

State of California

Department of Corrections and Rehabilitation (CDCR)



**Request For Quotation (RFQ)**

**RFQ DUE 6/1/2012 & TIME DUE 2:00pm  
Cynthia.Basa@cdcr.ca.gov**

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**SERVICES SHALL BE PROVIDED AT:**

California Department of Corrections and Rehabilitations  
Wasco State Prison (WSP)  
701 Scofield Ave.  
Wasco, CA 93280

Date:

Reference **RFQ Number**  
**RFQ #12-008-ITS**

Fax completed RFQ to:  
**(916) 323-2845**

BIDDER NAME  
ADDRESS

**BIDDER NAME AND ADDRESS**

**BIDDER INSTRUCTIONS**

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

Contract Information

CDCR is inviting responses to this Request For Quotation (RFQ) entitled: **FIVE (5) YEAR LEASE/RENTAL AGREEMENT – HEMATOLOGY ANALYZER** for Wasco State Prison

Included in this RFQ package are:

- Statement of Work (Exhibit A)
- Budget Detail and Payment Provisions (Exhibit B)
- Cost Sheet (Exhibit B-1)
- DGS Provisions for IT (Exhibit C)
- *These documents are incorporated by reference and are available on the Department of General Services (DGS) website. See Exhibit C for specific links. If you do not have Internet access, you may request a hard copy of Exhibit C by contacting the contract analyst listed below.*
- CDCR Special Provisions (Exhibit D)
- Bidder Declaration (GSPD-05-105)
- Payee Data Record (STD 204)
- Certificate of Insurance

**Anticipated Date for Commencement of Services:** 07/01/2012 or upon approval, whichever occurs later to 6/30/2017.

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

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

Signature of Authorized Representative:

Print Name and Title of Authorized Representative:

Phone and Fax Number:

Date

**RFQ #12-008-ITS**

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

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

**INSTRUCTIONS AND REQUIREMENTS**

1. Quantities listed on Cost Sheet, Exhibit B-1 are the State's estimates only and are offered as a basis for comparison of quotes. The State does not expressly or by implication agree that the actual amount of work will correspond therewith and reserves the right to omit portions of the work as may be deemed necessary or advisable by the State.
2. Bidder certifications and/or qualifications and/or licensing requirements (if any) are specified in Statement of Work (Exhibit A). The bidder shall provide verification as specified upon submitting a quote and comply with all requirements.
3. In the case of a discrepancy between the Unit Price (e.g., Hourly Rate, Cost per Service) and Item Total (e.g., Hourly Rate x Hours Worked = Item Total), the Unit Price shall prevail. However, if the Unit Price figure is ambiguous, illegible, uncertain, or is omitted, the Item Total shall be divided by the estimated usage (e.g., Hours Worked) to determine the Unit Price. In the case of a discrepancy between the Basis of Award and the sum of the Item Totals, the sum of the Item Totals shall prevail.
4. The total amount of the quote will be rounded up to the nearest whole dollar when the Agreement documents are prepared.
5. By virtue of submitting a quote, the vendor signing is accepting all terms and conditions expressed herein. Quotation responses that reference a supplier's own terms and conditions or provisions will be considered non-responsive and will the quote will be rejected. The state assumes no responsibility if a quote was not received timely or correctly.
6. The State is not required to award a contract and reserves the right to reject all quotes.
7. In the event of a tie quote, the CDCR reserves the right to determine the bidder based on the percent of discount specified on Exhibit B-1 Rate Sheet, if applicable. If not applicable or if there is a tie discount, a witnessed coin toss or lot drawing will be used to determine the bidder entitled to the award.
8. For the purposes of this solicitation, award will be made on the basis of lowest quote for each Group.
9. Only quotes supplied on the State's own quotation forms and signed by an authorized representative will be considered.
10. The successful bidder will enter into a contract with the State, which will be prepared on a STD 213 form, which includes Exhibits A, B, B-1, C by reference and D.
11. Agreements are not valid unless and until approved by the Department of General Services (DGS), or, under its authority, the CDCR. The State has no legal obligation unless and until the agreement is approved. Any work commenced by the vendor prior to agreement approval may be considered voluntary and the vendor may have to pursue claim for payment by filing with the California Victim Compensation and Government Claims Board. When the agreement is approved by the State, a "fully executed" copy will be forwarded to the awarded vendor.
12. Should the awarded vendor fail to commence work at the agreed upon date and time, the State, upon five (5) days written notice to the vendor, reserves the right to terminate the agreement and award to the next lowest responsible bidder.
13. If it is determined to be in the best interest of the State, the State may extend this contract, with no increase in service cost, for a period of one (1) year or less. The rates applied for this additional term are specified in Exhibit B-1, Rate Sheet, for the latest fiscal year. The vendor is obligated to this extended term of service at the time of quote.

### **AWARD OF CONTRACT**

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

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

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

### **PROTEST PROVISIONS**

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

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

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

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

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

## **EXHIBIT A STATEMENT OF WORK**

### **1. Introduction**

The Contractor shall furnish One (1) Hematology Analyzer, Model: \_\_\_\_\_, Serial Number : \_\_\_\_\_ all labor and repair services, including travel and per diem, materials, nonconsumable supplies, transportation, equipment, and every other item of expense necessary for the California Department of Corrections and Rehabilitation (CDCR), Wasco State Prison (WSP) located at 701 Scofield Ave., Wasco, Ca. 93280.

### **2. Equipment Specifications**

Equipment must have the following specifications:

- Due to space limitations, CBC analyzer should not exceed 17 x 16 x 25 inches.
- Must have an walk-away autoloader mode as well as STAT/micro Open tube or closed sampling mode.
- Must have a remote on-line monitoring capability to aid in troubleshooting.
- Analyzer must have a bidirectional interface capability.

### **3. Preventive Maintenance**

Contractor shall perform all maintenance/inspection services as specified herein and as necessary to maintain the optimum level of efficiency for one Hematology Machine, Model: \_\_\_\_\_, Serial: \_\_\_\_\_. Services shall include, as specified, but not be limited to: Upgrade provisions during five (5) year lease that would include all software and hardware upgrades and equipment replacement if an equivalent model becomes available during the five (5) year lease; resulted test pricing on reagents; cleaning, oiling, lubrication, adjustment, calibration, alignment, timing, replacement of any filters, and operational testing of equipment, training, and providing any necessary repairs and parts replacement. Any parts requiring replacement will be replaced in accordance with the Parts Replacement section specified herein.

Maintenance services shall be paid by the state at the Contactor's Maintenance Services rate, as specified herein.

Any services performed by the Contractor are to be inspected by the Contract Liaison or designee after completion. The Contract Liaison or designee is solely responsible for determining acceptability of the work performed and the operability of the equipment.

### **4. Calibration Services**

All equipment requiring calibration shall be identified by submittal of a calibration certificate/printout to CDCR WSP, Attention: Clinical Laboratory. The certification/printout shall show the date of calibration and/or date of service, and signature of service technician servicing the equipment. All instruments used to calibrate the equipment shall be certified and traceable to the National Institute of Standard Technology (NIST). Conductivity tests will be performed in accordance with applicable rules and regulations. Contractor shall maintain an instrument log book and provide a calibration certificate/printout signifying that a continuing quality control program is in existence.

## 5. Preventative Maintenance Schedule

Contractor agrees to provide preventative maintenance service for the equipment specified herein on a quarterly basis. Dates of service will be as provided by Institution Contract Liaison upon approval of the contract. Services shall be performed during normal business hours 8:00 AM to 6:00 PM, Monday through Friday, State holidays and weekends excluded, or as mutually agreed upon between the Contractor and Contract Liaison or designee. The Contractor has to arrive four (4) hours before 6:00 p.m. and shall not leave the premises until the Preventive Maintenance is completed and without the authorization of the Contractor Liaison or designee. The State reserves the right to request additional maintenance services at the Contractor's rate, as specified herein, or to decrease the scheduled number of services, should equipment be added or old equipment become obsolete or unnecessary as determined by the Contract Liaison.

## 6. Repair Service

Contractor shall provide unlimited visits, technical, and application supports for any repair services requested or necessary to keep the equipment fully operational. Any parts requiring replacement will be replaced in accordance with the Parts Replacement section. Repair services will be provided upon telephone request from the Contract Liaison. Contractor shall respond via telephone/e-mail to the initial repair request within two (2) hours of receipt of the telephone repair call from the Contract Liaison or designee. Contractor shall be onsite for repair service within twenty four (24) hours of telephone notification. Every effort shall be made to perform repair services during normal business hours 8:00 A.M. to 6:00 P.M., Monday through Friday; State holidays and weekends excluded or as mutually agreed upon between the Contractor and Contract Liaison or designee. The State may, at its discretion, allow access to the equipment during non-business hours when necessary. The Contract Liaison must approve non-emergency repair services performed outside of normal business hours as specified herein in advance in writing.

Contractor shall make every attempt to complete repairs the same working day. Unless the repair requires part(s) that must be ordered, no repair may take longer than two (2) working days to complete. When a delay in repair will occur due to part(s) that must be ordered, written notification must be presented to the Contract Liaison immediately.

## 6. Equipment Removal

Contractor shall endeavor to perform all services required under this agreement on State premises. In the event that equipment must be removed from State premises for repair, prior approval from the Contract Liaison must be obtained. The Contractor shall be responsible for pickup and delivery from State premises. Upon completion of repair, the Contractor will notify the State to schedule a delivery date and time. Under no circumstances shall equipment removed from State premises be kept by the Contractor longer than two (2) working days, unless prior written permission has been obtained from the Contract Liaison.

Before equipment may be removed from State premises, the Contract Liaison shall record the serial number(s) of the equipment being removed and inspect the equipment. Upon return of the equipment by the Contractor, the Contract Liaison shall check the serial number(s) against those previously recorded and inspect the equipment for acceptability.

## 8. Parts Replacement

This agreement will include replacement of any part that becomes worn or inoperable, or that otherwise affects the equipment's operability in any way with no additional cost to the State.

Parts replaced by the Contractor under this agreement shall be new, factory manufactured, or of equivalent quality. Contractor agrees to maintain an adequate supply and/or be able to obtain within a reasonable amount of time any necessary replacement parts in order to perform repairs and maintenance in a timely manner.

## 9. Consumables

As part of this agreement, the Contractor shall also provide the following reagents, controls, consumables, calibrators specific to the hematology analyzer on a monthly basis. Shipping cost shall be incurred by the Contractor.

## 10. Qualifications

Contractor must have service technicians who have been factory-trained on the equipment specified herein. Contractor must provide the State with proof of the required training for each of the service technicians providing services under this agreement.

If the Contractor is unable to provide appropriate factory training for the service technicians, a minimum of three (3) consecutive years of experience in maintaining and repairing the equipment specified herein may be substituted. Contractor must provide the State with proof of the required experience for each of the service technicians providing services under this agreement.

Acceptable proof would be letters of reference that specify the service technician's name, the equipment services, the dates that services were provided, and verification that the service performed was satisfactory.

Services will be performed only by Contractor service technicians who meet these requirements. Apprentices or trainees are not acceptable.

## 11. Training

As part of this agreement, Contractor shall provide training on the proper usage to the Contract Liaison and respective users of the hematology equipment at no additional cost to the State.

## 12. Hospital/Medical Equipment

All services provided by the Contractor, including calibration, preventative maintenance, safety inspections, etc. must conform to all applicable City, County, State and Federal laws, ordinances, regulations, guidelines, pamphlets, circulation, letters, or any other applicable directive. This includes, but is not limited to, Title 17 and Title 22, California Code of Regulations, California Rehabilitation Control Regulations, Subchapters 4 and 45, Chapter 5, Safety Orders of the State of California Division of Industrial Safety, Joint Commission of

Accreditation of Hospitals Organization, American Hospital Association, College of American Pathologists, National Association of Fire Protection, California Occupational Health and Safety Administration, National Sanitation Foundation, and the State Fire Marshal's office.

## 12. CDCR Contact Information

Should questions or problems arise during the term of this Agreement, the Contractor should contact the following offices:

- Billing/Payment Issues:  
Department of Corrections and Rehabilitation  
SAO – Accounts Payable “A” Unit  
P.O. Box 187015  
Sacramento, CA 95818-7015
  
- Scope of Work/Performance Issues:  
Contract Liaison: Maria Banerjee, Supervising Clinical Laboratory  
Scientist/Technologist  
Wasco State Prison  
Phone Number: (661) 758-8400, ext. 7013
  
- General Contract Issues:  
Robert J. Gomez, Chief  
IT Acquisitions  
Phone Number: (916) 322-8377  
FAX Number: (916) 323-2845

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

### **1. INVOICING AND PAYMENT**

- a. For services satisfactorily rendered, and upon receipt and approval of Contractor's invoices, the CDCR agrees to pay the Contractor for services in accordance with Exhibit B-1, Rate Sheet, attached hereto and made a part of this Agreement.
- b. Invoices shall include the Agreement Number and shall be submitted in duplicate. Upon completion and acceptance of services, but not more frequently than monthly in arrears, Contractor shall mail invoices to:

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

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

### **2. BUDGET CONTINGENCY CLAUSE**

- a. It is mutually agreed that if the California State Budget Act for the current fiscal year and/or any subsequent fiscal years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor, or to furnish any other considerations under this Agreement, and Contractor shall not be obligated to perform any provisions of this Agreement.
- b. If funding for the purposes of this program is reduced or deleted for any fiscal year by the California State Budget Act, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to Contractor to reflect the reduced amount.

### **3. PROMPT PAYMENT CLAUSE**

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

#### **4. SUBCONTRACTORS**

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

**EXHIBIT B-1  
RATE SHEET**

Make	Model	# of Units	Est. # of Monthly Test Units	Est. # of Years	Annual Warranty/Repair Rate	Total
		1		5		\$ -
<b>TOTAL</b>						\$ -

<b>TOTAL ESTIMATED AGREEMENT AMOUNT =</b>	\$ -
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**EXHIBIT C**  
**DGS IT GENERAL PROVISIONS**

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

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

**EXHIBIT D**  
**CDCR SPECIAL PROVISIONS**

**1. ACCOUNTING PRINCIPLES**

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

**2. SUBCONTRACTOR/CONSULTANT INFORMATION**

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

**3. EMPLOYMENT OF EX-OFFENDERS (DOM 31060.5.5)**

a. Contractor cannot and will not either directly, or on a subcontract basis, employ in connection with this Agreement:

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

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

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

**4. LICENSES AND PERMITS (revised 03/04)**

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

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

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

## 5. **CONFLICT OF INTEREST** [\(revised 01/28/02\)](#)

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

### a. Contractors and Their Employees

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

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

### b. Current State Employees

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

- (4) Officers and employees of the Department must not solicit, accept or receive, directly or indirectly, any fee, commission, gratuity or gift from any person or business organization doing or seeking to do business with the State.

c. Former State Employees

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

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

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

The contractor shall have a continuing duty to keep the State timely and fully apprised in writing of any material changes in the contractor’s business structure and/or status. This includes any changes in business form, such as a change from sole proprietorship or partnership into a corporation or vice-versa; any changes in company ownership; any dissolution of the business; any change of the name of the business; any filing in bankruptcy; any revocation of corporate status by the Secretary of State; and any other material changes in the contractor’s business status or structure that could affect the performance of the contractor’s duties under the Agreement.

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

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

## **6. DISCLOSURE**

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

## **7. SECURITY CLEARANCE/FINGERPRINTING**

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

## **8. NOTIFICATION OF PERSONNEL CHANGES**

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

## **9. NON ELIGIBLE ALIEN CERTIFICATION (Sole Proprietor Contract only) Req'd by SCM, added 04/04**

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

## **10. CONTRACTOR EMPLOYEE MISCONDUCT**

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

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

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

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

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

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

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

The certificate of insurance must include the following provisions:

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

State of California  
California Department of Corrections and Rehabilitation  
IT Acquisitions Unit – Enterprise Information Services

9838 Old Placerville Road, Suite B, 2nd Floor  
Sacramento, CA 95827

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

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

## **12. WORKERS' COMPENSATION**

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

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

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

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

## **13. BLOODBORNE PATHOGENS**

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

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

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

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

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

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

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

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

*SOURCE: California Penal Code (PC) Sections 5054 and 5058; California Code of Regulations (CCR), Title 15, Sections 3285 and 3415, and California Welfare and Institutions Code (WIC) Section 1712.*

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

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

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

*SOURCE: PC Sections 2601, 5054 and 5058; CCR, Title 15, Sections 3173, 3177, 3288, 4696, and 4697; WIC 1712.*

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

*SOURCE: PC Sections 5054 and 5058; CCR, Title 15, Section 3176 (a) and 4696; WIC Section 1712.*

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

*SOURCE: PC Sections 602, 4570.5 and 4571; CCR, Title 15, Sections 3173 and 3289; WIC Section 1001.7.*

- f. Encouraging and/or assisting prison inmates to escape, is a crime. It is illegal to bring firearms, deadly weapons, explosives, tear gas, drugs or drug paraphernalia on CDCR institutions/facilities or camp premises. It is illegal to give prison inmates or wards firearms, explosives, alcoholic beverages, narcotics, or any drug or drug paraphernalia, including cocaine or marijuana. It is illegal to give wards sex oriented objects or devices, and written materials and pictures whose sale is prohibited to minors.

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

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

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

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

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

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

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

- j. Interviews with SPECIFIC INMATES are not permitted. Conspiring with an inmate to circumvent policy and/or regulations constitutes a rule violation that may result in appropriate legal action. Interviews with individual wards are permitted with written consent of each ward if he is 18 years of age or older, or with written consent of a parent, legal guardian, or committing court, if 17 years of age or younger.

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

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

*SOURCE: PC Section 2947.*

## **16. CLOTHING RESTRICTIONS**

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

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

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

## **18. PRISON RAPE ELIMINATION POLICY**

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

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

## **19. SECURITY REGULATIONS**

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

- d. Due to security procedures, the Contractor, Contractor's employees and subcontractors may be delayed at the institution vehicle/pedestrian gates and sally ports. Any loss of time checking in and out of the institution gates and sally ports shall be borne by the Contractor.
- e. Contractor, Contractor's employees and subcontractors shall observe all security rules and regulations and comply with all instructions given by institutional authorities.
- f. Electronic and communicative devices such as pagers, cell phones and cameras/microcameras are not permitted on institution grounds.
- g. Contractor, Contractor's employees and subcontractors shall not cause undue interference with the operations of the institution.
- h. No picketing is allowed on State property.

## **20. GATE CLEARANCE**

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

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

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

**ATTACHMENT A  
BIDDER DECLARATION**

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

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

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

**ATTACHMENT C  
CERTIFICATE OF INSURANCE**

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