



CALIFORNIA CORRECTIONAL HEALTH CARE SERVICES



REQUEST FOR OFFER (RFO) 10853473 Rev01

August 18, 2026

You are invited to review and respond to RFO# 10853473 California Correctional Health Care Services (CCHCS).

By submitting your offer, you agree to comply with the instructions contained in this document as well as the requirements described in the associated Exhibit A – Scope of Work. Please read the enclosed document carefully.

RFOs must be received no later than the date and time specified in Section Key Action Dates. Failure to comply with any of the instructions may cause the offer to be rejected.

Please note that no verbal information given will constitute a binding agreement with CCHCS unless such information is issued in writing as an official addendum.

CCHCS Procurement Official: Kevin Jensen
Phone: 916-691-4820
Email: Kevin.Jensen@cdcr.ca.gov

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I.

Response Guidelines

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

1. Submission of Quotes

The complete RFO package submission must be emailed to Kevin.Jensen@cdcr.ca.gov. The email subject must start with "RFO 10853473". If attachments are too large for a single email, then you may split the response into multiple emails.

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

2. Key Action Dates

Time is of the essence both for the RFO submittal and contract completion. Please take note of the key dates and times shown below:

EVENT		DATE AND TIME
1	Last Day to Submit Questions	All questions regarding the content of this RFO should be submitted in writing electronically to Kevin.Jensen@cdcr.ca.gov . To be considered, questions must be received by 5:00PM PT on 8/25/2026. Questions not submitted as required may not be addressed.
2	Last Day to Respond to Inquiries	5:00PM PT on 8/27/2026
3	Final Date to Submit an RFO Package	5:00PM PT on 9/1/2026

3. RFO Response Requirements and Content

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

- A. Offerors must include all applicable items listed on the **Required Attachments Checklist**. RFO packages that are conditional or fail to submit the required documentation by the date and time shown in the Key Action Dates may cause CCHCS to deem the Offer as non-responsive.
- B. CCHCS will not accept alternate contract language from the Offeror. CCHCS objects to and will not evaluate or consider any additional terms or conditions submitted by an Offeror.

By responding to RFO# 10853473, Offeror agrees to the State's Terms and Conditions. If the Offeror refuses to agree to the State's Terms and Conditions after an award is made, then that refusal could be grounds to rescind the award and award the contract to another Offeror.

- C. Costs incurred for the development of Offers, in anticipation of award, are entirely the responsibility of Offeror and shall not be charged to CCHCS or the State of California.
- D. CCHCS may amend or modify the RFO prior to the Final Date for Offer Submission indicated in the Key Action Dates of this RFO. All modifications and/or amendments to the RFO will be made in writing and released to all parties who received the RFO. Additionally, CCHCS may extend the submission date of the RFO.
- E. Offers submitted as Small Business (SB) and/or Disabled Veteran Business Enterprise (DVBE) must provide and include a SB/DVBE Certification. In accordance with California Government Code Section 14837(d) and California Military and Veterans Code Section 999, all SB and DVBE contractors, subcontractors and suppliers that offer on or participate in a State contract, shall perform a Commercially Useful Function (CUF) and provide a CUF declaration.
- F. CCHCS is not required to make an award under this RFO.

4. Generative Artificial Intelligence (GenAI) Notification Requirements

The State of California seeks to realize the potential benefits of GenAI, through the development and deployment of GenAI tools, while balancing the risks of these new technologies.

Bidder / Offeror must notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term “materially impacts” shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.

Failure to report GenAI to the State may result in disqualification. The State reserves the right to seek any and all relief to which it may be entitled to as a result of such non-disclosure.

Upon notification by a Bidder / Offeror of GenAI as required, the State reserves the right to incorporate GenAI Special Provisions into the final contract or reject bids/offers that present an unacceptable level of risk to the State.

Government Code 11549.64 defines “Generative Artificial Intelligence (GenAI)” as an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system’s training data.

5. Contractor Minimum Qualifications

A. Must currently be in good standing to do business in the State of California.

6. Assessment and Selection Process

All offers are reviewed for Responsiveness and Completeness as defined in the requirements of the RFO. Incomplete offers will not be considered.

The CCHCS Assessment and Selection Team will compare responsive offers based on the “Best Value” methodology, which includes costs as a factor. Best value will be determined based on the criteria listed below:

- Completeness of Offer and adherence to all Administrative Requirements
- Desirable Qualifications
- Cost Worksheet – Exhibit C

Award of a contract resulting from this RFO will be based on a “Best Value” with cost as one of the criteria. CCHCS is not constrained to accept the lowest cost bid and will compare all bids to determine best value, which means the bid that best meets, and potentially exceeds, CCHCS requirements at the most reasonable overall cost.

Administrative Requirements

The Assessment Team reviews the Offers to determine whether all Administrative Requirements were provided. Responsiveness to the requirements in this RFO will be either given a “pass” (e.g., complied with requirements, completed, and returned documents) or “fail” (e.g., did not comply with requirements, did not complete or return documents). Only those Offers that receive a passing score will proceed to the next step.

Desirable Qualifications

Each proposed Contractor that meets a desirable qualification will be scored up to the specific desirable allowable maximum points. If a Contractor does not meet the desirable qualification, the candidate will receive zero (0) points.

- Contractors must provide a copy of a Small Business Certificate from State of California Certification if applicable
- Contractors must provide a copy of a Disabled Veteran Business Enterprise from State of California Certification if applicable

Cost Assessment

Contractors must provide a Cost Worksheet – Exhibit C listing the total price.

Cost Assessment calculated as follows:

Lowest Offered Cost divided by Higher Cost = Cost Ratio
Cost Ratio multiplied by Total Cost Points = Awarded Cost Points

Example:

Lowest Proposed Offer x 90 = Offeror's Points

Vendor's Total Cost

$\frac{\$120}{\$130} \times 90 = 83.07 \text{ points}$

Administrative Requirement	Evaluation Criteria
Attach all applicable documents, complete all exhibits, and compliance with RFO response: 1. Agreement Cover Letter, Attachment 1 2. Bidder's Declaration Form, GSPD-05-105, Attachment 2 3. Disabled Veteran Business Enterprise Declarations, DGS PD 843, Attachment 3 4. Darfur Contracting Act Certification, DGS PD 1, Attachment 4 5. Payee Data Record, STD. 204, Attachment 5 6. Supplement Vendor Payee Data Record, Attachment 6 7. Postconsumer Recycled-Content Certification, Attachment 7 8. Generative Artificial Intelligence Disclosure & Factsheet, AMS 708, Attachment 8	Pass/Fail

Desirable Qualifications	Score Based (10%)
California Certified Small Business (SB) Prime Contractor	5 Points
Disabled Veteran Business Enterprise (DVBE) Contractor	5 Points
Cost Assessment	Score Based (90%)
Cost Worksheet - Exhibit C - Cost Assessment	90 Points

II.

**EXHIBIT A
DETAILED SCOPE OF WORK**

1. INTRODUCTION

Contractor shall provide modified gaming systems, games, and accessories for Mental Health recreational therapy groups. The gaming systems are for use in a Correctional setting and will have the Wi-Fi/networking connection capabilities removed.

2. LOCATION

All items are to be delivered to the following California Correctional Health Care Services (CCHCS) location after completion of required modifications:

**California State Prison, Sacramento
100 Prison Road
Folsom, CA 95671**

3. DELIVERY TIMELINE

Delivery date is thirty (30) days After Receipt of Order (ARO). Additional time may be allotted with coordination and approval from the receiving institution's staff after receiving an order.

4. AMENDMENT

CCHCS reserves the option to amend the Agreement to add additional quantities up to 20% maximum of the original agreement amount consistent with the rates submitted on Exhibit C – Cost Worksheet. The Agreement award is subject to availability of funds approved for this purpose. No amendment or variation of the terms of this Agreement shall be valid unless submitted in writing, and agreed upon by both parties and approved, as required. Products are price protected (fixed prices throughout the enrollment period) at the price identified in the Exhibit C – Rate Sheet.

5. TERMS & CONDITIONS

By signing this Agreement, you agree to the State's Terms and Conditions -

Department of General Services Procurement Division, INFORMATION
TECHNOLOGY - GENERAL PROVISIONS - NON-CLOUD GOODS & SERVICES,
DGS PD 403-ITGP (Non-Cloud), 2/20/2025 is hereby incorporated by reference and can
be viewed at :

<https://www.dgs.ca.gov/-/media/Divisions/PD/Acquisitions/Solicitation-Documents/Attachments/IT-General-Provisions-NonCloud-DGS-PD-403ITGP-Revised-02202025.pdf>

6. SCOPE OF SERVICE

Contractor will provide the products/services and maintenance in Exhibit C, Rate Sheet.

- Hardware disable Wi-Fi functionality for use in Correctional setting
 - Wi-Fi circuitry will be modified to reroute signals on the Wi-Fi Network Interface Card / Integrated Circuit to maintain functionality of system(s)
 - Please note: Disabling the Wi-Fi settings in the system settings **does not** satisfy this requirement
- Bluetooth hardware disabled/removed
- Disable any physical network or phone connection
 - Ex.: RJ45, RJ11, etc (including on the Console Dock if present).
- Game Cartridge Reader hardware disabled, sealed with epoxy
- MicroSD Card(s) to be sealed into Console(s) with epoxy
- Preload games onto the gaming system(s)
 - New Nintendo Account to be created for each Console listed in Exhibit C, Rate Sheet
 - Nintendo Account Email, Username, and Login information will be provided to the delivery institution
 - Games to be loaded onto the system(s) are listed in Exhibit C, Rate Sheet

7. WARRANTY

Warranty mirroring manufacturer warranty will be provided through the Contractor for a minimum of 12 months.

- Contractor shall provide a loaner during repair or maintenance periods expected to last longer than two (2) weeks
 - Loaner devices shall include the same security modifications
 - Loaner devices shall be of a similar Nintendo device, does not need to match original device type
 - Loaner devices do not need to include a MicroSD card
 - Loaner devices shall include a minimum of three (3) games listed as free from the Nintendo eShop with an ESRB rating of E to E10+ that can be loaded onto the internal system storage
 - One (1) loaner devices shall be available per ten (10) consoles
- Troubleshoot, replace, or fix issues that occur with the system(s) in relation to modifications

8. CCHCS Responsibilities

CCHCS shall assume no responsibility for any work commenced by Contractor and will not reimburse Contractor for any work performed prior to approval from the CCHCS Contract Manager or designee.

9. Contact Information:

Should questions or problems arise during the term of this contract, the Contractor should contact the following offices:

California Correctional Health Care Facility (CCHCS)	Contractor
Name: TBD	Name:
Phone: TBD	Phone:
Email: TBD	Email:

III.

Exhibit B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. **Invoicing and Payment**

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates listed below or specified in attachment, Bid/Rate Sheet, which is attached hereto and made a part of this Agreement.
- B. Payment for services performed under the Agreement shall be made in accordance with the State of California's Prompt Payment Act (GC Section 927 et seq.).
- C. Invoices shall include the Agreement Number, sufficient scope and detail to define the actual work performed, *including a description of the activities of the Contractor and Subcontractor, the hours allocated to those activities, the locations where work was performed, the expenses claimed, any required reports*, and shall be submitted not more frequently than monthly in arrears to:

California Department of Corrections and Rehabilitation
Sacramento Accounting Office
Attention: Accounts Payable A
PO Box 187015
Sacramento, CA 95818-7015

The Contractor also has the option to submit invoices electronically to the appropriate email address listed below. The Contractor must use the name on the Agreement and the Agreement on the subject line of the email. The email must include an attached PDF file of the invoices, in accordance with the information above, and must reference the institution acronym and the invoice number. For electronic submission, send invoices to:

APA.invoices@cdcr.ca.gov

2. **Budget Contingency Clause**

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent 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 any fiscal year is reduced or deleted by the Budget Act for purposes of this program, 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**

- A. Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

4. **Travel Reimbursement**

[X] The following does not apply to this Agreement

- A. Pursuant to the terms established in this agreement, travel reimbursement may not exceed the rates, terms, and conditions that apply to comparable State employees, in accordance with travel rules and regulations, as specified in California Code of Regulations, Title 2, Division 1, Chapter 3, and/or regulations of the California Department of Personnel Administration (DPA), specifically Sections 599.619 through 599.631.

5. **Subcontractor**

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

**EXHIBIT C
RATE SHEET**

*Item Numbers below are provided as a reference.
If offering substitute/alternate items, please provide
corresponding updated item numbers

Item	Description	Item Number Reference	Qty	Unit Price	Extended Price
1	Nintendo Switch Lite Console, Yellow - Disable Wi-Fi / Network / Phone connections for use in Correctional setting - Game Cartridge Reader hardware disabled/sealed with epoxy **Pricing to include parts and labor costs for modifications**	HDHSYAZAA / 110678	3		
2	MicroSDXC Card, 512GB MicroSD card sealed into console with epoxy	SDSQUJQ-512G-GZ6MA	3		
3	Game, NBA Basketball 2K26	Digital Download	3		
4	Game, EA Sports FC 26	Digital Download	3		
5	Game, MLB The Show Baseball 26	Digital Download	3		
6	Game, Hades	Digital Download	3		
7	Game, Dead Cells	Digital Download	3		
8	Game, No Man's Sky	Digital Download	3		
9	Game, Hogwarts Legacy	Digital Download	3		
10	Game, Immortals Fenyx Rising	Digital Download	3		
11	Game, Death's Door	Digital Download	3		
12	Game, Mario Kart 8 Deluxe	Digital Download	3		
13	Game, Mario + Rabbid's Kingdom Battle	Digital Download	3		
14	Game, Animal Crossing: New Horizons	Digital Download	3		
Freight (F.O.B.)					
Subtotal (Without Taxes)					

Required Attachments Checklist

Attachment 1	Agreement Cover Letter
Attachment 2	Bidder's Declaration Form, GSPD-05-105
Attachment 3	Disabled Veteran Business Enterprise Declarations, DGS PD 843
Attachment 4	Darfur Contracting Act Certification, DGS PD 1
Attachment 5	Payee Data Record, STD. 204
Attachment 6	Supplement Payee Data Record
Attachment 7	Postconsumer Recycled-Content Certification
Attachment 8	Generative Artificial Intelligence Disclosure & Factsheet, AMS 708

Attachment 1

Agreement Cover Letter

By signing below, with inclusion of the date of signature, the bidder declares that the undersigned complies with the requirements of the solicitation and that the information set forth within is true and correct. This document must be signed and returned along with the entire bid response. An electronic signature is acceptable. An unsigned cover letter will be cause for bid rejection.

The signatory to this letter:

- is authorized to bind the bidding company contractually.
- read and will comply with all solicitation requirements.
- commits to all terms and conditions as required by the solicitation.

RFO ID:	10853473
Bidder Company Name:	
Address:	
City, State & Zip Code:	
Telephone Number:	
Email:	
Seller's Permit#:	
Print Name:	
Title:	
Signature:	
Date:	

Attachment 2

Bidder Declaration, GSPD-05-105

All offerors must complete the **Bidder Declaration, GSPD-05-105**, and include it with their response.

Attachment 3

Disabled Veteran Business Enterprise Declarations, DGS PD 843

An offeror classified as a Disabled Veteran Business Enterprise must submit a signed **Disabled Veteran Business Enterprise Declarations, DGS PD 843**, and include it with their response.

Attachment 4

Darfur Contracting Act Certification, DGS PD 1

All Offerors that have had any business activities or other operations outside of the United States must submit a signed **Darfur Contracting Act Certification, DGS PD 1**.

Attachment 5

Payee Data Record, STD. 204

All offerors must complete the **Payee Data Record, STD. 204**, and include with their response.

Attachment 6

Supplement Payee Data Record

All offerors must complete the **Supplement Payee Data Record**, and include with their response.

Attachment 7

Postconsumer Recycled-Content Certification

All offerors must complete the **Postconsumer Recycled-Content Certification**, and include with their response.

Generative Artificial Intelligence (GenAI) Disclosure & Factsheet

Bidder/Proposer/Offeror Information

Solicitation Number	Bidder ID/Vendor ID (optional)		
Business Name	Business Telephone Number		
Business Address	City	State	Zip Code

GenAI Disclosure & Factsheet

Will you be using or offering GenAI technology, model, or service (collectively, “system”)? ☐ Yes ☐ No (If No, skip to Signature section of this form.)

If yes, provide details regarding the GenAI system”). See *GenAI Disclosure & Factsheet Definitions* at the end of this form for more information.

Failure to disclose GenAI to the State and submit the detailed description may result in disqualification and may void any resulting contract.

1. GenAI Model Name, Version (including number of parameters)	
2. Model Owner	
3. Overview	
4. Purpose	
5. Intended Domain	
6. Model Training Data	
7. Model Information	

8. Input and Outputs	
9. Performance Metrics	
10. Optimal Conditions	
11. Poor Conditions	
12. Bias	
13. Test Data	
14. Risk Categorization for Vendor Solutions (High, Medium, Low)	
15. Ownership of AI system-generated data and/or content (Vendor or Agency)	

Explain below how you are ensuring the GenAI system is not adversely affecting “decisions that materially impact access to, or approval for, housing or accommodations, education, employment, credit, health care, and criminal justice.” (AB 302, Department of Technology: High-Risk automated decision systems: inventory).

Signature

By signing this document, I certify that I have identified and disclosed, if any, all GenAI components in the proposed solution or service.

GenAI Disclosure & Factsheet Definitions

Please use the following definitions to complete the GenAI Disclosure and Factsheet:

1. Model Name, Version & Number of Parameters:

- Definition: The unique identifier or name assigned to the specific GenAI model or service.
- Purpose: Allows users to refer to and distinguish between different GenAI models.

2. Model Owner

- Definition: The name of the organization or entity responsible for creating or deploying the GenAI model or service.
- Importance: Helps identify the source and accountability for the GenAI system.

3. Overview:

- Definition: A concise summary of the GenAI model's purpose, functionality, and key characteristics.
- Role: Provides a high-level understanding for users and stakeholders.

4. Purpose:

- Definition: The intended use or goal of the GenAI model (e.g., image recognition, natural language processing, text summarization).
- Significance: Helps users assess whether the GenAI model aligns with their needs.

5. Intended Domain:

- Definition: The context, subject matter or domain for which the GenAI model is designed to operate effectively.
- Importance: Helps users determine if the GenAI model is suitable for their specific use case.

6. Training Data:

- Definition: Information used to train the GenAI model (e.g., labeled images, text corpora).
- Role: Influences the GenAI model's behavior and performance.

7. Model Information:

- Definition: Details about the architecture, parameters, and configuration of the GenAI model.
- Relevance: Provides insights into how the GenAI model functions.

8. Inputs and Outputs:

- Definition:
 - Inputs: The data or features provided to the model for prediction (e.g., images, text).
 - Outputs: The GenAI model's predictions or results (e.g., class labels, probabilities).
- Understanding: Crucial for integrating the GenAI model into applications.

9. Performance Metrics:

- Definition: Quantitative measures (e.g., accuracy, F1-score) used to evaluate the GenAI model's performance.
- Assessment: Determines how well the GenAI model meets its intended purpose.
- Continuous Monitoring Plan: Establishes a plan for continuous monitoring and evaluation of the GenAI model's performance.

10. Optimal Conditions:

- Definition: The ideal environment or context for the GenAI model to perform optimally.
- Contextual Guidance: Helps users achieve the best results.

11. Poor Conditions:

- Definition: Scenarios or conditions where the GenAI model's performance may degrade.
- Risk Awareness: Alerts users to potential limitations.

12. Bias:

- Definition: Any systematic error or unfairness in the GenAI model's predictions due to biased training data or design.
- Mitigation: Addressing bias is crucial for ethical and unbiased GenAI.

13. Test Data:

- Definition: Independent data used to evaluate the GenAI model's performance after training.
- Validation: Ensures the GenAI model generalizes well to unseen examples.