIAISON

The contractor liaison is Chris Barker (707) 465-1000, extension 7897, who can be contacted Monday through Friday, from 8:00 a.m. to 4:00 p.m. The Contract Liaison(s) or designated representative(s) shall be solely responsible for determining acceptability of services provided by the Contractor in conjunction with this Agreement. The Contractor shall submit an invoice with all services performed documented, including identification/serial number of equipment serviced.

**EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS**

1. INVOICING AND PAYMENT

- a. For services satisfactorily rendered, and upon receipt and approval of Contractor's invoices, the CDCR agrees to pay the Contractor for services in accordance with Exhibit B-1 (Budget Rate Sheet), attached hereto and made a part of this Agreement.
- b. Invoices shall include the name of the individuals performing service, CDCR contract number, service report and date performed. Upon completion and acceptance of services, but not more frequently than monthly in arrears, Contractor shall mail invoices to:

California Department of Corrections and Rehabilitation
SAO – Accounts Payable "A" Unit
P.O. Box 187015
Sacramento, CA 95818-7015

- c. Each invoice shall identify the type of service, date of service, and the cost as itemized in Exhibit B-1. Invoices shall be on the Contractor's letterhead and include the Contractor's name, the CDCR contract number, and the invoice total.
- d. Each invoice shall include copies of the published price list from which replacement parts were ordered and the Contractor's Service Report (see Exhibit A, Statement of Work, Section C.4, Documentation Requirements) for the service(s) being invoiced.

2. BUDGET CONTINGENCY CLAUSE

- a. It is mutually agreed that if the California State Budget Act for the current fiscal year and/or any subsequent fiscal 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.
- b. If funding for the purposes of this program is reduced or deleted for any fiscal year by the California State Budget Act, 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.

3. PROMPT PAYMENT CLAUSE

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927. Payment to small/micro businesses shall be made in accordance with and within the time specified in Chapter 4.5, Government Code 927 et seq.

4. SUBCONTRACTORS

For all Agreements, with the exception of Interagency Agreements and other governmental entities/auxiliaries that are exempt from bidding, nothing contained in this Agreement, or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of Contractor's responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

**EXHIBIT B-1
BUDGET RATE SHEET**

NOTE: Bidder is required to bid each item. Failure to indicate a dollar amount in any item will be grounds to reject the entire bid. A zero dollar (\$0.00) amount listed for any and all items will be interpreted and understood by the State to mean that the bidder indicating a zero dollar amount shall perform any such services at no cost to the State.

A. UPGRADES/MAINTENANCE/INSPECTION

DESCRIPTION	UNIT COST	X	ESTIMATED QUANTITY OF EQUIPMENT	X	ESTIMATED NUMBER OF SERVICES	=	TOTAL
24/7 Remote diagnostics for licensed software upgrades		X	1	X	24	=	
24/7 Phone support, with a 30 minute call back policy		X	1	X	24	=	
Annual preventative maintenance inspection		X	1	X	2	=	
Quarterly cleaning of systems		X	1	X	8	=	
Additional on-site services as requested		X	1	X	8	=	

B. PARTS

1	Parts (for term of contract)	=	\$10,000.00
2	Percentage Discount on Parts	=	
TOTAL AMOUNT OF AGREEMENT (SUM OF A+B)=			
			BASIS OF AWARD

Contractor may offer a discount on invoices in order for the invoices to be paid within thirty (30) days of receipt. Discount offered must be at least one-half of one percent and a minimum of \$5.00.

Discount offered on invoices to be paid within 30 days of receipt =

█ % *

* The percent of discount (highest discount prevails) may be used in the event of tie bids. Refer to the Notice to Prospective Bidders, Bid Submission Requirements.

EXHIBIT C
DGS IT GENERAL PROVISIONS

The following DGS provisions for Information Technology are hereby incorporated by reference and made part of this Agreement as if attached hereto:

- General Provisions – Information Technology (GSPD-401IT), effective date 06/08/2010.
<http://www.documents.dgs.ca.gov/pd/modellang/GPIT060810.pdf>
- Information Technology Maintenance Special Provisions, effective date 01/21/2003.
<http://www.documents.dgs.ca.gov/pd/modellang/maintenancespecial12103.pdf>

EXHIBIT D
CDCR 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 Contract Liaison, or designee, in writing, within ten (10) working days, of any changes to the subcontractor and/or consultant information.

3. EMPLOYMENT OF EX-OFFENDERS (DOM 31060.5.5)

a. Contractor cannot and will not either directly, or on a subcontract basis, 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.

4. LICENSES AND PERMITS (revised 03/04)

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 CDCR 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 (revised 01/28/02)

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, and the Department Operations Manual (DOM) Section 31100 et seq. 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 CDCR 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 CDCR 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 CDCR and in that capacity participates in making a governmental decision or performs the same or substantially all the same duties for CDCR that would otherwise be performed by an individual holding a position specified in CDCR's 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, CDCR 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 CDCR. 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 CDCR. 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 reserves the right to 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 (Sole Proprietor Contract only) Req'd by SCM, added 04/04

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.

10. CONTRACTOR EMPLOYEE MISCONDUCT

During the performance of this Agreement, it shall be the responsibility of the contractor whenever there is an incident of use of force or allegation(s) of employee misconduct associated with and directly impacting inmate and/or parolee rights, to immediately notify CDCR of the incident(s), to cause an investigation to be conducted, and to provide CDCR with all relevant information pertaining to the incident(s). All relevant information includes, but is not limited to: a) investigative reports; b) access to inmates/parolees and the associated staff; c) access to employee personnel records; d) that information reasonably necessary to assure CDCR that inmates and/or parolees are not or have not been deprived of any legal rights as required by law, regulation, policy and procedures; and e) written evidence that the contractor has taken such remedial action, in the event of unnecessary or excessive force, or employee misconduct with inmates and/or parolees, as will assure against a repetition of incident(s) or retaliation. To the extent that the information provided by the contractor fails to so assure CDCR, CDCR may require that any implicated contractor

staff be denied access to and the supervision of CDCR inmates and/or parolees at the facility and access to inmate and/or parolee records. Notwithstanding the foregoing, and without waiving any obligation of the contractor, CDCR retains the power to conduct an independent investigation of any incident(s). Furthermore, it is the responsibility of the contractor to include the foregoing terms within any and all subcontracts, requiring that subcontractor(s) agree to the jurisdiction of CDCR to conduct an investigation of their facility and staff, including review of subcontractor employee personnel records, as a condition of the Agreement.

11. INSURANCE REQUIREMENTS (Supersedes provision number 20, Insurance, of GSPD-401IT)

Insurance as required herein shall be a condition of the State's obligation to pay for services provided under this Agreement. Prior to approval of this Agreement and before performing any work, Contractor and any subcontractor shall furnish to the State evidence of valid coverage. The following shall be considered evidence of coverage: A certificate of insurance, a "true and certified" copy of the policy, or any other proof of coverage issued by Contractor's insurance carrier. Binders are not acceptable as evidence of coverage. Providing evidence of coverage to the State conveys no rights or privileges to the State, nor does it insure any State employee or insure any premises owned, leased, used by or otherwise or under the control of the State. It does, however, serve to provide the State with proof that the Contractor and any subcontractor are insured at the minimum levels required by the State of California.

Contractor agrees that any liability insurance required in the performance of this Agreement shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires or is canceled during the term of this Agreement, Contractor's insurance provider must agree to give at least thirty (30) days prior notice to the State before said expiration date or notice of cancellation. Evidence of coverage required in the performance of this Agreement shall not be for less than the remainder of the term of this Agreement or for a period of not less than one year. The State and the Department of General Services (DGS) reserve the right to verify the Contractor's evidence of coverage; evidence of coverage is subject to the approval of the DGS. In the event the Contractor fails to keep insurance coverage as required herein in effect at all times, the State reserves the right to terminate this Agreement and to seek any other remedies afforded by the laws of the State of California.

For all companies and/or businesses and individual providers, the Contractor hereby represents and warrants that the Contractor is currently and shall be, for the duration of this Agreement, at Contractor's expense insured against:

Commercial General Liability - Provider agrees to carry a minimum of \$1,000,000 per occurrence for bodily injury and property damage liability combined.

The certificate of insurance must include the following provisions:

- The insurer will not cancel the insured's coverage without 30 days prior written notice to the State. The California Department of Corrections and Rehabilitation must be named as the "Certificate Holder" and list the following:

State of California
California Department of Corrections and Rehabilitation
California Correctional Health Care Services
IT Acquisitions

P.O. Box 4038
Sacramento, CA 95827

- The State of California, its officers, agents, employees, and servants are hereby named as additional insured but only with respect to work performed for the State of California.

Auto Liability – By signing this Agreement, the Contractor certifies that the Contractor and any employees, subcontractors or servants possess valid automobile coverage in accordance with California Vehicle Code Sections 16450 to 16457, inclusive. The State reserves the right to request proof at any time.

12. WORKERS' COMPENSATION

Contractor hereby represents and warrants that Contractor is currently and shall, for the duration of this agreement, carry workers' compensation insurance, at Contractor's expenses, or that it is self-insured through a policy acceptable to CDCR, for all of its employees who will be engaged in the performance of this agreement. Such coverage will be a condition of CDCR's obligation to pay for services provided under this agreement.

Prior to approval of this agreement and before performing any work, Contractor shall furnish to the State evidence of valid workers' compensation coverage. Contractor agrees that the workers' compensation insurance shall be in effect at all times during the term of this agreement. In the event said insurance coverage expires or is canceled at any time during the term of this agreement, Contractor agrees to give at least thirty (30) days prior notice to CDCR before said expiration date or immediate notice of cancellation. Evidence of coverage shall not be for less than the remainder of the term of the agreement or for a period of not less than one year. The State reserves the right to verify the Contractor's evidence of coverage. In the event the Contractor fails to keep workers' compensation insurance coverage in effect at all times, the State reserves the right to terminate this agreement and seek any other remedies afforded by the laws of this State.

Contractor also agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all of Contractor's workers' compensation claims and losses by Contractor's officers, agents and employees related to the performance of this agreement.

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

13. BLOODBORNE PATHOGENS

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

14. TUBERCULOSIS (TB) TESTING (revised 01/05)

In the event that the services required under this Agreement will be performed within a CDCR institution/parole office/community based program, 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 CDCR. 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 CDCR, at no cost to CDCR, 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 CDCR upon Contractor's request.

15. PRIMARY LAWS, RULES, AND REGULATIONS REGARDING CONDUCT AND ASSOCIATION WITH STATE PRISON INMATES AND JUVENILE JUSTICE WARDS

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, or wards who are housed within California's institutions/facilities or camps, are to be apprised of the laws, rules and regulations governing conduct in associating with prison inmates or wards. The following is a summation of pertinent information when non-departmental employees come in contact with prison inmates or wards.

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 or wards:

- 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 or wards. 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, and California Welfare and Institutions Code (WIC) Section 1712.

- b. CDCR does not recognize hostages for bargaining purposes. CDCR has a "NO HOSTAGE" policy and all prison inmates, wards, visitors, and employees shall be made aware of this.

SOURCE: PC Sections 5054 and 5058; CCR, Title 15, Section 3304 and 4603; WIC Section 1712.

- 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, 3288, 4696, and 4697; WIC 1712.

- 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) and 4696; WIC Section 1712.

- e. It is illegal for an individual who has been previously convicted of a felony offense to enter into CDCR adult institutions/facilities or camps, or youth institutions/facilities or camps in the nighttime, without the prior approval of the Warden or officer in charge. 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; WIC Section 1001.7.

- 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 or wards firearms, explosives, alcoholic beverages, narcotics, or any drug or drug paraphernalia, including cocaine or marijuana. It is illegal to give wards sex oriented objects or devices, and written materials and pictures whose sale is prohibited to minors.

SOURCE: PC Sections 2772, 2790, 4533, 4535, 4550, 4573, 4573.5, 4573.6 and 4574; WIC Section 1152, CRR, Title 15, sections 4681 and 4710; WIC Section 1001.5.

- g. It is illegal to give or take letters from inmates or wards without the authorization of the Warden or officer in charge. It is also illegal to give or receive any type of gift and/or gratuities from prison inmates or wards.

SOURCE: PC Sections 2540, 2541 and 4570; CCR, Title 15, Sections 3010, 3399, 3401, 3424, 3425 and 4045; WIC Section 1712.

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

SOURCE: PC Section 2601; CCR, Title 15, Section 3383, 4002.5 and 4696.

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

SOURCE: CCR, Title 15, Section 3171 (b) (1) and 4696.

- 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. Interviews with individual wards are permitted with written consent of each ward if he is 18 years of age or older, or with written consent of a parent, legal guardian, or committing court, if 17 years of age or younger.

SOURCE: CCR, Title 15, Sections 3261.5, 3315 (3) (W), and 3177 and 4700(a) (1).

- k. It is a crime for a person to make verbal or written statements concerning a discharged inmate to procure or deprive the inmate of employment for the purpose of extortion.

SOURCE: PC Section 2947.

16. 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.

17. TOBACCO-FREE ENVIRONMENT (Authority: AB 384, effective 07/01/05)

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.

18. PRISON RAPE ELIMINATION POLICY

CDCR is committed to providing a safe, humane, secure environment, free from sexual misconduct. This will be accomplished by maintaining a program to ensure education/prevention, detection, response, investigation and tracking of sexual misconduct and to address successful community re-entry of the victim. CDCR shall maintain a zero tolerance for sexual misconduct in its institutions, community correctional facilities, conservation camps and for all offenders under its jurisdiction. All sexual misconduct is strictly prohibited.

As a contractor with CDCR, you and your staff are expected to ensure compliance with this policy as described in Department Operations Manual, Chapter 5, Article 44.

19. 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.

20. 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.

21. 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. The Business Associate Agreement can be located at the link below:

http://www.cdcr.ca.gov/Divisions_Boards/Plata/HIPPA_ExhibitG.html.

22. ELECTRONIC WASTE RECYCLING

The Provider certifies that it complies with the requirements of the Electronic Waste Recycling Act of 2003, Chapter 8.5, Part 3 of division 30, commencing with Section 42460 of the Public Resources Code, relating to hazardous and solid waste. Provider shall maintain documentation and provide reasonable access to its records and documents that evidence compliance. CCHCS electronic data stored upon any Provider device must be returned to the CCHCS immediately and the vendor must certify that CCHCS data is either removed from the Providers devices by degaussing

or shredding per National Institute of Standards and Technology (NIST) Special Publication Series 800-88 and National Industrial Security Program (NISP) Operating Manual (DOD 5220.22-M) and Clearing and Sanitization Matrix (C&SM) based on NSA/CSS Policy Manual 9-12, “Storage Device Declassification Manual”.

**ATTACHMENT A
BIDDER DECLARATION**

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

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

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

**ATTACHMENT C
CERTIFICATE OF INSURANCE**

Bidder will be required to provide a copy of company certificate of liability insurance.