



**REQUEST FOR OFFER (RFO)
PROJECT MANAGER – NON-INFORMATION TECHNOLOGY**

**LEVERAGED PROCUREMENT AGREEMENT (LPA)
CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS)**

**RFO #SD16-00294
ADDENDUM 1**

MARCH 17, 2017

The following revisions are made to RFO #SD16-00294 with this Addendum. All other terms and conditions of the RFO remain the same.

COVER PAGE updated as follows:

**STATE OF CALIFORNIA
REQUEST FOR OFFER (RFO)
PROJECT MANAGER – NON-INFORMATION TECHNOLOGY
LEVERAGED PROCUREMENT AGREEMENT (LPA)
CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS)**

**RFO #SD16-00294
MARCH 7, 2017**

The California Correctional Health Care Services (CCHCS) is soliciting offers for one (1) non-information technology (non-IT) Project Manager. All submitted offers must comply with the instructions found herein. Please refer to Exhibit A, Statement of Work (SOW).

The proposed term of this Agreement is April 10, 2017 through April 30, 2018 with an option to extend the Agreement for up to one (1) twelve (12) month term or any increment at the rates indicated in the original Agreement, if it is in the state’s best interest and in accordance with the California Multiple Award Schedules (CMAS) terms and conditions.

The Agreement award is subject to and contingent upon the availability of funds approved for this purpose. **The maximum dollar threshold for a non-IT services CMAS is capped at \$250,000.00.**

All offers must include a cover letter with original signature by an authorized company officer who has legal and binding authority. No electronic signatures will be accepted (e.g. DocuSign). By submitting an offer, a firm agrees to the terms and conditions stated in this Request for Offer (RFO) and in accordance with an authorized CMAS contract administered by the Department of General

Services, Procurement Division (DGS/PD).

Offers are due by **Tuesday, March 28, 2017, 2:00 PM Noon, Pacific Standard Time (PST)**. Responding offers and any required copies must be submitted per the instructions herein.

Department Contact:

CCHCS – Acquisitions Management, Contracts Unit
Zac Salvo
~~8260 Long Leaf~~ 8280 Longleaf Dr. D-2
Elk Grove, CA 95758
(916) 691-9407
Zachery.Salvo@cdcr.ca.gov

RESPONSE GUIDELINES, ITEM 9. updated as follows:

9. Bidder Declaration Form (GSPD-05-105) (Attachment ~~8~~ 7)

All Offerors must complete the Bidder Declaration (GSPD-05-105) form and include it with the offer response. When completing the declaration, Offerors must identify all subcontractors proposed for participation in the contract. The Offerors awarded the contract are contractually obligated to use the subcontractors for the corresponding work identified unless the State agrees to a substitution incorporated by amendment to the contract;

RESPONSE GUIDELINES, ITEM 11. updated as follows:

11. Completed Payee Data Record (STD. 204) (Attachment ~~7~~ 6);

RESPONSE GUIDELINES, ITEM 15. updated as follows:

15.A detailed description of Contractor’s Methodology for completing the services requested in Exhibit A, ~~(Statement of Work)~~ SOW, Section B ~~C~~ C (Scope of Services) including, but not limited to, the functions, roles, and responsibilities of contractor personnel (i.e., individual consultant);

RESPONSE GUIDELINES, ITEM 21. OTHER REQUIREMENTS e. updated as follows:

e. Security Awareness, Understanding and Accountability Form (Attachment 8)

KEY DATES, SUBMISSION OF OFFER, DEPARTMENT CONTACT updated as follows:

CCHCS – Acquisitions Management, Contracts Unit
Zac Salvo
~~8260 Long Leaf~~ 8280 Longleaf Dr. D-2
Elk Grove, CA 95758
(916) 691-9407
zachery.salvo@cdcr.ca.gov

SELECTION PROCESS updated as follows:

SELECTION PROCESS

All Offers will be reviewed for responsiveness to the requirements of this RFO. Incomplete Offers will not be considered. If a response is missing required information, it will be eliminated from further consideration.

The CCHCS Assessment and Selection Team will compare responsive offers based on the “Best Value” method that includes costs as a factor. “Best Value” will be determined based on the criteria listed below:

- Completeness of Offer (Pass/Fail)
- Contractor Qualifications
- Work Samples
- Contractor References
- Cost as indicated in Exhibit B-1, Rate Sheet

Contractor must meet the Mandatory Qualifications in order to be considered for selection. Contractor’s resumes will be compared based on stated and verified experience against the Mandatory (and Desirable) Qualifications listed in Exhibit A, SOW, Section B, Mandatory Qualifications. Contractor interviews are not a part of the selection process; however, they may be conducted at the sole discretion of the State.

The CCHCS reserve the right to reject all offers. The CCHCS are not required to award an agreement. Before submitting a response to this RFO, offerors should review, correct all errors and confirm compliance with the RFO requirements.

EXHIBITS AND ATTACHMENTS updated as follows:

Exhibit A	Statement of Work
Exhibit B	Budget Detail and Payment Provisions
Exhibit B-1	Rate Sheet
Exhibit C	CCHCS Special Provisions
Exhibit D	Business Associate Agreement (HIPAA)
<u>Exhibit E</u>	<u>Information Security Agreement</u>
Attachment 1	Required Attachment Checklist
Attachment 2	Offer Certification Sheet
Attachment 3	Contractor Confidentiality Statement
Attachment 4	Non-Disclosure Agreement
Attachment 5	Offeror Client/Staff References

Attachment 6	Payee Data Record (STD 204)
Attachment 7	Bidder Declaration (GSPD-05-105)
<u>Attachment 8</u>	<u>Security Awareness, Understanding and Accountability Form</u>
<u>Attachment 9</u>	<u>Primary Laws, Rules and Regulations</u>
<u>Attachment 10</u>	<u>Deliverable Acceptance Document (DAD)</u>

EXHIBIT A, STATEMENT OF WORK, SECTION C. SCOPE OF SERVICES updated in part as follows:

The HR/PM shall be required to perform activities and tasks in support of this Statement of Work (SOW) that will be determined and scheduled by the HR Assistant Deputy Director, or his/her selected representative, assisted by the selected Contractor.

EXHIBIT A, STATEMENT OF WORK, SECTION C. SCOPE OF SERVICES, ITEM 2.e. updated as follows:

Department of State Hospitals (DSH) Life Lift and Shift – Identify and coordinate HR activities related to the transition of DSH programs in three facilities to CDCR management

EXHIBIT A, STATEMENT OF WORK, SECTION C. SCOPE OF SERVICES, ITEM 4. DELIVERABLES INCLUDE: updated as follows:

- a. ~~Services and a~~ All documents required in support of Deliverable 1 - shall be provided within the first 30 days of the contract's execution, with weekly updates and monthly summary reports provided thereafter until conclusion of the agreement;
- b. ~~Services and a~~ All documents required to support Deliverable 2 - are required within the first 30 days of the contract's execution, with weekly updates and monthly summary reports provided thereafter until conclusion of the agreement. The exception shall be training requirements, if applicable. Identification of required training shall be completed within the first 90 days of the contract's execution, with weekly updates and monthly summary reports provided thereafter until conclusion of the agreement.
- c. ~~Services and a~~ All documents required to support Deliverable 3 - are required within 120 days of contract's execution, with monthly summary reports provided thereafter, and final project turnover documentation due by March 31, 2018 or upon termination/expiration of the resulting contract as identified by CCHCS.

EXHIBIT A, STATEMENT OF WORK, SECTION D. ACCEPTANCE OF ASSIGNED DELIVERABLES updated in part as follows:

All concluded work shall be submitted to the HR Assistant Deputy Director, or a selected representative, for review, approval and/or rejection. Payment for all tasks performed under this SOW shall be by Deliverables. It shall be the /CCHCS's sole determination as to whether a deliverable has been successfully completed and is acceptable to the CCHCS. There must be a signed Deliverable Acceptance Document (DAD) for each deliverable before invoices can be processed for payment. Signed acceptance is required from the HR Assistant Deputy Director, or a selected representative, before approving an invoice for payment.

EXHIBIT A, STATEMENT OF WORK, SECTION F. ASSUMPTIONS AND CONSTRAINTS, ITEM 4. updated as follows:

4. The primary work location is at CCHCS, Human Resources located at ~~8260~~ 8280 Longleaf Drive, Bldg. D, Elk Grove, California.

EXHIBIT A, STATEMENT OF WORK, SECTION H. CCHCS ROLES AND RESPONSIBILITIES, ITEM 5. updated as follows:

5. 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 ~~Statement of Work~~ SOW. Review and approve all work products.

EXHIBIT A, STATEMENT OF WORK, SECTION H. CCHCS ROLES AND RESPONSIBILITIES, ITEM 7. updated as follows:

7. Provide work space accommodations currently located at ~~8260~~ 8280 Longleaf Dr., Building D, Sacramento, California. Office space shall include a desk, analog telephone, IT equipment, software, and hardware necessary for the Consultant(s) to accomplish their assigned tasks at no cost to the Contractor. CDCR, however, shall not provide Consultant(s) with a cell phone, smart phone, and/or any other voice communication device of a similar nature.

EXHIBIT B, BUDGET DETAIL AND PAYMENT PROVISIONS, SECTION A. INVOICE AND PAYMENT replaced in its entirety:

A. INVOICING AND PAYMENT

1. Contractor shall submit to CCHCS, a written invoice for all accepted Deliverables in accordance with Exhibit B-1 (Rate Sheet) of this Agreement. No invoice shall be honored by CCHCS until prior acceptance is obtained for the Deliverable or Service relating to said invoice.
 - a. Upon completion of a deliverable in accordance with the acceptance criteria set forth in Exhibit A (Scope of Work) and Exhibit A-1 (Detailed Scope of Work), the full charge for such deliverable, less a ten-percent (10%) withhold and amount(s) previously invoiced to CCHCS, may be submitted for payment.
 - (a) A DAD must be approved by CCHCS' Contract Manager or designee, before approval of Contractor's invoice for payment.
2. Contractor invoices shall not be submitted more frequently than monthly to the CCHCS.
3. Invoices reflecting progress payments shall not exceed ninety percent (90%) of the total amount of this Agreement with the balance to be invoiced upon successful completion of all deliverables.
 - a. It is CCHCS' sole determination as to whether all deliverables have been successfully completed and are acceptable to CCHCS.
 - b. Payment of Contractor's total 10% withhold is subject to completion of all deliverables and submittal of final DAD to the satisfaction of CCHCS.
4. All invoices shall be submitted on Contractor's letterhead and include the CCHCS Purchase Order and Agreement numbers, consultant's name, task number, task and/or deliverable title, and invoice total.

a. Any invoices submitted without the above referenced information may be returned to Contractor for revision(s).

5. Contractor shall address and submit all invoices to:

California Correctional Health Care Services
Acquisitions Management Section, Building D-2
P.O. Box 588500
Elk Grove, CA 95758

EXHIBIT B, BUDGET DETAIL AND PAYMENT PROVISIONS, SECTION H. TRAVEL AND MISCELLANEOUS added as:

H. TRAVEL AND MISCELLANEOUS EXPENSES

For purposes of this RFO, there is no travel anticipated.

EXHIBIT B-1, RATE SHEET replaced in its entirety:

EXHIBIT B-1
RATE SHEET

Contractor agrees to furnish all labor, insurances, licenses, transportation and permits necessary to perform all services required in accordance with the Statement of Work (Exhibit A) and Terms and Conditions of the ensuing Contract.

Unless otherwise specified by CCHCS and agreed to by Contractor, the rates set forth shall remain in force throughout term of the ensuing Contract and shall include every item of expense, direct and indirect, including State sales tax incidental to the price, if applicable.

Any Contract awarded as a result of this RFO will be invoiced and reimbursed on a deliverables basis subject to the provisions in Exhibit B, Budget Details and Payment Provisions, and approval by the CCHCS Project Manager, or designee, of tasks performed by the Consultants.

Deliverable	Classification/Labor Category (CMAS)	Consultant Name	Hourly Rate	Estimated Number of Hours	Total Deliverable Cost
Deliverable 1 - Consultant(s) shall provide project management, oversight, appropriate tools and guidance to the stakeholders assigned to the HR initiatives to ensure effective execution and coordination of the activities required for administrative.					
Deliverable 2 - Ensure the programs' initiatives are planned and designed to meet requirements. Work with Stakeholders to ensure all requirements are being met across all impacted areas.					

Deliverable 3 - Ensure project documentation is compiled and assembled to ensure a smooth project turnover. This includes providing guidance and oversight to ensure any required information is documented and provided to the impacted stakeholders at the completion of the engagement.					
Total Cost of Deliverables					

CCHCS NOTE: This is a Deliverable-based Agreement. The proposed hourly rates cannot exceed the hourly rates published in the LPA contract; and the classification listed above shall be available in the LPA contract. In addition, the subcontractor's hourly rate, if applicable, cannot exceed the prime contractor's published LPA rates.

EXHIBIT B-1a, RATE SHEET – OPTIONAL YEAR COSTS removed from RFO.

EXHIBIT E, INFORMATION SECURITY AGREEMENT has been added to this RFO:

1. Introduction and Purpose

- a. This Information Security Agreement (ISA) outlines the Service Provider requirements for the collection, maintenance, and dissemination of any information that identifies or describes an individual in conjunction with the performance of services provided to CCHCS under any contract, purchase document, Memorandum of Understanding, or any other transaction involving information receipt or information exchange between CCHCS and the Service Provider.
- b. This ISA does not substitute for any other addendum, attachment, exhibit or obligation with respect to protected health information and the applicability of and requirement to comply with the Health Information Portability and Accountability Act of 1996 (HIPAA) P.L. No. 104-191, 110 Stat. 1938 (1996), including the HIPAA Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

2. Definitions

- a. The term “personal information” means any information that is maintained by an agency that identifies or describes an individual, including, but not limited to, his or her name, social security number, physical description, home address, home telephone number, education, financial matters, and medical or employment history. It includes statements made by, or attributed to, the individual under the provisions of the California Information Practices Act (Civil Code Section 1798 et Seq.).
- b. The term “public information” means information maintained by state agencies that is not exempt from disclosure under the provisions of the California Public Records Act (Government Code Sections 6250-6265) or other applicable state or federal laws.
- c. The term “confidential information” means information maintained by state agencies that is exempt from disclosure under the provisions of the California Public Records Act (Government Code Sections 6250-6265) or has restrictions on disclosure in accordance with other applicable state or federal laws.
- d. The term “sensitive information” means any public information or confidential information that requires special precautions to protect from unauthorized use, access, disclosure, modification, loss, or deletion as identified in Information Security Program Management Standard 5305-A of the California Statewide Information Management Manual (SIMM).
- e. The term “service provider” means any vendor, contractor, subcontractor, or third party, including employees, independent contractors or consultants providing any service to CCHCS under this ISA.

3. Acknowledgments

- a. As an entity engaged in a contract, agreement, memorandum of understanding (MOU) and/or information receipt and/or information exchange with CCHCS, you (herein referred to as the Service Provider) acknowledge and agree that in the course of contract, agreement, MOU by and as indicated beyond, Service Provider shall comply with applicable United States and California laws and regulations, including *but not limited to* Sections 14100.2 and 5328 et seq. of the Welfare and Institutions Code, Section 431.300 et seq. of Title 42, Code of Federal Regulations, the Health Insurance Portability and Accountability Act (HIPAA), including but not limited to Section 1320 d et seq., of Title 42, United States Code and its implementing regulations (including but not limited to Title 45, CFR, Parts 160, 162 and 164) regarding the confidentiality and security of individually identifiable health information (IIHI), California Medical Information Act, Lantermann-Petris-Short Act, Alcohol

Substance and Abuse Act, California Public Records Act, California Information Practices Act of 1977, the California State Administrative Manual and its associated regulations, mandates, budget letters and memorandums, and the State Information Management Manual.

4. Standard of Care

- a. Service Provider acknowledges and agrees that, in the course of its engagement by CCHCS, Service Provider may receive or have access to sensitive and/or private information.
- b. Service Provider shall comply with the terms and conditions set forth in this ISA regarding creation, collection, receipt, management, sharing, exchanging, transmission, storage, disposal, use and disclosure of sensitive and confidential information.
- c. Service Provider shall be responsible for, and remain liable to, CCHCS for the actions of unauthorized employees, contractors and subcontractors concerning the treatment of CCHCS related sensitive and confidential information, as if they were Service Provider's own actions.
- d. In recognition of the foregoing, Service Provider acknowledges and agrees it shall:
 - i. Treat sensitive and confidential information with such degree of care required by federal and state requirements including but not limited to the United States National Institute for Standards and Technology and the State Administrative Manual Chapter 5300.
 - ii. Collect, use and disclose sensitive and confidential information solely and exclusively for the purposes for which the information, or access to it, is provided pursuant to the terms and conditions of this ISA;
 - iii. Not use, sell, rent, transfer, distribute, or otherwise disclose or make available sensitive or confidential information for the benefit of anyone other than CCHCS without CCHCS's prior written consent.

5. Responsibilities of the Service Provider

- a. The Service Provider is obligated to ensure the following:
 - i. *Safeguards.* To prevent the unauthorized creation, use, management, transfer, distribution, storage, etc. other than as provided for by this ISA. The Service Provider shall develop and maintain an information privacy and security program that includes the implementation of administrative, technical, and physical safeguards appropriate to the size and complexity of the Service Provider's operations and the nature and scope of its activities. The information privacy and security programs must reasonably and appropriately protect the confidentiality, integrity, and availability of the CCHCS information it creates, receives, maintains, or transmits; and prevent the use or disclosure of CCHCS information other than as provided for by this ISA. The Service Provider shall provide CCHCS with information concerning such safeguards as CCHCS may reasonably request from time to time.
 - ii. The Service Provider shall restrict logical and physical access to CCHCS sensitive and confidential information to authorized users only.
 - iii. The Service Provider shall implement appropriate authentication methods to ensure information system access to sensitive and confidential information. If passwords are used in user authentication (e.g., username/password combination), the Service Provider shall implement strong password controls on all compatible computing systems (including hand held and mobile devices) that are consistent with the National Institute of Standards and Technology (NIST) Special Publication 800-68 and the SANS Institute Password Protection Policy.
- b. The Service Provider shall:

Implement the following security controls on each server, workstation, or portable (e.g., laptop computer) computing device that processes or stores sensitive or confidential information:

- i. Install a network-based firewall and/or personal firewalls;
 - ii. Continuously update anti-virus software on all systems;
 - iii. Institute a patch-management process including installation of all operating system/software vendor security patches; and
 - iv. Encrypt all confidential, personal, or sensitive data stored on portable electronic media (including but not limited to CDs and thumb drives) and on computing devices (including but not limited to laptop computers, cell phones, and tablets) with a solution that uses proven industry standard encryption algorithms.
- c. The Service Provider shall not transmit confidential, personal, or sensitive data via e-mail or other Internet transport protocol over a public network unless, at minimum, a 128-bit encryption method (for example AES, 3DES, or RC4) and strong passwords are used to secure the data.
- d. *Mitigation of Harmful Effects.* To the extent practicable, Service Provider will mitigate harmful effects known to the Service Provider of a use or disclosure of sensitive and/or confidential information by the Service Provider or its sub-Service Providers.
- e. *Agents and Contractors or Subcontractors of the Service Provider.* To ensure any agent, including a contractor or subcontractor to the Service Provider that provides CCHCS information or created or received by the agent, contractor or subcontractor for the purposes of this contract, Service Provider shall ensure that such agents, contractors or subcontractors comply with the same restrictions and conditions in this ISA that apply to the Service Provider with respect to such information.
- f. *Notification of Electronic Breach or Improper Disclosure.* During the term of this ISA, Service Provider shall notify CCHCS within 24 hours upon discovery of any probable breach of sensitive or confidential information where (1) the information is reasonably believed to have been acquired by an unauthorized person and/or (2) reasonably believed to have an effect of more than 499 people/identities. Immediate notification shall be made to the CCHCS Chief Information Security Officer, Information Security Officer and/or their designee(s). Service Provider shall take prompt corrective action to cure any deficiencies and any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations while at the same time preserving evidence for investigation. Service Provider shall investigate such breach and provide a written report of the investigation to the CCHCS Information Security Officer, postmarked or emailed within eight (8) business days of the discovery of the breach.
- g. *Employee Training and Discipline.* To train and use reasonable measures to ensure compliance with the requirements of this ISA by employees who assist in the performance of functions or activities under this ISA and use or disclose CCHCS information; and have in place a disciplinary process for such employees who intentionally violate any provisions of this ISA, up to and including termination of employment as required by law or policy.
- h. *Audits, Inspection and Enforcement.* From time to time, CCHCS may inspect the facilities, systems, books and records of Service Provider to monitor compliance with this ISA. Service Provider shall promptly remedy any violation of any provision of this ISA and shall certify the same to the CCHCS Information Security Officer in writing. The fact that CCHCS inspects, or fails to inspect, or has the right to inspect, Service Provider's facilities, systems and procedures does not relieve Service Provider of its responsibilities to comply with this ISA. CCHCS's failure to detect or detection, but failure to notify Service Provider or require Service Provider's remediation of any unsatisfactory practice, does not constitute acceptance of such practices or a waiver of CCHCS's enforcement rights under this ISA.

6. Termination

- a. *Termination for Cause.* Upon CCHCS's knowledge of a material breach of this ISA by Service Provider, CCHCS shall either:

- i. Provide an opportunity for Service Provider to cure the breach or end the violation and terminate this ISA if Service Provider does not cure the breach or end the violation within the time specified by CCHCS.
 - ii. Immediately terminate this ISA if Service Provider has breached a material term of this ISA and cure is not possible; or
 - iii. If neither cure nor termination is feasible, the CCHCS Information Security Officer shall report the violation to the CCHCS Chief Privacy Officer and Director of the CCHCS Legal Office.
- b. *Judicial or Administrative Proceedings.* CCHCS may terminate this ISA, effective immediately, if (i) Service Provider is found liable in a civil matter; or (ii) found guilty in a criminal matter proceeding for a violation of federal or state law, rules and/or regulations, in particular within the nature of information confidentiality and protection.
- c. *Effect of Termination.* Upon termination or expiration of this ISA for any reason, Service Provider shall return or destroy all CCHCS information received from CCHCS that Service Provider still maintains in any form, and shall retain no copies of such information; or, if return or destruction is not feasible, it shall continue to extend the protections of this ISA to such information, and limit further use of such information to those purposes that make the return or destruction of such information infeasible. This provision shall apply to information that is in the possession of contractors to the Service Provider and/or agents of the Service Provider.

ATTACHMENT 8, SECURITY AWARENESS, UNDERSTANDING & ACCOUNTABILITY FORM
has been added to this RFO:

Print Form



IT Services Division
**Security Awareness,
 Understanding & Accountability Form**
(version 3.3)

CCHCS Tracking #

Annual Information Security Training and Awareness is required for any person that is required to use California Correctional Health Care Services IT assets or information as part of their job function. By signing this document you certify that you are aware of, understand, and are accountable for complying with CCHCS Information Security Policies as defined in the CDCR Department Operations Manual (DOM).

NAME: 	BUSINESS UNIT:
TELEPHONE NUMBER: 	E-MAIL ADDRESS:
STATE EMPLOYEE/CONTRACTOR: 	HAS COMPLETED INFORMATION SECURITY TRAINING & AWARENESS:

As a user of CCHCS IT assets or information, I agree to the following terms and conditions:

- a. I will comply with all State policies and laws regarding the use and protection of State IT assets and information.
- b. I will comply with all CCHCS Information Security Policies as defined in the CDCR DOM, Chapter 4, Article 45.
- c. I will use CCHCS Services IT assets and information for authorized purposes only.
- d. I will exercise all precautions necessary to protect confidential, sensitive, personal, and protected information.
- e. I will use care to physically secure CCHCS IT assets and information from unauthorized access, theft, damage, or misuse.
- f. I will not share my passwords with anyone.
- g. I will only access system areas, functions, or files that I am formally authorized to use.
- h. I will access CCHCS systems and networks using only my assigned user ID(s) and password(s).
- i. I will not perform any act that interferes with the normal operations of IT systems.
- j. I will use only CCHCS approved IT systems.
- k. I will comply with all applicable copyright laws.
- l. I have taken within this current calendar year or will take within the next 30 business days the CCHCS/CDCR Information Security Training and Awareness session "B4081" and understand my responsibilities as described in that material.
- m. I acknowledge my responsibility to take the CCHCS Information Security Training and Awareness "B4081" at least annually thereafter or as directed by CCHCS.
- n. I understand that illegal use of CCHCS IT assets and information may be a public offense punishable under Section 502 of the California Penal Code.

NAME: 	SIGNATURE: 	DATE SIGNED:
MANAGER: 	MANAGER'S SIGNATURE: 	DATE SIGNED:

ATTACHMENT 9, PRIMARY LAWS, RULES AND REGULATIONS has been added to this RFO:

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 PRISON INMATES. I ALSO UNDERSTAND VIOLATION OF ANY OF THE ABOVE COULD RESULT IN EXPULSION FROM A CDC 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 10, DELIVERABLE ACCEPTANCE DOCUMENT (DAD) has been added to this RFO:

Contract Information:		
<u>Vendor:</u>	<u>Contract #:</u>	<u>Project:</u>
<u>CCHCS Project Manager:</u>		<u>Date Submitted:</u>
<u>Consultant Name:</u>		

Deliverable Acceptance Status:
<input type="checkbox"/> <u>Deliverable is in conformance with the Contract</u>
<input type="checkbox"/> <u>Accept with changes (See Remarks)</u>
<input type="checkbox"/> <u>Not Accepted (See Remarks)</u>

Deliverable Breakdown per Exhibit B-1:		
<u>Deliverable # & Description:</u>	<u>Deliverable Amount:</u>	<u>Billable Amount:</u>
	\$	\$

Remarks:

Required Signatures:	
<u>Contractor:</u>	
_____	_____
<u>Name, Title</u>	<u>Date</u>
<u>CCHCS Representative (Project Manager):</u>	
_____	_____
<u>Name, Title</u>	<u>Date</u>