

Request For Quotation - IT Goods IT Services

CDCR Solicitation Information *(to be completed by State agency only)*

Requestor: _____ Email: _____ Phone: _____	Shipping Address and Contact Name: _____ _____ _____	Solicitation Number: _____ RFQ Release Date: _____ Quote Response Due Date: _____
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Responses must be delivered via email or fax to requestor listed above on or before 2:00 p.m. on the quote due date.

Delivery is required to be completed within _____ calendar days after receipt of order (ARO)

METHOD OF AWARD: The lowest responsive and responsible bidder meeting all administrative and technical requirements, terms, and conditions of this solicitation will be awarded. For the purposes of this solicitation, requested items shall be awarded based on the option selected below:

Award will be made on an "All or None" basis to the lowest responsive and responsible bidder meeting bid requirements and specifications.

Award will be made on the basis of individual items.

FREE ON BOARD (F.O.B.): For the purposes of this solicitation, only bid responses quoting F.O.B Destination to the ordering organization's receiving point will be accepted. Responsibility and liability for loss or damage for all orders shall remain with the contractor until final inspection and acceptance, when all responsibility shall pass to the ordering organization, except the responsibility for latent defects, fraud, and any warranty obligations. Acceptable freight payment terms shall be defined based on the selected option below (F.O.B terms are not applicable for Services):

Only quotes offering Freight Prepaid by the contractor will be accepted.

Quotes offering either Freight Prepaid/ADD or Freight Prepaid by the contractor will be accepted.

Signature: _____

Date: _____

Vendor Information

Business Name: _____ Contact Name: _____ Email: _____ Phone: _____	Business Address: _____ _____ _____	*CA Seller's Permit #: _____ Federal Employer Identification (FEIN) #: _____
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SB/MB/DVBE Certification #: _____

Expiration Date: _____

Are you claiming preference as a Small Business (SB):	Yes	No
Are you the manufacturer:	Yes	No
Are you a Non-SB claiming at least 25% SB subcontractor preference:	Yes	No

Discount Payment Offer: _____% cash discount for payment within _____ days. **See required payment date in the General Provisions Paragraph 30.**

Signature _____

Date: _____

Supplier/Bidder offers and agrees if this response is accepted within 45 calendar days following the date the response is due to furnish all the items upon which prices are quoted, at the prices set opposite each item, delivered at the designated point(s) by the method of delivery and within the times specified and subject to the attached General Provisions. DECLARATIONS UNDER PENALTY OF PERJURY: By signing above, with inclusion of the date of signature, the above signed bidder DECLARES UNDER PENALTY OF PERJURY under the laws of the State of California as follows: (1) STATEMENT OF COMPLIANCE- The above signed as complied with the non-discrimination program requirements of Government Code 12990 and Title 2, California Administrative Code Section 8103, and such declaration is true and correct. (2) The National Labor Relations Board declaration set forth in Paragraph 48 of the General Provisions is true and correct. (3) If a claim is made for the Small Business or Disabled Veterans Business preference, the information set forth within is true and correct.

Any IT solicitations \$100,000.00, or more than, shall abide by the below protest and 5-day intent to award language.

AWARD OF CONTRACT: Award of contract, if made, will be in accordance with the Request for Quote (RFQ) information on Evaluation to a responsible bidder whose bid complies with all the requirements of the RFQ documents and an addenda thereto, except for such immaterial defects as may be waived by the State. Award, if made, will be made within forty-five (45) days after the scheduled date for Contract Award as specified in the RFQ; however, a bidder may extend the offer beyond 45 days in the event of a delay of contract award.

PROTESTS: Any bidder's issues regarding solicitation requirements must be resolved (or attempts to resolve them must have been made) before a protest may be submitted according to the procedure below. These issues will first be resolved by the contact for the solicitation or if they result in a protest, the protest will be submitted to DGS Procurement Division Deputy Director to hear and resolve issues and whose decision will be final.

If a bidder has submitted a bid which it believe to be responsive to the requirements of the RFQ and to the bid that should have been selected according to the evaluation procedures in the solicitation and the bidder believes the State has incorrectly selected another bidder for award, the bidder may submit a protest of the selection as described below. Protests regarding selection of the "successful vendor" will be heard and resolved by the Victim Compensation and Government Claims Board whose decision will be final. All protests of award must be made in writing, signed by an individual authorized to bind the bidder contractually and financially, and contain a statement of the reason(s) for protest; citing the law, rule, regulation or procedure on which the protest is based. The protester must provide facts and evidence to support the claim. Protests must be mailed or delivered to:

Street and Mailing Address:
Deputy Director Procurement Division
707 Third Street, Second Floor South
West Sacramento, CA 95605
Facsimile No.: (916) 375-4611

All protests to the RFQ or protests concerning the evaluation, recommendation, or other aspects of the selection process must be received by the DGS Procurement Division Deputy Director as promptly as possible, but not later than the date indicated in the Notification of Intent to Award. Certified or registered mail must be used unless delivered in person, in which case the protester should obtain a receipt of delivery.

DELIVERY: Final delivery, inspection and acceptance shall be at the location(s) described herein.

CASH DISCOUNTS: Cash discounts may be offered but will not be considered when evaluating quote responses for award purposes. Discount offered must be at least one percent and a minimum of \$50.00.

PRICES: Pricing shall be all inclusive. Only the price/charges submitted in the quote response shall be accepted and included in the awarded purchase order.

SUBSTITUTIONS: Substitution for like items may be accepted only if the requested item is not available and the substitution item is identical to the original request.

BIDDERS DECLARATION (GSPD-05-105): All suppliers must complete the Bidder Declaration GSPD-05-105 and include it with the quote response. When completing the declaration, suppliers must identify all subcontractors proposed for participation in the contract; this includes equipment manufacturers, equipment distributors and resellers. A subcontractor is any person, firm, corporation, or organization contracting to perform any part of the prime's contract. Suppliers awarded a contract are contractually obligated to use the subcontractors for the corresponding work identified unless the State agrees to a substitution and it is incorporated by amendment to the contract. All certified small businesses and/or DVBE's must perform a "commercially useful function" in the performance of the contract as defined in Government Code Section 14837 (d)(4). The form can be found here: <https://www.documents.dgs.ca.gov/dgs/fmc/gspd/gspd05-105.pdf>

SUBCONTRACTING: For any services, including Consulting services awarded by the CDCR, the maximum amount of Subcontracting shall not exceed 40%. If the amount of Subcontracting exceeds 40%, the responding Contractor must include a letter of explanation which clearly defines the need for further Subcontracting. Any offer or quote submission that is received by the CDCR that indicates more than 40% Subcontracting, as noted on the Bidder Declaration GSPD-05-105, and does not include a letter of explanation, will be deemed non-responsive by the CDCR Administrative Evaluation Team, and subsequently disqualified from further evaluation of this offer or quote. In addition, the CDCR Evaluation Team will be the final determining body that approves any Subcontracting of more than 40% as indicated on the Bidder Declaration form GSPD-05-105, and that is also accompanied by the Contractors letter of explanation.

DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PROGRAM REQUIREMENTS: The State has established goals for DVBE participation in State contracts. The intent of the DVBE participation requirement and incentive is to encourage DVBE certified suppliers to participate in bidding opportunities, and to encourage firms to seek and include DVBE's as sub-contractors.

For the purposes of this solicitation the department elects to waive the DVBE Program Requirements, but opts to include the DVBE Incentive. This solicitation does not include a required minimum DVBE participation percentage.

DVBE INCENTIVE: A DVBE incentive will be given to bidders who provide DVBE participation. For evaluation purposes only, the State shall apply a DVBE bid incentive to bids that propose a California certified DVBE participation as identified on the Bidder Declaration, GSPD-05-105, and confirmed by the State. The DVBE incentive amount for awards based on low price will vary in conjunction with the percentage of DVBE participation.

The following percentage will apply to this solicitation:

Confirmed DVBE Participation of:	DVBE Incentive:
5% or over	5%
4% to 4.99% inclusive	4%
3% to 3.99% inclusive	3%

GENERAL PROVISIONS FOR INFORMATION TECHNOLOGY: The following General Provisions IT will be incorporated with the resulting Purchase Order by reference: https://www.dgs.ca.gov/-/media/Divisions/PD/PTCS/OPPL/Model-Language/Non-IT/GSPD401IT14_0905.pdf?a=en&hash=966B461B3B4FC01026962D7849A0AEB78B70ECE3

BIDDER INSTRUCTIONS (GSPD-451): Bidder Instructions were recently revised. Please read them carefully. The revised Bidder Instructions (GSPD-451) is located at: <https://www.documents.dgs.ca.gov/dgs/FMC/GS/PD/DGSPD%20451.pdf>

DISABLED VETERAN BUSINESS ENTERPRISE DECLARATIONS (DVBE) (STD. 843): Per the Military and Veterans Code Section 999.2, this form must be completed and signed by all disabled veteran owner(s) and disabled veteran manager(s) when a DVBE contractor or subcontractor will provide materials, supplies, services or equipment. The completed form should be included with the quote response. Should the form not be included with the Request for Quote, contact the state contracting official or obtain a copy from the Department of General Services, Procurement Division, Office of Small Business and DVBE Services (OSDS) website at: https://www.documents.dgs.ca.gov/dgs/fmc/gspd/pd/pd_843.pdf

SMALL BUSINESS/DVBE CERTIFICATION: Suppliers claiming preferences/incentives must provide their California SB/MB/DVBE certification number. Completed certification applications and required support documents must be submitted to the Office of Small Business and DVBE Services (OSDS) no later than 5:00 p.m. on the quote due date, and the OSDS must be able to approve the application as submitted. SB/ Nonprofit Veteran Service Agencies (NVSA's) must possess certification by California prior to the day and time quotes are due. Certification applications are available at the Office of Small Business and DVBE Services (OSDS). See link at <https://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Office-of-Small-Business-and-Disabled-Veteran-Business-Enterprise/Certification-Program?search=sb%20certification>. Questions regarding certification should be directed to the OSDS at (916) 375-4940.

SMALL BUSINESS PREFERENCE: Section 14838 et seq. of the California Government Code requires that a 5% preference be given to bidders who qualify as a small business. If applicable, claim the preference in the box on the right hand side of the first page of this solicitation.

NON-SMALL BUSINESS SUBCONTRACTOR PREFERENCE: A 5% preference is available to a non-small business claiming 25% California certified small business subcontractor participation. If applicable, claim the preference in the box on the right hand side of the first page of this solicitation.

SMALL BUSINESS NONPROFIT VETERAN SERVICE AGENCIES (SB/NVSA): SB/NVSA prime bidders meeting requirements specified in the Military and Veterans Code Section 999.50 et seq. and obtaining a California certification as a small business are eligible for the 5% small business preference. If applicable, claim the preference in the box on the right hand side of the first page of this solicitation.

BID EVALUATION – TIE BETWEEN BIDDERS - EIS Request for Quotation documents for competitive solicitations shall include a tie breaker indicating how the contract award will be made in the event of a tie.

Examples of permissible tiebreakers are a coin toss or other similar objective methods. Such events must be observed by witnesses and the affected bidders should be invited. Note: In the event of a precise tie between suppliers claiming the incentive, the bid of an SB and the bid of a DVBE that is also a SB, the award shall go to the DVBE that is also an SB. (Reference GC section 14838 (f) and 2 CCR section 1896.8(f)). Note: Recycled tire product contracts will be awarded to the bidder whose product has the greatest percentage of recycled tire content if the fitness, quality, and price are equal. (PRC section 42894) "Recycled tire product" means a product with not less than 50 percent of its total content derived from recycled used tires. (PRC section 42890.)

TACPA PREFERENCE: Bidders wishing to take advantage of this preference will need to review the website and submit the appropriate response with the bid. Departments granted purchasing authority to conduct any type of competitive solicitation for IT goods are required to include the following preference program attachments/references in solicitations valued more than \$100,000.00. More information is located at:

<https://www.dgs.ca.gov/PD/Search-Results?search=tacpa&divisionid=7bce8ca3ed8a4aedbdeaf52f5e77df36&activeFilters=division-or-office-facets>

RECYCLED CONTENT PRODUCTS: State agencies are required to report purchases in many product categories. In order to comply with those requirements, suppliers are required to complete and return the attached Postconsumer Recycled-Content Certification form (CIWMB 74) with their quote response. Failure to complete and return the form may disqualify your bid from consideration. More information is located at: <https://www.calrecycle.ca.gov/>

CHANGE ORDERS: Any purchase order resulting from this quote may be amended, modified, or terminated at any time by mutual agreement of the parties in writing. Change orders amending, modifying, or terminating the purchase order, including modifications of compensation payable, may be issued only by the State Procurement Officer. All such change orders shall be in writing and issued only upon written concurrence of the supplier.

NEW EQUIPMENT: All equipment to be provided in response to a State of California solicitation shall be new and latest model in current production. **USED, SHOPWORN, DEMONSTRATOR, PROTOTYPE OR DISCONTINUED MODELS ARE NOT ACCEPTABLE.**

PAYEE DATA RECORD: The successful bidder **may** be required to submit a Payee Data Record, STD. 204, and CDCR Supplement Vendor Payee Data form listing their Taxpayer Identification Number (if currently not on file with CDCR or if there are business information updates). The form can be found here: <https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf>

PROHIBITION ON TAX DELINQUENTS: Persons or companies identified as the largest tax delinquents by the Franchise Tax Board (FTB) or the Board of Equalization (BOE) under authority of Sections 7063 or 19195 of the Revenue and Taxation Code, shall be disqualified from the bidding process. PCC §10295.4. Contractors included on tax delinquency lists; contracts void and unenforceable; (a) Notwithstanding any other law, a state agency shall not enter into any contract for the acquisition of goods or services with a contractor whose name appears on either list of the 500 largest tax delinquencies pursuant to Section 7063 or 19195 of the Revenue and Taxation Code. Any contract entered into in violation of this subdivision is void and unenforceable. (b) This section shall apply to any contract executed on or after July 1, 2012.

CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION: Pursuant to Public Contract Code §2010, a person that submits a bid to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of one hundred thousand dollars (\$100,000.00) or more shall certify, under penalty of perjury, at the time the bid is submitted or the contract is renewed, compliance with the Unruh Civil Rights Act (§ 51 of the Civil Code) and the Fair Employment and Housing Act (§12960 of the Government Code).

LOSS LEADER: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in § 17030 of the Business and Professions Code. A "loss leader" is any article or product sold at less than cost: (a) where the purpose is to induce, promote, or encourage the purchase of other merchandise; or (b) where the effect is a tendency or capacity to mislead or deceive purchasers or prospective purchasers; or (c) where the effect is to divert trade from or otherwise injure competitors.

SELLER'S PERMIT: If applicable, award will be conditional on providing the following information/document prior to award. You must provide your company's California retailer's seller's permit or certification of registration and, if applicable, the permit or certification of all participating affiliates, issued by California's State Board of Equalization (BOE), pursuant to all requirements as set forth in §§ 6487, 7101 and sections 6452.1, 6487.3, 18510 of the Revenue and Taxation Code, and Section 10295.1 of the Public Contract code. In order to expedite the process of verifying the validity of the permit, provide the BOE seller's permit number (on page 1) or attached a copy of the permit with your quote.

TOBACCO-FREE ENVIRONMENT: Pursuant to Penal Code § 5030.1, the use of tobacco products by any person on the grounds of any institution or facility under the jurisdiction of CDCR is prohibited.

RESPONSIVE BID: A bid that clearly substantiates compliance, without material deviation, with all specifications, requirements, and the terms and conditions of the solicitation. If a bidder has been determined to be non-responsive, the bid shall be rejected.

RESPONSIBLE BIDDER: The Department of Corrections and Rehabilitation (CDCR) may require bidder(s) to submit evidence of their qualifications at such times and under conditions, as it may deem necessary. If a bidder has been determined to be non-responsible, the bid shall be rejected.

SUBSTITUTIONS: Substitutions for like items may be accepted only if the requested item is not available and the substitution item is identical to the original request.

ADVANCED PAYMENT PROHIBITED: Advanced payment is prohibited, unless for software subscription maintenance and support. This practice shall only be for no more than one (1) year in advance.

SUPPLIER TERMS AND CONDITIONS/QUOTATION ATTACHMENTS: Quote responses that reference a supplier's own terms and conditions, legal terms, or provisions that conflict with the State's General Provisions shall be considered non-responsive, and will be rejected. The state objects to and will not evaluate or consider any additional terms or conditions submitted by a bidder.

CONFIDENTIALITY: During the evaluation of bids received in response to a competitive solicitation and prior to contract award information relating to bid evaluation is confidential. Any disclosure of confidential information by the bidder during the procurement process is a basis for rejecting the bidder's proposal and finding the bidder ineligible. Total confidentiality during the procurement process is vital to preserve the integrity of the process.

SOLICITATION ATTACHMENTS: The following documents are attached, or are incorporated by reference, and are considered part of this solicitation:

- Line Item Cost Worksheet (Commodity Information/Specifications/Descriptions)
- Bidder Declaration (GSPD-05-105)
- Disabled Veteran Business Enterprise Declarations (STD. 843)*
- Postconsumer-Content Certification (Cal Recycle 74)*
- Payee Data Record (STD. 204) and CDCR Supplemental Payee Data Record
- California Civil Rights Laws Certification*
- TACPA Preference Request Form (STD. 830) *
- General Provisions - Information Technology (GSPD-401IT)
- Bidder Instructions (GSPD-451)
- CDCR Special Terms and Conditions*
- Other*: _____

Note: *If Applicable

RESPONSE CHECKLIST: Mandatory Documents - The following checklist identifies the applicable items that must be completed and returned in order to be evaluated for award:

CDCR Requires	Vendor Fulfilled
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Signed/date Request for Quote - IT Goods/Services - Informal Competitive EIS 4004(C) (all pages)

Line Item Cost Worksheet (or Vendor's quote sheet excluding Terms and Conditions)

Bidder Declaration (GSPD-05-105)

Seller's Permit Information (or a copy of the CA Seller's Permit)

Disabled Veteran Business Enterprise Declaration (STD. 843) *

Postconsumer-Content Certification (Cal Recycle 74)*

Payee Data Record (STD. 204) and CDCR Supplemental Payee Data Record

California Civil Rights Laws Certification (EIS 1510) *

TACPA Preference Request Form (STD. 830) *

Note: * If applicable

Failure to return any item in the above checklist with your bid response may result in your bid being considered non-responsive and may be rejected.

STATEMENT OF WORK

A. PURPOSE

The California Department of Corrections and Rehabilitation (CDCR) Enterprise Information Services (EIS) Offender Management for Parole Operations, is responsible for development and support of all applications utilized to manage the CDCR's offender population including mobile and Progressive Web Applications (PWA's).

The terms "shall" and "must" are considered by the CDCR to mean mandatory or required. The terms "may" or "can" are considered to be optional, and are at the discretion of the CDCR.

The following initiatives are planned or in progress within the Department:

1. Virtual Integrated Mobile Office (VIMO) Enhancements – an application running in production for Parole on mobile phones providing all Parole Field Agents with access to parolee data and the ability to document their supervision contact notes from the device and update the Strategic Offender Management System (SOMS) record for the inmate.
2. Effective Communication and Supervision Contacts.
3. New Write APIs for Adding Parolee Residence, Employment, and Photograph records to electronic Offender Management Information System (eOMIS).
4. Submission of related electronic documents to eOMIS via Web Services.
5. Additional DAPO Work Requests for Adding Scar/Mark/Tattoo, Parolee Name, Alias/Moniker, and Parolee Vehicle records to eOMIS.
6. Transition VIMO to the EIS Middle Tier – EIS is in the process of standing up a middle tier to provide high performance web services to support internal and external customers who need access to multiple data sources in the CDCR. This will become the standard data transport mechanism.
7. Agent Mobile Office (AMO) – a project requiring mobile hardware to connect Parole Agents in the field to access electronic documents and forms.
8. Azure Dev Ops Services, Git Hub Enterprise – All EIS application development will use these tools and CI/CD automation pipeline.

B. BACKGROUND

The purpose of this agreement is to provide an expert Senior Technical consultant to the CDCR to implement net new application features, and/or modifications/upgrades to existing applications requested and/or prioritized by the Division of Parole Operations (DAPO). The services provided by the Contractor shall include analyzing, designing, programming, and testing of applications supporting a modern web browser and mobile devices, as directed by the contract manager or the EIS Information Technology Manager I for Offender Management for Parole Operations (EIS OMPO Manager).

The Contractor shall provide services as described under Section D, Scope of Services, and shall provide all labor and transportation as part of the cost as listed in Exhibit B-1. The CDCR will not pay for, or reimburse for travel or any travel related expenses under this agreement.

Event	Date	Time
RFQ Release date	10/29/20	4:00 PM
RFQ Questions Due	11/4/20	2:00 PM
RFQ Response to Questions	11/5/20	2:00 PM
RFQ Solicitation Due Date	11/13/20	2:00 PM
RFQ Evaluation Process	Week of 11/16/20	
Award of Agreement (Proposed)*	11/19/20	
Proposed Agreement Start Date*	12/1/20	

C. MINIMUM QUALIFICATIONS/REQUIREMENTS

1. Company Qualifications

- a. The Contractor shall demonstrate success in providing development and support services for progressive web applications and native mobile computing applications.
- b. The Contractor shall possess a minimum of seven (7) years’ experience working on engagements of similar size and scope as described in this SOW with Government programs/entities. Experience must have been obtained within the last ten (10) years.
- c. The Contractors proposed team must have knowledge and experience with projects using Agile methodology and Azure Dev-Ops Server / Services development tools.

2. Contractor Programmer Qualifications

The Contractor Programmer shall possess the following qualifications and skills in order to perform the tasks required under this contract:

- a. Demonstrated experience as a Full Stack Developer on native mobile and progressive web applications for mobile devices.
- b. Demonstrated experience in one or more of the following programming languages or tools; Xamarin, Java, JavaScript, HTML5, NodeJS, Objective-C, C++, C#, Docker, F5 and AirWatch.
- c. Demonstrated experience with Vue JS framework.
- d. Experience in FeathersJS or ExpressJS frameworks desired.
- e. Minimum seven (7) years’ experience in programming, troubleshooting and implementing solutions in complex progressive web applications.
- f. Minimum seven (7) years’ experience in working with end users in gathering business requirements for complex progressive web applications.
- g. Minimum seven (7) years’ experience with Microsoft Team Foundation Server and/or Azure Dev-Ops Server / Services for the following:
 - 1) Application code management
 - 2) Documentation

- 3) Automated application package testing

D. SCOPE OF SERVICES

This is a Time and Materials based Contract, and the Contractor who most closely meets or exceeds the Minimum Qualifications on a pass or fail basis, and who also provides the lowest rate per hour as noted on Exhibit B-1, Rate Sheet, will be awarded this Agreement. **Please submit your response only via email, mailed copies will not be accepted.**

The CDCR seeks an expert Senior Technical consultant to accomplish improvements and enhancements to the existing mobile and progressive web applications and assistance with development of new progressive web applications. Additionally, the Contractor shall be required to assist the CDCR's programmers assigned to the project with knowledge transfer. The detailed activities and tasks to be carried out in support of this agreement shall be determined, prioritized, and scheduled by the EIS OMPO Manager after contract award. All work shall be conducted using the Agile methodology for development in four (4) week increments (Sprints).

Responding Bidders may propose one or more programmers to perform the following work:

1. Maintenance/support and enhancements are required for VIMO to continue improving the automated processes implemented with the mobile technology.
2. Support with the new DAPO initiatives being considered regarding development tools and new progressive web application technology.

The VIMO application interfaces with SOMS (the source of record for all data related to inmates). This mobile application has both extract and update functionality. The interface must adhere to all SOMS business rules for data validation when uploading data to SOMS and will require testing by the SOMS Testing Unit.

All application enhancements and new progressive web applications developed under this agreement are the sole property of CDCR. The Contractor does not retain rights to work completed under this agreement.

Objectives

In cooperation with the CDCR EIS Offender Management for Parole Operations, the Contractor is expected to provide programming services following the Agile methodology with work broken down into four (4) week Sprints for the following:

1. Mobile Development Infrastructure

The Contractor shall provide advice on best practices recommendations for tools and techniques and support establishing the progressive web application mobile development architecture, tools (including Docker), and test environments. Additionally, the Contractor shall provide advice and support to EIS implementing the CDCR mobile development middleware and middle tier infrastructure in support of the DAPO initiatives.

2. VIMO Support and Enhancements

The Contractor shall work with the CDCR business analyst and the mobile application development team to maintain/support the current VIMO production release, develop new PWA functionality, and update the application and user documentation, training materials and job aids.

3. Knowledge Transfer

The Contractor(s) shall work closely with the Offender Management for Parole Operations programming staff during development/coding, testing, and implementation of all the mobile applications using PWA technologies to transfer knowledge and skills to the CDCR staff utilizing the programming languages and tools for the project.

Other Tasks

1. All Contractor staff shall work with other application development/support teams within the CDCR to ensure all applications are developed in an open environment where all technologies and tools are available to all teams.
2. All Contractor staff shall actively participate in providing technical leadership, expertise, and documentation in information gathering meetings, fact-finding meetings, working sessions, presentations, and general communication to help ensure the success of the modifications. All technical or business requirement meetings shall include the Contractor(s), Mobile Application Development Group staff, and the EIS OMPO Manager.
3. The Contractor shall produce the following documentation to the Mobile Application Development Group who will share with the EIS OMPO Manager as needed.
 - a. Formal and informal meeting notes and documentation.
 - b. Requirements/use case notes and documentation.
 - c. Working Session notes and documentation.
 - d. Presentations as required.
 - e. General communication notes and documents.
 - f. System requirement specifications or user stories as directed.
 - g. Technical design documentation/as-built specifications.
4. The Contractor shall utilize Agile methodology for development work. Each development cycle or iteration (Agile Sprint) will include the DAPO Subject Matter Expert and ensure the DAPO's Work Authorizations and priorities are properly addressed. Knowledge transfer, ongoing improvement to lifecycle methods, and planning for future releases, enhancements, and modules will be part of each Agile Sprint.
5. The Contractor shall work with the Mobile Application Development Group to first understand, document, and baseline the application functionality, user stories and/or use cases describing each module to be developed or enhanced and define the tasks/Sprints. Contractor will then develop and review with the Mobile Application Development Group

the timeline for each task and develop a Deliverable Expectation Document reflecting their tasks and plan. This work is required for each Sprint, before any work begins, and will require signature by the DAPO Subject Matter Expert and Mobile Application Development Group who will coordinate with the EIS OMPO Manager.

6. The Contractor shall work with the CDCR staff to document application business requirements, business rules, use cases/user stories and design documentation, user acceptance test plans, test scenarios, and shall summarize test results for each planned Sprint.
7. The Contractor shall work with the CDCR staff to coordinate and schedule resources and workloads to ensure met deadlines.
8. The Contractor shall use Azure Dev-Ops Server to document the use cases, testing, and other relevant artifacts related to the work performed.
9. The Contractor shall work with the CDCR staff to perform integration and system testing for each planned Sprint. All modifications shall undergo rigorous iterations of integration, system and user acceptance testing. Additional coding fixes, modifications, and refinements shall be required for test iterations if deemed necessary by the testing group.
10. The Contractor shall work with the CDCR staff in supporting the newly developed modifications by troubleshooting, recommending solutions, performing system analysis, and data analysis as needed.
11. The Contractor shall provide online and external programming documentation as appropriate to the complexity of the enhancements to the CDCR staff.
12. The Contractor shall conduct code walkthroughs with the CDCR Mobile Application Development Group staff for knowledge transfer, coding standards and consistency, and system documentation purposes for each planned Sprint.
13. The Contractor shall coordinate the user acceptance testing process for each planned Sprint.
14. Every four (4) weeks, the Contractor shall conduct a Sprint Review and provide a status briefing to the DAPO and the EIS OMPO Manager of work accomplished in the prior week, any risks encountered, deviation from the working schedule and work planned for the following four-week Sprint period.
15. The Contractor shall work closely with the CDCR staff as needed during all phases of development and implementation to ensure the CDCR staff has a thorough knowledge of the modifications in order to support and maintain the enhancements when this Agreement ends.
16. The Contractor shall immediately communicate all issues impacting work, schedule, resources, scope, or cost to the DAPO and the EIS OMPO Manager.
17. The Contractor shall adhere to software version control processes and tools using Azure Dev-Ops Server for version control in the development environment and to control the deployment process.
18. The Contractor shall coordinate with the CDCR staff to store all documentation in a designated CDCR shared folders/SharePoint team sites, or other storage site as directed by the CDCR, and artifacts library of Azure Dev-Ops Server.

19. The Contractor shall expect to perform all of the required tasks of this agreement while working at the EIS campus. The Contractor shall make themselves available to report on site at the CDCR EIS location at 1940 Birkmont, Rancho Cordova, CA during normal working hours (8:00 am to 5:00 pm, PST) except on [State Holidays](#), at the request of the Manager of the Offender Management for Parole Operations. All tasks shall be completed within the time allocated for each Contractor staff.

E. ACCEPTANCE CRITERIA

All concluded work shall be submitted to the Mobile Application Development Group who will coordinate with the EIS OMPO Manager, for review, approval and/or rejection. Payment for all tasks/Sprints performed under this SOW shall be Time and Materials based, and to be broken down for review by Sprints. At the end of each Sprint Review, a determination as to whether the task(s) for each Sprint Review have been successfully completed and are acceptable to the CDCR. Progress payments will be paid upon completion of said Sprints.

Acceptance or Goods Receipt is required from the CDCR EIS OMPO Manager, or a selected representative, before approving an invoice for payment. Throughout this Agreement, the CDCR shall review and validate the project prior to final acceptance. In addition, the Mobile Application Development Group, or a selected representative, shall verify and approve the Contractor's invoices. Acceptance criteria shall consist of the following:

1. Documentation shall be submitted to the DAPO and EIS OMPO Manager both electronically and in paper copy as appropriate.
2. Within five (5) business days after delivery, the EIS OMPO Manager shall review the quality of all contract work performed with the DAPO submitted by the Contractor and identify any deficiencies observed in the level of services provided by the Contractor. The Contractor shall comply with making the necessary changes within the next Agile Sprint, based upon the findings.

F. AGREEMENT COMPLETION CRITERIA

Status monitoring and acceptance of detailed activities and tasks as outlined above in Section D, Scope of Services, and Section E, Acceptance Criteria shall apply.

Following the submission of final criteria, the CDCR will inform the selected vendor by both mail and e-mail when the vendor's services are completed. Following this notification, the vendor shall complete and submit a handover report to the EIS OMPO Manager, or a selected representative, confirming the completed tasks and the current status of related work at the time the services were rendered complete.

G. EVALUATION OF CONTRACTOR

The CDCR shall complete a written evaluation of the Contractor's performance under this Agreement within sixty (60) business days following the term end date. The evaluation shall be prepared on the Contract/Contractor Evaluation Form (STD 4), and maintained in the Agreement file for three (3) consecutive years. If the Contractor's performance was

unsatisfactory, a copy of the evaluation shall be sent to the Department of General Services (DGS), Office of Legal Services, within five (5) business days, and to the Contractor within fifteen (15) business days, following the completion of the evaluation.

H. PROJECT ASSUMPTIONS AND CONSTRAINTS

1. The Contractors' work hours must be consistent with the CDCR's key staff when working on-site. CDCR normal business hours are 8 A.M. to 5 P.M., Pacific Standard Time (PST), Monday through Friday, except for [State holidays](#). Maintenance that may disrupt connectivity occurs during non-business hours. Contractor(s) shall be available 80% of the time within these hourly windows at the EIS Headquarter office located at 1940 Birkmont, Rancho Cordova, California or, with CDCR EIS OMPO Manager permission, at an offsite work location approved by CDCR as specified within guidelines of the CDCR Covid-19 policy.
2. The Contractor shall utilize Agile Methodology for all development activities.
3. No overtime pay shall be authorized for non-standard work hours.
4. No travel on behalf of CDCR will be required in performance of this Agreement.
5. Time off for the Contractor's staff shall be authorized if there is no foreseeable impact to the expected project schedule, as determined by the EIS OMPO Manager, or selected representative and Contractor PM.
6. Any change to the primary work location shall be agreed upon by the EIS OMPO Manager, and noted on the Work Authorization (WA) form, Exhibit A-1.
7. Any modifications to tasks that are considered unforeseen within the SOW of this Agreement, after award, shall be defined, documented and mutually agreed upon by the Contractor, Mobile Application Development Group or a selected representative prior to starting work on the modified task. Modifications outside the original scope of work must be justified, and require Agreement amendment and control agency approval prior to commencement of work as noted on the WA form.
8. The Contractor must submit a resume for review of all personnel substitutions in advance. The proposed substitute must meet or exceed all mandatory qualifications listed under Section C, Contractor Programmer Qualifications. All Contractor personnel substitutions must be approved by the EIS OMPO Manager.
9. The EIS OMPO Manager, or selected representative(s) reserves the right to renegotiate services deemed necessary to meet the needs of the project according to the CDCR priorities. The CDCR and the Contractor shall mutually agree to all changes. Renegotiated services outside the scope of the original Agreement shall require control agency approval prior to commencement of work on the renegotiated services.
10. The Contractor represents it has, or shall secure, at its own expense, all staff required to perform the services described in this Agreement. Such personnel shall not be employees of, or have similar contractual relationship with the CDCR.
11. The CDCR and the Contractor are mutually obligated to keep open and regular channels of communication in order to ensure the successful execution of this Agreement. Both parties are responsible for communicating any potential problem or issue to the EIS OMPO Manager in coordination with, or selected representative, and the Contractor,

respectively, within 48 business hours of becoming aware of said problem.

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

I. ENTERPRISE ARCHITECTURE

The Contractor and Consultant(s) are responsible for understanding and following all related State Enterprise Architecture (EA) principles, standards, and processes, as required.

J. PROJECT MANAGEMENT

State Administrative Manual (SAM) Section 4819.31 requires State departments and agencies to follow the CDT's California PM Framework (CA PMF) or a comprehensive PMBOK® Guide-based framework to manage an IT project. In addition, SAM Section 4910.1 requires every IT project manager to possess the qualifications and skills commensurate with the complexity of the IT project managed.

In support of these requirements, the CDCR maintains a Project Management Methodology (CDCR PMM). The CDCR PMM augments, aligns with, and supplements the CA PMF. The CDCR requires that IT PMs, including vendors hired to manage or complete projects for the CDCR, meet the PM qualification requirements as defined in SAM Section 4910.1 and comply with the CA PMF and the CDCR PMM when implementing any IT project. This includes utilizing the CDCR's schedule management tool and other templates as described in the CDCR PMM.

When responding to an RFQ associated with a CDCR IT project, vendors must include a declaration agreeing to comply with and utilize the CA PMF or equivalent methodology and the CDCR PMM, including the use of the CDCR's schedule management tool. In addition, vendors must declare that the proposed PM meets the project management qualification requirements defined in SAM Section 4910.1.

K. CDCR ROLES AND RESPONSIBILITIES

The CDCR Offender Management for Parole Operations group shall perform and/or provide the following:

1. Existing documentation for the applications specified in this SOW.
2. Access to the existing application code, programming tools, Azure Dev-Ops, and workstation(s).
3. Security access to the IT Headquarters facility located at 1940 Birkmont, Rancho Cordova, CA.
4. Access to applicable files, reports, contracts, documents, and other relevant information.
5. Resolution of project issues within the CDCR organization, as necessary.
6. Review and approval the work plan for each Sprint on a timely basis before the Contractor can commence work.

7. Timely review and approval of all work products finished for each Sprint.
8. CDCR staff availability for consultation meetings in person or via remote access methods used by CDCR.
9. Workspace accommodations at EIS Aerojet facility located in Rancho Cordova, California, or other agreed upon location. Office space shall include a desk, IT equipment, software, and hardware necessary for Contractor staff to accomplish their assigned tasks at no cost to the Contractor (no workstation desk shall be provided for access from home, if approved under a WA).
10. Assistance of a clerical nature, including document reproduction.

L. CONTRACTOR ROLES AND RESPONSIBILITIES

The Contractor shall perform and/or provide the following:

1. Provide an experienced Contractor with skills and knowledge appropriate to carry out the services.
2. Support the CDCR with advice and assistance as may be reasonably requested from the assigned.
3. Submit all work products for review and approval by EIS OMPO Manager and project stakeholders and make any corrections as required by the reviewers/approvers.
4. Prioritize all tasks so as to keep within each planned four-week Sprint schedule.
5. Work with the EIS OMPO Manager or a selected representative to ensure any issues or risks affecting the schedule, budget, resources, or scope are uncovered and reported.
6. Keep open and regular channels of communication in order to ensure the successful execution of the services provided within this contract. The Contractor is responsible for effectively communicating any potential problems or issues to the EIS OMPO Manager immediately upon becoming aware of said problems.
7. Assistance to the Mobile Application Development Group staff and EIS OMPO Manager in planning, monitoring, and controlling the activities and tasks to be carried out by the Contractor.
8. Monitor the performance of the Contractor's staff and adjust staffing levels appropriately to ensure completion of Scope of Services, within the stated Period of Performance.
9. Comply with all applicable CDCR and EIS policies and procedures including, but not limited to, the EIS Project Management Office guidelines
10. Perform and/or provide the work outlined under Section D – Scope of Services.

M. TERMINATION OR CONTRACT MODIFICATION

The CDCR will have the right to terminate this Agreement upon thirty (30) business days advance written notice issued to the Contractor. With the concurrence of the Contractor, the CDCR has the right to modify this agreement for funds only.

N. PERIOD OF PERFORMANCE

The period of performance shall be December 1, 2020 through November 30, 2021 or upon final execution of this Agreement by the CDCR, whichever is later. Funding is subject to approval of the project funding requests. The maximum funding for this contract is \$249,000, not including any WA's or Amendments.

The CDCR will not be charged for vacation time used by the Contractor(s). Any requests for Contractor(s) time off must be submitted and approved in writing, in advance, by the CDCR EIS OMPO Manager, or selected representative. If it is determined to be in the best interest of the CDCR, the resulting Agreement may be amended for time or funds consistent with the original Scope of Services.

O. UNANTICIPATED TASKS

The CDCR expects that during the Agreement term, legislative and/or program changes may necessitate modifications to this Agreement. Unanticipated Tasks may result in an Amendment, and the Amendment rates are based on the Contractor's hourly labor rates as identified on Exhibit B-1, Rate Sheet. The agreed upon rates shall be to support Amendments (change requests) to this Agreement.

Unanticipated Tasks are defined as additional work that must be performed, and are generally within the original SOW, but were unforeseen and not identified at the time of offer. Both parties shall agree upon the work that needs to be performed, which shall result in Unanticipated Costs and Tasks as identified on the Work Authorization (WA) form, Exhibit A-1. No work shall be performed in advance of the Contractor's written proposal and the CDCR's approved Amendment of Unanticipated Tasks.

The CDCR limits the budget for Unanticipated Tasks as to not exceed 10% of the sum of the original Contract, and are in accordance with rates as listed in Exhibit B-1.

1. A WA shall be performed for each item of unanticipated work that is not specified in Exhibit A, SOW. All unanticipated work shall be clearly defined on Exhibit A-1, Work Authorization.
2. Before work can begin, a WA shall be completed by the CDCR Contract Manager (CM), and signed by both the CDCR and the Contractor.
3. Each WA shall outline in detail the purpose, objective, goals, and costs.
4. The CDCR may, at any time, order the Contractor to stop work on any WA. The Contractor shall be compensated for any and all work performed prior to any work stoppage.
5. The Contractor shall inform the CDCR CM if a WA needs to be revised for additional work hours. It is at the discretion of the CDCR CM to accept or reject the request, and the revised WA must be signed by both the CDCR CM and the Contractor.

6. The WA shall not supersede the terms of this Agreement; all terms within this Agreement shall remain in full force.
7. The Contractor shall be compensated under the WA by the rates as provided on Exhibit B-1, Rate Sheet.

P. WORK AUTHORIZATION AND AMENDMENT LIMITS

1. Work Authorizations shall not exceed 10% of the original Agreement, not including any Amendments. WA's must be justified, and be completely separate from any time or money Amendment. Once a WA has been approved, it will be added and considered as an Amendment, separate from a time and/or money Amendment.
2. Amendments that add either time and/or money shall not exceed 1-year, and with a maximum dollar increase of no more than 20% of the original Agreement, not including WA's.

Q. CONTACTS

CDCR Mobile Application Development Manager

Jeff Funk, Chief, Mobile Application Development
California Department of Corrections and Rehabilitation
Enterprise Information Services
1940 Birkmont Drive, Rancho Cordova, CA 95742
Phone Number: (916) 358-2117

CDCR IT Contract Analyst

Charles Luzader
California Department of Corrections and Rehabilitation
Enterprise Information Services – IT Acquisitions Unit
1900 Birkmont Drive, Rancho Cordova, CA 95742
Charles.luzader@cdcr.ca.gov

DEPARTMENT OF CORRECTIONS AND REHABILITATION

WORK AUTHORIZATION FORM

CONTRACTOR NAME		DATE
TITLE OF APPROVED CONTRACTOR SIGNEE		
TASK SUMMARY OF WORK TO BE PERFORMED		HOURLY RATE TO BE APPLIED
START DATE		COMPLETION DATE
TOTAL ESTIMATED LABOR HOURS		TOTAL ESTIMATED COST

Unanticipated tasks performed shall be accordance with the SOW, and the rates charged shall be from Exhibit B-1, Rate Sheet, in accordance with Agreement

CONTRACTOR NAME	TITLE
SIGNATURE	DATE
CDCR REPRESENTATIVE	TITLE
SIGNATURE	DATE

BUDGET DETAIL AND PAYMENT PROVISIONS

A. INVOICING AND PAYMENT

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

California Department of Corrections and Rehabilitation
Headquarters Accounting Services Section
Attention: Contracts Accounts Payable
P.O. Box 187018, Sacramento, CA 95818-7018

3. Each invoice shall identify the deliverable, by either task number and/or title, including month or week, the cost as itemized in Exhibit B-1, and the Contract number. Invoices shall be on the Contractor's letterhead, include the Contractor's name, the CDCR Agreement number, the Consultant's name(s) and the invoice total.
4. Invoices are submitted to the address identified above. Concurrently, an electronic copy of the invoice shall be submitted to **all** of the names listed below:

The designee assigned to receive the electronic copy of the invoice will be:

California Department of Corrections and Rehabilitation

E-mail: Jeffery.Funk@cdcr.ca.gov

B. BUDGET CONTINGENCY CLAUSE

1. 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.

2. 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 CDCR 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 CDCR 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 CDCR shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

E. TAXES

The CDCR is exempt from federal excise taxes, and no payment shall be made for personal property taxes levied on the Contractor or on any employee wages. The hourly rate shall include all applicable taxes.

F. TRAVEL

Travel expenses are allowed only per the detail in the SOW and Exhibit B-1, and if not shown, are not allowed in this Agreement.

G. OVERTIME AND VACTION

Overtime and vacation for Consultants and/or Trainers are not reimbursed.

H. BILLING FOR SERVICES RENDERED

CDCR Contract Technical and Business Managers will be responsible for approving payment based on CDCR receipt and approval of invoices. All tasks shall be submitted for approval to the Contract Technical and Business project managers for review and approval. If the deliverables / tasks are not approved, the Contractor will be notified in writing and must take appropriate measures to correct or remedy the reason(s) for rejection.

The Contractor may not invoice CDCR for any costs exceeding the maximum amount identified to complete a specific deliverable / task. Any excess shall be at no cost to CDCR, unless negotiated and preapproved by CDCR where circumstances beyond the control of the Contractor have occurred.

EXHIBIT B-1 - RATE SHEET

There is no monetary obligation, either written or implied, created on this Agreement. The CDCR makes no commitment, either written or implied, as to the total amount to be expended during the term of this Agreement. The Contractor shall bill only for actual services provided, and at the hourly rate as specified in Exhibit B-1, and not to exceed the total cost of this Agreement as listed in Exhibit A, Statement of Work . Any loss of time in and out of the institution gates and sally ports shall be borne by the Contractor.

Company Name	
Street Address	
City, State, Zip Code	
Print Name and Title of Authorized Representative	
Signature and Title of Authorized Representative	Date

CDCR Classification (Title)	Propose Hourly Rate
SENIOR TECHNICAL CONSULTANT	\$

DGS IT PROVISIONS

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 9/5/2014.

https://www.dgs.ca.gov/-/media/Divisions/PD/PTCS/OPPL/Model-Language/Non-IT/GSPD401IT14_0905.pdf?la=en&hash=966B461B3B4FC01026962D7849A0AEB78B70ECE3

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.

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

The 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, Enterprise Information Services IT Acquisitions Unit, in writing and within ten (10) working days, of any changes to the subcontractor and/or consultant information.

D. EMPLOYMENT OF EX-OFFENDERS

1. Contractor cannot and shall not either directly, or on a subcontract basis, employ in connection with this Agreement:
 - a. Ex-Offenders on active parole or probation;
 - b. 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
 - c. Any ex-felon in a position which provides direct supervision of parolees.
2. 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:
 - a. Contractor shall obtain the prior written approval to employ any such ex-offender from the Authorized Administrator; and

- b. 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

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

If this is a Consulting Agreement, the Contractor and its 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.

1. 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:

- a. The Agreement service has been identified by the CDCR as one where there is a greater likelihood that a conflict of interest may occur;
- b. The Contractor and/or Contractor's employee(s), pursuant to the Agreement, makes or influences a governmental decision; or

- c. 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.

2. Current State Employees

- a. 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.
- b. 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.
- c. 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.
 - 6) 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.

3. Former State Employees

- a. For the two (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.
- b. For the twelve (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 twelve (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:

1. Investigative reports
2. Access to inmates/parolees and the associated staff
3. Access to employee personnel records
4. 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.

5. 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

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. ADDITIONAL INSURANCE REQUIREMENTS

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:

1. Commercial General Liability

Commercial General Liability – Contractor shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury and property damage liability. The policy must include coverage for liabilities arising out of premises operations, independent contractors, products/completed operations, personal & advertising injury and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability. The policy must include:

CDCR, State of California, its officers, agents and employees are included as additional insureds, but only with respect to work performed under this contract.

This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

In the case of Contractor's utilization of subcontractors to complete the contracted scope of work, contractors shall include all subcontractors as insureds under Contractor's insurance or supply evidence of insurance to the State equal to policies, coverage and limits required of Contractor.

The certificate of insurance must include the following provisions:

- a. The insurer will not cancel the insured's coverage without 30 days prior written notice to the State. 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
1940 Birkmont Drive, Rancho Cordova, CA 95742

- b. 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.

2. Auto Liability

Contractor shall maintain motor vehicle liability with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles.

The same additional insured designation and endorsement required for general liability is to be provided for this coverage.

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.

a. Professional Liability

Contractor shall maintain professional liability with a limit not less than \$1,000,000 each claim covering damages caused by a negligent error, act or omission. The

policy's retroactive date must be displayed on the certificate of insurance and must be before the date this contract is executed or before beginning of Contract work.

b. Employee Dishonesty

Employee Dishonesty – Contractor shall maintain crime insurance with a limit no less than \$1,000,000 covering employee dishonesty; forgery and alteration; and theft, disappearance and alteration; and theft, disappearance and destruction. The policy is to name the State as loss payee. The loss payable endorsement is to be provided with the certificate.

N. SMALL BUSINESS AND DVBE PARTICIPATION – COMMERCIALY USEFUL FUNCTION

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.

O. JOINT MEDIA ACTIVITIES

Upon successful implementation, the State may agree to conduct joint media activities, including, but not limited to, White Papers and Case Studies.

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

P. BLOOD BORNE PATHOGENS

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

Q. TUBERCULOSIS (TB) TESTING

In the event that the services required under this Agreement will be performed within a CDCR institution/parole office/community-based program, Contractors and their employees who are assigned to work with, near, or around inmates/parolees shall be required to be examined and tested for medically evaluated by a licensed healthcare provider for TB in an infections or contagious stage prior to the performance of contracted duties, and at least once a year thereafter (within 12 months of their initial or previous TB test under this contract), or more often as directed by CDCR.

Contractors and their employees who have any contact (physical or nonphysical) with inmates/parolees, shall be required to furnish to the CDCR Program/Institution Contract Manager, at no cost to CDCR, a documented Tuberculosis (TB) evaluation/test for TB infection (Tuberculin Skin Test (TST) or a blood test Interferon Gamma Release Assay (IGRA) completed within (30) thirty days of the start date of the services and be certified to be free of TB in an infectious or contagious stage by a licensed healthcare provider prior to assuming their contracted duties and annually thereafter.

R. 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:

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 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

2. 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

3. 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

4. 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

5. 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

6. 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

7. 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

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

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

9. 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)

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. 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)

S. 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.

T. TOBACCO-FREE ENVIRONMENT

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

U. 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.

V. 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.

W. SECURITY REGULATIONS

1. 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.
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 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.
4. 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.
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/micro-cameras 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.

DISABLED VETERANS BUSINESS ENTERPRISE DECLARATIONS

The following link listed below allows bidders to access the DVBE Declarations statement. This statement is required to be submitted, even if you have no DVBE participation for this Solicitation. If you have no DVBE participation, simply reply on the form "N/A", and include the form with your solicitation reply.

https://www.documents.dgs.ca.gov/dgs/fmc/gspd/pd_843.pdf

ATTACHMENT #2

CUSTOMER REFERENCE FORM

Bidder/Contractor:

Make copies of this form, one for each of your Contractor References (3), as well as one for each of your Consultant references (3). Please fill out **only** this section

Contractor's (Bidder) Name	
Contractor's Customer Reference Name	
Contract Number	
Dollar amount of the Contract	
Customer Contact Name and Title	
Phone Number	
Fax Number	
E-Mail Address	

Rating Guidelines and Description of Rating Scale:
(This section to be filled out by the CDCR)

Exceptional (5) – Best-in-class performance. Performance met all contract requirements and exceeded several to the reference's benefit. No issues were encountered.
Very Good (4) – Performance met all contract requirements and exceeded some to the reference's benefit. There were a few minor issues, which were negligible.
Satisfactory (3) – Performance met contract requirements. There were some minor issues, and corrective actions taken by the Contractor were acceptable.
Marginal (2) – Performance did not meet the contractual requirements. There were issues, some of a serious nature, for which corrective action was only somewhat effective.
Unsatisfactory (1) – Performance did not meet contractual requirements. There were serious issues and the Contractor's corrective actions were ineffective.

Questions	Rating (select one)
1. How would you rate the Bidder's ability to deliver products/services in a timely manner?	N/A ① ② ③ ④ ⑤
2. How would you rate the Bidder's quality of service delivery?	N/A ① ② ③ ④ ⑤
3. How would you rate the Bidder's system testing and documentation?	N/A ① ② ③ ④ ⑤
4. How would you rate the Bidder's Customer Service?	N/A ① ② ③ ④ ⑤
5. How would you rate the Bidder's Performance Support?	N/A ① ② ③ ④ ⑤
6. How would you rate your level of overall satisfaction with the Bidder?	N/A ① ② ③ ④ ⑤
Additional comments:	

ATTACHMENT #3

BIDDER DECLARATION*

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

*Referenced by link

ATTACHMENT #4

PAYEE DATA RECORD (STD 204)*

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

*Referenced by link



SUPPLEMENT VENDOR PAYEE DATA RECORD FORM

Form to be completed by Vendor.

LEGAL NAME OF BUSINESS

DBA

FEIN OR SSN NUMBER

BUSINESS PHYSICAL ADDRESS

STREET

CITY

STATE

ZIP

REMIT TO INFORMATION

(WHERE YOU WANT YOUR PAYMENTS SENT. ADDRESS MUST MATCH REMIT TO ADDRESS ON INVOICE.)

COMPANY NAME

STREET(P.O. Box)

CITY

STATE

ZIP

CONTACT INFORMATION

SALES CONTACT PERSON

ACCOUNTING CONTACT PERSON

TITLE

TITLE

PHONE

PHONE

FAX

FAX

SALES E-MAIL ADDRESS

WEB-SITE ADDRESS:

PURCHASING INFORMATION

SERVICE TYPE OF SERVICE PROVIDED: _____

COMMODITY TYPE OF PRODUCT PROVIDED: _____



SUPPLEMENT VENDOR PAYEE DATA RECORD FORM

BUSINESS DESIGNATION
 (Fill out only if registered with the Dept. of General Services)

<input type="checkbox"/> SMALL BUSINESS (SB) (Certified by DGS)	CERTIFICATION #	EXPIRATION DATE
<input type="checkbox"/> MICRO BUSINESS (MB) (Certified by DGS)	CERTIFICATION #	EXPIRATION DATE
<input type="checkbox"/> DVBE BUSINESS	CERTIFICATION #	EXPIRATION DATE
<input type="checkbox"/> MEDICAL BUSINESS		
<input type="checkbox"/> GENERAL BUSINESS		

TAX INFORMATION
 (Fill out if you expect a 1099 at the end of the year)

WITHHOLDING TAX INFORMATION	TYPE OF RECIPIENT
<input type="checkbox"/> RENTS	<input type="checkbox"/> CORPORATION
<input type="checkbox"/> ROYALTIES	<input type="checkbox"/> PARTNERSHIP
<input type="checkbox"/> OTHER INCOME (PRIZED, AWARDS)	<input type="checkbox"/> FIDUCIARY
<input type="checkbox"/> FISHING BOAT PROCEEDS	<input type="checkbox"/> NOMINEE
<input type="checkbox"/> MEDICAL AND HEALTHCARE PAYMENTS	<input type="checkbox"/> GOVERNMENT OR INT. ORGANIZATION
<input type="checkbox"/> NONEMPLOYEE COMPENSATION	<input type="checkbox"/> TAX EXEMPT ORGANIZATION
<input type="checkbox"/> SUBSTITUTE PAYMENTS (DIVIDENDS/INTEREST)	<input type="checkbox"/> PRIVATE FOUNDATION
<input type="checkbox"/> DIRECT SALES	<input type="checkbox"/> ARTIST OR ATHLETE
<input type="checkbox"/> CROP INSURANCE PROCEEDS	<input type="checkbox"/> ESTATE
<input type="checkbox"/> EXCESS GOLDEN PARACHUTE PAYMENTS	<input type="checkbox"/> US BRANCH TREATED AS US
<input type="checkbox"/> GROSS PROCEEDS PAID TO AN ATTORNEY	<input type="checkbox"/> QUALIFIED INTERMEDIARY
<input type="checkbox"/> STATE TAX WITHHELD	<input type="checkbox"/> PRIVATE ARR INTER WRP GEN
	<input type="checkbox"/> PRIVATE ARR INTER WRP EXEM
	<input type="checkbox"/> QUALIFIED INTER EIRP GEN
	<input type="checkbox"/> QUALIFIED INTER EIRP EXEM
	<input type="checkbox"/> AUTHORIZES FOREIGN AGENT
	<input type="checkbox"/> OTHER
	<input type="checkbox"/> TYPE OF RECIPIENT UNKNOWN
	<input type="checkbox"/> INDIVIDUAL/SOLE PROPRIETOR

STOP! Only fill out this section if your company has sold their receivables to another company

FACTORING VENDOR (WHEN A VENDOR SELLS RECEIVABLES TO A THIRD PARTY) ATTACH COPY OF THE LETTER FROM VENDOR NOTIFYING CDCR OF THE ASSIGNMENT

COMPANY NAME _____

DBA _____

STREET(P.O. Box) _____

CITY _____

STATE	ZIP
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ATTACHMENT #5

PROJECT METHODOLOGY STATEMENT

The State Administrative Manual (SAM) Section 4819.31 requires State departments and agencies to follow the California Department of Technology's California Project Management Framework (CA-PMF) or a comprehensive PMBOK® Guide-based framework to manage an IT project. In addition, SAM Section 4910.1 requires every IT project manager to possess the qualifications and skills commensurate with the complexity of the IT project managed.

In support of these requirements, CDCR maintains a Project Management Methodology (CDCR-PMM). The CDCR-PMM augments, aligns with, and supplements the CA-PMF. The CDCR requires that IT PMs, including vendors hired to manage or complete projects for CDCR, meet the PM qualification requirements as defined in SAM Section 4910.1 and comply with the CA-PMF and CDCR-PMM when implementing any IT project. This includes utilizing CDCR's schedule management tool and other templates as described in the CDCR-PMM.

When responding to an RFO or RFP associated with a CDCR IT project, vendors must include a declaration agreeing to comply with and utilize the CA-PMF or equivalent methodology and the CDCR-PMM, including the use of CDCR's schedule management tool. In addition, vendors must declare that the proposed PM meets the project management qualification requirements defined in SAM Section 4910.1.

By signing below, I hereby agree to comply with all State policies; procedures and guidelines related to information technology (IT) projects as indicated above.

Date: _____

Signature: _____

Printed Name: _____

Title _____

Organization:

Telephone Number: _____ Fax Number: _____

Email Address: _____

ATTACHMENT #6

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

I certify that I shall 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 projects within the California Department of Corrections and Rehabilitation's (CDCR) Business Information System (BIS) Project. Based on my involvement with BIS, where applicable, I certify that I have no personal or financial interest and no present employment or activity, which would be incompatible with my participation in the discussions, review and or participation in the procurement process for this procurement and any related procurement thereof.

For the duration of my involvement in this Project, I agree not to accept any gift, benefit, gratuity or consideration, or begin a personal or financial interest in a party who is offering, or associated with a business, on the Project.

At all times during and after the process by which the CDCR procures Contractor's services, CDCR's employees, CDCR's prospective bidders, and/or CDCR's Vendors shall keep confidential, and shall 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 shall protect CDCR's confidential information using the same degree of care, but no less than a reasonable degree of care, as such party uses to protect his/her/its own confidential information. The parties shall carefully restrict access to CDCR's confidential information, and they may disclose it only to their employees, contractors, and/or other State agencies that have a need to know it and are bound by obligations of confidentiality.

I understand that consultants can be categorized as a public official for purposes of adherence to Conflict of Interest laws and the filing of a Statement of Economic Interests (Form 700). I certify that I have read and understand Conflict of Interest provisions identified in the online presentation "Ethics Orientation for State Officials" sponsored by the State of California Department of Justice, [Office of the Attorney General and the Fair Political Practices Commission](#).

I certify that I will keep confidential and secure and will not copy, give or otherwise disclose to any other party who has not signed a copy of this confidentiality agreement, all information concerning the planning, processes, development or procedures of the Project and all bids, proposals, correspondence, etc. which I learn in the course of my duties on the Project. I understand that the information to be kept confidential includes, but is not limited to, specifications, administrative requirements, terms and conditions, any aspect of any supplier's response or potential response to the solicitation, and includes concepts and discussions as well as written or electronic materials. I understand that if I leave this Project before it ends, I must still keep all Project information

confidential. I understand that following completion of this project that I must still maintain confidentiality should the Project and/or my organization be subject to follow-on contracting criteria per Public Contract Code §10365.5. I agree to follow any instructions provided related to the Project regarding the confidentiality of Project information.

I fully understand that any unauthorized disclosure I make may be a basis for civil or criminal penalties and/or contract termination. I agree to advise the CDCR IT Acquisitions Unit, immediately in the event that I either learn or have reason to believe that any person who has access to Project confidential information has or intends to disclose that information in violation of this agreement. I also agree that any questions or inquiries from bidders, potential bidders or third parties shall not be answered by me and that I will direct them to the CDCR's IT Acquisitions Unit.

Date: _____

Signature: _____

Printed Name: _____

Title _____

Organization: _____

Telephone #: _____ Fax #: _____

Email : _____

ATTACHMENT #7

STATEMENT OF ECONOMIC INTERESTS (FORM 700)*

<http://www.fppc.ca.gov/content/dam/fppc/NS-Documents/TAD/Form%20700/2018-2019/Form%20700%202018.2019%20IA.pdf>

*Referenced by link

CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract over \$100,000 on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. **CALIFORNIA CIVIL RIGHTS LAWS:** For contracts over \$100,000 executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. **EMPLOYER DISCRIMINATORY POLICIES:** For contracts over \$100,000 executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.		<i>Federal ID Number</i>
<i>Proposer/Bidder Firm Name (Printed)</i>		
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County and State of</i>	