



CALIFORNIA CORRECTIONAL HEALTH CARE SERVICES



REQUEST FOR OFFER (RFO)

CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) **NON-IT SERVICES** **WRITTEN FOREIGN TRANSLATION SERVICES** **RFO # SD16-00284**

February 27, 2017

You are invited to review and respond to this Request for Offer (RFO). To submit an Offer, you must comply with all instructions and requirements as contained in this document. By submitting an Offer, your firm agrees to the terms and conditions stated in this RFO and your proposed CMAS Contract.

The California Department of Corrections and Rehabilitation (CDCR), California Correctional Health Care Services (CCHCS), is soliciting for service under the authority of California Public Contract Code section 10340, subdivisions (a) and (b). CCHCS is requesting Offers for **Written Foreign Translation Services**, including medical written foreign language translation services.

The proposed term of the ensuing Contract is April 3, 2017 or upon approval (whichever is later) through April 2, 2019. CCHCS reserves the right to amend the ensuing contract, only in writing by formal contract amendment, unless specifically prohibited by the CMAS contract.

Offers are due by **3:00 PM, Monday, March 13, 2017**. Responses and any required copies must be delivered or e-mailed to CCHCS and received by the final date and time of Offer submission, and clearly labeled to the department contact noted below.

RFO # SD16-00284 - Written Foreign Translation Services

California Correctional Health Care Services
Acquisitions Management Section
8280 Longleaf Drive, Building D-2
Elk Grove, CA 95758
Attn: Nahla Marmosh
916-691-4803
nahla.marmosh@cdcr.ca.gov

Nahla Marmosh
Contract Analyst

I. RESPONSE GUIDELINES

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

A. Submission of Offers:

Offers must be received by CCHCS by dates and times shown in the Key Action Dates. The Offeror's response must be e-mailed to Nahla Marmosh, the Contract Analyst at nahla.marmosh@cdcr.ca.gov and clearly labeled with the RFO Number and Title.

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

Note: It is the sole responsibility of the submitting Offeror to contact the Contract Analyst listed above to verify receipt of their submitted Offer. CCHCS is not responsible for any US mail loss, e-mail loss, or late overnight express delivery. CCHCS assumes no responsibility if Offeror cannot transmit their response electronically to the departmental e-mail address and/or if the entire response is not received prior to RFO due date. Offers can be mailed or delivered to:

U.S. Postal Service Deliveries

California Correctional Health Care Services
Acquisitions Management Section
PO Box 588500, D-2
Elk Grove, CA 95758
Attn: Nahla Marmosh

Hand Deliveries - Express Mail

California Correctional Health Care Services
Acquisitions Management Section
8280 Longleaf Drive, D-2
Elk Grove, CA 95758
Attn: Nahla Marmosh

Email

nahla.marmosh@cdcr.ca.gov

B. Key Action Dates:

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

Event	Date and Time *
1. RFO available to prospective Offerors	Monday, February 27, 2017
2. Final Date for Offer Submission	Monday, March 13, 2017, by 3:00 PM
3. Estimated Contract Start Date ¹	Monday, April 3, 2017 or Upon Approval (Whichever is later)

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

* All time is Pacific Standard Time

¹ Date subject to change.

C. RFO Response Requirements and Content:

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

- A. Each response must also include all items listed on **Attachment A, Required Attachment Checklist**, attached hereto and made a part of this RFO. Offers not including required documentation will eliminate your Offer from further consideration and award.
- B. Offers must be submitted for the performance of all services described herein. Any deviation from the work specifications will eliminate your offer from further consideration and award.
- C. CCHCS will not accept alternate contract language from Offeror; all RFO offers with any such language will be considered a counter proposal and will be eliminated from further consideration and award.
- D. Costs incurred for the development of offers, in anticipation of contract award, are entirely the responsibility of Offeror and shall not be charged to CCHCS or the State of California.
- E. An individual, who is authorized to bind Offeror contractually, must sign all required documents. All documents requiring a signature must bear a signature of the authorized individual. Unsigned offers and/or required attachments will cause your offer to be eliminated from further consideration and award.
- F. Offer will be eliminated from further consideration if it is conditional, incomplete or if it contains any alterations of form or other irregularities of any kind. CCHCS may elect to eliminate any or all offers and may waive an immaterial deviation in an offer. Waiver by CCHCS of an immaterial deviation shall in no way modify the RFO document or excuse the Offeror from full compliance with all requirements if awarded the ensuing contract.
- G. This RFO and Offeror's documented response will be made part of the complete contract issued by CCHCS.
- H. CCHCS may amend or modify the RFO prior to the submission date indicated under the Key Action Dates, of this RFO. All modifications and/or amendments to the RFO will be made in writing and sent to all parties who received an offer package. Additionally, CCHCS may extend the submission date of the RFO.
- I. CCHCS reserves the right to eliminate all submitted offers for consideration. CCHCS is not required to make an award under this RFO.

D. 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. Further review is subject to discretion of CCHCS.

Award of a contract resulting from this RFO against a contractor's CMAS will be based on "best value criteria" that includes cost as a factor. CCHCS is not constrained to accept the lowest offer and will compare all offers to determine the best value.

A. Assessment and Methodology

Best Value shall be determined based on the following criteria:

Categories:
Administrative Requirements
Mandatory Qualifications
Quality Control Procedures/Processes
Cost
Interview (Optional)

B. Best Value Criteria

1. Administrative Requirements:

Administrative Requirements:
1. Completeness of response package; and
2. Three (3) customer references verifying engagements similar in scope, size, and magnitude as the project described in the RFO.

2. Mandatory Qualifications:

The Contractor must meet all provisions and requirements as stated in the CMAS in addition to the following:

Mandatory Qualifications:
1. Two (2) years of certified experience and expertise in legal, technical, and medical terminology translation;
2. Membership of the American Translators Association (ATA) and Association of Language Companies (ALC).

3. Quality Control Procedures/Processes:

The written description of the Contractor's Quality Control Procedures/Processes must address the following components:

Quality Control Procedures/Processes:
1. Process for ensuring the authenticity of a foreign language;
2. In-house or outsourcing procedures for translation projects;
3. Translation standards and methodologies used;
4. Quality control processes; and
5. Customer service policies.

Note: CCHCS reserves the sole right to eliminate any and all offers and to reissue this RFO. The awarded Contractor will be obligated to provide services at the cost offered in the Attachment C (Cost Worksheet), which under no circumstances may exceed their authorized CMAS hourly rate.

II. EXHIBIT A - STATEMENT OF WORK

1. Purpose of RFO

CCHCS is seeking a Contractor to provide written translation services, including medical written foreign language translation services, from English to a foreign language. CCHCS requires translation services for materials including, but not limited to, patient education materials, Patient-Inmate Orientation Handbook, medical records, patient literature, voice mail messages, departmental forms, and Third Level Appeals/Controlled Correspondence.

2. Qualifications

The Offeror's proposed personnel must meet all of the following Mandatory Qualifications to be considered for award. Offerors will be evaluated on expertise and experience stated in the resume(s) against the mandatory qualifications. It is the Contractor's responsibility to ensure the Mandatory Qualifications can be verified in the proposed personnel's resumes. Failure to do so may eliminate your Offer from further consideration. At the discretion of CCHCS, interviews may be a part of the selection process.

Mandatory Qualifications:

The Contractor must meet all provisions and requirements as stated in the CMAS in addition to the following Mandatory Qualifications:

1. Two (2) years of certified experience and expertise in legal, technical, and medical terminology translation;
2. Membership of the American Translators Association (ATA) and Association of Language Companies (ALC).

3. Scope Of Services

- A. The Contractor shall provide written document foreign translation services from English to a foreign language, including medical written foreign language translation, including, but not limited to: patient education materials, Patient-Inmate Orientation Handbook, medical records, patient literature, voice mail messages, departmental forms, and Third Level Appeals/Controlled Correspondence.
- B. The Contractor shall clearly translate written text from English to another language as identified by CCHCS. The Contractor shall also clearly translate written text from another language as identified by CCHCS to English. The level of literacy of the translated written text will be identified by CCHCS on a case-by-case basis.
- C. The estimate annual number of words is 225,000.
- D. Languages that will need translation services may include, but are not limited to:
 1. English
 2. Spanish
 3. Hmong
 4. Ukrainian
 5. Russian
 6. Chinese – Mandarin
 7. Chinese – Cantonese
 8. Indian (several dialects)
 9. Vietnamese
- E. The Contractor shall be able to retrieve voice mail messages and clearly translate them into English or another language as identified by CCHCS. CCHCS will provide the Contractor with an audio file.
- F. The Contractor shall provide written translation in Microsoft Word or a comparable program via email (address to be provided by CCHCS with translation assignment) within a timeframe identified by both CCHCS and the Contractor. The Care Guides that need translation will be formatted in Desktop Publishing.
- G. The Contractor shall provide same day services (within one (1) business day) upon request.

- H. The Contractor shall provide an estimate of translation costs, in accordance with Attachment C, Cost Worksheet, and proposed turn-around timeframes electronically within two (2) business days from the notification date of CCHCS' request per project, unless otherwise agreed between both parties. No work will be authorized until CCHCS agrees to the estimated cost for the services to be performed.
- I. The Contractor shall utilize standardized templates and any other documents as provided by CCHCS.
- J. The Contractor shall adhere to all Health Insurance Portability and Accountability Act, State privacy, and security requirements.
- K. The Medical translation services from English to any foreign language will never leave the United States of America and will be done by native experienced medical translators living in the United States of America.
- L. Certificate of Accuracy: The Contractor shall provide a Certificate of Accuracy or Electronic Certification of Translation Accuracy on each page of the translation that the completed translation and original copy. This Certificate will attest to the accuracy and completeness of the translation upon project completion. A copy of each project cost estimate and the Certificate of Accuracy must be submitted with each invoice.
- M. The Certificate of Accuracy must state the following:
 - 1. I, XXXXX, hereby certify that the attached documents, to the best of my knowledge and belief, are true, accurate and complete translations from XXXXX to XXXXX of the "Name of Translated Documents".
 - 2. Signed:
 - 3. Name:
 - 4. Title:
 - 5. Company/Address
 - 6. Date:
- N. The Contractor shall ensure on-going translator evaluation processes in place.
- O. The Contractor shall ensure all of its translators have relevant language resources materials available, including English language/foreign language conversion dictionaries, monolingual dictionaries, legal dictionaries, etc.
- P. The Contractor shall have quality control procedures/processes in place during the term of the Contract such as maintenance of a Master File for each translator and his/her specific qualifications or such as a second translator that validates for error subject to following three components:
 - 1. Specialized teams of medical translators, editors, proofreaders and project manager.
 - 2. Translation Tools, such as state of the art Translation Memory Systems.
 - 3. Rigorous quality control processes.
- Q. The Contractor shall ensure all of its translators possess the following:
 - 1. A high level of translation skills and proficiency in both the English and the non-English language in order to translate the foreign language meaning completely and accurately;
 - 2. Knowledge of both English and the foreign language vocabularies typically used in most common modes of communications for medical, including colloquial slang, idiosyncratic slang, and regionalism;
 - 3. Knowledge of specialized vocabulary (terminology) in both English and the foreign language related to medical terminology;
 - 4. Medical Glossaries developed by their translation team and/or work with CCHCS to maintain consistent terminology usage and/or specialized glossaries for each subject and document typed that is translated for CCHCS.

4. Contractor Roles And Responsibilities

- A. The Contractor shall identify a Coordinator responsible for the overall ensuing Contract.
- B. The Contractor shall comply with all applicable CCHCS policies, procedures and guidelines.
- C. Prior to termination of the ensuing Contract, the Contractor shall return all CCHCS property, including security badges, computer laptop, work products, etc.;
- D. Work with the CCHCS Project Manager and/or designee(s) to ensure that any issue(s) are addressed.
- E. Comply with all applicable State and Agency policies and procedures, including those

enumerated in Exhibit D (CCHCS Special Provisions).

- F. By accepting the ensuing contract, the Contractor (including personnel) acknowledges that he/she has read and agrees to the provisions of Exhibit D;
- G. Prior to the start of work:
- H. Submit to and pass a live scan, and;
- I. Be tested for Tuberculosis and certified to be free of tuberculosis on the TB Infectious Free Staff Certification in order to gain entrance to the Institutions;
- J. 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
- K. Agree to abide by the Primary Laws, Rules, and Regulations Regarding Conduct and Association with State Prison Inmates.

5. CCHCS Roles And Responsibilities

- A. CCHCS will be responsible to monitor and review services as invoiced.
- B. CCHCS will help resolve and escalate issues within the organization, as necessary.
- C. CCHCS may provide the Contractor access to applicable files, reports, contracts, documents, and other relevant information.
- D. CCHCS will assign a Project Manager to monitor performance under the ensuing Contract, as well as outline the detailed requirements per project request.
- E. CCHCS may discuss quality control concerns with the Contractor to ensure the project is completed satisfactorily.
- F. CCHCS reserves the right to refuse the use of an individual translator provided by the Contractor for poor performance or any other reason based on a failure to satisfy the requirements of the Contract. Once the Contractor is notified that a particular translator has been disqualified, the Contractor shall not use such translator for any CCHCS translation request unless otherwise reinstated by CCHCS.
- G. CCHCS must clearly print their name and sign the estimate of translation prior to any work started by the Contractor.

6. Problem Escalation

The parties acknowledge and agree that certain technical and project related problems or issues may arise, and that such matters shall be brought to the CCHCS Project Manager's attention. Problems or issues shall normally be reported to the Project Manager. However, there may be instances where the severity of the problems justifies escalated reporting. To this extent, the CCHCS Project Manager will determine the level of severity, and notify the appropriate CCHCS personnel. The CCHCS personnel notified, and the time period taken to report the problem or issue shall be at a level commensurate with the severity of the problem or issue. The CCHCS personnel include, but are not limited to the following:

- First level, the CCHCS Project Manager; and
- Second level, Acquisitions Management Chief, Business Services.

7. Assumptions And Constraints

- A. No overtime pay will be authorized for Contractor's performance under the ensuing Contract.
- B. The Contractor shall ensure availability of staff to perform the requirements of the ensuing Contract at all times during the period described in the Statement of Work.
- C. The Contractor shall provide services for the Medical Services Division at the Contractor's place of business. No on-site services will be performed.
- D. CCHCS, in its sole discretion, reserves the right to require the Contractor to substitute personnel, reduce, or cancel a personnel's performance of services at any time.
- E. Services related to the Statement of Work and not specified in the ensuing Contract will be defined in a Work Authorization that includes estimated number of hours and costs, documented and mutually agreed upon by Contractor and CCHCS' Project Manager.

8. CCHCS Roles and Responsibilities

- A. The CCHCS will designate a person to whom all Contractor communications may be addressed and who has the authority to act on all aspects of the services. This person will review the Scope of Services and associated documents with the Contractor to ensure understanding of the responsibilities of both parties.
- B. The CCHCS will provide cubicle for the duration of the ensuing Contract, including: desk, chair, telephone, personal computer, printer access, Internet connection, Microsoft Office, Microsoft Visio and Microsoft Project. All policies and procedures regarding the use of state facilities will be applicable.
- C. The CCHCS will provide information as required by the Contractor to perform its responsibilities.
- D. The CCHCS will provide timely review and approval of the Contractor information and documentation provided by the Contractor in order for the Contractor to perform its obligations under this Scope of Services.

9. Period of Performance

The term of the ensuing Contract shall be April 3, 2017 or upon approval (whichever is later) through April 2, 2019. CCHCS reserves the right to amend the ensuing contract, only in writing by formal contract amendment, unless specifically prohibited by the CMAS contract.

No amendment or variation of the contract terms shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Contract is binding on any of the parties.

At any time during the term of the ensuing Contract, CCHCS, in its sole discretion, may instruct contractor to limit the amount of time being performed by any assigned Proposed Personnel.

10. Termination

CCHCS reserves the right to terminate the ensuing Contract immediately with or without cause.

11. CCHCS Project Manager

California Correctional Health Care Services
P.O. Box 588500
Elk Grove, California 95758

III. EXHIBIT - BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing And Payment

- A. For services satisfactorily rendered and upon receipt and approval of invoices, CCHCS agrees to reimburse Contractor for said services, no more than monthly in arrears and in accordance with the Attachment C, Cost Worksheet.
- B. Invoices shall include the Agreement Number, sufficient scope and detail to define the actual work performed, Certificate of Accuracy and shall be submitted not more than monthly in arrears to:

**California Department of Corrections and Rehabilitation
Sacramento Accounting Office
Attention: Accounts Payable A
PO Box 187015
Sacramento, CA 95818-7015**

2. Budget Contingency Clause

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 Contract does not appropriate sufficient funds for the project, this Contract 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 Contract and Contractor shall not be obligated to perform any provisions of the Contract.

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 Contract with no liability occurring to the State, or offer a Contract 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 Contracts, with the exception of Interagency Agreements and other governmental entities/auxiliaries that are exempt from bidding, nothing contained in the Contract, 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 Miscellanies Expenses

For the purpose of this ensuing contract for the Written Foreign Translation Services, there will be no travel required.

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

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 3283, 3285, 3289, 3292 and 3415

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

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

- C. All persons entering onto institution/facility or camp grounds consent to a search of their person, property or vehicle at any time. Refusal by individuals to submit to a search of their person, property or vehicle may be cause for denial of access to the premises or restrictions to visiting or facility access.
SOURCE: PC Sections 2601, 5054 and 5058; CCR, Title 15, Sections 3173, 3267, 3288, 3289, and 3292.
- D. Persons normally permitted to enter an institution/facility or camp may be barred, for cause, by the CDCR Secretary, Director of Division of Adult Institutions (DAI), Warden, Regional Parole Administrator and /or their designees.
SOURCE: PC Sections 2086, 5054 and 5058; CCR, Title 15, Sections 3283 and 3289
- 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, 3283 and 3289
- F. Encouraging and/or assisting prison inmates to escape is a crime. It is illegal to bring firearms, deadly weapons, explosives, tear gas, drugs or drug paraphernalia on CDCR institutions/facilities or camp premises. It is illegal to give prison inmates firearms, explosives, alcoholic beverages, wireless communication devices or components thereof, tobacco products, narcotics, or any drug or drug paraphernalia, including cocaine or marijuana.
SOURCE: PC Sections 2772, 2790, 4535, 4550, 4573, 4573.5, 4573.6, 4574, 4576 and 5030.1; CCR, Title 15, Sections, 3172.1, 3188 and 3292
- G. It is illegal to give or take letters from prison inmates without the authorization of the Warden. It is also illegal to give or receive any type of gift and/or gratuities from prison inmates.
SOURCE: PC Sections 2540, 2541 and 4570; CCR, Title 15, Sections 3010, 3399, 3401, 3424 and 3425
- H. In an emergency situation the visiting program and other inmate program activities may be suspended by the Warden or designee.
SOURCE: PC Sections 2086 and 2601; CCR, Title 15, Section 3383
- I. For security reasons, volunteers, media, contractors, dignitaries and guests must not wear clothing that in any way resembles state issued prison inmate clothing (blue denim shirts, blue denim pants).
SOURCE: CCR, Title 15, Sections 3174 and 3349.2.3(g) (3) (B)
- 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, Section 3261.5

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. Prison Rape Elimination Policy

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

17. 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.

18. 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 is included in this RFO as Exhibit E.

19. Electronic Waste Recycling

The Provider certifies that it complies with the requirements of the Electronic Waste Recycling Act of 2003, Chapter 8.5, Part 3 of division 30, commencing with Section 42460 of the Public Resources Code, relating to hazardous and solid waste. Provider shall maintain documentation and provide reasonable access to its records and documents that evidence compliance. CCHCS electronic data stored upon any Provider device must be returned to the CCHCS immediately and the vendor must certify that CCHCS data is either removed from the Providers devices by degaussing or shredding per National Institute of Standards and Technology (NIST) Special Publication Series 800-88 and National Industrial Security Program (NISP) Operating Manual (DOD 5220.22-M) and Clearing and Sanitization Matrix (C&SM) based on NSA/CSS Policy Manual 9-12, "Storage Device Declassification Manual".

V. EXHIBIT E - BUSINESS ASSOCIATE AGREEMENT (HIPAA)

Definitions

Catch-all definition:

The following terms and others used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use²

Specific definitions:

(a) Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the Contractor to the contract to which this Business Associate Agreement is attached as an exhibit. For purposes of this exhibit only, the term "Agreement" shall refer to this Business Associate Agreement. The term "Service Agreement" shall refer to the contract to which this Business Associate Agreement is attached as an exhibit.

(b) Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean California Department of Corrections and Rehabilitation, California Correctional Health Care Services (CCHCS).

(c) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

Obligations and Activities of Business Associate

Business Associate agrees to:

(a) Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law;

(b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement;

(c) Report to Covered Entity any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information and any security incident of which it becomes aware as required by Federal and State laws. (i.e., Health and Safety Code Section 1280.5, California Civil Code Section 56 et seq., California Civil Code Section 1798 et seq., and 45 CFR – Subchapter C et al.). Information Security incidents (e.g., breaches) shall be reported to the CCHCS Information Security Office within 24 hours of detection.

(d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;

(e) Make available protected health information in a designated record set to the Covered Entity or individual or the individual's designee as necessary to satisfy covered entity's obligations under 45 CFR 164.524;

(f) Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR 164.526, or at the request of an individual, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR 164.526;

¹ These definitions are set forth in the Code of Federal Regulations (CFR); Title 45, Public Welfare: [PART 160 - GENERAL ADMINISTRATIVE REQUIREMENTS](#) § 160.103 Definitions, [PART 162 - ADMINISTRATIVE REQUIREMENTS](#) § 162.103 Definitions, and [PART 164 - SECURITY AND PRIVACY](#) § 164.103 Definitions.

- (g) Maintain and make available the information required to provide an accounting of disclosures to the Covered Entity as necessary to satisfy covered entity's obligations under 45 CFR 164.528;
- (h) To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s); and
- (i) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

Permitted Uses and Disclosures by Business Associate

- (a) Business Associate may only use or disclose protected health information as necessary to perform the services set forth in Service Agreement.
- (b) Business Associate may use or disclose protected health information as required by law.
- (c) Business Associate agrees to make uses and disclosures and requests for protected health information consistent with Covered Entity's minimum necessary policies and procedures.
- (d) Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity, except for the specific uses and disclosures set forth below.
- (e) Business Associate may use protected health information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

- (a) Covered Entity shall notify Business Associate of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of protected health information.
- (b) However, under 45 CFR 164.520(a) (3), inmates are not entitled to notices of privacy practices, and 45 CFR 164.520 therefore does not currently apply to Covered Entity.

Term and Termination

- (a) Term. The Term of this Agreement shall be effective as of the effective date of the Service Agreement, and shall terminate on termination of the Service Agreement or on the date Covered Entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.
- (b) Termination for Cause. Business Associate authorizes termination of this Agreement by Covered Entity, if Covered Entity determines Business Associate has violated a material term of the Agreement and Business Associate has not cured the breach or ended the violation within the time specified by Covered Entity.
- (c) Obligations of Business Associate Upon Termination.

Business Associate

Upon termination of this Agreement for any reason, Business Associate, with respect to protected health information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:

1. Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
2. Return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining protected health information that the Business Associate still maintains in any form;
3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as Business Associate retains the protected health information;

4. Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at paragraph (e) above under "Permitted Uses and Disclosures By Business Associate" which applied prior to termination; and
5. Return to Covered Entity or, if agreed to by Covered Entity, destroy the protected health information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

Upon termination of this Agreement, if requested by Covered Entity, Business Associate will transmit the protected health information to another business associate of the Covered Entity.

Upon termination of this Agreement, Business Associate shall obtain or ensure the destruction of protected health information created, received, or maintained by subcontractors.

(d) Survival. The obligations of Business Associate under this Section shall survive the termination of this Agreement.

Miscellaneous

(a) Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

(b) Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

VI. EXHIBIT F – INSURANCE REQUIREMENTS

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

VII. REQUIRED ATTACHMENTS

See Attachment A

ATTACHMENT A

REQUIRED ATTACHMENT CHECKLIST

A complete Offer will consist of the items identified below.

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

The following documents are required upon submission of offer:

- _____ Required Attachment Check List (Attachment A)
- _____ Offer/Offeror Certification Sheet (Attachment B)
- _____ Copy of Offeror's CMAS contract – a copy of Offeror's full CMAS contract that includes the Department of General Services (DGS) CMAS number, term, user instructions and DGS signature approval
- _____ Small Business/Disabled Veteran Enterprise Certification(s) (if applicable)
- _____ Proof of good standing with the California Secretary of State
- _____ Cost Worksheet (Attachment C)
- _____ Bidder Declaration Form, GSPD-05-105 (Attachment D)
- _____ Payee Data Record (STD-204) (Attachment E)
- _____ Contractor's Quality Control Procedures/Processes
- _____ Offeror References (Attachment F)
- _____ Proof of membership of the American Translators Association (ATA) and the Association of Language Companies (ALC)
- _____ A written description of the Contractor's Quality Control Procedures/Processes addressing the components listed in the Response Guidelines Section

The following documents are required upon award of the contract:

- _____ Contractor Certification Clauses (CCC-307) (Attachment G)
- _____ Primary Laws, Rules, and Regulations Regarding association with Inmates (Attachment I)
- _____ Non-Disclosure Agreement (Attachment J)
- _____ Insurance Certifications (Automobile, General Liability, and Worker's Compensation) Prison Inmates

ATTACHMENT B

OFFER/OFFEROR CERTIFICATION SHEET

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

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

An unsigned Bid/Bidder Certification Sheet may be cause for eliminated from further consideration.

Please Print or Type

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

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

ATTACHMENT C

COST WORKSHEET

The Contractor agrees to provide all labor, materials, tools, equipment and supervision; and pay all taxes, insurance, bond, license, permit fees, travel costs, and other costs to perform services in accordance with Exhibit A, Statement of Work. Rates must not exceed the authorized rates in the CMAS.

Language	*Same Day Documents Less Than 5,000 Words		*Small Document 5,000 Words		*Medium Size Document 5,001-10,000 Words		*Large Document 10,000- Beyond	
	Within 1 Business Day		Within 2 Business Days		Within 7 Business Days		14 Business Days or More	
	General Cents/Word	**Complex Cents/Word	General Cents/Word	**Complex Cents/Word	General Cents/Word	**Complex Cents/Word	General Cents/Word	**Complex Cents/Word
English	\$	\$	\$	\$	\$	\$	\$	\$
Spanish	\$	\$	\$	\$	\$	\$	\$	\$
Hmong	\$	\$	\$	\$	\$	\$	\$	\$
Ukrainian	\$	\$	\$	\$	\$	\$	\$	\$
Russian	\$	\$	\$	\$	\$	\$	\$	\$
Chinese- Mandarin	\$	\$	\$	\$	\$	\$	\$	\$
Chinese- Cantonese	\$	\$	\$	\$	\$	\$	\$	\$
Indian (Several Dialects)	\$	\$	\$	\$	\$	\$	\$	\$
Vietnamese	\$	\$	\$	\$	\$	\$	\$	\$
Other Languages	\$	\$	\$	\$	\$	\$	\$	\$

*The estimated annual number of words is 225,000. This number is not guaranteed; it is for bidding purposes only. The actual number of words may vary, and can be more or less than the number of words listed.

**Complex translation that require a high level of technical, scientific, or medical expertise in the respective field.

Payment shall be processed upon the Contractor submitting the following with the Invoice: A signed Estimate of Translation with CCHCS signature approval, Invoice Date, Language, Date of Service, Project Service Type, Requestor Name and Phone Number, and the Certificate of Accuracy.

All rates are all-inclusive and only the actual words translated will be paid. The awarded Contractor will be obligated to provide services at the rates offered in this Cost Worksheet.

Note: All services performed are paid in arrears.

ATTACHMENT D

BIDDER DECLARATION

GSPD-05-105 (REV 08/09)

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

The GSPD-05-105; can be found at: <http://www.documents.dgs.ca.gov/pd/delegations/GSPD105.pdf>

ATTACHMENT E

PAYEE DATA RECORD

STD. 204 (Rev. 6-2003)

Completed Payee Data Record (STD. 204) and sign the form

The STD.204, can be found at: <http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf>

ATTACHMENT F

OFFEROR REFERENCES

Submission of this attachment is **mandatory** for the proposed personnel. Failure to complete and return this attachment with your offer will cause your offer to be eliminated from further consideration and ineligible for award. **ONLY ONE (1) CDCR reference will be accepted to meet this requirement. Letters of recommendation are NOT acceptable as references.) It is the responsibility of the Offeror to ensure references are verifiable. If references provided cannot be verified by CCHCS, the offer may be eliminated from further consideration and ineligible for award.**

List below three references for services performed within the **last five (5) years**, which are similar to the Statement of Work to be performed in this contract.

Please Print or Type

REFERENCE 1

Name of Firm			
Street Address	City	State	Zip
Contact Person	Telephone Number		
Dates of Service	Value or Cost of Service		
Brief Description of Service Provided			

REFERENCE 2

Name of Firm			
Street Address	City	State	Zip
Contact Person	Telephone Number		
Dates of Service	Value or Cost of Service		
Brief Description of Service Provided			

REFERENCE 3

Name of Firm			
Street Address	City	State	Zip
Contact Person	Telephone Number		
Dates of Service	Value or Cost of Service		
Brief Description of Service Provided			

ATTACHMENT G

CONTRACTOR CERTIFICATION CLAUSES
(CCC-307)

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The person's or organization's policy of maintaining a drug-free workplace;
 3. Any available counseling, rehabilitation and employee assistance programs; and,
 4. Penalties that may be imposed upon employees for drug abuse violations.
 - c. Every employee who works on the proposed Agreement will:
 1. Receive a copy of the company's drug-free workplace policy statement; and,
 2. Agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:
Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

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.

Former State Employees (Pub. Contract Code §10411):

1. For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract 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 contract while employed in any capacity by any state agency.

2. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract 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 contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)
3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:
 - a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
 - b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
 - c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.
6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

ATTACHMENT H

STATE OF CALIFORNIA
DEPARTMENT OF CORRECTIONS AND REHABILITATION

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

CDCR 181 (Rev 10/14)

Individuals who are not employees of the California Department of Corrections and Rehabilitation (CDCR), but who are working in and around inmates who are incarcerated within California's institutions/facilities or camps, are to be apprised of the laws, rules and regulations governing conduct in associating with prison inmates, Title 15, Section 3285. The following is a summation of pertinent information when individuals not employed by the department (volunteers, media, contractors and their employees and dignitaries) come in contact with prison inmates.

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

SOURCE: California Penal Code (PC) Sections 5054 and 5058; California Code of Regulations (CCR), Title 15, Sections 3283, 3285, 3289, 3292 and 3415

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

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

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

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

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

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

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

SOURCE: PC Sections 602, 4570.5 and 4571; CCR, Title 15, Sections 3173, 3283 and 3289

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

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

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

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

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

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

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

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

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

SOURCE: CCR, Title 15, Section 3261.5

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

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

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

ATTACHMENT I

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 RFO and/or resulting contract. Based on my involvement with the project, 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 project and related initiative(s)/procurement(s)/trainings thereof.

At all times during and after the process by which the California Correctional Health Care Services (CCHCS) and/or the California Department of Corrections and Rehabilitation (CDCR) procures goods and services to create the Project, CCHCS' and/or CDCR's employees, CCHCS' prospective bidders, and/or CCHCS and/or CDCR's 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 CCHCS' and/or CDCR's confidential information using the same degree of care, but no less than a reasonable degree of care, as such party uses to protect his/her/its own confidential information. The parties will carefully restrict access to CCHCS' confidential information, and they may disclose it only to their employees, contractors, and/or other State agencies that have a need to know it and are bound by obligations of confidentiality.

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

Signature: _____ Date: _____

Company/Organization Name: _____

Printed Name: _____ Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____