



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

**REQUEST FOR QUOTATION
GOODS AND SERVICES**

RFQ #11-078 ITS

October 20, 2011

The California Department of Corrections and Rehabilitation (CDCR), California Correctional Health Care Services (CCHCS), is requesting quotes for all hardware, software, and services for procurement of General Radiography System ("System") for California Institution for Women (CIW), Salinas Valley State Prison (SVSP), and California Men's Colony (CMC).

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

Bids are due by 2:00 p.m., Thursday, December 1, 2011. Bids and any requested documents must be submitted by electronic mail (i.e., e-mail) and clearly labeled to the Department contact noted below.

A walk-through of the proposed job sites is required for all potential Bidders. Please see next page for walk-through dates and required gate clearance information.

Department Contact:

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

A walk-through of the proposed job sites is required for all potential Bidders.

Contractor and Contractor's employee(s) and/or subcontractors(s) must be cleared prior to attending the walk-through. 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 walk-through. 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. 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.

The walk-through at the CIW job site has been scheduled for Tuesday, November 8, 2011, at 10:00 a.m. The CIW is located at 16756 Chino-Corona Road, Corona, CA 92878.

The walk-through at the SVSP job site has been scheduled for Wednesday, November 9, 2011, at 10:00 a.m. The SVSP is located at 31625 Highway 101, Soledad, CA 93960.

The walk-through at the CMC job site has been scheduled for Thursday, November 10, 2011, at 10:00 a.m. The CMC is located at Highway 1 North, San Luis Obispo, CA 93409.

Bidders are encouraged to arrive at the CDCR job sites at least one-half hour before the scheduled walk-through to ensure proper gate clearance for persons entering the institution.

All bidders entering the facility must have state driver's license or photo identification card on their person and shall adhere to RFQ Exhibit C (CDCR Special Provisions).

- 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-patient attire.

CONTACT PERSON(S)

Bidders may contact the following persons for gate clearance and with any questions or concerns involving the required site visit(s):

Site	Name	Title	Phone	Email
CIW	Steve Shively	Correctional Healthcare Services Administrator II	951-453-7568 or 909-597-1771 x3775	Steven.Shively@cdcr.ca.gov
SVSP	Jo Ann Villafuerte	Staff Service Analyst	831-678-5500 x6011	Jo-Ann.Villafuerte@cdcr.ca.gov
CMC	Kathleen Kennemann	Correctional Healthcare Services Administrator I	805-547-7900 x7396 805-547-7591	Kathleen.Kennemann@cdcr.ca.gov
HQ	Val Kapitula	Ascendian Healthcare Consulting	916-532-9460	VKapitula@ascendian.com

RESPONSE GUIDELINES

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

Bids must be submitted electronically to the Department contact e-mail address noted above. Bids sent to any other CCHCS e-mail address will not be considered. To be considered, all pages of the bid that are received prior to bid due date will be considered "the complete bid". Please be advised that CCHCS assumes no responsibility if supplier cannot transmit their bid electronically to the e-mail address provided above and/or if the entire bid is not received prior to bid due date.

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

There will be NO public opening of the Proposal. However, after a contract is awarded all Proposals may be available for public review. CCHCS makes no guarantee that any or all of the Proposals will be kept confidential, even if the Proposal is marked "confidential," "proprietary," etc. Proposal contents, Proposer correspondence, selection working papers or any other medium shall be held in the strictest confidence until the Notice of Intent to Award is posted.

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

1. Completed Request for Quotation Form;
2. Completed responses to each requirement listed within the Statement of Work (SOW);
3. Bidder Declaration Form (GSPD-05-105) – (Attachment 1);
 - Suppliers must complete the Bidder Declaration and include it with response. When completing the declaration, Bidders must identify all subcontractors proposed for participation in the contract. Bidders awarded a contract are contractually obligated to use the subcontractors for the requested services unless CCHCS agrees to a substitution via amendment to the contract.
4. Contractor's Small Business Certification, if applicable;
5. Contractor's Original Equipment Manufacturer (OEM) certification for authorized service, support, and maintenance of the proposed System;
6. Food and Drug Administration (FDA) approval letter for the proposed System;
7. Completed Payee Data Record (STD 204) - (Attachment 2);
8. Seller's Permit; and
 - Please note that award will be conditional on providing the Seller's Permit prior to execution of Purchase Order.

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

AWARD OF CONTRACT

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

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

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

PROTEST PROVISIONS

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

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

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

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

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

Request For Quotation Form
(Goods and Services)

QUOTE DUE DATE: On or before time 2:00 p.m., Thursday, December 1, 2011.	Responses must be electronically delivered to Lindsay.Mendonca@cdcr.ca.gov	Delivery Date # Days ARO
Supplier name and address: Supplier Contact: Phone: Fax:	SOLICITATION NO: RFQ # 11-078-ITS DATE: October 17, 2011 For further information contact: Lindsay Mendonca (916) 324-6383 Ship To: CALIFORNIA INSTITUTION FOR WOMEN 16756 Chino-Corona Road Corona, CA 92878 SALINAS VALLEY STATE PRISON 31625 Highway 101 Soledad, CA 93960 CALIFORNIA MEN'S COLONY Highway 1 North San Luis Obispo, CA 93409	REQUISITION OR CONTROL # ARE YOU CLAIMING PREFERENCE: AS A SMALL BUSINESS: YES _____ NO _____ IF YES, MANUFACTURER? YES _____ NO _____ ARE YOU A NON-SMALL BUSINESS CLAIMING AT LEAST 25% SMALL BUSINESS SUBCONTRACTOR PREFERENCE? YES _____ NO _____ \$ _____
Name (Print): ▶ _____ Title: ▶ _____ Signature: ▶ _____ Date: _____ Federal Employer Identification Number: ▶ _____	Return quote to: California Department of Corrections and Rehabilitation: Lindsay.Mendonca@cdcr.ca.gov	SECTION 14838 ET SEQ. OF THE CALIFORNIA GOVERNMENT CODE REQUIRES THAT A 5% PREFERENCE BE GIVEN TO BIDDERS WHO QUALIFY AS A SMALL BUSINESS AS A NON-SMALL BUSINESS CLAIMING AT LEAST 25% CALIFORNIA CERTIFIED SMALL BUSINESS PARTICIPATION FOR REQUIREMENTS SEE TITLE 2, CALIFORNIA CODE OF REGULATIONS SECTION 1896 ET SEQ. THE REQUIREMENTS FOR NONPROFIT VETERAN SERVICE AGENCIES QUALIFYING AS A SMALL BUSINESS ARE CONTAINED IN SECTION 999.50 ET. SEQ. OF THE MILITARY AND VETERANS CODE.

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

QUOTE FOR CALIFORNIA INSTITUTION FOR WOMEN
16756 Chino-Corona Road, Corona, CA 92878

ITEM NO.	QTY	UNIT	COMMODITY/PRODUCT CODE	DESCRIPTION	UNIT PRICE	EXTENSION
1	1	EA		General Radiography System		
2	1	EA		General Radiography Room Construction and Installation		
3	1	EA		General Radiography Training		
4	1	EA		General Radiography Service and Support (i.e. 5 year service agreement)		
Total Proposed Price ¹ \$ _____						

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

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

QUOTE FOR SALINAS VALLEY STATE PRISON
31625 Highway 101, Soledad, CA 93960

ITEM NO.	QTY	UNIT	COMMODITY/PRODUCT CODE	DESCRIPTION	UNIT PRICE	EXTENSION
1	1	EA		General Radiography System		
2	1	EA		General Radiography Room Construction and Installation		
3	1	EA		General Radiography Training		
4	1	EA		General Radiography Service and Support (i.e. 5 year service agreement)		
Total Proposed Price ² \$ _____						

² Bidders shall also include a separate itemized quote to reflect all required goods and services listed in the SOW.

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

QUOTE FOR CALIFORNIA MEN'S COLONY
Highway 1 North, San Luis Obispo, CA 93409

ITEM NO.	QTY	UNIT	COMMODITY/PRODUCT CODE	DESCRIPTION	UNIT PRICE	EXTENSION
1	1	EA		General Radiography System		
2	1	EA		General Radiography Room Construction and Installation		
3	1	EA		General Radiography Training		
4	1	EA		General Radiography Service and Support (i.e. 5 year service agreement)		
Total Proposed Price ³ \$ _____						

³ Bidders shall also include a separate itemized quote to reflect all required goods and services listed in the SOW.

Bid Requirements

In addition to the response requirements specified in RFQ #, page 3, all of the following quote information is required:

1. **Delivery:** Final delivery, inspection and acceptance of goods and services shall be at the correctional facilities described in the Statement of Work (SOW).
2. **Quotation:** For purposes of this solicitation (RFQ), bidders will provide quotes for goods and services on the basis of "All" or "None". Bidder's quote shall include an itemized description of all specifications as required in the SOW. All quotes must be valid for a minimum of one-hundred and twenty (120) calendar days from RFQ submittal date.
3. **Cash Discounts:** Cash discounts will not be considered when evaluating bid responses for award purposes. However, cash discounts may be offered and taken by CDCR processing invoices within the timeframe specified.
4. **Shipment:** For the purposes of this solicitation, only bid responses quoting F.O.B Destination will be accepted.
5. **Inquiries/questions:** Written questions must be received by Tuesday, November 22, 2011.
6. **Bidder's Instructions and General Provisions:** The attached Bidder's Instructions and General Provisions have recently been revised. Please read carefully.

IT General Provisions: <http://www.documents.dgs.ca.gov/pd/modellang/GPIT060810.pdf>
Bidder Instructions: <http://www.documents.dgs.ca.gov/pd/modellang/BidderInstructions070110.pdf#search=GSPD-451&view=FitH&pagemode=none>
7. **Quotation attachments:** Bid responses that reference a supplier's own terms and conditions or provisions may be considered non-responsive and may be rejected.
8. **Important Note:** Only bids quoted on the State's Quotation Form will be considered. Bids shall be submitted electronically with the solicitation number and the bid due date and time clearly marked. All quotes must be valid for a minimum of one-hundred and twenty (120) calendar days from RFQ submittal date.
9. **Warranty Information:** Special provisions for any Warranty on goods quoted.
10. **Payment terms:** Payment terms will be Net 45 upon completion of acceptance testing of the System and all components signed-off by institution representative and the Contractor. No other payment terms will be considered.

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

New Equipment: All equipment to be provided in response to this RFQ shall be new and latest model in current production. USED, SHOPWORN, DEMONSTRATION, PROTOTYPE OR DISCONTINUED MODELS ARE NOT ACCEPTABLE.

Recycled Content Products: State agencies are required to report purchases in many product categories. In order to comply with those requirements

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

Seller's Permit

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

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

Retailer's Seller's Permit Number: _____

California Disabled Veteran Business Enterprise (DVBE) Program Requirements: The State has established goals for Disabled Veteran Business Enterprises (DVBE) participating in State contracts. For the purposes of this solicitation, the DVBE program requirement was waived.

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

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

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

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

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

Assumptions and Constraints: Any modifications to the attached SOW of the ensuing Agreement will be defined, documented and mutually agreed upon by Contractor and CCHCS' Director of Allied Health Services or designee.

The CCHCS reserves the right to renegotiate installation, maintenance and/or training services as deemed necessary to meet the needs of the correctional facility according to State priorities. CCHCS and Contractor shall mutually agree to all changes; and renegotiated services outside the scope of the original contract may require control agency approval prior to commencement of work.

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

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

Attachments

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

1. Request for Quotation Form(s);
2. Bidder Declaration form GSPD-05-105 (Attachment 1);
3. General Provisions <http://www.documents.dgs.ca.gov/pd/modellang/GPIT060810.pdf>
4. Bidder Instructions
<http://www.documents.dgs.ca.gov/pd/modellang/BidderInstructions070110.pdf#search=GSPD-451&view=FitH&pagemode=none>
5. Contractor Small Business Certification (if applicable);
6. Payee Data Record (Attachment 2);
7. Seller's Permit;
8. Recycled Content Certification *
9. Target Area Preferences Act Request *
10. Local Agency Military Base Recovery Area Preference Request *
11. Enterprise Zone Act Preferences Request *
12. Seller's Permit
13. Special Provisions for Warranty Agreement (if applicable); and
14. Other special provisions such as "Optional" equipment, etc.

EXHIBIT C
CDCR SPECIAL PROVISIONS

1. SUBCONTRACTOR/CONSULTANT INFORMATION

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

2. EMPLOYMENT OF EX-OFFENDERS

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

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

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

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

3. LICENSES AND PERMITS

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

In the event any license(s) and/or permit(s) expire at any time during the term of this Agreement, Contractor agrees to provide the CCHCS 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.

Anyone who contracts to perform work on a project that is valued over \$500 or more for labor and materials must hold a current, valid license from the Contractors State License Board.

4. DISCLOSURE

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

5. SECURITY CLEARANCE/FINGERPRINTING

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

6. NOTIFICATION OF PERSONNEL CHANGES

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

7. NON ELIGIBLE ALIEN CERTIFICATION

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

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

8. BLOODBORNE PATHOGENS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. CLOTHING RESTRICTIONS

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

11. TOBACCO-FREE ENVIRONMENT

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

12. SECURITY REGULATIONS

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

- e. Contractor, Contractor's employees and subcontractors shall observe all security rules and regulations and comply with all instructions given by institutional authorities.
- f. Electronic and communicative devices such as pagers, cell phones and cameras/microcameras are not permitted on institution grounds.
- g. Contractor, Contractor's employees and subcontractors shall not cause undue interference with the operations of the institution.
- h. No picketing is allowed on State property.

13. GATE CLEARANCE

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

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

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

ATTACHMENT 1
BIDDER DECLARATION FORM GSPD-05-105

All bidders must complete the Bidder Declaration GSPD-05-105 and include it with the bid response.

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

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

The successful bidder as a result of this RFQ will be required to sign the Payee Data Record, STD. 204, before contract award. Refer to the following website link for more details:

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



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

**STATEMENT OF WORK
GENERAL RADIOGRAPHY SYSTEM**

This is a Statement of Work (SOW), which includes all hardware, software and service requirements for procurement of a General Radiography System (“System”) for California Institution for Women (CIW), Salinas Valley State Prison (SVSP), and California Men’s Colony (CMC), correctional institutions within the enterprise of the California Department of Corrections and Rehabilitation (CDCR). The System shall be Food and Drug Administration (FDA) approved. Descriptions herein describe the minimum System requirements to be provided by the Contractor, which if properly configured and installed, shall utilize the source of ionized radiation to obtain diagnostic radiographs in the medical treatment plan for the CDCR patient-inmate population. This System shall be utilized by a Registered Radiologic Technologist. Film processing equipment (e.g. chemical film processors and/or Computed Radiography) are not included in this SOW.

Contractor shall provide a detail response to each listed requirement for goods and services.

Technical Requirements

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

- A. Overhead Assembly:
 - a. Ceiling-mount with UNISTRUT or equivalent;
 - b. Minimum tube angulations ± 180 degrees (detent 90 degrees);
 - c. Minimum tube rotations ± 120 degrees;
 - d. Vertical travel enough to perform weight-bearing knees using chest Bucky;
 - e. X-ray Tube:
 - i. Small (0.6mm) and Large (1.2mm) focal spot;
 - ii. Cast rotating anode assembly; and
 - iii. High load capacity.
 - f. Tube Collimator:
 - i. Manual and automatic collimator;
 - ii. Rectangular shutters;
 - iii. Laser center light;
 - iv. Metric and inch scale;

- v. Customer changeable collimator bulb;
- vi. Visible display of SID, angle, area of collimation;
- vii. Lock release: free movement and restricted;
- viii. Rotation +/-180 degrees or 360 degrees;
- ix. Detent at 90 degrees;
- x. Cross hair centering light; and
- xi. Equipped with Positive Beam Limitation (PBL).

B. Table:

- a. A minimum of 500lb weight capacity;
- b. Oscillating Bucky with grid;
- c. Equipped for vertical travel;
- d. 4-way direction floating table top;
- e. Side control buttons or foot controls for movement;
- f. Anti-collision sensors;
- g. Automatic Exposure Control (AEC);
- h. Accept all cassette sizes in Bucky;
- i. Cassette size sensor for auto collimation;
- j. Automatic exposure termination;
- k. Minimum 10:1 grid;
- l. Emergency table stop;
- m. Longitudinal Travel of ~ 32"; and
- n. Transverse Travel of ~10".

C. Vertical Bucky (Chest Stand):

- a. Minimum 10:1 grid;
- b. Lock control – electromagnetic;
- c. Motorized oscillating Bucky grid;

- d. Accepts all cassette sizes;
- e. Automatic collimation to cassette size;
- f. Automatic exposure termination;
- g. Automatic Exposure Control (AEC);
- h. Cross hair centering light;
- i. Wall-mounted anchoring;
- j. Either side cassette loading; and
- k. Built-in overhead hand grips support.

D. Generator:

- a. 3-phase generator, 380V-480V;
- b. Minimum 80kW power rating;
- c. Minimum kV Range (40kVp-150kVp);
- d. Minimum mA range (10 mA – 1000 mA);
- e. Minimum mAs range (.5 mAs – 600 mAs);
- f. Minimum time range (.001 – 6 seconds); and
- g. Tube-overload protection.

E. Control Panel:

- a. Anatomical control program with morphology settings;
 - i. PA, Lat, Oblique, Decubitus view settings
- b. Manual technique option for mA, time, and kVp;
- c. mA, kVp, time, mAs display;
- d. Wall or pedestal mountable;
- e. Focal spot size choice;
- f. AEC settings – auto and manual override;
- g. Tube warm-up notification system;
- h. Receptor choice settings;
 - i. Wall Bucky, table top, table Bucky

- i. Program choices are available in plain English; and
 - j. Error message display available in plain English.
- F. Accessories:
- a. Cross table cassette and grid holder.

Service and Maintenance – Required for ALL SITES

Along with all hardware and software system requirements listed above, Contractor's quote must also include all service repairs and preventive maintenance to maintain the optimal level of performance for the System. The service and maintenance requirements listed within "Service and Support" shall apply to all core and peripheral components of the System (e.g. software, hardware, etc.). Contractor's Services shall include, but not limited to, all of the following:

- A. Five (5) year term Service and Maintenance agreement of the System following the one (1) year of manufacturer's warranty period;
- B. Service and Maintenance agreement shall also include: all parts with labor required for System repairs, System configuration requests, software updates, System component relocations, and any other requests associated with System performance;
- C. Service and Maintenance of the System shall be completed by an Original Equipment Manufacturer (OEM) certified engineer(s) authorized to service, repair, configure, and maintain the proposed System. Contractor shall have a minimum of four (4) OEM certified engineers on staff and provide a copy of certification(s) with the bid;
- D. Contractor shall provide a hard copy and digital copy, if available, of the original OEM System manuals, software CD/DVDs, schematic drawings, and any additional OEM documents;
- E. Contractor shall provide scheduled maintenance for all components of the System (e.g. software, hardware, etc.) according to the requirements listed by the OEM;
- F. CCHCS requires that Contractor perform annual calibration of the x-ray tube in accordance to CDCR policy and CA State regulations;
- G. For all equipment and peripheral devices that are offline or out of order, an onsite Service Repair (SR) examinations shall be required by Contractor within 24-hours of the initial SR call request;
- H. Contractor shall have a permanent service team located in the State of California;
- I. Common replacements parts are to be stocked by Contractor to allow 24-hour response to common repairs. Contractor shall provide a copy of the parts inventory with the submitted bid;

- J. Contractor shall provide telephone number(s) that are active and staffed twenty-four (24) hours a day, 365 days per year for SR calls initiated by CCHCS staff; and
- K. Contractor shall provide proof of a Quality Assurance (QA) program for tracking and auditing all SR calls initiated by CCHCS staff.

Training – Required for ALL SITES

The purpose of this section is to understand the supplemental vendor Training Program fees throughout and after this procurement. The training audience shall include Radiologic Technologists and supporting imaging staff within the institutions. CCHCS seeks the costs of onsite training that follows the initial equipment install, in addition to the supplemental training required during major equipment component upgrades. Other training options that may be considered include distance learning, Computer-Based Training, and/or web meetings. Proposed Contractor quotes above the listed minimum requirements (i.e., training options) shall be at Contractor's expense.

Contractor training programs include the following minimum requirements:

- A. One (1) 8-hour day of Imaging staff onsite training of the System and all components following the initial installation and acceptance testing;
 - a. As a minimum, System training should include: application training, emergency shutdown procedures, any proprietary QA/QC testing procedures, and system administrative configuration procedures; and
- B. Any training associated with proprietary Service Repair call systems, if applicable.

Room Construction and Installation – Required for CIW

The purpose of this section is to understand the costs associated with services required for turnkey installation and implementation of the Contractor's proposed System. Elements of these services shall also include, but are not limited to: Project management and onsite installation and planning meetings (e.g. Project Kick-Off and Acceptance Testing meetings).

Contractor shall delineate the project role for each employee(s) and include an itemized quote for the services provided by Contractor's staff or outsourced to third party vendors (i.e., subcontractor). Room Construction and Installation services shall include, but are not limited to, the following minimum requirements:

- A. Contractor shall provide OEM-certified engineers for the installation of the System to ensure that OEM specification are met for safety and functionality;
- B. The System shall be installed to meet Federal and State regulations, ensure operator's safety, full functionality as intended by the OEM, and pass Physicist inspection;
- C. Contractor's bid shall provide room construction and equipment installation schedules to include System order lead times, project duration, and milestones;

- D. Contractor's bid shall provide a room layout and elevations drawings depicting the intended System and all components (i.e., generators) to illustrate working space and general position within the available space;
- E. Contractor shall provide room construction to accommodate the new System:
 - a. Complete removal of existing General Radiography/Fluoroscopy System and all components with proper disposition as required by State of California and Federal regulations;
 - i. Prior to the removal of the existing General Radiography/Fluoroscopy System, Contractor shall allow the correctional facility designee to remove any parts/components, as needed;
 - ii. Contractor shall include and credit the estimated salvage value of the existing General Radiography/Fluoroscopy System in the construction quote;
 - b. Replacement of the floor covering and wall base that is damaged or exposed by the removal of existing General Radiography/Fluoroscopy System and components in order to meet original room appearance; and
 - c. Final patch and paint of all walls that are damaged or exposed by the removal of existing General Radiography/Fluoroscopy System and components in order to meet original room appearance.
- F. Physicist inspection/testing following the installation to ensure that the System and all components meet Federal and State of California regulatory requirements. Physicist shall be a third-party and not be affiliated with the Contractor;
- G. Completion of the Acceptance Testing for all goods and services listed within the Statement of Work. Acceptance Testing shall be reviewed and signed by CDCR institution representative and the Contractor prior to final payment; and
- H. Following the install, a minimum of one (1) year warranty to be provided by the Contractor to include all requirements listed within the "Service and Maintenance" section above.
 - a. In addition, the Contractor is required to provide five (5) year Service and Maintenance agreement for the System following the installation warranty period (i.e., see Service and Maintenance, Item A).

Room Construction and Installation – Required for SVSP

The purpose of this section is to understand the costs associated with services required for turnkey installation and implementation of the Contractor's proposed System. Elements of these services shall also include, but are not limited to: Project management and onsite installation and planning meetings (e.g. Project Kick-Off and Acceptance Testing meetings).

Contractor shall delineate the project role for each employee(s) and include an itemized quote for the services provided by Contractor's staff or outsourced to third party vendors (i.e., subcontractor). Room Construction and Installation services shall include, but are not limited to, the following minimum requirements:

- A. Contractor shall provide OEM-certified engineers for the installation of the System to ensure that OEM specification are met for safety and functionality;

- B. The System shall be installed to meet Federal and State regulations, ensure operator's safety, full functionality as intended by the OEM, and pass Physicist inspection;
- C. Contractor's bid shall provide room construction and equipment installation schedules to include System order lead times, project duration, and milestones;
- D. Contractor's bid shall provide a room layout and elevations drawings depicting the intended System and all components (i.e., generators) to illustrate working space and general position within the available space;
- E. Contractor shall provide room construction to accommodate the new System:
 - a. Complete removal of existing General Radiography/Fluoroscopy System and all components with proper disposition as required by State of California and Federal regulations;
 - i. Prior to the removal of the existing General Radiography/Fluoroscopy System, Contractor shall allow the correctional facility designee to remove any parts/components, as needed;
 - ii. Contractor shall include and credit the estimated salvage value of the existing General Radiography/Fluoroscopy System in the construction quote;
 - b. Replacement of the floor covering and wall base that is damaged or exposed by the removal of existing General Radiography/Fluoroscopy System and components in order to meet original room appearance; and
 - c. Final patch and paint of all walls that are damaged or exposed by the removal of existing General Radiography/Fluoroscopy System and components in order to meet original room appearance.
- F. Physicist inspection/testing following the installation to ensure that the System and all components meet Federal and State of California regulatory requirements. Physicist shall be a third-party and not be affiliated with the Contractor;
- G. Completion of the Acceptance Testing for all goods and services listed within the Statement of Work. Acceptance Testing shall be reviewed and signed by CDCR institution representative and the Contractor prior to final payment; and
- H. Following the install, a minimum of one (1) year warranty to be provided by the Contractor to include all requirements listed within the "Service and Maintenance" section above.
 - a. In addition, the Contractor is required to provide five (5) year Service and Maintenance agreement for the System following the installation warranty period (i.e., see Service and Maintenance, Item A).

Room Construction and Installation – Required for CMC

The purpose of this section is to understand the costs associated with services required for turnkey installation and implementation of the Contractor's proposed System. Elements of these services shall also include, but are not limited to: Project management and onsite installation and planning meetings (e.g. Project Kick-Off and Acceptance Testing meetings).

Contractor shall delineate the project role for each employee(s) and include an itemized quote for the services provided by Contractor's staff or outsourced to third party vendors (i.e., subcontractor). Room Construction and Installation services shall include, but are not limited to, the following minimum requirements:

- A. Contractor shall provide OEM-certified engineers for the installation of the System to ensure that OEM specification are met for safety and functionality;
- B. The System shall be installed to meet Federal and State regulations, ensure operator's safety, full functionality as intended by the OEM, and pass Physicist inspection;
- C. Contractor's bid shall provide room construction and equipment installation schedules to include System order lead times, project duration, and milestones;
- D. Contractor's bid shall provide a room layout and elevations drawings depicting the intended System and all components (i.e., generators) to illustrate working space and general position within the available space;
- E. Contractor shall provide room construction to accommodate the new System:
 - a. Complete removal of existing General Radiography/Fluoroscopy System and all components with proper disposition as required by State of California and Federal regulations;
 - i. Prior to the removal of the existing General Radiography/Fluoroscopy System, Contractor shall allow the correctional facility designee to remove any parts/components, as needed;
 - ii. Contractor shall include and credit the estimated salvage value of the existing General Radiography/Fluoroscopy System in the construction quote;
 - b. Replacement of the floor covering and wall base that is damaged or exposed by the removal of existing General Radiography/Fluoroscopy System and components in order to meet original room appearance; and
 - c. Final patch and paint of all walls that are damaged or exposed by the removal of existing General Radiography/Fluoroscopy System and components in order to meet original room appearance.
- F. Physicist inspection/testing following the installation to ensure that the System and all components meet Federal and State of California regulatory requirements. Physicist shall be a third-party and not be affiliated with the Contractor;
- G. Completion of the Acceptance Testing for all goods and services listed within the Statement of Work. Acceptance Testing shall be reviewed and signed by CDCR institution representative and the Contractor prior to final payment; and
- H. Following the install, a minimum of one (1) year warranty to be provided by the Contractor to include all requirements listed within the "Service and Maintenance" section above.
 - a. In addition, the Contractor is required to provide five (5) year Service and Maintenance agreement for the System following the installation warranty period (i.e., see Service and Maintenance, Item A).