



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

STATE OF CALIFORNIA
DEPARTMENT OF CORRECTIONS AND REHABILITATION

REQUEST FOR OFFER

INFORMATION TECHNOLOGY (IT) CONSULTING
LEVERAGED PROCUREMENT AGREEMENT (CMAS)
UNIT HEALTH RECORD CONVERSION (UHRC)
LAN/WAN TECHNICAL ARCHITECT
RFO #09-046-ITS

January 6, 2010

The California Department of Corrections and Rehabilitation (CDCR), California Prison Health Care Services (CPHCS), is requesting offers for Information Technology (IT) Consultant Services (i.e., LAN/WAN Technical Architect) to support the Unit Health Record Conversion (UHRC) Project. The UHRC Local Area Network/Wide Area Network (LAN/WAN) Technical Architect will analyze, evaluate, and recommend options regarding CPHCS' network architecture. The LAN/WAN Technical Architect will report to CPHCS' Deputy Chief Information Officer (DCIO), Infrastructure Services, Project Sponsors, or designee(s). In submitting an offer vendor must comply with the instructions found herein.

The term of the proposed Agreement is targeted for February 15, 2010 through February 14, 2011. CPHCS reserves the option to extend the Agreement for two (2) additional one-year terms at the same rate of award and/or to add additional funds up to the maximum CMAS threshold. The contract award is subject to availability of funds approved for this purpose.

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 Offer and in accordance with your authorized Leveraged Procurement Agreement (i.e., California Multiple Award Schedule [CMAS] contract).

Offers are due by **4:00 p.m., Thursday, January 21, 2010**. **Responses and any required copies must be submitted by electronic mail and clearly labeled to the department contact noted below.**

Department Contact:

California Department of Corrections and Rehabilitation
United Health Record Conversion (UHRC) Project
Attention: CYNTHIA BASA-PINZON
P.O. Box 4038
Sacramento, CA 95812-4038
(916) 324-8045
Cynthia.Basa-Pinzon@cdcr.ca.gov

RESPONSE GUIDELINES

This RFO, Offeror's response, the CMAS General Provisions – Information Technology (GSPD 401IT, effective 04/12/2007), and applicable CMAS IT Special Provisions will be made part of the ordering department's Purchase Order and/or procurement contract file.

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

1. Cover letter signed by the authorized officer of the company or firm who has legal and binding authority;
2. Company name, mailing address, telephone and facsimile numbers;
3. Name, telephone number, and electronic mail (i.e., e-mail) address of contact person;
4. Submission date of Offer;
5. A copy of Offeror's CMAS contract that includes the California Department of General Services (DGS) logo, CMAS contract number, term and DGS' signature approval;
6. Copy of Liability Insurance Certificate;

Offeror must provide CPHCS with a Certificate of Insurance showing that there is liability insurance currently in effect for Offeror of not less than \$1,000,000, per occurrence, for bodily injury and property damage liability combined. If awarded, the successful Firm's Certificate of Insurance must include all of the following provisions:

- a. The insurer will not cancel Firm's coverage without 30 days prior written notice to the State; and
- b. The State of California is included as additional insured.

7. Proof of Worker's Compensation Insurance;

Offeror shall provide CPHCS with a Certificate of Insurance showing that there is current workers' compensation insurance coverage for its employees who will be engaged in performance of the requested services. The Certificate of Insurance must include provision that the insurer will not cancel the insured's coverage without 30-days prior written notice to the State.

8. Completed Rate Sheet (Exhibit B-1);

Exhibit B-1 (Rate Sheet) must provide: 1) consultant classification; 2) number of hours per consultant; 3) rate per hour; 4) total cost; and 5) consultant name. The ensuing Agreement will be invoiced and reimbursed on a time and materials basis subject to completion, and CPHCS approval, of tasks performed by Contractor.

Any modifications to SOW of the ensuing Agreement will be defined, documented and mutually agreed upon by Contractor and DCIO, or designee, and will be paid at consultant's hourly rate shown on Exhibit B-1 (Rate Sheet).

9. Offeror Declaration Form (GSPD-05-105) – (Attachment A);

Offerors must complete the Offeror Declaration and include it with response. When completing the declaration, Offerors must identify all subcontractors proposed for participation in the contract. Offerors awarded a contract are contractually obligated to use the subcontractors for the requested services (i.e., a commercially useful function) unless CPHCS agrees to a substitution via amendment to the contract.

10. If applicable, contractor's Small Business and/or Disabled Veteran's Business Enterprise Certification;
11. Completed Payee Data Record (STD 204) - (Attachment B);
12. A description of proposed candidate's expertise and experience in performing IT consultant services as requested in Exhibit A (Statement of Work);
13. Resume(s) of each proposed candidate must include: a) all relevant work experience; b) a start and end date of each job cited; and c) consultant's qualifications and experience(s) in performing LAN/WAN Technical Architect services;
14. A description of Offeror's expertise and experience (e.g., total years in business, etc.) performing IT consultant services as requested in Exhibit A (Statement of Work);
15. Three (3) customer references for proposed candidates to verify engagement(s) similar in scope as requested in Exhibit A (Statement of Work). Include a brief narrative of project description and candidate's role for each reference provided. Customer references will be used to verify information provided by Offeror and/or consultant for selection purposes;
16. Copies of pertinent certifications, if applicable, for the technical service requirements described in Exhibit A (Statement of Work);
17. A detailed description of Contractor's approach for completing the services requested in Exhibit A (Statement of Work), Section C (Scope of Services) including, but not limited to, the functions, roles, and responsibilities of the proposed candidate(s).
18. Other Requirements:

Offeror's proposed staff will be required to complete the following documents prior to award.

Do not submit the following with your response.

- a. Contractor Confidentiality Statement (Attachment C):

The Political Reform Act of 1974 (Government Code Sections 81000-91015) requires consultants to file a Contractor Confidentiality Statement certifying no personal or financial interest with the UHRC Project and agreeing to keep all information concerning the project confidential.

- b. Non-Disclosure Agreement (Attachment D)
- c. Statement of Economic Interests (Form 700) - (Attachment E)

Interested Offerors may submit questions and/or requests for clarification, via e-mail, to Cynthia.Basa-Pinzon@cdcr.ca.gov. CDCR responses to Offeror questions that provide new or additional information will be provided to all Offerors.

KEY DATES

Event	Date	Time
Release of Request for Offer	01/06/2010	
Questions or Clarifications Submittal (latest date)	01/13/2010	4:00 p.m.
Offer Response Submission Due Date	01/21/2010	4:00 p.m.
Comparison of Offers and Interview(s), if warranted.	01/25/2010 to 01/29/2010	
Best Value Determination – Selection of Vendor	02/05/2010	4:00 p.m.
Proposed Contract Start Date ¹	02/15/2010	

¹ Date subject to change.

SELECTION PROCESS

All offers will be reviewed for responsiveness to requirements of the RFO. If a response is missing required information, it may be deemed non-responsive. Responsive offers will be scored on the “Best Value” criteria listed below. Further review is subject to CDCR’s discretion.

Best Value Criteria	
Technical Experience:	35 Points
<ul style="list-style-type: none"> • Demonstrated experience working on at least two large scale system integration and development projects; 	0-05
<ul style="list-style-type: none"> • At least four (4) years cumulative experience as a chief technical architect or senior technical lead of large-scale IT infrastructure projects; 	0-05
<ul style="list-style-type: none"> • At least two (2) years experience analyzing and assimilating information from multiple sources, both written and verbal, and distilling the information into executable recommendations to facilitate successful completion of project objectives; 	0-05
<ul style="list-style-type: none"> • Certification(s) in one or more of the following: 1) Building Industry Consulting Services International (BSCI), 2) Cisco Certified Internetwork Expert (CCIE), 3) Cisco Certified Security Professional (CCSP), and/or 4) Microsoft Certified System Engineer (MCSE); 	0-05
<ul style="list-style-type: none"> • Technical architecture design and implementation experience for a large scale IT infrastructure project with project costs exceeding \$15 million; 	0-05
<ul style="list-style-type: none"> • Willing and able to travel to adult institutions to meet with stakeholders and manage project risks and/or issues; and 	0-05
<ul style="list-style-type: none"> • Knowledge, education, and experience in project management. 	0-05
Administrative Criteria:	30 Points
<ul style="list-style-type: none"> • Completeness of response package; 	0-10
<ul style="list-style-type: none"> • Detailed resumes for proposed consultants describing experience levels to perform services requested in the Statement of Work; and 	0-10
<ul style="list-style-type: none"> • References for consultant(s). 	0-10
Cost:	35 Points
<ul style="list-style-type: none"> • Lowest cost proposal will receive full cost points and each proposal with higher cost will receive a percentage of total points. 	0-35

CPHCS reserves the sole right to reject any and all offers, cancel, and/or reissue this RFO. In the event the CPHCS determines that the requested services would be best served by awarding of multiple agreements for this RFO, CPHCS reserves the right to make this determination and negotiate with Offerors having “best value” to award more than one company and/or firm. The awarded Contractor will be obligated to provide services at the rate offered in the Rate Sheet (Exhibit B-1), which under no circumstances may exceed their authorized CMAS rate(s).

EXHIBITS AND ATTACHMENTS:

- Exhibit A Statement of Work
- Exhibit B Budget Detail and Payment Provisions
- Exhibit B-1 Rate Sheet
- Exhibit C CPHCS Special Provisions
- Attachment A Offeror Declaration Form (GSPD-05-105)
- Attachment B Payee Data Record (STD 204)
- Attachment C Contractor Confidentiality Statement
- Attachment D Non-Disclosure Agreement
- Attachment E Statement of Economic Interests (Form 700)

EXHIBIT A STATEMENT OF WORK

A. BACKGROUND AND PURPOSE

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 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 the establishment of a standardized records health practice in all institutions.

The CDCR currently lacks an effective information management system that ensures a standardized health records practice in the California prison system. The Receiver is in the deployment stage for a clinical data repository that will serve as the primary database for CDCR's health care system. It will be through the data repository that patient-inmate health records can be established, radiology and laboratory results can be communicated, and the initial steps towards building a digital health care system can be taken. The Receivership is nearing completion of its statewide network infrastructure.

The CPHCS is seeking an experienced LAN/WAN Technical Architect (i.e., Subject Matter Expert) to support support the Unit Health Record Conversion (UHRC) Project. The LAN/WAN Technical Architect will work with CPHCS staff and consultants to analyze, evaluate, and recommend options regarding network architecture. The consultant(s) will provide technical analysis and support related to LAN/WAN architecture, design and engineering. The consultant will work with UHRC project teams and all sub-project managers to complete the Institution Network Initiative by January 2011. All analyses will include data requirements, compatibility, potential conflicts, interface requirements and concerns, and overall network architecture considerations.

The LAN/WAN Technical Architect will report to CPHCS' Deputy Chief Information Officer (DCIO), Infrastructure Services, Project Sponsors, or designee(s)

B. CONSULTANT QUALIFICATIONS

Consultants must meet the Mandatory Qualifications to be considered for award. Consultants will be evaluated on expertise and experience stated in the resume against the mandatory qualifications. At discretion of CPHCS, interviews may be a part of the selection process.

Mandatory Qualifications:

1. Demonstrated experience working on at least two large scale system integration and development projects;
2. At least four (4) years cumulative experience as a chief technical architect or senior technical lead of large-scale IT infrastructure projects;
3. At least two (2) years experience analyzing and assimilating information from multiple sources, both written and verbal, and distilling the information into executable recommendations to facilitate successful completion of project objectives;
4. Certification(s) in one or more of the following: 1) Building Industry Consulting Services International (BSCI), 2) Cisco Certified Internetwork Expert (CCIE), 3) Cisco Certified Security Professional (CCSP), and/or 4) Microsoft Certified System Engineer (MCSE);
5. Technical architecture design and implementation experience for a large scale IT infrastructure project with project costs exceeding \$15 million;
6. Willing and able to travel to adult institutions to meet with stakeholders and manage project risks and/or issues; and
7. Knowledge, education, and experience in project management.

Desirable Qualifications:

1. PMP or equivalent project management certification;
2. Certified software engineer with experience evaluating and selecting enterprise-wide solutions;
3. Experience working for the offering Firm on projects that consultant performed at the lead capacity in technical architecture tasks;
4. Experience managing business process, facility improvement, health care, and/or correctional management projects, preferably within California State government;
5. Experience performing network installation and/or upgrade projects for the State of California or another public sector agency;
6. Experience auditing network construction projects;
7. Knowledge of CPHCS and/or CDCR operations; and
8. Ability to work in a team environment as well as independently.

C. SCOPE OF SERVICES

The LAN/WAN Technical Architect shall perform all of the following tasks:

Activity 1: Project Preparation and Administration**1. Task 1.1 – Prepare a Network Architecture Project Plan and Schedule**

The awarded Technical Architect shall prepare a Network Architect Project Plan and Schedule within the first two weeks from execution date of the ensuing Agreement. The plan must clearly demonstrate the Technical Architect's commitment to the project and consultant's:

- a. Role and responsibilities for review and approval of certain technical documents on behalf of the State;
- b. Pivotal role regarding the importance of timely and accurate technical reviews as a potential bottleneck to the overall process of connecting every UHRC site in the state;

- c. Understanding of the UHRC project participants, their roles and interactions, and the reporting/escalation scheme of each;
- d. Methods for integrating the various reviews, evaluations and activities with the larger UHRC project schedule;
- e. Plan for accomplishment of each task in this SOW, including the known resources that will be employed in support of the successful completion of each (i.e., this includes industry standard type references that may be used to propose modifications to current State or department technology standards);
- f. Schedule for conducting all work expressed in this SOW, including identification of each site and each document the Technical Architect is expected to evaluate;
- g. Schedule for development of tasks, including a schedule showing that tasks will be completed well enough in advance of work to allow State review, negotiations regarding the contents of the task, and CPHCS approval before the Technical Architect begins work on the task;
- h. Plan for issue/risk identification, analysis, and recommendation;
- i. Plan for maintenance and periodic update of the Network Architect Plan and Schedule; and
- j. Issue a schedule for the planned 12-month deployment of the LAN upgrade at all sites.

2. Task 1.2 – Prepare a Site Inspection Checklist

The Technical Architect is expected to make on-site inspections during and after the installation work at each UHRC installation site.

In preparation for these inspections, the Technical Architect must prepare a checklist of points to inspect, work for the Technical Architect to perform at each site to verify work or completion, and/or critical parts for compliance with the CDCR/CPHCS Network Design and Engineering Specifications Standards. The checklist must receive State approval before any site visits are scheduled.

3. Task 1.5 Provide Project Administrative Support to UHRC and CPHCS

The Technical Architect must participate in administrative meetings convened by the State Project Manager for purpose of managing and coordinating the UHCS project.

The Technical Architect must also raise risks and issues in a timely manner, provide a written monthly status report, update the Network Architect Project Plan and Schedule on a quarterly basis, process inquiries and issues with and between the CDCR/CPHCS facilities staff and the Designated Network Engineering Company (DNEC), and perform other technical evaluation or recommendation work, as requested by the DCIO or designee.

Activity 2: Evaluate Network Design and Engineering Specifications for Each Site**1. Task 2.1 – Evaluate Site Network Design and Engineering Drawings for Each Site**

The Technical Architect shall review the network design and engineering specifications for each site that are subject to network improvements through the UHRC project.

For each site, the DNEC shall provide the network design and engineering drawings, an installation plan or method, and a list of materials intended for procurement by the state at the site. This task requires the Technical Architect to review and comment on the drawings and on the DNEC's methods for installation.

As part of the evaluation, the Technical Architect must determine if the drawings and installation methods adhere to all of the following:

- a. Meet objectives of the UHRC project;
- b. Are adequate in bandwidth, avoid bottlenecks and single-points-of-failure, and are reasonable in design;
- c. Meet the State approved Network Design and Engineering Specifications;
- d. Can be reasonably installed and adequately provided to the site within DNEC timeframes and within UHRC project guidelines;
- e. Consider the least disruptive methods for network installation and testing;
- f. Include good practices or industry standards for installations to protect the State's investment;
- g. Consider the unique security and privacy needs of the CDCR/CPHCS; and
- h. Meet other security rules CDCR/CPHCS must adhere to (i.e. CORI, HIPAA, SOX, etc.).

The Technical Architect shall provide site design and engineering recommendations to the State Project Manager who is designated to have the design and engineering drawings, installation methods updated, or to permit initiation of the on-site installation work by the DNEC.

The recommendations must include all of the following:

- a. The technical parts of drawings and installation methods that were reviewed by the Technical Architect;
- b. The questions posed to DNEC by Technical Architect as a result of the evaluation and DNEC response(s) to those questions;
- c. The Technical Architect's opinion about the reasonableness and practicality of the drawings, and installation methods proposed by the DNEC;

- d. Potential risks to project completion including those identified by the Technical Architect, as well as by the DNEC, and possible pre-emptive tactics for consideration by the State Project Manager; and
- e. The Technical Architect's professional recommendations about drawings and installation methods including one of the following recommendations as appropriately selected by the Technical Architect:
 - i. I, the UHRC Technical Architect, having completed my evaluation of the network design and engineering drawings and installation methods proposed by the DNEC, recommend the network design and engineering drawings for site (name of institution) be approved for installation;
 - ii. I, the UHRC Technical Architect, having completed my evaluation of the network design and engineering drawings and installation methods proposed by the DNEC, recommend the network design and engineering drawings for site (name of institution) be approved for installation provided the following concerns are addressed by the State or by the DNEC without my further review;
 - iii. I, the UHRC Technical Architect, having completed my evaluation of the network design and engineering drawings and installation methods proposed by the DNEC, recommend the network design and engineering drawings for site (name of institution) be approved for installation provided the following concerns are addressed by the State, or by the DNEC, and only with further review and recommendation; or
 - iv. I, the UHRC Technical Architect, having completed my evaluation of the network design and engineering drawings and installation methods proposed by the DNEC, recommend the network design and engineering drawings for site (name of institution) not be approved for the following reasons.

This evaluation must be repeated for every site network design and engineering specification and specification modification provided by the DNEC.

2. Task 2.2 – Evaluate Requested Equipment List for Each Site

The Technical Architect shall review the requested equipment list for each of the sites that are subject to network improvements through the UHRC project.

For each site, the DNEC shall provide the network design and engineering drawings, an installation plan or method, and a list of materials intended for procurement by the State for the site. This task requires the Technical Architect to review and comment on the list of goods and/or services intended for procurement by the State. The evaluation must include the Technical Architect's professional opinion regarding the necessity of the items on the parts list when compared to intended purposes as derived from the context of the entire network design and engineering schematics.

As part of this evaluation, the Technical Architect must determine if the items listed address all of the following:

- a. Meet the objectives of the UHRC project;
- b. Comply with State approved Network Design and Engineering Specifications;
- c. Fulfill intended purpose of the item in accordance with the site's DES;
- d. Are necessary for use in fulfilling the item's intended purpose or may be excess, surplus, or otherwise possibly purchased by the State and not installed; and
- e. Are neither excessive nor over-engineered for the item's intended purpose.

The Technical Architect shall provide requested equipment list recommendations for each site to the State Project Manager who is empowered to have the equipment list updated or to permit procurement of the equipment by the State in support of the DNEC's installation effort.

The recommendations must identify items that do not comply with the State approved Network Design and Engineering Specifications, do not meet design specifications, or are otherwise known to the Technical Architect as problematic to the State's ability to operate, service, or maintain the device. The Technical Architect must include equipment delivery and "burn-in" considerations that may impact the UHRC project's cost or schedule. These items and other Technical Architect opinions and recommendations will be included in this task. This evaluation must be repeated for every requested equipment list provided by the DNEC.

3. Task 2.3 Review and Recommend Resolutions to Network Design and Engineering Issues

The Technical Architect will actively participate in the identification, analysis, and solution of network issues by preparing recommendations as deemed necessary by the Technical Architect or as requested by the State Project Manager.

All such recommendations shall include, at minimum, a synopsis of the issue, the Technical Architects' understanding of work taken by the State or Contractor to understand, classify, and resolve the issue, and one or more professional recommendations for the State's consideration.

Activity 3: Inspect and Confirm Network Installation for Each Site

1. Task 3.1 Conduct On-Site Inspection of DNEC Work In-Process at Each Site

The Technical Architect shall inspect each site at least once during the time when installation work is occurring using the State approved In-Process Site Inspection Checklist.

This inspection may be an announced, pre-planned visit or may be unannounced and may occur at a time, or during a time period, that is not known to anyone except the State Project Manager or the UHRC Executive Sponsor. The State shall make every accommodation necessary to provide security and access clearances to facilitate inspections. This shall be the Site Work Inspection and may be repeated as many times as the Technical Architect deems is necessary to assist the DNEC with

installation work, inspect installation progress, or to note compliance with design specifications that may not be visible at a later time (specifically for the Site Completion Inspection, described in the next task).

As a result of each inspection, the Technical Architect shall document the inspection and enumerating the DNEC's progress at each site. This inspection and each subsequent report must be repeated a total of 45-times for all sites in accordance with the Technical Architects' approved Project Plan and Schedule (as updated).

2. Task 3.2 Conduct On-Site Inspection of DNEC Completed Work at Each Site

The Technical Architect shall inspect each site using the State approved Completed Site Inspection Checklist after the DNEC reportedly has completed installation work at each site. This shall be the Site Completion Inspection and shall occur within the four weeks following the DNEC notification of site completion, unless a written exception is provided by the State Project Manager.

The Technical Architect shall visit each installation-completed site and inspect all newly acquired and installed goods (including networking electronics, software, conduit, wire and cable, hardware, trenching, etc). This inspection shall determine whether the work is complete, whether the State approved site design and engineering specifications have been followed (e.g., quantities, routes, locations, conduit size, cabling specifications, connectors, etc), and whether the installation craftsmanship is acceptable to the State.

As a result of the inspection, the Technical Architect shall issue either of the following:

- a. Site Completion and Acceptance Verification Report indicating that the work and testing is completed; that the State approved design and engineering specifications have been followed; that there is no incomplete or in-process work remaining at the site; that the installation craftsmanship meets State's standards and expectations; and that no work issues remain at the site; or
- b. Site Installation Variance Report indicating that in the opinion of the Technical Architect the work is not complete at that site.
 - i. In this case, the Technical Architect shall enumerate the incomplete or deficient items discovered by the inspection; the expected work that was found to be deficient (i.e., the variance); and provide one or more recommendations on how to proceed to reach completion at the site.
 - ii. This report should also be used to indicate newly identified design shortfalls, unanticipated cost or schedule overruns, or poor quality installation work.

4. Task 3.3 Certify Capacity and Connectivity at Each Site

The Technical Architect shall confirm for every site at which UHRC work is performed that the work designed and installed by the DNEC performs to the State's designed standards of increased capacity to each site in terms of data volume and

faster transmission performance when compared to the original, pre-UHRC conditions.

Moreover, the Technical Architect must certify that the CDCR/CPHCS/WAN/LAN system administrators, those CDCR/CPHCS network administrators not a part of the UHRC Project, have sustained connectivity and management ability for every electronics device installed as part of the UHRC Project, and are thereby capable of completely managing that device.

The degree of involvement or specificity required for this certification shall be negotiated with the State but shall be as comprehensive as is needed by the State to consider the work performed by the DNEC to be complete without unresolved issues. This certification must be repeated for every site (or may be prepared for a group of two or more sites depending on testing or go-live strategies and as approved by the State Project Manager), in accordance with the Technical Architect's approved Project Plan and Schedule (as updated).

D. EVALUATION OF CONTRACTOR

The Deputy Chief Information Officer, Infrastructure Services, or designee, will complete a written evaluation of Contractor's performance under the ensuing Agreement within sixty (60) days following the term end date. The evaluation shall be prepared on the Contract/Contractor Evaluation Form (STD 4) and maintained in the Agreement file for three (3) years. If Contractor's performance is unsatisfactory, a copy of the evaluation shall be sent to the California Department of General Services (DGS), Office of Legal Services (OLS), within five (5) days, and to Contractor within fifteen (15) days, following completion of the evaluation.

"Days" means calendar days unless otherwise specified.

E. PROJECT ASSUMPTIONS AND CONSTRAINTS

1. The Consultant's work hours must be consistent with CPHCS on-site staff. CPHCS' normal business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding State holidays and furloughs.
2. No overtime pay will be authorized for non-standard work hours.
3. The work location will be at 501 J Street, Sacramento, California, or another designated location within the greater Sacramento area.
4. Any modifications to SOW of the ensuing Agreement will be defined, documented and mutually agreed upon by Contractor and DCIO or designee.
5. Contractor must submit, in advance, a resume of all personnel substitutions. All Contractor personnel substitutions must be approved by the CPHCS DCIO, or designee, prior to substituted personnel commencing work.
6. The CPHCS reserves the right to renegotiate services deemed necessary to meet the needs of the project according to State priorities. CPHCS and the Contractor shall mutually agree to all changes that may require control agency approval prior to commencement of work.
7. Contractor represents that it has, or shall secure at its own expense, all staff to perform services described in the ensuing Agreement.

8. The CPHCS and Contractor are mutually obligated to keep open channels of communications to ensure successful performance of the ensuing Agreement. Both parties are responsible for communicating any potential problem(s) or issue(s) to CPHCS' DCIO and the Contractor, respectively, within 48 hours of becoming aware of said problem(s).

F. CPHCS ROLES AND RESPONSIBILITIES

1. CPHCS will provide cubicle accommodations at 501 J Street, Sacramento, California or another designated location in the greater Sacramento area. Accommodations may include a desk, telephone, computer hardware, and software necessary for performance of the work.
2. CPHCS will be responsible for monitoring and reviewing of services as invoiced.
3. CPHCS will help resolve and escalate issues within the organization, as necessary.
4. CPHCS may provide Contractor access to applicable files, reports, contracts, documents, and other relevant information.
5. CPHCS will provide staff availability for consultation meetings.
6. Provision of clerical or other support services is strictly at the option of CPHCS. Contractor should assume that CPHCS will not provide any assistance of a clerical nature for documents or telephone support.

G. CONTRACTOR ROLES AND RESPONSIBILITIES

In addition to Item C (Scope of Services) above, the LAN/WAN Technical Architect shall perform all of the following:

1. Comply with all applicable State and Agency policies and procedures, including those enumerated in Exhibit C (Special Provisions). By accepting this Agreement, the consultant acknowledges that he/she has read and agrees to the provisions of Exhibit C;
2. Return all State property including security badges, computer laptop, work products, etc., prior to termination of the Agreement;
3. 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;
4. Complete a Request for Gate Clearance Form, Application for Identification Card, and/or Emergency Notification form in order to gain entrance to the institutions;
5. Agree to abide by the Digest of Laws Related to Association with Prison Inmates;
6. Submit weekly timesheets to track actual time worked through the Clarity Portfolio Management System (Clarity). The DCIO or designee will endorse these timesheets at the end of every workweek;
7. Oversee resolution of all UHRC Project issues and manage risks escalated; and
8. Perform any other related duties as requested by the DCIO or designee.

H. PERIOD OF PERFORMANCE

It is estimated that the ensuing Agreement will begin on or about February 15, 2010, and will last for twelve (12) months. The CPHCS reserves the right to extend the contract for two additional one (1) year terms at the same rate of award and/or to add additional funds up to the maximum CMAS threshold.

At any time during the term of the ensuing Agreement CPHCS, in its sole discretion, may instruct Contractor to limit the amount of time being performed by the assigned consultant.

I. TERMINATION

The CPHCS reserves the right to terminate the ensuing Agreement if services are no longer required. Termination provisions in the ensuing Agreement will be subject to the State's General Provisions – IT (GSPD401-IT, effective 04/12/2007).

J. CPHCS CONTRACT MANAGER

DEPUTY CHIEF INFORMATION OFFICER
Infrastructure Services
California Prison Health Care Services
P.O. Box 4038
Sacramento, California 95812-4038

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT

For services satisfactorily rendered, and upon receipt and approval of invoices, CPHCS agrees to reimburse Contractor for said services, no more than monthly in arrears and in accordance with Exhibit B-1 (Rate Sheet). Contractor shall provide consultant's timesheet(s) with each invoice specifying work completed by consultant, number of hours performed, and any outstanding issues and/or concerns that need to be addressed. Consultant services shall be billed and reimbursed on a time and materials basis subject to completion, and CPHCS approval, of tasks performed by Contractor.

All invoices shall be submitted with all 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:

DEPUTY CHIEF INFORMATION OFFICER
Infrastructure Services
Information Technology Services Division
California Prison Health Care Services
P.O. Box 4038
Sacramento, California 95812-4038

2. BUDGET CONTINGENCY CLAUSE

- a. It is mutually agreed that if the California State Budget Act for the current fiscal year and/or any subsequent fiscal years covered under this Agreement does not appropriate sufficient funds for the project, 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 the Agreement.
- b. If funding for purposes of this project is reduced or deleted for any fiscal year by the California State Budget Act, the State shall have the option to either cancel the Agreement with no liability occurring to the State, or offer an Agreement amendment to Contractor to reflect the reduced amount.

3. PROMPT PAYMENT CLAUSE

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

4. SUBCONTRACTOR

For all Agreements, with the exception of Interagency Agreements and other governmental entities/auxiliaries that are exempt from bidding, nothing contained in the Agreement, or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve Contractor of contractor's responsibilities

and obligations hereunder. Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

5. TRAVEL AND MISCELLANEOUS EXPENSES

Travel outside the greater Sacramento metropolitan area is necessary as CPHCS has correctional institutions and regional offices located throughout the State

Any reimbursable travel and/or other expenses must be approved in advance by CPHCS' DCIO or designee and itemized in Contractor's invoice. Travel reimbursement may not exceed the rates, terms, and conditions that apply to comparable State employees, in accordance with travel rules and regulations, as specified in California Code of Regulations (CCR), Title 2, Division 1, Chapter 3, and/or the California Department of Personnel Administration (DPA), Sections 599.619 through 599.631. Travel expenses shall be submitted on a State of California Travel Expense Claim, Std. 262, and are to be submitted with Contractor's monthly invoice for the applicable time period.

No travel or parking within the Sacramento metropolitan area will be paid. Only approved business travel originating at the CPHCS site may be reimbursed. Travel to and from the consultant's home or business to the primary CPHCS project site is not reimbursable, unless otherwise expressly authorized by CPHCS. For purposes of this RFO, the travel budget is \$10,000.00.

EXHIBIT B-1 RATE SHEET

The contractor hereby agrees to provide all labor and transportation necessary to perform the services required in accordance with the Statement of Work and the Terms and Conditions of the Agreement.

The ensuing Agreement will be invoiced and reimbursed on a time and materials basis subject to completion, and CPHCS approval, of tasks performed by Contractor.

COMPANY NAME:

STREET ADDRESS:

P.O. BOX:

CITY, STATE AND ZIP CODE:

CITY, STATE AND ZIP CODE:

TELEPHONE NUMBER:

()

FAX NUMBER:

()

FEDERAL ID or SOCIAL SECURITY NUMBER:

E-MAIL ADDRESS:

TAX
STATUS

Individual/Sole Proprietor

Estate or Trust

Partnership

Corporation (State in which incorporated _____)

Other: _____

PRINT NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE OF AUTHORIZED REPRESENTATIVE:

DATE:

Job Description or Service Type / Consultant Classification	Hours	Rate Per Hour	Extended Total	Consultant Name
LAN/WAN Technical Architect	2008 ²			

Subtotal	\$ _____
Estimated Travel Costs	+ \$10,000.00
Other Itemized Costs (if allowed)	+ \$0.00
Total Costs	\$ _____

² Total annual hours to be performed

EXHIBIT C CDCR SPECIAL PROVISIONS

1. ACCOUNTING PRINCIPLES

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

2. SUBCONTRACTOR/CONSULTANT INFORMATION

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

3. EMPLOYMENT OF EX-OFFENDERS

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

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

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

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

4. LICENSES AND PERMITS

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

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

State may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

5. CONFLICT OF INTEREST

The Contractor and their employees shall abide by the provisions of Government Code (GC) Sections 1090, 81000 et seq., 82000 et seq., 87100 et seq., and 87300 et seq., Public Contract Code (PCC) Sections 10335 et seq. and 10410 et seq., California Code of Regulations (CCR), Title 2, Section 18700 et seq. and Title 15, Section 3409, and the Department Operations Manual (DOM) Section 31100 et seq. regarding conflicts of interest.

a. Contractors and Their Employees

Consultant Contractors shall file a Statement of Economic Interests, Fair Political Practices Commission (FPPC) Form 700 prior to commencing services under the Agreement, annually during the life of the Agreement, and within thirty (30) days after the expiration of the Agreement. Other service Contractors and/or certain of their employees may be required to file a Form 700 if so requested by the CDCR or whenever it appears that a conflict of interest may be at issue. Generally, service Contractors (other than consultant Contractors required to file as above) and their employees shall be required to file an FPPC Form 700 if one of the following exists:

- (1) The Agreement service has been identified by the CDCR as one where there is a greater likelihood that a conflict of interest may occur;
- (2) The Contractor and/or Contractor's employee(s), pursuant to the Agreement, makes or influences a governmental decision; or
- (3) The Contractor and/or Contractor's employee(s) serves in a staff capacity with the CDCR and in that capacity participates in making a governmental decision or performs the same or substantially all the same duties for the CDCR that would otherwise be performed by an individual holding a position specified in the CDCR's Conflict of Interest Code.

b. Current State Employees

- (1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- (2) No officer or employee shall contract on his or her own behalf as an independent Contractor with any state agency to provide goods or services.
- (3) In addition to the above, CDCR officials and employees shall also avoid actions resulting in or creating an appearance of:
 - (a) Using an official position for private gain;
 - (b) Giving preferential treatment to any particular person;
 - (c) Losing independence or impartiality;

- (d) Making a decision outside of official channels; and
 - (e) Affecting adversely the confidence of the public or local officials in the integrity of the program.
- (4) Officers and employees of the Department must not solicit, accept or receive, directly or indirectly, any fee, commission, gratuity or gift from any person or business organization doing or seeking to do business with the State.

c. Former State Employees

- (1) For the two year (2-year) period from the date he or she left state employment, no former state officer or employee may enter into an Agreement in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the Agreement while employed in any capacity by any state agency.
- (2) For the twelve-month (12-month) period from the date he or she left state employment, no former state officer or employee may enter into an Agreement with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed Agreement within the 12-month period prior to his or her leaving state service.

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

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

The Contractor shall have a continuing duty to keep the State timely and fully apprised in writing of any material changes in the Contractor’s business structure and/or status. This

includes any changes in business form, such as a change from sole proprietorship or partnership into a corporation or vice-versa; any changes in company ownership; any dissolution of the business; any change of the name of the business; any filing in bankruptcy; any revocation of corporate status by the Secretary of State; and any other material changes in the Contractor's business status or structure that could affect the performance of the Contractor's duties under the Agreement.

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

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

6. DISCLOSURE

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

7. SECURITY CLEARANCE/FINGERPRINTING

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

8. NOTIFICATION OF PERSONNEL CHANGES

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

9. NON ELIGIBLE ALIEN CERTIFICATION

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

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

10. BLOODBORNE PATHOGENS

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

11. TUBERCULOSIS (TB) TESTING

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

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

12. PRIMARY LAWS, RULES, AND REGULATIONS REGARDING CONDUCT AND ASSOCIATION WITH STATE PRISON INMATES

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

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

- a. Persons who are not employed by CDCR, but are engaged in work at any institution/facility or camp must observe and abide by all laws, rules and regulations governing the conduct of their behavior in associating with prison inmates. Failure to comply with these guidelines may lead to expulsion from CDCR institutions/facilities or camps.

SOURCE: California Penal Code (PC) Sections 5054 and 5058; California Code of Regulations (CCR), Title 15, Sections 3285 and 3415

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

SOURCE: PC Sections 5054 and 5058; CCR, Title 15, Section 3304

- c. All persons entering onto institution/facility or camp grounds consent to search of their person, property or vehicle at any time. Refusal by individuals to submit to a search of their person, property, or vehicle may be cause for denial of access to the premises.

SOURCE: PC Sections 2601, 5054 and 5058; CCR, Title 15, Sections 3173, 3177, and 3288

- d. Persons normally permitted to enter an institution/facility or camp may be barred, for cause, by the CDCR Director, Warden, and/or Regional Parole Administrator.

SOURCE: PC Sections 5054 and 5058; CCR, Title 15, Section 3176 (a)

- e. It is illegal for an individual who has been previously convicted of a felony offense to enter into CDCR institutions/facilities or camps without the prior approval of the Warden. It is also illegal for an individual to enter onto these premises for unauthorized purposes or to refuse to leave said premises when requested to do so. Failure to comply with this provision could lead to prosecution.

SOURCE: PC Sections 602, 4570.5 and 4571; CCR, Title 15, Sections 3173 and 3289

- f. Encouraging and/or assisting prison inmates to escape are a crime. It is illegal to bring firearms, deadly weapons, explosives, tear gas, drugs or drug paraphernalia on CDCR institutions/facilities or camp premises. It is illegal to give prison inmates firearms, explosives, alcoholic beverages, narcotics, or any drug or drug paraphernalia, including cocaine or marijuana.

SOURCE: PC Sections 2772, 2790, 4533, 4535, 4550, 4573, 4573.5, 4573.6 and 4574

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

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

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

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

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

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

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

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

13. CLOTHING RESTRICTIONS

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

14. TOBACCO-FREE ENVIRONMENT

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

15. SECURITY REGULATIONS

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

16. GATE CLEARANCE

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

Gate clearance may be denied for the following reasons: Individual's presence in the institution presents a serious threat to security, individual has been charged with a serious crime committed on institution property, inadequate information is available to establish positive identity of prospective individual, and/or individual has deliberately falsified his/her identity. All persons entering the facilities must have a valid state driver's license or photo identification card on their person.

17. BUSINESS ASSOCIATE AGREEMENT

The awarded Contractor will be required meet provisions of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 ("HIPAA") and the regulations promulgated thereunder. The Business Associate Agreement can be located at the link below:

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

**ATTACHMENT A
OFFEROR DECLARATION**

The Offeror's Declaration Form can be located at the link below:

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

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

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

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

**ATTACHMENT C
CONTRACTOR CONFIDENTIALITY STATEMENT**

I understand that Consultant can be categorized as a public official for purposes of adherence to Conflict of Interest laws and the filing of a Statement of Economic Interests (Form 700). I certify that I have read and understand Conflict of Interest provisions identified in the online presentation “Ethics Orientation for State Officials” sponsored by the State of California Department of Justice, Office of the Attorney General and the Fair Political Practices Commission located at <http://caag.state.ca.us/ethics/index.htm>.

I certify that I have no personal or financial interest and no present or past employment or activity which would be incompatible with my participation in any activity related to the planning or procurement processes for the United Health Record Conversion (UHRC) LAN/WAN Technical Architect (RFO #09-046-ITS). For the duration of my involvement in this Project, I agree not to accept any gift, benefit, gratuity or consideration, or begin a personal or financial interest in a party who is offering, or associated with a business, on the Project.

I certify that I will keep confidential and secure and will not copy, give or otherwise disclose to any other party who has not signed a copy of this confidentiality Agreement, all information concerning the planning, processes, development or procedures of the Project and all bids, proposals, correspondence, etc. which I learn in the course of my duties on the Project. I understand that the information to be kept confidential includes, but is not limited to, specifications, administrative requirements, terms and conditions, any aspect of any supplier’s response or potential response to the solicitation, and includes concepts and discussions as well as written or electronic materials. I understand that if I leave this Project before it ends, I must still keep all Project information confidential. I understand that following completion of this project that I must still maintain confidentiality should the Project and/or my organization be subject to follow-on contracting criteria per Public Contract Code §10365.5. I agree to follow any instructions provided related to the Project regarding the confidentiality of Project information.

I fully understand that any unauthorized disclosure I make may be grounds for civil or criminal penalties and/or contract termination. I agree to advise the Deputy Chief Information Officer, Infrastructure Services, immediately in the event that I either learn or have reason to believe that any person who has access to Project confidential information has or intends to disclose that information in violation of this Agreement. I also agree that any questions or inquiries from bidders, potential bidders or third parties shall not be answered by me and that I will direct them to CPHCS’ DCIO.

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Organization: _____ Telephone Number: _____

Fax Number: _____

Email Address: _____

**ATTACHMENT D
NON-DISCLOSURE AGREEMENT**

I certify that I will hold in confidence all discussions, bids, proposals, correspondence, memoranda, working papers, procurement of goods and services, or any other information on any media, which has any bearing on or discloses any aspect of the United Health Record Conversion (UHRC) Project. Based on my involvement with the UHRC Project, where applicable, I certify that I have no personal or financial interest and no present employment or activity, which would be incompatible with my participation in the discussions, review and or participation in the procurement process for the UHRC Project and related procurement thereof.

At all times during and after the process by which the California Prison Health Care Services and/or the California Department of Corrections and Rehabilitation (CDCR) procures goods and services to create the UHRC Project, CPHCS' and/or CDCR's employees, CPHCS' prospective bidders, and/or CPHCS and/or CDCR's vendors will keep confidential, and will not disclose to any third party or use, such confidential information, except in the course of their employment by or contractual relationship with the Department, and for the benefit of CDCR. The parties will protect CPHCS' and/or CDCR's confidential information using the same degree of care, but no less than a reasonable degree of care, as such party uses to protect his/her/its own confidential information. The parties will carefully restrict access to CPHCS' confidential information, and they may disclose it only to their employees, contractors, and/or other State agencies that have a need to know it and are bound by obligations of confidentiality.

I certify that I am fully able to provide fair and impartial consideration and contribution to all aspects of this project in which I am directly involved. I fully understand that any such disclosure by an employee of the State of California may be considered as a basis for disciplinary action.

Signature: _____ Date: _____

Printed Name: _____

Title _____

Organization: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

ATTACHMENT E
STATEMENT OF ECONOMIC INTERESTS (FORM 700)

The Statement of Economic Interests (Form 700) can be located at the link below:

<http://www.fppc.ca.gov/forms/700-08-09/Form700-08-09.pdf>