



**MASTER SERVICE AGREEMENT (MSA)  
CALIFORNIA PRISON HEALTH CARE SERVICES  
BUSINESS CONSULTING SERVICES**

**STATE OF CALIFORNIA  
DEPARTMENT OF CORRECTIONS AND REHABILITATION**

**REQUEST FOR OFFER**

**LEVERAGED PROCUREMENT AGREEMENT  
FEDERATED DATA CENTER – INSTALLATION SERVICES  
RFO #10-016-ITS**

April 28, 2010

The California Department of Corrections and Rehabilitation (CDCR), California Prison Health Care Services (CPHCS), is requesting offers for Information Technology (IT) Technical Services. The awarded Contractor will install all hardware, software, and related IT goods to a Tier III data center (a.k.a., Federated Data Center [FDC]). The FDC is hosted at the California Office of the State Chief Information Officer, Office of Technology Services (OTech), Gold Camp Data Center, Rancho Cordova, CA. Contractor will report to CPHCS' Chief Information Officer (CIO) or designee. In submitting an offer vendor must comply with the instructions found herein.

The term of proposed Agreement is targeted for June 1, 2010 through June 30, 2011. CPHCS reserves the option to extend Agreement for two (2) additional one-year terms at the same rate of award and/or to add funds up the maximum MSA threshold. The contract award is subject to availability of funds approved for this purpose.

All offers must be signed by an authorized officer of the company or firm who has legal and binding authority. By submitting an offer, Offeror agrees to the terms and conditions of this Request for Offer and in accordance with Offeror's authorized Leveraged Procurement Agreement (i.e., Master Service Agreement [MSA]).

A walk-through of the proposed job site is required for all interested Offerors. The specific date, time, location, and CPHCS contact person will be provided by Addendum to RFO #10-016-ITS. CPHCS anticipates the mandatory one-day site review to occur the week of May 3, 2010 through May 7, 2010.

Offers are due by **4:00 p.m., Wednesday, May 12, 2010. Responses and any required documents must be submitted by electronic mail (e-mail) and clearly labeled to the following departmental contact:**

**Department Contact:**  
California Prison Health Care Services  
Attention: CYNTHIA BASA-PINZON  
P.O. Box 4038  
Sacramento, CA 95812-4038  
(916) 324-8045  
[Cynthia.Basa-Pinzon@cdcr.ca.gov](mailto:Cynthia.Basa-Pinzon@cdcr.ca.gov)

## RESPONSE GUIDELINES

This RFO, Offeror's response, the State's General Provisions – Information Technology (GSPD 401IT, effective 04/12/2007), and applicable IT Personal Services Special Provisions will be made part of the ensuing Standard Agreement and contract file.

Offers must be submitted electronically to the departmental contact address noted on page 1. All pages of Offeror's response received prior to due date and time will be considered. CPHCS assumes no responsibility if Offeror cannot transmit their response electronically to departmental e-mail address and/or if entire response is not received prior to RFO due date.

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

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

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

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

- a. The insurer will not cancel insured's coverage without 30 days prior written notice to the State<sup>1</sup>; and
  - b. The State of California is included as additional insured.
7. Proof of Worker's Compensation Insurance;

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

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<sup>1</sup> "Days" means calendar days unless otherwise specified.

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

Exhibit B-1 (Rate Sheet) must provide: 1) quantity of commodity/product; 2) description of commodity/product; 3) service description/deliverable; 5) personnel classification; 6) estimated hours per service/deliverable; 7) price [per service/deliverable]; 8) annual maintenance and support cost; and 9) total cost. The ensuing Agreement will be invoiced and reimbursed on a deliverable (i.e., fixed cost) basis.

- a. An example of Offeror's proposed Rate Sheet (Exhibit B-1) has been included within RFO (page 15).

**Any modifications to SOW of the ensuing Agreement will be defined, documented and mutually agreed upon by Contractor and CIO, or designee, and will be paid based on a time and materials rate or fixed-cost as proposed on Exhibit B-1 (Rate Sheet).**

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

Not applicable. For purposes of this RFO, subcontracting of proposed services will not be permitted.

10. Contractor's Small Business and/or Disabled Veteran's Business Enterprise Certification, if applicable;

11. Completed Payee Data Record (STD 204) - (Attachment A);

12. A detailed description of Contractor's approach for completing the services requested in Exhibit A (Statement of Work), Section C (Scope of Services) including, but not limited to, the functions, roles, and responsibilities of vendor personnel;

13. A description of Offeror's expertise and experience (e.g., total years in business, etc.) performing IT installation services as requested in Exhibit A (Statement of Work);

14. Three (3) customer references for Offeror to verify engagement(s) similar in scope as requested in Exhibit A (Statement of Work);

- a. Include a brief narrative of project description and Offeror's role for each reference provided.
- b. Customer references will be used to verify information provided by Offeror for selection purposes.

15. Resumes of vendor personnel must include: a) all relevant work experience; b) a start and end date of each job cited; and c) personal qualifications and experience(s) in performing IT consultant services;

16. Copies of IT certifications acknowledging skills and competency in project development, installation services, and support activities.

17. Other Requirements:

Contractor is required to complete the following documents prior to award.

**Do not submit the following with your response.**

## a. Contractor Confidentiality Statement (Attachment B):

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

## b. Non-Disclosure Agreement (Attachment C)

## c. Statement of Economic Interests (Form 700) - (Attachment D)

Interested Offerors may submit questions and/or requests for clarification, via e-mail, to [Cynthia.Basa-Pinzon@cdcr.ca.gov](mailto:Cynthia.Basa-Pinzon@cdcr.ca.gov). CPHCS responses to questions that provide new and/or additional information will be disclosed to all Offerors unless considered confidential and/or proprietary.

**KEY DATES**

| <b>Event</b>   | <b>Date</b>                 | <b>Time</b> |
|--|-----------------------------|-------------|
| Release of Request for Offer                         | 04/28/2010                  |             |
| Questions or Clarifications Submittal (latest date)  | 05/06/2010                  | 4:00 p.m.   |
| Offer Response Submission Due Date                   | 05/12/2010                  | 4:00 p.m.   |
| Comparison of Offers and Interview(s), if warranted. | 05/17/2010 to<br>05/21/2010 |             |
| Best Value Determination – Selection of Vendor       | 05/24/2010                  | 4:00 p.m.   |
| Proposed Contract Start Date <sup>2</sup>            | 06/01/2010                  |             |

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<sup>2</sup> Date subject to change.

## SELECTION PROCESS

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

| <b>Best Value Criteria</b>  |           |
|---|-----------|
| Technical Experience:   | 40 Points |
| For each personnel performing IT installation services:   |           |
| • IT career certification acknowledging skills and competency in area of IT project development and/or support activities;                | 0-10      |
| • Possession of a bachelor’s or equivalent university degree in management information systems or computer science;                       | 0-10      |
| • At least five (5) years experience performing system migration and project management consultant services; and                          | 0-10      |
| • Knowledge of state IT policy and governance processes.  | 0-10      |
| Administrative Criteria:  | 30 Points |
| • Completeness of response package;   | 0-10      |
| • Detailed resumes for vendor personnel describing qualifications and work experience(s) that support Statement of Work requirements; and | 0-10      |
| • Three (3) references for Offeror and/or company or firm. <sup>3</sup>   | 0-10      |
| Cost:   | 30 Points |
| • Lowest cost proposal will receive full cost points and each proposal with higher cost will receive a percentage of total points.        | 0-30      |

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

### EXHIBITS AND ATTACHMENTS:

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

<sup>3</sup> Customer references must support technical services offered.

## **EXHIBIT A STATEMENT OF WORK**

### **A. BACKGROUND AND PURPOSE**

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

On June 6, 2008, federal Receiver, J. Clark Kelso, issued a plan called "Achieving a Constitutional Level of Medical Care in California's Prisons" (Plan), available at [http://www.cphcs.ca.gov/docs/court/ReceiverTurnaroundPlan\\_060608.pdf](http://www.cphcs.ca.gov/docs/court/ReceiverTurnaroundPlan_060608.pdf). The Plan calls for numerous actions to be performed over the next three-to-five years by California Prison Health Care Services (CPHCS) to meet constitutionally acceptable and sustainable levels of inmate-patient medical care.

All activities of the Receivership have one common purpose: to create a collaborative environment where custody and health care staff improve upon the quality of medical services in California prisons to meet constitutional standards while reducing avoidable morbidity and mortality. The Receiver has also adopted organizational change strategies suggested by the Institute of Medicine (Crossing the Quality Chasm, A New Health System for the 21st Century, Washington D.C., National Academy Press, 2001). One strategy is to improve CDCR's information technologies for clinical information and decision support.

To increase government efficiency through improvements to California's IT systems, the Receiver has dedicated resources to adhere to objectives the Governor has communicated in Executive Order (EO) S-03-10, dated February 9, 2010. The EO requires a standardization of IT governance, increased transparency in spending for cost savings, and reduced energy usage from IT operations. Specific improvements include, but are not limited to: 1) a reduction of total data center square footage by 25 percent before July 2010; and 2) transition of all mission critical and public-facing applications to a Tier III data center (i.e., Federated Data Center). The FDC is intended to be the gateway or transition environment from a discreet, standalone server environment to a virtualized environment sharing storage, network, and ultimately computing resources.

To establish the FDC, CPHCS seeks a qualified Contractor for installation of all hardware, software, and related IT equipment to back-up all mission critical and public-facing applications to a Tier III data center.

### **B. CONTRACTOR QUALIFICATIONS**

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

#### **Mandatory Qualifications:**

1. IT career certification acknowledging skills and competency in area of IT project development and/or support activities;
2. Possession of a bachelor's or equivalent university degree in management information systems or computer science;

3. At least five (5) years experience performing system migration and project management consultant services; and
4. Knowledge of state IT policy and governance processes.

**Desirable Qualifications:**

1. Project Management Professional (PMP) Certification;
2. Experience installing IT equipment within a Tier III data center;
3. Knowledge of installation, operations, maintenance, and repair of IT equipment;
4. Ability to plan, schedule, and/or manage workload to meet project deliverables involving installation services; and
5. Knowledge of CPHCS and/or CDCR operations.

**C. SCOPE OF SERVICES**

This Scope of Services (Scope) includes all hardware, software and service requirements for installation of IT equipment in the FDC.

- Network design and configuration of IT equipment is not included in this Scope.

Contractor shall provide IT installation and implementation services including, but not limited to, all of the following:

1. Any and all necessary tools to complete installation of IT equipment.
  - a. IT equipment is defined as devices used in processing of data electronically (e.g., mainframes, network devices, etc.).
2. The unpacking tagging, placement, inspection, and accountability of IT equipment with CPHCS oversight;
  - a. Equipment accountability will be by model number, serial number, and physical location. Additional methods of accountability will be mutually agreed upon by CPHCS and Contractor, and made a part of the Standard Agreement.
  - b. Contractor shall be relieved from all risk of loss or damage to equipment purchased during periods of transportation.
3. An adequate number of industry certified service technicians for installation of IT equipment;
4. A timeline and pre-install report to CPHCS on Gold Camp's infrastructure and installation of IT equipment;
5. Installation of all equipment in accordance with an agreed-to-date (i.e., installation due date) that shall be binding on Contractor. A maximum of thirty (30) calendar days has been targeted for Contractor installation of all IT equipment;
  - a. Installation will include upgrading to Operating System (OS) levels as specified by CPHCS.
  - b. In the event Contractor fails to install IT equipment by installation date due to the fault or negligence of Contractor, CPHCS may impose Section 1.a., of the State Model IT Purchase Special Provisions (Liquidated Damages), which will be incorporated by reference in the ensuing Agreement.

6. Acceptance testing of equipment (including operating system software) to ensure that IT equipment:
  - a. Operates in substantial accord with manufacturer's and CPHCS' technical specifications;
  - b. Is adequate to perform as warranted by Contractor's response to this RFO; and
  - c. Exhibits a satisfactory level of performance and reliability prior to acceptance by CPHCS.
7. Equipment to be installed includes operating software that shall be present for acceptance test unless substitute operating software acceptable to CPHCS is provided<sup>4</sup>;
  - a. Acceptance testing shall commence on a date and time mutually agreed to by Contractor and CPHCS, and shall end when equipment has met a standard of performance mutually agreed upon by both parties for a specified period of time (e.g., 240 hours).
  - b. Operation of equipment to confirm its proper installation shall be considered to be a part of the acceptance test.
8. A minimum of one (1) year service warranty beginning the first day after CPHCS' acceptance of services, which covers installation of all hardware, software, and related IT components.
  - a. With installation of hardware and firmware/OS products, Offerors response must include installation repairs and preventive maintenance to maintain optimal service level of equipment;
9. Work Authorization:

Either party may at any time propose a change to Scope. If Contractor believes that such change will increase Contractor's costs or delay completion, the parties will negotiate in good faith to try to accommodate such requests. Contractor will price any additional fees, at CPHCS' option, based on time and material rate(s) or fixed cost. Contractor will disclose and explain to CPHCS its method of pricing a change order. At CPHCS' request, the parties will use project estimation tools to aid in determining pricing and to ensure that it is competitive in the marketplace. No change will be effective unless and until set forth in a written amendment to the Scope, which is approved and signed by the parties. Any agreed upon modifications will be performed by Contractor in accordance with the amendment and Agreement provisions. Any failure to agree to a proposed change will not impair the enforceability of other Agreement terms or in Scope.
10. Any damage caused by Contractor to Gold Camp data center shall be repaired by Contractor to the satisfaction of OTech and CPHCS representative(s).

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<sup>4</sup> Installation shall include upgrading to OS levels as specified by CPHCS' FDC team.



In addition to services above, Contractor is required to install the following IT equipment:

| <b>Product Number</b> | <b>Product Description</b>                                   | <b>Qty</b> |
|-----------------------|--|------------|
| ASR1006               | Cisco ASR1006 Chassis, Dual P/S                              | 2          |
| ASR1000-ESP20         | Cisco ASR1000 Embedded Services Processor, 20G               | 4          |
| ASR1000-SIP10         | Cisco ASR1000 SPA Interface Processor 10                     | 2          |
| SPA-1X10GE-L-V2       | Cisco 1-Port 10GE LAN-PHY Shared Port Adapter                | 2          |
| XFP-10GLR-OC192SR     | Multirate XFP module for 10GBASE-LR and OC192 SR-1           | 2          |
| ASR1000-SPA           | SPA for ASR1000; No Physical Part; For Tracking Only         | 2          |
| SPA-10X1GE-V2         | Cisco 10-Port Gigabit Ethernet Shared Port Adapter           | 2          |
| SFP-GE-S              | 1000BASE-SX SFP (DOM)  | 20         |
| ASR1000-SPA           | SPA for ASR1000; No Physical Part; For Tracking Only         | 2          |
| ASR1000-SIP10         | Cisco ASR1000 SPA Interface Processor 10                     | 2          |
| SPA-1X10GE-L-V2       | Cisco 1-Port 10GE LAN-PHY Shared Port Adapter                | 6          |
| XFP-10GLR-OC192SR     | Multirate XFP module for 10GBASE-LR and OC192 SR-1           | 6          |
| ASR1000-SPA           | SPA for ASR1000; No Physical Part; For Tracking Only         | 4          |
| MEMUSB-1024FT         | 1GB USB Flash Token  | 2          |
| CAB-1900W-US2         | Power Cord, 250VAC 20A, Right Angle C19, NEMA L6-20 Plug, US | 4          |
| ASR1006-PWR-AC        | Cisco ASR1006 AC Power Supply                                | 4          |
| ASR1000-RP2           | Cisco ASR1000 Route Processor 2, 8GB DRAM                    | 2          |
| M-ASR1K-RP2-8GB       | Cisco ASR1000 RP2 8GB DRAM                                   | 2          |
| M-ASR1K-HDD-80GB      | Cisco ASR1000 RP2 80GB HDD                                   | 2          |
| ASR1000-RP2           | Cisco ASR1000 Route Processor 2, 8GB DRAM                    | 2          |
| M-ASR1K-RP2-8GB       | Cisco ASR1000 RP2 8GB DRAM                                   | 2          |
| M-ASR1K-HDD-80GB      | Cisco ASR1000 RP2 80GB HDD                                   | 2          |
| SASR1R2-AISK9-26SR    | Cisco ASR 1000 Series RP2 ADVANCED IP SERVICES               | 2          |
| CSACS-5.1-VM-K9       | ACS 5.1 VMWare Software And Base License                     | 2          |
| CSACS-5-BASE-LIC      | Cisco Secure ACS 5 Base License                              | 2          |
| DCNM-NXACC-100-K9     | 100 switch license for Nexus 5k/2k,1k and 4k platforms       | 1          |
| N5K-C5020P-BF         | N5000 2RU Chassis no PS 5 Fan Modules 40 ports (req SFP+)    | 8          |
| SFP-10G-SR            | 10GBASE-SR SFP Module  | 320        |
| N5KUK9-401AN2.1A      | Nexus 5000 Base OS Software Rel 4.0.1a.N2.1a                 | 8          |
| N5K-PAC-750W          | Nexus 5020 PSU module, 100-240VAC 750W                       | 16         |
| CAB-AC-250V/13A       | North America,NEMA L6-20 250V/20A plug-IEC320/C13 receptacle | 16         |

|                 |   |     |
|-----------------|---|-----|
| N5K-M1600       | N5000 1000 Series Module 6port 10GE(req SFP+)                 | 8   |
| SFP-10G-SR      | 10GBASE-SR SFP Module   | 48  |
| N5K-M1600       | N5000 1000 Series Module 6port 10GE(req SFP+)                 | 8   |
| SFP-10G-SR      | 10GBASE-SR SFP Module   | 48  |
| N5020-ACC-KIT   | Nexus 5020 Accessory Kit, Option                              | 8   |
| N7K-C7010       | 10 Slot Chassis, No Power Supplies, Fans Included             | 6   |
| N7K-C7010-FAB-1 | Nexus 7000 - 10 Slot Chassis - 46Gbps/Slot Fabric Module      | 18  |
| N7K-AC-7.5KW-US | Nexus 7000 - 7.5KW AC Power Supply Module US (cable included) | 18  |
| N7K-C7010-FD-MB | Nexus 7010 Front Door Kit                                     | 6   |
| N7K-C7010-AFLT  | Nexus 7010 Air Filter   | 6   |
| N7KS1K9-42      | Cisco NX-OS Release 4.2                                       | 6   |
| N7K-LAN1K9      | Nexus 7000 LAN Enterprise License (L3 protocols)              | 6   |
| N7K-ADV1K9      | Nexus 7000 Advanced LAN Enterprise License (VDC, CTS ONLY)    | 6   |
| DCNM-N7K-K9     | DCNM LAN Enterprise License for one Nexus 7000 Chassis        | 6   |
| DCNM-N7K-PAK    | DCNM LAN Enterprise License for a Pack of Nexus 7000 Chassis  | 6   |
| N7K-M132XP-12   | Nexus 7000 - 32 Port 10GbE, 80G Fabric (req. SFP+)            | 6   |
| SFP-10G-SR      | 10GBASE-SR SFP Module   | 192 |
| N7K-SUP1        | Nexus 7000 - Supervisor, Includes External 8GB Log Flash      | 6   |
| N7K-CPF-2GB     | Nexus Compact Flash Memory 2GB (Expansion Flash - Slot 0)     | 6   |
| N7K-SUP1        | Nexus 7000 - Supervisor, Includes External 8GB Log Flash      | 6   |
| N7K-CPF-2GB     | Nexus Compact Flash Memory 2GB (Expansion Flash - Slot 0)     | 6   |
| N7K-M132XP-12   | Nexus 7000 - 32 Port 10GbE, 80G Fabric (req. SFP+)            | 6   |
| SFP-10G-SR      | 10GBASE-SR SFP Module   | 192 |
| SFP-10G-LR      | 10GBASE-LR SFP Module   | 6   |
| N7K-M148GS-11   | Nexus 7000 - 48 Port 1G, SFP                                  | 6   |
| GLC-SX-MM       | GE SFP, LC connector SX transceiver                           | 288 |
| GLC-T           | TX SFP  | 24  |
| N2K-C2248TP-1GE | N2K GE, 2PS, 1 Fan Module, 48x100/1000-T+4x10GE (req SFP+)    | 48  |
| SFP-10G-SR      | 10GBASE-SR SFP Module   | 96  |
| CAB-AC-250V/13A | North America,NEMA L6-20 250V/20A plug-IEC320/C13 receptacle  | 96  |
|                 | Tipping Point 2500N – 3Gigabit Processing                     | 3   |
|                 | Tipping Point Core Controller Base Chassis                    | 3   |
|                 | Tipping Point 10 Gigabit XFP Short Range SFP                  | 18  |
|                 | Tipping Point ZPHA Partner SR for 1-10Gigabit Segment Kit SR  | 9   |

|                    |  |     |
|--------------------|--|-----|
|                    | Tipping Point SMS Security Management System                       | 1   |
| TSM-24             | Western Telematic – Console Server, 8 Port, AC Power               | 6   |
| J8712A             | HP – ProCurve Switch zl 875W Power Supply                          | 12  |
| J8702A             | HP 24-Port, 10/100/1000 PoE module for 5400 switches               | 6   |
| J4858C             | HP - ProCurve Gigabit SX-LC Mini-GBIC                              | 144 |
| J8706A             | HP - ProCurve Switch zl 24p Mini-GBIC Module                       | 6   |
| J9145#ABA          | HP - Lan Device, 24 Port Gig Ethernet                              | 42  |
| J4858C             | HP - ProCurve Gigabit SX-LC Mini-GBIC                              | 84  |
| J8994A             | HP - Premium Edge License for Switch 5400 Series                   | 6   |
|                    | Brocade DCX Directors  | 2   |
| 5508W-ENT          | NetScout - nGenius Performance Manager Appliance                   | 1   |
| 6995/HS            | NetScout - nGenius InfiniStream 4-Port 10 Gigabit Configurable 8TB | 1   |
| 315-0646           | nGenius 10 Gigabit SR XFP  | 4   |
| ASA 5520-BUN-K9    | Cisco ASA 5520 Appliance with SW, HA, 4GE+1FE, 3DES/AES            | 2   |
| ASA 5580-PWR-AC    | Cisco ASA 5580 AC Power Supply                                     | 6   |
| ASA 5580-4GE-FI    | ASA 5580 4-Port Gigabit Ethernet Interface Card, SR, LC            | 12  |
| ASA 5580-2X10GE-SR | ASA 5580 2-Port 10Gigabit Ethernet Interface Card, SR, LC          | 24  |
| CAB-US515P-C19-US  | NEMA 5-15 to IEC-C19 13ft US                                       | 12  |

#### **D. PROJECT ASSUMPTIONS AND CONSTRAINTS**

1. The work location will be the California Office of the State Chief Information Officer, Office of Technology Services (OTech), Gold Camp Data Center, Rancho Cordova, CA.
  - a. Preliminary timeline for establishing FDC operations is from April 2010 through August 2010 (i.e., from procurement of goods/services, to network infrastructure, to implementation, to FDC readiness date).
2. Gold Camp data center has adequate power (i.e., terminals to electrical box are live), installed overhead cable raceway and ladder racking, and under floor power whips.
  - a. Structured cabling design and/or installation are not included in this RFO.
  - a. All equipment to be installed shall be new and the latest model in current production.
3. Work hours for this Agreement must be consistent with CPHCS normal business hours 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding State holidays.
4. Contractor's performance of deliverables may occur during or outside normal business hours only upon prior written approval from CPHCS' CIO or designee.
  - a. Contractor shall comply with OTech's and/or CPHCS' requirements that may require equipment deliveries are within defined time frames due to security policies.

5. Any modifications of the ensuing Agreement's Scope will be defined, documented and mutually agreed upon by Contractor and CIO or designee.
6. Services not specified in Scope may only be performed pursuant to a work authorization signed by CPHCS. In no event will the total amount paid for such work exceed ten percent (10%) of the value of IT installation services required by the ensuing Agreement.
7. Contractor must submit, in advance, a resume of all personnel substitutions. All Contractor substitutions must be approved by CPHCS' CIO or designee prior to commencement of work.
8. CPHCS, in its sole discretion, reserves the right to require Contractor to substitute personnel.
9. CPHCS reserves the right to renegotiate services deemed necessary to meet FDC needs according to State priorities. CPHCS and Contractor shall mutually agree to all changes; and renegotiated services outside the Scope may require control agency approval prior to commencement of work.
10. CPHCS and Contractor are mutually obligated to keep open channels of communications to ensure successful performance of the awarded Agreement. Both parties will be responsible for communicating any potential problem(s) or issue(s) to CPHCS' CIO and the Contractor, respectively, within two (2) hours of becoming aware of said problem(s).
11. Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in performance of this Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

**E. CPHCS ROLES AND RESPONSIBILITIES**

1. CPHCS will provide Contractor with a floor plan of the Gold Camp data center showing FDC location and each item of IT equipment to be installed.
2. CPHCS will be responsible for receiving, reviewing, and monitoring installation of FDC goods and services.
3. CPHCS will help resolve and escalate installation issues as necessary.
4. CPHCS will be responsible for any delay, cost increase, or other consequence(s) caused by CPHCS' failure to fulfill its responsibilities as set forth herein.
  - a. In the event of any claim for equitable adjustment to price, schedule, or both, the parties will negotiate in good faith regarding execution of an amendment; and
  - b. If Contractor determines that a delay exists or is probable due to a failure of CPHCS, Contractor will promptly notify CPHCS in writing.
5. CPHCS will provide Contractor access to FDC for installation and servicing of IT equipment.

**F. CONTRACTOR ROLES AND RESPONSIBILITIES**

In addition to Scope of Services specified in Item C above, Contractor is required to do all of the following:

1. Comply with all applicable State and Agency policies and procedures, including those enumerated in Exhibit C (Special Provisions). By accepting an Agreement, Contractor acknowledges and agrees to provisions of Exhibit C;
2. Return all State property including security badges, computer laptop, work products, etc., prior to termination of the Agreement;
3. Complete an Application for Identification Card, and/or Emergency Notification form to gain entrance to the FDC; and
4. Perform any other duties as requested by CPHCS' CIO or designee.

**G. PERIOD OF PERFORMANCE**

It is estimated that the awarded Agreement will begin on or about June 1, 2010 through June 30, 2011. CPHCS reserves the option to extend Agreement for two (2) additional one-year terms at the same rate of award and/or to add funds up the maximum MSA threshold. The contract award is subject to availability of funds approved for this purpose.

**H. EVALUATION OF CONTRACTOR**

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

"Days" means calendar days unless otherwise specified.

**I. TERMINATION**

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

**J. CPHCS CONTRACT MANAGER**

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

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

**1. INVOICING AND PAYMENT**

For services satisfactorily rendered, and upon receipt and approval of an invoice, CPHCS agrees to reimburse Contractor on a fixed-price deliverable basis in accordance with Exhibit B-1 (Rate Sheet).

Contractor shall submit an invoice in triplicate (with original signatures in blue-ink) specifying work delivered, number of hours performed, cost, and any outstanding issues and/or concerns that need to be addressed.

- a. Invoices for reimbursement on a deliverable basis shall not be submitted more frequently than monthly in arrears and payments will not exceed ninety percent (90%) of the total price (i.e., deliverable cost). The ten percent (10%) withholding will be payable upon completion of all deliverables and final acceptance by CPHCS.

Invoices shall be submitted with all supporting documentation that properly details all charges. Contractor's invoices submitted to CPHCS must identify the Agreement number. Any invoice submitted without the above referenced information may be returned to Contractor for re-processing.

Upon completion of services to the satisfaction of CPHCS, Contractor shall address and submit invoice to the following:

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

**2. BUDGET CONTINGENCY CLAUSE**

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

**3. PROMPT PAYMENT CLAUSE**

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

**4. TRAVEL AND MISCELLANEOUS EXPENSES**

For purposes of this RFO, all travel related expenditures are the sole responsibility of bidders.



**EXHIBIT C**  
**CDCR SPECIAL PROVISIONS**

**1. ACCOUNTING PRINCIPLES**

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

**2. SUBCONTRACTOR/CONSULTANT INFORMATION**

Not applicable. For purposes of this RFO, subcontracting of proposed services will not be permitted.

**3. EMPLOYMENT OF EX-OFFENDERS**

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

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

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

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

**4. LICENSES AND PERMITS**

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

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

Contractor fails to keep in effect at all times all required license(s) and permit(s), the State may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.



## 5. **CONFLICT OF INTEREST**

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

### a. **Contractors and Their Employees**

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

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

### b. **Current State Employees**

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

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

**c. Former State Employees**

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

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

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

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

material changes in the Contractor's business status or structure that could affect the performance of the Contractor's duties under the Agreement.

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

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

## **6. SECURITY CLEARANCE/FINGERPRINTING**

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

## **7. 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.

## **8. NON ELIGIBLE ALIEN CERTIFICATION**

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

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

## **9. BLOODBORNE PATHOGENS**

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

## **10. TUBERCULOSIS (TB) TESTING**

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

Contractors and their employees shall be required to furnish to CDCR, at no cost to CDCR, a form CDCR 7336, "Employee Tuberculin Skin Test (TST) and Evaluation," prior to assuming their contracted duties and annually thereafter, showing that the Contractor and

their employees have been examined and found free of TB in an infectious stage. The form CDCR 7336 will be provided by CDCR upon Contractor's request.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **12. 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.

## **13. TOBACCO-FREE ENVIRONMENT**

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

## **14. 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.

## **15. FACILITY CLEARANCE**

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

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

## **16. BUSINESS ASSOCIATE AGREEMENT**

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

[http://www.cdcr.ca.gov/Divisions\\_Boards/Plata/HIPPA\\_ExhibitG.html](http://www.cdcr.ca.gov/Divisions_Boards/Plata/HIPPA_ExhibitG.html).

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

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

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

**ATTACHMENT B**  
**CONTRACTOR CONFIDENTIALITY STATEMENT**

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

I certify that I have no personal or financial interest and no present or past employment or activity which would be incompatible with my participation in any activity related to the planning or procurement processes for the Federated Data Center (RFO #10-016-ITS). For the duration of my involvement in this Project, I agree not to accept any gift, benefit, gratuity or consideration, or begin a personal or financial interest in a party who is offering, or associated with a business, on the Project.

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

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

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

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

Organization: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

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

Email Address: \_\_\_\_\_



**ATTACHMENT C  
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 Federated Data Center (FDC). Based on my involvement with the FDC, 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 FDC and related initiative(s)/procurement(s) thereof.

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

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

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

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

Title \_\_\_\_\_

Organization: \_\_\_\_\_

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

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

Email Address: \_\_\_\_\_

**ATTACHMENT D**  
**STATEMENT OF ECONOMIC INTERESTS (FORM 700)**

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

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