



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

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

**REQUEST FOR QUOTATION  
GOODS AND SERVICES**

**RFQ #10-018-ITS**

April 29, 2010

The California Department of Corrections and Rehabilitation (CDCR), California Prison Health Care Services (CPHCS), is requesting quotes for all hardware, software, and services for procurement of Fuji Computed Radiography (FCR System) for Avenal State Prison (ASP).

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

Bids are due by 2:00 p.m., Wednesday, May 12, 2010. **Bids and any requested documents must be submitted by electronic mail (i.e., e-mail) and clearly labeled to the Department contact noted below:**

**Department Contact:**

California Department of Corrections and Rehabilitation  
Attention: CYNTHIA BASA-PINZON  
(916) 324-8045 (telephone)  
[Cynthia.Basa-Pinzon@cdcr.ca.gov](mailto:Cynthia.Basa-Pinzon@cdcr.ca.gov)

## RESPONSE GUIDELINES

This RFQ, bidder's response, and applicable provisions of State Contracting Manual, Volume 3 (Information Technology Acquisitions), will be made part of CPHCS' Purchase Order and procurement file.

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

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

Bids submitted in response to this RFQ 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 bidder's organization, mailing address, telephone and facsimile numbers;
3. Name, telephone number, and electronic mail (i.e., e-mail) address of bidder's contact person;
4. Completed Request for Quotation Form (Exhibit B-1);
5. Bidder Declaration Form (GSPD-05-105) – (Attachment 1);
  - Suppliers must complete the Bidder Declaration and include it with response. When completing the declaration, Bidders must identify all subcontractors proposed for participation in the contract. Bidders awarded a contract are contractually obligated to use the subcontractors for the requested services unless CPHCS agrees to a substitution via amendment to the Purchase Order and supporting documents.
6. Contractor's Small Business Certification, if applicable;
7. Target Area Contract Preference Act (TACPA), if applicable;
8. Enterprise Zone Act (EZA), if applicable;
9. Local Agency Military Base Recovery Act (LAMBRA), if applicable;
10. Completed Payee Data Record (STD 204) - (Attachment 2);
11. Seller's Permit; and
  - Note that award will be conditional on providing Seller's Permit prior to execution of Purchase Order.
12. Other Requirements:

Bidders will be required to complete the following documents prior to execution of Purchase Order.

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

- a. Contractor Confidentiality Statement (Attachment 3):

Interested bidders 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). CDCR responses to bidder questions that provide new or additional information will be provided to all vendors.

### **AWARD OF CONTRACT**

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

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

The awarded Contractor will be obligated to provide goods and services at the cost offered on the Request for Quotation Form submitted (i.e., Exhibit B-1).

### **PROTEST PROVISIONS**

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

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

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

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

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

## EXHIBIT A

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

The California Prison Health Care Receivership Corporation (CPR) is a non-profit organization created to house the activities of the federal Receiver and the California Prison Health Care Services. United States District Court Judge Thelton E. Henderson established the Receivership as the result of a 2001 class action lawsuit (Plata v. Schwarzenegger) 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). This Plan calls for numerous actions to be performed over the next three to five years by California Prison Health Care Services (CPHCS) program 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.

The above goals encompass key aspects of CDCR's health care delivery system and the Receiver is undertaking a broad organizational change to improve its mental, dental and health care programs. One strategy to improve CDCR's health care program is to improve medical records, radiology and laboratory services.

To support establishment of effective radiology and laboratory services, CPHCS seeks quotes for all hardware, software, and services for procurement of a Fuji Computed Radiography System (FCR System) for Avenal State Prison (ASP).

**B. CONTRACTORS QUALIFICATIONS**

1. Bidders must be qualified to do business within the State of California and provide CPHCS with a Seller's Permit. Bidders must submit a California retailer's seller's permit issued by the California State Board of Equalization (BOE), pursuant to all requirements set forth in Revenue and Taxation Code Sections 6452.1, 6487, 6487.3, 7101, and 18510, and Section 10295.1 of the Public Contract Code (PCC).
2. Bidders must be a Fuji-certified dealer and have service representatives trained to install and repair manufacturer's equipment. Bidder shall also have complete access to Fuji's technical support, proprietary hardware and software.

**C. STATEMENT OF WORK**

Bidders shall provide the following goods and services for the correctional facility as attached.

**D. ASSUMPTIONS AND CONSTRAINTS**

1. The work location will be at Avenal State Prison (ASP) #1 Kings Way, Avenal, CA, 93204.
2. Any modifications to the attached SOW of the ensuing Agreement will be defined, documented and mutually agreed upon by Contractor and CPHCS' Director of Allied Health Services or designee.
3. The CPHCS reserves the right to renegotiate installation and/or training services deemed necessary to meet the needs of the correctional facility according to State priorities. CPHCS and Contractor shall mutually agree to all changes; and renegotiated services outside the scope of the original contract may require control agency approval prior to commencement of work.
4. Contractor represents that it has, or shall secure at its own expense, all personnel to provide goods and services described in the attached SOW.
5. The CPHCS and Contractor are mutually obligated to keep open channels of communications to ensure successful performance of the ensuing Agreement. Both parties are responsible for communicating any potential problem(s) or issue(s) to CPHCS' Director of Allied Health Services and Contractor, respectively, within eight (8) hours of becoming aware of said problem(s).

**E. CPHCS ROLES AND RESPONSIBILITIES**

1. CPHCS will be responsible for receiving, monitoring and reviewing goods and services as provided by Contractor.
2. CPHCS will help resolve and escalate issues within the organization, as necessary.
3. CPHCS will provide Contractor access to applicable correctional facility for installation, training, and servicing of equipment.

**F. CONTRACTOR ROLES AND RESPONSIBILITIES**

In addition to the Statement of Work 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, the vendor shall acknowledge that he/she has read and agrees to the provisions of Exhibit C;
2. Return all State property including security badges, work products, etc., prior to termination of Agreement;
3. Complete a Request for Gate Clearance Form, Application for Identification Card, and/or Emergency Notification form in order to gain entrance to the institutions; and
4. Agree to abide by the Digest of Laws Related to Association with Prison Inmates.

**G. TERMINATION**

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

**J. CPHCS CONTRACT MANAGER**

DIRECTOR OF ALLIED HEALTH SERVICES  
California Prison Health Care Services  
P.O. Box 4038  
Sacramento, California 95812-4038



**EXHIBIT B****1. INVOICING AND PAYMENT**

For goods and services satisfactorily rendered, and upon receipt and approval of invoices, CPHCS agrees to reimburse Contractor for goods and services in accordance with Exhibit B-1 (Request for Quotation Form). Goods and services shall be invoiced and reimbursed on a fixed-cost basis.

All invoices shall be submitted with supporting documentation that properly details all charges, expenses, and direct costs. All invoices submitted by Contractor to CPHCS must identify the Purchase Order number. Any invoices submitted without the above referenced information may be returned to Contractor for re-processing.

Contractor shall address and submit all invoices to the following:

IT ACQUISITIONS  
Administrative Services Division  
California Prison Health Care Services  
P.O. Box 4038  
Sacramento, California 95812-4038  
ATTN: SHERRI BRIDGES

**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 RFQ, all travel related expenditures are the sole responsibility of bidders.



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

**EXHIBIT B-1**

Request For Quotation Form  
(Goods and Services)

<b>QUOTE DUE DATE:</b> <b>QUOTE OPENING:</b>	<b>Responses must be electronically delivered to:</b> <a href="mailto:Cynthia.Basa-Pinzon@cdcr.ca.gov">Cynthia.Basa-Pinzon@cdcr.ca.gov</a>  <b>On or before 2:00 p.m., Wednesday, May 12, 2010.</b>	<b>Delivery Date</b>  <u>                    </u> <b># Days ARO</b>
<b>Supplier name and address:</b>           <b>Supplier Contact:</b>   <b>Phone:</b> <b>Fax:</b>	<b>SOLICITATION NO:</b>  <b>RFQ #10-018-ITS</b>  <b>DATE: April 28, 2010</b>   <b>For further information contact:</b>      <b>Ship To:</b>  <b>AVENAL STATE PRISON</b> <b>#1 Kings Way</b> <b>Avenal, CA 93204</b>	<b>REQUISITION OR CONTROL #</b>  <hr/> <b>ARE YOU CLAIMING PREFERENCE: AS A SMALL BUSINESS:</b>  <b>YES _____ NO _____</b>  <b>IF YES, MANUFACTURER?</b>  <b>YES _____ NO _____</b>  <b>ARE YOU A NON-SMALL BUSINESS CLAIMING AT LEAST 25% SMALL BUSINESS SUBCONTRACTOR PREFERENCE?</b>  <b>YES _____ NO _____</b>  <b>\$ _____</b>
<b>Name (Print):</b>  ▶ _____  <b>Title:</b>  ▶ _____  <b>Signature:</b>  ▶ _____ <b>Date:</b> _____  <b>Federal Employer Identification Number:</b>  ▶ _____	<b>Return quote to:</b>  <b>California Department of Corrections and Rehabilitation:</b>  <a href="mailto:Cynthia.Basa-Pinzon@cdcr.ca.gov">Cynthia.Basa-Pinzon@cdcr.ca.gov</a>	<b>SECTION 14838 ET SEQ. OF THE CALIFORNIA GOVERNMENT CODE REQUIRES THAT A 5% PREFERENCE BE GIVEN TO BIDDERS WHO QUALIFY AS A SMALL BUSINESS AS A NON- SMALL BUSINESS CLAIMING AT LEAST 25% CALIFORNIA CERTIFIED SMALL BUSINESS PARTICIPATION FOR REQUIREMENTS SEE TITLE 2, CALIFORNIA CODE OF REGULATIONS SECTION 1896 ET SEQ. THE REQUIREMENTS FOR NONPROFIT VETERAN SERVICE AGENCIES QUALIFYING AS A SMALL BUSINESS ARE CONTAINED IN SECTION 999.50 ET. SEQ. OF THE MILITARY AND VETERANS CODE.</b>

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

**EXAMPLE:**

ITEM NO.	QTY	UNIT	COMMODITY/PRODUCT CODE	DESCRIPTION	UNIT PRICE	EXTENSION
1	1	EA		FCR System (XG5000)		
2	1	EA		FCR System (IIP QA Workstation)		
3	1	EA		FCR System (DryPix 5000 Printer)		
4	1	EA		FCR System (Additional Supplies/Parts) e.g. imaging plates, grids, QA/QC supplies.		
5	1	EA		FCR System Installation		
6	1	EA		FCR System Training		
7	1	EA		FCR System Service and Support (i.e., 5 year service and maintenance of System).		
Training Service:					\$ _____	
Service and Support (Maintenance)					\$ _____	
TOTAL PROPOSED PRICE <sup>1</sup>					\$ _____	

<sup>1</sup> Bidders shall include an itemized description and quote for each good and/or service to equal a proposed total price.

**REQUEST FOR QUOTATION  
CONTINUATION**

Supplier Name:

Solicitation No.  
RFQ 10-018-ITS

Rev.

Item No	Qty.	Unit	Commodity Code	Description	Unit Price	Extension
---------	------	------	----------------	-------------	------------	-----------

(Use additional lines as necessary)

**Bid Requirements**

In addition to the response requirements specified in RFQ #10-018-ITS, page 2, all of the following quote information is required:

1. **Delivery:** Final delivery, inspection and acceptance of goods and services shall be at the correctional facility described in the Statement of Work (SOW).
2. **Quotation:** For purposes of this solicitation (RFQ), bidders will provide quotes for goods and services on the basis of "All" or "None". Bidder's quote must include an itemized description of all specifications as required in the SOW. All quotes must be valid for a minimum of one-hundred and twenty (120) calendar days from RFQ submittal date.
3. **Cash Discounts:** Cash discounts will not be considered when evaluating bid responses for award purposes. However, cash discounts may be offered and taken by CDCR processing invoices within the timeframe specified.
4. **Shipment:** For the purposes of this solicitation, only bid responses quoting F.O.B Destination will be accepted.
5. **Inquiries/questions:** Written questions must be received by Wednesday, May 5, 2010.
6. **Bidder's Instructions and General Provisions:** The attached Bidder's Instructions and General Provisions have recently been revised. Please read carefully.
7. **Quotation attachments:** Bid responses that reference a supplier's own terms and conditions or provisions will be considered non-responsive and will be rejected.
8. **Important Note:** Only bids quoted on the State's Quotation Form will be considered. Bids shall be submitted electronically with the solicitation number and the bid due date and time clearly marked. All quotes must be valid for a minimum of one-hundred and twenty (120) calendar days from RFQ submittal date.
9. **Warranty Information:** Special provisions for any Warranty on goods quoted.

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

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

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

**Seller's Permit**

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

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

Retailer's Seller's Permit Number: \_\_\_\_\_

REQUEST FOR QUOTATION CONTINUATION				Supplier Name:		Solicitation No.	Rev.
Item No	Qty.	Unit	Commodity Code	Description		Unit Price	Extension
<p><b>Small Business Regulations:</b> The Small Business regulations, located in the California Code of Regulations (Title 2, Division 2, Chapter 3, Subchapter 8, Section 1896 et. seq.), concerning the application and calculation of the small business preference, small business certification, responsibilities of small business, department certification, and appeals are revised, effective 09/09/04. The new regulations can be viewed at (<a href="http://www.pd.dgs.ca.gov/smbus">www.pd.dgs.ca.gov/smbus</a>). Access the regulations by Clicking on “Small Business Regulations” in the right sidebar. For those without Internet access, a copy of the regulations can be obtained by calling the Office of Small Business and DVBE Services at (916) 375-4940.</p>							
<p><b>Non-Small Business Subcontractor Preference:</b> A 5% bid preference is now available to a non-small business claiming 25% California certified small business subcontractor participation. If applicable, claim the preference in the box on the right hand side of the first page of this solicitation.</p>							
<p><b>Attachment with bid required if claiming the Small Business Preference:</b> All bidders must complete and include the Bidder Declaration form GSPD-05-105. If claiming the non-small business subcontractor preference, the form must list all of the California certified small businesses with which you commit to subcontract in an amount of at least twenty-five percent (25%) of the net bid price. All certified small businesses must perform a “commercially useful function” in the performance of the contract as defined in Government Code Section 14837(d)(4).</p>							
<p><b>Small Business Certification:</b> Bidders claiming the small business preference must be certified by California as a small business or must commit to subcontract at least 25% of the net bid price with one or more California certified small businesses. Completed certification applications and required support documents must be submitted to the Office of Small Business and DVBE Services (OSDS) no later than 5:00 p.m. on the bid due date, and the OSDS must be able to approve the application as submitted.</p> <p>Questions regarding certification should be directed to the OSDS at (916) 375-4940.</p>							
<p><b>Declaration Forms:</b> All bidders must complete the Bidder Declaration GSPD-05-105 and include it with bid response. When completing the declaration, bidders must identify all subcontractors proposed for participation in the contract. Bidders awarded a contract are contractually obligated to use the subcontractors for the corresponding work identified unless CPHCS agrees to a substitution and it is incorporated by amendment to the contract.</p> <p>At the State's option prior to award, bidders may be required to submit additional written clarifying information. Failure to submit the required written information as specified may be grounds for bid rejection.</p>							
<p><b>Attachments</b></p> <p>The following documents are considered part of this solicitation and must be returned with the bid response or the bid may be considered invalid and be rejected:</p> <ol style="list-style-type: none"> <li>1. Cover Letter;</li> <li>2. Request for Quotation Form (Exhibit B-1);</li> <li>3. Bidder Declaration form GSPD-05-105 (Attachment 1);</li> <li>4. Contractor Small Business Certification (if applicable);</li> <li>5. Payee Data Record (Attachment 2);</li> <li>6. Seller's Permit;</li> <li>7. Special Provisions for Warranty Agreement (if applicable); and</li> <li>8. Other special provisions such as “Optional” equipment, etc.</li> </ol>							



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

**EXHIBIT C  
CDCR SPECIAL PROVISIONS**

**1. SUBCONTRACTOR/CONSULTANT INFORMATION**

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

**2. EMPLOYMENT OF EX-OFFENDERS**

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

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

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

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

**3. LICENSES AND PERMITS**

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

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

**4. DISCLOSURE**

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

**5. SECURITY CLEARANCE/FINGERPRINTING**

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

**6. NOTIFICATION OF PERSONNEL CHANGES**

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

**7. NON ELIGIBLE ALIEN CERTIFICATION**

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

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

**8. BLOODBORNE PATHOGENS**

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **10. CLOTHING RESTRICTIONS**

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

## **11. TOBACCO-FREE ENVIRONMENT**

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

## **12. SECURITY REGULATIONS**

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

- f. Electronic and communicative devices such as pagers, cell phones and cameras/microcameras are not permitted on institution grounds.
- g. Contractor, Contractor's employees and subcontractors shall not cause undue interference with the operations of the institution.
- h. No picketing is allowed on State property.

### **13. GATE CLEARANCE**

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

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

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

**ATTACHMENT 1  
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 2  
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 3**  
**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 Avenal State Prison (ASP) General Radiology System (RFQ #10-018-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 CPHCS' Allied Health Services (AHS) Director 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' AHS Director.

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

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

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

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

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