



DEPARTMENT OF CORRECTIONS AND REHABILITATION  
CALIFORNIA CORRECTIONAL HEALTH CARE SERVICES  
STATE OF CALIFORNIA

REQUEST FOR QUOTATION  
GOODS AND SERVICES

RFQ # 12-039-ITS

March 19, 2013

The California Department of Corrections and Rehabilitation (CDCR), California Correctional Health Care Services (CCHCS)<sup>1</sup>, is requesting quotes for all hardware, software, and services for procurement of an Inmate Welfare Check System (IWCS). The IWCS solution shall be implemented in all thirty-three (33) adult institutions statewide, including the California Correctional Health Care Facility (CCHCF) and Dewitt-Nelson Annex in Stockton, California, and other mental health/correctional facilities.

This Request for Quotation (RFQ) is not subject to provisions of the Public Contract Code (PCC) pertaining to bidding and awarding of contracts, but rather uses substitute procedures authorized by the *Plata* Court. See Court Order dated June 4, 2011, at <http://www.CPHCS.ca.gov/plata.aspx>. No administrative protest of award of the contract resulting from this RFQ is available. CCHCS reserves the right to modify or cancel, in whole or in part, this RFQ at any time prior to contract award.

By submitting a quote, bidder agrees to the terms and conditions stated in this RFQ, and bidder's response, which will be made part of CCHCS' Purchase Order and procurement file.

**Bids are due by 4:00 p.m., Friday, April 19, 2013. Bids and any requested documents must be submitted by electronic mail (i.e., e-mail) and clearly labeled to the Department contact noted below.**

**Department Contact:**

California Department of Corrections and Rehabilitation  
California Correctional Health Care Services  
Attention: Mike Monteverde  
P.O. Box 588500  
Elk Grove, CA 95758  
(916) 691-0324  
[Mike.monteverde@cdcr.ca.gov](mailto:Mike.monteverde@cdcr.ca.gov).

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<sup>1</sup> CCHCS is the area of CDCR responsible for medical, dental, and mental health care of California's adult state prison population. The portion of CCHCS that is responsible for the provision of medical care is under the oversight of the Receiver appointed by the United States District Court for the Northern District of California, in *Plata v. Brown*, Case Number C01-1351 THE. For convenience, the term "CCHCS" is generally used throughout this RFQ to describe the portion of CDCR subject to the Receiver's oversight. However, where the context suggests otherwise, references to "CCHCS" may be synonymous with not only medical, but also the dental and/or mental health care areas of CDCR or with "CDCR" as a whole.

## RESPONSE GUIDELINES

This RFQ, bidder's response, the State's General Provisions – Information Technology (GSPD 401IT, effective 06/08/2010), and applicable IT Purchase, Maintenance, Software Licenses, and Personal Services provisions (<http://www.documents.dgs.ca.gov/pd/modellang/ITModules.pdf>) will be made part of CCHCS' Purchase Order and procurement file.

Bids must be submitted electronically to the Department contact e-mail address noted on page 1. Bids sent to any other CCHCS e-mail address will not be considered. All pages of bid that are received prior to due date will be considered "the complete bid". Please be advised that CCHCS assumes no responsibility if supplier cannot transmit their bid electronically to the e-mail address provided on page 1 and/or if the entire bid is not received prior to bid due date.

The delivery of any bid via U.S. mail, private delivery service, and/or by personal service shall not be accepted by CCHCS. In the event of such delivery, CCHCS will consider the bid as non-responsive.

There will be NO public opening of the RFQ. However, after a contract is awarded all RFQ documents may be available for public review. CCHCS makes no guarantee that any or all quotes will be kept confidential, even if the bid is marked "confidential," "proprietary," etc. Bid contents, correspondence(s), selection working papers and/or any other medium shall be held in the strictest confidence until contract award.

Bids submitted in response to this RFQ must include all of the following information:

1. Completed Request for Quotation Form;
2. Complete responses to each requirement listed within the Statement of Work (SOW);
3. Bidder Declaration Form (GSPD-05-105) – (Attachment 1);
  - Suppliers must complete the Bidder Declaration and include it with response. When completing the declaration, Bidders must identify all subcontractors proposed for participation in the ensuing Agreement. An awardee will be contractually obligated to use the proposed subcontractors for the requested goods and services unless CCHCS agrees to a substitution via contract amendment.
4. Contractor's Small Business Certification, if applicable;
5. Contractor's Original Equipment Manufacturer (OEM) certification for authorized service, support, and maintenance of the proposed IWCS;
6. Completed Payee Data Record (STD 204) - (Attachment 2);
7. Seller's Permit; and
  - Please note that award will be contingent upon receiving a Seller's Permit prior to execution of the Purchasing Authority Purchase Order (STD. 65).

Interested bidders may submit questions and/or requests for clarification, via e-mail, to [Mike.monteverde@cdcr.ca.gov](mailto:Mike.monteverde@cdcr.ca.gov). CDCR/CCHCS responses to bidder questions that provide new or additional information will be provided to all vendors.

## **BID EVALUATION AND AWARD**

### **Introduction**

All bids will be evaluated in a multi-step process to determine the quote that offers the best combination of functionality and value to the State. The best business solution is that solution that meets all requirements set forth in the RFQ and offers the State the best combination of value, services, and cost as determined through the evaluation process. The process includes a detailed evaluation of bidder's quote.

Once CDCR/CCHCS has determined which quote, if any, offers the best solution, that bid will become the basis for a contract.

This section presents the process that CDCR/CCHCS will follow in evaluating quotes submitted by bidders in response to this RFQ. The evaluation process is comprised of a thorough review of each bid to validate the inclusion of mandatory components, followed by a scored evaluation based on criteria defined later in this section.

### **Receipt of Proposals**

RFQs must be delivered as specified in the Response Guidelines, and if not submitted electronically may be rejected and deemed non-responsive.

Bid review will include a comprehensive, detailed evaluation of each bidder's quote. RFQs will be evaluated and scored by an Evaluation Committee.

CDCR/CCHCS shall conduct oral interviews of at least the top two (2) scoring bidders. Interviews will be used to verify the proposed goods and services made in the RFQ, corroborate evaluation of the bid, and provide the State an opportunity to confirm the knowledge and experience levels of bidder. The bidder must make all arrangements to participate in the interview at no cost to the State.

### **Evaluation Committee**

CDCR/CCHCS has established an Evaluation Committee (Committee) comprised of individuals selected from management. The Committee will review the final bids in accordance with the process set forth below. The Committee will use consensus to determine pass/fail and to arrive at evaluation scores for each bidder, and make a written recommendation to the Receiver of which bidders may be asked to interview with the Committee.

### **Review and Evaluation of Bidder Quotes**

Quotes received by the date and time specified on page 1, fourth (4<sup>th</sup>) paragraph, will be opened and reviewed in detail for compliance with RFQ requirements.

The table below illustrates the maximum points for each evaluated requirement area:

| Description                                          | Proposed Maximum Points Available |
|------------------------------------------------------|-----------------------------------|
| Administrative Requirements<br>(Response Guidelines) | Pass/Fail                         |
| Professional Services                                | 25                                |
| Training Services                                    | 25                                |
| Cost                                                 | 50                                |
| Total Points                                         | 100                               |

### Selection of Contractor

The Evaluation Committee will make a final evaluation and submit a written recommendation to the Receiver, or designee, regarding the proposed contractor. The recommendation will include an explanation of the basis for the recommendation. The Receiver will then make a final determination and authorize negotiations with one or more of the bidders whose quotes are most advantageous to CDCR/CCHCS.

The Receiver retains the discretion to reject the recommendation of the Committee and award the Contract to another bidder deemed more qualified, or to no one.

### Award of Contract

Award, if made, will be in accordance with RFQ information to a responsible bidder who complies with all requirements of the RFQ and any addenda thereto, except for such immaterial defects as may be waived by CCHCS. All quotes must be valid for a minimum of one-hundred twenty (120) days from RFQ submittal date. "Days" means calendar days unless otherwise specified.

CCHCS reserves the right to determine the successful bidder either on the basis of individual items or on the basis of all items included in this RFQ, unless otherwise specified. Unless bidder specifies otherwise in its quote, CCHCS may accept any item or group of items of any bid. CCHCS reserves the right to reject any and/or all quotes submitted or modify or cancel in whole or in-part this RFQ.

The awarded contractor will be obligated to provide the goods and services at the cost(s) submitted on the Request for Quotation Form.

### Request for Quotation Form (Goods and Services)

|                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                            |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|
| <b>QUOTE DUE DATE:</b><br><br>On or before time 4:00 p.m., Friday,<br>April 19, 2013.                                                                                       | Responses must be electronically<br>delivered to:<br><br><a href="mailto:Mike.monteverde@cdcr.ca.gov">Mike.monteverde@cdcr.ca.gov</a>                                                                                                                                                                                                                                                                                                      | <b>Delivery Date</b><br><br><div style="text-align: center;">_____</div> <b># Days ARO</b> |
| <b>Supplier name and address:</b><br><br><br><b>Supplier Contact:</b><br><br>Phone: _____ Fax: _____                                                                        | <b>SOLICITATION NO:</b><br><br>RFQ #12-039- ITS<br>DATE: March 19, 2013                                                                                                                                                                                                                                                                                                                                                                    | <b>REQUISITION OR CONTROL #</b><br><br><div style="text-align: center;">_____</div>        |
| (Continued from previous page)                                                                                                                                              | <b>For further information contact:</b><br><br>Mike Monteverde<br>California Correctional Health Care<br>Services<br>P.O. Box 588500<br>Elk Grove, CA 95758<br>(916) 691-0324<br><a href="mailto:Mike.monteverde@cdcr.ca.gov">Mike.monteverde@cdcr.ca.gov</a> .<br><br><b>Ship To:<sup>2</sup></b><br><br>CALIFORNIA CORRECTIONAL<br>HEALTH CARE SERVICES<br>WAREHOUSE<br>8301 Valdez Avenue, Building #3<br>Sacramento, California, 95812 |                                                                                            |
| <b>Name (Print):</b><br>▶ _____<br><b>Title:</b><br>▶ _____<br><b>Signature:</b><br>▶ _____ <b>Date:</b> _____<br><b>Federal Employer Identification Number:</b><br>▶ _____ | <b>Return quote to:</b><br><br>California Correctional Health Care<br>Services:<br><a href="mailto:Mike.monteverde@cdcr.ca.gov">Mike.monteverde@cdcr.ca.gov</a> .<br><hr style="border: 1px solid black;"/>                                                                                                                                                                                                                                |                                                                                            |

<sup>2</sup> Upon receipt and evaluation of quotes, and prior to recommendation for award, CCHCS reserves the right to negotiate with the top two (2) scoring bidders the shipment of goods to each individual institution versus delivery to CCHCS' warehouse.

Bidder offers and agrees if this response is accepted within 45 calendar days following the date response is due to furnish all 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. DELCARATIONS 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; and (2) The National Labor Relations Board declaration set forth in Paragraph 48 of the General Provisions is true and correct.

**QUOTE FOR INMATE WELFARE CHECK SYSTEM**

| ITEM NO.                      | QTY | UNIT | COMMODITY/PRODUCT CODE | DESCRIPTION | UNIT PRICE | EXTENSION |
|-------------------------------|-----|------|------------------------|-------------|------------|-----------|
| Hardware:                     |     |      |                        |             |            |           |
| Software:                     |     |      |                        |             |            |           |
| Licenses:                     |     |      |                        |             |            |           |
|                               |     |      |                        |             |            | Total \$  |
| Professional Services:        |     |      |                        |             |            |           |
| Training:                     |     |      |                        |             |            |           |
|                               |     |      |                        |             |            | Total \$  |
| Software Support:             |     |      |                        |             |            |           |
| Maintenance:                  |     |      |                        |             |            |           |
|                               |     |      |                        |             |            | Total \$  |
| Total Proposed Price \$ _____ |     |      |                        |             |            |           |
|                               |     |      |                        |             |            |           |

## Bid Requirements

In addition to the response requirements specified in RFQ #12-039-ITS, page 2, all of the following quote information is required:

1. **Delivery:** Final delivery, inspection and acceptance of goods and services shall occur at CCHCS' warehouse, located at 8301 Valdez Avenue, Building 3, Sacramento, California, for receipt of goods, and at the respective correctional facility for services. CCHCS reserves the right to negotiate with the top two (2) scoring bidders the shipment of goods to each individual institution versus delivery to CCHCS' warehouse. A list of all thirty-three (33) adult institutions, including the California Correctional Health Care Facility (CCHCF) and Dewitt-Nelson Annex in Stockton, California, and other mental health/correctional facilities has been attached for references purposes.
2. **Quotation:** For purposes of this solicitation (i.e., RFQ), bidders will provide quotes for goods and services on the basis of "All" or "None". Bidder's quote shall include an itemized description of all specifications as required in the SOW. All quotes must be valid for a minimum of one-hundred and twenty (120) calendar days from RFQ submittal date.
3. **Cash Discounts:** Cash discounts will not be considered when evaluating bid responses for award purposes. However, cash discounts may be offered and taken by CCHCS when processing invoices within the timeframe specified.
4. **Shipment:** For the purposes of this solicitation, only bid responses quoting F.O.B Destination will be accepted.
5. **Inquiries/questions:** Written questions must be received by Tuesday, April 2, 2013.
6. **Bidder's Instructions and General Provisions:** The attached Bidder's Instructions and General Provisions have recently been revised. Please read carefully.  
  
IT General Provisions: <http://www.documents.dgs.ca.gov/pd/modellang/GPIT060810.pdf>  
Bidder Instructions: <http://www.documents.dgs.ca.gov/pd/modellang/BidderInstructions070110.pdf#search=GSPD-451&view=FitH&pagemode=none>
7. **Quotation attachments:** Bid responses that reference a supplier's own terms and conditions or provisions may be considered non-responsive and may be rejected.
8. **Important Note:** Only bids quoted on the State's Quotation Form will be considered. Bids must be submitted electronically with the solicitation number and the bid due date and time clearly marked. All quotes must be valid for a minimum of one-hundred and twenty (120) calendar days from RFQ submittal date.
9. **Warranty Information:** Special provisions for any Warranty on goods quoted.
10. **Payment terms:** Payment terms will be Net 45 upon completion of acceptance testing of the Inmate Welfare Check System (IWCS) and all components signed-off by institution representative and Contractor. No other payment terms will be considered.

**Responsible Bidder:** The CCHCS may require bidder(s) to submit evidence of their qualifications at such times and under conditions as it may deem necessary. The question of whether a particular bidder is a responsible bidder may involve an evaluation of bidder's experience, type of facility, expertise or financial resources regarding the particular items requested in this RFQ. If a bidder has been determined to be non-responsible, the bid shall be rejected.

**New Equipment:** All equipment to be provided in response to this RFQ shall be new and the latest model(s) in current production. USED, SHOPWORN, DEMONSTRATION, PROTOTYPE OR DISCONTINUED MODELS ARE NOT ACCEPTABLE.

**Recycled Content Products:** State agencies are required to report purchases in many product categories. To comply with reporting requirements, bidders are required to complete and return the attached Recycled Content Certification form with your bid response. Failure to complete and return the form may disqualify your bid from consideration.

**Payee Data Record:** Bidders must submit a Payee Data Record (STD. 204) listing their Taxpayer Identification Number.

**Seller's Permit**

Please note that award will be conditional on providing the following 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 the California State Board of Equalization (BOE), pursuant to all requirements set forth in Revenue and Taxation Code Sections 6452.1, 6487, 6487.3, 7101, and 18510, and Section 10295.1 of the Public Contract Code (PCC). In order to confirm validity of the permit, provide the BOE permit number in the space provided below and attach a copy of the permit with your bid.

Retailer's Seller's Permit Number: \_\_\_\_\_

**California Disabled Veteran Business Enterprise (DVBE) Program Requirements:** The State has established goals for Disabled Veteran Business Enterprises (DVBE) participating in State contracts. For the purposes of this solicitation, the DVBE program requirement is waived.

**Assumptions and Constraints:** Any modifications to the attached SOW of the ensuing Agreement will be defined, documented and mutually agreed upon by Contractor and CCHCS' Director of Health Care Clinical Operations, or designee.

The CCHCS reserves the right to renegotiate the delivery, installation, maintenance and/or training services as deemed necessary to meet the needs of the correctional facility according to State priorities. CCHCS and Contractor shall mutually agree to all changes; and renegotiated services outside the scope of the original contract may require control agency approval prior to commencement of work.

**Declaration Forms:** All bidders must complete the Bidder Declaration GSPD-05-105 and include it with bid response. When completing the declaration, bidders must identify all subcontractors proposed for participation in the contract. Bidders awarded a contract are contractually obligated to use the proposed subcontractors for corresponding work identified unless CCHCS agrees to a substitution via contract amendment.

At the State's option prior to award, bidders may be required to submit additional clarifying information. Failure to submit the required written information as specified may be grounds for bid rejection.

**Attachments:**

The following documents are considered part of this solicitation and must be returned with the bid response or the bid may be considered invalid and be rejected:

1. Request for Quotation Form(s);
2. Bidder Declaration form GSPD-05-105 (Attachment 1);
3. General Provisions <http://www.documents.dgs.ca.gov/pd/modellang/GPIT060810.pdf>
4. Bidder Instructions  
<http://www.documents.dgs.ca.gov/pd/modellang/BidderInstructions070110.pdf#search=GSPD-451&view=FitH&pagemode=none>
5. Payee Data Record (Attachment 2);
6. Seller's Permit;
7. Special Provisions for Warranty Agreement (if applicable); and
8. Other special provisions such as "Optional" equipment, etc.

## **EXHIBIT C CDCR SPECIAL PROVISIONS**

### **1. ACCOUNTING PRINCIPLES**

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

### **2. SUBCONTRACTOR/CONSULTANT INFORMATION**

Contractor is required to identify all subcontractors who will perform labor or render services in the performance of the Agreement. Additionally, the Contractor shall notify the CCHCS, DCIO, within ten (10) working days, of any changes to the subcontractor and/or consultant information.

### **3. EMPLOYMENT OF EX-OFFENDERS**

- a. Contractor cannot and will not either directly, or via a subcontracted consultant and/or firm, employ in connection with this Agreement:

- (1) Ex-Offenders on active parole or probation;
- (2) Ex-Offenders at any time if they are required to register as a sex offender pursuant to Penal Code Section 290 or if such ex-offender has an offense history involving a “violent felony” as defined in subparagraph (c) of Penal Code Section 667.5; or
- (3) Any ex-felon in a position which provides direct supervision of parolees.

- b. Ex-Offenders who can provide written evidence of having satisfactorily completed parole or probation may be considered for employment by the Contractor subject to the following limitations:

- (1) Contractor shall obtain the prior written approval to employ any such ex-offender from the Authorized Administrator; and
- (2) Any ex-offender whose assigned duties are to involve administrative or policy decision-making; accounting, procurement, cashiering, auditing, or any other business-related administrative function shall be fully bonded to cover any potential loss to the State of California.

### **4. LICENSES AND PERMITS**

The Contractor shall be an individual or firm licensed to do business in California and shall obtain at Contractor's expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this Agreement.

In the event any license(s) and/or permit(s) expire at any time during the term of this Agreement, Contractor agrees to provide the CCHCS with a copy of the renewed license(s) and/or permit(s) within thirty (30) days following the expiration date. In the event the

Contractor fails to keep in effect at all times all required license(s) and permit(s), the State may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

## **5. CONFLICT OF INTEREST**

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

### **a. Contractors and Their Employees**

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

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

### **b. Current State Employees**

- (1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- (2) No officer or employee shall contract on his or her own behalf as an independent Contractor with any state agency to provide goods or services.
- (3) In addition to the above, CDCR officials and employees shall also avoid actions resulting in or creating an appearance of:
  - (a) Using an official position for private gain;
  - (b) Giving preferential treatment to any particular person;

- (c) Losing independence or impartiality;
  - (d) Making a decision outside of official channels; and
  - (e) Affecting adversely the confidence of the public or local officials in the integrity of the program.
- (4) Officers and employees of the Department must not solicit, accept or receive, directly or indirectly, any fee, commission, gratuity or gift from any person or business organization doing or seeking to do business with the State.

**c. Former State Employees**

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

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

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

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

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

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

## **6. DISCLOSURE**

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

## **7. SECURITY CLEARANCE/FINGERPRINTING**

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

## **8. NOTIFICATION OF PERSONNEL CHANGES**

Contractor must notify the State, in writing, of any changes of those personnel allowed access to State premises for the purpose of providing services under this Agreement. In addition, Contractor must recover and return any State-issued identification card provided to Contractor's employee(s) upon their departure or termination.

## **9. NON ELIGIBLE ALIEN CERTIFICATION**

By signing this Agreement Contractor certifies, under penalty of perjury, that Contractor, if a sole proprietor, is not a nonqualified alien as that term is defined by the United States Code (U.S.C.) Title 8, Chapter 14, Section 1621 et seq.

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

#### **10. BLOODBORNE PATHOGENS**

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

#### **11. TUBERCULOSIS (TB) TESTING**

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

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

#### **12. PRIMARY LAWS, RULES, AND REGULATIONS REGARDING CONDUCT AND ASSOCIATION WITH STATE PRISON INMATES**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **13. CLOTHING RESTRICTIONS**

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

### **14. TOBACCO-FREE ENVIRONMENT**

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

### **15. SECURITY REGULATIONS**

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

## **16. GATE CLEARANCE**

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

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

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

## **17. BUSINESS ASSOCIATE AGREEMENT**

The awarded Contractor will be required meet provisions of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 ("HIPAA") and the regulations promulgated thereunder. The Business Associate Agreement can be located at the link below:

[http://www.cdcr.ca.gov/Divisions\\_Boards/Plata/HIPPA\\_ExhibitG.html](http://www.cdcr.ca.gov/Divisions_Boards/Plata/HIPPA_ExhibitG.html).

## **18. ELECTRONIC WASTE RECYCLING**

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

**ATTACHMENT 1**  
**BIDDER DECLARATION FORM GSPD-05-105**

All bidders must complete the Bidder Declaration GSPD-05-105 and include it with the bid response.

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

**ATTACHMENT 2**  
**PAYEE DATA RECORD (STD 204)**

The successful bidder as a result of this RFQ will be required to sign the Payee Data Record, STD. 204, before contract award. Refer to the following website link for more details:

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



**DEPARTMENT OF CORRECTIONS AND REHABILITATION  
CALIFORNIA CORRECTIONAL HEALTH CARE SERVICES  
STATE OF CALIFORNIA**

**INMATE WELFARE CHECK SYSTEM (IWCS)**

**STATEMENT OF WORK**

This Statement of Work (SOW) includes the goods and service(s) requirements for procurement of an Inmate Welfare Check System (IWCS) in all thirty-three (33) adult institutions, including the California Correctional Health Care Facility (CCHCF) and Dewitt-Nelson Annex in Stockton, California, and other mental health/correctional facilities.

The United States District Court for the Eastern and Northern Districts of California, in *Coleman v. Brown*, found that the California Department of Corrections and Rehabilitation (CDCR) was in violation of the Eighth Amendment and removed control of prison mental health care, and appointed a Special Master to oversee establishment of corrective policies and procedures. Subsequently, CDCR proposed, and the Court approved, a plan to include program and staffing that addressed mental health services at different levels of care for all adult correctional institutions. Since the Special Master took control of inmate medical care, continued monitoring and requests for improvements and/or changes to current practice(s) have taken place through various federal court orders.

One such Order resulted in a report concerning suicides in CDCR adult institutions. The report indicated that 69.2 percent of inmate suicides occurred in the institution's Administrative Segregation Units (ASU). Upon this finding, Coleman attorneys requested a plan to reduce the inmate suicide rate(s) and an expert panel developed recommendations that included, but were not limited to, Correctional Officers (COs) performing thirty (30) minute welfare checks (i.e., personal observations) on all inmates for the first twenty-one (21) days following placement in an ASU. All adult institutions are now required to perform welfare checks on all inmates for the first 21 days following placement in an ASU.

The current method for delivering the mandated tracking is through manual paper documentation every 30 minutes by a CO. The CO on each watch must manually log the exact time of their rounds on a tracking sheet. The tracking information must be logged immediately after completion of each 30-minute round. Tracking sheets are required to be retained at the institution for a minimum of three (3) years and for an additional four (4) years in a departmental records retention center.

CDCR does not have an automated system in place to record, gather, or retain the court mandated data. Based on departmental audits and reviews by Coleman Court monitors, inconsistencies have been reported in the logging performed by staff and retention of required documents (e.g., human errors or lost records, etc.).

To mitigate the above issues, CCHCS is requesting quotes to acquire electronic monitoring devices and/or a system (i.e., an "inmate welfare check system") consisting of an electronic recording device to digitally record the COs check time at all pre-assigned individual cell locations. As the CO conducts an inmate welfare check, the device stores each check and time. Upon completion of the COs shift, the data must be electronically transferred to a software system located on the department's network.

CCHCS seeks to procure and implement an Inmate Welfare Check System (IWCS) in all 33-adult institutions, including the California Correctional Health Care Facility (CCHCF) and Dewitt-Nelson Annex in Stockton, California, and other mental health/correctional facilities. A list of all CDCR/CCHCS institutions has been attached for quote purposes.

The proposed solution must be a commercial-off-the-shelf (COTS) product that does not require any customization and includes hardware, installation and configuration, and programming of necessary components of the system, software, training of information technology (IT) and custody staff at each site, headquarters setup, licensing, and a minimum two (2) year support agreement for all adult correctional institutions. Bidder's quote must not include labor for mounting any devices (e.g., a "button") on a cell door because CDCR/CCHCS' plant operations will perform this service.

1. In essence, contractor will deliver the hardware, install and configure the software for each state-issued workstation, and perform training services to designated CDCR/CCHCS IT and custody staff.

The proposed solution must be able to integrate with CDCR's existing Wide Area Network (WAN). CDCR/CCHCS have a statewide Multiprotocol Label Switching (MPLS) WAN that connects all institutions to the Federated Data Center (FDC). In addition, most institutions utilize Local Area Networks (LAN) that connect to the statewide WAN. All CDCR workstations must conform to the published Enterprise Architecture (EA) standards. These specifications establish CDCR/CCHCS' current and future hardware and software standards, and allows the department(s) to upgrade or replace workstations as well as maintain uniformity and supportability of various solutions.

The proposed solution should function on Microsoft Windows 7 operating system (OS) 64 bit and 32 bit, which has not been modified. Windows 7 base install must remain out of the box, unmodified. The application that installs the solution onto the base OS must use generally accepted industry best practices and must be installable from either an installer compact disk (CD) or executable file. It must also be installable via Microsoft's System Center Configuration Model (SCCM) across CDCR's WAN. The installer via SCCM will follow Microsoft's best practices or CDCR/CCHCS' standards for deploying software via the SCCM.

As hardware ages or fails, the proposed solution must also function on new hardware approved by CDCR's standards, which typically models standards that are available to the public without modification to the base OS install.

The required IWCS equipment and quantities for each institution shall include, but are not limited to, all of the following minimum requirements:

Contractor shall provide a detailed quote for the quantity of each item listed below:

#### **IWCS Hardware:**

|     | <u>Quantity</u> | <u>Description</u>                         | <u>Unit Price</u> | <u>Total</u> |
|-----|-----------------|--------------------------------------------|-------------------|--------------|
| 1.  | 33              | Server License/Software;                   |                   |              |
| 2.  | 33              | Reporting Services;                        |                   |              |
| 3.  | 33              | Client License;                            |                   |              |
| 4.  | 72              | Rounds Tracker License;                    |                   |              |
| 5.  | 171             | PIPE Touch Button Reader/Data Recorder;    |                   |              |
| 6.  | 171             | Holster with Belt Clip/Accessories;        |                   |              |
| 7.  | 72              | IP Downloader;                             |                   |              |
| 8.  | 1,200           | 5mm touch memory button;                   |                   |              |
| 9.  | 99              | Leather wallet for incident recording; and |                   |              |
| 10. | 6,180           | Prison Proof Metal Wall Mount Button.      |                   |              |

**Professional Services:**

Contractor shall perform all of the following:

1. Set-up servers and databases and train custody and headquarters staff;
2. Set-up approximately two hundred (200) checkpoints, configure IP Downloader(s), set up Rounds Tracker software, and provide training to institutional IT staff, supervisors and officers;
3. Provide support services for a minimum of two (2) years to all thirty-three (33) prisons; and
4. Provide software maintenance for a minimum of two (2) years beyond warranty period.

**Contractor Responsibilities:**

Contractor shall do all of the following:

1. Designate a representative to be responsible for ensuring that the terms, conditions, and provisions of the ensuing Agreement are met;
2. Notify CDCR/CCHCS within five (5) working days of a change in contractor representative;
3. Upon request, provide written updates to CDCR/CCHCS' representative on progress of statewide installation and implementation the IWCS;
  - a. All progress reports shall be provided in electronic format in Microsoft Word;
4. Adhere to and follow department rules, regulations, policies, and procedures that govern contractor personnel;
5. Work with each of the thirty-three (33) prisons' IT and custody staff to ensure their complete understanding of the system, its capabilities, and infrastructure; and
6. Make every effort to minimize the cost of travel by the most direct route when traveling from institution to institution.

**CDCR Responsibilities:**

CDCR shall do all of the following:

1. Designate a CDCR/CCHCS representative/liaison for the ensuing Agreement;
2. Provide contractor with the data necessary to complete the scope of this RFQ;
3. Make CDCR/CCHCS staff available, as needed, to provide support and other assistance; and
4. Be responsible for reviewing and approving the deliverables performed by contractor under the Agreement.

**Installation and Implementation – required for all sites:**

The purpose of this section is to request service quotes for the installation and implementation of the IWCS in a designated area within the institutions.

1. Bidder shall be an authorized dealer and have required training certification for all devices included in the SOW;

- a. A copy of certification must be provided with the bid. Elements of these services shall also include, but are not limited to: project management, planning meetings (e.g. project kick-off and acceptance testing meetings), management information systems, computer science, etc.
2. Contractor will test the equipment to ensure that all components are functioning as specified in the Agreement; and
  - a. Once the equipment is installed, contractor and CDCR/CCHCS staff will verify that all specifications have been satisfactorily completed and a User Acceptance document will be signed.
3. Contractor must delineate the role for each function including the proposed service(s) and itemized cost(s) in response to the Statement of Work.
  - a. Bidder must also include in their quote whether services are provided by bidder or outsourced to a third-party vendor (i.e., subcontractor).

**Software Support – required for all sites:**

1. Software support for the first-year must be in the software cost.
  - a. Software support costs for the second and subsequent years must be quoted on a per-license basis.

**Training – required for all sites:**

The purpose of this section is to specify the minimum training requirements provided by bidder to all designated staff on the IWCS and to request a quote for rendering of services.<sup>1</sup> The training audience shall include information technology (IT) staff, custody supervisors and correctional officers.

1. Contractor will have primary responsibility for training of support, technical and end-user staff, which must include presentation and training materials that can be stored on CDCR's shared drive.
  - a. Training services must occur during system deployment and following the "go-live" of the system.
  - b. Custody staff are the end-users of the IWCS and require training on use of the equipment and downloading of data.
2. CCHCS/CDCR seeks quotes for onsite training following the initial equipment install and supplemental training during major equipment component upgrades.
  - a. Other training options that may be considered include, but not limited to, distance learning, computer-based training, and/or web-based meetings.
3. Bidders training services must include the following minimum requirements:
  - a. Onsite application training per institution for designated staff on IWCS and all components following the initial installation and acceptance testing;
  - b. Onsite training per institution for use of Quality Assurance (QA) and Quality Control (QC) testing, emergency shutdowns, and proper maintenance of imaging plate and CR accessories; and
  - c. Onsite application training per institution for designated staff on IWCS.

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<sup>1</sup> Bidders must include an itemized description and quote for training service(s) to equal a total price.

**Service and Maintenance – required for all sites:**

Along with all hardware and software system requirements, bidder's quote shall also include service repairs, replacement parts (i.e., hardware and software), and preventive maintenance for the IWCS.

The service and maintenance requirements listed below shall apply to all core and peripheral components of the system (e.g. software, hardware, etc.).

1. Services shall include, but are not limited to, all of the following:
  - a. Two (2) year term for Service and Maintenance of IWCS;
    - i. Common replacement parts (e.g., for hardware and software) must be stocked by contractor for a period of two (2) years with a minimum ninety (90) day warranty on all replacement parts;
  - b. The service and maintenance agreement shall also include all parts with labor required for IWCS repairs, configuration requests, software updates, component relocations, and any other requests associated with the system performance;
  - c. Scheduled maintenance for all components of the IWCS (e.g. software, hardware, etc.);
    - i. Minimum maintenance frequency shall be once a year.
  - d. Installation of IWCS software upgrades as new versions become available;
  - e. Provide a hard copy and digital copy of the original IWCS manuals, software CD/DVDs, schematic drawings, and any additional documents;
  - f. For all equipment and peripheral devices that are offline or out of order, service repair (SR) examinations shall be required by contractor within twenty-four (24) hours of initial service request;
    - i. This service may require an on-site visit by contractor to the institution.
  - g. Provide customer support telephone number(s) that are currently in use and staffed twenty-four (24) hours a day, three-hundred sixty-five (365) days per year for service calls initiated by CDCR/CCHCS staff;
  - h. Contractor shall be responsible for all travel related expenses; and
  - i. Provide proof of a Quality Assurance (QA) system for tracking and auditing all service calls initiated by CDCR/CCHCS staff.
    - i. The proposed solution shall generate a tracking number to ensure that services are identified for future audit purposes.

**CDCR/CCHCS Contact Information:**

Any questions or concerns involving this RFQ may be directed to:

Mike Monteverde, Health Program Specialist  
Division of Correctional Health Care Services  
(916) 691-0324 (direct line)  
(916) 691-0537 (facsimile)  
[Mike.Monteverde@cdcr.ca.gov](mailto:Mike.Monteverde@cdcr.ca.gov).

## **BUDGET DETAIL AND PAYMENT PROVISIONS**

### **1. INVOICING AND PAYMENT**

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

California Correctional Health Care Services  
IT Acquisitions  
P.O. Box 588500  
Sacramento, CA 95758  
Attention: Josie Proverbs

- c. Each invoice shall identify the type of goods delivered, type of service, date of service, and the cost as itemized in Exhibit B-1. Invoices shall be on the Contractor's letterhead, and include the Contractor's name, the CDCR contract number, and the invoice total.
- d. When applicable, each invoice shall include copies of the published price list from which replacement parts were ordered and the Contractor's Service Report for the service(s) being invoiced.

### **2. BUDGET CONTINGENCY CLAUSE**

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

### **3. PROMPT PAYMENT CLAUSE**

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

#### **4. SUBCONTRACTORS**

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