

DIVISION OF ENTERPRISE INFORMATION SERVICES**POLICY, PLANNING, PROJECT MANAGEMENT AND IT ACQUISITIONS**9838 Old Placerville Road, Suite B, 2nd Floor, Sacramento, CA 95827-3563

P.O. Box 942883, Sacramento, CA 94283-0001



**THE STATE OF CALIFORNIA
DEPARTMENT OF CORRECTIONS AND REHABILITATION
Division of Juvenile Justice**

**REQUEST FOR QUOTE (RFQ)
Mac Server Management Scripts/Programs
RFQ 12-019**

December 31, 2012

The California Department of Corrections and Rehabilitation (CDCR) Division of Juvenile Justice (DJJ) is requesting Business quotes for a Contractor for Apple Macintosh Server Management Scripts/Programs. In submitting your quote, you must comply with the instructions found herein. Please refer to Exhibit A, Statement of Work (SOW).

The term of this Agreement is from January 18, 2013, **or upon final execution of the Agreement by all parties, whichever is later, through December 31, 2013 or twelve (12) months beyond the date of official acceptance, whichever is later.** The Agreement award is subject to, and contingent upon, the availability of funds approved for this purpose. The original Agreement shall not exceed \$30,000.

All responses must be signed by an authorized officer of the company who has legal and binding authority. By submitting a response, your firm agrees to the terms and conditions stated in this RFQ.

Responses are due by **2:00 PM** on Friday, January 11, 2013. Please Fed-Ex or hand deliver two (2) hard copies **and** one (1) electronic copy (i.e., DVD or CD) of your response to the address below.

Department Contact:

California Department of Corrections and Rehabilitation
Division of Enterprise Information Services
IT Acquisitions Unit
Attention: Kathleen Smola
9838 Old Placerville Road, Suite B, 2nd Floor
Sacramento, CA 95827-3563

RESPONSE GUIDELINES

It is the responsibility of the Contractor to review the Bidder Instructions (GSPD-451), prior to responding to this Request for Quote (RFQ). The instructions are located on the Department of General Services' website at:

<http://www.documents.dgs.ca.gov/pd/modellang/GSPD451-110911.pdf>.

This RFQ and the selected Business Contractor's response to this document will be made part of the CDCR procurement documents and Agreement file. Responses to this RFQ must include the following information:

1. Cover letter, on company letterhead, signed by an authorized officer of the company who has legal and binding authority.
2. Company name, mailing address, and telephone number.
3. Company's Federal Tax Identification Number.
4. Name, telephone number, and email address of contact person.
5. Submission date of the response.
6. The total number of years the company has been in business performing services as described in Exhibit A, SOW. (Please include [programming experience in Objective C Python, and in Perl Scripting on Macintosh OS X Server. architecture.](#))
7. A detailed description of the Contractor's approach for completing the activities, tasks, and/or deliverables identified in Exhibit A, SOW, and Exhibit A-1, Section C, CDCR DJJ CEA Student-Network Management Requirements.
8. A minimum of two (2) customer references who have used similar services from the Contractor. CDCR staff may contact referenced organizations when reviewing a Contractor's response to verify the information provided. The references shall be external to the Contractor's organization and corporate structure.
9. Completed Rate Sheet (Exhibit B-1).

At CDCR's discretion, this Agreement may be amended for quantity and/or time consistent with the terms and conditions of the original Agreement.

10. Contractor Confidentiality Statement (Attachment A).
11. Bidder Declaration Form (GSPD-05-105), (Attachment B).

All Bidders must complete the Bidder Declaration and include it with their response. When completing the declaration, Bidders must identify all subcontractors proposed for participation in the Agreement. Bidders awarded an agreement are contractually obligated to use the subcontractors for the corresponding work identified, unless the State agrees to a substitution, and it is incorporated by amendment to the Agreement.

12. Completed Payee Data Record (STD 204), (Attachment C).
13. The Contractor's California Seller's Permit.
14. The Contractor's Small Business Certification. (if applicable)
15. The Contractor's Secretary of State's Certification.
16. Other Requirements

The Bidder must submit the following documentation prior to award. **Do not submit them with your quote.**

- a. Copy of Liability Insurance Certificate.

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

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

- b. Copy of Proof of Worker's Compensation Insurance

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

17. Contractor/vendor must have a minimum of the following certifications: Apple Macintosh OS X Server 10.7 or higher (preferably 10.8).

KEY ACTION DATES

Interested Contractors may submit questions and/or requests for clarification, via e-mail, **no later than 5:00 PM on Monday, January 7, 2013**, to Kathleen.smola@cdcr.ca.gov. CDCR responses to Contractor questions that provide new or additional information will be provided to all Contractors.

Event	Date	Time
Release of Request for Quote	12/31/2012	
RFQ Questions Due	01/07/2013	5:00 PM
Quote Response Submission Due Date	01/11/2013	2:00 PM
Response Comparison*	01/14/2013 – 01/16/2013	
Notification of Agreement Selection*	01/16/2013	
Proposed Agreement Start Date*	01/18/2013	

* Dates subject to change.

SELECTION PROCESS

All quotes will be reviewed for responsiveness to the requirements of this RFQ (see Response Guidelines questions 1 through 15). Incomplete responses will not be considered. If a response is missing the required information, it will be deemed non-responsive. Responsive quotes will be compared, and the award will be based on the lowest price quoted. Further review is subject to CDCR's discretion.

CDCR reserves the right to reject all quotes and reissue this RFQ. The DGS Provisions for Information Technology (Exhibit C) and CDCR Special Provisions (Exhibit D) will be appended to the Agreement.

EXHIBITS AND ATTACHMENTS

Exhibit A	Statement of Work
Exhibit A-1	Section C, CDCR DJJ CEA Student-Network Management Requirements
Exhibit A-2	Delivery Instructions
Exhibit B	Budget Detail and Payment Provisions
Exhibit B-1	Rate Sheet
Exhibit C	DGS Provisions – Information Technology
Exhibit D	CDCR Special Provisions
Attachment A	Contractor Confidentiality Statement
Attachment B	Bidder Declaration (GSPD-05-105)
Attachment C	Payee Data Record (STD 204)

EXHIBIT A STATEMENT OF WORK

A. INTRODUCTION

This Statement of Work (SOW) provides details for the development, delivery, installation, maintenance and support agreement, between the California Department of Corrections and Rehabilitation (CDCR) Division of Juvenile Justice (DJJ) California Education Authority (CEA) and Contractor for Apple Macintosh Server Management Scripts/Programs of five (5) Apple Macintosh OS 10.8 server systems located at each of the CDCR DJJ CEA schools.

This Agreement shall continue until the CDCR DJJ CEA Apple Macintosh Server Management Scripts/Programs are developed, delivered, installed, tested and placed in to production on the five (5) Apple Macintosh OS 10.8 server systems and received and approved (via signature) by the CDCR DJJ CEA Education Technology Coordinator. Telephone support shall be provided for the life of the product, which begins on the first day of the month during which the scripts/programs are put into production.

The Contractor shall provide services as described under Section C, Contractor's Responsibilities, and shall provide all labor, transportation, and every other item of expense necessary to perform the above mention services for the CDCR DJJ CEA.

This Agreement does not include replacement of cords, cables, A/C adapters, consumable supplies, and cleaning supplies, repairs made necessary by accident, abuse, fire, water, storm, burglary, self-repair, or any act of God.

B. PERIOD OF PERFORMANCE

The Period of Performance for this SOW shall be January 18, 2013, or upon approval by all interested parties, through December 31, 2013, or twelve (12) months beyond the date of official acceptance, whichever is later. If it is determined to be in the best interest of the State, this Agreement may be amended for quantity and/or time. Upon signing an Amendment, the Contractor agrees to provide services for the extended period at the rates specified in the original Agreement.

C. CONTRACTOR'S RESPONSIBILITIES

1. The server scripts/programs shall be delivered to the addresses shown in Exhibit A-2 Delivery Instructions.
2. Contractor shall deliver user licenses for all software outlined in Exhibit A-1, Section C, CDCR DJJ CEA Student-Network Management Requirements. Software shall include, but is not limited to, the server scripts/programs.
3. Contractor shall develop, deliver, install, test, and place in to production the CDCR DJJ CEA Apple Macintosh Server Management Scripts/Programs on the server systems located at each of the CDCR DJJ CEA sites as specified in Exhibit A-1, Section C, CDCR DJJ CEA Student-Network Management Requirements.

4. The services shall be performed on State premises at the CDCR DJJ CEA sites during normal working hours, Monday through Friday, 8:00am – 5:00pm, with the exception of State holidays.
5. The Contractor shall provide responses to maintenance and service telephone calls within twenty-four (24) hours. On-site responses shall be provided within six (6) business days.
6. Contractor/vendor must have a minimum of the following certifications: Apple Macintosh OS X Server 10.7 or higher (preferably 10.8.)
7. Scripting Contractor must coordinate/cooperate with the Server Installation Contractor to ensure the hardware and software meet the requirements in Exhibit A-1, Section C, CDCR DJJ CEA Student-Network Management Requirements as approved (via signature) by the CDCR DJJ CEA Education Technology Coordinator

D. INSTALLED SOFTWARE

The Contractor shall install, configure and test software on-site at each of the five (5) specified CDCR DJJ CEA school locations. Installed software shall include, but is not limited to, the CDCR DJJ CEA Apple Macintosh Server Management Scripts/Programs as specified in Exhibit A-1, Section C, CDCR DJJ CEA Student-Network Management Requirements.

E. ACCEPTANCE CRITERIA

The CDCR DJJ CEA Education Technology Coordinator will inspect all work performed by the Contractor and guarantee work has been delivered and equipment is working properly. The CDCR DJJ CEA Education Technology Coordinator will receive and approve (via signature) all goods and services performed by the Contractor. This receipt and approval will constitute the State's official acceptance. The Contractor shall invoice only after official acceptance by the State has been completed.

F. WORK AREA

The Contractor shall ensure that the work area is kept clean and free of debris, as necessary, to maintain a safe working environment for staff and youth/wards. While working on equipment, the Contractor agrees to perform services with as little disruption to the State's operations as possible. All tools, equipment and other work materials belonging to the Contractor shall be removed from the Institution at the end of each working day. The State shall not be responsible for storage of any Contractor property.

G. WORKMANSHIP

All work provided by the Contractor shall conform to the latest requirements of Federal, State, City and County regulations, and in accordance with the Manufacturer's specifications. The Contractor is responsible for compliance with all applicable laws, codes, rules and regulations in connection with work performed under this Agreement. Any services performed by the Contractor are to be inspected by the State after completion. The

State is solely responsible for determining acceptability of the work performed and the operability of the equipment and software.

H. WARRANTY

The Contractor warrants that goods and services furnished under this Agreement shall conform to the requirements of this Agreement, including all descriptions and specifications made a part hereof. The Contractor shall warrant such goods will be merchantable, fit for their intended purposes, be free from all defects in materials and workmanship, and to the extent not manufactured pursuant to detailed designs furnished by the State, free from defects in design. The State's approval of designs or specifications furnished by the Contractor shall not relieve the Contractor of its obligations under this warranty.

I. CANCELLATION

This Agreement may be cancelled at anytime by the State. A written notice of cancellation will be issued at least thirty (30) days prior to cancellation. The written notification shall be submitted to the Contractor's project manager.

J. CONTACTS

CDCR DJJ CEA Education Technology Coordinator and Project Manager:

Allen Whittier via Denise Perinati
CDCR-DJJ, Education Services Branch
1600 K Street, Suite 300
Sacramento, California 95814
Phone: (916) 324-0421
Fax: (916) 322-5753

CDCR IT Acquisitions Analyst:

Any questions regarding the Agreement shall be directed to:

Kathleen Smola
California Department of Corrections and Rehabilitation
Division of Enterprise Information Services
IT Acquisitions Unit
9838 Old Placerville Road, Suite B
Sacramento, California 95827
Phone: (916) 255-6004
Fax: (916) 255-3524

EXHIBIT A-1

Section C, CDCR DJJ CEA Student-Network Management Requirements

1	Duplicate or exceed all functions that are currently provided by the DJJ/CEA Student-Network Macintosh OS X server system in operation, administration, ease of programmability, and security. Developer will be on site or have remote access for initial building and testing of scripts/programs at Johanna Boss High School. Developer will be on site or have remote access for deployment and testing of scripts/programs at all DJJ/CEA High Schools.
2	Lab test and remediation of system in DJJ/CEA School-Network conditions until there is DJJ-Education Services acceptance. Include the DJJ-Education Services Education Technology Coordinator in the testing and evaluation process.
3	Study the current DJJ/CEA client/server systems, DJJ/CEA Distance Learning systems, etc. before development and testing prior to full deployment of any additional systems or equipment. The network is to be maintained and operated as a cross-platform network.
4	Server and client deployment to be pilot tested at one school (Johanna Boss High School) until there is DJJ Education Services acceptance (DJJ Education Services/CEA Education Technology Coordinator and EIS Customer Support Manager). Within no more than 24 hour the developer is to provide an estimated time of resolution on all reported issues.
5	DJJ-Education Services/CEA Education Technology Coordinator is to be consulted and provide direction throughout development and deployment of the DJJ-CEA Student-Network systems.
6	Server system that provides student access based on the each individual student's daily class schedule. The system gets automated electronic input from the Class Assignment Coordinator's database of the DJJ Ward Information Network (WIN) system. The server system must also be easily adjustable for non standard days such as Case Conference days and other days where the bell schedule (class start/stop times) may change or the length of the periods (60 minutes/55 minutes/110 minutes) will change for only one day a week and is not predictable which day or part of the day will be needed. The server system allows for multiple school schedules to be running concurrently on a single server. Class Schedules will need to be designed to fit the specific need of each of the DJJ/CEA schools.
7	Server system that will allow students to login only on computers in classrooms that the individual is assign and only during the time of that class assignment. Data provided via DJJ-WIN database exports (StudentExport.txt and CurriculumExport.txt) and Periods.dat files.
8	Server system that will allow teachers/educators to login anytime and only on computers in classrooms that the individual teacher/educator is assign.
9	Server system that will not allow simultaneous login by any user other then an administrator performing maintenance.
10	Server system that prevents student-to-student electronic communication between classrooms. Determine through study and consultation with all DJJ-Education Services Education Technology Coordinators the best solution for implementation that will disable all sharing features for student-to-student sharing (i.e. Air Drop, etc). Remove and disable all types of sharing functionality.
11	Server system that searches all student files for suspicious content and oversize files each night and provides an e-mailed log of student activity and search findings providing notification of any found violations, i.e. "bad words" or suspicious files located in student saved files.

12	Server system that removes anything saved in all local and shared locations other than designated server storage area for each individual user. User storage space may be accessed only by the specific user, all teachers, and all administrators.
13	Server system that needs no more than near-zero administration to provide controlled and specific access for students, teachers, and administrators. The system automatically creates student user accounts and access permissions from data provided via DJJ-WIN database exports (StudentExport.txt and CurriculumExport.txt) and Periods.dat files.
15	Server system that prevents the users from altering specified user and application preferences/settings i.e. changing of printers, altering desktop view, file permissions, etc.
16	Server system provides a manageable kiosk system for use in unscheduled areas where students need to use specific computer applications.
17	Server system that provides the users with a password protected unique file storage area that is accessible to only that user, the teachers, and the administrators. The system force file saving to only the users designated folder on the server. All kiosk user files will be deleted at the end of each kiosk session.
18	Server system that deletes or prevents potential hiding places. DJJ/CEA students have in the past demonstrated a propensity for finding or creating hard to find structures in which to hide inappropriate student files.
19	Client server system enables teachers to interact with and monitor student computer work and files.
20	Server system that allows Resource Teachers to select any student user account to be able to access computers in the Resource Classrooms, for a current period and the remaining time of that period. Once selected the student user account is accessible only in the Resource Classroom for the remainder of the current class period.
21	Server system automatically archives all inactive students (not currently enrolled in school) to a designated archive folder, and reinstates the account and student files if student returns to school.
22	Developer will be on site for building, testing, and debugging during pilot and initial deployment at Johanna Boss High School and during deployment at the other DJJ/CEA schools.
23	Developer will be available to assist all DJJ/CEA school sites when new servers are installed or script/program issues arise. This support will assist the DJJ/CEA server installer and manager as to accommodate any/all server script/program issues and scheduling differences that occur at the locations. Services to be provided at the sites and Developer will be available within 48 hours of being contacted.
24	Developer to document the server scripts/programs and provide the documentation to DJJ/CEA Education Technology Coordinator in both hard copy and electronic (Microsoft Word compatible) formats.

**EXHIBIT A-2
DELIVERY INSTRUCTIONS**

Address and Contact Information:

DJJ – HQ
Stockton Training Center
7650 Newcastle Road
Stockton, California 95215
Attention: Allen Whittier
Phone: (209) 944-6444 ext. 6743
Allen.Whittier@cdcr.ca.gov

N.A. Chaderjian High School
N.A. Chaderjian Youth Correctional Facility
7650 Newcastle Road
Stockton, California 95215
Attention: Dollye Dockery
Phone: (209) 944-6545
Dollye.Dockery@cdcr.ca.gov

Johanna Boss High School
O.H. Close Youth Correctional Facility
7650 South Newcastle Road
Stockton, California 95215
Attention: Teresa Munson
Phone: (209) 944-6155 ext. 6908
Teresa.Munson@cdcr.ca.gov

Mary B. Perry High School
Ventura Youth Correctional Facility
3100 Wright Road
Camarillo, California 93010
Attention: Phillip Vo
Phone: (805) 485-7951
Phillip.Vo@cdcr.ca.gov

Pine Grove Youth Conservation Camp
13630 Aqueduct-Volcano Road
Pine Grove, CA 95665
Attention: Teresa Munson
Phone: (209) 944-6155 ext. 6908
Teresa.Munson@cdcr.ca.gov

**EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS**

A. INVOICING AND PAYMENT

- a. For services satisfactorily rendered, and upon receipt and approval of Contractor's invoices, the CDCR agrees to pay the Contractor for services in accordance with Exhibit B-1, Rate Sheet, attached hereto and made a part of this Agreement.
- b. Invoices shall include the Agreement Number and Purchase Order (PO) Number and shall be submitted in duplicate. Upon completion and acceptance of services, but not more frequently than monthly in arrears, Contractor shall mail invoices to:

California Department of Corrections and Rehabilitation
Regional Account Office
P.O. Box 6000
Rancho Cucamonga, CA 91729

- c. Each invoice shall identify the type of service, date of service, and the cost as itemized in Exhibit B-1. Invoices shall be on the Contractor's letterhead, and include the Contractor's name, Agreement Number, PO Number and the invoice total.
- d. Each invoice shall include copies of the published price list from which replacement parts were ordered and the Contractor's Service Report (see Exhibit A, Statement of Work, Section C.4, Documentation Requirements) for the service(s) being invoiced.
- e. Invoices are submitted to the address identified above. Concurrently, an electronic copy of the invoice shall be submitted to the CDCR DJJ, Education Services Branch. The designee assigned to receive the electronic copy of the invoice will be:

California Department of Corrections and Rehabilitation
Division of Juvenile Justice – Education Services Branch
Attention: Denise Perinati
1600 K Street, Suite 300, Sacramento, California 95814
E-mail: Denise.Perinati@cdcr.ca.gov

B. BUDGET CONTINGENCY CLAUSE

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

C. 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.

D. SUBCONTRACTORS

For all Agreements, with the exception of Interagency Agreements and other governmental entities/auxiliaries that are exempt from bidding, nothing contained in this Agreement, or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of Contractor's responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

**EXHIBIT B-1
RATE SHEET**

In order to assist bidders in computing accurate totals, electronic bid packages include an Excel version of the Rate Sheet. Bidders should download the Excel version, complete all highlighted cells and return the Rate Sheet with their response.

NOTE: Bidders are required to bid each service below. A zero dollar (\$0.00) amount listed for any service will be interpreted, and understood by the State, to mean that the bidder shall perform any such service at no cost to the State. The State reserves the right to reject the entire bid should the bidder fail to indicate a dollar amount for any service.

A. COST OF SERVER PROGRAM/SCRIPTS PER EXHIBIT A Statement :
of Work, EXHIBIT A-1 Section C, CDCR DJJ CEA Student- Network
Management Requirements, EXHIBIT A-2 Delivery Instructions = \$0.00

Proposed Hours _____ **x Hourly Rate =** _____

B. COST OF ON-SITE ASSISTANCE FOR ALL SITES DURING DURATION OF
OF CONTRACT (Exhibit A-1, #23 -- Developer will be available for sixteen
(16) billable hours to assist all DJJ/CEA school sites when new servers are
installed or script/program issues arise. This support will assist the DJJ/CEA
server installer and manager as to accommodate any/all server
script/program issues and scheduling differences that occur at the locations.) = \$0.00

16 Hours _____ **x Hourly Rate =** _____

C. TOTAL COST OF BID = \$0.00

Contractor may offer a discount on invoices in order for the invoices to be paid within 30 days of receipt. Discount offered must be at least one percent and a minimum of \$50.00. In the event of a tie, absent other determining factors, the lowest responsible bid with the highest discount shall prevail.

Discount offered on invoices to be paid within 30 days of receipt = %

EXHIBIT C
DGS PROVISIONS – INFORMATION TECHNOLOGY

The following DGS provisions for Information Technology are hereby incorporated by reference and made part of this Agreement as if attached hereto:

- General Provisions – Information Technology (GSPD-401IT), effective date 06/08/2010.
<http://www.documents.dgs.ca.gov/pd/modellang/GPIT060810.pdf>
- Information Technology Maintenance Special Provisions, effective date 01/21/2003.
<http://www.documents.dgs.ca.gov/pd/modellang/maintenancespecial12103.pdf>

**EXHIBIT D
CDCR SPECIAL PROVISIONS**

A. AGREEMENT AMENDMENT

If it is determined to be in the best interest of the State, the resulting Agreement may be amended to increase quantity and/or time consistent with the original Agreement. Upon signing the Amendment, the Contractor hereby agrees to provide services for the extended period at the rates specified in Exhibit B-1, Rate Sheet, of the original Agreement. This Agreement shall not exceed the Small Business Option maximum dollar threshold.

B. ACCOUNTING PRINCIPLES

The Contractor shall adhere to generally accepted accounting principles as outlined by the American Institute of Certified Public Accountants. Dual compensation is not allowed; a Contractor cannot receive simultaneous compensation from two or more funding sources for the same services performed even though both funding sources could benefit.

C. SUBCONTRACTOR/CONSULTANT INFORMATION

Contractor is required to identify all subcontractors and consultants who shall perform labor or render services in the performance of this Agreement. Additionally, the Contractor shall notify the Department of Corrections and Rehabilitation, Office of Business Services, in writing, within ten (10) working days, of any changes to the subcontractor and/or consultant information.

D. EMPLOYMENT OF EX-OFFENDERS ([DOM 31060.5.5](#))

- a. Contractor cannot and shall not either directly, or on a subcontract basis, employ in connection with this Agreement:
 - (1) Ex-Offenders on active parole or probation;
 - (2) Ex-Offenders at any time if they are required to register as a sex offender pursuant to Penal Code Section 290 or if such ex-offender has an offense history involving a “violent felony” as defined in subparagraph (c) of Penal Code Section 667.5; or
 - (3) Any ex-felon in a position which provides direct supervision of parolees.
- b. Ex-Offenders who can provide written evidence of having satisfactorily completed parole or probation may be considered for employment by the Contractor subject to the following limitations:
 - (1) Contractor shall obtain the prior written approval to employ any such ex-offender from the Authorized Administrator; and
 - (2) Any ex-offender whose assigned duties are to involve administrative or policy decision-making; accounting, procurement, cashiering, auditing, or any other business-related administrative function shall be fully bonded to cover any potential loss to the State of California.

E. 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 license(s) and permit(s) required by law for accomplishing any work required in connection with this Agreement.

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

F. CONFLICT OF INTEREST (revised 01/28/02)

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.

a. Contractors and Their Employees

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

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

b. Current State Employees

- (1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and

which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

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

c. Former State Employees

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

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

ownership) or controlled (any percentage) by the Contractor or by the Contractor's owners, officers, principals, directors and/or shareholders, either directly or indirectly. "Affiliated companies, persons or businesses" include, but are not limited to, subsidiary, parent, or sister companies or corporations, and any company, corporation, nonprofit corporation, partnership, limited partnership, sole proprietorship, or other person or business entity of any kind that is wholly or partially owned or controlled, either directly or indirectly, by the Contractor or by the Contractor's owners, officers, principals, directors and/or shareholders.

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

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

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

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

G. DISCLOSURE

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

H. SECURITY CLEARANCE/FINGERPRINTING

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

I. NOTIFICATION OF PERSONNEL CHANGES

Contractor shall 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 shall recover and return any State-issued identification card provided to Contractor's employee(s) upon their departure or termination.

J. CONTRACTOR EMPLOYEE MISCONDUCT

During the performance of this Agreement, it shall be the responsibility of the Contractor whenever there is an incident of use of force or allegation(s) of employee misconduct associated with and directly impacting inmate and/or parolee rights, to immediately notify CDCR of the incident(s), to cause an investigation to be conducted, and to provide CDCR with all relevant information pertaining to the incident(s). All relevant information includes, but is not limited to:

- a. Investigative reports;
- b. Access to inmates/parolees and the associated staff;
- c. Access to employee personnel records;
- d. Information that reasonably necessary to assure CDCR that inmates and/or parolees are not or have not been deprived of any legal rights as required by law, regulation, policy and procedures; and
- e. Written evidence that the Contractor has taken such remedial action, in the event of unnecessary or excessive force, or employee misconduct with inmates and/or parolees, as will assure against a repetition of incident(s) or retaliation.

To the extent that the information provided by the Contractor fails to so assure CDCR, CDCR may require that any implicated Contractor staff be denied access to and the supervision of CDCR inmates and/or parolees at the facility and access to inmate and/or parolee records. Notwithstanding the foregoing, and without waiving any obligation of the Contractor, CDCR retains the power to conduct an independent investigation of any incident(s). Furthermore, it is the responsibility of the Contractor to include the foregoing terms within any and all subcontracts, requiring that subcontractor(s) agree to the jurisdiction of CDCR to conduct an investigation of their facility and staff, including review of subcontractor employee personnel records, as a condition of the Agreement.

K. NON-ELIGIBLE ALIEN CERTIFICATION (Sole Proprietor Contract only) Req'd by SCM, added 04/04

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.

L. WORKERS' COMPENSATION

Contractor hereby represents and warrants that Contractor is currently and shall, for the duration of this agreement, carry workers' compensation insurance, at Contractor's

expenses, or that it is self-insured through a policy acceptable to CDCR, for all of its employees who will be engaged in the performance of this agreement. Such coverage will be a condition of CDCR's obligation to pay for services provided under this agreement.

Prior to approval of this agreement and before performing any work, Contractor shall furnish to the State evidence of valid workers' compensation coverage. Contractor agrees that the workers' compensation insurance shall be in effect at all times during the term of this agreement. In the event said insurance coverage expires or is canceled at any time during the term of this agreement, Contractor agrees to give at least thirty (30) days prior notice to CDCR before said expiration date or immediate notice of cancellation. Evidence of coverage shall not be for less than the remainder of the term of the agreement or for a period of not less than one year. The State reserves the right to verify the Contractor's evidence of coverage. In the event the Contractor fails to keep workers' compensation insurance coverage in effect at all times, the State reserves the right to terminate this agreement and seek any other remedies afforded by the laws of this State.

Contractor also agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all of Contractor's workers' compensation claims and losses by Contractor's officers, agents and employees related to the performance of this agreement.

M. INSURANCE REQUIREMENTS (Supersedes Provision Number 20, Insurance, of GSPD-401IT)

Insurance as required herein shall be a condition of the State's obligation to pay for services provided under this Agreement. Prior to approval of this Agreement and before performing any work, Contractor and any subcontractor shall furnish to the State evidence of valid coverage. The following shall be considered evidence of coverage: A certificate of insurance, a "true and certified" copy of the policy, or any other proof of coverage issued by Contractor's insurance carrier. Binders are not acceptable as evidence of coverage. Providing evidence of coverage to the State conveys no rights or privileges to the State, nor does it insure any State employee or insure any premises owned, leased, used by or otherwise or under the control of the State. It does, however, serve to provide the State with proof that the Contractor and any subcontractor are insured at the minimum levels required by the State of California.

Contractor agrees that any liability insurance required in the performance of this Agreement shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires or is canceled during the term of this Agreement, Contractor's insurance provider must agree to give at least thirty (30) days prior notice to the State before said expiration date or notice of cancellation. Evidence of coverage required in the performance of this Agreement shall not be for less than the remainder of the term of this Agreement or for a period of not less than one year. The State and the Department of General Services (DGS) reserve the right to verify the Contractor's evidence of coverage; evidence of coverage is subject to the approval of the DGS. In the event the Contractor fails to keep insurance coverage as required herein in effect at all times, the State reserves the right to terminate this Agreement and to seek any other remedies afforded by the laws of the State of California.

For all companies and/or businesses and individual providers, the Contractor hereby represents and warrants that the Contractor is currently and shall be, for the duration of this Agreement, at Contractor's expense insured against:

a. Commercial General Liability

Provider agrees to carry a minimum of \$1,000,000 per occurrence for bodily injury and property damage liability combined. The certificate of insurance must include the following provisions:

- (1) The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to the State. The California Department of Corrections and Rehabilitation must be named as the "Certificate Holder" and list the following:

State of California
California Department of Corrections and Rehabilitation
Enterprise Information Services – IT Acquisitions Unit
9838 Old Placerville Road, Suite B, 2nd Floor
Sacramento, CA 95827

- (2) The State of California, its officers, agents, employees, and servants are hereby named as additional insured but only with respect to work performed for the State of California.

b. Auto Liability

By signing this Agreement, the Contractor certifies that the Contractor and any employees, subcontractors or servants possess valid automobile coverage in accordance with California Vehicle Code Sections 16450 to 16457, inclusive. The State reserves the right to request proof at any time.

N. SMALL BUSINESS AND DVBE PARTICIPATION – COMMERCIALY USEFUL FUNCTION (Req'd by SCM)

This solicitation and any resulting Agreement shall be subject to all requirements as set forth in the following codes: Government Code Sections 14837, 14838.6, 14839, 14842, 14842.5; and Military and Veterans Code (MVC) Sections 999, 999.6, 999.9.

In part, these codes involve requirements for businesses to qualify as a California certified Small Business, Micro business and/or DVBE. The aforementioned companies must perform a **commercially useful function** to be eligible for award and be "domiciled" in California. A suppliers bid will be considered non-responsive and rejected for failure to comply with the definition and requirements set forth in the statutes Contractors found to be in violation of certain provisions within these code sections may be subject to loss of certification, penalties and Agreement cancellation.

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

O. BLOODBORNE PATHOGENS

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

P. TUBERCULOSIS (TB) TESTING (revised 01/05)

In the event that the services required under this Agreement shall be performed within a CDCR institution/parole office/community based program, prior to the performance of contracted duties, Contractors and their employees who are assigned to work with inmates/parolees on a regular basis shall be required to be examined or tested or medically evaluated for TB in an infectious or contagious stage, and at least once a year thereafter or more often as directed by CDCR. Regular basis is defined as having contact with inmates/parolees in confined quarters more than once a week.

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

Q. PRIMARY LAWS, RULES AND REGULATIONS REGARDING CONDUCT AND ASSOCIATION WITH STATE PRISON INMATES AND DIVISION OF JUVENILE JUSTICE WARDS

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

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

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

SOURCE: California Penal Code (PC) Sections 5054 and 5058; California Code of Regulations (CCR), Title 15, Sections 3285 and 3415; California Welfare and Institutions Code (WIC) Section 1712

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

SOURCE: PC Sections 5054 and 5058; CCR, Title 15, Section 3304 and 4603; WIC Section 1712

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

SOURCE: PC Sections 2601, 5054 and 5058; CCR, Title 15, Sections 3173, 3177, 3288, 4696 and 4697; WIC Section 1712

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

SOURCE: PC Sections 5054 and 5058; CCR, Title 15, Section 3176 (a) and 4696; WIC Section 1712

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

SOURCE: PC Sections 602, 4570.5 and 4571; CCR, Title 15, Sections 3173 and 3289; WIC Section 1001.7

- f. Encouraging and/or assisting prison inmates or wards to escape are crimes. 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 or wards firearms, explosives, alcoholic beverages, narcotics, or any drug or drug paraphernalia, including cocaine or marijuana. It is illegal to give wards sex oriented objects or devices, and written materials and pictures whose sale is prohibited to minors.

SOURCE: PC Sections 2772, 2790, 4533, 4535, 4550, 4573, 4573.5, 4573.6 and 4574; CRR, Title 15, Sections 4681 and 4710; WIC Sections 1001.5 and 1152

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

SOURCE: PC Sections 2540, 2541 and 4570; CCR, Title 15, Sections 3010, 3399, 3401, 3424, 3425 and 4045; WIC Section 1712

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

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

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

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

- j. Interviews with specific inmates are not permitted. Conspiring with an inmate to circumvent policy and/or regulations constitutes a rule violation that may result in appropriate legal action. Interviews with individual wards are permitted with written consent of each ward, if he is 18 years of age or older, or with written consent of a parent, legal guardian, or committing court, if 17 years of age or younger.

SOURCE: CCR, Title 15, Sections 3261.5, 3315 (3) (W), 3177 and 4700(a)(1)

R. 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.

S. 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 Department of Corrections and Rehabilitation is prohibited.

T. PRISON RAPE ELIMINATION POLICY

CDCR is committed to providing a safe, humane, secure environment, free from sexual misconduct. This will be accomplished by maintaining a program to ensure education/prevention, detection, response, investigation and tracking of sexual misconduct and to address successful community re-entry of the victim. CDCR shall maintain a zero tolerance for sexual misconduct in its institutions, community correctional facilities, conservation camps and for all offenders under its jurisdiction. All sexual misconduct is strictly prohibited.

As a Contractor with CDCR, you and your staff are expected to ensure compliance with this policy as described in Department Operations Manual, Chapter 5, Article 44.

U. GATE CLEARANCE

Contractor and Contractor's employee(s) and/or subcontractors(s) shall be cleared prior to providing services. The Contractor shall be required to complete a Request for Gate Clearance for all persons entering the facility a minimum of ten (10) working days prior to commencement of service. The Request for Gate Clearance shall 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 shall include 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 shall have a valid state driver's license or photo identification card on their person.

V. SECURITY REGULATIONS

- a. Unless otherwise directed by the entrance gate officer and/or Contract Manager, the Contractor, Contractor's employees and subcontractors shall enter the institution through the main entrance gate and park private and nonessential vehicles in the designated visitor's parking lot. Contractor, Contractor's employees and subcontractors shall remove the keys from the ignition when outside the vehicle and all unattended vehicles shall be locked and secured while on institution grounds.
- b. Any State- and Contractor-owned equipment used by the Contractor for the provision of contract services, shall be rendered temporarily inoperative by the Contractor when not in use, by locking or other means unless specified otherwise.
- c. In order to maintain institution safety and security, periodic fire prevention inspections and site searches may become necessary and Contractor shall furnish keys to

institutional authorities to access all locked areas on the worksite. The State shall in no way be responsible for Contractor's loss due to fire.

- d. Due to security procedures, the Contractor, Contractor's employees and subcontractors may be delayed at the institution vehicle/pedestrian gates and sally ports. Any loss of time checking in and out of the institution gates and sally ports shall be borne by the Contractor.
- e. Contractor, Contractor's employees and subcontractors shall observe all security rules and regulations and comply with all instructions given by institutional authorities.
- f. Electronic and communicative devices such as pagers, cell phones and cameras/microcameras are not permitted on institution grounds.
- g. Contractor, Contractor's employees and subcontractors shall not cause undue interference with the operations of the institution.
- h. No picketing is allowed on State property.

**ATTACHMENT A
CONTRACTOR CONFIDENTIALITY STATEMENT**

As an authorized representative and/or corporate officer of the company named below, I warrant my company and its employees will not disclose any documents, diagrams, information and information storage media made available to us by the State for the purpose of responding to RFQ 12-019 or in conjunction with any contract arising there from. I warrant that only those employees who are authorized and required to use such materials will have access to them.

I further warrant that all materials provided by the State will be returned promptly after use and that all copies or derivations of the materials will be physically and/or electronically destroyed. I will include with the returned materials, a letter attesting to the complete return of materials, and documenting the destruction of copies and derivations. Failure to so comply will subject this company to liability, both criminal and civil, including all damages to the State and third parties. I authorize the State to inspect and verify the above.

I warrant that if my company is awarded the contract, it will not enter into any agreements or discussions with a third party concerning such materials prior to receiving written confirmation from the State that such third party has an agreement with the State similar in nature to this one.

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Organization: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____

**ATTACHMENT B
BIDDER DECLARATION**

<http://www.documents.dgs.ca.gov/pd/delegations/GSPD105.pdf>

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

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