

**State of California**  
**Department of Corrections and Rehabilitation**



**Request for Proposal (RFP) 10-035-ITS**

**Rural Health Care Program**  
**Implementation Project**  
**Voice and Data Services**

You are invited to review and respond to this Request for Proposal (RFP). To submit a Proposal for services, you must comply with the instructions contained in this document. By submitting a Proposal, your firm agrees to the terms and conditions stated in this RFP, Bidder's response, the California Prison Health Care Services (CPHCS) Special Provisions, and the State's General Provisions – Information Technology (GSPD-401IT) and applicable Information Technology (IT) contract modules.

Please read the attached documents carefully. All Proposals are due Monday, February 7, 2011, at 4:00 p.m., Pacific Time (PT), and must be clearly labeled as required in Section 8 (Proposal Format).

**Department RFP Contact:**

California Department of Corrections and Rehabilitation  
California Prison Health Care Services  
IT Acquisitions  
Attention: CYNTHIA BASA-PINZON  
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STATE OF CALIFORNIA  
DEPARTMENT OF CORRECTIONS AND REHABILITATION (CDCR)  
CALIFORNIA PRISON HEALTH CARE SERVICES (CPHCS)

January 5, 2011

The California Department of Corrections and Rehabilitation (CDCR), California Prison Health Care Services (CPHCS), is requesting proposals for Voice and Data Services. This RFP seeks services to fulfill CPHCS' current and future rural telecommunication needs in the following three (3) regions:<sup>1</sup>

- Region 1 – Northern Region Rural Health Clinics.
- Region 2 – Central Region Rural Health Clinics.
- Region 3 – Southern Region Rural Health Clinics.

Each region contains multiple sites. Successful Bidders may be required to execute individual contracts for each institutional site within a given region. For example, if a Bidder is awarded Region 1, Bidder may be required to execute and provide services under five (5) separate contracts.

Bidders may bid on a single region or all three (3) regions. **BIDDERS THAT CHOOSE TO BID VOLUME DISCOUNTS MUST INCLUDE A COST PROPOSAL FOR EACH REGION PLUS A CUMULATIVE COST PROPOSAL CONTAINING VOLUME DISCOUNTS, IF OFFERED. THE AWARD WILL BE BASED ON THE WEIGHTED VALUE/SCORE OF EACH REGION.**

In addition to telecommunication services, the ensuing agreements may require other duties that include, but are not limited to, all of the following:

- Transition and Implementation of services from one Contractor to another;
- Ongoing End-User Support;
- Ongoing Management of Business Relationships;
- Marketing Services;
- Oversee Written Service Reports;
- Training;
- Documentation of Current and Future Services;
- Support Network Operations, Management, and Maintenance of Services;
- Execute Service Level Agreements (SLAs); and
- Other Telecommunication-Related Services, as requested by CPHCS.

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<sup>1</sup> Regional approach allows Bidders to propose services within a specified region or statewide.



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**CALIFORNIA PRISON HEALTH CARE SERVICES (CPHCS)**

This RFP contains instructions for Bidders interested in providing telecommunication services in one (1) or more of the Regions. Below is a brief overview to inform Bidders of RFP requirements and to locate specific information.

1. Section 1 – Introduction: Provides introductory purpose and background information, general approach, key action dates and times, and other informational items.
2. Section 2 – Rules Governing Competition: Defines bidding requirements and other conditions.
3. Section 3 – Existing State Telecommunications: Defines existing telecommunication services, institutional locations, and State topology within CPHCS.
4. Section 4 – Proposed Future State Telecommunications: Defines service enhancements and proposed future State topology.
5. Section 5 – Administrative Requirements: Defines Proposal’s administrative requirements regarding qualifications and responsibilities of Bidder.
6. Section 6 - Detailed Proposal: Provides guideline(s) for preparation of Bidder proposal including designation of service requirements and proposal content.
7. Section 7 - Service Costs: Provides requirements for submitting costs associated with mandated services.
8. Section 8 - Proposal Format: Provides guideline(s) for proposal format, contents, and organization.
9. Section 9 - Proposal Evaluation: Defines evaluation process including evaluation criteria, weighted value, and scoring methodology.

The evaluation of Bidders’ responses and award of any resultant contracts shall be made in accordance with the process set forth in Section 9 (Proposal Evaluation). A Bidder’s proposal is an irrevocable offer for 180 calendar days following the Notice of Contract Award as specified in Section 2 (Rules Governing Competition). A Bidder may extend the offer in the event of a delay in contract award.

To submit a proposal, Bidders must comply with the instructions contained herein. By submitting a proposal, Bidder agrees to the terms and conditions stated in this RFP, Bidder’s response, the California Prison Health Care Services (CPHCS) Special Provisions, the State’s General Provisions – Information Technology (i.e., GSPD-401IT; effective 06/08/2010), and applicable Information Technology (IT) Special Provisions.

Proposals are due by 4:00 p.m., Monday, February 7, 2011. Responses and required copies must be submitted in accordance with Section 8 (Proposal Format), and clearly labeled to the department contact noted below.



**STATE OF CALIFORNIA**  
**DEPARTMENT OF CORRECTIONS AND REHABILITATION (CDCR)**  
**CALIFORNIA PRISON HEALTH CARE SERVICES (CPHCS)**

**Department Contact:**

California Department of Corrections and Rehabilitation

California Prison Health Care Services

Attention: CYNTHIA BASA-PINZON

P.O. Box 4038

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**SECTION 1: INTRODUCTION**

**1.1 PURPOSE**

The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified companies and/or firms to provide voice and data (i.e., telecommunication) services at a minimum of eighteen (18) adult correctional institutions statewide. Individual companies or firms interested in providing voice and data telecommunication services to CPHCS are encouraged to apply.

**1.2 BACKGROUND**

The California Prison Health Care Receivership Corporation is a non-profit organization created to house activities of the Federal Receiver. United States District Court Judge, Thelton E. Henderson, established the Receivership as a result of a 2001 class action lawsuit – Plata v. Schwarzenegger – brought against the State of California over the quality of medical care provided in the State’s prison system.

All activities of the Receivership have one common purpose: to create a collaborative environment where custody and health care staff improve upon the quality of medical services in California prisons in order to meet constitutional standards while reducing avoidable morbidity and mortality. One aspect aimed at improving inmates’ access to health care is to improve the secondary services that surround and support health care delivery systems. These secondary services include, but are not limited to, pharmacy, medical records, radiology services, laboratory services, and telemedicine.

Given California’s fiscal crisis comes the need to identify a more cost effective means of meeting the goals of the Receivership while maintaining programmatic and fiscal accountability to State taxpayers. One step in that direction is to seek discounted telecommunication services from providers interested in participating in the federal Rural Health Care Program (RHCP).

The RHCP was established by the Federal Communications Commission (FCC) to assist public health care providers deploy a dedicated broadband network. The Program reimburses eligible rural providers for telecommunication services and internet access charges. Currently, rural health care providers may pay more for the same or similar telecommunication services than those vendors located in urban areas. The RHCP is intended to ensure that rural health care providers pay no more for telecommunications and internet access services than their urban counterparts.

The CPHCS has applied for federal participation in the RHCP with eighteen (18) institutional sites designated as rural entities. As a condition of participation, CPHCS must conduct a competitive solicitation to allow telecommunication providers to bid on eligible services. Consequently, CPHCS is requesting proposals from qualified bidders to provide telecommunication services at the correctional institutions cited herein.



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**1.3 DESCRIPTION OF SERVICE REGIONS**

This RFP divides the service locations into three (3) separate regions. Bidders’ proposals for each region will be individually evaluated and awarded.

Bidders may submit proposals for one (1) or more Regions.

**BIDDERS MUST BE ABLE TO PROVIDE REQUESTED SERVICES TO ALL SITES WITHIN A GIVEN REGION TO BID THAT REGION.**

The three (3) Regions are as follows:

Region 1 – Northern Region Rural Health Clinics

SITE	SITE NAME	REGION	CITY	COUNTY	ADDRESS
CCC	California Correctional Facility	Northern	Susanville	Lassen	711-045 Center Rd., Susanville, CA 96130
HDSP	High Desert State Prison	Northern	Susanville	Lassen	475-750 Rice Canyon Rd., Susanville, CA 96127
MCSP	Mule Creek State Prison	Northern	Ione	Amador	4001 Highway 104, Ione, CA 95640
PBSP	Pelican Bay State Prison	Northern	Crescent City	Del Norte	5905 Lake Earl Dr., Crescent City, CA 95531
SCC	Sierra Conversation Center	Northern	Jamestown	Tuolumne	5100 O'Byrnes Ferry Rd., Jamestown, CA 95327

**Table 1 Northern Region Rural Health Clinics**

Region 2 – Central Region Rural Health Clinics

SITE	SITE NAME	REGION	CITY	COUNTY	ADDRESS
ASP	Avenal State Prison	Central	Avenal	Kings	#1 Kings Way, Avenal, CA 93204
CCWF	Central California Women's Facility	Central	Chowchilla	Madera	23370 Road 22, Chowchilla, CA 93610
VSPW	Valley State Prison for Women	Central	Chowchilla	Madera	21633 Avenue 24, Chowchilla, CA 93610
COR	California State Prison, Corcoran	Central	Corcoran	Kings	4001 King Avenue, Corcoran, CA 93212
CTF	Correctional Training Facility	Central	Soledad	Monterey	Highway 101, North Soledad, CA 93960
SVSP	Salinas Valley State Prison	Central	Soledad	Monterey	31625 Highway 101, Soledad, CA 93960
PVSP	Pleasant Valley State Prison	Central	Coalinga	Fresno	24863 West Jayne Avenue, Coalinga, CA 93210



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SITE	SITE NAME	REGION	CITY	COUNTY	ADDRESS
SATF <sup>1</sup>	California Substance Abuse Treatment Facility	Central	Corcoran	Kings	900 Quebec Avenue, Corcoran, CA 93212
WSP	Wasco State Prison	Central	Wasco	Kern	701 Scofield Avenue, Wasco, CA 93280

**Table 2 Central Region Rural Health Clinics**

Region 3 – Southern Region Rural Health Clinics

SITE	SITE NAME	REGION	CITY	COUNTY	ADDRESS
CAL	Calipatria State Prison	Southern	Calipatria	Imperial	7018 Blair Road, Calipatria, CA 92233
CCI	California Correctional Institution	Southern	Tehachapi	Kern	24900 Highway 202, Tehachapi, CA 93561
CEN	Centinela State Prison	Southern	Imperial	Imperial	2302 Brown Road, Imperial, CA 92251
CVSP	Chuckawalla Valley State Prison	Southern	Blythe	Riverside	19025 Wiley's Well Rd., Blythe, CA 92225
ISP	Ironwood State Prison	Southern	Blythe	Riverside	19005 Wiley's Well Rd., Blythe, CA 92225

**Table 3 Southern Region Rural Health Clinics**

**1.4 GENERAL APPROACH**

The CPHCS recommends that Bidders read the entire RFP carefully to ensure submittal of a complete and accurate proposal.

**1.4.1 Contract Term and Number of Contractors**

The CPHCS will not award more than one Contractor for telecommunication services within each Region. The term of each agreement is planned for an initial five (5) years with an option to extend for two (2) additional one-year terms.

**1.4.2 Anticipated Pricing**

The CPHCS requests that Bidder proposals reflect lower overall pricing than the current cost(s) of other telecommunication service agreements executed by the State of California. Bidders may offer discounted pricing for traditional and/or new voice and data services, per region.

The CPHCS anticipates Bidders will propose their best prices for all eligible services, which will constitute a “price cap” from which costs may be negotiated downward after completing the Notice of Intent to Award period.<sup>2</sup>

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<sup>1</sup> This site is currently pending RHCP eligibility and may not be included in Region 2.



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**1.4.3 Price Reductions After Award**

Awarded agreements will be executed with no minimum guarantee(s) to contractors for funding or quantities of services to be procured. For competitive reasons, contractors may negotiate price reductions from the initial contracted price via an amendment.

**1.4.4 Services Implementation**

Bidders must propose telecommunications services that are interoperable and compatible with existing CPHCS equipment and network infrastructure, or provide and/or replace equipment needed to implement services at no additional cost to CPHCS. CPHCS may, however, pay installation costs for additional services ordered during and after the initial implementation period.<sup>3</sup>

**1.4.5 Contractor Interaction(s)**

Contractors must work with CPHCS project sponsors, internal and external stakeholders, State personnel, and other consultants to meet CPHCS’ business needs.

If a bidder is awarded more than one agreement, they will be required to name a single point of contact to respond to CPHCS inquiries.

**1.5 KEY ACTION DATES AND TIMES**

Below are the “key” action dates and times by which Bidder actions must be taken or completed. If CPHCS finds it necessary to change any dates up to and including the Last Day to Submit Proposal(s), change(s) will be accomplished via an addendum to this RFP.

PLEASE NOTE, HOWEVER, THAT ALL DATES AFTER THE PROPOSAL SUBMISSION DEADLINE ARE APPROXIMATE AND MAY BE ADJUSTED AS CONDITIONS INDICATE WITHOUT ADDENDUM TO THIS RFP.

ACTION	DATE/TIME
Release of RFP	<b>January 5, 2011</b>
Last Day to Submit Questions for Clarification	<b>January 14, 2011</b>
Bidder’s Conference	<b>January 18, 2011</b>
Last Day to Submit Proposal(s)	<b>February 7, 2011</b>
Evaluation of Bidder Proposals <sup>4</sup>	<b>February 8 – 11, 2011</b>
Contract Award and Execution	<b>February 15, 2011</b>

**Table 4 Key Action Dates**

<sup>2</sup> See Section 2.1.14. (Award of Contract/Intent to Award)

<sup>3</sup> See Section 8 (Existing State Telecommunications)

<sup>4</sup> These dates are subject to change dependent upon length of time necessary for CPHCS to complete the evaluation process.



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**1.6 SERVICE PROVIDER IDENTIFICATION INFORMATION**

Bidder must indicate compliance with the Universal Service Administrative Company (USAC) requirement of having a Service Provider Identification Number (SPIN) to provide telecommunications services. The SPIN serves as USAC's tool to ensure that support is directed to the correct service provider. See Exhibit 1-A (Service Provider Identification), which is used to record the number provided by the USAC. Bidder must complete the form and submit in accordance with subsection 8.3.2 (Qualifying Documentation [M]) of the RFP.

IF THE BIDDER DOES NOT HAVE A SPIN ASSIGNED BY THE USAC, BIDDER MUST OBTAIN A SPIN PRIOR TO PROPOSAL SUBMITTAL DATE AS SPECIFIED IN SECTION 1.5 (KEY ACTION DATES AND TIMES).

**1.7 FINANCIAL RESPONSIBILITY INFORMATION**

Bidder must provide financial statements giving CPHCS enough information to determine financial stability. See Exhibit 1-B (Statement of Experience and Financial Condition), which may be used for this purpose.

Financial statements may include, but are not limited to, the following:

1. Financial Statement or Annual Report or Form 10K for the last two (2) years;
2. Statement of Income and Related Earnings;
3. Statement of Changes in Financial Position;
4. Letter from the Bidder's Banking Institution; or
5. Statement from Certified Public Accounting Firm.

If information submitted is insufficient to determine Bidder's financial stability, CPHCS may request additional information from other sources or reject the bid as non-responsive. CPHCS' determination of Bidder's financial stability shall be final.

NOTE: Any submitted financial information identified by Bidder as confidential shall be returned upon request at Bidder's expense.

**1.8 AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE**

Bidders must indicate compliance with the Americans with Disabilities Act by signing Exhibit 1-C (Certification of Compliance with the Americans with Disabilities Act [ADA]) and include it with Section 1 of the Proposal.

**POLICY OF NONDISCRIMINATION ON THE BASIS OF DISABILITY**

To meet and carry out compliance with the nondiscrimination requirements of Title II of the Americans with Disabilities Act (ADA), it is the policy of the State of California to make every effort to ensure that its programs, activities, employment opportunities, and services are available to all persons, including persons with disabilities.



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For persons with a disability needing reasonable accommodation(s) to participate in the procurement process, or for persons having questions regarding accommodation(s), please contact the Department Contact noted on cover page of this RFP above and/or Tammy Sullivan-King at (916) 445-0539; or email at [Tammy.Sullivan-King@cdcr.ca.gov](mailto:Tammy.Sullivan-King@cdcr.ca.gov).

TO ENSURE THAT CPHCS CAN MEET A PROPOSER'S ACCOMMODATION(S), IT IS BEST THAT CPHCS RECEIVE BIDDER'S REQUEST AT LEAST TEN (10) WORKING DAYS PRIOR TO PROPOSAL DUE DATE.

**1.9 CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

All Bidders are required to submit with their proposal a signed Confidentiality and Non-Disclosure Agreement (Exhibit 1-D). Bidders must not alter the text of Exhibit 1-D except to fill in the blanks.

**1.10 SECTION 1 FORMS INDEX**

The following forms are applicable to this RFP section and are either required or optional. Each form should be read carefully to determine which forms are applicable to Bidder's proposal. Bidders must complete applicable form(s) and submit as appropriate.

SECTION 1: INTRODUCTION

- Exhibit 1-A: SERVICE PROVIDER IDENTIFICATION FORM
- Exhibit 1-B: STATEMENT OF EXPERIENCE AND FINANCIAL CONDITION
- Exhibit 1-C: CERTIFICATION OF COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA)
- Exhibit 1-D: CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT



## **SECTION 2: RULES GOVERNING COMPETITION**

### **2.1 PROPOSAL SUBMISSION REQUIREMENTS AND CONDITIONS**

This RFP, the evaluation of responses, and the award of any resultant agreement(s) shall be made in conformance with the criteria defined herein. Responding proposals must be for all services requested in this RFP, unless otherwise specified.

In addition to an explanation of the State's needs, this RFP describes the format and content of Proposals to be submitted. If a Bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, Bidder must notify the State in writing of such error and request clarification or modification of the document.

Modifications will be made by Addenda. Clarifications will be given by written notice to all parties, via electronic mail (e-mail), without divulging the source of request. If a Bidder fails to notify the State of a known error or one that reasonably should have been known to Bidder, Bidder proposes at its own risk. If awarded a Contract, Bidder shall not be entitled to additional compensation or time by reason of the error or its later correction.

#### **2.1.1 DISPOSITION OF PROPOSALS**

Excluding Bidder information marked proprietary and/or confidential, all materials submitted in response to this RFP will become the property of the State and may be returned upon request at Bidder's expense. Bidder's master copy shall be retained for official files and will become public record after the date and time of Proposal submission.

#### **2.1.2 QUESTIONS REGARDING RFP**

Bidders requiring clarification of RFP content or on procedural matters regarding the proposal process may request clarification by submitting questions via e-mail to the Department Contact noted on cover page of this RFP. To ensure a response, questions must be received by the date given in RFP Section 1.5 (Key Action Dates and Times). All question(s) and answer(s) will be provided to all Bidders without identifying the submitter.

A Bidder who desires clarification(s) or further information on content of the RFP, but whose questions relate to a proprietary aspect of the Proposal, may submit such questions marked as "CONFIDENTIAL" no later than the date specified in Section 1.5 (Key Action Dates and Times) to ensure a response. Bidder must explain why the questions are confidential in nature. If the State agrees that disclosure of question(s) or answer(s) would expose the confidentiality and/or proprietary nature of the Proposal, the question(s) will be answered and both question(s) and answer(s) will be kept in confidence. If the State does not concur with the confidential aspect of a question, the question will not be answered in this manner and Bidder will be notified and given the opportunity to withdraw the question.



### **2.1.3 BIDDERS CONFERENCE**

A Bidders Conference will be held to discuss the content of this RFP and process for procuring Telecommunication services. Notification of time and place of the conference will be made by posting an Addendum at least five (5) working days prior to Bidders Conference at <http://www.cphcs.ca.gov/>.

Written questions received prior to the cutoff date for submission will be answered at the conference without disclosing the source of inquiry.

The State may also accept verbal questions during the conference and will attempt to provide answers prior to conclusion of the conference. If questions asked cannot be adequately answered during the conference, written answers will be subsequently provided to conference participants and other interested parties. Verbal answers shall not be binding on the State.

### **2.1.4 PROPOSAL PREPARATION**

Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of Bidder capabilities to satisfy the requirements of this RFP. Expensive binding, colored displays, promotions, etc., are not necessary or desired. Emphasis should be placed on conformance to RFP instructions, responsiveness to RFP requirements, and on completeness and clarity of content.

### **2.1.5 BIDDER'S COSTS**

Costs for developing Proposals are the responsibility of the Bidder and shall not be charged to the State.

### **2.1.6 BONDS**

The State reserves the right to require a faithful performance bond or contract bond from the Contractor. In the event a bond is required by the State, the State will not reimburse Contractor.

### **2.1.7 FALSE OR MISLEADING STATEMENTS**

Proposals that contain false or misleading statements may be rejected. If, in the opinion of the State, such information was intended to mislead the State in its evaluation of the Proposal, and the attribute, condition, or capability is a requirement of the RFP, it will be the basis for rejection of the Proposal.



### **2.1.8 SIGNATURES**

The Bidder's Proposal must contain the original signature of an individual who is authorized to bind the company or firm contractually. A Proposal may be signed by an agent of the Bidder only if the signatory is an officer of a corporate Bidder authorized to sign contracts on its behalf or is properly authorized by a Power of Attorney or equivalent document. Such authorization must be submitted to the State with submission of Proposal on or before the due date specified in Section 1.5 (Key Action Dates and Times).

An unsigned proposal may be rejected.

### **2.1.9 SUBMISSION OF PROPOSALS**

Bidders shall mail or personally deliver Proposals to the Department Contact noted on RFP cover page and as prescribed in Section 8.2 (General Packaging Format). Proposal(s) must be properly labeled with the RFP number and received not later than the date(s) specified in Section 1.5 (Key Action Dates and Times).<sup>1</sup>

### **2.1.10 EVALUATION OF PROPOSAL(S)**

Upon receipt of Proposals, the State will review each Proposal in accordance with RFP Section 9 (Proposal Evaluation).

### **2.1.11 AWARD OF CONTRACT - INTENT TO AWARD**

Award of Contract, if made, will be to a responsive and responsible Bidder that has submitted a Proposal compliant with all RFP requirements, and any Addenda thereto, except for immaterial defects as may be waived by the State. The CPHCS Selection Committee will provide the Receiver, or designee, a written recommendation for award.

Written notification of the State's intent to award will be made to all Bidders via e-mail and/or public notice (e.g., placed on CPHCS' webpage at [www.cphcs.ca.gov](http://www.cphcs.ca.gov)).

### **2.1.12 STATE'S RIGHTS**

The CPHCS reserves the right to reject any and all Proposals, and waive any immaterial defect in a Proposal, in the best interests of the State. The Bidder will be given written notice, via email, that its Proposal has been deemed non-responsive or defective. The State waiver of any immaterial deviation or defect shall in no way modify RFP documents or excuse Bidder from full compliance with RFP specifications if awarded Agreement.

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<sup>1</sup> Proposals not received by date and time specified in RFP Section 1.5 (Key Action Dates and Times) will be rejected.



### **2.1.13 FAIR EMPLOYMENT AND HOUSING COMMISSION REGULATIONS**

The California Government Code Section 12990 requires all State Bidders to have implemented a Non-Discrimination Program before entering into any contract with the State. The Department of Fair Employment and Housing (DFEH) randomly selects and reviews State Bidders to ensure their compliance with the law. DFEH periodically disseminates a list of Bidders that have not complied. Any Bidder so identified is ineligible to enter into an ensuing Agreement for telecommunication services. Bidders must complete Attachment D (Non-Discrimination Compliance Statement).

### **2.1.14 AIR OR WATER POLLUTION VIOLATIONS**

Unless the contract is less than \$5,000 or with a sole source Bidder, Government Code Section 4477 prohibits the State from contracting with a person, including a corporation or other business association, who is in violation of any order or resolution promulgated by the State Air Resources Board or an air pollution control district, or is subject to a cease and desist order issued under Water Code Section 133011 for violation of waste discharge requirement or discharge prohibitions, or is determined to be in violation of federal law in relation to air or water pollution. Government Code Section 4481 requires the State Water Resources Control Board and the Air Resources Board to notify State Agencies of such persons.

No award will be made to a person who is identified as a person in violation of State or Federal air or water pollution control laws.

Bidder must complete Attachment F (Certification of Compliance with Air or Water Pollution Violations). No award will be made to a person who is identified as a person in violation of State or Federal air or water pollution control laws.

## **2.2 DEVELOPMENT OF CONTRACT LANGUAGE**

The following instructions explain how the attached model contract language is arranged and how it may be modified to develop a mutually agreeable contract. Because no negotiations or alterations of the contract are permitted prior to receipt of Proposal, it is imperative that Bidders follow these instructions carefully to be considered responsive. Bidders should note that the model contract terms are based upon State contract language and that the State does not normally accept changes to this language. Thus any requested changes that may be approved by CPHCS are expected to be non-substantive and only serve to clarify rather than alter the intent of the provision.

### **2.2.1 PREPARATION OF PROPOSED CONTRACT LANGUAGE**

Bidders should note that the Model Contract Language used for this RFP represents the Model Contract Language utilized by the State of California.

- State of California's Standard Agreement Form 213, with:
  - Exhibit A – Statement of Work;
  - Exhibit B – Budget Detail and Payment Provisions;



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- Exhibit C – General Provisions;
  - Exhibit D – CDCR Special Provisions;
  - Attachment 1 – Cost Worksheet(s); and
  - Attachment 2 – Services Worksheet.
1. Use the Model Contract Language as a guideline, make any appropriate entry in any portion of the contract that has a blank (      ). **Do not include any cost figures or percentages related to Bid.** This document, properly annotated, will be returned to the State for use in developing final contract language.
  2. Attachment 3 - Description of Services: A list of Deliverables and Services with descriptions, availability, and unique identifiers shall be developed by the Bidder and submitted with Proposal. CPHCS will determine which Desirable items proposed by Contractor shall be included within Attachment 3.
  3. Attachment 4 – Pricing: A price list shall be developed by Contractor and provided to the State upon receipt of a Letter of Intent to Award for attachment to and inclusion in the contract. When submitting Contract language in the Proposal, do not include any pricing. Attachment 4 will be obtained by the State after the Notification of Intent to Award for inclusion in the Contract. The prices contained in this list shall correspond exactly with the cost tables submitted with Bidder’s Proposal in accordance with Section 7 (Costs). This price list may be revised only through Contract amendment.
  4. Bidder shall prepare a cover letter of transmittal that identifies each requested change made to the model contract, and which explains (except where the reason for the change is obvious) rationale for change.
  5. Make a copy of the annotated contract and retain for your files. This copy may be used during subsequent communications with the State relative to acceptability of the proposed changes.
  6. Submit the cover letter and annotated contract with Bidder’s Proposal to the Department Contact by the date specified in Section 1.5 (Key Action Dates and Times). If no changes are requested, submit the letter indicating that the Model Contract Language is acceptable and no changes are requested.

### 2.2.2 **CONTRACT NEGOTIATION**

1. Upon receipt of the proposed contract, the State will examine the document to establish acceptability of the proposed changes. The Bidder will be notified as to which portions, if any, of the language submitted are not acceptable. If necessary, meetings between the Bidder and State will be arranged. The State may, following such meetings, request a revised contract reflecting changes agreed upon to be prepared and returned by the Bidder.
2. Bidder will be notified by the State of any changes agreed upon during contract negotiations and any proposed language that remains unacceptable to the State.



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**2.3 SECTION 2 FORMS INDEX**

The following forms are applicable to this RFP section and are either required or optional. Each form should be read carefully to determine which forms are applicable to Bidder's proposal. Bidders must complete applicable form(s) and submit as appropriate.

**SECTION 2: RULES GOVERNING COMPETITION**

Attachement D: NON-DISCRIMINATION COMPLIANCE STATEMENT

Attachment F: CERTIFICATION OF COMPLIANCE WITH AIR OR WATER REQUIREMENTS



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## SECTION 3: EXISTING STATE TELECOMMUNICATIONS

### 3.1 OVERVIEW

The CPHCS has established a wide range of telecommunications and managed services via a private vendor. The CPHCS will continue to utilize the private vendor as the primary telecom provider managing the Multi Protocol Label Switching (MPLS) network infrastructure. The State is seeking a Contractor that can provide the requested services within the existing managed infrastructure.

Bidders should review the current topology attachment and Section 4 (Proposed Future State Telecommunications) in its entirety, and be able to render all services for current or future requests. For a list of requested services, review Section 6.3 (Requested Services) and the following:

#### EXISTING SERVICES

- Consolidated Centrex Services
- Non-Consolidated Centrex Services
- Analog Services
- DS1 – PRI Services
- DS1 – Supertrunk Services
- Gigaman Services
- Frame Relay / ATM – DS0 Services
- Frame Relay / ATM – DS1 Services
- Frame Relay / ATM – DS3 Services
- PTP – DS0 Services
- PTP – DS1 Services
- PTP – DS3 Services
- Multipoint – DS0 Services
- ATM – OC3 Services
- SONET Ring Services.

### 3.2 CPHCS RURAL SERVICE LOCATIONS – HEALTH CARE PROVIDER (HCP)

The table below represents all CPHCS rural locations that are eligible for the federal Rural Health Care Program. Each site has been approved by the Universal Service Administrative Company (USAC) and assigned a Health Care Provider (HCP) number. Bidder must submit a Proposal for the entire suite of services and be able to provide services to those locations, per region. **BIDDERS MUST REFERENCE THE HCP# FOR EACH SITE WITHIN EACH REGION THAT IS BID.**



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The locations below reflect the current California Department of Corrections and Rehabilitation (CDCR), California Prison Health Care Services (CPHCS), health clinics for which this RFP represents:

<b>ELIGIBLE SITES</b>	<b>ABBR NAME</b>	<b>ADDRESS</b>	<b>COUNTY</b>	<b>HCP#</b>
Avenal State Prison	ASP	#1 Kings Way, Avenal, CA 93204	Kings	25673
California Correctional Center	CCC	711-045 Center Road, Susanville, CA 96130	Lassen	25682
California Correctional Institution	CCI	24900 Highway 202, Tehachapi, CA 93561	Kern	25681
CSP - Corcoran	COR	4001 King Avenue, Corcoran, CA 93212	Kings	25684
Substance Abuse Treatment Facility <sup>7</sup>	SATF	900 Quebec Avenue, Corcoran, CA 93212	Kings	Pending
Calipatria State Prison	CAL	7018 Blair Road, Calipatria, CA 92233	Imperial	25683
Centinela State Prison	CEN	2302 Brown Road, Imperial, CA 92251	Imperial	25686
Central California Women's Facility	CCWF	23370 Road 22, Chowchilla, CA 93610	Madera	25675
Chuckawalla Valley State Prison	CVSP	19025 Wiley's Well Road, Blythe, CA 92225	Riverside	25689
High Desert State Prison	HDSP	475-750 Rice Canyon Road, Susanville, CA 96127	Lassen	25687
Ironwood State Prison	ISP	19005 Wiley's Well Road, Blythe, CA 92225	Riverside	25688
Mule Creek State Prison	MCSP	4001 Highway 104, Ione, CA 95640	Amador	25676
Pelican Bay State Prison	PBSP	5905 Lake Earl Drive, Crescent City, CA 95531	Del Norte	25678
Pleasant Valley State Prison	PVSP	24863 West Jayne Avenue, Coalinga, CA 93210	Fresno	25677
Salinas Valley State Prison	SVSP	31625 Highway 101, Soledad, CA 93960	Monterey	25672
Sierra Conservation. Center	SCC	5100 O'Byrnes Ferry Road, Jamestown, CA 95327	Tuolumne	25679
Valley State Prison for Women	VSPW	21633 Avenue 24, Chowchilla, CA 93610	Madera	25674
Wasco State Prison	WSP	701 Scofield Avenue, Wasco, CA 93280	Kern	25680
Correctional Training Facility	CTF	Highway 101 North, Soledad, CA 93960	Monterey	25692

**Table 5 CPHCS Rural Health Clinic Locations with HCP#**

Bidders should note that the above locations represent the complete suite of RURAL service locations for CPHCS and that CPHCS is the only California state agency represented in this RFP.

<sup>7</sup> This site is currently pending RHCP eligibility and may not be included in Region 2.



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## 3.3 CPHCS EXISTING STATE TOPOLOGY

The diagram below (Figure 1) represents the current CDCR – CPHCS logical connectivity. Each of the CPHCS entities, either urban or rurally located, are connected as illustrated. Bidders should use this diagram as a guideline on how each site is connected and prepare proposals accordingly.

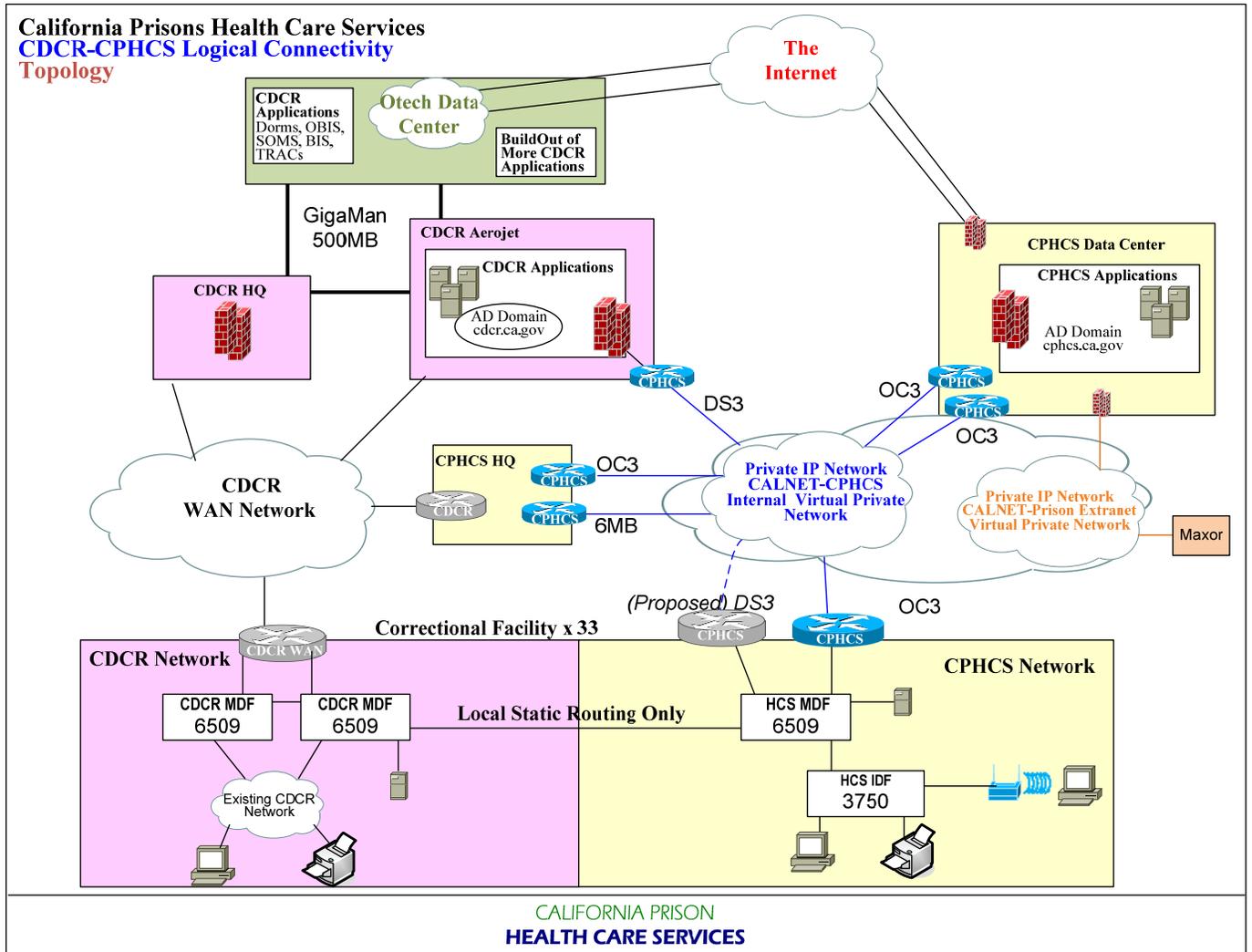


Figure 1 - Existing Services Topology Diagram



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**SECTION 4: PROPOSED FUTURE STATE TELECOMMUNICATIONS**

**4.1 INTRODUCTION**

This Section provides an overview of the proposed future telecommunications environment envisioned by CPHCS (Figure 2).

It is intended to communicate proposed service enhancements and changes in Contract management and oversight requirements not identified in Section 3 (Existing State Telecommunications). Each of the CPHCS entities, either urban or rurally located, must be connected as illustrated. Bidders should utilize this diagram as a guideline for how each of the sites must be connected and prepare proposals accordingly.

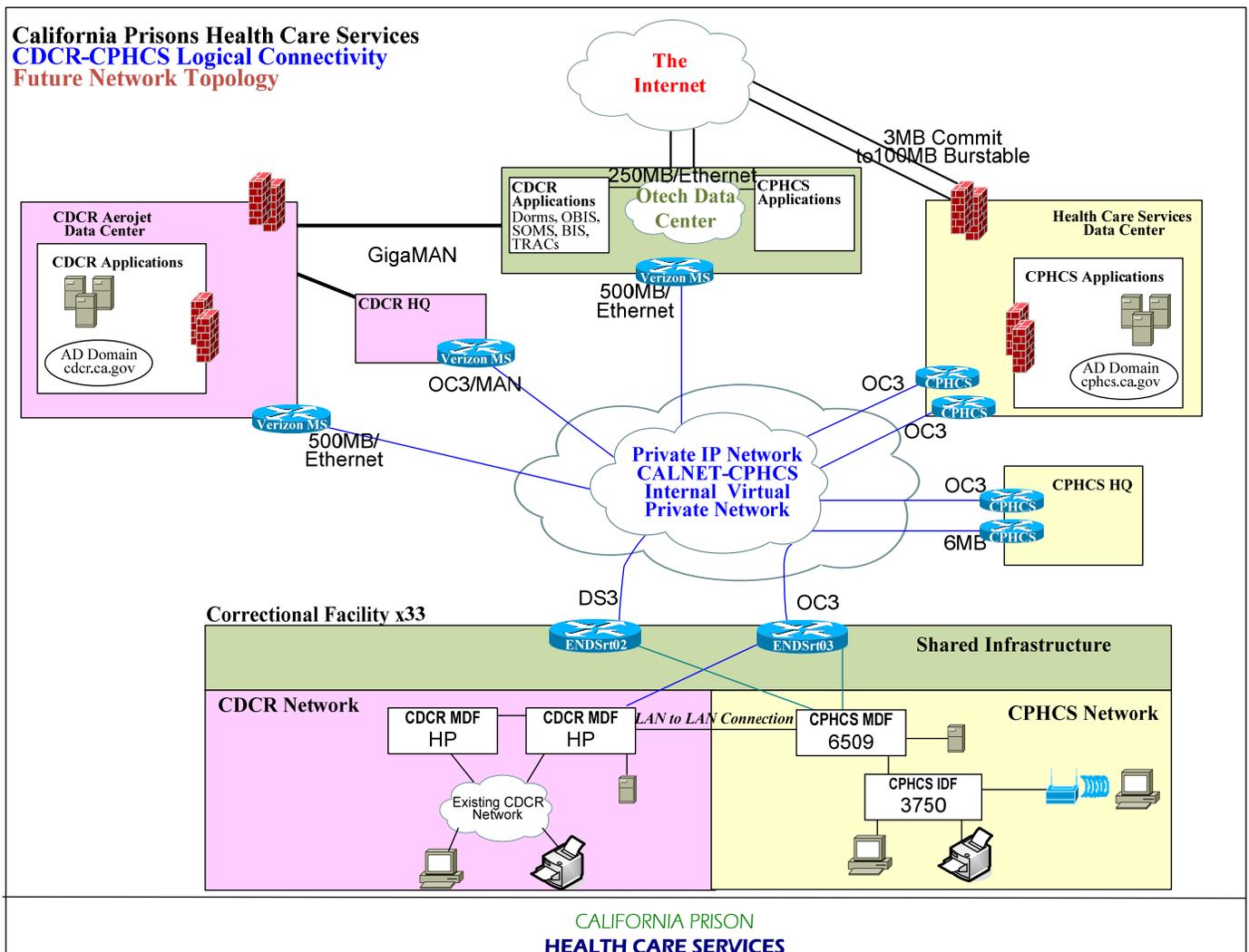


Figure 2 - Proposed Future State Topology Diagram



## **SECTION 5: ADMINISTRATIVE REQUIREMENTS**

### **5.1 INTRODUCTION**

In addition to meeting the requirements specified in Sections 1 through 4, Bidders must adhere to all RFP Administrative Requirements to be deemed responsive. Bidders are to submit separate Proposals for each Region they wish to Bid.

### **5.2 BIDDER RESPONSIBILITIES**

#### **5.2.1 BIDDER DECLARATION – (M)**

The Bidder must complete and submit a Bidder Declaration Form (Attachment E) with Proposal.

If Bidder's proposed services involve use of subcontractors, any subcontractor proposed for a portion of the contract that exceeds ten percent (10%) of the total cost must also comply with all administrative requirements that are applicable with the work being delegated to the subcontractor.

It is the intent of the State to evaluate Bidder's capability to successfully execute the requirements in this RFP. For this reason, the Bidder must provide as part of its Proposal, evidence of subcontractor's capability and experience to perform services in the format specified.

#### **5.2.2 QUALITY STATE AND CONTRACTORS BUSINESS RELATIONSHIP PRINCIPALS – (M)**

Contractors will be required to establish a positive business relationship and environment that facilitates communication, cooperation, and collaboration among Contractors and with State personnel. The State expects the same level of cooperation between Contractors for all Regions and will require each Contractor to sign Attachment G (Quality State and Contractors Business Relationship Principles) prior to execution of the Contract, attesting to their commitment towards working with the State and Contractors of other Regions.

#### **5.2.3 BOND REQUIREMENTS – THE PROPOSAL – (M)**

Bidders must submit a Letter of Bondability with their proposal for each Region they bid.

The Letter of Bondability shall be from an admitted surety insurer, which states that if Bidder is successful the surety shall guarantee to execute, within twenty-one (21) calendar days after date of Contract award, a faithful Performance Bond as required in Section 5.2.4 of this RFP.

The Letter of Bondability shall remain in effect until award of the Contract or for 180 calendar days after the Last Day to Submit Proposal as indicated in Section 1.5 (Key Action Dates and Times), whichever occurs first.

**ALL BIDDERS MUST SUBMIT THE ABOVE AS DESCRIBED WITH THEIR PROPOSAL. PROPOSALS SUBMITTED WITHOUT THE ABOVE SHALL BE CONSIDERED NON-RESPONSIVE AND SHALL BE REJECTED.**



**5.2.4 BOND REQUIREMENTS – THE AWARD – (M)**

Within twenty-one (21) calendar days after notification of Contract award (unless submitted with the Proposal), the successful Bidder **MUST** submit a Performance Bond as stated below. Failure to submit the required document within twenty-one (21) calendar days may be cause for rescission of Award.

For each region bid and at no cost to the State, Bidder shall provide CPHCS’ Chief Information Officer (CIO) a Performance bond in the amount(s) listed below:

<u>Region 1</u>	\$1,000,000.00
<u>Region 2</u>	\$2,000,000.00
<u>Region 3</u>	\$1,000,000.00

The Bond shall be on a form from a licensed insurer and must guarantee Contractor’s compliance with the terms of the agreement. The Performance Bond shall remain valid throughout Contract period and in effect until Contractor’s satisfactory completion of all contracted terms and conditions.

**5.3 CPUC AND FCC REQUIREMENTS – (M)**

The Bidder is required to adhere to all applicable Federal Communications Commission (FCC) and California Public Utilities Commission (CPUC) regulations and certifications incumbent upon all providers under this Contract. Bidder shall adhere to such regulations and certification requirements in effect at the time of award and ongoing throughout the duration of Contract. This adherence shall include compliance with new and changed CPUC and FCC orders as they may occur during Contract Term. Where orders are mandated by the CPUC or FCC, Contractor shall comply without additional costs to the State unless required by the CPUC or FCC. Where specific orders or are not required by the CPUC or FCC, such orders shall not be carried out without written approval from CPHCS. The Contractor shall promptly notify CPHCS of all pending and actual CPUC and FCC mandates or allowed changes that may affect contracted services or costs.

**5.3.1 REGULATORY SERVICE TAXES, FEES, AND SURCHARGES – (M)**

In addition to the CPUC and FCC compliance requirements, Bidder agrees to comply with FCC, CPUC, and other jurisdictional taxes, fees, surcharges, and surcredits (Fees).

Bidders shall identify all regulatory service taxes, fees, surcharges, and surcredits to be included on their invoices. Bidders must identify each component or element of services that the identified fee shall be applied to. Fee identification associated with each service component subject to fees shall include all of the following:

1. Fee ID#;
2. Regulatory or jurisdictional entity requiring fee;
3. The name of fee;
4. The regulatory or jurisdictional citation in law, regulation, or order;



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5. The purpose of fee;
6. The fee rate and effective date of rate; and
7. Notes and comments, including effective dates of any approved changes.

The Contractor shall update this list upon award and quarterly thereafter or periodically as agreed upon by CPHCS and Contractor. Bidder must complete and submit Attachment I (Regulatory Service Taxes, Fees, and Surcharges) with Proposal.

#### **5.4 DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PARTICIPATION REQUIREMENT**

In accordance with Section 999.5(a) of the Military and Veterans Code, an incentive will be given to Bidders who provide DVBE participation. For contract award evaluation purposes only, the State shall apply an incentive to such Proposals. The incentive amount for awards is based on the amount of DVBE participation obtained. The incentive is only given to those Bidders who are responsive to the DVBE Program Requirement and propose DVBE participation in the resulting contract.

If the Bidder proposes to use a DVBE firm(s) to meet, exceed or partially meet the DVBE goal, the Bidder must complete the STD 840, the STD 843 (DVBE Declaration), and GSPD 05-105 (Bidder Declaration) to be eligible to receive the DVBE incentive benefit. These forms allow the Bidder to identify all subcontractors and indicate whether the Bidder or any subcontractors are a DVBE, and for DVBE subcontractors, their proposed contract function and corresponding percentage of participation.

The Bidder must fully comply with State of California DVBE Participation Program requirements. Refer to the DVBE Resource Packet and DVBE participation requirements documentation contained in the section entitled "DVBE Participation Program" on the California Department of General Services (DGS) Small Business and DVBE website at <http://www.pd.dgs.ca.gov/smbus>.

The Office of Small Business and Disabled Veteran Business Enterprise (DVBE) Services (OSDS) Certification offers program information and may be contacted at:

Office of Small Business and Disabled Veteran Business Enterprise  
(DVBE) Services (OSDS)  
Business and DVBE Certification  
707 Third Street, 1st Floor, Room 400  
West Sacramento, CA 95605

Homepage: <http://www.pd.dgs.ca.gov/smbus>  
24-hour information and document request system: (916) 322-5060  
Receptionist: (916) 375-4940 Fax: (916) 375-4950

Bidders must agree to provide notification to DVBE subcontractors immediately after an award is announced by the State.

Review DVBE instructions and complete applicable forms, accessible on-line at: <http://www.pd.dgs.ca.gov/dvbe/default.htm>.



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It is important to note that all participation commitments are to be captured on the STD 840, found at: <http://www.documents.dgs.ca.gov/pd/smallbus/9-15-03%20DVBE%20PR-1-1.pdf>, which must be submitted with the costs.

If the STD 840 (Document of DVBE Program Requirements), STD 843 (DVBE Declaration), and Bidder's declaration claim to meet the DVBE goal, the Bidder shall identify a percentage figure of three percent (3%) or more representing the rate of participation rather than an actual dollar figure. No actual dollar figures should appear on the Bidder Declaration.

**FAILURE TO COMPLY WITH THE DVBE REQUIREMENT MAY CAUSE THE PROPOSAL TO BE DEEMED NONRESPONSIVE AND BIDDER INELIGIBLE FOR AWARD.**

### **5.5 FEDERAL UNIVERSAL SERVICE FUND**

Federal grant programs available to health care providers under the Universal Service Fund require Suppliers to be certified as a Universal Service Administrative Company (USAC) and meet federal requirements for timeliness and accuracy in processing e-rate requests and invoicing. Since CPHCS may use the awarded contracts for purchases that are supported by the Federal Universal Service Fund, the Contractor shall be responsible for all federally required forms including FCC Form 473 (Service Provider Annual Certification Form) and FCC Form 498 (Service Provider Identification Number and Contact Information Form).

### **5.6 CONTRACTOR'S LICENSE – (M)**

Contractors and subcontractors performing cable and/or wiring installation work or structural modifications for the State are required to have the appropriate State Contractor's License. **THE COMPANY SUBMITTING THE BID MUST HAVE THE APPROPRIATE LICENSE AS WELL AS ANY SUBCONTRACTORS.** The License must be in the name of the company or the name of the "qualifying individual" of the company. Bidders must complete Attachment J (Contractor's License Information).

Upon signing Attachment J, Bidder certifies under penalty of perjury the accuracy of representations made with regard to the Contractor's license number, class, and expiration date.

The Contractor shall pay the rate of wages for regular, overtime, and holiday work plus employer payments for benefits generally prevailing in the locality in which the work is performed, for all crafts, classifications or types of workmen used on State premises at the point of delivery by the Contractor for the assembly and installation of material(s) purchased under this Contract.

**A BID THAT DOES NOT CONTAIN THE ABOVE INFORMATION, OR IF THE INFORMATION IS LATER DETERMINED TO BE FALSE, SHALL BE CONSIDERED NON-RESPONSIVE AND REJECTED BY THE STATE.**

### **5.7 PUBLIC WORKS REQUIREMENTS (APPLICABLE TO INSTALLATION ONLY) – (M)**

1. In accordance with the provisions of Section 1773 of the California Labor Code, the Contractor shall conform and stipulates to the general prevailing rate of wages, including employer benefits as defined in Section 1773.1 of the California Labor Code, applicable to the classes of labor to



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be used for public works such as at the delivery site for the assembly and installation of the equipment of materials purchased under the Contract.

2. Prior to the commencement of performance, the Contractor must obtain and provide to the State, a payment bond, on STD. 807 when the contract involves public works expenditure (i.e., labor/installation costs). Such bond shall be in a sum not less than one-half the contract price for the public works portion of the labor/installation costs. Forms shall be made available to Contractor.
3. Each Bidder shall submit with their Proposal a list of proposed contractors or indicate that none are to be used. The State reserves the right to approve or object to the use of proposed subcontractors on the list. – (M)
4. Each Bidder must certify that it is aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code and will comply with such provisions before commencing work under the ensuing Agreement. Attachment H (Worker's Compensation Certification) must be completed and submitted with an original signature with Bidder's Proposal. – (M)
5. Labor – Pursuant to Section 1775 of the California Labor Code, the Contractor shall, as a penalty to the State or political subdivision on whose behalf the contract is made or awarded forfeit not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid by the Contractor, or its subcontractor, less than the prevailing wage so stipulated; and in addition, the Contractor further agrees to pay to each worker the difference between the actual amount paid for each calendar day, or portion thereof, and the stipulated prevailing wage rate for the same. This provision shall not apply to properly registered apprentices.

Pursuant to Sections 1810-1815 of the California Labor Code, inclusive, it is further agreed that the maximum hours a worker is to be employed is limited to eight (8) hours a day and forty (40) hours a week and Contractor shall forfeit, as a penalty to the State, twenty-five dollars (\$25) for each worker employed in the execution of the contract for each calendar day during which a worker is required or permitted to labor more than eight (8) hours in any calendar day or more than forty (40) hours in any calendar week, in violation of Sections 1810-1815 of the California Labor Code, inclusive.

6. Travel and Subsistence Payments – The Contractor shall pay the travel and subsistence of each worker needed to execute the work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with California Labor Code Section 1773.8. All travel and subsistence expenditures shall be included within Bidder's proposed costs.
7. Apprentices – Special attention is directed to Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code and Title 8, California Code of Regulations Section 200 et seq. Each Contractor and/or subcontractor must, prior to commencement of the public works contract, contact the Division of Apprenticeship Standards, 525 Golden Gate Avenue, San Francisco, CA, or one of its branch offices to insure compliance and complete understanding of the law



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regarding apprentices and specifically the required rationale thereunder. Responsibility for compliance with this section lies with the prime Contractor.

8. Payroll – The Contractor shall keep an accurate payroll record showing the name, address, Social Security Account Number, work classification and straight time and overtime hours worked by each employee. A certified copy of the employee’s payroll record shall be made available for inspection as specified in Section 1776 of the California Labor Code.

## **5.8 SUBCONTRACTORS – (M)**

Using subcontractors to provide products and services required by the RFP may enable Bidder to expand their ability to meet the needs of the State. However, use of subcontractors does not relieve Bidder from any responsibility to the State under the RFP or ensuing agreement(s).

1. Bidder must name any subcontractors intended to be used to fulfill RFP requirements.
2. Bidder must provide a Letter of Intent or Commitment from all Independent Local Exchange Carriers or Competitive Local Exchange Carriers selected to provide services under the ensuing Agreement.
3. Bidder must indicate which requirements will be satisfied by which subcontractors.
4. The State reserves the right to contact, consult or undertake business discussions with any proposed subcontractor.
5. The Federal Employer Identification Number of the subcontractor or service provider.
6. The name and telephone number of a contact person within the subcontractor or service provider organization.
7. A brief description of the nature of work to be performed or goods supplied.
8. The estimated percent of Bidder’s anticipated total revenue that subcontractor is expected to receive during Contract Term.

All subcontractors who are expected to receive ten percent (10%) or more of the estimated value of the Contract shall be required to meet all Administrative and Technical RFP requirements, as applicable. Bidder must submit Attachment K (List of Proposed Subcontractors [Public Works]) with proposal.

## **5.9 SMALL BUSINESS PREFERENCE – (M)**

Section 14838, et seq. of the California Government Code requires a five percent (5%) preference be given to Bidders who qualify as a small business. The rules and regulations of this law, including the definition of a small business for the delivery of goods and services are contained in Title 2, California Code of Regulations (CCR).

To claim this preference, Bidder’s Proposal must contain Attachment B (Small Business Certification Form) and a copy of the Small Business approval letter from DGS showing the Bidder’s Small Business number. Bidder’s Proposal should not contain this item if there is no intention to claim this preference.



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The rules and regulations governing Small Business may be viewed at <http://www.pd.dgs.ca.gov/default.htm>.

If claiming the non-small business subcontractor preference, the Bidder Declaration Form (Section III.B, Bidder Declaration) must list all of the California certified small businesses that you commit to subcontract with 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 performance of the contract as defined in Government Code (GC) Section 14837(d)(4).

### 5.9.1 **COMMERCIALLY USEFUL FUNCTION**

If the Bidder is a certified California small business, or is claiming to use subcontractors and/or using certified California small businesses, in accordance with Assembly Bill 669 (Chapter 623, Statutes of 2003), the Bidder must address specific aspects of the legislation that requires subcontractors and/or certified small businesses to perform a commercially useful function as defined by Government Code Sections 14837, 14838.6, 14839, 14842, and 14842.5.

The company must provide written signed documentation that:

- The company is responsible for the execution of a distinct element of the work of the Contract;
- The company carries out its obligation by actually performing, managing or supervising the work involved;
- The company performs work that is normal for your business services and functions; and
- The company is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices

A Bidder or subcontractor will not be considered to perform a commercially useful function if the Bidder’s or subcontractor’s role is limited to that of an extra participant in the transaction, contract, or project through which funds are passed in order to obtain the appearance of small business or micro business participation.

At the State’s option during the Proposal evaluation process, the State may request Bidders to submit additional written clarifying information. Failure to submit the requested written information may be grounds for Proposal rejection.

### 5.10 **FEDERAL DEBARMENT – (M)**

The U.S. Department of Labor requires that State agencies expending federal funds of \$25,000 or more have a certification by the service provider that they have not been debarred or suspended from doing business with the Federal Government. Each Bidder must certify compliance by submitting a fully executed copy of Attachment L (Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion) with their Proposal.



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**5.11 PAYEE DATA RECORD – (M)**

Bidder is required to sign the Payee Data Record (STD. 204), which is accessible online at <http://www.osp.dgs.ca.gov/standardforms/default.htm>. The Payee Data Record (Attachment C) must be returned with Proposal.

**5.12 CERTIFICATION TO DO BUSINESS IN THE STATE OF CALIFORNIA – (M)**

Bidder must be certified with the Secretary of State to conduct business in the State of California. If Bidder does not have this certification, Bidder must provide information to support the status of their application to do business within the State. Bidder must be certified before contract award can be made.

Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California.

**5.13 CUSTOMER REFERENCES – (M)**

Bidders shall provide a list of at least three (3) customers who presently use the same or similar services to those being proposed in response to the State's list of services in Section 3 (Existing State Telecommunications). Named reference should be paying customers to Bidder's organization. Customer references will be contacted and Bidders past performance will be evaluated to assess Bidder's ability to successfully perform requested services.

**FAILURE TO COMPLY WITH THE CUSTOMER REFERENCE REQUIREMENT MAY CAUSE PROPOSAL TO BE DEEMED NONRESPONSIVE AND BIDDER INELIGIBLE FOR AWARD.**

**5.14 SECTION 5 FORMS INDEX**

The following forms are applicable to this RFP section and are either required or optional. Each form should be read carefully to determine which forms are applicable to Bidder's proposal. Bidders must complete applicable form(s) and submit as appropriate.



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SECTION 5: ADMINISTRATIVE REQUIREMENTS

Attachment A: DVBE PARTICIPATION PROGRAM COMPLIANCE OPTIONS

Attachment B: SMALL BUSINESS CERTIFICATION FORM

Attachment C: PAYEE DATA RECORD

Attachment D: NON-DISCRIMINATION COMPLIANCE STATEMENT

Attachment E: BIDDER DECLARATION

Attachment F: CERTIFICATION OF COMPLIANCE WITH AIR OR WATER POLLUTION VIOLATIONS

Attachment G: QUALITY STATE AND CONTRACTORS BUSINESS RELATIONSHIP PRINCIPLES

Attachment H: WORKER'S COMPENSATION CERTIFICATION

Attachment I: REGULATORY SERVICE TAXES, FEES, AND SURCHARGES

Attachment J: CONTRACTOR'S LICENSE INFORMATION

Attachment K: LIST OF PROPOSED SUBCONTRACTORS (PUBLIC WORKS)

Attachment L: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

In addition to the above forms, Bidder must submit all of the following:

- Letter of Intent or Commitment from Local Exchange Carriers (LECs);
- Three (3) Customer References
- Letter of Bondability; and
- Copy of certification to conduct business in the State of California.



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**SECTION 6: DETAILED PROPOSAL**

**6.1 INTRODUCTION**

A Detailed Proposal is mandatory for all Bidders. It is Bidder's responsibility to ensure its Proposal is submitted in a manner that enables CPHCS' Evaluation Committee to easily locate all response descriptions and exhibits for each requirement of this RFP. The withdrawal of a Proposal must be made in writing prior to the proposal submission date and time, and must be signed by an authorized officer.

**6.2 DESIGNATION OF SERVICE REQUIREMENTS**

Requirements specified in RFP #10-035-ITS can be classified as either "Mandatory", "Mandatory-Optional", or "Desirable".

Mandatory Requirements (M)

Mandatory requirements are those that Contractor shall provide at no cost and without a specific order. These services include, at a minimum, all of the following:

- All designated (M) requirements in this RFP;
- Usage Reports;
- Invoicing;
- Business Planning; and
- Other like items.

All Mandatory items shall be included within the award. All items identified above classifications are considered "Mandatory".

Each Mandatory Requirement is identified with a "(M)" after the item heading.

Mandatory-Optional Proposal Requirements (M-O)

Mandatory-Optional requirements are specific services or specific features that Bidder **MUST OFFER**, but it will be the State's option whether or not to include the offered item in the awarded Contract. If the offered item is included in the Contract, CPHCS reserves the option to order the service or feature.

All Bidders must propose separate prices for all Mandatory-Optional items. Each Mandatory-Optional requirement is identified with an "(M-O)" after the item heading. If separate prices for M-O services are not submitted, they shall be considered as having no cost.



### Desirable Requirements (D)

Desirable requirements are specific services or features that Bidder may offer, but will be the State's option whether or not to include the offered item in the awarded Contract. If desirable services are included in Proposal it shall be the CPHCS' option whether or not to order the service or feature.

Bidders are not required to offer Desirable services and features to be compliant with RFP. All Bidders must provide separate prices in the Bidder's Proposal for all Desirable items. If no prices are submitted, they shall be provided at no cost. Each Desirable Requirement is identified with a "(D)" after the item heading.

### **6.3 REQUESTED SERVICES – (M)**

The Contractor shall provide a rate for basic telephony, advanced telecommunications, and wireless services as listed:

- Redundant, Secondary or Fail-over Services (M-O);
- T1, T3, and Fractional T1 (M-O);
- DS0, DS1, and DS3 (M-O);
- ISDN (BRI and PRI) (M-O);
- Frame Relay, ATM (M-O);
- OC3, OC12 (M-O);
- Multi Protocol Label Switching (MPLS) (M-O);
- Off-Premise Extension (D);
- Satellite Service (M-O);
- Centrex (D);
- Dedicated Private Line (M-O);
- Foreign Exchange Line (D);
- Network Reconfiguration Services (M-O);
- Direct Inward Dialing (M-O);
- Onetime (Installation) Charges (M-O); and/or
- QoS Services (M-O).

The State seeks a Contractor that can provide the above services at the specified location(s) within a pre-existing privately-managed infrastructure. The goal is to transition existing CPHCS services to the awarded Contractor and provide a mechanism to order future services as CPHCS' business needs merit. Bidder shall bid the above Mandatory-Optional services and may propose additional services



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and/or features that may be of value to CPHCS. All services must include a description of the service and shall include all of the following:<sup>8</sup>

- General location (city) of Equipment;
- Type and capacity of Equipment at each location including any backup systems;
- General circuit route (city to city);
- Circuit size/bandwidth;
- Circuit type; and
- Unique identifier for each element.

BIDDER SHALL PROVIDE ONE (1) HARDCOPY AND ONE (1) ELECTRONIC COPY (ON COMPACT DISC) OF DRAWINGS WITH PROPOSAL.

Electronic drawings shall be in DWG, VSD, or any mutually agreed format.

#### **6.4 UNDERSTANDING OF PROPOSAL REQUIREMENTS – (M)**

This section must contain a detailed narrative and description of Bidder’s approach and overview of how Bidder proposes to meet RFP requirements.

Bidders must submit all of the following in their Proposal:

1. A description of Bidder’s subcontractor(s) and/or other provider relationship(s) including LECs, IXC, CLECs, etc., as appropriate;
2. Overall plan to provide required services for each region bid. Bidder shall describe how it plans to meet RFP requirements and, at minimum, Bidder shall address all of the following:
  - a. Ability and method to deliver required services;
  - b. Ability and method to secure agreements, where necessary, to ensure continuity of existing and future service requirements;
  - c. Ability and method to deliver required telecommunication services; and
  - d. Ability and method for collection and remittance of administrative fees to the State.
3. Plan to provide invoicing and reporting services including services provided by subcontractor(s) or other provider relationship(s);
4. Transition/Implementation Plan on how Bidder anticipates transitioning from the current service provider to Bidder; how service disruptions can be minimized; required equipment replacements; End-User training; transition to CPHCS’ invoicing system; and unanticipated requirements or responsibilities. **BIDDER’S TRANSITION PLAN MUST BE**

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<sup>8</sup> Drawings shall include both topology and logical representations of all critical network backbone elements (see Section 3 [Existing State Telecommunications]).



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**SUBMITTED WITH BIDDER'S PROPOSAL.** Bidder's Transition/Implementation Plan must include an estimated timeframe for transition of services;

5. Anticipated awarded Bidder staffing levels to be applied for transition and ongoing services;
6. Description of how Bidder anticipates performing contract administration for the RHCP;
7. A detailed narrative describing Bidder's understanding of its roles and responsibility to assist CPHCS in meeting telecommunication objectives through planning, selection, application, testing, implementation, security, and support services;
  - a. Bidder must describe how service orders, service and account reporting, issue resolution, and other reporting items will be handled.
8. Any administrative or technical areas involving requested services; and
9. Identification of any task, resource, or facility upon which Bidder's Proposal or service approach may be dependent.

**6.4.1 CONTRACTOR ASSURANCE OF RESOURCES – (M)**

The State must be assured that Bidders have all resources to successfully perform Contract services. Bidders shall demonstrate their ability and resources by providing all of the following information in response to this section:

1. Identification of staff resource(s) as a Point-of-Contact (PoC) to support CPHCS' participation in the RHCP;
2. A description of switching and network resources for the transition of services from the existing Service Provider to Contractor;
3. Financial resources sufficient to complete performance under the Contract as demonstrated by annual reports and audited balance sheets for the firm;
4. Experience in similar endeavors as demonstrated by:
  - Exhibit B-1 (Statement of Experience and Financial Condition); and
  - Customer Reference Forms.

If during the evaluation process the State is unable to assure itself of Bidder's ability to perform under the Contract, the Bid shall be considered non-responsive and rejected.



## **SECTION 7: COSTS**

### **7.1 SERVICE COSTS**

The Bidder shall list all costs to the State to provide the requested telecommunication services. Bidder shall identify all costs associated with the mandatory services listed in Section 6 (Detailed Proposal) as follows:

- Exhibit 7-A – Region 1 Costs;
- Exhibit 7-B – Region 2 Costs;
- Exhibit 7-C – Region 3 Costs; and
- Exhibit 7-D – Regions 1, 2, and/or 3 Costs (for potential volume discounts applied, if applicable).

Only items listed in Section 6.3 as Mandatory-Optional (M-O) and Desirable (D) shall be listed in the Cost Table. All other services shall be considered Mandatory (M) and provided at no cost. Proposed costs shall include all of the following:

- Monthly Recurring Costs;
- Non-Recurring Costs;
- Usage Cost(s);
- Contract Volume Discount(s); and
- Term Pricing Option(s).<sup>9</sup>

EXHIBIT 7-C (AS ATTACHED) IS AN EXAMPLE TO BE USED BY BIDDER AS A GUIDELINE TO GENERATE COST TABLES FOR REGION(S) SELECTED FOR BID.

### **7.2 COST TABLES**

Bidders shall create a Cost Table, per the attached example (see Exhibit 7-C). Bidders shall submit Exhibit 7-A through 7-D (Cost Table[s]), as applicable, for all service costs proposed. Cost for all Mandatory-Optional services must be included with Bidder's proposal for each region selected. Cost of desirable services may be included. CPHCS may consider any Proposal non-responsive that does not include costs for all Mandatory-Optional services in each Region bid.

Proposed costs shall be used for evaluation purposes and to establish contracted costs and rates of awarded Contracts.<sup>10</sup>

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<sup>9</sup> Term pricing options will be limited to specifically designated services approved by the State.

<sup>10</sup> Bidder's proposed Quantity and Extended Cost information are requested for cost evaluation purposes only, and not to specify or limit order quantities resulting from awarded Agreements.



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CPHCS makes no warranty and provides no guarantee of any prospective quantity of services (and/or goods) to be procured.

Bidders shall not add language or additional cost elements (i.e., line items) to the cost tables, except where specifically stated in the cost table Exhibits (e.g., in the “Desirable” [D] sub-tables). Bidders may add desirable features and/or service elements, and their associated costs. Additional desirable features and/or elements added to Exhibit 7 must match the desirable feature or service element added in the associated Desirable table in Section 6 (Detailed Proposal).

**7.2.1 COST CONSIDERATIONS OF EXHIBITS 7-A THROUGH 7-D**

Bundled Pricing:

Cost tables shall **NOT** include bundled pricing. Bidder shall separate service cost by component: (i.e., OC3).

Example:

OC-3, 155 Mbps (Access)	\$Cost
OC-3 Router	\$Cost
OC-3 PIP Port	\$Cost
OC-3 Managed Service	\$Cost
PIP Gold Card Expedited Forwarding	<u>\$Cost</u>
<b>TOTAL OC-3 COST</b>	

**BIDDERS MUST SUBMIT COSTS AS ILLUSTRATED TO BE CONSIDERED COMPLIANT.**

Installation Charges:

Cost tables that include “N/A” in the “Nonrecurring” field are intended to designate services and features where installation charges and related equipment are to be amortized by monthly recurring charges.

Change Charges:

Change charges shall only apply to modifications of existing services and features. Change charges shall not apply to disconnections unless site work is required. Multiple changes on one (1) order (i.e., up to five (5) changes) will be charged on a “per order” basis (i.e., one (1) change charge for each group of five [5] changes per service/feature type.) regardless of the number of circuits on a single service order.

Expedite Charges:

Expedite charges shall apply to installation of services that are requested by CPHCS and are to be completed prior to installation interval identified in Section 6 (Detailed Proposal).



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## **SECTION 8: PROPOSAL FORMAT**

### **8.1 INTRODUCTION**

This section prescribes the mandatory Proposal format, content, and submission sequence. Format instructions must be followed, all requirements in Section 6 (Detailed Proposal) must be addressed, and all requested data must be submitted for proposals to be considered responsive.

### **8.2 GENERAL PACKAGING FORMAT – (M)**

Bidder must organize Proposal as specified in Section 8.3 (Proposal Contents and Organization) below. Each section must be tabbed and pages in each section must be sequentially numbered. A Master copy must be marked “MASTER COPY”. All documents contained in the Master proposal package must have original signatures and must be signed by a person authorized to bind the proposing firm. All additional proposal copies may contain photocopies of the original (i.e., Master) proposal package.

1. A proposal must be submitted as one (1) Master proposal, three (3) copies, and one electronic CD containing all proposal documents using industry standard format(s)<sup>11</sup>.
2. Bidder’s Proposal must conform to all of the following format requirements:
  - a. The soft-copy (i.e., electronic copy) must be submitted on compact disk (CD) in Microsoft Office Suite (i.e., 2003 or later) software (i.e., Word, Excel, Project, PowerPoint) and/or PDF format;
  - b. All pages must be printed on standard 8.5” x 11” paper, except charts, diagrams, spreadsheets, etc., which may be foldouts. If foldouts are used, the folded size must fit within the 8.5” x 11” format;
  - c. Sequentially numbered pages (either continuous or by major sections is permitted);
  - d. Proposer’s business name in the header or footer of each page;
  - e. Sequentially labeled exhibits (e.g., tables, graphs and graphics);
  - f. Bound in a three-ring binder with removable pages;
  - g. Clearly legible;
  - h. All items must be submitted by time and date indicated in Section 1.5 (Key Action Dates);
  - i. Mailed or personally delivered to Department Contact noted on cover page<sup>12</sup>; and
  - j. Each proposal must be labeled as follows:

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<sup>11</sup> Electronic copies of proposals that contain document(s) unable to be opened by CPHCS may be considered non-responsive.

<sup>12</sup> CPHCS assumes no responsibility if entire proposal is not received prior to Request for Proposal (RFP) due date.



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<p>CPHCS RHCP IMPLEMENTATION PROJECT <b>RFP #10-035-ITS</b> &lt;Submission Item Title&gt;* &lt;BIDDER NAME&gt; &lt;BIDDER ADDRESS&gt;</p>
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\*Where <Submission Item Title> represents the Proposal being submitted.

### 8.3 PROPOSAL CONTENTS AND ORGANIZATION – (M)

The Proposal must be submitted in the number of copies indicated and structured in the following manner:

#### Section 1- Proposal Requirements

- Cover Letter
- Table of Contents
- Executive Summary
- Response to Proposal Requirements – Region(s) Bid.

#### Section 2 – Qualifying Documentation

- Exhibit 1-A (Service Provider Identification Form)
- Exhibit 1-B (Statement of Experience and Financial Condition)
- Exhibit 1-C (Americans with disabilities Act [ADA] Compliance)
- Exhibit 1-D (Confidentiality and Non-Disclosure Statement)

#### Section 3 – Administrative Requirements

- Attachment A (DVBE Participation Program Compliance Options)
- Attachment B (Small Business Certification Form)
- Attachment C (Payee Data Record [STD 204])
- Attachment D (Non-Discrimination Compliance Statement)
- Attachment E (Bidder Declaration)
- Attachment F (Certification of Compliance with Air or Water Pollution Violations)



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- Attachment G (Quality State and Contractors Business Relationship Principles)
- Attachment H (Worker's Compensation Certification)
- Attachment I (Regulatory Service Taxes, Fees, and Surcharges)
- Attachment J (Contractor's License Information)
- Attachment K (List of Proposed Subcontractors [Public Works])
- Attachment L (Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion)
- Letter of Intent or Commitment from Local Exchange Carriers (LECs)
- Letter of Bondability
- Customer Reference Forms
- Certification to do Business in the State of California

Section 4 – Service Costs

All information must be entered in Exhibit 7 (Cost Table[s]) and submitted under separate, sealed envelope per region. Each cost table must be clearly labeled as "COST RESPONSE FOR REGION #". Sealed costs will be opened once all Bids have been evaluated and scored. Costs are to be entered directly into a cost table in an Excel file and submitted in hardcopy and on compact disk (CD).

Section 5 – Services Contract

Include completed contract for each site within the region(s) being bid with all blanks filled in, excluding cost. Proposed Contract must contain only approved contract modifications.

**8.3.1 SECTION 1 - PROPOSAL REQUIREMENTS – (M)**

Bidder must ensure that its Proposal is submitted in a manner that enables CPHCS Selection Committee to easily locate and confirm all response requirements of this RFP.

Cover Letter:

Each Proposal shall include a Cover Letter addressed to the Department Contact as identified in Section 1 (Introduction).

The Cover Letter must:

- Be on Bidder's official business letterhead;
- Include original signature of a person who is authorized to bind Bidder contractually. The signature must indicate the title or position the signatory holds in the firm;
- Contain a statement that Bidder commits to fulfilling all requirements of the RFP and agrees to the State model contract terms and conditions;



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- Provide a contact name, e-mail address, and telephone number; and
- Does not propose cost information in Cover Letter.

Table of Contents:

Proposal's Table of Contents must:

- Be included with each Proposal submitted;
- Sequentially follow the Cover Letter;
- Identify all major parts of Proposal by section and page number; and
- Identify all figures, charts, graphs, etc.

Executive Summary:

Proposal's Executive Summary must:

- Be included with each Proposal submitted;
- Sequentially follow Proposal's Table of Contents;
- Be concise and highlights contents of Proposal; and
- Provide a detailed bidder's approach to the services requested.

Response to Proposal Requirements:

It is Bidder's responsibility to ensure its Proposal is submitted in a manner that enables CPHCS Selection Committee members to easily locate all responses for each requirement of this RFP. Responses to Proposal requirements must be submitted in accordance with Section 6 (Detailed Proposal). Bidder shall provide a straightforward, concise response to satisfy requirements of this RFP. If RFP revisions are issued prior to Proposal submission date, Bidder's Proposal must correspond to the most recent addendum.

**8.3.2 SECTION 2 - QUALIFYING DOCUMENTATION – (M)**

All of the following shall be included in the Bidder's qualifying documentation:

- Exhibit 1-A – Service Provider Identification Form: Bidders must submit completed and signed Service Provider Identification Form;
- Exhibit 1-B - Statement of Experience and Financial Condition: Bidders must submit completed and signed Statement of Experience and Financial Condition, and submit financial statements or other pertinent information;
- Exhibit 1-C – Certification of Compliance with Americans with Disabilities Act of 1990: Bidders must submit completed and signed Certification of Compliance;



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- Exhibit 1-D – Confidentiality and Non-Disclosure Agreement: Bidders must submit signed Confidentiality and Non-Disclosure Agreement; and
- CPUC Certification to Provide Services: Bidders must provide evidence that they, or one of Bidder’s subcontractors, are certified by the CPUC to provide telecommunication services in California.

**8.3.3 SECTION 3 - ADMINISTRATIVE REQUIREMENTS – (M)**

All of the following must be included in Bidder’s Proposal:

ATTACH #	REQUIREMENT	REF
A	<u>Disabled Veteran Business Enterprise (DVBE) Participation</u> – Bidder must comply with DVBE requirements of the procurement (e.g., Attachment A), if applicable.	
B	<u>Small Business Preference</u> – Include Small Business Preference requirements (e.g., Attachment B), if applicable.	
C	<u>Payee Data Record</u> - Bidder must provide a fully executed copy of STD 204 (Attachment C).	
D	<u>Nondiscrimination Compliance Statement</u> - Bidder must provide a completed Nondiscrimination Compliance Statement (Attachment D).	
E	<u>Bidder Declaration</u> - Bidder must complete and submit Bidder Declaration (Attachment E) with final Proposal.	
F	<u>Americans with Disabilities Act (ADA) Compliance Statement</u> - Bidder must indicate compliance with the Americans with Disabilities Act by signing the form provided in Certification of Compliance with the Americans with Disabilities Act of 1990 (Exhibit 1-D).	

**Table 6 Administrative Requirements Forms**



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**8.3.4 SECTION 4 – SERVICE COST – (M)**

Proposals must include costs for all services proposed and submitted in a separate, sealed envelope. All Mandatory-Optional services are services Bidder must propose cost for, but which are optional for CPHCS to purchase. Desirable services will be evaluated in accordance with Section 9 (Proposal Evaluation), but are not required for proposal responsiveness.<sup>13</sup>

**8.3.5 SECTION 5 – MODEL SERVICES CONTRACT – (M)**

A Model Services Contract must be included with Proposal that specifies provisions and/or information to be considered in preparation of the ensuing Agreement.<sup>14</sup>

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<sup>13</sup> See Cost Tables per Section 7.

<sup>14</sup> See Section 2.2.1. Proposed Contract Language.



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## SECTION 9: PROPOSAL EVALUATION

### 9.1 INTRODUCTION

This Section describes how the CPHCS plans to evaluate Bidder Proposals and identify those bids that offer the best combination of services and value to the State. All Proposals will be evaluated in a multi-step approach to determine the Proposal that meets all RFP requirements.

This section presents the process that the State will follow in evaluating Proposals submitted by Bidders in response to this RFP. The evaluation process is comprised of a thorough review of each Proposal to validate the inclusion of mandatory components, followed by a scored evaluation based on criteria defined later in this section.<sup>15</sup> The State will use a Pass/Fail and weighted score, two-envelope method of selection.

All proposals have a maximum of 300 points available.

#### Selection Committee:

The State has established a Selection Committee (Committee) comprised of individuals selected from CDCR management and staff. The Committee will review the final Proposals in accordance with the process set forth below.

The Committee will use consensus to determine pass/fail and to arrive at evaluation scores for each Bidder, and make a recommendation to the Receiver of which Bidders will be asked to interview with Committee members.

#### Review and Evaluation of Final Proposals:

Proposals received by the date and time specified in Section 1.5 (Key Action Dates and Times) will be opened and reviewed in detail for compliance with RFP requirements.

The Committee will review to identify and document areas in which the Proposal appears to be non-responsive or defective, fails to address requirements, is unclear, demonstrates lack of responsibility, or introduces potential risk.

### 9.2 RECEIPT OF PROPOSALS

All offers must be signed by an authorized officer of the company or firm who has legal and binding authority. By submitting an offer, your firm agrees to the terms and conditions stated in this Request for Proposal.

Proposals must be submitted to the departmental contact address noted on RFP cover page. All pages of Proposer's response received prior to due date and time will be considered. CPHCS is

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<sup>15</sup> Proposed costs must be submitted in a separate, sealed envelope.



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not responsible for any loss and/or failure to receive a Proposer's response. CPHCS assumes no responsibility if Bidder's entire response is not received prior to Request for Proposal (RFP) due date.

The delivery of any Proposal via electronic mail (i.e., e-mail) will not be accepted by CPHCS. In the event of electronic submission, CPHCS will consider the offer as non-responsive.

Proposals in response to this RFP must follow all response requirements as specified in Section 8 (Proposal Format) above.



**9.3 EVALUATION - PROPOSAL**

Proposals will be evaluated and scored by Committee in accordance with the Administrative and Technical Requirements as follows:

<b>RFP SECTION NUMBER</b>	<b>SECTION NAME</b>	<b>SECTION REQUIREMENT</b>	<b>Y OR N</b>	<b>MAX ADMIN POINTS</b>	<b>MAX TECH POINTS</b>	<b>POINTS EARNED</b>
<b>SECTION 1</b>						
1.3	DESCRIPTION OF BIDDABLE SERVICE REGIONS	Must be able to provide requested services to all sites within a region in order to participate and bid that region		5		
<b>1.4</b>	<b>GENERAL APPROACH</b>			5		
1.4.5	Contractor Interaction Between Sites	If awarded more than one agreement, Contractor is required to name a single point of contact.				
1.6	SERVICE PROVIDER IDENTIFICATION INFORMATION	Exhibit 1-A SERVICE PROVIDER IDENTIFICATION FORM				
1.7	FINANCIAL RESPONSIBILITY INFORMATION	Exhibit 1-B STATEMENT OF EXPERIENCE AND FINANCIAL CONDITION				
1.8	AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE	Exhibit 1-C CERTIFICATION OF COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA)				
1.9	CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT	Exhibit 1-D CONFIDENTIALITY AND NON-DISCLOSURE				
<b>SECTION 2</b>	<b>RULES GOVERNING COMPETITION</b>			5		
<b>2.1</b>	<b>PROPOSAL SUBMISSION REQUIREMENTS AND CONDITIONS</b>					
2.1.9	Air or Water Pollution Violations	Attachment F Air or Water Pollution Compliance Statement				
2.1.10	Fair Employment and Housing Commission	Attachment D Non-Discrimination Compliance Statement				



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<b>RFP SECTION NUMBER</b>	<b>SECTION NAME</b>	<b>SECTION REQUIREMENT</b>	<b>Y OR N</b>	<b>MAX ADMIN POINTS</b>	<b>MAX TECH POINTS</b>	<b>POINTS EARNED</b>
<b>2.2</b>	<b>DEVELOPMENT OF CONTRACT LANGUAGE</b>					
2.2.1	Preparation of Proposed Contract Language	Attachment 3 Description of Services				
		Attachment 4 Pricing				
		Cover Letter Transmittal and Annotated Contract (if requesting modifications)				
<b>SECTION 3</b>	<b>EXISTING STATE</b>			5		
3.2	CPHCS RURAL SERVICE LOCATIONS – HCP	Must reference the HCP# for each site within each region that is bid.				
<b>SECTION 5</b>	<b>ADMINISTRATIVE REQUIREMENTS</b>					
<b>5.2</b>	<b>BIDDER RESPONSIBILITIES</b>			5		
5.2.1	Bidder Declaration	Attachment E - BIDDER DECLARATION FORM				
5.2.2	Quality State and Contractors Business Relationship Principals	Attachment G - QUALITY STATE AND CONTRACTORS BUSINESS RELATIONSHIP PRINCIPLES				
5.2.3	Bond Requirements – The Proposal	Letter of Bondability				
5.2.4	Bond Requirements – The Award	Performance Bond equal to minimum amount for Region 1, 2, or 3, as applicable				
<b>5.3</b>	<b>CPUC AND FCC REQUIREMENTS</b>	<b>CPUC CERTIFICATION TO PROVIDE SERVICES</b>		5		
5.3.1	Regulatory Service Taxes, Fees, and Surcharges	Attachment I - REGULATORY SERVICE TAXES, FEES, AND SURCHARGES				
5.4	DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PARTICIPATION REQUIREMENT	DVBE @ 3%				
5.6	CONTRACTOR'S LICENSE	Attachment J - CONTRACTOR'S LICENSE				



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RFP SECTION NUMBER	SECTION NAME	SECTION REQUIREMENT	Y OR N	MAX ADMIN POINTS	MAX TECH POINTS	POINTS EARNED
		INFORMATION				
5.7	PUBLIC WORKS REQUIREMENTS					
	#2	Payment Bond - STD. 807				
	#3	List of Contractors				
	#4	Attachment H - WORKER'S COMPENSATION CERTIFICATION				
5.8	SUBCONTRACTORS					
	#1	Attachment K - LIST OF PROPOSED SUBCONTRACTORS (PUBLIC WORKS)				
	#2	Letter of Intent or Commitment from all Independent LECs or Competitive LECs				
5.9	SMALL BUSINESS PREFERENCE	<b>Attachment B SMALL BUSINESS CERTIFICATION</b>				
		Copy of the Small Business Approval Letter from DGS, if applicable				
5.9.1	Commercially Useful Function	Letter of Certification				
5.10	FEDERAL DEBARMENT	Attachment L CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION				
5.11	PAYEE DATA RECORD	STD. 204 – PAYEE DATA RECORD				
5.12	CERTIFICATION TO DO BUSINESS IN THE STATE OF CALIFORNIA	SECRETARY OF STATE OF CALIFORNIA BUSINESS CERTIFICATION PRINTOUT				
5.13	CUSTOMER REFERENCES	LIST OF THREE (3) CUSTOMERS FOR REFERENCE				
<b>SECTION 6</b>	<b>DETAILED PROPOSAL</b>					
6.3	REQUESTED SERVICES	(1) ELECTRONIC COPY OF DRAWINGS, .DWG, .VSD.			20	
6.4	PROPOSAL				80	



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RFP SECTION NUMBER	SECTION NAME	SECTION REQUIREMENT	Y OR N	MAX ADMIN POINTS	MAX TECH POINTS	POINTS EARNED
	<b>REQUIREMENTS</b>					
	#1	Description of Bidder's significant subcontractor – LECS, IXCS, CLECS, etc.				
	#2	Overall plan to provide req. services				
	#3	Plan to provide invoicing and reporting services				
	#4	Transition / Implementation Plan				
		TRANSITION WITHIN 30 DAYS OF CONTRACT AWARD				
	#5	Staffing Levels to be Applied				
	#6	Description of how Bidder will conduct contract administration.				
	#7	Plan that describes Bidder's understanding				
	#8	Plan for execution: service orders, account reporting, etc.				
	#9	Areas of concern				
	#10	Dependencies				
6.4.1	<b>CONTRACTOR ASSURANCE OF RESOURCES</b>					
	#1	Point-of-Contact for RHCP participation				
	#2	Description of resources				
	#3	Demonstrated Financial Resources				
	#4	Experience in similar endeavors				
	<b>SECTION 7 SERVICE COSTS</b>					
7.1	<b>COST TABLES</b>	<b>COST TABLES FOR REGION BIDDING – REGIONS 1-3</b>				
	<b>SECTION 8 PROPOSAL FORMAT</b>			70		
8.2	<b>GENERAL PACKAGING FORMAT</b>					
	#1	(1) Master, (3) copies, and (1) electronic CD				
	#2 a-k	Meets Format Requirements				



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RFP SECTION NUMBER	SECTION NAME	SECTION REQUIREMENT	Y OR N	MAX ADMIN POINTS	MAX TECH POINTS	POINTS EARNED
8.3	PROPOSAL CONTENTS AND ORGANIZATION	SECTION 1 – PROPOSAL REQUIREMENTS				
		SECTION 2 – PREQUALIFYING DOCUMENTATION				
		SECTION 3 – ADMINISTRATIVE REQUIREMENTS				
		SECTION 4 – SERVICE COSTS ( <b>Submitted in Sealed and Separate Envelope(s)</b> )				
		SECTION 5 – SERVICES CONTRACT				
<b>TOTAL:</b>				100	100	

**Table 7 Evaluation Checklist**

Interviews

The State may conduct oral interviews of at least the top two (2) scoring Bidders. Interviews will be used to verify statements made in the Proposal and provide the State an opportunity to confirm Bidder’s knowledge, experience level(s), and other similar factors deemed relevant.

**9.4 EVALUATION – COST**

Costs shall receive a maximum of 100 points of Proposal's evaluation score. Mandatory-Optional services shall compose a maximum of 85 points, and Desirable services shall receive a maximum of 15 points.

Costs shall be scored based on Exhibit 7 (Cost Table[s]), Model Annual Totals, and Extended Costs.

The lowest cost proposed for Mandatory-Optional services shall receive 85 points (i.e., the maximum potential points), and the lowest cost proposed for Desirable services shall receive 15 points.

Points relative to score shall be calculated as a percentage-difference based on the lowest qualified and responsive cost proposed. If more than one Proposal share lowest cost of either Mandatory-Optional service or Desirable services, all "lowest cost" proposals will receive the maximum cost points available per applicable section (e.g., Desirable services).

Court



## **9.5 PREFERENCE CLAIMS**

Cost adjustments for preference claims (Small Business) and DVBE participation incentives will be performed during cost assessment.

Per Government Code, Section 14835, et seq., Bidders who qualify as a small business will be given a 5 percent preference for contract evaluation purposes only. The 5 percent preference is calculated on the total number of points awarded to the highest scoring non-small business that is responsible and responsive to the Proposal requirements. The rules and regulations of this law, including the definition of a small business for the delivery of goods and services are contained in the California Code of Regulations, Title 2, Section 1896, et seq. and can be viewed online at <http://www.pd.dgs.ca.gov/smbus>.

### **9.5.1 Small Business Preference**

A five percent (5%) bid preference is available to a non-small business claiming twenty-five percent (25%) California certified small business subcontractor participation.

All Bidders must complete and submit the Small Business Certification Form if claiming the Small Business Preference.

If claiming the non-small business subcontractor preference, the Bidder Declaration Form must list all of the California certified small businesses that you commit to subcontract with 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 performance of the contract as defined in Government Code (GC) Section 14837(d)(4).

Bidders claiming the 5% 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 business. Completed certification applications and required support documents must be submitted to the Office of Small Business and Disabled Veteran Business Enterprise (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. Small Business Nonprofit Veteran Service Agencies (SB/NVSA) claiming the Small Business Preference must possess certification by California prior to the day and time bids are due. Questions regarding certification should be directed to the OSDS at (916) 375-4940.



**9.5.2 DVBE Incentive**

Points will be awarded to those Bidders that commit to subcontract at least three percent (3%) of the work to certified Disabled Veteran Business Enterprises (DVBEs) and meet the mandatory DVBE participation requirements (3% DVBE participation”) in accordance with the DVBE Incentive Point Scale table below. Bidders must also describe in their response the “Commercially Useful Function” that certified DVBE subcontractors are providing by completing the required forms (GSPD-05-105, Std. 840, and Std. 843).

Confirmed DVBE Participation of:	DVBE Incentive: Percent based on total possible points
5% and over	2.5% (2.5 points)
4% to 4.99	2% (2 points)
3% up to 3.99%	1.5% (1.5 points)
Less than 3%	0% (0 points)

**Table 8 DVBE Incentive Point Scale**

**9.6 SELECTION OF CONTRACTOR**

The Selection Committee will provide the Receiver, or designee, a written recommendation regarding the proposed contractor. The recommendation will include an explanation of the basis for the recommendation. The Receiver will make a final determination and authorize negotiations with one or more of the Bidder’s whose responses are most advantageous to CPHCS.<sup>16</sup>

The Receiver retains the discretion to reject the recommendation of the Committee and award the contract to another deemed more qualified or to no one.

NOTE: All pertinent preferences will be applied to the applicable evaluation criteria before selection is announced. Small Business Preference will be applied as required by law.

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<sup>16</sup> Preferences points will be applied to applicable evaluation criteria before selection is recommended.



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**EXHIBIT 1-A: SERVICE PROVIDER IDENTIFICATION FORM**

**Service Provider Identification Number**

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FCC Form 498 is used to collect contact and remittance information for service providers that receive support from the Federal universal service support mechanisms. Please report any changes to this information on a revised FCC Form 498 to prevent any delays in notification and timeliness of disbursements. Persons willfully making false statements on this form can be punished by fine or forfeiture, under the Communications Act, 47 U.S.C. Secs. 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. Sec. 1001.

**Company Name:**

---

**Name Business is  
Doing Business**

**As:**

---

**Street Address:**

---

**Address Line 2:**

---

**City:**

**State:**

**Zipcode:**

---



---

Signature

---

Date

---

Name and Title (Print or Type)

---

Street Address

---

Firm Name

---

City, State ZIP



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**EXHIBIT 1-B: STATEMENT OF EXPERIENCE AND FINANCIAL CONDITION**

Submitted By: \_\_\_\_\_  
 Name of Firm: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Dates of Financial Statements: \_\_\_\_\_

**PRIVACY NOTIFICATION**

The State of California Information Practices Act of 1977 requires the State to provide the following information to individuals who are asked to supply information about them:

The principal purpose for requesting the information is to determine Bidder’s financial status.

Furnishing all information on this form is required. Failure to provide such information may result in rejection of your proposal or reduce Proposal score.

The official responsible for maintaining the information contained in this form is:

**CYNTHIA BASA-PINZON**

The State will treat all financial information provided as confidential when designated as such. This information will only be shared with State personnel and State Contracted personnel involved in the evaluation. All financial data will be returned or destroyed if requested. Vendors may be required to provide additional financial data as part of the RFP.

Attach Financial Statements for the last two complete tax years accompanied by the following statement, which has the title and signature of the individual, who (prepared/examined/reviewed) the statements:

“We have (prepared/examined/reviewed) the balance sheets of (Bidder) as of (date) and the related statements of income, retained earnings and changes in financial position for the last two (2) years.

In (my/our) opinion, the financial statements mentioned represent fairly the financial position of (Bidder) as of (date) and the results of its operations and changes in its financial position for the last two (2) years, in conformity with generally accepted accounting principles applied on a consistent basis.”

Name of Company: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Signature(s) and Title: \_\_\_\_\_  
 Date: \_\_\_\_\_



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**EXHIBIT 1-C: CERTIFICATION OF COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT OF 1990**

Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C 12101, et seq.)

_____ Signature	_____ Date
_____ Name and Title (Print or Type)	_____ Street Address
_____ Firm Name	_____ City, State ZIP



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**EXHIBIT 1-D: CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

THIS CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (the “Agreement”) is entered into as of \_\_\_\_\_, \_\_\_\_\_ by and between the State of California, through its California Prison Health Care Services (“the State”), and \_\_\_\_\_, a \_\_\_\_\_ corporation, having offices and a place of business at \_\_\_\_\_ (“Company”).

**RECITALS:**

- A. The State has issued a Request for Proposals (“RFP”) from individual companies or strategic teams interested in supplying network and telecommunications services to the State.
- B. To assist such companies and strategic teams in responding to the RFP, the State is prepared to make available certain business, and technical information; and
- C. The State is willing to furnish such information on the condition that it remains strictly confidential in accordance with the terms and conditions set forth below.

**AGREEMENTS:**

NOW, THEREFORE, Company hereby agrees as follows:

1. Definitions. As used herein:

- a. “Affiliate” shall mean any Person that directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with Company. “Control” (including the terms “controlled by” and “under common control with”) shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise.
- b. “Confidential Information” shall mean any and all commercial, financial, technical, or other documents, diagrams, information and information storage media provided or otherwise made available by the State to Company, whether on, before or after the date hereof, and additionally includes all such information to the extent included in analyses, compilations, studies, or other materials prepared by Company or any Representatives of Company containing or based in whole or in part on any of the information furnished by the State. Confidential Information shall further include all information learned by Company from State employees or through the inspection of State property.
- c. “Excluded Information” shall mean information, if any, that would otherwise constitute Confidential Information and that (i) is or becomes generally available to or known by the public other than as a result of a disclosure made by Company or its Representatives in breach of this Agreement; (ii) was available to Company on a



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non-confidential basis prior to disclosure to Company by the State; (iii) is or was disclosed to Company on a non-confidential basis from a source other than the State provided that Company is not, in good faith after reasonable inquiry, aware that such source is or was then bound by a confidentiality agreement with the State or otherwise prohibited from transmitting the information to Company by any contractual, legal, or fiduciary obligation or by any other obligation enforceable by law or in equity; (iv) was or is hereafter disclosed by the State to a third party who is bound by similar restrictions on use and disclosure as set forth in this Agreement; or (v) is hereafter, or was heretofore, independently developed or compiled by Company without the aid, application, or use of the Confidential Information. In the event of a dispute or litigation between parties, Company shall have the burden of proving by clear and convincing evidence that any information disclosed or used by Company or its Representatives and claimed to be excluded under this Subsection (c) is not in fact Confidential Information or a derivative of Confidential Information.

- d. “Representatives” of a party shall mean any or all of the following representatives of such party: directors, officers, employees, agents, attorneys, accountants, consultants, bankers, lenders, business advisers, financial advisers, scientific advisers, technical advisers, subcontractors and any Person with which Contractor has entered into a joint venture. Representatives shall also include the Representatives (as defined in the preceding sentence) of Company’s Affiliates.
  - e. “Person” whether or not the term is capitalized, will be interpreted very broadly and will include, but not be limited to, any individual, corporation (including a business trust), partnership, joint stock company, limited liability company, trust, estate, unincorporated association, joint venture, or other entity, or a government or any political subdivision or agency thereof, whether or not any such person is an officer, director, employee, or agent of the State.
2. Non-Disclosure. Company agrees to safeguard the confidentiality of the Confidential Information and not to disclose any part of it to any Person except to such of Company’s Representatives as need to know such information for the purposes of responding to the RFP or advising Company with respect to the RFP and who have obligated themselves to hold the Confidential Information in confidence and only as permitted hereunder. Company shall be responsible for breach of this Agreement by any such Representatives.
  3. Use of Confidential Information. Neither Company nor its Representatives will use the Confidential Information, directly or indirectly, for any purpose other than responding to the RFP without the prior written consent of the State. Such use shall cease at any time when the State notifies Company that the State is no longer interested in receiving RFP responses or Company is no longer interested in responding to the RFP.
  4. Return of Confidential Information. Promptly upon the request of the State, Company will return to the State all copies of the Confidential Information furnished to Company by the State, together with all copies of any of the same, or any part thereof, made by Company or its Representatives. All notes, studies, reports, memoranda, and other documents prepared by Company or its Representatives that contain or reflect the



Confidential Information shall also be returned to the State or destroyed and certified as such to the State, to the extent that contain Confidential Information.

5. Non-Disclosure of Existence of Negotiations. Without the prior written consent of the State, Company shall not, and direct its Representatives not to, disclose to any person, (i) the fact that Company has received the Confidential Information, (ii) that discussion or negotiations are taking place concerning a possible Transaction, or (iii) any of the terms, conditions, or other facts with respect to any such possible Transaction, including the status of discussions or negotiations.
6. Subpoena; Court Order; Other Legal Requirement. If a court of competent jurisdiction or any other governmental agency serves Company or its Representatives with a subpoena or order or other compulsory instrument, or with respect to clause (b) or (c) below, counsel for any such party advises such party that such party has a legal obligation to disclose (a) all or any part of the Confidential Information, (b) the fact that the Confidential Information has been made available to Company, or (c) any of the terms, conditions, or other acts with respect to any such possible Transaction, including the status of discussions or negotiations, Company and its Representatives, as the case may be, will: (i) provide the State with prompt written notice of the existence, terms, and circumstances surrounding such request or requirement; (ii) consult with the State on the advisability of taking steps to resist or narrow that request; (iii) if disclosure of Confidential Information is required, furnish only such portion of the Confidential Information as Company counsel advises in writing that Company is legally required to disclose; and (iv) cooperate with the State, at the request of the State and at the State's expense, in the State's efforts to obtain an order excusing the Confidential Information from disclosure, or an order or other reliable assurance that confidential treatment will be accorded to that portion of the Confidential Information that is required to be disclosed.
7. Warranty by Company. Company warrants that a duly authorized representative or corporate officer of Company has entered into this Agreement on behalf of Company and has the full and complete authority to bind Company to the terms and conditions hereof.
8. Disclaimer of Warranty by the State. Neither the State nor its Representatives has made or makes any representation or warranty as to the accuracy, completeness, or value of the Confidential Information. COMPANY AGREES THAT NEITHER THE STATE NOR ANY OF ITS REPRESENTATIVES SHALL HAVE ANY LIABILITY TO COMPANY OR ANY OF ITS REPRESENTATIVES RESULTING FROM COMPANY'S USE OF THE CONFIDENTIAL INFORMATION, EXCEPT AS PROVIDED IN A FURHTER AGREEMETN BETWEEN THE PARTIES HERETO.
9. Definitive Agreement. Unless and until a definitive written agreement between the State and Company with respect to a Transaction has been executed and delivered, neither the State nor Company will be under any legal obligation of any kind whatsoever with respect to such a Transaction by virtue of this or any other written or oral expression by either of them or their Representatives except, in the case of Company and this Agreement or any other written agreement, for the matters specifically agreed to herein or therein.
10. Assignability. This Agreement shall be binding upon and inure to the benefit of the parties, their legal representatives, successors, and assigns. Except as otherwise expressly provided



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herein, neither this Agreement nor any rights granted hereunder may be assigned, transferred, conveyed, or encumbered, whether voluntarily or by operation of law, by Company without the prior written consent of the other, and any attempt to do so will be deemed null and void.

11. Audits. From time to time, the State or its designee may audit or otherwise inspect Company's compliance with the terms of this Agreement. Company shall grant the State or its designee full and complete access to Company's books and records, and other documents of Company, as they may be required in order for the State to ascertain any facts relative to Company's compliance with the terms of this Agreement. Company shall provide the State or its designee such information and assistance as reasonably requested by the State to perform such audits.
12. Acknowledgement. Company acknowledges and understands that failure to comply with the terms of this Agreement may subject Company or its Representatives to criminal liability.
13. Indemnity by Company. Company will, at its expense, indemnify, defend and hold the State and its Representatives harmless from any action or claim brought against the same, and any resulting damages, expenses, costs, judgments, and settlements (including reasonable attorney's fees), to the extent that it arises from the breach or alleged breach by Company, its Affiliates, or their respective Representatives, of the terms and conditions of this Agreement.
14. Injunctive Relief. Company acknowledges that if this Agreement is breached, the State could not be made whole by monetary damages. Accordingly, the State, in addition to any other remedy to which it may be entitled by law or in equity, shall be entitled to seek an injunction to prevent breaches of this Agreement, and to an order compelling specific performance of this Agreement. Company acknowledges and agrees that: (a) the Confidential Information is proprietary to and valuable information of the State; (b) the State derives economic value from the Confidential Information not being generally known to other persons who can obtain economic value from its disclosure or use; (c) any disclosure or unauthorized use of the Confidential Information could cause irreparable harm or loss to the State; (d) monetary damages would be inadequate to compensate the State for a breach of this Agreement; and (e) in addition to any other remedy available in law or in equity, the State shall be entitled to injunctive relief in order to enforce the terms of this Agreement. Company shall reimburse the State for all costs and expenses, including attorney's fees, incurred by the State in enforcing the obligations of Company and its Representatives hereunder.
15. Notices, Etc. All notices, demands, and other communications provided for hereunder shall be in writing (including facsimile or e-mail transmission).
16. Entire Agreement. This Agreement constitutes the entire understanding and agreement between the State and Company and supersedes all previous understandings, agreements, communications, and representations, whether written or oral, concerning the treatment of information and other matters to which this Agreement relates. The rights and obligations provided by this Agreement shall take precedence over, and shall be applied in addition to,



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any specific legends or statements associated with the Confidential Information when received.

- 17. Amendments, Etc. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless the same shall be in writing and signed by Company and the State. Any waiver of any provision of this Agreement shall be effective only in the specific instance and for the specific purpose for which given.
- 18. No Waiver; Remedies. No failure on the part of either party to exercise, and no delay in exercising, any right, power, or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.
- 19. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California, USA and no action involving this Agreement may be brought except in the state and federal courts located in Sacramento County, California, USA.
- 20. Severability. Any provision of this Agreement that is prohibited, unenforceable, or not authorized in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, unenforceability, or non-authorization without invalidating the remaining provisions hereof or affecting the validity, enforceability, or legality of such provision in any other jurisdiction.
- 21. No License. Except for the limited right to use the information disclosed under this Agreement granted herein, no right or license, either express or implied, under any patent, copyright, trade secret, or proprietary information is granted hereunder. All Confidential Information shall remain the property of the State at all times.
- 22. Survival. The obligations of Company under the terms of this Agreement shall continue for so long as any Confidential Information continues to exist.
- 23. Captions. The captions contained in this Agreement are for convenience only and shall not affect the construction or interpretation of any provisions of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by a duly authorized representative of Company to become effective as of the date first referenced above.

**COMPANY:**

Company Name: \_\_\_\_\_

By (Signature): \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



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**ATTACHMENT A: DVBE PARTICIPATION PROGRAM COMPLIANCE OPTIONS**

**STD. 840**

Review, complete and sign the Standard Form 840 (rev. 1/2005) at the following DGS website “Small Business and DVBE Services” by following the link provided directly below:

<http://www.documents.dgs.ca.gov/pd/dvbe/dvbereq.pdf>

**STD. 843**

Review, complete and sign the Standard Form 843 (rev. 11/2005) at the following DGS website “Small Business and DVBE Services” by following the link provided directly below:

<http://www.documents.dgs.ca.gov/pd/poliproc/STD-843FillPrintFields.pdf>



**STATE OF CALIFORNIA**  
**DEPARTMENT OF CORRECTIONS AND REHABILITATION (CDCR)**  
**CALIFORNIA PRISON HEALTH CARE SERVICES (CPHCS)**

**ATTACHMENT B: SMALL BUSINESS CERTIFICATION FORM**

To claim the small business preference the firm must have its principal place of business located in California, have a complete application (including proof of annual receipts) on file with the DGS Office of Small Business and DVBE Services (OSDS) by the Proposal due date listed in Section 1.5 Key Action Dates and verified by such office. Questions regarding the preference approval process should be directed to the OSDS at (916) 375-4940.

**BIDDERS PLEASE CHECK THE APPROPRIATE LINE:**

- \_\_\_\_\_ I am not claiming any Small Business Preference.
- \_\_\_\_\_ I am a California Certified Small Business applying for a preference on this bid. A copy of my Small Business approval letter from DGS is attached. My Small Business number is: \_\_\_\_\_.
- \_\_\_\_\_ I have/will have a Small Business Certification request application that was submitted to DGS on or before 5:00 PM on the Proposal due date.
- \_\_\_\_\_ I am a Non-Small Business claiming to provide a twenty-five (25%) commercial useful function business opportunity to California Certified Small Business subcontractors. A list of small business contractors to be used for these services is provided on the Bidder Declaration Form. Attached is a copy of the Small Business approval letter from DGS for each subcontractor.

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_



**STATE OF CALIFORNIA**  
**DEPARTMENT OF CORRECTIONS AND REHABILITATION (CDCR)**  
**CALIFORNIA PRISON HEALTH CARE SERVICES (CPHCS)**

**ATTACHMENT C: PAYEE DATA RECORD (STD. 204)**

The successful Bidder will be required to sign the Payee Data Record (STD. 204) before contract award. The STD. 204 is located at:

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



**CALIFORNIA PRISON HEALTH CARE SERVICES (CPHCS)**  
**STATEWIDE TELECOMMUNICATIONS SERVICES**



**ATTACHMENT D: NON-DISCRIMINATION COMPLIANCE STATEMENT**

Bidders are required to complete and provide the State with a Non-Discrimination Compliance Statement (STD. 19). See the following website to obtain the form:

<http://www.documents.dgs.ca.gov/osp/pdf/std019.pdf>



**CALIFORNIA PRISON HEALTH CARE SERVICES (CPHCS)**  
**STATEWIDE TELECOMMUNICATIONS SERVICES**



**ATTACHMENT E: BIDDER DECLARATION**

Review, complete and sign the Bidder Declaration form GSPD-05-105 (effective 08/20/2005) found at the following link:

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



**STATE OF CALIFORNIA**  
**DEPARTMENT OF CORRECTIONS AND REHABILITATION (CDCR)**  
**CALIFORNIA PRISON HEALTH CARE SERVICES (CPHCS)**

**ATTACHMENT F: CERTIFICATION OF COMPLIANCE WITH AIR OR WATER POLLUTION VIOLATIONS**

Contractor assures the State that it:

1. Is compliant with any order or resolution promulgated by the State Air Resources Board or an air pollution control district.
2. Is not subject to a cease and desist order issued under Water Code Section 133011 for violation of waste discharge requirement or discharge prohibitions.
3. Is compliant with federal laws in relation to air or water pollution.

And all applicable regulations and guidelines issued pursuant to the Government Code (GC) Section 4477.

_____ Signature	_____ Date
_____ Name and Title (Print or Type)	_____ Street Address
_____ Firm Name	_____ City, State ZIP



**STATE OF CALIFORNIA**  
**DEPARTMENT OF CORRECTIONS AND REHABILITATION (CDCR)**  
**CALIFORNIA PRISON HEALTH CARE SERVICES (CPHCS)**

**ATTACHMENT G: QUALITY STATE AND CONTRACTORS BUSINESS  
RELATIONSHIP PRINCIPLES**

This Agreement documents the awarded Contractors along with the California Prison Health Care Services and Verizon Business Services (VzB) have committed to establishing a business relationship based on mutual trust, honest and open communications and teamwork. The primary objective of this agreement is to establish a long-term working relationship, which serves our customers and promotes the business and economic goals of the State of California.

Contractor agrees to:

1. Work corporately to establish positive working relationship and an environment that facilitates communication, cooperation, and collaboration between awarded Contractors, Verizon Business Services, and the State.
2. Establish positive working relationships with other awarded Contractors to provide statewide telecommunication Services within and between Regions / Contractors.
3. Promote positive business relationships in which all Parties commit to meet and confer informally to resolve conflicts prior to executing contractual remedies.
4. Demonstrate how their business practices will support inter-Contract Services while adhering to individual Contract terms and conditions.
5. Be accountable for their actions by adhering to the verbal and written commitments they make with the State, Verizon Business Services, and other awarded Contractors.
6. Establish business processes that facilitate the orderly Transition, Migration, Transfer, and ongoing Service Provisioning between and outside of other Contract Services.
7. Establish a quality assurance process that ensures continuous improvements in Contract administration and Service performance.
8. Recognize the contributions and effort of the State, Verizon Business Services, and other awarded Contractors to meet the objectives of this Attachment.
9. Participate monthly or as scheduled by CPHCS in forum meetings that will address contracted services status.
10. Provide any and all information requested by CPHCS to monitor and document existing and new services provisioning.



**CALIFORNIA PRISON HEALTH CARE SERVICES (CPHCS)**  
**STATEWIDE TELECOMMUNICATIONS SERVICES**



Signed by the below:

<b>Contractor for Region 1</b>	<b>Contractor for Region 2</b>
Firm:	Firm:
Signature:	Signature:
Title:	Title:
Printed Name:	Printed Name:
Date:	Date:
<b>Contractor for Region 3</b>	<b>California Prison Health Care Services</b>
Firm:	
Signature:	Signature:
Title:	Title:
Printed Name:	Printed Name:
Date:	Date:
<b>Verizon Business Services</b>	
Signature:	
Title:	
Printed Name:	
Date:	



**STATE OF CALIFORNIA**  
**DEPARTMENT OF CORRECTIONS AND REHABILITATION (CDCR)**  
**CALIFORNIA PRISON HEALTH CARE SERVICES (CPHCS)**

**ATTACHMENT H: WORKERS COMPENSATION CERTIFICATION**

The undersigned in submitting this document hereby certifies the following:

I am aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with such provisions before commencing the performance of the work of this Contract.

_____ Signature	_____ Date
_____ Name and Title (Print or Type)	_____ Street Address
_____ Firm Name	_____ City, State ZIP



**STATE OF CALIFORNIA**  
**DEPARTMENT OF CORRECTIONS AND REHABILITATION (CDCR)**  
**CALIFORNIA PRISON HEALTH CARE SERVICES (CPHCS)**

**ATTACHMENT I: REGULATORY SERVICE TAXES, FEES, AND SURCHARGES**

Bidders shall identify all regulatory taxes, fees, surcharges and surcredits that they plan to include on their invoices. Bidder shall submit a copy of this form for each regulatory tax, fee, surcharge and surcredit that they plan to include on their invoices. The Contractor shall update this list upon award and quarterly thereafter or periodically as mutually agreed upon award and quarterly thereafter, or periodically as mutually agreed upon by CPHCS and the Contractor.

1. Component or Element of Service Contained in RFP Section 6.3 Requested Service:

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2. Fee ID#:

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3. Regulatory or jurisdictional entity requiring the Fee:

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4. The name of the Fee:

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5. The regulatory or jurisdictional citation in law, regulation or order:

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6. The purpose of the Fee:

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7. The Fee rate and effective date of the rate:

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8. Component or Element of Service Contained in RFP Section 6.3 Requested Service:

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**STATE OF CALIFORNIA**  
**DEPARTMENT OF CORRECTIONS AND REHABILITATION (CDCR)**  
**CALIFORNIA PRISON HEALTH CARE SERVICES (CPHCS)**

**ATTACHMENT J: CONTRACTOR’S LICENSE INFORMATION**

(For Installation Services Only)

Bidder shall complete the applicable Contractor’s license information below in accordance with the Contractor’s State License Board, Department of Consumer Affairs. A Class C-7 Contractor’s license is required before any Bidder can contract business (e.g. submit a Proposal) that includes the installation of cable and wiring. In addition, if structural modifications are required, a Class B license is required.

**CONTRACTOR:**

Class: \_\_\_\_\_ License No: \_\_\_\_\_  
 Licensee: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

**Note: Bidder (Firm’s Name or a Responsible Managing Employee) must be licensed in addition to all subcontractor(s) performing under this Contract.**

**SUBCONTRACTOR 1:**

Class: \_\_\_\_\_ License No: \_\_\_\_\_  
 Licensee: \_\_\_\_\_ Expiration Date: \_\_\_\_\_  
 Relationship of License to Contractor: \_\_\_\_\_

**SUBCONTRACTOR 2:**

Class: \_\_\_\_\_ License No: \_\_\_\_\_  
 Licensee: \_\_\_\_\_ Expiration Date: \_\_\_\_\_  
 Relationship of License to Contractor: \_\_\_\_\_

**SUBCONTRACTOR 3:**

Class: \_\_\_\_\_ License No: \_\_\_\_\_  
 Licensee: \_\_\_\_\_ Expiration Date: \_\_\_\_\_  
 Relationship of License to Contractor: \_\_\_\_\_

(Use Additional Sheets If Necessary)



**STATE OF CALIFORNIA**  
**DEPARTMENT OF CORRECTIONS AND REHABILITATION (CDCR)**  
**CALIFORNIA PRISON HEALTH CARE SERVICES (CPHCS)**

**ATTACHMENT K: LIST OF PROPOSED SUBCONTRACTORS (PUBLIC WORKS)**

Listed hereinafter is the name and address of each subcontractor who will be employed and the kind of work which each will perform if the contract is awarded to the aforesigned. I understand that under Government Code Section 4100 through 4113\* (See Note Below) that I must here clearly set forth the name and address of each subcontractor who will perform work or labor or render service to me in or about the construction of the work in my total Proposal and that as to any work in which I fail to do so, I agree to perform that portion myself or be subject to penalty under the act.

**(NOTE: IF MORE THAN ONE SUBCONTRACTOR IS LISTED FOR THE SAME TYPE OF WORK, STATE THE PORTION OF THAT TYPE OF WORK THAT THE INDIVIDUAL SUBCONTRACTOR WILL BE PERFORMING. LIST THE SUBCONTRACTORS' APPLICABLE CONTRACTORS LICENSE NUMBER(S), IF AVAILABLE. VENDORS OR SUPPLIERS OF MATERIALS ONLY, NEED NOT BE LISTED.)**

If additional space is required for the listing of proposed subcontractors, reproduced additional sheets showing the required information, as indicated below, shall be attached hereto and made a part of the Final Bid Proposal.

**SUBCONTRACTOR:**

<u>TYPE OF WORK</u>	<u>NAME AND ADDRESS</u>	<u>LICENSE NO.</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

NOTE: The above listing Requirement will for purposes of this Proposal be construed in accordance with the provisions of the Subletting and Subcontracting Fair Practices Act ("The Act") as set forth in Government Code Sections 4100 through 4113. Also, for purposes of this Proposal and interpretation of The Act, a vendor will be considered to be a prime Contractor regardless of whether such vendor is or is not a licensed Contractor.



STATE OF CALIFORNIA  
DEPARTMENT OF CORRECTIONS AND REHABILITATION (CDCR)  
CALIFORNIA PRISON HEALTH CARE SERVICES (CPHCS)

**ATTACHMENT L: CERTIFICATION REGARDING DEBARMENT,  
SUSPENSION, INELIGIBILITY, AND VOLUNTARY  
EXCLUSION**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

**(BEFORE COMPLETING CERTIFICATION, READ THE INSTRUCTIONS ON  
THE FOLLOWING PAGE WHICH ARE AN INTEGRAL PART OF THE  
CERTIFICATION)**

1. The prospective recipient of Federal assistance funds certifies, by submission of this Bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or Agency.
2. Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Proposal.

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Name and Title of Authorized Representative

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Signature

---

Date



## INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this Proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this class is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this Proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “Proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this Proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this Proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-Procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this cause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.



**CALIFORNIA PRISON HEALTH CARE SERVICES (CPHCS)**  
**STATEWIDE TELECOMMUNICATIONS SERVICES**



Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

**STANDARD AGREEMENT**

**FOR I.T. GOODS/SERVICES ONLY**

		REGISTRATION NUMBER
PURCHASING AUTHORITY NUMBER	AGREEMENT NUMBER C11.XXXX	

1. This Agreement is entered into between the State Agency and the Contractor named below  
 STATE AGENCY'S NAME  
**California Department of Corrections and Rehabilitation (CDCR)**  
 CONTRACTOR'S NAME

2. The term of this Agreement is: February 15, 2011 through February 14, 2016

3. The maximum of this Agreement **\$ .00**

4. The parties agree to comply with the terms and conditions of the following attachments, including Contractor's response to Request for Proposal (RFP #10-035-ITS), which is incorporated and made a part of this agreement by reference:

Exhibit A –	Statement of Work	5	Pages
Exhibit B –	Budget Detail and Payment Provisions	2	Pages
Exhibit C -	General Provisions – Information Technology, GSPD 401IT, 06/08/2010	10	Pages
Exhibit D -	Special Provisions	8	Pages
Attachment 1	Cost Worksheet(s)	X	Pages
Attachment 2	Services Worksheet	X	Pages

Items shown with an asterisk (\*) may be viewed at [www.pd.dgs.ca.gov/modellang/generalprovisions](http://www.pd.dgs.ca.gov/modellang/generalprovisions) or [www.pd.dgs.ca.gov/modellang/ITmodules](http://www.pd.dgs.ca.gov/modellang/ITmodules)

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

<b>CONTRACTOR</b>		<b>CALIFORNIA Department of General Services Use Only</b>	
CONTRACTOR'S NAME <i>(If other than an individual, state whether a corporation, partnership, etc.)</i>			
BY <i>(Authorized Signature)</i>		DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING			
ADDRESS			
<b>STATE OF CALIFORNIA</b>			
AGENCY NAME			
Department of Corrections and Rehabilitation			
BY <i>(Authorized Signature)</i>		DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING			
LIANA BAILEY-CRIMMINS, Chief Information Officer			
ADDRESS			
PO Box 4038, Sacramento, CA 95812			

## RURAL HEALTH TELECOMMUNICATIONS SERVICES

### A. CONTRACT PURPOSE AND DESCRIPTION

The CPHCS has established a wide range of telecommunications and managed services via a private provider. The CPHCS will continue to use the current private provider as the primary telecom provider managing the Multi-Protocol Label Switching (MPLS) network infrastructure. Contractor shall provide services, requested via a California State STD 65 (Purchase Order) form, within the existing managed infrastructure and work collaboratively with CPHCS' primary telecommunications provider to implement requested services.

#### EXISTING SERVICES

- Consolidated Centrex Services
- Non-Consolidated Centrex Services
- Analog Services
- DS1 – PRI Services
- DS1 – Supertrunk Services
- Gigaman Services
- Frame Relay / ATM – DS0 Services
- Frame Relay / ATM – DS1 Services
- Frame Relay / ATM – DS3 Services
- PTP – DS0 Services
- PTP – DS1 Services
- PTP – DS3 Services
- Multipoint – DS0 Services
- ATM – OC3 Services
- SONET Ring Services

### B. SCOPE OF SERVICES

Upon receipt of a STD 65 authorizing services, Contractor shall provide any basic telephony, advanced telecommunications (e.g., broadband network) services, and wireless services as listed below:

- Redundant, secondary or fail-over services for risk management
- T1, T3, and Fractional T1
- DS0, DS1, and DS3
- ISDN (BRI and PRI)
- Frame Relay, ATM
- OC3, OC12
- Multi Protocol Label Switching (MPLS)
- Off-Premise Extension

- Satellite Service
- Centrex
- Dedicated Private Line
- Foreign Exchange Line
- Network Reconfiguration Services
- Direct Inward Dialing
- Onetime (Installation) Charges
- QoS Services

Contractor shall provide any of the above services at the above referenced location(s) within/for a pre-existing provider-managed infrastructure. This Agreement shall transition to Contractor existing CPHCS services from its current provider, as listed in the Services Worksheet attached and made part of this agreement by reference.

A California State STD 65 form (Purchase Order) shall be used to order future services as CPHCS' business needs merit.

#### **C. CPHCS ROLES AND RESPONSIBILITIES**

1. CPHCS will help resolve and escalate issues within the organization, as necessary.
2. The state does not pay overtime rates for hours worked exceeding eight (8) hours in a day by consultants. All hours are billed at the deliverable rate agreed upon, regardless of the number of hours performed in a given day.
3. CPHCS will be responsible for reviewing tasks, deliverables, and invoices as submitted in a timely manner.
4. CPHCS will provide staff availability for meetings.

#### **D. CONTRACTOR ROLES AND RESPONSIBILITIES**

1. Work with CPHCS' Chief Information Officer (CIO), Contract Manager, and/or designees to ensure any issues concerning the work are reported.
2. Comply with all applicable State and Agency policies and procedures including those enumerated in Exhibit D. By accepting this Agreement, the Contractor acknowledges that he/she has read and agrees to the provisions of Exhibit D.
3. Return all State property including security badges prior to termination of the Agreement.
4. Sign a Confidentiality Statement declaring that there is no conflict of financial interest with this project and agreeing to keep any and all findings confidential.
5. Sign a Non-Disclosure Statement.
6. If applicable, be tested for Tuberculosis and certified to be free of Tuberculosis on the TB Infectious Free Staff Certification in order to gain entrance to the Institutions.
7. If applicable, complete a Request for Gate Clearance Form, Application for Identification Card, and Emergency Notification form in order to gain entrance to the Institutions.

8. If applicable, agree to abide by the Digest of Laws Related to Association with Prison Inmates.
9. Communicate with CPHCS staff to ensure efficient and effective exchange of information, and that important and timely decisions are made.

#### **E. SERVICE CANCELTION**

Contractor shall cancel any service, with or without cause, upon receipt of notice from CPHCS. At no time shall cancelation of services take longer than fifteen (15) calendar days after notice receipt.

#### **F. ASSUMPTIONS AND CONSTRAINS**

1. Contractor is an independent vendor providing telecommunication services, and not an agent, servant or representative of CPHCS or CDCR. Contractor has no authority to make any statements, representations or commitments of any kind on behalf of the State, or to use the name of CDCR, CPHCS, or the State in any publications or advertisements, except with the State's written consent or as explicitly provided herein.
2. In accepting this Agreement, Contractor covenants that it presently has no interest and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the rendering of services described herein. Contractor further covenants that in the performance of services it will not employ any subcontractor(s) or other individual(s) having such an interest/
3. Contractor shall perform services pursuant to this Agreement under the direction and management of the CDCR.

#### **G. TERM OF AGREEMENT**

The term of this Agreement is effective from February 15, 2011 to February 14, 2016, unless terminated earlier in accordance with Section H (Termination) below.

#### **H. TERMINATION**

Notwithstanding provisions #21, #22, and #23 of the State's General Provisions – IT (GSPD 401-IT, effective 06/08/2010), CPHCS reserves the right to terminate the ensuing Agreement immediately with or without cause.

#### **I. WORK LOCATION**

INSTITUTION NAME(S)  
Institution Address  
Institution City and Zip Code

#### **J. CPHCS CONTRACT MANAGER**

CPHCS CONTRACT MANAGER  
Manager Contact Information

## **Budget Detail and Payment Provisions**

### **1. Procurement of Deliverables:**

CPHCS may order Deliverables by issuing Contractor a California State STD 65 (Purchase Order). Contractor shall not commence performance of Deliverables until Contractor receives a signed STD 65 from CPHCS. CPHCS may cancel services at any time with a thirty (30) day notice given to Contractor.

### **2. Invoicing and Payment:**

Payment for services performed under this contract will be made on a monthly basis. Contractor shall invoice the State upon successful completion of services, in arrears, and in triplicate.

Progress payments, based on the list of deliverables and due dates, may be made to the Contractor for performance of deliverable(s) that have a performance period greater than a month. If progress payments are included in the order, the Department shall retain ten percent (10%) of fees billed pending completion of the entire project (PCC §10346 and §12112).

All invoices must reference the Purchase Order (i.e., STD 65) number and be submitted to the address below. CPHCS' Contract Manager will verify and approve, or disapprove, the invoice items.

Invoices must include a certification statement signed by the Contractor's financial manager, attesting to the accuracy of the invoice data.

If the Department does not approve the invoiced services, the invoice will be returned by the Contract Manager and the Contractor will be notified. Contractor must take timely and appropriate measures to correct or remedy the reason(s) for non-acceptance and demonstrate to the Department that the Contractor has successfully completed the scheduled work before payment will be made.

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

Contractor shall address and submit all invoices to the following:

IT ACQUISITIONS  
Administration Support Division  
California Prison Health Care Services  
P.O. Box 4038  
Sacramento, California 95812-4038  
ATTENTION: JOSIE PROVERBS

### **2. 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.

### **3. Budget Contingency Clause:**

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

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

### **4. Travel and Miscellaneous Expenses**

Travel outside the greater Sacramento metropolitan area may be necessary as CPHCS has institutions located throughout the State. Any reimbursable travel and/or other expenses must be approved in advance by the Chief Information Officer or designee and itemized in the Contractor's proposal. Travel reimbursement must not exceed the rates, terms, and conditions that apply to comparable State employees, in accordance with travel rules and regulations, as specified in California Code of Regulations (CCR), Title 2, Division 1, Chapter 3, and/or the California Department of Personnel Administration (DPA), Sections 599.619 through 599.631. Travel expenses shall be submitted on a State of California Travel Expense Claim (Std. 262) or an authorized departmental travel claim form.

No travel or parking within the Sacramento metropolitan area will be paid. Parking fees are typically required at the 501 J Street location in downtown Sacramento. Only approved business travel originating at the CPHCS site may be reimbursed. Travel to and/or from a consultant's home or business to the primary CPHCS project site is not reimbursable, unless otherwise expressly authorized by CPHCS. For this Agreement, there are no funds allocated for consultant travel.