



**MASTER SERVICE AGREEMENT (MSA)
CALIFORNIA PRISON HEALTH CARE SERVICES
INFORMATION TECHNOLOGY SERVICES DIVISION**

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

REQUEST FOR OFFER

**INFORMATION TECHNOLOGY CONSULTING SERVICES
ENTERPRISE DATA WAREHOUSE SERVICES**

RFO #10-014-ITS

May 13, 2010

The California Department of Corrections and Rehabilitation (CDCR), California Prison Health Care Services (CPHCS), is requesting offers for Information Technology (IT) Consultant Services (i.e., Enterprise Data Warehouse) to provide assistance, leadership, guidance, oversight, support, and implementation of an enterprise data warehouse, business intelligence, and reporting solution (Solution). The Contractor (i.e., Technical Leader) will report to CPHCS' Chief Information Officer (DCIO) or designee. In submitting an offer vendor must comply with the instructions found herein.

The term of the proposed Agreement is targeted for June 15 2010 through May 31, 2012. CPHCS reserves the option to extend Agreement for one (1) additional year at the same rate of award, and/or to add additional funds up to 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]).

Offers are due by **4:00 p.m., Monday, June 1, 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

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 is not responsible for any e-mail loss and/or failure to receive an Offeror's response. 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, unless otherwise specified herein. 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 vendor contact person;
4. Submission date of Offer;
5. A copy of Offeror's MSA contract that includes the California Department of General Services (DGS) logo, MSA contract number, term and DGS' signature approval;
6. Copy of Liability Insurance Certificate;

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

- a. The insurer will not cancel insured's coverage without 30 days prior written notice to the State¹; 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 the provision that insurer will not cancel the insured's coverage without 30 days prior written notice to the State.

¹ "Days" means calendar days unless otherwise specified.

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

Exhibit B-1 (Rate Sheet) must provide: 1) service description/deliverable; 2) personnel classification; 3) estimated hours per service/deliverable; 4) price [per service/deliverable]; and 5) 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.

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) – (Attachment A);

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

- a. At CPHCS' option prior to award, contractors maybe required to submit additional written clarifying information (e.g., STD. 843 – Disabled Veteran Business Enterprise Declaration, etc.). Failure to submit the requested information as specified may be grounds for bid rejection.

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

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

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 C):

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

b. Non-Disclosure Agreement (Attachment D)

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

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

KEY DATES

Event	Date	Time
Release of Request for Offer	05/17/2010	
Questions or Clarifications Submittal (latest date)	05/24/2010	4:00 p.m.
Offer Response Submission Due Date	06/01/2010	4:00 p.m.
Comparison of Offers and Interview(s), if warranted.	06/02/2010 - 06/07/2010	
Best Value Determination – Selection of Vendor	06/08/2010	4:00 p.m.
Proposed Contract Start Date ²	06/15/2010	

² Dates subject to change

SELECTION PROCESS

All offers will be reviewed for responsiveness to requirements of this 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.

Best Value Criteria	
Technical Experience:	30 Points
<ul style="list-style-type: none"> • IT career certification acknowledging skills and competency in area of IT project development and/or support activities; 	0-5
<ul style="list-style-type: none"> • Minimum of five (5) years experience performing business intelligence analyses including development and maintenance of data warehouse for a large public and/or private organization. (For example, experience with online analytical processing, extraction, transformation and loading, performance management, predictive analytics, etc.); 	0-5
<ul style="list-style-type: none"> • At least three (3) years of experience in a lead capacity supporting data modeling, system modeling, application system analysis, cubes and report testing; 	0-5
<ul style="list-style-type: none"> • Experience with industry standard business intelligence (BI) platforms (e.g., SharePoint, Oracle BI suite, SAS BI, etc.); 	0-5
<ul style="list-style-type: none"> • Knowledge of SQL, TSQL, and/or PL/SQL, and MDX; and 	0-5
<ul style="list-style-type: none"> • Knowledge of state IT policy and governance processes. 	0-5
Administrative Criteria:	30 Points
<ul style="list-style-type: none"> • Completeness of response package; 	0-10
<ul style="list-style-type: none"> • Detailed resumes for vendor personnel describing qualifications and work experience(s) that support Statement of Work requirements; and 	0-10
<ul style="list-style-type: none"> • Three (3) references for Offeror and/or company or firm.³ 	0-10
Cost:	40 Points
<ul style="list-style-type: none"> • Lowest cost proposal will receive full cost points and each proposal with higher cost will receive a percentage of total points. 	0-40

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).

³ Customer references must support technical services offered.

EXHIBITS AND ATTACHMENTS:

Exhibit A	Statement of Work
Exhibit B	Budget Detail and Payment Provisions
Exhibit B-1	Rate Sheet
Exhibit C	CPHCS Special Provisions
Attachment A	Offeror Declaration Form (GSPD-05-105)
Attachment B	Payee Data Record (STD 204)
Attachment C	Contractor Confidentiality Statement
Attachment D	Non-Disclosure Agreement
Attachment E	Statement of Economic Interests (Form 700)
Appendix A	CDCR EA Data Warehouse / Business Intelligence / Reporting Strategy Overview
Appendix B	CDCR Standards Reference List – Software
Appendix C	CDCR Standards Reference List - Hardware
Appendix D	CDCR Enterprise Architecture Decision Framework

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. 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 in order to meet constitutional standards while reducing avoidable morbidity and mortality. The Receiver has adopted six goals that are necessary for CDCR's health care program to rise to constitutionally acceptable and sustainable levels. The goals are: 1) ensure timely access to health care services; 2) establish a prison medical program addressing the full continuum of health care services; 3) recruit, train and retain a professional quality medical workforce; 4) implement a quality assurance and continuous improvement program; 5) establish medical support infrastructure; and 6) provide for necessary clinical, administrative and housing facilities.

In support of goal #5 (i.e., medical support infrastructure), the Receiver plans to consolidate the current IT infrastructure, provide virtualized solutions, and enhance reporting and analytics through a single enterprise data warehouse, business intelligence, and reporting/analytics solution that will provide CDCR and CPHCS with the tools to make critical business decisions and provide customer information. Full implementation of this project is targeted for a two-year period with three phases.

One of the largest CDCR/CPHCS projects (i.e., the Strategic Offender Management System [SOMS]), will implement a data warehouse solution for CDCR enterprise use. However, there are many other CDCR and CPHCS systems and/or applications that will not be considered within this project. To bridge this gap, this Request for Offer (RFO) seeks a qualified Contractor to design, develop, and implement the CDCR/CPHCS enterprise data warehouse, and provide training and knowledge transfer to the State. Upon implementation of the Solution to the satisfaction of the State, CDCR/CPHCS staff will assume full operations and maintenance of enterprise data warehouse.

B. CONSULTANT QUALIFICATIONS

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

Mandatory Qualifications:

1. IT career certification acknowledging skills and competency in area of IT Project development and/or support activities;
2. Minimum of five (5) years experience performing business intelligence analyses including development and maintenance of data warehouse for a large public and/or private organization. (For example, experience with online analytical processing, extraction, transformation and loading, performance management, predictive analytics, etc.);
3. At least three (3) years of experience in a lead capacity supporting data modeling, system modeling, application system analysis, cubes and report testing;
4. Experience with industry standard business intelligence (BI) platforms (e.g., SharePoint, Oracle BI suite, SAS BI, etc.);
5. Knowledge of SQL, TSQL and/or PL/SQL, and MDX; and
6. Knowledge of State IT policy and governance processes.

Desirable Qualifications:

1. Experience with architecture and design of data marts;
2. Experience in health care technical deployment initiatives;
3. Experience with projects supporting correctional environments and processes;
4. Experience working with State staff and State executives; and
5. Ability to work in a team environment as well as independently.

C. SCOPE OF SERVICES

Contractor will be required to perform specific deliverables that include, but are not limited to, a project management plan, performance metrics, solution design, data security architecture, policies and standards, etc.).

1. In the event Contractor fails to perform any of the following deliverables due to 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.
2. Each deliverable must do all of the following:
 - a. Support and align to the CDCR/CPHCS Data Warehouse, BI, and Reporting Strategy and/or gap analysis strategy to be developed within this SOW;⁴

⁴ See Appendix A

- b. Vetted through appropriate enterprise architecture governance committee(s) and other project committee(s), when applicable;
 - c. Align and consider any existing and/or ongoing technical stack components within CDCR and/or CPHCS (i.e., governance, portal, reporting, business intelligence, data marts, data warehouse, enterprise data warehouse, software, and hardware);
 - d. Consider all stakeholders, projects, applications, and technologies mentioned in this SOW, which may be expanded to include others identified at a later date (i.e., through development of a specific deliverable, etc.); and
 - e. All architecture documentation must be created and maintained in Troux and aligned with CDCR enterprise architecture.
3. Before embarking on any deliverable, Contractor must work with CDCR Offender Data Management Branch and prepare a Description of Deliverables (DOD).
- a. The DOD must be approved CPHCS' CIO, or designee(s), prior to commencement of work.
4. 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 Agreement, 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.

D. SPECIFIC DELIVERABLES

Contractor is required to perform all of the following:

1. Project Management Plan

Develop a planned approach for implementing Contractor's strategy to complete the Solution and development of contract deliverables:

- a. Contractor's strategy must include, but is not limited to, a plan for completing quality reviews and obtaining acceptance from the defined stakeholders.
- b. It is presumed that some deliverables will need to be performed concurrently to complete all deliverables within contract term.
- c. The plan must be approved by CPHCS' CIO or designee (e.g., CDCR Offender Data Management Branch Manager, etc.).

- d. The project schedule must identify all deliverables by number and description, and planned completion date(s).
- e. The plan must include roles and responsibilities for all participants and stakeholders including a communication management section that describes how Contractor will communicate with CPHCS' CIO, CDCR's Offender Data Management Branch Manager, project team and stakeholders, and subject matter experts throughout project period.

Deliverable 1 - Enterprise Data Warehouse Plan, Business Intelligence Plan, and Reporting Project Management Plan (i.e., Project Management Plan) for all phases.

Acceptance Criteria - Approval of deliverable(s) by CPHCS' CIO or designee(s) (e.g., CDCR SOMS Data Conversion/Interface Manager and/or CDCR BIS Technical Manager).

2. Reporting Requirements and Custom Reports

Assess CDCR and CPHCS business reporting requirements and current reports for internal and external customer use.

Contractor will:

- a. Determine if current reports are still applicable based on current and prospective business needs;
- b. Develop a Reporting Requirements Plan that includes a listing of all current reports, relationship(s) to existing data, and a gap analysis of reporting needs (i.e., data gaps based on current and anticipated future business needs for all three phases of implementation (i.e., tactical and strategic reporting and analytics); and
- c. Build approved reports for each phase.

Deliverable 2 - CDCR and CPHCS Requirements and Reports for Business Reports Phase I;

Deliverable 3 - CDCR and CPHCS Requirements and Reports for Business Reports Phase II; and

Deliverable 4 - CDCR and CPHCS Requirements and Reports for Business Reports Phase III.

Acceptance Criteria - Approval of deliverable(s) by CPHCS' CIO or designee(s) (e.g., CDCR SOMS Data Conversion/Interface Manager and/or CDCR BIS Technical Manager).

3. Performance Metrics – Key Performance Indicators

Assess CDCR and CPHCS business goals and develop/implement measurable performance metrics.

Performance metrics must:

- a. Measure CDCR and CPHCS business activities and performance.
- b. Support a range of internal and external customers and constituents.
- c. Follow a process of establishing critical processes/customer requirements (i.e., development of measurements and established targets that results can be scored against.).
- d. Be considered during development of reporting and analytics deliverables for this Statement of Work (SOW).

Deliverable 5 - CDCR and CPHCS Performance Metrics Phase I;

Deliverable 6 - CDCR and CPHCS Performance Metrics Phase II;

Deliverable 7 - CDCR and CPHCS Performance Metrics Phase III;

Acceptance Criteria - Approval of deliverable(s) by CPHCS' CIO or designee(s) (e.g., CDCR SOMS Data Conversion/Interface Manager and/or CDCR BIS Technical Manager).

4. Strategy Validation

Assess and validate CDCR Enterprise Architecture (EA) Data Warehouse, Business Intelligence, and Reporting Strategy Overview for any deficiencies and/or corrections.⁵

Contractor must:

- a. Develop a gap analysis presentation and model; and
- b. Upon gap analysis approval, create a CDCR/CPHCS Data Warehouse, Business Intelligence, and Reporting Strategy, where applicable.

Deliverable 8 - CDCR and CPHCS Data Warehouse Gap Analysis, Business Intelligence Gap Analysis, and Reporting Strategy Gap Analysis.

Acceptance Criteria - Approval of deliverable(s) by CPHCS' CIO or designee(s) (e.g., CDCR SOMS Data Conversion/Interface Manager and/or CDCR BIS Technical Manager).

⁵ See Appendix A

5. Solution Design

Assess and leverage current and prospective CDCR and CPHCS investments to create comprehensive conceptual and detailed designs for each component of the Solution.

Solution designs must:

- a. Reflect the specific segment of technology stack and any and all architecture relationships to other components and related architecture;
- b. Follow existing CDCR policies and standards; and
- c. Consider the full cost impact and alternatives (e.g., licensing costs associated with use of Oracle in a virtualized environment may outweigh benefits of leveraging existing Oracle implementations, etc.).

Deliverable 9 - CDCR and CPHCS Portal Design;

Deliverable 10 - CDCR and CPHCS Reporting Design;

Deliverable 11 - CDCR and CPHCS Business Intelligence Design;

Deliverable 12 - CDCR and CPHCS Data Marts Design;

Deliverable 13 - CDCR and CPHCS Enterprise Data Warehouse Design;

Deliverable 14 - CDCR and CPHCS Data Design;

Deliverable 15 - CDCR and CPHCS Software Design; and

Deliverable 16 - CDCR and CPHCS Hardware Design.

Acceptance Criteria - Approval of deliverable(s) by CPHCS' CIO or designee(s) (e.g., CDCR SOMS Data Conversion/Interface Manager and/or CDCR BIS Technical Manager).

6. Technical Roadmap

Assess and leverage current and prospective CDCR and CPHCS investments to create comprehensive conceptual and detailed roadmap. The technical roadmap will include, but not be limited to:

- a. A detailed cost analysis;
- b. One time and ongoing support and funding needs; and
- c. Recommended solution for implementation in all three phases.

Deliverable 17 - CDCR and CPHCS Technical Roadmap Phase I;

Deliverable 18 - CDCR and CPHCS Technical Roadmap Phase II; and

Deliverable 19 - CDCR and CPHCS Technical Roadmap Phase III.

Acceptance Criteria - Approval of deliverable(s) by CPHCS' CIO or designee(s) (e.g., CDCR SOMS Data Conversion/Interface Manager and/or CDCR BIS Technical Manager).

7. Information/Data Architecture, Policies, and Standards

Assess, develop, design, and implement information and data architecture to ensure flexibility, scalability, and usability. The assessment must include source systems and data elements, data usage, data transformation requirements, and any business rules to address situations where data required may derive from a number of sources dependent upon the situation.

Architecture, policies, and standards must:

- a. Meet State Office of Chief Information Officer (OCIO) requirement to follow Federal Enterprise Architecture Framework and other data standards that exist and/or are being implemented within CDCR;
- b. Align and support any data security architecture and policies that are developed in this SOW;
- c. Consider current and future data volume needs and growth expectations; and
- d. Support existing policies and standards;
 - i. If policies and standards do not exist, Contractor will develop and obtain CDCR/CPHCS approval to ensure architecture and standards align.

Deliverable 20 - CDCR and CPHCS Portal Design;

Deliverable 21 - CDCR and CPHCS Reporting Design;

Deliverable 22 - CDCR and CPHCS Business Intelligence Design;

Acceptance Criteria - Approval of deliverable(s) by CPHCS' CIO or designee(s) (e.g., CDCR SOMS Data Conversion/Interface Manager and/or CDCR BIS Technical Manager).

8. Data Security Architecture, Policies and Standards

Assess, develop, design, and implement data security architecture to support the information, policies and standards.

Architecture must:

- a. Meet OCIO requirements; follow CDCR/CPHCS policies and standards, which exist and/or are being implemented, and industry best practices, where applicable.

- b Consider all data activities including enterprise identity management efforts; and
- c Support existing policies and standards;
 - ii. If policies and standards do not exist, Contractor will develop and obtain CDCR/CPHCS approval to ensure architecture and standards align.

Deliverable 23 - CDCR and CPHCS Data Security Architecture;

Deliverable 24 - CDCR and CPHCS Data Security Policies;

Acceptance Criteria - Approval of deliverable(s) by CPHCS' CIO or designee(s) (e.g., CDCR SOMS Data Conversion/Interface Manager and/or CDCR BIS Technical Manager).

9. Resource and Transition Plans

Assess and develop a CDCR and CPHCS Staffing resource plan that documents staffing required to maintain and support the entire technology stack for all three phases.

At minimum, the resource plan must include all of the following:

- a. Roles and key responsibilities;
- b. Analysis considering existing and future staffing needs;
- c. Proposed organization chart reflecting existing and future staffing needs;
- d. For future staffing needs, State staff classifications to support roles;
- e. For future staffing needs, number of State staff required at each classification;
- f. Key skill sets required for each role/key responsibilities for existing and future staff; and
- g. Necessary contractor augmentation(s) to support roles, if any.

Assess, develop, and implement a CDCR and CPHCS transition plan that documents how the entire technology stack for all three (3) phases will be transitioned from the project team to full operational status; and integrated into ongoing operations and maintenance.

At minimum, the transition plan must include all of the following:

- a. Transition planning strategies;
- b. Schedule reflecting transition from rollout to full operational status;
- c. Facilities needed to support; and
- d. Budget authority required for support, maintenance, and operations.

Deliverable 25 - CDCR and CPHCS Data Design; and

Deliverable 26 - CDCR and CPHCS Software Design.

Acceptance Criteria - Approval of deliverable(s) by CPHCS' CIO or designee(s) (e.g., CDCR SOMS Data Conversion/Interface Manager and/or CDCR BIS Technical Manager).

10. Business and Technical Implementation Plan

Develop and implement a comprehensive CDCR/CPHCS business and technical implementation plan describing how new business processes will occur and changes required to successfully implement the new Solution.

a. The plan must also guide implementation from both a business and technical perspective to ensure Solution is satisfactory from both aspects.

At minimum, the business and technical implementation plan must include and/or address all of the following:

- a. Solution purpose; overview, description, and organization;
- b. What benefits does proposed solution provide?
- c. What will be different from how things operate today?
- d. What are risks to CDCR and CPHCS organizations?
- e. A business and technical implementation overview;
- f. A description of business and technical implementation, facilities, points of contact, major tasks, schedule, security features and implementation;
- g. How will proposed Solution be planned and managed?
- h. A list of key deliverables required from business;
- i. Contractor deliverables;
- j. A testing and back-off plan, and implementation verification;
- k. Performance monitoring; and
- l. Transition to State of California.

Deliverable 27 - CDCR and CPHCS Business and Technical Implementation Plan (all phases).

Acceptance Criteria - Approval of deliverable(s) by CPHCS' CIO or designee(s) (e.g., CDCR SOMS Data Conversion/Interface Manager and/or CDCR BIS Technical Manager).

11. Data Cleansing, Extraction, Transformation, and Loading Plan

Develop and implement a comprehensive CDCR/CPHCS plan on how data will be cleansed, extracted, transformed, and loaded into the Solution.

At minimum, the Data Cleansing, Extraction, Transformation, and Loading Plan must include all of the following:

- a. Data Warehouse Design;
 - i. A blue-print of extraction, transformation, loading, source system mapping, data warehouse access and browsing, data quality and upstream target systems.
- b. Data Warehouse Source Systems;
 - i. Identifies source system(s) from where various data elements can be extracted with minimum reliability and effort.
- c. Data Warehouse ETL Extraction;
 - i. Details the extraction of data from source system(s) to staging database including logic, sequence, timing, and checks.
- d. Data Warehouse ETL Transformation;
 - i. Designs transformation process including standardizing, integrating, cleansing, augmenting, aggregating, and creating data sets for loading into repository.
- e. Data Warehouse ETL Loading;
 - i. Designs loading of data-sets into data warehouse repository to ensure loading uses minimum system resources in an expedient manner.
- f. Data Warehouse Metadata;
 - i. Lists and explains all data warehouse specific metadata components.
- g. Back-Room Data Warehouse Metadata;
 - i. Back-Room Metadata spans across the Data Source and BI Technical Metadata areas, and occupies a large scope (i.e., encompasses ETL metadata, data model, security profiles, and audit/usage details).
- h. Data Warehouse Data Quality Assurance;
 - i. Data warehouse ETL operations are performed through batch processing.
 - ii. Adequate validations are designed to ensure that there is integrity of data through journey from source system to DW repository.
- i. Data Warehouse Job Control and Audit;

- i. Batch processes are core of data warehouse ETL operations.
- ii. The design of managing these batch jobs is crucial for ease of operation and maintenance.
- j. Data Warehouse Sharing and Browsing; and
 - i. Cooked data available in repository needs to be accessible to users through access and browsing services.
- k. Data Warehouse Infrastructure:
 - i. Provides infrastructure considerations unique to data warehouse.
 - ii. Unique considerations are mainly linked to ad-hoc and unpredictable nature of the use of a data warehouse.

Deliverable 28 – CDCR & CPHCS Data Cleansing, Extraction, Transformation, and Loading Plan (all phases)

Acceptance Criteria - Approval of deliverable(s) by CPHCS' CIO or designee(s) (e.g., CDCR SOMS Data Conversion/Interface Manager and/or CDCR BIS Technical Manager).

12. Data Warehouse Governance Plan

Develop and implement a CDCR/CPHCS data warehouse governance plan that includes, but is not limited to, a model, organizational chart, policy, charter, processes, procedures, forms, etc., required to maintain Solution.

- a. Includes assistance with implementation of such governance.
- b. Governance is required for first phase, and must be fully functional for the final phase and maintenance.
- c. Governance model must be implemented based on CDCR/CPHCS capability.

Deliverable 29 – CDCR and CPHCS Data Warehouse Governance Plan.

Acceptance Criteria - Approval of deliverable(s) by CPHCS' CIO or designee(s) (e.g., CDCR SOMS Data Conversion/Interface Manager and/or CDCR BIS Technical Manager).

13. Disaster Recovery Plan

Develop and implement a CDCR and CPHCS Data Warehouse Disaster Recovery Plan that encompasses processes, policies, and procedures related to preparing for recovery or continuation of this critical Solution in the event of a disaster.

- a. The Plan shall include planning for resumption of applications, data, hardware, software, and infrastructure.
 - i. If alternative recovery plans exist that have different budgetary consequences, alternatives including cost and recovery objectives/impacts must be submitted to CDCR/CPHCS for initial review for specific Plan direction.

Deliverable 30 – CDCR and CPHCS Data Warehouse Solution Disaster Recovery Plan.

Acceptance Criteria - Approval of deliverable(s) by CPHCS' CIO or designee(s) (e.g., CDCR SOMS Data Conversion/Interface Manager and/or CDCR BIS Technical Manager).

14. Service Level Agreement(s)

Develop, negotiate, and gain approval(s) for Service Level Agreement (SLA) between CDCR and CPHCS customers and service providers to support the enterprise data warehouse using CDCR's SLA template, where applicable.

- a. At minimum, the SLA must include a mutual understanding of services, priorities, responsibilities, availability, and billing(s), where applicable.

Deliverable 31 – CDCR and CPHCS Service Level Agreement; and

Deliverable 32 – CDCR EIS and OTEC Service Level Agreement

Acceptance Criteria - Approval of deliverable(s) by CPHCS' CIO or designee(s) (e.g., CDCR SOMS Data Conversion/Interface Manager and/or CDCR BIS Technical Manager).

15. Training and Knowledge Transfer

Develop and implement a CDCR and CPHCS Training and Knowledge Transfer Plan that encompasses training subjects and materials, and identifies staff required to maintain and support the entire technology stack for all three phases.

- a. The Training and Knowledge Transfer Plan must include end user training and materials.

Deliverable 33 – CDCR & CPHCS Solution Training & Knowledge Transfer Plans (All Phases);

Deliverable 34 – CDCR and CPHCS End User Training Phase I;

Deliverable 35 – CDCR and CPHCS End User Training Phase II; and

Deliverable 36 – CDCR and CPHCS End User Training Phase III.

Acceptance Criteria - Approval of deliverable(s) by CPHCS' CIO or designee(s) (e.g., CDCR SOMS Data Conversion/Interface Manager and/or CDCR BIS Technical Manager).

16. Other Data Warehouse, Business Intelligence, and Reporting Needs

Throughout this project, there may be unanticipated activities that are essential to achieve the overall strategy of a consolidated enterprise data warehouse.

a. The following deliverables allow for unanticipated activities:

i. These deliverables will be defined as needed throughout the project and will be approved in the same manner as other deliverables (i.e., after creation and acceptance of a description of deliverables).

Deliverable 37 – CDCR and CPHCS Other Data Warehouse, Business Intelligence, and Reporting Needs, Item 1;

Deliverable 38 – CDCR and CPHCS Other Data Warehouse, Business Intelligence, and Reporting Needs, Item 2;

Deliverable 39 – CDCR and CPHCS Other Data Warehouse, Business Intelligence, and Reporting Needs, Item 3;

Deliverable 40 – CDCR and CPHCS Other Data Warehouse, Business Intelligence, and Reporting Needs, Item 4; and

Deliverable 41 – CDCR and CPHCS Other Data Warehouse, Business Intelligence, and Reporting Needs, Item 5.

Acceptance Criteria - Approval of deliverable(s) by CPHCS' CIO or designee(s) (e.g., CDCR SOMS Data Conversion/Interface Manager and/or CDCR BIS Technical Manager).

17. Monthly Status Reports

Contractor must provide a written monthly status report that is due on fifth (5th) of each month.

a. The Project Manager and Consultant shall discuss the monthly report during weekly status meetings.

The monthly status report(s) must include, but are not limited to, all of the following:

a. A summary of overall project status;

b. Work performed during prior month;

c. Work planned for following month;

- d. An updated schedule showing;
 - i. Planned completion dates for all deliverables; and
 - ii. Actual completion dates for all completed deliverables.
- e. Any significant contract deliverable risks or issues; and
- f. Disposition of Contractor's previous findings and recommendations.

Deliverable 42 – Monthly Status Reports

Acceptance Criteria - Approval of deliverable(s) by CPHCS' CIO or designee(s) (e.g., CDCR SOMS Data Conversion/Interface Manager and/or CDCR BIS Technical Manager).

E. PROJECT ASSUMPTIONS AND CONSTRAINTS

1. Consultant's work hours must be consistent with CPHCS normal business hours 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding State holidays.
2. Contractor's performance of deliverables may occur during or outside normal business hours only upon prior written approval from CPHCS' CIO or designee.
2. No overtime pay will be authorized for non-standard work hours.
3. The work location will be at CDCR's Enterprise Information Services, 1900 Alabama Avenue, Rancho Cordova, California, or at another designated location within the greater Sacramento area.
4. Any modifications of the ensuing Agreement's SOW will be defined, documented and mutually agreed upon by Contractor and CPHCS' CIO or designee.
5. Services not specified in Scope may only be performed pursuant to a work authorization signed by CPHCS.
 - a. In no event will the total amount paid for such work exceed ten percent (10%) of the value of IT consultant services required by the ensuing Agreement.
6. Contractor must submit, in advance, a resume of all personnel substitutions. All Contractor substitutions must be approved by CPHCS' CIO, or designee, prior to substituted personnel commencing work.
7. CPHCS, in its sole discretion, reserves the right to require Contractor to substitute personnel;
8. CPHCS reserves the right to renegotiate services deemed necessary to meet project needs according to State priorities. CPHCS and Contractor shall mutually agree to all changes; and renegotiated services outside the SOW may require control agency approval prior to commencement of work.
9. Contractor represents that it has, or shall secure at its own expense, all staff to perform services described in the ensuing Agreement.
10. CPHCS and Contractor are mutually obligated to keep open channels of communications to ensure successful performance of the awarded Agreement. Both parties are responsible for communicating any potential problem(s) or issue(s) to CPHCS' CIO, or designee, 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.

F. CDCR/CPHCS ROLES AND RESPONSIBILITIES

1. CDCR/CPHCS may provide cubicle accommodations at CDCR's Enterprise Information Services, 1900 Alabama Avenue, Rancho Cordova, California or another designated location in the greater Sacramento area.
 - a. Accommodations may include a desk, telephone, computer hardware, and software necessary for performance of work.
2. CDCR/CPHCS will be responsible for monitoring and reviewing of services.

3. CDCR/CPHCS will help resolve and escalate issues within the organization, as necessary.
4. CDCR/CPHCS may provide Contractor access to applicable files, reports, contracts, documents, and other relevant information.
5. CDCR/CPHCS will provide staff availability for consultation meetings.
6. Provision of clerical or other support services is strictly at the option of CDCR/CPHCS.
 - a. Contractor should not assume that CPHCS will provide any assistance of a clerical nature for documents or telephone support.
7. CDCR/CPHCS will be responsible for any delay, cost increase, or other consequence(s) caused by CDCR/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 CDCR/CPHCS, Contractor will promptly notify CDCR/CPHCS in writing.

G. 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).
 - a. 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 Agreement;
3. Be tested for Tuberculosis and certified to be free of tuberculosis on the TB Infectious Free Staff Certification to gain entrance to Institutions;
4. Complete a Request for Gate Clearance Form, Application for Identification Card, and/or Emergency Notification form to gain entrance to Institutions;
5. Agree to abide by the Digest of Laws Related to Association with Prison Inmates; and
6. Perform any other duties as requested by CPHCS' CIO or designee.

H. PERIOD OF PERFORMANCE

The term of the proposed Agreement is targeted for June 15, 2010 through May 31, 2012. CPHCS reserves the option to extend Agreement for one (1) additional year at the same rate of award, and/or to add additional funds up to the maximum MSA threshold.

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 January, 2010).

J. EVALUATION OF CONTRACTOR

The Deputy Chief Information Officer, Clinical Applications, 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 submitted to DGS' Multiple Award Program Section (MAPS), MSA Contract Administrator, 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.

K. CPHCS CONTRACT MANAGER

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

L. CDCR CONTRACT MANAGER

ENTERPRISE DATA MANAGEMENT CHIEF
EDMB, Office of Research
California Department of Corrections and Rehabilitation
1515 S Street, Suite 450 North
Sacramento, CA 95811

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 invoices to both of the following:

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

CHIEF INFORMATION OFFICER
Enterprise Information Systems
California Department of Corrections and Rehabilitation
1940 Alabama Avenue
Rancho Cordova, California 95742

2. BUDGET CONTINGENCY CLAUSE

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

3. PROMPT PAYMENT CLAUSE

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

4. SUBCONTRACTOR

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

5. TRAVEL AND MISCELLANEOUS EXPENSES

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

EXHIBIT B-1 RATE SHEET

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

Upon completion of all deliverables to the satisfaction of CPHCS, Contractor services shall be billed and reimbursed on a deliverable basis (i.e., fixed-price) unless otherwise specified.

SERVICE DESCRIPTION/DELIVERABLE	PERSONNEL CLASSIFICATION	EST. HOURS PER SERVICE/DELIVERABLE ⁶⁷	DELIVERABLE PRICE ⁸
Project Management Plan			
Reporting Requirements and Custom Reports			
Performance Metrics – Key Performance Indicators			
Monthly Status Reports			

Other Itemized Costs (if allowed) + _____

Total Costs \$ _____

EXAMPLE

⁶ Estimated number of hours and hourly-rate are for information and staffing purposes only, and will not be subject to evaluation.

⁷ Deliverables 37 through 41 may be estimated using 50 hours of services performed.

⁸ Offeror is required to submit pricing for consulting services of each deliverable as listed in Exhibit A, Item D.

EXHIBIT C
CDCR SPECIAL PROVISIONS

1. ACCOUNTING PRINCIPLES

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

2. SUBCONTRACTOR/CONSULTANT INFORMATION

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

3. EMPLOYMENT OF EX-OFFENDERS

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

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

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

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

4. LICENSES AND PERMITS

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

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

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

5. CONFLICT OF INTEREST

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

a. Contractors and Their Employees

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

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

b. Current State Employees

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

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

c. Former State Employees

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

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

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

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

dissolution of the business; any change of the name of the business; any filing in bankruptcy; any revocation of corporate status by the Secretary of State; and any other material changes in the Contractor's business status or structure that could affect the performance of the Contractor's duties under the Agreement.

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

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

6. DISCLOSURE

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

7. SECURITY CLEARANCE/FINGERPRINTING

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

8. NOTIFICATION OF PERSONNEL CHANGES

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

9. NON ELIGIBLE ALIEN CERTIFICATION

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

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

10. BLOODBORNE PATHOGENS

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

11. TUBERCULOSIS (TB) TESTING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13. CLOTHING RESTRICTIONS

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

14. TOBACCO-FREE ENVIRONMENT

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

15. SECURITY REGULATIONS

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

16. GATE CLEARANCE

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

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

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

17. BUSINESS ASSOCIATE AGREEMENT

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

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

**ATTACHMENT A
OFFEROR DECLARATION**

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

<http://www.documents.dgs.ca.gov/pd/delegations/GSPD-05-105.pdf>

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

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

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

**ATTACHMENT C
CONTRACTOR CONFIDENTIALITY STATEMENT**

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

I certify that I have no personal or financial interest and no present or past employment or activity which would be incompatible with my participation in any activity related to the planning or procurement processes for the Technical Leader (RFO #10-014-ITS). For the duration of my involvement in this Project, I agree not to accept any gift, benefit, gratuity or consideration, or begin a personal or financial interest in a party who is offering, or associated with a business, on the Project.

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

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

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Organization: _____ Telephone Number: _____

Fax Number: _____

Email Address: _____

**ATTACHMENT D
NON-DISCLOSURE AGREEMENT**

I certify that I will hold in confidence all discussions, bids, proposals, correspondence, memoranda, working papers, procurement of goods and services, or any other information on any media, which has any bearing on or discloses any aspect of the Technical Leader (TL). Based on my involvement with the TL, 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 PM 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 Subject Matter Experts, CPHCS' and/or CDCR's employees, CPHCS' prospective bidders, and/or CPHCS and/or CDCR's vendors will keep confidential, and will not disclose to any third party or use, such confidential information, except in the course of their employment by or contractual relationship with the Department, and for the benefit of CDCR. The parties will protect CPHCS' and/or CDCR's confidential information using the same degree of care, but no less than a reasonable degree of care, as such party uses to protect his/her/its own confidential information. The parties will carefully restrict access to CPHCS' confidential information, and they may disclose it only to their employees, contractors, and/or other State agencies that have a need to know it and are bound by obligations of confidentiality.

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

Signature: _____ Date: _____

Printed Name: _____

Title _____

Organization: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

ATTACHMENT E
STATEMENT OF ECONOMIC INTERESTS (FORM 700)

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

<http://www.fppc.ca.gov/forms/700-09-10/Form700-09-10.pdf>