



Request for Offer (RFO) # 09-025-ITS
SAP Human Capital Management (HCM) Consultant
Posted 12/02/2009

Addendum #2

Corrects: Page 5 (Selection Process), the table entitled "Best Value Criteria", as attached.

Purpose: Add Administrative Criteria and Cost to the Best Value Criteria score.

This Notification is in accordance with the RFO's Addendum #2, which also corrected the Best Value Criteria scoring method.

Responses are due electronically by December 7, 2009, no later than 4:00 p.m. (PST).

If you have any questions or concerns, please contact Alexander Thomson at (916) 764-4444.



CALIFORNIA MULTIPLE AWARDS SCHEDULE
CALIFORNIA PRISON HEALTH CARE SERVICES
BUSINESS CONSULTING SERVICES

STATE OF CALIFORNIA
DEPARTMENT OF CORRECTIONS AND REHABILITATION
STRATEGIC OFFENDER MANAGEMENT SYSTEMS (SOMS) PROJECT

REQUEST FOR OFFER

INFORMATION TECHNOLOGY CONSULTING
LEVERAGED PROCUREMENT AGREEMENT (CMAS)
SAP Human Capital Management (HCM) Consultant
RFO #09-025-ITS

December 2, 2009

The California Department of Corrections and Rehabilitation (CDCR) is requesting offers for an Information Technology (IT) Systems Application and Products (SAP), Human Capital Management (HCM), Consultant to support CDCR's Strategic Offender Management Systems (SOMS) Project. The SAP HCM Consultant will provide technical interface development services using SAP HCM concepts for the Business Information System (BIS) Project through the CDCR, Enterprise Information Services (EIS) Division, SOMS Interfaces Team Manager or designee. In submitting your offer, you must comply with the instructions found herein.

The term of the proposed Agreement is from January 4, 2010, or upon final execution of the contract, whichever is later, through January 3, 2011. The ensuing contract award is subject to and contingent upon availability of funds approved for this purpose.

All offers must be signed by an authorized officer of the company who has legal and binding authority. By submitting an offer, your firm agrees to the terms and conditions stated in this Request for Offer and in accordance with your authorized Leveraged Procurement Agreement (i.e., California Multiple Award Schedule [CMAS] contract).

Offers for this consulting engagement are due by **4:00 p.m., Monday, December 7, 2009**. **Responses to this RFO and any required copies must be submitted by electronic mail and clearly labeled to the department contact noted below.**

Department Contact:

California Department of Corrections and Rehabilitation
Strategic Offender Management Systems (SOMS) Project
Attention: CYNTHIA BASA-PINZON
P.O. Box 4038
Sacramento, CA 95812-4038
(916) 324-8045
Cynthia.Basa-Pinzon@cdcr.ca.gov

For Technical Questions:

MICHELLE SITAR, SOMS Project Manager
(916) 358-2320
Michelle.Sitar@cdcr.ca.gov

RESPONSE GUIDELINES

This RFO, Offeror's response to this document, the CMAS General Provisions – Information Technology (GSPD 401IT, effective 04/12/2007), and applicable CMAS IT Special Provisions, will be made part of the ordering department's Purchase Order and/or procurement contract file.

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

1. Cover letter signed by the authorized officer of the company who has legal and binding authority;
2. Company name, mailing address, and telephone number;
3. Name, telephone number, and email address of contact person;
4. Submission date of the offer;
5. The complete CMAS contract including cover page that includes the California Department of General Services (DGS) logo, contract number, CMAS contract term dates, and the DGS Contract Administrator's signature;
6. Copy of Liability Insurance Certificate;

The Offeror must furnish to the State a certificate of insurance stating that there is liability insurance presently in effect, for the Offeror of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined. The certification of insurance must include the following provisions:

- a. The insurer will not cancel the insured's coverage without 30 days prior written notice to the State; and
- b. The State of California is included as additional insured.

7. Copy of Proof of Worker's Compensation Insurance;

Offeror shall furnish to the State a certificate of insurance stating that there is Workers' Compensation insurance on all of its employees who will be engaged in the performance of the ensuing Agreement. The certificate of insurance must include the provision that insurer will not cancel the insured's coverage without 30 days prior written notice to the State.

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

This worksheet must show personnel classifications. At CDCR's discretion, the ensuing contract may be amended consistent with the terms and conditions of the initial Agreement. **Any unanticipated work must be approved by the CDCR SOMS Project Director and will be paid at the consultant(s) hourly rate as identified in Exhibit B-1.**

As best value, Exhibit B-1 must provide: 1) a description of services; 2) estimated number of hours per deliverable; and 3) hourly rate per deliverable. Please recognize that the ensuing Agreement will be invoiced and reimbursed on a deliverables basis. The number of hours and hourly rate are for information and staffing purposes only.

9. Offeror Declaration Form (STD 840A), (Attachment C);

All Offerors must complete the Offeror Declaration (GSPD-05-105) and include it with the offer 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 the corresponding work identified unless the State agrees to a substitution and it is incorporated by amendment to the contract.

10. If applicable, contractor's Small Business and/or Disabled Veteran's Business Enterprise Certification;
11. Completed Payee Data Record (STD 204), (Attachment D);
12. The total number of years the company has been in business performing procurement support consulting services as described in Exhibit A, SOW;
13. Resume(s) of each proposed candidate that includes only the last ten years (May 1999 through present) of work experience. Resume(s) must include the start and end date of each job, qualifications and experience in consulting services, and copies of all certifications/licenses that are required under Exhibit A, SOW, Section C.2.a., Mandatory Qualifications. Resumes must easily identify (or point out) the candidate's experience that will be used to meet the minimum requirements identified in Exhibit A, SOW, and all experience above the minimum requirements that will be used for selection purposes;
14. A description of Offeror's and proposed candidate(s) expertise and experience related to the services to be provided in Exhibit A, SOW;
15. References should be for the same complexity and magnitude as proposed in Exhibit A, SOW. An Offeror must provide a minimum of four (4) customer references that have contracted similar services from Offeror. At least one (1) of these references should be from a State of California Department or Agency for a previous project that is similar in nature to the work outlined in this RFO. CDCR staff may contact referenced organizations when reviewing an Offeror's offer to verify the information provided. A reference must be external to an Offeror's organization and corporate structure. At least one reference shall be provided based upon company history and at least two shall be specific to the individual. When identifying a reference please identify whether the reference is for a company or specific to the individual; and
16. Provide a detailed description of contractor's approach for completing the activities, tasks, and deliverables identified in Exhibit A, SOW, Section D, Scope of Services, which includes the functions, roles, and responsibilities of the proposed candidate(s). Due to the variety of deliverables and potential short timeframes, more than one candidate may be submitted to complete the work.
17. Other Requirements

Offeror's proposed staff will be required to complete the following exhibits prior to award. **Do not submit them with your offer response.**

- a. Contractor Confidentiality Statement (Attachment A)

The Political Reform Act of 1974 (Government Code Sections 81000-91015) requires certain state employees and Consultant(s) designated in the DGS Conflict of Interest Code to file public, personal financial disclosure reports. As stated in Exhibit C, 5a, due to the nature of this work effort, the candidate(s) must be free from financial conflicts of interest. The candidate(s) must adhere to the guidelines and provisions listed in Exhibit C.

- b. Non-Disclosure Agreement (Attachment B)
- c. Statement of Economic Interests (Form 700) (Attachment E)

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

KEY DATES

| Event | Date | Time |
|---|-----------------------------|-------------|
| Release of Request for Offer | 11/23/2009 | |
| Questions and/or Clarifications Submittal (latest date) | 11/30/2009 | 4:00 p.m. |
| Offer Response Submission Due Date | 12/07/2009 | 4:00 p.m. |
| Comparison of Offers and Interview(s), if warranted. | 12/14/2009 to 12/16/2009 | |
| Best Value Determination – Selection of Vendor | 12/17/2009 | 4:00 p.m. |
| Proposed Contract Start Date* | 01/04/2010 | |

* Date subject to change

SELECTION PROCESS

All offers will be reviewed for responsiveness to requirements of the RFO. Incomplete offers may not be considered. If a response is missing required information, it may be deemed non-responsive. Responsive offers will be scored on the “best value” criteria listed below. Further review is subject to CDCR’s discretion.

| Best Value Criteria | |
|--|------------------|
| SAP Experience | 55 Points |
| <ul style="list-style-type: none"> • Number of years hands-on experience in similar SAP Human Capital Management (HCM) projects; | 0-5 |
| <ul style="list-style-type: none"> • Number of years experience with SAP HCM OM/PA, Time, and Shift Management functionality; | 0-10 |
| <ul style="list-style-type: none"> • Number of years experience with hands-on SAP HCM structural authorizations, data mapping, and integration experience; | 0-15 |
| <ul style="list-style-type: none"> • Number of years hands-on experience and expertise in working with OM/PA, Shift Management, and Time Management modules in SAP ECC 6.0 and solid knowledge of HCM configuration (SAP Public Sector); <u>and</u> | 0-10 |
| <ul style="list-style-type: none"> • Number of years experience with SAP HCM in public sector organizations; | 0-15 |
| Additional Industry Knowledge | 25 Points |
| <ul style="list-style-type: none"> • Number of years hands-on SAP experience with Integration Builder configuration, IDOC configuration, Interface mapping, Message mapping, and Collaboration brokers/Agreements; | 0-25 |
| <ul style="list-style-type: none"> • <u>Outlines and examples of services from other projects performed by the proposed consultant(s); and</u> | <u>0-10</u> |
| <ul style="list-style-type: none"> • <u>Applicable service and/or support that would benefit performance of service(s).</u> | <u>0-10</u> |
| Certifications | 20 Points |
| <ul style="list-style-type: none"> • SAP certification in XI/PI; or SAP Academy courses in SAP XI/PI 7.0; <u>and</u> | 0-10 |
| <ul style="list-style-type: none"> • Bachelor’s degree (or equivalent); or a certificate from an accredited University in Information Systems Management or Computer Science. | 0-10 |
| Administrative Criteria | 90 Points |
| <ul style="list-style-type: none"> • <u>Completeness of response package;</u> | <u>0-45</u> |
| <ul style="list-style-type: none"> • <u>Resume(s) for proposed consultant(s) describing experience levels in detail to support services outlined in the Statement of Work; and</u> | <u>0-25</u> |
| <ul style="list-style-type: none"> • <u>References for firm and/or consultant(s)</u> | <u>0-20</u> |
| Cost | 90 Points |
| <ul style="list-style-type: none"> • <u>The lowest cost proposal will receive the full cost points, and each proposal with a higher cost will receive a percentage of the total possible points.</u> | <u>0-90</u> |
| Total Points | 300 |

CDCR reserves the right to reject all offers and reissue this RFO. By State law, the contractor selected for the IT Independent Project Oversight Consultant engagement may be precluded from bidding on subsequent solicitations to provide consulting services for other BIS or SOMS components. The CDCR Special Provisions (Exhibit C) will be appended to the contract.

EXHIBITS AND ATTACHMENTS:

| | |
|--------------|--|
| Exhibit A | Statement of Work |
| Exhibit B | Budget Detail and Payment Provisions |
| Exhibit B-1 | Rate Sheet |
| Exhibit C | CDCR Special Provisions |
| Exhibit D | Deliverable Expectations Document |
| Exhibit E | Deliverable Acceptance Document |
| Attachment A | Contractor Confidentiality Statement |
| Attachment B | Non-Disclosure Agreement |
| Attachment C | Offeror Declaration (STD 840A) |
| Attachment D | Payee Data Record (STD 204) |
| Attachment E | Statement of Economic Interests (Form 700) |

EXHIBIT A STATEMENT OF WORK

A. PURPOSE

This Statement of Work (SOW) defines the activities of the Systems Applications and Products (SAP), Human Capital Management (HCM), Consultant to provide interface development services using SAP HCM for the California Department of Corrections and Rehabilitation (CDCR), Enterprise Information Services (EIS) Division, Strategic Offender Management Systems (SOMS) Project. Through the Business Information System (BIS) Technical Project Manager (TPM), or designee, the SAP HCM Consultant shall design, develop, and test the BIS-SOMS interface using the SAP HCM platform and the configured BIS application. The SAP HCM Consultant will lead, troubleshoot, and resolve all BIS-SOMS interface issues as it relates to HCM; conduct design sessions, develop interface to meet SOMS business requirements, test the BIS-SOMS interface, and deploy the interface.

B. BACKGROUND

The growing offender population combined with the increasing need to maintain more detailed information about each offender requires a more sophisticated method of record keeping than CDCR employs today. The SOMS project will encompass multiple, integrated applications along with a single statewide offender database, allowing CDCR to replace its current paper based, disparate, and duplicate systems with a single, strategic, statewide solution capable of supporting most of CDCR's adult and juvenile offender management needs. This system will integrate all offender data and improve adult and juvenile offenders' custody, correctional programs, parole monitoring, and administrative processes. The SOMS solution is being provided by HP Enterprise Services and Marquis the developer of the eOMIS COTS application. Interfaces within SOMS are Service Oriented Architecture (SOA) based utilizing Oracle Fusion Middleware products. Web Services (WSDL, SOAP and XML) is the preferred exchange mechanism.

CDCR's Business Information System (BIS) solution is an implementation of the Systems, Application and Products (SAP) in Data Processing suite of enterprise business management software. BIS streamlines the administrative processes of the Department, including financial, supply chain, and human resources management. BIS is an intranet-based, portal application using a browser-based user interface and a DB2 database.

CDCR has 60,000 employees, most of whom will have access to SOMS. SOMS will require human resource data on employees including physical work locations and work schedules. The BIS Interface will provide the human resource data needed in SOMS and will allow CDCR to avoid maintaining the same data in two separate systems (SOMS & BIS).

Due to the specialized nature of the SAP HCM interface that CDCR is implementing, the CDCR BIS HCM Team does not have the extensive background required to perform all of the required duties in order to design, develop, and deploy the BIS-SOMS interface solution. To gain the knowledge and skill sets required, CDCR staff would need to undertake thousands of hours of specialized training, which could potentially delay the SOMS Project deadlines. To mitigate these risks, CDCR needs to apply immediate resources to avoid delays. Therefore, CDCR is seeking an experienced SAP HCM Consultant to design, develop, and deploy the BIS-SOMS real time interface.

C. MINIMUM REQUIREMENTS

1. Company Qualifications

Company must have a minimum of four (4) years experience and expertise providing IT consulting services.

2. SAP HCM Consultant Qualifications

The Contractor shall assign a full time SAP HCM Consultant to the CDCR BIS technical support Team. The consultant must possess the following experience and education in accordance with the California Department of General Services (DGS) Job Classifications and Service Categories.

Candidates MUST meet all of the following Mandatory Qualifications to be considered for award. Candidates will be scored based on stated and verified SAP experience in the resume against both the Mandatory and Desirable Qualifications. At the discretion of CDCR, interviews may be a part of the selection process.

a. Mandatory Qualifications

1. Minimum of 4 years hands-on experience with SAP HCM config with respect to OM/PA, Time, and Shift Management modules;
2. Must have SAP certification in HCM for Public Sector or taken SAP Public Sector Academy courses in SAP HCM;
3. Must possess a minimum of 3 years of hands-on experience working SAP HCM (OM/PA) module, specifically with HR Info Types, OM/PA data types, and Time/shift schedules;
4. Must possess at least 3 years of hands-on experience and expertise in configuration of info types, Time functionality, Shift Schedule rules, and data migration efforts with SAP HCM in the ECC 6.0 platform;
5. Must have a minimum of 3 years of hands-on SAP experience with data extraction, data mapping, and configuration of SAP HCM sub modules such as OM/PA, Time, and Shift Management; and
6. The possession of a bachelor's degree (or equivalent) or a certificate from an accredited university in Information Systems Management or Computer Science.

b. Desirable Qualifications

1. Minimum of 3 years experience working on large and complex State IT projects; and
2. Minimum of 6 months experience working with CDCR on SAP projects.

D. SCOPE OF SERVICES

The SAP HCM Consultant is required to perform the following tasks. The detailed activities and tasks to be carried out in support of this SOW will be determined and scheduled by the CDCR BIS TPM, or a designee, and the CDCR BIS Project Director (PD), assisted by the selected vendor.

1. Objectives

- SAP HCM Consultant who is experienced and qualified to perform duties of configuring changes, table structural analysis, data mapping, and data analysis from the standpoint of developing the BIS-SOMS Interface in accordance with System Software Life Cycle activities and Tasks 1 through 6 described within this SOW;
- Design and develop SAP HCM data extraction architecture from the SAP HR tables using appropriate structural authorizations and prepare functional specs documentation around interface specifications to move the data from the BIS/SAP environment to the SOMS environment near-real time frequency via Web Services. If the contractor determines that near-real time via Web Services is not possible or introduces significant issues then, at CDCR's discretion and with formal approval, an alternative approach that delivers the required data at a minimum of every four (4) hours may be acceptable. However as it is CDCR's strong preference for near-real time frequency via Web Services, the rationale for the change must be clearly documented and approved/accepted by CDCR;
- The SAP HCM Consultant is expected to provide necessary functional tweaking (if necessary, conduct detailed regression testing to ensure BIS functionality has not been

impacted by possible changes, and provide necessary HCM data maps to the interface technical team so they can deliver required interface data files;

- Report status, risks and issues to the SOMS Data Conversion/Interface Manager and the BIS Technical Project Manager;
- The SAP HCM Consultant is expected to have the appropriate Mandatory and Desirable qualifications as mentioned in the Consultant Qualifications section above;
- The SAP HCM consultant will structure the development work to produce a Phase 1 batch extract suitable for initial data load of HR related information into SOMS, and a Phase 2 interface suitable for delivering to SOMS the necessary work schedule information as required; and
- The SAP HCM consultant will provide the necessary SAP functional expertise to ensure that the batch interface (Phase I) is completed in time to be included in the Integrated SOMS Interface Testing currently scheduled to begin 1/29/2010. Deployment of Phase II (real time, web services based) interface is expected to be completed by April 1, 2010.

2. Deliverable Tasks

TASK 1: INTERFACE PLANNING AND REPORTING (200 HOURS*)

- a. The SAP HCM consultant shall meet with the SOMS Data Conversion/Interface Manager and the BIS Technical Project Manager to gain understanding of the Interface requirements and the BIS/SAP application;
- b. The SAP HCM consultant shall review all applicable existing material provided by the SOMS Data Conversion/Interface Manager and BIS Team; and
- c. The SAP HCM consultant shall meet and report weekly on progress, issues and risks to the BIS Technical Project Manager and SOMS Data Conversion/Interface Manager.

Deliverables:

- BIS Interface Functional Analysis Approach;
- Schedule of tasks and activities; and
- Weekly Status reports.

Acceptance criteria: Approval of the deliverables by the SOMS Data Conversion/Interface Manager or designee and CDCR BIS Technical Project Manager or designee.

TASK 2: ANALYSIS AND RECOMMENDATION (500 HOURS*)

- a. The SAP HCM consultant shall conduct work sessions with the applicable BIS and SOMS team members to gather requirements and business rules;
- b. The SAP HCM consultant shall schedule and meet with SOMS Interface team (i.e. the CDCR, HP and Marquis Interface team members) and BIS Team members to define source to target mappings to meet interface requirements;
- c. The SAP HCM consultant shall perform data element analysis and data mapping starting with a Target layout provided by Marquis Interface Team. These elements will need to be mapped back to the BIS Source system;
- d. The SAP HCM consultant shall work with the Marquis Interface Team to define in more detail the target elements for web services and the batch interface;
- e. The SAP HCM consultant shall review interface requirements and create a scalable approach and functional analysis; and
- f. The SAP HCM consultant shall research batch and real time integration approaches and consult with SOMS technical team for viability of different interfacing methods.

* The number of hours and hourly rate are for information and staffing purposes only.

Deliverables:

- BIS Interface Requirements document (including all business rules and decisions);
- Data Mapping of data elements through the appropriate middle ware from BIS to SOMS; and
- Documented analysis and recommendation for the BIS Interface method.

Acceptance criteria: Approval of the deliverables by the CDCR SOMS Data Conversion/Interface Manager or designee and CDCR BIS Technical Project Manager or designee.

TASK 3: INTERFACE DESIGN (600 HOURS*)

- a. The SAP HCM consultant shall prepare design documentation that will include the functional specifications and the required options for information delivery; and
- b. The SAP HCM Consultant shall prepare design documentation including data extraction and validation approaches for both Phase I and Phase II delivery.

Deliverables:

- BIS Interface Functional Design and specification document including relevant configurations, data mappings, and validation procedures.

Acceptance criteria: Approval of the deliverables by the CDCR Data Conversion/Interface Manager or designee and CDCR BIS Technical Project Manager or designee.

TASK 4: CONSTRUCTION AND UNIT TEST (600 HOURS*)

- a. The SAP HCM Consultant shall produce relevant functional specs and interface approaches that use both batch and real time information delivery. If CDCR determines that Web services is not the optimal approach then detailed design will be produced for the alternative choice;
- b. The SAP HCM Consultant shall create a Unit Test Plan identifying the scope of testing, approach, resources, and requirements;
- c. The SAP HCM Consultant shall conduct testing and review results according to the Unit Test Plan; and
- d. The SAP HCM Consultant shall produce a Unit Test Summary Report identifying testing results for each of the constructed web services.

Deliverables:

- BIS Interface functional specifications;
- SAP HCM design and development documentation;
- BIS Interface Programs; and
- Test artifacts and Unit Test Summary Report.

Acceptance criteria: Approval of the deliverables by the CDCR SOMS Data Conversion/Interface Manager or designee and CDCR BIS Technical Project Manager or designee.

* The number of hours and hourly rate are for information and staffing purposes only.

TASK 5: INTEGRATED TEST AND VALIDATION (300 HOURS*)

- a. The SAP HCM Consultant shall work with CDCR SOMS, HP Testing Manager, and BIS Technical Project Manager to create a BIS Interface Integrated Test Plan identifying the scope of testing, approach, resource and requirements;
- b. The SAP HCM Consultant will work in collaboration with the HP Testing Teams to prepare, conduct testing and review results according to the Integrated Test Plan;
- c. The Integrated Test Plan shall include test of the constructed interface Advance Business Application Programming (ABAP) programs to validate the interface functional requirements and mapping schemas;
- d. The Integrated Test Plan shall include the functional testing of the constructed ABAP programs in communication with the SOMS ESB for delivery of the XML documents if Web Services is the method of choice; and
- e. The SAP HCM Consultant shall produce an Integrated Test Summary Report identifying testing results and defects that remain unresolved and plan of action.

Deliverables:

- BIS Interface Integrated Test Plan and programs; and
- Test artifacts and Integrated Test Summary Report.

Acceptance criteria: Approval of the deliverables by the CDCR SOMS Data Conversion/Interface Manager, CDCR BIS Technical Project Manager and the CDCR SOMS Testing Manager or their designees.

E. CONTRACT COMPLETION CRITERIA

Status monitoring and acceptance of detailed activities and tasks as outlined above in Section D will be carried out by the CDCR SOMS Data Conversion/Interface Manager, or designee, and the CDCR SOMS Project Manager (PM), assisted by the selected vendor. Following an assessment of the CDCR SOMS Interface Team's confirmation that SAP HCM portion of the interface work has been completed to CDCR's satisfaction, the CDCR SOMS PM, or designee, will inform the selected vendor by both mail and e-mail when the vendor's services are completed. Following this notification, the vendor will complete and submit a handover report to vendor's Project Manager and the CDCR SOMS PM, or designee, confirming the completed tasks and current status of related work at the time services were rendered complete.

F. DELIVERABLE ACCEPTANCE CRITERIA

All concluded work shall be submitted to the CDCR SOMS Project Manager, or designee, for review, approval and/or rejection. Payment for all tasks performed under this SOW shall be by deliverables. It shall be the CDCR's sole determination as to whether a deliverable has been successfully completed and is acceptable to the CDCR. Signed acceptance is required from the CDCR SOMS PM, or designee, and/or the CDCR SOMS Project Director before approving an invoice for payment.

Throughout the contract, the CDCR will review and validate deliverables prior to final acceptance. In addition, the CDCR SOMS Project Director, or designee, will verify and approve the Contractor's deliverable invoices.

Deliverable acceptance criteria shall consist of all of the following:

1. Deliverable specific work completed as specified and the final deliverable product/service was rendered;

* The number of hours and hourly rate are for information and staffing purposes only.

2. Plans, schedules, designs, documentation and reports (deliverables) are completed as specified and approved;
3. All deliverable documentation and artifact gathering have been completed;
4. All deliverables must be in a format useful to the State; and
5. A Deliverable Expectations Document (Exhibit D) and Deliverable Acceptance Document (Exhibit E) must be submitted and approved.
6. If a deliverable is not accepted, the State shall provide the reason, in writing, within ten (10) business days of receipt of the deliverable.

G. EVALUATION OF CONTRACTOR

The SOMS Project Manager will complete a written evaluation of Contractor's performance under this Agreement within sixty (60) days following the term end date. The evaluation shall be prepared on the Contract/Contractor Evaluation Form (STD 4) and maintained in the Agreement file for three (3) years. If Contractor's performance was unsatisfactory, a copy of the evaluation shall be sent to the DGS, Office of Legal Services, within five (5) days, and to Contractor within fifteen (15) days, following completion of the evaluation.

H. PROJECT ASSUMPTIONS AND CONSTRAINTS

1. The Consultant' work hours must be consistent with CDCR's key staff on-site. CDCR normal business hours are 8 A.M. to 5 P.M., Monday through Friday, except for State holidays.
2. No overtime pay will be authorized for non-standard work hours.
3. Time off for Contractor's staff will be authorized if there is no foreseeable impact to the expected deliverables or work schedule, as determined by the CDCR BIS TPM, CDCR Data Conversion/Interface Manager, or designee, and/or the CDCR SOMS PD.
4. The work location will be at CDCR EIS's Aerojet facility in Rancho Cordova, California.
5. Any modifications to tasks within the SOW of the ensuing Agreement will be defined, documented and mutually agreed upon by Contractor and CDCR BIS TPM, CDCR SOMS PM or designee, and/or the CDCR SOMS PD prior to starting work on the modified task. Modifications outside the original scope of work will require contract amendment and control agency approval prior to commencement of work.
6. Contractor must submit a resume, for review, of all personnel substitutions, in advance. All Contractor personnel substitutions must be approved by the CDCR SOMS PD.
7. The CDCR SOMS PD reserves the right to renegotiate services deemed necessary to meet the needs of the project according to State priorities. CDCR and the Contractor shall mutually agree to all changes; renegotiated services outside the scope of the original contract will require control agency approval prior to commencement of work on the renegotiated services.
8. Contractor represents that it has, or shall secure at its own expense, all staff required to perform the services described in the ensuing Agreement. Such personnel shall not be employees of, or have any contractual relationship with, any governmental entity.
9. The CDCR and Contractor are mutually obligated to keep open channels of communication to ensure successful performance of the ensuing Agreement. Both parties are responsible for communicating any potential problem or issue to the CDCR SOMS PD and the Contractor, respectively, within 48 hours of becoming aware of said problem.

10. The Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

I. CDCR ROLES AND RESPONSIBILITIES

1. The CDCR shall provide Contractor with the Department's mission, strategies, and programs.
2. CDCR shall help resolve and escalate project issues within the CDCR organization, as necessary.
3. The CDCR BIS TPM, CDCR Data Conversion/Interface Manager, or designee, will review and approve the work plan for each deliverable before Contractor can commence work.
4. The CDCR BIS TPM, CDCR Data Conversion/Interface Manager, or designee, shall review and approve all work products.
5. CDCR shall provide Contractor access to applicable files, reports, contracts, documents, and other relevant information.
6. CDCR shall provide staff availability for consultation meetings.
7. CDCR shall provide security access to the IT Headquarters' facility.
8. CDCR shall provide work space accommodations at EIS's Aerojet facility in Rancho Cordova, California. Office space may include a desk, telephone, IT equipment, software, and hardware necessary for the consultant(s) to accomplish their assigned tasks at no cost to the Contractor.
9. CDCR shall not provide any assistance of a clerical nature for documents or telephone support.

J. CONTRACTOR ROLES AND RESPONSIBILITIES

The Contractor is required to perform and/or provide all of the following:

1. Provide experienced consultant(s) with skills and knowledge appropriate to carry out services;
2. Support the CDCR HCM team with such advice and assistance as may be reasonably requested from the assigned;
3. Provided assistance to the CDCR BIS TPM, CDCR SOMS Data Conversion/Interface Manager or designee, in planning, monitoring, and controlling the activities and tasks to be carried out by consultant(s); and
4. Comply with all applicable CDCR, EIS, SOMS and BIS policies and procedures including, but not limited to, the EIS Project Management Office guidelines.

K. PERIOD OF PERFORMANCE

The term of the ensuing agreement is from January 4, 2010, or upon final execution of the contract, whichever is later, through January 3, 2011. The ensuing contract award is subject to and contingent upon availability of funds approved for this purpose. CDCR reserves the right to extend the contract for up to two additional one (1) year terms at the same rate of award, and/or to add additional funds up to the maximum CMAS threshold.

The Department will not be charged for vacation time used by the consultant. Any requests for vacation time must be submitted and approved in writing, in advance by the BIS PD. At CDCR's option, the resulting agreement may be amended for additional services at the contracted hourly rate as referenced in Exhibit B-1 (Rate Sheet).

L. CPHCS CONTRACT MANAGER

DAVID NORONHA, Deputy Chief Information Officer
California Prison Health Care Services
P.O. Box 4038, Sacramento, CA 95812-4038
Phone: (916) 215-4978

M. SOMS PROJECT MANAGER

MICHELLE SITAR, SOMS Project Manager
California Department of Corrections and Rehabilitation
Strategic Offender Management System Project, Aerojet
P.O. Box 942883, Sacramento, CA 94283-0001
Phone: (916) 358-2320
Fax: (916) 358-2019

N. SOMS PROJECT DIRECTOR

LEISA RACKELMANN, SOMS Project Director
California Department of Corrections and Rehabilitation
Strategic Offender Management System Project, Aerojet
P.O. Box 942883, Sacramento, CA 94283-0001
Phone: (916) 358- 2201
Fax: (916) 358-1468

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- a. For services satisfactorily rendered, and upon receipt and approval of contractor's invoices, the CDCR agrees to pay Contractor for services in accordance with Exhibit B-1 (Rate Sheet).
- b. Invoices shall include the Agreement Number and shall be submitted in triplicate. Upon completion and acceptance of each deliverable, but no more than monthly in arrears, Contractor shall mail invoices to:

MICHELLE SITAR, SOMS Project Manager
California Department of Corrections and Rehabilitation
Strategic Offender Management System Project, Aerojet
P.O. Box 942883, Sacramento, CA 94283-0001

- c. Each invoice shall identify the deliverable number and title, including month or week, and the cost as itemized in Exhibit B-1. Invoices shall be on Contractor's letterhead, include Contractor's name, CDCR contract number, Consultant's name(s), and invoice total.
- d. In addition to the invoices submitted to the address identified above, an electronic copy shall also be submitted to the CDCR BIS, Administration Unit. The designee assigned to receive the electronic copy of the invoice will be:

California Department of Corrections and Rehabilitation
Business Information System Project, Aerojet
Attention: DEBORAH CHU
P.O. Box 942883, Sacramento, CA 94283-0001
E-mail: Deborah.Chu@cdcr.ca.gov

2. Budget Contingency Clause

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

3. Prompt Payment Clause

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

4. Subcontractors

For all Agreements, with the exception of Interagency Agreements and other governmental entities/auxiliaries that are exempt from bidding, nothing contained in this Agreement, or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of Contractor's responsibilities and obligations hereunder. The 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.

**EXHIBIT B-1
RATE SHEET**

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

| | |
|--|------------------------------|
| COMPANY NAME: | |
| STREET ADDRESS: | P.O. BOX: |
| CITY, STATE AND ZIP CODE: | CITY, STATE AND ZIP CODE: |
| TELEPHONE NUMBER: ()) | FAX NUMBER: ()) |
| FEDERAL ID or SOCIAL SECURITY NUMBER: | E-MAIL ADDRESS: |
| TAX STATUS <input type="checkbox"/> Individual/Sole Proprietor <input type="checkbox"/> Estate or Trust <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation (State in which incorporated _____) <input type="checkbox"/> Other: _____ | |
| PRINT NAME AND TITLE OF AUTHORIZED REPRESENTATIVE | |

| | |
|---|-------|
| SIGNATURE OF AUTHORIZED REPRESENTATIVE: | DATE: |
|---|-------|

| Description of Services | Task | Hourly Rate | Total Number of Hours* | Total Cost |
|---|----------|-------------|------------------------|------------|
| Interface Planning and Reporting | 1 | | | \$ |
| Analysis and Recommendation | 2 | | | \$ |
| Interface Design | 3 | | | \$ |
| Construction and Unit Test | 4 | | | \$ |
| Integrated Test and Validation | 5 | | | \$ |

Total Cost: \$

NOTE: The hourly rates listed above cannot exceed the hourly rates set forth in vendor's CMAS Agreement and the classification/service category must be available in the approved CMAS agreement. In addition, the subcontractor's hourly rate, if applicable, cannot exceed the prime contractor's published LPA rates.

* Offers must include all areas of services and a single blended rate is required for all areas of service based upon the number of estimated hours listed.

**EXHIBIT C
CDCR SPECIAL PROVISIONS**

1. Accounting Principles

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 and HCM Consultant who will perform labor or render services in the performance of this Agreement. Additionally, the Contractor shall notify the CDCR, SOMS Project Manager (Attention: Michelle Sitar), in writing, 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 on a subcontract consultant, 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 CDCR with a copy of the renewed license(s) and/or permit(s) within thirty (30) days following the expiration date. In the event the Contractor fails to keep in effect at all times all required license(s) and permit(s), the State may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

5. Conflict of Interest

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

a. Contractors and Their Employees

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

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

b. Current State Employees

- (1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- (2) No officer or employee shall contract on his or her own behalf as an independent Contractor with any state agency to provide goods or services.
- (3) In addition to the above, CDCR officials and employees shall also avoid actions resulting in or creating an appearance of:
 - (a) Using an official position for private gain;
 - (b) Giving preferential treatment to any particular person;
 - (c) Losing independence or impartiality;
 - (d) Making a decision outside of official channels; and
 - (e) Affecting adversely the confidence of the public or local officials in the integrity of the program.
- (4) Officers and employees of the Department must not solicit, accept or receive, directly or indirectly, any fee, commission, gratuity or gift from any person or business organization doing or seeking to do business with the State.

c. Former State Employees

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

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

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

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

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

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

6. Disclosure

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

specific situation, and the same responsibility will be shared by the Contractor in disclosing such statement(s) to the State.

7. Security Clearance/Fingerprinting

The State reserves the right to conduct fingerprinting and/or security clearance through the 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 performance of services is defined as having contact with inmates/parolees in confined quarters more than once a week.

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

12. Primary Laws, Rules, and Regulations Regarding Conduct and Association with State Prison Inmates

Individuals who are not employees of the California Department of Corrections and Rehabilitation (CDCR), but who are working in and around inmates who are incarcerated within California's institutions/facilities or camps, are to be apprised of the laws, rules and regulations governing conduct

in associating with prison inmates. The following is a summation of pertinent information when non-departmental employees come in contact with prison inmates.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13. Clothing Restrictions

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

14. Tobacco-Free Environment

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

15. Security Regulations

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

h. No picketing is allowed on State property.

16. Gate Clearance

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

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

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

17. Business Associate Agreement

The awarded Contractor will be required meet provisions of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 ("HIPAA") and the regulations promulgated thereunder.

EXHIBIT D

DELIVERABLE EXPECTATIONS DOCUMENT (DED)

CONTRACTOR NAME: _____

CDCR CONTRACT NUMBER: _____ DED NUMBER: _____

DELIVERABLE TITLE: _____

DELIVERABLE START DATE: _____ DELIVERABLE END DATE: _____

CONTRACTOR PERSONNEL/CLASSIFICATION ASSIGNED TO DELIVERABLE:

ESTIMATED HOURS FOR COMPLETION: _____

TOTAL COST OF DELIVERABLE: \$ _____

| |
|---------------------------------------|
| DESCRIPTION OF TASKS AND DELIVERABLE: |
| |

| |
|--|
| DESCRIPTION OF ACCEPTANCE CRITERIA: |
| The CDCR SOMS Project Manager, or designee, will review the components of the deliverable and transmit their acceptance of all components to the CDCR SOMS Project Director via email no later than the third working day of the following month. Upon approval, the Contractor will prepare a Deliverable Acceptance Document (DAD) citing the acceptance email, and upon final review, the Contractor and the CDCR SOMS Project Director will sign the DAD approving invoice action. |

The Deliverable Expectation Document (DED) has been reviewed and agreed upon and all work associated with this DED will be performed in accordance with the DED and the provisions of CDCR Contract Number:

AUTHORIZED AND APPROVED:

CONTRACTOR OFFICIAL / DATE

CDCR SOMS PROJECT DIRECTOR / DATE

**EXHIBIT E
DELIVERABLE ACCEPTANCE DOCUMENT (DAD)**

CONTRACTOR NAME: _____

CDCR CONTRACT NUMBER: _____ DED NUMBER: _____

DELIVERABLE TITLE: _____

DELIVERABLE COMPLETION DATE: _____

TOTAL COST OF APPROVED DELIVERABLE: \$ _____

| |
|---------------------------------------|
| DESCRIPTION OF TASKS AND DELIVERABLE: |
| |

| |
|---------------------------------|
| CDCR'S ACCEPTANCE OR REJECTION: |
| |

AUTHORIZED AND APPROVED:

CONTRACTOR OFFICIAL / DATE

CDCR SOMS PROJECT DIRECTOR / DATE

Note: Once the Contractor Official and the CDCR SOMS Project Director have approved the DAD as stipulated in the contract, the Contractor may submit an invoice to the CDCR.

**ATTACHMENT A
CONTRACTOR CONFIDENTIALITY STATEMENT**

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

I certify that I have no personal or financial interest and no present or past employment or activity which would be incompatible with my participation in any activity related to the planning or procurement processes for the Strategic Offender Management System (SOMS) Project (RFO #09-025-ITS). For the duration of my involvement in this Project, I agree not to accept any gift, benefit, gratuity or consideration, or begin a personal or financial interest in a party who is offering, or associated with a business, on the Project.

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

I fully understand that any unauthorized disclosure I make may be subject to civil or criminal penalties and/or contract termination. I agree to advise Michelle Sitar, at (916) 358-2320, immediately in the event that I either learn or have reason to believe that any person who has access to Project confidential information has or intends to disclose that information in violation of this Agreement. I also agree that any questions or inquiries from bidders, potential bidders or third parties shall not be answered by me and that I will direct them to Headquarters Service Contracts at the California Department of Corrections and Rehabilitation, Strategic Offender Management System Project.

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Organization: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____

**ATTACHMENT B
NON-DISCLOSURE AGREEMENT**

**BUSINESS INFORMATION SYSTEM PROJECT
ENTERPRISE RESOURCE PLANNING SOFTWARE AND RELATED PROCUREMENTS**

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 Business Information System (BIS) project and Strategic Offender Management System (SOMS) project. Based on my involvement with the BIS 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 Enterprise Resource Planning Software and related procurement thereof.

At all times during and after the process by which the California Department of Corrections and Rehabilitation (CDCR) procures goods and services to create BIS, CDCR's employees, CDCR's prospective bidders, 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 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 CDCR's 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 for disciplinary action, up to and including dismissal from employment with the State of California.

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Organization: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____

**ATTACHMENT C
OFFEROR DECLARATION**

<http://www.documents.dgs.ca.gov/osp/pdf/std840a.pdf>

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

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

ATTACHMENT E
STATEMENT OF ECONOMIC INTERESTS (FORM 700)

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