

# REQUEST FOR OFFER (RFO)

## CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS)

**Information Technology Goods & Services  
Copier Maintenance  
RFO #SD16-00072**

August 11, 2016

The California Department of Corrections and Rehabilitation (CDCR), California Correctional Health Care Services (CCHCS) is requesting copier maintenance for California Men's Colony.

The proposed term of the ensuing Purchase Order is September 1, 2016 or upon approval, whichever is later, through June 30, 2017.

Electronic RFO responses will be accepted to begin the assessment process but an original "wet" signature copy must be received by CCHCS within one business day of the RFO submittal date. Failure to provide an originally signed complete response will eliminate your firm from further consideration and contract award. Under no circumstances will a machine generated electronic signature be acceptable.

Offers are due by **2:00 PM, August, 25, 2016**. Responses and any required copies must be delivered or e-mailed to CCHCS and received by the final date and time of offer submission, and clearly labeled to the department contact noted below.

California Correctional Health Care Services  
Acquisitions Management Section  
Debbie Dykes  
916-691-3518  
debra.dykes@cdcr.ca.gov

**A. RESPONSE GUIDELINES**

This RFO and Offeror's response will be made part of the ordering department's purchase documents and/or procurement contract file.

**1. Submission of Offers:**

All offers must be submitted to CCHCS by dates and times shown in the Key Action Dates. The submission must be emailed to Debbie Dykes, Procurement Official at [debra.dykes@cdcr.ca.gov](mailto:debra.dykes@cdcr.ca.gov) and clearly labeled with the RFO number and title.

Note: It is the sole responsibility of submitting Offeror to contact the Procurement Official listed above to verify receipt of their submitted Offer.

**2. Key Action Dates:**

Time is of the essence both for the RFO submittal and contract completion. Please be advised of the key dates and times shown below. All dates after the offer submission deadline are approximate and may be adjusted as conditions requires without addendum to this RFO.

<b>EVENT</b>	<b>Date and Time</b>
1. Release of RFO	August 11, 2016
2. RFO Response Submission Due	August 25, 2016 by 2:00 PM PST
3. Estimated contract start date	September 1, 2016 or Upon approval of contract
4. Estimated contract end date	June 30, 2017

**3. RFO Response Requirements and Content**

RFO response must contain all requested information and data and must conform to the format described in the RFO. It is Offeror's responsibility to provide all necessary information for evaluation by CCHCS. Responses will be verified and Offeror's ability to perform under the RFO will be determined by CCHCS as outlined in the RFO.

- A. Each response must also include all items listed on **Attachment A, Required Check List**, attached hereto and made a part of this RFO. Offers not including required documentation will eliminate your offer from further consideration and award.
- B. Offers must be submitted for the performance of all services described herein. Any deviation from the work specifications will eliminate your offer from further consideration and award.
- C. CCHCS will not accept alternate contract language from Offeror; all RFO offers with any such language will be considered a counter proposal and will be eliminated from further consideration and award.

- D. Costs incurred for the development of offers, in anticipation of contract award, are entirely the responsibility of Offeror and shall not be charged to CCHCS or the State of California.
- E. An individual, who is authorized to bind Offeror contractually, must sign all required documents. All documents requiring a signature must bear a signature of the authorized individual. Unsigned offers and/or required attachments will cause your offer to be eliminated from further consideration and award.
- F. Offer will be eliminated from consideration if it is conditional, incomplete or if it contains any alterations of form or other irregularities of any kind. CCHCS may elect to eliminate any or all offers and may waive an immaterial deviation in an offer. Waiver by CCHCS of an immaterial deviation shall in no way modify the RFO document or excuse the Offeror from full compliance with all requirements if awarded the contract.
- G. This RFO and Offeror's documented response will be made part of the complete purchase order issued by CCHCS.
- H. CCHCS may amend or modify the RFO prior to the submission date indicated in **Section A.2** of this RFO. All modifications and/or amendments to the RFO will be made in writing and sent to all parties who received an offer package. Additionally, CCHCS may extend the submission date of the RFO.
- I. CCHCS reserves the right to eliminate all submitted offers for consideration. CCHCS is not required to make an award under this RFO.

**4. Selection Process**

All offers will be reviewed for responsiveness to requirements of this RFO. If a response is missing required information, it may be eliminated from further consideration and award. Further review is subject to discretion of CCHCS. Award of a contract resulting from this RFO against a Contractor's CMAS contract will be based on a "best value criteria" that includes cost as a factor.

Award, if made, will be based on Best Value, to the responsive, responsible Offeror who successfully completes and returns all Administrative Requirements and has the lowest cost. Best Value criteria is as follows:

<b>Categories</b>
Administrative Requirements
Cost

**EXHIBIT A – STATEMENT OF WORK**

**1. Background**

The California Department of Corrections and Rehabilitation (CDCR), California Correctional Health Care Services (CCHCS) is seeking offers for copier service and maintenance on various Sharp copier machines for the California Men’s Colony (CMC). Pricing shall be based on the current California Multiple Award Schedule (CMAS). This Request for Offer (RFO) adheres to requirements set forth in State Contracting Manual (SCM) Volume 3, Chapter 6.

**2. Scope of Services**

Contractor shall provide full copier service and maintenance (preventative as well as remedial), labor, materials, non-consumable supplies, staff, transportation, licenses, permits, certificates, and any other item of expense necessary to ensure Sharp copiers are properly serviced and remain in good operating condition in accordance with manufacturer specifications. Copier maintenance will be performed at the following location:

California Department of Corrections and Rehabilitation  
California Men’s Colony  
Highway 1, North  
San Luis Obispo, CA 94964

The term of the contract shall be September 1, 2016 or upon approval, whichever is later, through June 30, 2017. Rates from Attachment C, Cost Worksheet will apply throughout the term of this contract.

**A. Equipment List**

Service shall be applicable to the equipment named in the Attachment C, Cost Worksheet. The State reserves the right to add and/or delete equipment as necessary. Additional equipment will be serviced at the unit rates specified herein. The Institution will notify the Contractor, via amendment, of equipment that has been added and/or deleted.

**B. Maintenance**

Contractor shall provide scheduled preventative and remedial maintenance as requested by Institution. Every effort shall be made to perform repair services during normal business hours 8:00 A.M. to 5:00 P.M., Monday through Friday; excluding State holidays, and weekends. The State may, at its discretion, allow access to equipment during non-business hours when necessary. Non-emergency repair services performed outside of normal business hours must be approved, in advance in writing, by the Institution. Contractor shall make every attempt to complete repairs the same working day.

Copier repairs may not take longer than five (5) working days to complete unless the repair requires replacement part(s) be ordered. When such a delay is identified, a written notification must be presented to the Institution immediately.

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

This contract does not include service, repairs or replacement of parts required as a result of accident, neglect, abuse, misuse, vandalism or negligence by the State or its officers, agents, employees, or CDCR inmates, alteration of equipment, or other improper operation, including but not limited to operation of equipment outside of its specified environmental conditions.

Damage caused by such acts will be repaired on a time and materials basis. Such repairs will be performed by the Contractor at the Contractor's current, published rates at the time service is required, but only after the Contractor has estimated all costs involved and written documentation has been provided to the Contract Liaison. The State is solely responsible for deciding what, if any, repairs shall be made.

**1. Preventative Maintenance (Scheduled):**

- a. Contractor will provide preventative maintenance, on an agreed upon schedule, to ensure Sharp copiers remain fully operational.
- b. Contractor will provide scheduled preventative maintenance based on the specific needs of individual machines as specified by the manufacturer.
- c. Maintenance includes lubrication, adjustments, and replacement of maintenance parts as deemed necessary by the Contractor
- d. Maintenance parts will be new or equivalent to new when used in machines. Replaced maintenance parts become property of Contractor.
- e. The preventative maintenance schedule may be changed/modified, in writing, by mutual agreement.
- f. Preventative maintenance will be performed at no additional cost to the State.

**2. Remedial Maintenance (Unscheduled):**

- a. The Institutional Contract Liaison shall notify contractor in writing or via telephone that equipment is malfunctioning.
- b. Contractor shall respond to requests for repair service within twenty-four (24) hours and will provide the Contract Liaison with a designated point of contact.
- c. Maintenance includes lubrication, adjustments, and replacement of maintenance parts as deemed necessary by the Contractor.
- d. Maintenance parts will be new or equivalent to new when used in machines. Replaced maintenance parts become property of Contractor.

e. Remedial maintenance will be performed at no additional cost to the State unless:

1. Remedial maintenance is necessary due to fault or negligence of the State.
2. Remedial maintenance is required as State did not provide access to the copiers so preventive maintenance could be performed.

**C. Guarantee**

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

**3. Contractor Roles and Responsibilities**

- a. The Contractor's employees utilized in the fulfillment of this contract must possess a valid Sharp Certification. The contractor must provide a photocopy of the required certification for any and all persons who will be performing services outlined in the Statement of Work.
- b. Contractor must ensure that only Sharp certified technicians will be used in performance of this contract.
- c. Contractor must provide a point of contact to the CMC Contract Liaison.
- d. Contractor must immediately elevate any issues or problems to the CMC Contract Liaison.
- e. Contractor must keep all equipment in good working order.
- f. Contractor must be responsive to the maintenance needs of the State.
- g. Contractor must supply new or equivalent to new parts. Replaced parts will become the property of the Contractor.
- h. Contractor and Contractor's employees must comply with all applicable State and Agency policies and procedures, including those enumerated in Exhibit C, CCHCS Special Provisions - Institutions.
- i. Contractor (including personnel) acknowledges that he/she has read and agrees to the provisions of Exhibit C;
- j. Prior to the start of work Contractor agrees to:
  1. Submit to and pass a live scan, and;
  2. 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;

- k. Complete a Request for Gate Clearance Form, Application for Identification Card, and/or Emergency Notification form in order to gain entrance to the institutions; and
  - l. Agree to abide by the Primary Laws, Rules and Regulations Regarding Conduct and Association with State Prison Inmates.

**4. Assumption and Constraints**

- a. Work hours for the ensuing Contract must be consistent with CMC's normal business hours 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding weekends and State holidays.
- b. Contractor shall ensure availability of personnel to perform the requirements of the Purchase Order at all times during the period described above.
- c. The work location will be at the California Men's Colony, Highway 1, North, San Luis Obispo, CA 94964.
- d. CMC, in its sole discretion, reserves the right to require Contractor to substitute staff, reduce, or cancel performance of services at any time.
- e. No travel or parking expenses will be paid.
- f. No overtime will be authorized for non-standard work hours.

**5. State Roles and Responsibilities**

- a. The CMC will designate a Contract Liaison as the single point of contact for the Contractor. Contract Liaison will have the authority to act on all aspects of the services. The Contract Liaison will review the Statement of Work and associated documents with the Contractor to ensure understanding of the responsibilities of both parties.
- b. The CMC Contract Liaison will provide requested information, to the Contractor, as necessary.
- c. The CMC Contract Liaison will provide timely review and approval of Contractor documentation in order for the Contractor to perform its obligations as well as receive prompt payment for services rendered.

- d. The CMC Contract Liaison will be the sole judge of the acceptability of all work performed by the Contractor as a result of this Statement of Work.
- e. The State will provide appropriate operating environment, including temperature, humidity and electrical power, in accordance with published specifications for equipment.
- f. Unless mutually agree to, State personnel will not perform maintenance or attempt repairs to the equipment identified in this contract.

**6. Period of Performance**

It is estimated that the Purchase Order term will be September 1, 2016, or upon approval, whichever is later, through June 30, 2017. The State reserves the right to amend the Purchase Order, only by mutual consent of the parties in writing, unless specifically prohibited by the CMAS contract.

**EXHIBIT B - BUDGET DETAIL AND PAYMENT PROVISIONS**

**A. INVOICING AND PAYMENT**

1. Contractor invoices shall not be submitted more frequently than monthly to the State.
2. All invoices shall be submitted on Contractor's letterhead and include:
  - a. Institution;
  - b. Purchase Order number;
  - c. Service technician name and signature;
  - d. Service order number;
  - e. Equipment serviced (make, model, serial number);
  - f. Services provided, includes noting any deficiencies and/or recommendations;
  - g. Signature of State employee verifying services were performed and,
  - h. Invoice total.

Any invoices submitted without the above referenced information may be returned to Contractor for revision(s).

3. Company name on the CMAS contract, purchase order and invoice must match or the State Controller's Office will not approve payment.
4. Contractor shall address and submit all invoices to:

California Department of Corrections and Rehabilitation  
Attn: Accounts Payable  
P. O. Box 187015  
Sacramento, CA 95818

**EXHIBIT C – CCHCS SPECIAL TERMS & CONDITIONS - INSTITUTIONS**

**1. BLOOD BORNE PATHOGENS**

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

**2. 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 patients 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 they and their staff are in compliance.

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

If the requirements of the purchase order require the Contractor and/or Contractor employees to enter an Institution, the Contractor and/or Contractor employees shall sign the "Primary Laws, Rules, and Regulations Regarding Conduct and Association With State Prison Inmates" incorporated herein by reference, and ensure that all are aware of and abide by these rules. The Contractor and/or Contractor employees, while upon Institution grounds, are subject to a search of their person, property, and vehicle.

**4. DISCLOSURE**

Neither the State nor any State employee will be liable to the Contractor or its staff for injuries inflicted by patients or parolees of the State. The State agrees to disclose to the Contractor any statement(s) known to State staff made by any patient or parolee which indicate 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. EMPLOYMENT OF EX-OFFENDERS**

Contractor and Contractor employees cannot be and will not either directly, or on a sub-contract basis, employ in connection with this Contract:

- a. Ex-Offenders on active parole or probation;
- b. 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
- c. Any ex-felon in a position which provides direct supervision of parolees.

- d. 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:
- e. Contractor shall obtain the prior written approval to employ any such ex-offender from the Authorized Administrator; and such 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 or Contractor.

**6. EXCISE TAX**

The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Contract. California may pay any applicable sales and use tax imposed by another state.

**7. FINGERPRINTING**

The Contractor and Contractor staff may be subject to fingerprinting and clearance by the Institution through the Department of Justice, Bureau of Criminal Identification and Information.

**8. FORCE MAJEURE**

Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failures of performance constitute default, if such delay or failure is caused by "Force Majeure." As used in this section, "Force Majeure" is defined as follows: Acts of war and acts of God such as earthquakes, floods, and other natural disasters such that performance is impossible.

**9. PRISON RAPE ELIMINATION POLICY**

The State is committed to providing a safe, humane, secure environment, free from sexual misconduct. This will be accomplished by maintaining a program to ensure education/prevention, detection, response, investigation and tracking of sexual misconduct and to address successful community re-entry of the victim. The State shall maintain a zero tolerance for sexual misconduct in its institutions, community correctional facilities, conservation camps and for all offenders under its jurisdiction. All sexual misconduct is strictly prohibited. As a Contractor with State, you and your employees are expected to ensure compliance with this policy as described in Department Operations Manual, Chapter 5, Article 44.

## **10. GATE CLEARANCE**

The Contractor and Contractor employees 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. The State uses the Request for Gate Clearance to run a California Law Enforcement Telecommunications System (CLETS) check. The check will include Department of Motor Vehicles check, Wants and Warrants check, and Criminal History check.

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

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

## **11. LIABILITY FOR LOSS AND DAMAGES**

Any damages by the Contractor to the State's facility including equipment, furniture, materials or other State property will be repaired or replaced by the Contractor to the satisfaction of the State at no cost to the State. The State may, at its option, repair any such damage and invoice Contractor the cost of repair(s).

## **12. LIABILITY FOR NONCONFORMING WORK**

The Contractor will be fully responsible for ensuring that the completed work conforms to the agreed upon terms. If nonconformity is discovered prior to the Contractor's deadline, the Contractor will be given a reasonable opportunity to cure the nonconformity. If the nonconformity is discovered after the deadline for the completion of the project, the State, in its sole discretion, may use any reasonable means to cure the nonconformity.

## **13. LICENSE AND PERMITS**

The Contractor shall be licensed to do business in California and shall obtain at its expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this contract.

- A. If you are a Contractor located within the State of California, a business license from the city/county in which you are headquartered is necessary; however, if you are a corporation, a copy of your incorporation documents/letter from the Secretary of State's Office can be submitted. If you are a Contractor outside the State of California, you will need to submit to the State a copy of your business license or incorporation papers for your respective State showing that your company is in good standing in that state.

- B. In the event, any license(s) and/or permit(s) expire at any time during the term of this Contract; Contractor agrees to provide the State with a copy of the renewed license(s) and/or permit(s) within 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 A upon occurrence of such event.

**14. RIGHT TO TERMINATE (SCM 7.85)**

- A. The State reserves the right to terminate this Contract subject to thirty (30) days written notice to the Contractor. Contractor may submit a written request to terminate this Contract only if the State should substantially fail to perform its responsibilities as provided herein.
- B. However, the Contract can be immediately terminated for cause. (Refer to GTC, Exhibit C, Item 7, Termination for Cause.)
- C. This Contract may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or State's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental authority.

**15. SECURITY CLEARANCE**

The State reserves the right to conduct a background check on the Contractor and/or the Contractor's personnel as the State deems necessary prior to award or during the term of the Contract. The State further reserves the right to terminate the Contract should a threat to security be determined.

**16. SECURITY REGULATIONS**

- A. Unless otherwise directed by the entrance gate officer and/or Contract Manager, the Contractor, and Contractor's employees shall enter the institution through the main entrance gate and park private and nonessential vehicles in the designated visitor's parking lot. The Contractor and Contractor's employees 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, 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 and Contractor's employees, 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/micro-cameras are not permitted on institution grounds.
- G. Contractor and Contractor's employees, shall not cause undue interference with the operations of the institution.
- H. No picketing is allowed on State property.

**17. SETTLEMENT OF DISPUTES**

In the event of a dispute, Contractor shall file a "Notice of Dispute" with the California Correctional Health Care Services (CCHCS) representative within ten (10) days of discovery of the problem. Within ten (10) days, State representative shall meet with the Contractor representative for purposes of resolving the dispute. The decision of State shall be final.

**18. 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 State is prohibited.

**19. TUBERCULOSIS (TB) TESTING**

In the event that the services required under this Contract will be performed within an State institution/parole office/community based program, prior to the performance of contracted duties, the Contractor and Contractor's employees who are assigned to work with patients/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 State. Regular basis is defined as having contact with patients/parolees in confined quarters more than once a week.

The Contractor and Contractor's employees shall be required to furnish to State, at no cost to State, 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 Contractor's employees have been examined and found free of TB in an infectious stage. The form CDCR 7336 will be provided by State upon Contractor's request.

**EXHIBIT D - INSURANCE REQUIREMENTS**

- A. When Contractor submits a signed contract to the State, Contractor shall furnish to the State a certificate of insurance, stating that there is commercial general liability insurance presently in effect for the Contractor of not less than \$1,000,000.00 per occurrence for bodily injury and property damage liability combined.
- B. The certificate of insurance will include provisions below in their entirety:
  - 1) Contractor is responsible to notify the State within five (5) business days of any cancellation, non-renewal or material change that affects required insurance coverage.
  - 2) That the State of California, its officers, agents, employees, and servants are included as additional insured, but only with respect to work performed for the State of California under the contract. The additional insured endorsement must accompany the certificate of insurance. That the State will not be responsible for any premiums or assessment on the policy.
- C. Contractor agrees that the bodily injury liability insurance herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the term of this contract, Contractor agrees to provide at least five (5) businesses, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one year. New certificates of insurance are subject to the approval of the Department of General Services, and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, the State may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.
- D. The Department will not provide for nor compensate Contractor for any insurance premiums or costs for any type or amount of insurance.
- E. Automobile Liability Insurance – The Contractor shall furnish to the State a certificate of insurance evidencing automobile liability insurance presently in effect for the Contractor for not less than \$1,000,000.00 per accident while utilizing a motor vehicle in the performance of this contract. Such insurance shall cover liability arising out of a motor vehicle including owned, hired, and non-owned motor vehicles. For contracted services involving transportation of hazardous materials, evidence of an MCS-90 endorsement is required.
- F. Worker's Compensation Insurance – The Contractor shall furnish to the State a certificate of insurance evidencing workers compensation insurance and employer's liability presently in effect with limits not less than \$1,000,000.00 by an insurance carrier licensed to write Workers' Compensation Insurance in California. Such certificate shall include the name of the carrier, policy inception and expiration dates. If the Contractor is self-insured for workers compensation, a certificate must be presented evidencing Contractor is a qualified self insurer in the State of California.
- G. Special Requirement: Professional Liability – Contractor shall maintain Professional Liability covering any damages caused by an error, omission or any negligent acts. Limits of not less than \$[1,000,000.00] shall be provided.

**ATTACHMENT A**

**REQUIRED CHECKLIST**

A complete Offer will consist of the items identified below. Complete this checklist to confirm the items in your offer. Place a check mark or "X" next to each item that you are submitting to the State. For your offer to be responsive, all required attachments must be returned. This checklist should be returned with your offer package also.

**The following documents are required upon submission of offer:**

- \_\_\_\_\_ Required Attachment Check List (Attachment A)
- \_\_\_\_\_ Offer/Offeror Certification Sheet (Attachment B)
- \_\_\_\_\_ One (1) complete copy of completed RFO response packet
- \_\_\_\_\_ Small Business/Disabled Veteran Enterprise Certification(s) (if applicable)
- \_\_\_\_\_ Copy of Valid Business License
- \_\_\_\_\_ Cost Work Sheet (Attachment C)
- \_\_\_\_\_ Bidder Declaration Form, GSPD-05-105 (Attachment D)
- \_\_\_\_\_ Payee Data Record, (STD-204) (Attachment E)
- \_\_\_\_\_ Copy of Offeror's complete CMAS contract

**The following documents are required upon award of the contract:**

- \_\_\_\_\_ Primary Laws, Rules, and Regulations Regarding Conduct and Association with State Prison Inmates (Attachment F)
- \_\_\_\_\_ Non-Disclosure Agreement (Attachment G)
- \_\_\_\_\_ Insurance Certifications (Automobile, General Liability, and Worker's Compensation)

**ATTACHMENT B**

**OFFER/OFFEROR CERTIFICATION SHEET**

This Offer/Offeree Certification Sheet must be signed and returned along with all the "required attachments" as an entire package.

- A. Our all-inclusive Offer is submitted as detailed in accordance with the RFO.
- B. All required attachments are included with this Offer.
- C. The signature affixed hereon and dated certifies compliance with all the requirements of this RFO.

**An unsigned Offer/Offeree Certification Sheet will eliminate your offer from further consideration.**

**Please Print or Type**

1. Company Name	2. Telephone ( )
3. E-mail Address	
4. Offeror's Name (Print)	5. Title
6. <b>Signature</b>	7. Date

Note: Electronic RFO responses will be accepted to begin the assessment process but an original "wet" signature copy must be received by CCHCS within one business day of the RFO submittal date. Failure to provide an originally signed complete response will eliminate your firm from further consideration and contract award. Under no circumstances will a machine generated electronic signature be acceptable.



**ATTACHMENT D**

**BIDDER DECLARATION**

GSPD-05-105 (REV 08/09)

Offerors must complete the Bidder Declaration and include it with their 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 requested services unless CCHCS agrees to a substitution via amendment to the Contract;

The GSPD-05-105; can be found at:

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



California Department of Corrections and Rehabilitation  
RFO Number #SD16-00072

STD. 204 (Rev. 6-2003) (REVERSE)

1	<p><u>Requirement to Complete Payee Data Record, STD. 204</u></p> <p>A completed Payee Data Record, STD. 204, is required for payments to all non-governmental entities and will be kept on file at each State agency. Since each State agency with which you do business must have a separate STD. 204 on file, it is possible for a payee to receive this form from various State agencies.</p> <p>Payees who do not wish to complete the STD. 204 may elect to not do business with the State. If the payee does not complete the STD. 204 and the required payee data is not otherwise provided, payment may be reduced for federal backup withholding and nonresident State income tax withholding. Amounts reported on Information Returns (1099) are in accordance with the Internal Revenue Code and the California Revenue and Taxation Code.</p>
2	<p>Enter the payee's legal business name. Sole proprietorships must also include the owner's full name. An individual must list his/her full name. The mailing address should be the address at which the payee chooses to receive correspondence. Do not enter payment address or lock box information here.</p>
3	<p>Check the box that corresponds to the payee business type. Check only one box. Corporations must check the box that identifies the type of corporation. The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State provide their Taxpayer Identification Number (TIN). The TIN is required by the California Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a).</p> <p>The TIN for individuals and sole proprietorships is the Social Security Number (SSN). Only partnerships, estates, trusts, and corporations will enter their Federal Employer Identification Number (FEIN).</p>
4	<p><u>Are you a California resident or nonresident?</u></p> <p>A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.</p> <p>A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at time of death. A trust is a resident if at least one trustee is a California resident.</p> <p>For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.</p> <p>Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year.</p> <p>For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:  Withholding Services and Compliance Section: 1-888-792-4900 E-mail address: wscs.gen@ftb.ca.gov  For hearing impaired with TDD, call: 1-800-822-6268 Website: www.ftb.ca.gov</p>
5	<p>Provide the name, title, signature, and telephone number of the individual completing this form. Provide the date the form was completed.</p>
6	<p>This section must be completed by the State agency requesting the STD. 204.</p>

Privacy Statement

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, State, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.

It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and State law imposes noncompliance penalties of up to \$20,000.

You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the State agency(ies) with which you transact that business.

All questions should be referred to the requesting State agency listed on the bottom front of this form.

**ATTACHMENT F**

STATE OF CALIFORNIA  
DEPARTMENT OF CORRECTIONS AND REHABILITATION  
**PRIMARY LAWS, RULES, AND REGULATIONS REGARDING CONDUCT AND ASSOCIATION  
WITH STATE PRISON INMATES**  
CDCR 181 (Rev 10/14)

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, Title 15, Section 3285. The following is a summation of pertinent information when individuals not employed by the department (volunteers, media, contractors and their employees and dignitaries) come in contact with prison inmates.

1. 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 3283, 3285, 3289, 3292 and 3415

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

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

3. All persons entering onto institution/facility or camp grounds consent to a 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 or restrictions to visiting or facility access.

SOURCE: PC Sections 2601, 5054 and 5058; CCR, Title 15, Sections 3173, 3267, 3288, 3289, and 3292.

4. Persons normally permitted to enter an institution/facility or camp may be barred, for cause, by the CDCR Secretary, Director of Division of Adult Institutions (DAI), Warden, Regional Parole Administrator and /or their designees.

SOURCE: PC Sections 2086, 5054 and 5058; CCR, Title 15, Sections 3283 and 3289

5. 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, 3283 and 3289

6. Encouraging and/or assisting prison inmates to escape is a crime. It is illegal to bring firearms, deadly weapons, explosives, tear gas, drugs or drug paraphernalia on CDCR institutions/facilities or camp premises. It is illegal to give prison inmates firearms, explosives, alcoholic beverages, wireless communication devices or components thereof, tobacco products, narcotics, or any drug or drug paraphernalia, including cocaine or marijuana.

SOURCE: PC Sections 2772, 2790, 4535, 4550, 4573, 4573.5, 4573.6, 4574, 4576 and 5030.1; CCR, Title 15, Sections, 3172.1, 3188 and 3292

7. It is illegal to give or take letters from prison 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

8. In an emergency situation the visiting program and other inmate program activities may be suspended by the Warden or designee.

SOURCE: PC Sections 2086 and 2601; CCR, Title 15, Section 3383

9. For security reasons, volunteers, media, contractors, dignitaries and guests must not wear clothing that in any way resembles state issued prison inmate clothing (blue denim shirts, blue denim pants).

SOURCE: CCR, Title 15, Sections 3174 and 3349.2.3(g) (3) (B)

10. 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, Section 3261.5

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I HEREBY CERTIFY AND ACKNOWLEDGE I HAVE READ THE ABOVE AND FULLY UNDERSTAND THE IMPLICATIONS REGARDING MY CONDUCT AND ASSOCIATION WITH PRISON INMATES. I ALSO UNDERSTAND VIOLATION OF ANY OF THE ABOVE COULD RESULT IN EXPULSION FROM A CDC INSTITUTION/FACILITY OR CAMP WITH THE POSSIBILITY OF CRIMINAL PROSECUTION.

VOLUNTEER/MEDIA/CONTRACTOR/GUEST	SIGNATURE	DATE SIGNED
NAME AND TITLE (Print)		

**DISTRIBUTION:** Original – Warden, Parole Administrator *and/or Designee*

**ATTACHMENT G**

**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 California Correctional Health Care Services (CCHCS) Organizational Review. Based on my involvement with the California Correctional Health Care Services (CCHCS) Organizational Review, 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 CDR Business Analyst and related initiative(s)/procurement(s)/trainings thereof.

At all times during and after the process by which the California Correctional Health Care Services and/or the California Department of Corrections and Rehabilitation (CDCR) procures goods and services to create the project, CCHCS' and/or CDCR's employees, CCHCS' prospective bidders, and/or CCHCS and/or CDCR's Contractors 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 CCHCS' 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 CCHCS' 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: \_\_\_\_\_

Company/Organization Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_