**REQUEST FOR OFFER (RFO)**

TECHNOLOGY, DIGITAL AND DATA CONSULTING SERVICES

MASTER SERVICE AGREEMENT #5227025

RFO# SD22-00150, One SENIOR PROJECT MANAGER

**July 26, 2023**

You are invited to review and respond to this RFO# SD22-00150 for Technology, Digital and Data Consulting (TDDC) Services. To submit an Offer, you must comply with the instructions contained in this document as well as the requirements described in the associated Exhibit A – Statement of Work. By submitting an Offer, the Offeror agrees to the terms and conditions stated in this RFO and the TDDC-Master Services Agreement (MSA).

The California Correctional Healthcare Services (CCHCS) seeks one (1) **Senior Project Manager**  to oversee and manage the planning and implementation of the CalAIM Medi-Cal Reimbursement System (MCRS) to add functionality to the Department’s Cerner Electronic Health Records System (EHRS); reconfigure existing interfaces between the organization’s middleware that connects to multiple CDCR/CCHCS systems; and develop multiple new system interfaces with external state, county, and third-party entities.

The proposed term of the Agreement is **August 21, 2023**, or upon approval (whichever is later), for a duration not to exceed one (1) year. CCHCS reserves the option to extend with two (2) optional one (1) year extensions at the same hourly rate, as proposed, up to the maximum TDDC MSA threshold and term. The Agreement award is subject to availability of funds approved for this purpose, and only by mutual consent of the parties in writing.

Offers are due by **August 10, 2023**. Offers must comply with the instructions found herein. Failure to comply with any of the instructions may cause the offer to be rejected**.**

Please note that no verbal information given will be binding upon CCHCS unless such information is issued in writing as an official addendum.

CCHCS Procurement Official: Nancy Avila

Email: [Nancy.Avila@cdcr.ca.gov](mailto:Nancy.Avila@cdcr.ca.gov)

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# I. RESPONSE GUIDELINES

This RFO, including all exhibits, Offeror’s response, and TDDC -MSA Agreement will be made part of the CCHCS IT ordering department’s purchase documents and/or procurement contract file.

1. **Submission of Offers**

The complete Offer Submission must be emailed to [Nancy.Avila@cdcr.ca.gov](mailto:Nancy.Avila@cdcr.ca.gov). The email subject must start with “**Response to SD22-00150**”. If attachments are too large for a single email then you may split the response into multiple emails

**Note:** It is the sole responsibility of the Offeror to contact the Contract Analyst to verify receipt of submitted Offer. CCHCS is not responsible for e-mail loss or delivery delays.

1. **Key Action Dates**

Time is of the essence both for the RFO submittal and contract completion. Please be advised of the key dates and times shown below.

| **EVENT** | | **DATE AND TIME** |
| --- | --- | --- |
| 1 | RFO Release Date | **July 26, 2023** |
| 2 | Last Day to Submit Questions[[1]](#footnote-2) | **August 3, 2023,** by 2:00 PM PST |
| 3 | Final Date for Offer Submission[[2]](#footnote-3) | **August 10, 2023,** by 2:00 PM PST |
| 4 | Estimated Agreement Term[[3]](#footnote-4) | **August 21, 2023,** or upon approval *(whichever is later)* for a duration not to exceed one years. |

1. **RFO Response Requirements and Content**

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

1. Offers must include all applicable items listed on the **REQUIRED ATTACHMENTS CHECKLIST**. Offers that are conditional or fail to submit the required documentation by the date and time shown in the Key Action Dates may cause CCHCS to deem the Offer as non-responsive.
2. The specific tasks associated with this RFO are included in the Statement of Work (SOW). Offers must be submitted for the performance of all services described herein. Any deviation from the work specifications will eliminate the Offer from further consideration and award.
3. CCHCS will not accept alternate contract language from the Offeror. CCHCS objects to and will not evaluate or consider any additional terms or conditions submitted by an offeror. There will be no negotiations of any terms or conditions. If a contract is awarded to the Offeror, the Offeror agrees to execute CCHCS terms and conditions in:

* EXHIBIT C – GENERAL PROVISIONS – INFORMATION TECHNOLOGY DGS PD 401IT
* EXHIBIT D – CCHCS SPECIAL PROVISIONS
* EXHIBIT E – BUSINESS ASSOCIATE AGREEMENT (HIPAA)
* EXHIBIT F – INSURANCE REQUIREMENTS
* EXHIBIT G – INFORMATION SECURITY AGREEMENT (ISA)

By responding to RFO SD22-00150, Offeror agrees to the state’s Terms and Conditions above. If the Offeror refuses to agree to the state’s Terms and Conditions after an award is made, then that refusal could be grounds to rescind the award and award the contract to another Offeror.

1. Costs incurred for the development of Offers, in anticipation of award, are entirely the responsibility of Offeror and shall not be charged to CCHCS or the State of California.
2. An individual, who is authorized to bind Offeror contractually, must sign all required documents. All documents requiring a signature must bear an original wet signature (in blue ink) of the authorized individual. Unsigned Offers and/or required attachments will cause the Offer to be eliminated from further consideration and award.
3. CCHCS may amend or modify the RFO prior to the Final Date for Offer Submission indicated in the Key Action Dates of this RFO. All modifications and/or amendments to the RFO will be made in writing and released to all parties who received the RFO. Additionally, CCHCS may extend the submission date of the RFO.
4. Offers submitted as Small Business (SB) and/or Disabled Veteran Business Enterprise (DVBE) must provide and include a SB/DVBE Certification. In accordance with California Government Code Section 14837(d) and California Military and Veterans Code Section 999, all SB and DVBE contractors, subcontractors and suppliers that bid on or participate in a State contract, shall perform a Commercially Useful Function (CUF) and provide a CUF declaration.
5. CCHCS is not required to make an award under this RFO.
6. **Selection Process**

All Offers will be reviewed for responsiveness to requirements of this RFO. If a response is missing required information, it may be deemed non-responsive. Further review is subject to the discretion of CCHCS.

Award of a contract resulting from this RFO against an Offeror’s TDDC -MSA will be based on a “Best Value” criteria that includes cost as a factor. CCHCS is not constrained to accept the lowest cost offer and will compare all offers to determine best value, which means the offer that best meets, and potentially exceeds, CCHCS requirements at the most reasonable overall cost.

1. Evaluation

Offers will be evaluated using a combination of Pass/Fail and numerically scored criteria. Best Value shall be determined by the criteria below. If bidder does not score a “Pass” on any step, the bidder will be deemed non-responsive and disqualified from proceeding.

| **Step 1 – Administrative Evaluation** | **Evaluation Criteria** |
| --- | --- |
| Review for all mandatory documents required per Required Attachments Checklist and verify compliance with the RFO instructions. | Pass/Fail |

| **Step 2 – Technical Evaluation** | **Evaluation Criteria** |
| --- | --- |
| Review and verify: |  |
| * MSA Experience and Education | Pass/Fail |
| * Mandatory Qualifications | Pass/Fail |
| * Desirable Qualifications | Point based |

| **Step 3 – Interview (Optional)** | **Evaluation Criteria** |
| --- | --- |
| Interview details found in Section I.4(b) | Point based |

| **Step 4 – Cost Evaluation** | | | **Evaluation Criteria** |
| --- | --- | --- | --- |
| Review and verify cost. | | | Point based |
| Calculation will be based on the ratio to the lowest proposed price, multiplied by the maximum number of points possible (30), as shown in the calculation below: | | |  |
| Lowest Response Cost  Vendor’s Cost | X 30 | = Vendor’s Cost Score |  |

1. Interview (OPTIONAL)

Interviews, if held, will be at the State’s discretion and may be held for only the top three Offers that Pass the Technical Evaluation. For Offers that “fail” any of the Pass/Fail components, interviews will not be held. Interviews will be held in person at CCHCS Elk Grove Headquarters Office or via video conferencing at the State’s discretion. Total time allotted if an interview is conducted will be approximately one hour and the following are required:

1. Staff identified in the Offer must be present and participate in the interview.
2. Interview questions will relate to this RFO SOW, the Staff’s ability to perform the required services, the staff’s experience, or the staff’s knowledge/skills relative to the RFO SOW.
3. Proposed staff will be required to answer interview questions pertaining to the position for which they are proposed.
4. If video interviews are held, the candidate must have a device with:

* audio
* microphone
* web camera
* capability to type

# II. EXHIBIT A – STATEMENT OF WORK

1. **Introduction and Background**

California Correctional Health Care Services (CCHCS) provides health care that includes medical, dental and mental health services to California’s incarcerated population at all California Department of Corrections and Rehabilitation (CDCR) institutions statewide.

The Information Technology Services Division (ITSD) supports the mission of CCHCS by delivering innovative technology solutions; providing secure, reliable network infrastructure; and supporting the information technology systems, devices, and applications for the organization.

1. **Scope of Services**

The PM must have expertise in managing information technology (IT) projects within ambitious, constrained timelines per the State Information Management Manual (SIMM) 17 CA-PMF, SIMM 19 PAL, and the State Administration Manual 4910.1. The PM will be directly responsible for all knowledge areas, as defined by the Project Management Institute’s (PMI) Project Management Body of Knowledge (PMBOK), across all process groups for this project. The PM will work closely with the CDT Project Approval and Oversight Manager, the Independent Verification and Validation (IV&V) consultant, CCHCS Project Management Office, AIS Team, IT Leadership, and staff to ensure project deliverables are identified, documented, and implemented in a timely fashion to be compliant with AB 133.

This project requires effective management of people and technology. The PM must be able to plan, organize, direct, and control the project activities, have substantial project management experience working with an IV&V consultant, and experience leading several medium-and/or high-complexity project efforts through all phases of the project lifecycle.

The PM must possess advanced project management certifications and also demonstrate experience in the various approaches to system analysis, development and/or replacement, personnel management, stakeholder management, operation support, and organizational change management. The PM must be able to understand the technology being used but not necessarily be an expert in its use. Additionally, the PM shall have experience working on projects with CDT Oversight and IV&V services. The PM will focus the majority of their effort on the analysis, planning, implementation, and controlling aspects of the project.

This is a time and materials contract in which the PM will be responsible for the necessary planning and analysis to determine a modernization approach and roadmap for the new system and will serve in a lead role to ensure the continuity of all project activities. The PM shall perform project management tasks and complete assignments associated with other CCHCS projects as needed.

The CCHCS Contract Manager will oversee the PM contract.

As directed by CCHCS, the consultant resource will work with the management team, IV&V consultant, project team, staff, and the PMO staff on the following tasks during the planning, development, and implementation phases.

| Tasks | Tasks and Requirements |
| --- | --- |
| Project Familiarization  and Ramp Up | * Gain a detailed understanding of the nature and intended use of the application from a regulatory perspective. * Review all project-related documentation and artifacts that have been gathered and assembled to date. * Identify roles and responsibilities of project team members. * Schedule and facilitate meetings with the CalAIM MCRS project team members, staff, stakeholders, IV&V consultant, PMO Chief, IT Leadership, and Project Sponsor(s). * Examine the existing project library to ascertain the current folder management structure and recommend necessary improvements to enable rapid identification of the latest document versions, approved project artifacts, and additional/new project artifacts. * Review and maintain logs for risks, issues, action items, decisions, and stakeholders as needed. * Update and maintain a detailed narrative description of the Project Management Plan and the individual plans that comprise the Project Management Plan. * Review and maintain the project schedule using Microsoft Project; including but not limited to, a detailed work breakdown structure containing tasks, activities, resources, effort, task start/end time durations, milestones, deliverables, dependencies, and critical path. * Conduct a walk-through of the project schedule with all project team members, program staff, IT Leadership, and managers responsible for resources assigned to the project schedule and adjust as necessary. * Baseline the project schedule that will be used to track, monitor, manage, and measure the progress and performance of the project. * Establish a methodology for obtaining weekly work task updates and progress from resources assigned via the project schedule. * Update the Project Management Plan to show schedule changes from baseline and the percentage of work completed as required by CCHCS. * Update the Project Management Plan to reflect the changes based on the approved change management process. * Update and maintain roadmaps with input from   the project stakeholders. |
| Project Approval Lifecycle | * Schedule and lead meetings with various project team members, program staff, IT Leadership, and managers to prepare Stage 3 Solution Analysis (S3SA). Address all questions raised during the completion of the CalAIM MCRS S3SA, including any documentation submitted according to the S3SA requirements and instructions, such as the Project Management Plan. * Establish an Executive Steering Committee (ESC) and schedule weekly or biweekly meetings to provide status and updates to the ESC. * Establish a project governance structure to make decisions, and approve project management plans, change requests, and project artifacts. * Schedule and lead team meetings to complete the S3SA. * Schedule and lead meetings to complete the required S3SA project management plans and various other project management documents as necessary. * Schedule and lead meetings to complete the Stage 4 Readiness and Approval (S4RA) Pre-Assessment and S4RA templates. * Schedule and lead meetings with various personnel to address questions raised by CDT about the contents of any of the PAL documents. |
| System Implementation  Readiness and Evaluation | * Schedule and lead team meetings to develop an implementation checklist to determine and confirm all preparations have been completed to support “go-live” readiness. * Assist in the development of tools and processes to capture metrics, as appropriate. * Schedule and lead team meetings to gather and document best practices and lessons learned from all project team members. * Collaborate and work strategically with the IV&V consultant to ensure the project meets IV&V requirements. |
| Executing, Monitoring & Controlling, and Closing | * Perform the day-to-day management of tasks and activities. The PM is responsible for managing, monitoring, controlling, and communicating all work associated with the project outcome. * Manage and control stakeholder engagement; communicate and interact with stakeholders to meet their expectations and needs as documented in the Communication, Stakeholder, and Resource Management Plans. * Support project planning and direction, including project staffing and resource estimates. * Conduct risk management (identify, analyze, conduct risk response planning, execute risk response plan, and monitor and report risks). * Conduct issue management (identify, prioritize, communicate, manage, and report issues). * Manage, coordinate, facilitate, prepare, and disseminate documents for the Executive Steering Committee and project team members as outlined in the Communication Management Plan. * Monitor change requests and follow processes identified in the Change Management Plan. * On a weekly and monthly basis, the PM will provide a status report that contains the project schedule, document library, stakeholder register, action item log, decision log, risk log, issue log, change request log, and status reports. * On a weekly basis, manage, update, and provide status reports to CDT. * Meet with the CCHCS Contract Manager weekly to review the status reports and any related matters. All variances shall be presented for approval at the status meeting. * Analyze project progress and recommend alternatives to meet the scheduled milestones and deliverables. * Assist with the prioritization of assigned tasks and provide status to the program/project management team. * Utilize the CA-PMF, PAL, and industry best practices on reference manuals, toolkits, plans, templates, and associated policies to strengthen project management standards in use on the CalAIM MCRS Project. * Assist in project closing activities to document and share lessons learned, obtain feedback from all participants, complete the Post Implementation Evaluation Report to CDT, and archive project documents. |

The PM is fully responsible for developing and directing the following activities, including but not limited to:

* Project Management Plan
* Project Charter
* Change Control Process
* Scope Management Plan
* Schedule Management Plan
* Cost Management Plan
* Project Schedule
* Communication Management Plan
* Risk Management Plan
* Issue and Action Item Management Plan
* Change Control Management Plan
* Quality Management Plan
* Testing Management Plan
* Security Management Plan
* Contract Management Plan
* Procurement Management Plan
* Requirements Management Plan
* Stakeholder Management Plan
* Governance Management Plan
* Resource Management Plan
* Implementation Management Plan
* Configuration Management Plan
* Data Management Plan
* Maintenance and Operations Transition Management Plan

1. **Reports**

The Contractor will submit written status reports in Microsoft (MS) Word format via email to the CCHCS Contract Manager, or designee as directed. The reports shall be detailed regarding current status and future activities.

These reports shall include but not be limited to:

1. A summary of the work completed showing actual vs. planned;
2. Highlighted tasks that are behind schedule, adopted remedies, and overall impact on the project;
3. The status of the overall engagement, including discussion of risks, problems encountered, solutions, and proposed solutions;
4. Tasks expected to be completed in the next reporting period;
5. Accounting of the contract employee’s hours for the agreement to date.
6. **Knowledge Transfer**

The Contractor(s) must perform "knowledge transfer" to CCHCS technical staff. "Knowledge transfer" is defined as personal and/or technical knowledge or information which will enable or enhance the ability of CCHCS staff to maintain and operate CCHCS systems.

"Knowledge transfer" shall also include "on the job" training and education to CCHCS staff, including all relevant documentation, to enable CCHCS to adequately maintain and operate the solutions.

The Contractor shall also provide a written manual/guide of all materials associated, and agrees that CCHCS may reproduce such documentation for its own use to sustain project continuity.

1. **Period of Performance**

The term of the Agreement is **August 1, 2023** or upon approval (whichever is later) for a duration not to exceed one (1) year with two (2) optional one-year extensions. CCHCS reserves the option to extend the Agreement for additional time and money at the rates evaluated and considered, through a formal Agreement amendment. The Agreement award is subject to availability of funds approved for this purpose.

The Contractor shall not be authorized to deliver or commence performance of services as described in the Agreement until written approval has been obtained from all entities. Any delivery or performance of service commenced prior to the Contractor obtaining all written approvals shall be considered voluntary on the part of the Contractor and non-compensable by CCHCS.

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

At any time during the term of the Agreement, CCHCS, in its sole discretion, may instruct Contractor to limit the amount of time being performed by any assigned personnel.

1. **Proposed Personnel Qualifications**
   1. **MSA Experience and Education Requirements**

MSA Experience and Education Requirements can be found in Attachment J.

* 1. **Mandatory Personnel Qualifications**

Mandatory Personnel Qualifications can also be found in Attachment J.

* 1. **Desirable Personnel Qualifications:**

Desirable Personnel Qualifications can be found in Attachment K.

1. **Contractor Roles and Responsibilities**
2. Contractor confirms that all proposed personnel are their employees or are the employees of the contractor’s subcontractors.
3. The Contractor shall store all non-software project artifacts in the project's Microsoft SharePoint project library or other project library repositories as specified by the State.
4. The Contractor shall identify an Engagement Manager responsible for the overall Agreement to be listed in the Points of Contact section.
5. The Contractor shall comply with all applicable CCHCS policies, procedures and guidelines.
6. Contractor personnel shall complete assigned tasks in agreed upon timeframes and as approved by the CCHCS Contract Manager, or designee. These tasks shall include a weekly status report to the CCHCS Contract Manager, or designee, describing current project status, tasks completed in the previous week, work plans for upcoming week, and any issues and/or risks identified during the reporting period.
7. Prior to termination of the Agreement, the Contractor shall return all CCHCS property, including security badges, computer or laptop, work products, etc.
8. Work with CCHCS Contract Manager, or designee to ensure that any issues are addressed.
9. Participate in information gathering meetings, fact-finding meetings, working sessions, status reporting (both written and verbal), presentations, and general communications to ensure success of activity performance.
10. Comply with all applicable State and Agency policies and procedures, including those enumerated in Exhibit D – CCHCS Special Provisions. By accepting the Agreement, Contractor (including personnel) acknowledges that he/she has read and agrees to the provisions of Exhibit D – CCHCS Special Provisions.
11. Prior to the start of work, each Contractor personnel must:
    1. Be tested for Tuberculosis (TB) and certified to be free of TB on both Employee Tuberculin Skin Test (TST) and Evaluation (CDCR 7336) and the TB Infectious Free Staff Certification (CDCR 7354), and
    2. Submit to and pass a live scan test in conjunction with a supplemental application
       * If the individual has a clear Live Scan or CCHCS has approved the appointment of the Vendors staff person following a Live Scan, any appointed Contractor personnel shall immediately notify their employing Vendor in the event of any subsequent arrest, detainment, or a court disposition rendered during the term of the contract. The employing Vendor shall notify the CCHCS Contract Manager of the event within seven days.  When an individual reports to CCHCS an arrest, detainment, or court disposition, CCHCS may revoke authorization for the Contractor personnel to perform work on the associated contract and the vendor shall submit a proposed substitute as outlined in Section 14 Assumptions and Constraints. Failure of the Vendor to notify the Contract Manager within seven days may result in a negative evaluation or rating or the contractors performance at the termination of the Contract.
12. Complete a Request for Gate Clearance Form, Application for Identification Card, and Emergency Notification Form in order to gain entrance to the institutions, if applicable.
13. Prior to Contractor(s) performing services, proof of being fit tested to wear required respirators on institution(prison) grounds are required to comply with California Code of Regulations, Title 8, Section 5144 (8CCR5144) Respiratory Protection standards for both current N95 and Powered Air Purifying Respirator (PAPR).
14. Agree to abide by the Primary Laws, Rules, and Regulations Regarding Conduct and Association with State Prison Inmates (RFO SD22-00150 Attachment L).
15. **CCHCS Roles and Responsibilities**
16. The CCHCS will designate a CCHCS Contract Manager in the Points of Contact section, to whom all Contractor communications may be addressed and who has the authority to act on all aspects of the services. This person will review the SOW and associated documents with the Contractor to ensure understanding of the responsibilities of both parties.
17. If needed, the CCHCS will provide cubicle accommodations for the duration of the Agreement, including desk, chair, telephone, computer or laptop, printer access, Internet access, Microsoft Office, Microsoft Visio and Microsoft Project. All policies and procedures regarding the use of State facilities will be applicable.
18. The CCHCS will provide information, as required by the Contractor, to perform its responsibilities.
19. 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 SOW.
20. **Document Format**

Unless explicitly provided in this SOW, all tasks/reports must be provided in a format compatible with CCHCS standard applications at the time of Agreement award (i.e., Microsoft Office). For all tasks/reports identified, the format and content must be preapproved by CCHCS. Electronic versions must be stored in a project designated central repository and remain the sole property of CCHCS. The delivery media must be compatible with the project storage devices.

Any reports or work products submitted to CCHCS under this agreement must be compliant with the Americans with Disabilities Act (ADA) Standards for Accessible Design by meeting Web Content Accessibility Guidelines (WCAG) 2.0, or a subsequent version, published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success criteria.

1. **Acceptance Criteria**

Contractor will work directly with the CCHCS Contract Manager, or designee, who will assign tasks associated with the scope of services listed herein. Tasks will be considered complete after review from the CCHCS Contract Manager, or designee. Assignments will be within the scope outlined herein and reviewed by the CCHCS Contract Manager, or designee. Tasks are considered complete after a quality assurance process is completed and approved by designated reviewers.

Performance and timeliness of all associated Agreement tasks will be monitored via the submission of weekly status reports and meetings. Status and actual hours will be reported on a weekly basis for the assigned tasks. Each task will be tracked via the appropriate program/project schedule and budget to monitor progress towards the completion of the tasks and milestones.

1. **Tasks and/or Deliverables Not Meeting Requirements**

Should the work performed or work product produced by the Contractor fail to meet the minimum requirements of this Agreement, the following resolution process is employed, except as superseded by other binding processes. Tasks that do not meet contractual requirements are returned to the Contractor as incomplete.

1. The Contract Manager shall notify the Contractor in writing, within five business days after receipt of each task/deliverable or after completion of each phase of service, of any acceptance problems by identifying the specific inadequacies and/or failures in the services performed and/or the products produced by the Contractor.
2. The Contractor shall, within five business days after initial problem notification, respond to the CCHCS Contract Manager by submitting a detailed explanation describing precisely how the identified services and/or products actually adhere to and satisfy all applicable requirements, and/or a proposed corrective action plan to address the specific inadequacies and/or failures in the identified services and/or products. Failure by the Contractor to respond to the CCHCS Contract Manager’s initial problem notification within the required time limits may result in immediate Agreement termination. In the event of such termination, the State shall pay all amounts due to the Contractor at the CCHCS Contract Manager’s direction for all work accepted and approved prior to termination.
3. The CCHCS Contract Manager shall, within five business days after receipt of the Contractor’s detailed explanation and/or proposed corrective action plan, notify the Contractor in writing whether they accept or reject the explanation and/or plan. If the CCHCS Contract Manager rejects the explanation and/or plan, the Contractor submits a revised corrective action plan within three business days of notification of rejection. Failure by the Contractor to respond to the CCHCS Contract Manager’s notification of rejection by submitting a revised corrective action plan within the required time limits may result in immediate Agreement termination. In the event of such termination, CCHCS shall pay all amounts due to the Contractor at the CCHCS Contract Manager’s direction for all work accepted and approved prior to termination.
4. The Contract Manager shall, within three business days of receipt of the revised corrective action plan, notify the Contractor in writing whether the revised corrective action plan proposed by the Contractor is accepted or rejected. Rejection of the revised corrective action plan may result in immediate Agreement termination. In the event of such termination, CCHCS shall pay all amounts due to the Contractor at the CCHCS Contract Manager’s direction for all work accepted prior to termination.
5. **Problem Escalation**

The parties shall deal in good faith and attempt to resolve potential disputes informally as set for in General Provisions GSPD 401IT. The parties acknowledge and agree that certain problems or issues may arise, and that such matters shall be brought to the CCHCS Contract Manager’s attention. Problems or issues shall normally be reported in regular status reports. However, there may be instances where the severity of the problems justifies escalated reporting. To this extent, the CCHCS Contract Manager will determine the level of severity, and notify the appropriate CCHCS personnel. The CCHCS personnel notified, and the time period taken to report the problem or issue shall be at a level commensurate with the severity of the problem or issue. The CCHCS personnel include, but are not limited to the following:

* First level, the CCHCS Contract Manager, or designee
* Second level, Deputy Director

1. **Evaluation of Contractor**

The CCHCS Contract Manager, or designee, will complete a written evaluation of the Contractor’s performance for all contracts $500,000 or more and related to an IT project following the contract term end date. The evaluation shall be prepared on the Post Evaluation for IT Services Contract (STD 971) and a copy will be sent to the California Department of Technology (CDT).  CCHCS will have the option to perform this evaluation for any IT Service contract regardless of dollar value or relation to an IT Project.

1. **Assumption and Constraints**
   1. Work hours for the Agreement must be consistent with CCHCS normal business hours 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding State holidays.
   2. Contractor will be scheduled by the CCHCS Contract Manager, or designee, and assigned to work a maximum of 40 hours per week.
   3. Contractor employee may be required to work over the maximum 40 hours stated herein to successfully provide the services described in the SOW. Any hours worked over the maximum must be specifically agreed to by the parties herein and authorized by the CCHCS Contract Manager, or designee. No overtime pay will be authorized for Contractor’s performance under the Agreement.
   4. Contractor shall ensure availability of Contractor personnel to perform the requirements of the Agreement at all times during the period described above.
   5. The entire SOW (including all exhibits) and accepted Offer will be made a part of the Contract in its entirety.
   6. Any modifications to the SOW will be mutually agreed upon by the Contractor and CCHCS and shall require a formal Agreement amendment.
   7. The work location will be at CCHCS Headquarters located in Elk Grove, California, or at another designated location within the greater Sacramento area. Remote access may be granted, with prior approval by CCHCS, from a location within a two-hour radius, to ensure availability of personnel.
   8. CCHCS, in its sole discretion, reserves the right to require Contractor to substitute personnel, add, reduce, or cancel a personnel’s performance of services at any time.
   9. CCHCS and Contractor are mutually obligated to keep open channels of communications to ensure successful performance of the Agreement. Both parties are responsible for communicating any potential problems or issues to CCHCS DCIO, or designee, and the Contractor, respectively, within one business day of becoming aware of said problems.
   10. Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in performance of the Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
2. **Contractor Personnel Changes**
3. If a Contractor’s person becomes unable to perform duties due to illness, resignation, or other factors beyond the Contractor’s control, the Contractor shall make every reasonable effort to provide suitable replacement personnel.
4. The proposed personnel must meet all criteria and be evaluated as specified in RFO #SD22-00150, and approved by CCHCS’ ITSD, Contracts unit prior to commencing work. Contractor must submit to the ITSD, Contracts Unit, in advance, the following:
   1. Résumé for the proposed personnel;
   2. Completed Proposed Personnel Reference Form (RFO SD22-00150, Attachment I);
   3. Completed Mandatory Qualifications Form – Including TDDC -MSA Qualifications   
      (RFO SD22-00150, Attachment J);
   4. Completed Desirable Qualifications Form (RFO SD22-00150, Attachment K); and
   5. Copy of degrees and certifications necessary to satisfy education requirements.
5. CCHCS shall be allowed to interview proposed personnel and verify references and qualifications. If the change is approved, a Contractor Personnel Change form will be prepared and routed for acceptance by the CCHCS Contract Manager, or designee.
6. Replacement personnel shall not automatically receive the hourly rate of the staff(s) or position(s) being replaced. CCHCS and the Contractor shall negotiate the hourly rate of any replacement personnel to the Agreement. The hourly rate negotiated shall be dependent, in part, upon the experience and individual skills of the proposed replacement personnel. The negotiated hourly rate shall not exceed the hourly rate for that position, as set forth in the Agreement.
7. CCHCS reserves the right to reject the Contractor’s proposed personnel. If any of the proposed personnel is rejected, the Contractor shall work diligently to promptly provide a qualified replacement to CCHCS for approval within 20 business days of the rejection.
8. **Coronavirus (COVID-19) Requirement**

The Contractor agrees to comply with the following.  Failure to meet these requirements may result in the termination of the contractor or contract.

* 1. **Screening**:  The Contractor shall not dispatch any employees who are exhibiting COVID-19 symptoms to CDCR/CCHCS worksites/locations. Each Contractor employee who visits institutional grounds may be required to undergo a health questionnaire to screen for COVID-19 before being granted access into the institution.
  2. **Testing:** In addition to the screening, Contractor employees working full time at any institution or facility grounds may be subject to COVID-19 testing in the same manner as institution staff.
  3. **Facial Coverings:**  Contractors are advised that mask requirements at each institution or facility may vary, such as N95 masks being required and provided at certain locations) and as such, the requirements for that institution must be followed. Additionally, institutions or facilities may update their requirements in which case the Contractor’s employees must adhere to such updated requirements.
  4. **Vaccinations**: The Contractor agrees to comply with current State Public Health Officer Orders issued by the California Department of Public Health (CDPH) as it pertains to vaccination requirements for contractor staff in certain locations/settings.

1. **Executive Order N-6-22 - RUSSIA SANCTIONS**

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EEO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 days to provide a written response. Termination shall be at the sole discretion of the State.

1. **Points of Contact**

| **State – Contract Manager**: | |
| --- | --- |
| Name: |  |
| Address: |  |
| Phone Number: |  |
| E-mail address: |  |

| **Contractor – Contract Manager**: | |
| --- | --- |
| Name, Title: |  |
| Address: |  |
| Phone Number: |  |
| E-mail address: |  |

Either party may change Points of Contact upon written notice to the other party.

# III. EXHIBIT B – BUDGET DETAIL AND PAYMENT PROVISIONS

1. **INVOICING AND PAYMENT**
   1. For services satisfactorily rendered and upon receipt and approval of invoices, CCHCS agrees to reimburse Contractor for said services, no more than monthly in arrears, upon receipt and approval of itemized invoices, and in accordance with Exhibit B-1, Rate Sheet.
   2. Payment for services performed under the Agreement shall be made in accordance with the State of California’s Prompt Payment Act (GC Section 927 et seq.).
   3. The Contractor shall submit invoices monthly in arrears for all hours worked per individual personnel during the previous calendar month. The Contractor must invoice for actual hours worked per personnel for each calendar month. The number of weekly hours the CCHCS will compensate the Contractor shall be no more than 40 hours per personnel, unless pre-approved in writing by the CCHCS Contract Manager, or designee. For partial hours worked, the Contractor must prorate the hourly charge in 15-minute (1/4 hour) increments.

All Invoices shall be submitted with supporting documentation that properly details all charges (e.g., approved CCHCS timesheets in SharePoint, etc.) on Contractor’s letterhead and include the following information:

1. CCHCS Agreement Number and Purchase Order Number
2. Contractor Name and address
3. Invoice number and invoice date
4. Name of the Contractor personnel who performed the described work
5. Description of approved work performed
6. Number of approved hours expended by the Contractor personnel
7. Hourly rate
8. Total amount of invoice
9. Copy of Contractor personnel’s approved CCHCS timesheet
10. Original signature of authorized Contractor representative in blue ink

Contractor’s hourly reimbursement for work performed shall not include time spent for travel-related activities.

Payment is subject to acceptance of invoice by the CCHCS Contract Manager, or designee.

* 1. Contractor shall address and submit all invoices electronically to:

[m\_CCHCSContractInvoices@cdcr.ca.gov](mailto:m_CCHCSContractInvoices@cdcr.ca.gov)

1. **TRAVEL AND MISCELLANEOUS EXPENSES**
2. For purposes of this SOW and Agreement, there is no travel anticipated.
3. The Contractor costs related to items such as travel and per diem are costs of the Contractor and CCHCS will not reimburse for these items.
4. **BUDGET CONTINGENCY CLAUSE**

It is mutually agreed that if the California State Budget Act for the current fiscal year and/or any subsequent fiscal years covered under this Agreement does not appropriate sufficient funds for the project, this Agreement shall be of no further force and effect.

In this event, the State shall have no liability to pay any funds whatsoever to Contractor, or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of the Agreement.

If funding for purposes of this project is reduced or deleted for any fiscal year by the California State Budget Act, the State shall have the option to either cancel the Agreement with no liability occurring to the State, or offer an Agreement amendment to Contractor to reflect the reduced amount.

1. **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.

1. **SUBCONTRACTOR**

For all Agreements, with the exception of Interagency Agreements and other governmental entities/auxiliaries that are exempt from bidding, nothing contained in the Agreement, or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve Contractor of contractor’s responsibilities and obligations hereunder. Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor’s obligation to pay its subcontractors is an independent obligation from the State’s obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor. Subcontractors shall be required to meet provisions of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (HIPAA) and the regulations promulgated thereunder. The Business Associate Agreement is included in this Agreement.

# IV. EXHIBIT C – GENERAL PROVISIONS – INFORMATION TECHNOLOGY GSPD 401IT

General Provisions - Information Technology, GSPD 401 IT, 6/21/2022 is hereby incorporated by reference and can be viewed at

<https://www.dgs.ca.gov/-/media/Divisions/PD/PTCS/OPPL/Model-Language/IT/ITGeneralProvisions062122.pdf?la=en&hash=A627F242C01919F872687EC62B8BC6BF41BE876E>

# V. EXHIBIT D – CCHCS SPECIAL PROVISIONS

1. Subcontractor/Personnel Information

Contractor is required to identify all subcontractors who will perform labor or render services in the performance of the Agreement. Additionally, the Contractor shall notify the CCHCS Contract Manager, or designee, within ten working days, of any changes to the subcontractor and/or personnel information.

1. Employment of Ex-Offenders (DOM 31060.5.5)
2. Contractor cannot and will not, either directly or via a subcontracted consultant and/or firm, employ in connection with this Agreement:
   * Ex-Offenders on active parole or probation;
   * 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
   * Any ex-felon in a position which provides direct supervision of parolees.
3. 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:

* Contractor shall obtain the prior written approval to employ any such ex-offender from the Authorized Administrator; and
* 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.

1. Licenses and Permits (revised 03/04)

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

In the event any licenses and/or permits expire at any time during the term of this Agreement, Contractor agrees to provide the CCHCS with a copy of the renewed licenses and/or permits within 30 days following the expiration date. In the event the Contractor fails to keep in effect at all times all required licenses and/or permits, the State may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

1. Conflict of Interest (revised 1/28/02)

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.

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 30 days after the expiration of the Agreement. Other service Contractors and/or certain of their employees may be required to file a Form 700 if so requested by the CCHCS or whenever it appears that a conflict of interest may be at issue. Generally, service Contractors (other than Consultant Contractor 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.
4. 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.
5. 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.
6. In addition to the above, CDCR officials and employees shall also avoid actions resulting in or creating an appearance of:
   * + 1. Using an official position for private gain;
       2. Giving preferential treatment to any particular person;
       3. Losing independence or impartiality;
       4. Making a decision outside of official channels; and
       5. Affecting adversely the confidence of the public or local officials in the integrity of the program.
7. 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.
8. For the two year period from the date he or she left State employment, no former State officer or employee may enter into an Agreement in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the Agreement while employed in any capacity by any State agency.
9. For the 12-month period from the date he or she left State employment, no former State officer or employee may enter into an Agreement with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed Agreement within the 12-month period prior to his or her leaving State service.
10. 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.
11. 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.
12. 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.
13. 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.
14. The Contractor shall have a continuing duty to keep the State timely and fully apprised in the 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.
15. If the Contractor violates any provision of the above paragraphs, such action by the Contractor shall render this Agreement void.
16. 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.
17. Disclosure

Neither the State nor any State employee will be liable to the Contractor or its personnel 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.

1. Security Clearance/Fingerprinting

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

1. 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.

1. Non-Eligible Alien Certification (Sole Proprietor Contracts only) Req’d by SCM, added 4/04

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.

1. Disabled Veteran Business Enterprise (DVBE)

The awarded Contractor agrees to comply with the requirements set forth in the Military and Veterans Codes 999.7 and 999.9.

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

1. Bloodborne Pathogens

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

1. Tuberculosis (TB) Testing (revised 01/05)

Contractors and their employees shall be required to furnish to CDCR, at no cost to CDCR, a form CDCR 7354, “TB Infectious Free Staff Certification,” 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 7354 will be provided by CDCR upon Contractor’s request.

1. Primary Laws, Rules, & Regulations Regarding Association with Inmates (from CDCR 181 Rev 5/98)

Individuals who are not CDCR employees, 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.

(The following paragraph is not in the CDCR 181)

By signing this Agreement, 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:

* + - 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; 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 & 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*

1. 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.

1. **Tobacco-Free Environment** (Authority: AB 384, effective 07/01/05)

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 CDCR is prohibited.

1. Security Regulations
   1. Unless otherwise directed by the entrance gate officer and/or Contract Manager, or designee, 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.
   2. 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.
   3. 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.
   4. Due to security procedures, the Contractor, Contractor’s employees & subcontractors may be delayed at the institution vehicle/pedestrian gates and sally ports. Any loss of time checking in & out of the institution gates and sally ports shall be borne by the Contractor.
   5. Contractor, Contractor’s employees and subcontractors shall observe all security rules and regulations and comply with all instructions given by institutional authorities.
   6. Electronic and communicative devices such as pagers, cell phones and cameras/ microcameras are not permitted on institution grounds.
   7. Contractor, Contractor’s employees and subcontractors shall not cause undue interference with the operations of the institution.
   8. No picketing is allowed on State property.
2. **Prison Rape Elimination Policy**

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

1. **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 a facility a minimum of ten 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.

1. **Business Associate Agreement**

The awarded Contractor will be required to meet provisions of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (HIPAA) and the regulations promulgated thereunder. The Business Associate Agreement is included in this Agreement as Exhibit E.

1. **Electronic Waste Recycling**

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

# VI. EXHIBIT E – HIPAA BUSINESS ASSOCIATE AGREEMENT

HIPAA Business Associate Agreement rev. 9/14/2022 is hereby incorporated by reference and can be viewed at: <https://cchcs.ca.gov/wp-content/uploads/sites/60/DCCS/HIPAA-BAA.pdf>

# VII. EXHIBIT F – INSURANCE REQUIREMENTS

CCHCS will not provide for nor compensate Contractor for any insurance premiums or costs for any type or amount of insurance.

* 1. **Commercial General Liability** – When Contractor submits a signed Contract to the State, Contractor shall furnish to the State a certificate of insurance, stating that there is commercial general liability insurance presently in effect for the Contractor of not less than $1,000,000.00 per occurrence for bodily injury and property damage liability combined.

The certificate of insurance will include provisions below in their entirety:

* + 1. Contractor is responsible to notify the State within five business days of any cancellation, non-renewal or material change that affects required insurance coverage.
    2. That the State of California, its officers, agents, employees, and servants are included as additional insured, but only with respect to work performed for the State of California under the Contract.
    3. The additional insured endorsement must accompany the certificate of insurance.
    4. That the State will not be responsible for any premiums or assessment on the policy.

Contractor agrees that the bodily injury liability insurance herein provided for shall be in effect at all times during the term of this Contract. In the event said insurance coverage expires at any time or times during the term of this Contract, Contractor agrees to provide, within at least five business days, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Contract, or for a period of not less than one year. New certificates of insurance are subject to the approval of the Department of General Services, and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, the State may, in addition to any other remedies it may have, terminate this Contract upon occurrence of such event.

* 1. **Automobile Liability Insurance** – The Contractor shall furnish to the State a certificate of insurance evidencing automobile liability insurance presently in effect for the Contractor for not less than $1,000,000.00 per accident while utilizing a motor vehicle in the performance of this contract. Such insurance shall cover liability arising out of a motor vehicle including owned, hired, and non-owned motor vehicles. For contracted services involving transportation of hazardous materials, evidence of an MCS-90 endorsement is required.
  2. **Worker’s Compensation Insurance** – The Contractor shall furnish to the State a certificate of insurance evidencing workers compensation insurance and employer’s liability presently in effect with limits not less than $1,000,000.00 by an insurance carrier licensed to write Workers’ Compensation Insurance in California. Such certificate shall include the name of the carrier, policy inception and expiration dates. If the Contractor is self-insured for workers compensation, a certificate must be presented evidencing Contractor is a qualified self-insurer in the State of California.
  3. **Special Requirement: Professional Liability (Errors and Omissions) Insurance** – Contractor shall maintain Professional Liability insurance covering any damages caused by an error, omission or any negligent acts. Limits of not less than $1,000,000.00 shall be provided.

# VIII. EXHIBIT G – INFORMATION SECURITY AGREEMENT (ISA)

1. **Introduction and Purpose**
   1. 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 (MOU), or any other transaction involving information receipt or information exchange between CCHCS and the Service Provider.
   2. 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** 
   1. 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.).
   2. 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.
   3. 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.
   4. 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).
   5. 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**

As an entity engaged in a contract, agreement, 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 a 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, 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 (SAM) and its associated regulations, mandates, budget letters and memorandums, and the SIMM.

1. **Standard of Care**
   1. 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.
   2. 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.
   3. 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.
   4. In recognition of the foregoing, Service Provider acknowledges and agrees it shall:
2. 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 SAM Chapter 5300.
3. 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;
4. 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**
   1. The Service Provider is obligated to ensure the following:
6. 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.
7. The Service Provider shall restrict logical and physical accessto CCHCS sensitive and confidential information to authorized users only.
8. 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 theNational Institute of Standards and Technology (NIST) Special Publication 800-68 and the SANS Institute Password Protection Policy.
   1. The Service Provider shall:
9. Implement the following security controls on each server, workstation, or portable computing device (e.g., laptop or computer) that processes or stores sensitive or confidential information;
10. Install a network-based firewall and/or personal firewalls;
11. Continuously update anti-virus software on all systems;
12. Institute a patch-management process including installation of all operating system/software vendor security patches; and
13. 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 laptops, computers, cell phones, and tablets) with a solution that uses proven industry standard encryption algorithms.
    1. 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.
    2. 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.
    3. 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.
    4. 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 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 e-mailed within eight business days of the discovery of the breach.
    5. 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.
    6. 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.
14. **Termination**
    1. Termination for Cause. Upon CCHCS’s knowledge of a material breach of this ISA by Service Provider, CCHCS shall either:
15. 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.
16. Immediately terminate this ISA if Service Provider has breached a material term of this ISA and cure is not possible; or
17. 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.
    1. 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.
    2. 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.

# IX. REQUIRED ATTACHMENTS

**ATTACHMENT A: REQUIRED ATTACHMENTS CHECKLIST**

A complete Offer package will consist of the items identified below. Complete this checklist to confirm the items in your Offer. Place a check mark or “X” next to each item that you are submitting to the State. For your Offer to be responsive, all required attachments must be submitted. This completed checklist shall be included as part of the Offer package.

1. Required Attachments Checklist
2. Offer/Offeror Certification Sheet
3. Rate Sheet[[4]](#footnote-5)
4. Bidder Declaration Form, GSPD-05-105
5. California Civil Rights Law Attachment
6. Payee Data Record, STD 204
7. Payee Data Record, STD 205

Contractor Qualifications to do Business in California (Secretary of State print out)

1. Commercially Useful Function Declaration (required only for SB/DVBE)

If applicable, attach Small Business/Disabled Veteran Enterprise Certification(s)

1. Proposed Personnel References

**Proposed Candidate Forms:**

1. Proposed Personnel Mandatory and MSA Qualifications Forms
2. Proposed Personnel Desirable Qualifications Form

**Additional Candidate documents:**

1. Résumé for proposed personnel
2. Copy of degrees and certifications necessary to satisfy education requirements (screenshots not permitted)
3. Complete copy of Offeror’s DGS TDDC -MSA Contract including any supplements and attachments

**The following documents are required upon Award of the Contract:**

1. Primary Laws, Rules, and Regulations Regarding Conduct and Association with State Prison Inmates
2. Contractor’s Confidentiality and Conflict of Interest Statement
3. Non-Disclosure Agreement
4. Security Awareness Understanding & Accountability Form
5. Statement of Economic Interests (Form 700)
6. Employee Tuberculin Skin Test (TST) and Evaluation (CDCR 7336)
7. TB Infectious Free Staff Certification (CDCR 7354)

Attachment S - Supplemental Application for All CDCR Employees (CDCR 1951)

Insurance Certifications (Automobile, General Liability, Worker’s Compensation)

**ATTACHMENT B: OFFER/OFFEROR CERTIFICATION SHEET**

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

1. Our all-inclusive Offer is submitted as detailed in accordance with the RFO.
2. All required attachments are included with this Offer.
3. The signature and date affixed hereon certifies compliance with all the requirements of this RFO.

**An unsigned Offer/Offeror Certification Sheet may eliminate the Offer from further consideration.**

Please print or type.

| 1. Company Name | 2. Telephone Number |  |
| --- | --- | --- |
|  | (   ) |  |
| 3. E-mail Address |  |  |
| 4. Offeror’s Name (Print) | 5. Title | |
|  |  | |
| 6. **Signature (blue ink only)** | 7. Date | |
|  |  | |

**ATTACHMENT C:** **RATE SHEET**

**Instructions:**

Complete the Rate Sheet by filling in the yellow-fields. Modifications outside these fields **will not** be accepted and may result in the offer being rejected. The State anticipates the work effort of one proposed personnel on a full time effort for the duration of the term. **No more than two personnel will be accepted for this Offer. Total cost of Years 1–3 may not exceed $1,500,000.00.**

Hourly rates will not be adjusted and are required to remain at the same rate throughout the entire Agreement and any optional period of service for any Agreement resulting from this RFO. Please note the hours reflected in this Cost Worksheet are an estimate and total hours are not a guarantee of hours to be worked under this contract; a Contractor is not guaranteed these hours will be required.

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Year 1** | | | | | | | |
| **MSA**  **Classification** | **Sub-contracted Staff Person? *(Yes or No)*** | **Hourly Rate****[[5]](#footnote-6)** | | **Estimated # of Hours****[[6]](#footnote-7)** | **FY 23/24**  **Total Cost****[[7]](#footnote-8)** | | |
| **Fiscal Year (FY) 23/24: August 21, 2023** *(or upon approval whichever is later)* **– June 30, 2024** | | | | | | | |
| Senior Project Manager |  | $ |  | 1904 | $ | |  |
| **Year 1 Total:** | | | |  | **$** |  | |

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Optional Year 2** | | | | | | |
| **MSA**  **Classification** | **Sub-contracted Staff Person? *(Yes or No)*** | **Hourly Rate5** | | **Estimated # of Hours6** | **FY 24/25**  **Total Cost7** | |
| **FY 24/25: July 1, 2024 – June 30, 2025** | | | | | | |
| Senior Project Manager |  | $ |  | 2080 | $ |  |
| **Optional Year 2 Total**: | | | |  | $ |  |

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Optional Year 3** | | | | | | |
| **MSA**  **Classification** | **Sub-contracted Staff Person? *(Yes or No)*** | **Hourly Rate5** | | **Estimated # of Hours6** | **FY 25/26**  **Total Cost7** | |
| **FY 25/26: July 1, 2025 – June 30, 2026** | | | | | | |
| Senior Project Manager |  | $ |  | 2080 | $ |  |
| **Optional Year 3 Total**: | | | |  | $ |  |

**ATTACHMENT D: BIDDER DECLARATION - GSPD-05-105 (REV 08/09)**

Offerors must include a completed and signed Bidder Declaration in their Offer. When completing the declaration, Offerors must identify all subcontractors proposed for participation in the Contract. Offerors awarded a Contract are contractually obligated to use the subcontractors for requested services unless CCHCS agrees to a substitution. Offers submitted without this form may be eliminated from further consideration and ineligible for award.

The GSPD-05-105; can be found at:

<https://www.documents.dgs.ca.gov/dgs/fmc/gs/pd/gspd05-105.pdf>

**\* \* \* \* \***

**ATTACHMENT E: CALIFORNIA CIVIL RIGHTS LAWS ATTACHMENT**

Offerors must include a completed and signed California Civil Rights Laws Attachment (DGS OLS 04) in their offer. Offers submitted without this form may be eliminated from further consideration and ineligible for award.

The DGS OLS 04, can be found at: [https://www.dgs.ca.gov/-/media/Divisions/OLS/Forms/CALIFORNIA-CIVIL-RIGHTS-LAWS-ATTACHMENT.pdf](https://www.dgs.ca.gov/-/media/Divisions/OLS/Forms/CALIFORNIA-CIVIL-RIGHTS-LAWS-ATTACHMENT.pdf" \o "DGS OLS 04)

**\* \* \* \* \***

**ATTACHMENT F: PAYEE DATA RECORD – STD 204 (Rev. 3/2021)**

Offerors must include a completed and signed Payee Data Record (STD 204) in their Offer. Offers submitted without this form may be eliminated from further consideration and ineligible for award.

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

**\* \* \* \* \***

**ATTACHMENT G: PAYEE DATA RECORD SUPPLEMENT – STD 205 (Rev. 3/2021)**

Offerors must include a completed Payee Data Record Supplement (STD 205) their Offer. Offers submitted without this form may be eliminated from further consideration and ineligible for award.

The STD 205, can be found at: <https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std205.pdf>

**ATTACHMENT H: Commercially Useful Function Documentation**

All certified small business, micro business, or DVBE contractors, subcontractors or suppliers shall meet the CUF requirements under GC section 14837(d) (4)(A) (i-v) (for SB) and Military and Veterans Code section 999(b)(5)(B) (i) (I-V) (for DVBE) as stated below.

|  |  |
| --- | --- |
| **VENDOR NAME:** |  |

|  |  |
| --- | --- |
| **SUBCONTRACTOR NAME:** |  |

**Mark all that apply: DVBE  Small Business  Micro Business**

**SECTION 1:**

A person or entity is deemed to perform CUF, if a person or entity **does** all of the following. (Please answer the following questions.)

|  |  |  |
| --- | --- | --- |
|  | Is responsible for the execution of a distinct element of the work of the Agreement. | YesNo |
|  | Carries out the obligation by actually performing, managing, or supervising the work involved. | YesNo |
|  | Performs work that is normal for its business services and functions. | YesNo |
|  | Is responsible, with respect to products, inventories, materials, and supplies required for the Agreement, for negotiating price, determining quality and quantity, ordering, installing, if applicable, and making payment. | YesNo |
|  | Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices. | YesNo |

NOTE: A response of “No” to any of the questions above may result in your Response to be deemed **non-responsive** and disqualified.

**SECTION 2:**

The vendor shall provide a written statement detailing the role, services and/or goods the subcontractor(s) will provide to meet the CUF requirement.

1. **Describe the specific role(s) of the subcontractor for this project (e.g. data conversion, training, etc.):**
2. **Describe the goods/services to be provided for this project (include a description of the bidder versus the subcontractor responsibilities for each role):**

**SIGNATURE OF VENDOR (PRIME):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**ATTACHMENT I: PROPOSED PERSONNEL REFERENCES FORM**

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

List below three references for services performed within the **last TEN years**, which are similar to the SOW to be performed in this contract. Contact Person must be a manager who can verify the work performed. Please print or type.

**NAME OF PROPOSED PERSONNEL: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

| **REFERENCE 1** | | | | | | | | | |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Name of Firm:** |  | | | | | | | | |
| **Street Address:** |  | **City:** |  | | **State:** |  | | **Zip: Code:** |  |
| **Contact Person:** |  | | | **Telephone Number:** | | |  | | |
| **E-mail Address:** |  | | |  | | |  | | |
| **Dates of Service:** |  | | | **Value/Cost of Service:** | | | **$** | | |
| **Brief Description of Service Provided:** | | | | | | | | | |
|  | | | | | | | | | |
|  | | | | | | | | | |
| **REFERENCE 2** | | | | | | | | | |
| **Name of Firm:** |  | | | | | | | | |
| **Street Address:** |  | **City:** |  | | **State:** |  | | **Zip: Code:** |  |
| **Contact Person:** |  | | | **Telephone Number:** | | |  | | |
| **E-mail Address:** |  | | |  | | |  | | |
| **Dates of Service:** |  | | | **Value/Cost of Service:** | | | **$** | | |
| **Brief Description of Service Provided:** | | | | | | | | | |
|  | | | | | | | | | |
|  | | | | | | | | | |
| **REFERENCE 3** | | | | | | | | | |
| **Name of Firm:** |  | | | | | | | | |
| **Street Address:** |  | **City:** |  | | **State:** |  | | **Zip: Code:** |  |
| **Contact Person:** |  | | | **Telephone Number:** | | |  | | |
| **E-mail Address:** |  | | |  | | |  | | |
| **Dates of Service:** |  | | | **Value/Cost of Service:** | | | **$** | | |
| **Brief Description of Service Provided:** | | | | | | | | | |
|  | | | | | | | | | |

**ATTACHMENT J: PROPOSED PERSONNEL MANDATORY QUALIFICATIONS FORM (INCLUDES MSA QUALIFICATIONS)**

|  |  |
| --- | --- |
| **Company Name:** |  |
| **Proposed Personnel Name:** |  |
| **Proposed Project Position:** |  |

Use the table below to summarize the Contractor’s experience as it relates to the Mandatory Qualifications. Complete this form for the proposed personnel. Failure to complete this form may eliminate an Offer from further consideration.

**EXPERIENCE**

The proposed personnel for this classification must meet the following Mandatory Qualifications:

*Note: This form is only used to identify qualifications listed in the resume and will not be used for evaluation purposes.*

|  | **Mandatory Qualifications**  *(TDDC -MSA)* | **Years** | **Company** | **Position Description\***  Describe how the position listed ties back to the Scope of Services | **Page #/ Location in Résumé** |
| --- | --- | --- | --- | --- | --- |
|  | **Experience**  This Classification requires a minimum of seven (7) years of broad, extensive, and increasingly responsible experience applying PM principles, methods, techniques, and tools. At least five (5) years of that experience must have been as a senior PM of one or more large or complex IT projects that are high-profile and fast-paced involving system interfaces and the development of new system interfaces. |  |  |  |  |
|  | **Education**  This classification requires the possession of (a) a bachelor’s degree, and (b) a valid Project Management Professional (PMP) certification from the Project Management Institute (PMI), which will be verified during the Request for Offer (RFO) process. The PMP certification is required and may not be substituted with additional experience. The PMP certification must remain active for the duration of the project. Qualifying experience may be substituted for the required education on a year-for-year basis:   * Four (4) years of experience can be substituted for a Bachelor’s degree. * The substituted experience must be in addition to the required years of experience.   Example: If the Experience requirement is five (5) years, and the individual is substituting four (4) years of experience for a Bachelor’s degree, a total of nine (9)  years of experience is required. |  |  |  |  |

|  | **Mandatory Qualifications**  Candidate must meet the following Mandatory Qualifications: | **Years** | **Company** | **Position Description\***  Describe how the position listed ties back to the Scope of Services | **Page #/ Location in Résumé** |
| --- | --- | --- | --- | --- | --- |
|  | Experience successfully managing projects with California Department of Technology (CDT) oversight. |  |  |  |  |
|  | Experience working with an independent verification and validation consultant in large-scale systems development and integration projects. |  |  |  |  |
|  | Experience and knowledge utilizing CDT’s California Project Management Framework and the Project Approval Lifecycle. |  |  |  |  |
|  | Three (3) years of experience and knowledge of the software development life cycle (SDLC) for planning, design, development, testing, and deployment. |  |  |  |  |
|  | Experience using project management tools (e.g., Microsoft Project, Microsoft Visio) and SharePoint. |  |  |  |  |
|  | Experience leading IT cross-functional project teams/resources in a matrixed environment, in all aspects of project management from initiation to closing. |  |  |  |  |

\*Include additional sheets if needed

**ATTACHMENT K: PROPOSED PERSONNEL DESIRABLE QUALIFICATIONS FORM**

|  |  |
| --- | --- |
| **Company Name:** |  |
| **Proposed Personnel Name:** |  |
| **Proposed Project Position:** |  |

Use the table below to summarize the Contractor’s experience as it relates to the Desirable Qualifications. Complete this form for the proposed personnel.

**EXPERIENCE**

It is highly desirable for the proposed personnel to have the following experience, knowledge, skills, and abilities. Complete only the rows of desirable qualifications that the proposed personnel meets (leave all other rows blank).

*Note: This form is only used to identify qualifications listed in the resume and will not be used for evaluation purposes.*

|  | **Desirable Qualifications**  (Specify total years) | **Years** | **Company** | **Position Description\***  Describe how the position listed ties back to the Scope of Services | **Page #/ Location in Résumé** |
| --- | --- | --- | --- | --- | --- |
| 1. | Additional one (1) year experience beyond the first three (3) mandatory qualifications. |  |  |  |  |
| 2. | Three (3) years of experience facilitating meetings, preparing and giving presentations to senior-level executives. |  |  |  |  |
| 3. | Three (3) years of experience with implementation “go-live” activities in activities in IT projects. |  |  |  |  |
| 4. | Three (3) years of broad, extensive, and increasingly responsible experience applying project management principles, methodologies, techniques, and tools on one or more complex IT project(s) in a healthcare/ correctional environment. |  |  |  |  |
| 5. | One (1) years of experience working as a project manager in an environment that uses an electronic health records system. |  |  |  |  |
| 6 | Three (3) years of experience managing multiple concurrent projects. |  |  |  |  |
| 7 | Three (3) years of experience working with electronic data sharing. |  |  |  |  |
| 8 | Three (3) years of experience with health record system business process analysis, planning and assessment, cost-benefit analysis, financial management, planning and evaluation, project management, quality assurance, requirements analysis, and risk management. |  |  |  |  |
| 9 | Experience with Medi-CAL or billing/claim processing systems. |  |  |  |  |

\*Include additional sheets if needed.

**ATTACHMENT L: CDCR 181 (Rev 10/14)**

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

* + - 1. 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

* + - 1. 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.

* + - 1. 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

* + - 1. 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

* + - 1. 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

* + - 1. 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

* + - 1. 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

* + - 1. 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)

* + - 1. 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 CDCR INSTITUTION/FACILITY OR CAMP WITH THE POSSIBILITY OF CRIMINAL PROSECUTION.

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

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

**ATTACHMENT M: CONTRACTOR CONFIDENTIALITY AND CONFLICT OF INTEREST STATEMENT**

I understand that as a Consultant under contract with CCHCS I must comply with the State’s conflict of interest laws and I must file a “Statement of Economic Interests” Form 700 with the Fair Political Practices Commission. I certify that I have read and understand the 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 <https://oag.ca.gov/ethics/course>.

I certify that I have no personal or financial interest, which would be incompatible with my employment with CCHCS. I further certify that I have no present or past State employment, nor have I participated in any activity related to the planning or procurement processes that would render my participation incompatible. I understand that my employment compensation (base salary and benefits) is not a disqualifying event for purposes of this agreement. I agree for the duration of my contracted involvement in this project not to accept any additional gift, benefit, gratuity or consideration, or begin a personal or financial interest with any person or party who is associated with a business or offering on this project.

I certify that I will keep confidential and secure all information concerning the planning, processes, development and procedures of the project etc., which I learn in the course of my duties on the project. I further certify that I will not copy, give, or otherwise disclose to any other party any information about this project unless that person is authorized in writing to receive that information by the appropriate authority within the department (deputy or director level), as appropriate, considering the program ownership of the information, and who also signs a CCHCS confidentiality agreement. 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 including concepts and discussions as well as written and electronic materials. I understand that if I leave this project before it ends, I must continue to keep all project information confidential. I understand that following completion of this project I must maintain confidentiality should the Project and/or my organization be subject to follow-on contracting criteria per Public Contract Code §10365.5. Additionally, I agree to follow all provided instructions related to project confidentiality.

I fully understand that any unauthorized disclosure I make may be grounds for civil or criminal penalties and/or Contract termination. I agree to immediately advise the CCHCS Contract Manager and Contract Analyst named in this agreement in the event that I learn, or have reason to believe, that any person has or intends to disclose confidential project information, in violation of the terms of this Contract. I also agree to direct all questions and inquiries from bidders, potential bidders and/or third parties to the CCHCS Information Technology Services Division.

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| --- | --- | --- |
| Company/Organization Name | Telephone Number |  |
|  | (   ) |  |
| Offeror’s Name (Print) | Title | |
|  |  | |
| E-mail Address |  |  |
| **Signature (blue ink only)** | Date Signed | |
|  |  | |

**ATTACHMENT N: NON-DISCLOSURE AGREEMENT**

I certify that I will hold in confidence all discussions, bids, proposals, correspondence, memoranda, working papers, procurement of goods and services, or any other information on any media, which has any bearing on or discloses any aspect of the California Correctional Health Care Services (CCHCS) and this Project. Based on my involvement with the CCHCS, 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 any procurement process for the related initiative(s)/procurement(s)/trainings thereof.

At all times during and after the process by which the CCHCS and/or the California Department of Corrections and Rehabilitation (CDCR) procures goods and services to create the project, CCHCS’ and/or CDCR’s employees, CCHCS’ prospective bidders, and/or CCHCS and/or CDCR’s Contractors will keep confidential, and will not disclose to any third party or use, such confidential information, except in the course of their employment by or contractual relationship with the Department, and for the benefit of CDCR. The parties will protect CCHCS’ and/or CDCR’s confidential information using the same degree of care, but no less than a reasonable degree of care, as such party uses to protect his/her/its own confidential information. The parties will carefully restrict access to CCHCS’ confidential information, and they may disclose it only to their employees, contractors, and/or other State agencies that have a need to know and are bound by obligations of confidentiality.

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

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| --- | --- | --- |
| Company/Organization Name | Telephone Number |  |
|  | (   ) |  |
| Offeror’s Name (Print) | Title | |
|  |  | |
| E-mail Address | | |
|  | | |
| **Signature (blue ink only)** | Date Signed | |
|  |  | |

**ATTACHMENT O: SECURITY AWARENESS, UNDERSTANDING & ACCOUNTABILITY FORM**

Offerors must ensure the Security Awareness, Understanding & Accounting form is to be completed for all CDCR Employees and for each proposed personnel.

The form can be opened by double clicking the below Icon:

**ATTACHMENT P: STATEMENT OF ECONOMIC INTERESTS (FORM 700)**

Offerors must ensure the Statement of Economic Interests (Form 700) is completed for each proposed personnel prior to start of contract. As part of the form, each signer certifies that they have read and understand the 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 <https://oag.ca.gov/ethics/course>.

The form can be found at:

<http://www.fppc.ca.gov/Form700.html>

**\* \* \* \* \***

**ATTACHMENT Q: EMPLOYEE TUBERCULIN SKIN TEST (TST) AND EVALUATION (CDCR 7336)**

Offerors must ensure the Employee Tuberculin Skin Test (TST) and Evaluation (CDCR 7336) is completed for each proposed personnel prior to start of contract and returned in a sealed envelope.

Evaluation shall be done by a licensed physician and surgeon or his/her licensed designee whose legally authorized scope of practice he allows him/her to conduct examinations for TB under physician supervision in accordance with the most current recommendations of the Centers for Disease Control and Prevention.

The form can be opened by double clicking the below Icon:



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**ATTACHMENT R: TB INFECTIOUS FREE STAFF CERTIFICATION (CDCR 7354)**

Offerors must ensure the TB Infectious Free Staff Certification (CDCR 754) is completed for each proposed personnel prior to start of contract and returned in a sealed envelope.

Evaluation shall be done by a licensed physician and surgeon or his/her licensed designee whose legally authorized scope of practice he allows him/her to conduct examinations for TB under physician supervision in accordance with the most current recommendations of the Centers for Disease Control and Prevention.

The form can be found at:

<https://www.cdcr.ca.gov/wp-content/uploads/sites/162/2019/06/cdcr7354rev7-15-1.pdf>

**\* \* \* \* \***

**ATTACHMENT S: SUPPLEMENTAL APPLICATION FOR ALL CDCR EMPLOYEES (CDCR 1951)**

Offerors must ensure the Supplemental Application for all CDCR Employees (CDCR 1951) is completed for each proposed personnel prior to start of contract and returned in a sealed envelope.

The form can be opened by double clicking the below Icon:



1. *Interested Offerors may submit questions and/or requests for clarification,* ***via e-mail only*** *to* [*Nancy.Avila@cdcr.ca.gov*](mailto:Nancy.Avila@cdcr.ca.gov)*. CCHCS responses to Offeror questions that provide new or additional information will be provided to all Offerors.* [↑](#footnote-ref-2)
2. *Must be received no later than the RFO Offer Submission Due Date & Time.* [↑](#footnote-ref-3)
3. *Dates after the RFO Offer Submission Due Date & Time are approximate and may be adjusted as conditions indicate without an addendum to this RFO* [↑](#footnote-ref-4)
4. Total cost of contract and amendments must be within MSA limits. [↑](#footnote-ref-5)
5. The Hourly Rate may not exceed the current TDDC -MSA Rate [↑](#footnote-ref-6)
6. Adjustments to add additional hours may be made at the same hourly rate through a formal amendment of the Contract [↑](#footnote-ref-7)
7. Total Cost = Hourly Rate X Estimated # of Hours [↑](#footnote-ref-8)