

**REQUEST FOR PROPOSAL (RFP)**

**Mental Health Student Services Act**

**Statewide Technical Assistance Coordinator (STAC)**

**RFP MHSSA-STAC**

September 23, 2024

Mental Health Services

Oversight and Accountability Commission

1812 9th Street

Sacramento, CA 95811

<https://www.mhsoac.ca.gov>

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## INTRODUCTION

The Mental Health Services Oversight and Accountability Commission (Commission) oversees grant funding under the Mental Health Student Services Act (MHSSA) at Welfare and Institutions Code Section 5886. The MHSSA provides funding for partnerships between behavioral health departments, county offices of education, school districts, and charter schools to implement school-based mental health programs to support student wellbeing.

Technical Coaching Teams

At its regular meeting on March 23, 2023 (Agenda Item 6) the Commission approved two procurements for MHSSA:

1. A series of Technical Coaching Team (TCT) grants funded at a total of $6.2M in four areas: Data Collection, Partnership Development, Sustainability and Program Implementation. These grantees must input information and materials into a web-based information hub (Web HUB); create tool kits, attend Learning Collaborative meetings, and perform related tasks. The TCT grantees must perform specific tasks. a. These grants provide for a Technical Assistance consultant “to be retained by the Commission” which will be the STAC. b. Data collection and reporting is required in each of these grants, and WestEd is identified as the Data Consultant. [Note: WestEd is retained under a separate agreement (22MHSSA025).] The TCT grants have a 48-month term through May 2028.
2. A Statewide Technical Assistance Coordinator (STAC) to provide Technical Assistance for the TCT grants, and to all MHSSA grantees statewide, funded at $2,000,000 over four years, which is the subject of this RFP. It is understood that Technical Assistance includes Project Management as clarified in the TCT grants. This Contract term is upon execution through June 2028.

MHSSA Round 4

At its regular meeting on February 21, 2024 (Agenda Item 10) the Commission approved its fourth round of MHSSA grant funding (MHSSA Round 4) in the amount of $25M to be awarded through a Request for Applications. This release resulted in MHSSA Round 4 funding to a total of 51 MHSSA grants in four areas: Category 1. Marginalized and Vulnerable Youth, Category 2. Universal Screening, Category 3. Sustainability and Category 4. Other Priorities. Each Round 4 grant has specific deliverables and the STAC will be expected to provide focused technical assistance for these Categories, as explained further in Section 6. Scope of Work.

These grants provided for a Technical Assistance consultant “to be retained by the Commission” which will be the STAC. Data collection/reporting is required in each of these grants, and WestEd is identified as the Data Consultant.

## PURPOSE

The purpose of this RFP is to coordinate the technical assistance and project management activities for the TCT grantees and all MHSSA grantees, on a statewide basis. Specifically, the STAC will create and operate the Web HUB as identified in the Introduction above. Overall, the STAC will provide project management and technical assistance with related deliverables as outlined herein. This RFP will identify an organization to play a vital role in establishing a strong foundation and long-range vision for statewide school-based mental health capacity building for many years to come.

## BACKGROUND

The Commission recognizes that the effects of mental health crises are evident on school campuses and that reaching pupils in the school setting is practical for a first point of contact for mental, behavioral, and substance use disorder services for youth. Schools provide an opportunity for early identification and early intervention to address behavioral health issues that can undermine learning and health development. The Legislature passed and the Governor signed the 2019 Budget Bill, Senate Bill 75, which included the Mental Health Student Services Act to establish and strengthen mental health partnerships between City/County Mental Health or Behavioral Health Departments and educational entities. The grants incentivize partnerships who deliver school based mental health services to students and their families, conduct outreach to identify early signs of unmet mental health needs from becoming severe and disabling. To date, there have been four MHSSA grant rounds that have awarded a total of $280 million to 57 counties.

## KEY ACTION DATES

Key actions, including dates and times for this RFP, are presented in the chart below. An addendum to this RFP will be released if any of these dates change.

**Table 4-1: Key Action Dates**

|  |  |
| --- | --- |
| **Action** | **Action Date & Time** |
| RFP Release | 09/23/2024 |
| Deadline for Written Questions | 09/30/2024 |
| Distribute Responses to Questions | 10/07/2024 |
| Deadline to Submit Proposals | 11/01/2024 by 12:00 pm (pacific) |
| Notice of Intent to Award\* | 11/25/2024 |
| Anticipated Contract Start Date\* | 01/01/2025 |

*\* Dates after Deadline to Submit Proposals are estimates and may be changed by the Commission without the issuance of an addendum.*

1. **RFP RELEASE**

The RFP will be posted on the Commission’s website at: [www.mhsoac.ca.gov](http://www.mhsoac.ca.gov).

1. **DEADLINE FOR WRITTEN QUESTIONS**

All questions must be submitted directly to the Commission via email to: [procurements@mhsoac.ca.gov](mailto:procurements@mhsoac.ca.gov) by the deadline listed in Table 4-1 above and must include in the Subject Line: **RFP MHSSA-STAC**. Use Attachment 18, Questions Template, to submit questions. At its discretion, the Commission reserves the right to contact candidates to seek clarification of any inquiry received.

1. **DISTRIBUTE QUESTIONS AND RESPONSES**

All questions submitted in writing will be answered in writing by the Commission. The questions and answers will be posted on the Commission’s website ([www.mhsoac.ca.gov](http://www.mhsoac.ca.gov)) by the deadline listed in Table 4-1 above.

The Commission may change the RFP as a result of the Question/Response process, in the form of an Addendum. Please note that oral information to or from the Commission will not be binding unless it is confirmed in writing.

1. **DEADLINE TO SUBMIT PROPOSALS**

Proposals must be submitted electronically to the Commission, via e-mail, to: [procurements@mhsoac.ca.gov](mailto:procurements@mhsoac.ca.gov) by the deadline listed in Table 4-1 above and must include in the Subject Line: **RFP MHSSA-STAC**.

1. **NOTICE OF INTENT TO AWARD**

The Notice of Intent to Award will be posted on the Commission’s website ([www.mhsoac.ca.gov](http://www.mhsoac.ca.gov)) by the date listed in Table 4-1 above.

## CONTRACT TERM AND FUNDING

Following the award, the Proposer will be required to enter into a written Contract with the Commission. (See Sample Contract at Appendix 1.)

The term of this Contract is upon execution through June 30, 2028.

Funding is capped at two million dollars ($2,000,000.00). If additional funds become available, the Commission, at its sole discretion, reserves the right to add all or some of said funds to this Contract. In the alternative, the Commission reserves the right, at its sole discretion, to use all or some of said funds to award a separate but related contract to the next highest-scoring proposal; or, to otherwise expend all or some of said funds in support of the Purpose set forth herein.

1. **AWARD PROCEDURES**

An award, if made, will go to the highest scoring Proposal. A maximum of one (1) award will be made. If there are two or more Proposals with the same total score, the tie will be broken by a coin toss administered by the Commission.

Prior to awarding the Contract, a Notice of Intent to Award will be posted on Commission’s website ([www.mhsoac.ca.gov](http://www.mhsoac.ca.gov)) for a period of no less than five (5) working days.

1. **CONTRACT PERFORMANCE**

Performance means the satisfactory completion and receipt of each deliverable under the due dates set forth in Exhibit B. Payment Detail. Contract performance and payment will also be governed by Exhibit C: General Terms and Conditions.

Note: Final deliverables must be submitted by March 31, 2028.

## SCOPE OF WORK

The Contractor will act as statewide technical assistance coordinator and provide technical assistance for all MHSSA grantees, in collaboration with the Commission and Technical Coaching Teams (TCTs). The Contractor will also create and operate a Web HUB.

1. **DEVELOP Technical Assistance plan**

The Contractor shall submit a Technical Assistance Plan (TA Plan) for review and approval by the Commission within the first sixty (60) days of the Contract term. The TA Plan must be developed in collaboration with the Commission.

In addition, the TA Plan shall include a needs assessment, and a strategy to leverage the expertise and resources available from grantees and experts in the field of school-based mental health services delivery.

In collaboration with the Commission and the TCT grantees, the Contractor shall develop a Schedule as part of the TA Plan. This Schedule must be designed as a flexible resource to identify training, education, support, and other activities as they are identified throughout the term of this Contract.

The TA Plan shall also be designed to assist MHSSA Round 4 grantees, and all MHSSA grantees statewide, in posting data and information into the Web HUB. This will include all original materials delivered under the four MHSSA Round 4 Categories identified in the Introduction, above.

The TA Plan shall include focused strategies for managing and overseeing the TCT grantees and MHSSA Round 4 grantees in regard to specific deliverables. In particular:

1. **TCT Grantees**

The TA Plan shall be designed to assist TCT grantees and MHSSA grantees overall in the development of data and information in five program areas: (1) Partnership Development, (2) Data Collection, (3) Program Implementation and (4) Sustainability, and (5) Workforce Development and retaining staff. This technical assistance must include the identification of barriers to service delivery, and potential solutions.

1. **Round 4 Grantees**

The Contractor shall also provide focused technical assistance to Round 4 grantees under two of the four Categories, as outlined below:

*Category 2: Universal Screening*

Establish a Local Planning Team that reflects the school community to explore opportunities for Universal Screening in their local K-12 school districts. The Local Planning Team will conduct a robust planning process to include:

* 1. An ecological/needs assessment and asset mapping to ensure alignment with school goals and capacities.
  2. Identifying the goals and objectives, needs, assets and challenges related to implementing universal screening.
  3. Selection and description of an appropriate, technically adequate, and usable screening tool.
  4. Seeking buy-in from students and their parents/caregivers.

Develop, implement and test a Universal Screening Plan to include:

* + 1. Results from the local planning process.
    2. Description of how Universal Screening will be conducted
    3. Description of how Universal Screening will be connected to interventions

*Category 3: Sustainability*

The TA Plan shall be designed to coordinate and consolidate data, information and other outcomes between the TCT program area on Sustainability and MHSSA Round 4 Category 3: Sustainability. The purpose of this work is to develop a methodology for funding that will sustain school-based mental health service delivery on a statewide basis.

1. **CONDUCT LANDSCAPE ANALYSIS**

The Contractor shall conduct a Landscape Analysis of all literature and written resource material available in the field of school-based mental health service delivery consistent with the Purpose of this RFP; and post same to the Web HUB to the extent it is not copyright protected. This Analysis shall begin within the first sixty (60) days of the Contract term, once the TA Plan is approved, and continue throughout the term.

The first analysis is due within 6 months of contract execution. Payments will be made every 6 months based on the completed activity.

1. **CREATE WEB HUB**

The Contractor shall create and maintain a centralized webpage for the Web HUB where users can access a variety of technical assistance resources and information. The Web HUB must be designed as a main resource and repository for comprehensive school mental health information across the State. The Web HUB must allow for content from other web-based Hubs already maintained by each TCT grantee, and any other interested MHSSA grantee or partner.

Note: The Web HUB and all posted content under this Contract shall be owned by the Commission. See Exhibit C. Copyright.

The Contractor will be responsible for uploading content to the Web HUB. All potential content must be submitted to the Contractor for uploading to the Web HUB.

The Contractor shall begin to upload information as identified in the Landscape Analysis as soon as the Web HUB has been created and continue to do so throughout the term of this Contract.

The Contractor shall maintain the Web HUB throughout the term of this Contract and assist the Commission and grantees in establishing a maintenance protocol going forward.

The active Web HUB is due within 6 months of contract execution. Payments will be made every 6 months based on the completed activity

1. **CREATING MATERIALS**

The Contractor shall assist TCT grantees in creating the Tool Kits, training materials, written surveys and any other original works identified as deliverables under each of these four grants.

The Contractor shall assist TCT grantees in developing customized educational and training materials that meet the Commission’s Branding Guidelines.

The Contractor shall assist the TCT grantees in developing a cohesive and comprehensive guide to developing, implementing and sustaining school mental health service delivery during the term of this Contract and going forward.

The Contractor will ensure that these materials are posted to the Web HUB in addition to any other information.

1. **LEARNING COLLABORATIVES**

The Contractor will lead the statewide and/or regional technical assistance Learning Collaboratives for all interested MHSSA grantees. These are held on a quarterly basis in collaboration with the TCT grantees and the Commission. The Contractor must include a strategy for leading these Learning Collaboratives under the TA Plan

1. **CONDUCT STATEWIDE CONFERENCE.**

The Contractor, in collaboration with the Commission and TCT grantees, shall organize and conduct a Statewide Conference for all MHSSA grantees by the end of Calendar Year 2027. This Conference shall be an opportunity to provide training, facilitate partnerships, and promote information sharing for all MHSSA grantees. This Conference shall be organized for in-person participation at a physical venue, with linkage for remote participation.

Note: All costs associated with hosting the Statewide Conference shall be borne by the Contractor.

1. **STATEWIDE GUIDANCE AND SUPPORT**
2. **COLLABORATION**

In collaboration with the Commission and TCT grantees, the Contractor shall provide guidance and support at the State level for stronger alignment across school mental health technical assistance providers and initiatives and the development of school mental health standards and metrics.

1. TA Alignment. The Contractor shall engage state-and local-level school mental health technical assistance providers to explore opportunities for a coordinated Statewide School Mental Health TA approach.
2. Statewide Standards and Metrics. In collaboration with the Commission, the Contractor will support and assist WestEd in its role as Evaluation Consultant under the TCT and MHSSA Round 4 grants. In particular, the STAC will assist with community engagement as needed to propose, develop, and/or implement school mental health standards. The long-term goal for developing standards is to establish metrics to build and support comprehensive school mental health systems in every California K-12 school.
3. **REGULAR COMMUNICATION AND MEETINGS**

Effective implementation of this contract will require regular communication and meetings, between the Contractor, the Commission Staff and the TCT grantees.

* 1. Kick-Off Meeting within the first 30 days of the contract.
  2. Contract Meetings on a monthly basis.
  3. Collaboration Meetings on a quarterly basis.
  4. Other Interactions with the Commission as needed.

1. **DATA REPORTING**

The Contractor shall provide data to the Commission consistent with the specifications and timelines defined by the Commission. This data shall be collected and reported using a data reporting tool provided by the Commission. The parties understand that this tool may be updated throughout the term of this Agreement to reflect findings and recommendations in the forthcoming WestEd MHSSA Evaluation Plan.

1. **REPORT SUBMISSION**

The Contractor shall provide the following reports, with due dates to be clarified between the parties in Exhibit B: Fiscal Detail. All Reports shall be submitted in draft for review and approval by the Commission, prior to the final submission.

* 1. Semi-Annual Report to be submitted at the end of each six-month period of the Contract.
  2. Summary of Statewide Conference outcomes to be submitted within 30 days of the Conference for review and approval by the Commission.
  3. Final Report to be submitted for review and approval by the Commission by March 31, 2028.

## INFORMATION REQUIRED IN THE PROPOSAL

The following information is required for all Proposals. Attachments are provided to respond to all of the requirements. The fields are expandable. Proposers must provide a response to all requirements. Responses should be succinct and to the point of responding to the requirement. There are no additional points for the length of a response. If there is a requirement that a Proposer deems “Not Applicable,” the Proposer must respond that the requirement is “Not Applicable” and provide a reason to support the statement.

1. **PROPOSAL COVER SHEET (ATTACHMENT 1)**
   1. Enter the Proposer’s Name and other requested information.
   2. Provide the signature of someone authorized by the organization to enter into a contract. Electronic signatures are accepted.
   3. Provide a Program Coordinator contact designated to receive all communications.
2. **MINIMUM QUALIFICATIONS (ATTACHMENT 2)**

Each of the minimum qualifications below must be met by the Proposer. The Proposer must include documentation and reference the documentation within the proposal that verifies each qualification. The purpose of establishing these minimum qualifications is to ensure that the entities submitting a proposal have adequate experience and capacity to perform the duties as outlined in the RFP.

* 1. Has at least two (2) years of experience providing statewide technical assistance in California on school-based mental health to Local government entities and/or school districts/schools.
     1. Provide references to support the number of years of statewide experience.
     2. Since this is a Statewide experience requirement, years of experience and references cannot be limited to the geographic region in which the Proposer maintains its headquarters office.
  2. If the Proposer is a County Behavioral Health, County Office of Education, or a school district/school, provide the full legal name.
  3. For all others,

Evidence that Proposer is registered to do business in California. The support can be provided with a copy or screen shot of your California Secretary of State certification showing an “Active Status”. This can be found at <https://bizfileonline.sos.ca.gov/search/business>

1. **DESIRABLE QUALIFICATIONS (ATTACHMENT 3, 3-1 and 3-2)**
2. Additional years of experience beyond the two (2) years required in the Minimum Qualifications, providing statewide technical assistance in California on school-based mental health to Local government entities or school districts/schools.
   * 1. State the number of years of experience beyond the two (2) years required in the Minimum Qualifications.
     2. Provide references (Attachment 3-1) to support the number of years of statewide experience. List each reference and the number of unique/non-overlapping years to support the response to B.1.a.
     3. Since this is a Statewide experience requirement, years of experience and references cannot be from the county in which the Proposer resides.
3. Additional years of experience providing statewide technical assistance in states outside of California on school-based mental health to Local government entities or school districts/schools.
   * 1. State the number of years of experience outside of California.
     2. Provide references (Attachment 3-2) to support the number of years of statewide experience outside of California. List each reference and the number of unique/non-overlapping years to support the response to B.2.a.
4. **PROPOSER BACKGROUND (ATTACHMENT 4)**

Provide a response to the following:

1. Describe your organization’s expertise relative to school-based mental health programs.
   1. In California.
   2. Outside of California.
2. Describe your experience with project management and coordination relative to statewide school-based mental health programs or similar programs.
   1. In California.
   2. Outside of California.
3. How does your organization determine where service gaps may exist for the population that is served?
4. What does your organization measure and/or what type of data is collected to determine the effectiveness of the approach?
5. What methods or approaches does your organization use to evaluate existing mental health programs and/or state policies?
6. **PROPOSED PROGRAM PLAN/STRATEGY (ATTACHMENT 5)**
7. Provide a program plan/strategy for managing and coordinating the work of the TCTs that meets the goals of this RFP.
8. Provide a detailed list of activities/tasks and milestones that will occur as part of this strategy plan.
9. Provide a high-level timeline of when the specific activities will occur and the estimated completion date.
10. Explain why this approach is the best approach in meeting the needs of the TCTs.
11. What specific needs will be addressed?
12. How was it determined that these are the needs that need to be addressed?
13. What is expected to be achieved from the plan?
14. How will the success and effectiveness of your plan be measured?
15. What metrics will be captured to support the success and effectiveness of your plan?
16. List the proposed staff that will be responsible for this project and provide the following information:
    1. Staff Name.
    2. Title/Classification.
    3. Number of years with your organization.
    4. Role/responsibility on this project.
    5. Include a resume.
17. **WEB HUB (ATTACHMENT 6)**
18. Provide a proposal that addresses the following:
    1. Based on your understanding and experience, define the goal and objective of the Centralized Webpage and Information Hub.
    2. Explain how the webpage will meet the goals of the RFP.
    3. Identify the target users of the webpage and information hub.
    4. Describe the information that should be available on the webpage, including how the information will be collected.
    5. Provide a plan for creating and publishing the webpage, including tasks, milestones, and high-level timeline.
    6. Provide a visual mock-up of the proposed webpage.
       1. This can be done through screen prints.
    7. Explain where the webpage will be located/hosted given that at the end of the contract the contents of the webpage will become the property of the Commission.
    8. Note. The final webpage design/content will be agreed upon between the Contractor and the Commission.
19. **STATEWIDE CONFERENCE EVENT (ATTACHMENT 7)**

For the Statewide Conference, the Proposer shall provide the following information:

1. Provide a narrative describing the proposed event.
2. Describe your understanding of the goal for this event.
3. Provide a proposed plan including tasks, activities and milestones that are needed to successfully conduct this event (provide as much detail as possible).
4. Provide a high-level timeline of when the specific planning activities will occur and the estimated completion date.
5. Event Details
   1. Proposed Date
      1. Explain why the proposed date was chosen.
   2. Proposed Location
      1. Explain why the proposed location was chosen.
   3. Proposed Activities
      1. List and describe the proposed activities.
      2. Explain why each activity is being proposed.
      3. Identify the goal or outcome for each activity.
   4. Proposed Attendance - MHSSA Grantees
      1. Provide the number of MHSSA Grantees that will attend this event.
      2. Explain/provide support for how proposed attendance numbers were determined.
   5. Proposed Attendance - Individuals
      1. Provide the number of individuals that will attend this event.
      2. Explain/provide support for how proposed attendance numbers were determined.
6. **COST SHEET (ATTACHMENT 8 and 8-1)**
7. Proposer is required to present a Cost Sheet (Attachment 9) that identifies how all of the funds will be spent in completing the goals and objectives of this RFP. Refer to Cost Sheet Instructions (Attachment 9-2 to complete the budget.
8. At a minimum, the proposed budget shall identify the following line items and the cost for each:
   1. Each proposed deliverable, including but not limited to:
      1. Technical Assistance Plan
      2. Landscape Analysis
      3. Web HUB
      4. Statewide Conference
      5. Semi-Annual Report
      6. Final Report
      7. Collaboration Meetings
   2. Additional fully defined proposed tasks, activities and/or deliverables may be included but are subject to the approval of the Commission as part of the executed contract.
   3. If staff are hired, their costs should be allocated to each of the above line items in proportion to their work on those activities.
   4. Proposer is required to propose annual costs for the three-year term of this agreement. Costs for Year 1 cannot exceed $650,000 to ensure costs are not front-loaded in this agreement.
9. In addition, complete the Cost Sheet Narrative (Attachment 9-1) for each deliverable identified on the Cost sheet. Describe, in detail, what is included with the deliverable and/or services provided.
10. The Commission reserves the right to negotiate the final allocation of costs for the proposed Activities/Deliverables before contract execution if the Commission determines that they are not reasonable or consistent with the Commission’s allocation of funds from the State budget.
11. **REFERENCES (ATTACHMENT 9 and 10)**
12. The Proposer is required to provide three (3) References as follows:
    1. Two (2) references shall be from School-Based Mental Health organizations for which the Proposer has worked with in providing technical assistance.
    2. One (1) reference shall be from the Grantor of funds used to pay the proposer to provide technical assistance services.
    3. All References shall be from activities performed within the last three (3) years.
    4. References cannot be from the same person or entity or from the county the proposer is from.
13. **BIDDER DECLARATION (GSPD-05-105) ATTACHMENT (ATTACHMENT 11)**
14. The Bidder Declaration form (GSPD-05-105) is a required submittal. It is available at the following website: <https://www.documents.dgs.ca.gov/dgs/fmc/gs/pd/gspd05-105.pdf>. This document will be used to identify all ors in the proposal.
15. **CONTRACTOR CERTIFICATIONS CLAUSES (CCC-307) (ATTACHMENT 12)**
    1. Required certification to enter into a contract with the State.
16. **DARFUR CONTRACTING ACT CERTIFICATIONS (ATTACHMENT 13)**
17. Effective January 1, 2009, Public Contract Code sections 10475, et. seq.; Stats. 2008, Ch. 272, requires that all solicitations must address the requirements of the Darfur Contracting Act of 2008 (Act). (Public Contract Code sections 10475, et seq.; Stats. 2008, Ch. 272). The Act was passed by the California Legislature and signed into law by the Governor to preclude State agencies generally from contracting with “scrutinized” companies that do business in the African nation of Sudan (of which the Darfur region is a part), for the reasons described in Public Contract Code section 10475.
18. A scrutinized company is a company doing business in Sudan as defined in Public Contract Code section 10476. Scrutinized companies are ineligible to, and cannot, bid on or submit a Proposal for a contract with a State agency for goods or services. (Public Contract Code section 10477(a)).
19. Therefore, Public Contract Code section 10478 (a) requires a company that currently has (or within the previous three years has had) business activities or other operations outside of the United States to certify that it is not a “scrutinized” company when it submits a bid or Proposal to a State agency. (See option #1 on ATTACHMENT 14).
20. A scrutinized company may still, however, submit a bid or Proposal for a contract with a State agency for goods or services if the company first obtains permission from the Department of General Services according to the criteria set forth in Public Contract Code section 10477(b). (See option #2 on ATTACHMENT 14).
21. **PAYEE DATA RECORD (STD 204) (ATTACHMENT 14)**
22. The Payee Data Record (STD 204) is required to receive a payment from the State of California and is completed in lieu of an IRS W-9 or W-7. The information provided is used to populate the check (warrant) when payments are made. In addition, the information is used for California state agencies to prepare Information Returns (Form 1099)
23. **GENERATIVE ARTIFICIAL INTELLIGENCE (GENAI) (ATTACHMENT 15)**
24. 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.
25. Bidder / Offeror / Contractor must notify the State in writing if their solution or service includes, or makes available, any GenAI, including GenAI from third parties or subcontractors.
26. The State has developed a [GenAI Reporting and Factsheet](https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.documents.dgs.ca.gov%2Fdgs%2Ffmc%2Fpdf%2Fstd1000.pdf&data=05%7C02%7Cgregg.fukuhara%40mhsoac.ca.gov%7Ce114841b3fd6459b5c0f08dc9a05798c%7C8ad5ab38563f410fb00eadbad5ebca9b%7C0%7C0%7C638554595532953940%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C&sdata=GTeKzrWx3dFRnqvOrVJkYz5DfuxRmy%2Bn8DGnawyw%2Foc%3D&reserved=0) (STD 1000) to be completed by the Bidder / Offeror / Contractor.
27. Failure to submit the GenAI Reporting and Factsheet (STD 1000) will result in disqualification of the Bidder / Offeror / Contractor.
28. Failure to report GenAI to the State may void any resulting contract. The State reserves its right to seek any and all relief it may be entitled to as a result of such non-disclosure.
29. Upon receipt of a Bidder / Offeror / Contractor GenAI Reporting and Factsheet (STD 1000), 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.

## PROPOSER INSTRUCTIONS

## PROPOSER ADMONISHMENT

This solicitation will follow an approach designed to increase the likelihood that proposers have a full understanding of the requirements before attempting to develop their proposal.

It is the proposer’s responsibility to:

* + - 1. Carefully read the entire solicitation,
      2. Ask appropriate questions in a timely manner, if clarification is necessary,
      3. Submit all required responses by the deadlines,
      4. Make sure that all procedures and requirements of the solicitation are accurately followed and appropriately addressed, and
      5. Carefully re-read the entire solicitation before submitting an application.

Proposals are to be prepared in such a way as to provide a straightforward, concise explanation of capabilities to satisfy the requirements of this RFP. Colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.

Proposers are encouraged to submit their proposal in either a Word format or a searchable PDF format. Proposers are responsible for ensuring all pages, attachments and signatures are included in the proposal. In addition, Proposer is responsible for ensuring all pages on the Proposal are legible.

Proposals must comply with all RFP requirements. Before submitting a response to this RFP, Proposers should review the Proposal, correct all errors, and confirm compliance with the RFP requirements. Not complying with the RFP requirements is cause for a Proposal to be rejected. The Commission reserves the right to contact a proposer about any errors and/or omissions in the Proposal.

## WRITTEN QUESTIONS

Written questions must be submitted by email to [procurements@mhsoac.ca.gov](mailto:procurements@mhsoac.ca.gov), using ATTACHMENT 18, Questions Template. Email subject line shall be **RFP MHSSA-STAC**. Only questions submitted in writing and answered in writing by the Commission shall be binding and official. All written questions submitted by the deadline, specified in the Key Action Dates (Table 4-1), will be responded to by the Commission. At its discretion, the Commission reserves the right to contact a proposer to seek clarification of any inquiry received.

Any changes to the RFP will be made in the form of an addendum. Please note that no verbal information given will be binding upon the Commission unless such information is confirmed in writing.

The Commission’s website ([www.mhsoac.ca.gov](http://www.mhsoac.ca.gov)) will be the official means to communicate with prospective proposers. Information and ongoing communications for this solicitation will be posted on the website.

## SOLICITATION DOCUMENT

This solicitation document includes, in addition to an explanation of the Commission’s requirements which must be met, instructions which prescribe the format and content of bids to be submitted and the model of the contract to be executed between the Commission and the successful proposer.

If a proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in this solicitation document, the proposer shall immediately notify the Commission by email at procurements@mhsoac.ca.gov of such error in writing and request clarification or modification of the document.

If the solicitation document contains an error known to the proposer, or an error that reasonably should have been known, the proposer shall bid at its own risk. If the proposer fails to notify the Commission of the error prior to the date fixed for submission of bids, and is awarded the contract, the proposer shall not be entitled to additional compensation or time by reason of the error or its later correction.

* 1. **CONFIDENTIALITY**

Proposer’s material becomes public only after the Notice of Intent to Award is released. If material marked “confidential,” “proprietary,” or “trade secret” is requested pursuant to the California Public Records Act, Government Code Section 6250 et seq., the Commission will independently assess whether it is exempt from disclosure.

The Proposer should be aware that marking a document “confidential” or “proprietary” in a bid may exclude it from consideration for award and will not keep that document from being released after Notice of Intent to Award as part of the public record.

* 1. **ADDENDA**

The Commission may modify the solicitation prior to contract award by issuance of an addendum. The addendum will be published on the Commission’s website.

* 1. **RFP CANCELLATION**

If it is in the State’s best interest, the Commission reserves the right to do any of the following:

1. Cancel this RFP;
2. Amend this RFP as needed; or
3. Reject any or all Proposals received in response to this RFP.
   1. **PROPOSER’S COST**

Costs for developing the proposal is the responsibility entirely of the proposer and shall not be chargeable to the Commission.

* 1. **SIGNATURE OF BID (PROPOSAL)**

A cover letter (which shall be considered an integral part of the proposal), and any bid form requiring signature, must be signed by an individual who is authorized to bind the bidding organization contractually. Electronic signatures will be accepted for the submission of an application. The signature block must indicate the title or position that the individual holds in the bidding organization. An unsigned proposal may be rejected.

* 1. **FALSE OR MISLEADING STATEMENTS**

Proposals which contain false or misleading statements may be rejected. If, in the opinion of the Commission, such information was intended to mislead the Commission in its scoring of the bid, and the attribute, condition, or capability is a requirement of this solicitation document, it will be the basis for rejection of the proposal.

* 1. **DISPOSITION OF PROPOSALS**

All materials submitted in response to this solicitation will become the property of the State of California and will be returned only at the Commission’s option and at the proposer’s request. A copy of the proposal shall be retained for official files and will become a public record after the Notice of Intent to Award is posted. However, materials the Commission considered as confidential information will be returned upon request of the proposer.

* 1. **MODIFYING OR WITHDRAWAL OF PROPOSAL**

A Proposer may, by letter to the Procurement Official, withdraw or modify a submitted Proposal before the deadline to submit Proposals. Proposals cannot be changed after the deadline to submit.

* 1. **IMMATERIAL DEFECT**

The Commission may waive any immaterial defect or deviation contained in a Proposer’s Proposal. The Commission’s waiver shall in no way modify the Proposal or excuse the successful Proposer from full compliance.

* 1. **PROTEST**

This RFP is solicited in accordance with the Welfare and Institutions Code Section 5897(f) which exempts the Commission from the Public Contract Code and the State Administrative Manual and the Department of General Services approval. Therefore, the provisions to protest the award of a contract under this RFP shall be as stated below.

There is no basis for protest if the Commission rejects all proposals based on the best interest of the State or if the Commission cancels the RFP. Only a Proposer who submitted a proposal to this RFP may protest the award of a contract under this RFP.

An Intent to Protest letter from a Proposer must be received at the following address no later than 3:00pm (Pacific Time) five (5) working days from the date of the posting of Notice of Intent to Award. The only acceptable delivery method for Intent to Protest letter is by a postal service (United States Post Office, Federal Express, etc.). The Intent to Protest letter cannot be hand delivered by the Proposer, faxed, or sent by electronic mail. Any Intent to Protest letter received without an original signature and/or by a delivery method other than a postal service will not be considered.

Include the following label information and deliver your Intent to Protest, in a sealed envelope:

Proposer Name

Street Address

City, State, Zip Code

INTENT TO PROTEST

RFP MHSSA-STAC

Tom Orrock

Mental Health Services Oversight & Accountability Commission

1812 9th Street, Sacramento, California 95811

Within five (5) working days from the date the Commission receives the Intent to Protest letter, the protesting Proposer must file with the Commission at the above address a Letter of Protest detailing the grounds for the protest. The only acceptable delivery method for the Letter of Protest is by a postal service (United States Post Office, Federal Express, etc.). The Letter of Protest cannot be hand delivered by the Proposer, faxed or sent by electronic mail. Any Letter of Protest received without an original signature and/or by a delivery method other than a postal service will not be considered.

The Letter of Protest must describe the factors that support the protesting Proposer’s claim that the protesting Proposer would have been awarded the contract had the Commission correctly applied the prescribed evaluation rating standards in the RFP or if the Commission had followed the evaluation and scoring methods in the RFP. The Letter of Protest must identify specific information in the Proposal that the Proposer believes was overlooked or misinterpreted. The Letter of Protest may not provide any additional information that was not included in the original Proposal. The Letter of Protest cannot protest the scoring of another Proposer’s proposal.

If a Letter of Protest is filed, the contract shall not be awarded until the Commission has reviewed and resolved the protest.

The Executive Director of the Commission, or designee, will render a decision in writing to the Protest and the decision will be considered final. The written decision will be sent to the protesting Proposer via a postal service.

## SUBMISSION INSTRUCTIONS

This section contains the format requirements and instructions on how to submit a proposal. The format is prescribed to assist the proposer in meeting State bidding requirements and to enable the Commission to evaluate each proposal uniformly and fairly. Proposer must follow all proposal format instructions, answer all questions, and supply all required documents.

1. **REQUIRED DOCUMENTS**

Proposals must include all required attachments organized in the following order:

|  |
| --- |
| Attachment 1: Proposal Cover Sheet |
| Attachment 2: Minimum Qualifications |
| Attachment 3: Desired Qualifications |
| Attachment 3-1: References (California Experience) |
| Attachment 3-2: References (Outside California Experience) |
| Attachment 4: Proposer Background |
| Attachment 5: Proposed Program Plan/Strategy |
| Attachment 6: Web HUB |
| Attachment 7: Statewide Conference Event |
| Attachment 8: Cost Sheet |
| Attachment 8-1: Cost Sheet Narrative |
| Attachment 9: References (Technical Assistance) |
| Attachment 10: References (Grantor) |
| Attachment 11: Bidder Declaration (GSPD-05-105) |
| Attachment 12: Contractor Certification Clauses (CCC-307) |
| Attachment 13: Darfur Contracting Act Certification (if applicable) |
| Attachment 14: Payee Data Record (STD 204) |
| Attachment 15: Generative Artificial Intelligence (GenAI) |
| Attachment 16: Final Submission Checklist |

Proposals that do not include all of the above listed items, including proper signatures when required, shall be deemed non-compliant. ***A non-compliant proposal is one that does not meet the basic proposal requirements and may be rejected***.

1. **REQUIRED PROPOSAL FORMAT**

Proposals must be submitted electronically to:

[procurements@mhsoac.ca.gov](mailto:procurements@mhsoac.ca.gov)  
Subject Line: **RFP MHSSA-STAC**

Proposals may be submitted in either Word or PDF format. If submitting in PDF format, a readable PDF format is preferable. Proposals should have a Table of Contents and page numbers on each page. Proposals must comply with all RFP requirements. Before submitting a response to this RFP, Proposers should review the application, correct all errors, and confirm compliance with the RFP requirements. Not complying with all of the RFP requirements is cause for a proposal to be rejected.

Due to file size restrictions, please ensure the Proposal does not exceed 25mb in size. If it does, please consider reducing the size of the file, while still maintaining the integrity of the contents, or sending multiple files to complete your submission. If submitting multiple files, all files must be received by the date and time listed on the Key Action Dates in Table 4-1. It is recommended that Proposer submit a follow-up email to ensure the Commission has received the complete Proposal submission.

1. **LATE SUBMISSIONS**

Late proposals will not be accepted. Proposers assume all risk of late submission. Proposals received after the deadline will be rejected without review. Incomplete submissions may also be rejected without review.

## SCORING PROCESS

The following information is required for all Proposals.

1. **PROPOSAL SCORING**

Proposals will be evaluated and scored based on their response to the information requested in this RFP. All elements of the RFP require a response unless otherwise indicated. Evaluation will be conducted based on consensus scoring of the Evaluation Panel. The entire procurement process, from issuance of the RFP to the receipt of proposals, and scoring of the proposals until completion of the competitive process, with the issuance of the Notice of Intent to Award is confidential. All Proposals and the final evaluation and scoring sheet will be considered public documents upon completion of the competitive process and the issuance of the Notice of Intent to Award.

Proposals will be evaluated as follows:

#### Administrative Review

Initially, each Proposal will be reviewed by the Commission for the presence of all required documents as listed in Section 7. In addition, the Proposal Cover Sheet (Attachment 1) and the Minimum Requirements (Attachment 2) will be reviewed for completeness. The review will be scored on a pass/fail basis. Those Proposals that pass the Administrative Review move on to the Technical Review. Those Proposals that do not meet the requirements of Administrative Review will be deemed non-compliant and will not be eligible to receive an award.

#### Technical Review

Each Proposal will be evaluated and scored based on the Proposer’s response to each requirement. The Evaluation will be based on meeting all aspects of the following requirements:

* Attachment 3, 3-1, and 3-2: Desirable Qualifications
* Attachment 4: Proposer Background
* Attachment 5: Proposer Program Plan/Strategy
* Attachment 6: Web HUB
* Attachment 7: Statewide Conference Event
* Attachment 8 and 8-1: Cost Sheet and Narrative
* Attachment 9: Reference (Technical Assistance)
* Attachment 10: Reference (Grantor)

**Total Points Available:**

|  |  |  |
| --- | --- | --- |
| **No.** | **Requirement** | **Points Available** |
| 1 | Administrative Review | Pass/Fail |
| 2 | Desirable Qualifications | 1,000 |
| 3 | Proposer Background | 1,100 |
| 4 | Proposed Program Plan/Strategy | 2,100 |
| 5 | Web HUB | 1,200 |
| 6 | Statewide Conference Event | 1,600 |
| 7 | Cost Sheet | 2,000 |
| 8 | References | 1,200 |
| **9** | **Total Evaluation Points** | **10,200** |

**Evaluation Criteria**

The following criteria will be used, where applicable:

|  |  |  |
| --- | --- | --- |
| **No.** | **Criteria** | **Definition** |
| 1 | Clarity | The ease at which the information presented is understood. |
| 2 | Reasonableness | The reasonableness of the information presented being accomplished successfully and is in alignment with the requirement. |
| 3 | Completeness | The thoroughness of a response in addressing a requirement. |
| 4 | Alignment with current functions being performed by Proposer. | Focus is on activities that have proven successful in the past for the organization. |

**Scoring**

|  |  |  |  |
| --- | --- | --- | --- |
| **Minimally addresses the requirement** (25% or less) | **Partially meets the requirement** (Less than 50%) | **Partially meets the requirement** (More than 50%) | **Fully meets the requirement** (At least 90%) |
| 1 | 2 | 3 | 5 |

Each Evaluation Criteria used will be given a score of 1, 3, or 5. Scores will be converted to points. Multiple Evaluation Criteria may be used for each requirement. See Evaluation Scoring Detail.

**Evaluation Scoring Detail**

|  |  |  |
| --- | --- | --- |
| **No.** | **Requirement\*** | **Points Available** |
| **DESIRABLE QUALIFICATIONS** | |  |
| C.1. | Additional years of experience beyond the two (2) years required in the Minimum Qualifications, providing statewide technical assistance in California on school-based mental health to Local government entities or school districts/schools.  *Scoring Criteria: Number of fully supported years beyond the two (2) required in the Minimum Qualifications (Max 500 points available. (50 points for each year that has reference support and is not from the proposer's county)* | 500 |
| C.2. | Additional years of experience providing statewide technical assistance in states outside of California on school-based mental health to Local government entities or school districts/schools.  *Scoring Criteria: Number of fully supported years (Max 500 points available. (100 points for each year that has reference support)* | 500 |
| **PROPOSER BACKGROUND** | |  |
| D.1.a. | Describe your organization’s expertise relative to school-based mental health programs, in California.  *Scoring Criteria: Clarity and Reasonableness (Max 200 points available. Calculated: Clarity and Reasonableness are worth 5 points each. Score will be multiplied by 20 to award max points)* | 200 |
| D.1.b. | Describe your organization’s expertise relative to school-based mental health programs, outside of California.  *Scoring Criteria: Clarity and Reasonableness (Max 200 points available. Calculated: Clarity and Reasonableness are worth 5 points each. Score will be multiplied by 20 to award max points)* | 200 |
| D.2.a. | Describe your experience with project management and coordination relative to statewide school-based mental health programs or similar programs, in California  *Scoring Criteria: Clarity and Reasonableness (Max 200 points available. Calculated: Clarity and Reasonableness are worth 5 points each. Score will be multiplied by 20 to award max points)* | 200 |
| D.2.b. | Describe your experience with project management and coordination relative to statewide school-based mental health programs or similar programs, outside of California  *Scoring Criteria: Clarity and Reasonableness (Max 200 points available. Calculated: Clarity and Reasonableness are worth 5 points each. Score will be multiplied by 20 to award max points)* | 200 |
| D.3. | How does your organization determine where service gaps may exist for the Population that is served?  *Scoring Criteria: Clarity and Reasonableness (Max 100 points available. Calculated: Clarity and Reasonableness are worth 5 points each. Score will be multiplied by 10 to award max points)* | 100 |
| D.4. | What does your organization measure and/or what type of data is collected to determine the effectiveness of the approach?  *Scoring Criteria: Clarity and Reasonableness (Max 100 points available. Calculated: Clarity and Reasonableness are worth 5 points each. Score will be multiplied by 10 to award max points)* | 100 |
| D.5. | What methods or approaches does your organization use to evaluate existing mental health programs and/or state policies?  *Scoring Criteria: Clarity and Reasonableness (Max 100 points available. Calculated: Clarity and Reasonableness are worth 5 points each. Score will be multiplied by 10 to award max points)* | 100 |
| **PROPOSED PROGRAM PLAN/STRATEGY** | |  |
| E.1. | Provide a program plan/strategy for managing and coordinating the work of the TCTs that meets the goals of this RFP.  *Scoring Criteria: Clarity, Reasonableness, Completeness, and Alignment. (Max 400 points available. Calculated: Clarity, Reasonableness, Completeness, and Alignment are worth 5 points each. Score will be multiplied by 20 to award max points)* | 400 |
| E.2. | Provide a detailed list of activities/tasks and milestones that will occur as part of this strategy plan.  *Scoring Criteria: Clarity, Reasonableness, Completeness, and Alignment. (Max 200 points available. Calculated: Clarity, Reasonableness, Completeness, and Alignment are worth 5 points each. Score will be multiplied by 10 to award max points)* | 200 |
| E.3. | Provide a high-level timeline of when the specific activities will occur and the estimated completion date.  *Scoring Criteria: Clarity, Reasonableness, Completeness, and Alignment. (Max 100 points available. Calculated: Clarity, Reasonableness, Completeness, and Alignment are worth 5 points each. Score will be multiplied by 5 to award max points)* | 100 |
| E.4 | Explain why this approach is the best approach in meeting the needs of the TCTs.  *Scoring Criteria: Clarity, Reasonableness, Completeness, and Alignment. (Max 200 points available. Calculated: Clarity, Reasonableness, Completeness, and Alignment are worth 5 points each. Score will be multiplied by 10 to award max points)* | 200 |
| E.5. | What specific needs will be addressed?  *Scoring Criteria: Clarity, Reasonableness, Completeness, and Alignment. (Max 100 points available. Calculated: Clarity, Reasonableness, Completeness, and Alignment are worth 5 points each. Score will be multiplied by 5 to award max points)* | 100 |
| E.6. | How was it determined that these are the needs that need to be addressed?  *Scoring Criteria: Clarity, Reasonableness, Completeness, and Alignment. (Max 200 points available. Calculated: Clarity, Reasonableness, Completeness, and Alignment are worth 5 points each. Score will be multiplied by 10 to award max points)* | 200 |
| E.7. | What is expected to be achieved from the plan?  *Scoring Criteria: Clarity, Reasonableness, Completeness, and Alignment. (Max 200 points available. Calculated: Clarity, Reasonableness, Completeness, and Alignment are worth 5 points each. Score will be multiplied by 10 to award max points)* | 200 |
| E.8. | How will the success and effectiveness of your plan be measured?  *Scoring Criteria: Clarity, Reasonableness, Completeness, and Alignment. (Max 100 points available. Calculated: Clarity, Reasonableness, Completeness, and Alignment are worth 5 points each. Score will be multiplied by 5 to award max points)* | 100 |
| E.9. | What metrics will be captured to support the success and effectiveness of your plan?  *Scoring Criteria: Clarity, Reasonableness, Completeness, and Alignment. (Max 100 points available. Calculated: Clarity, Reasonableness, Completeness, and Alignment are worth 5 points each. Score will be multiplied by 5 to award max points)* | 100 |
| E.10. | List the proposed staff that will be responsible for this project and provide the following information:   * 1. Staff Name.   2. Title/Classification.   3. Number of years with your organization.   4. Role/responsibility on this project.   5. Include a resume.   *Scoring Criteria: Clarity, Reasonableness, Completeness, and Alignment. (Max 500 points available. Calculated: Clarity, Reasonableness, Completeness, and Alignment are worth 5 points each. Score will be multiplied by 25 to award max points)* | 500 |
| **WEB HUB** | |  |
| F.1. | Provide a proposal that addresses the following: |  |
| F.1.a. | Based on your understanding and experience, define the goal and objective of the Centralized Webpage and Information Hub.  *Scoring Criteria: Clarity, Reasonableness, Completeness, and Alignment. (Max 200 points available. Calculated: Clarity, Reasonableness, Completeness, and Alignment are worth 5 points each. Score will be multiplied by 10 to award max points)* | 200 |
| F.1.b. | Explain how the webpage will meet the goals of the RFP.  *Scoring Criteria: Clarity, Reasonableness, Completeness, and Alignment. (Max 100 points available. Calculated: Clarity, Reasonableness, Completeness, and Alignment are worth 5 points each. Score will be multiplied by 5 to award max points)* | 100 |
| F.1.c. | Identify the target users of the webpage and information hub.  *Scoring Criteria: Clarity, Reasonableness, Completeness, and Alignment. (Max 100 points available. Calculated: Clarity, Reasonableness, Completeness, and Alignment are worth 5 points each. Score will be multiplied by 5 to award max points)* | 100 |
| F.1.d. | Describe the information that should be available on the webpage, including how the information will be collected.  *Scoring Criteria: Clarity, Reasonableness, Completeness, and Alignment. (Max 200 points available. Calculated: Clarity, Reasonableness, Completeness, and Alignment are worth 5 points each. Score will be multiplied by 10 to award max points)* | 200 |
| F.1.e. | Provide a plan for creating and publishing the webpage, including tasks, milestones, and high-level timeline.  *Scoring Criteria: Clarity, Reasonableness, Completeness, and Alignment. (Max 300 points available. Calculated: Clarity, Reasonableness, Completeness, and Alignment are worth 5 points each. Score will be multiplied by 15 to award max points)* | 300 |
| F.1.f. | Provide a visual mock-up of the proposed webpage.  *Scoring Criteria: Clarity, Reasonableness, Completeness, and Alignment. (Max 200 points available. Calculated: Clarity, Reasonableness, Completeness, and Alignment are worth 5 points each. Score will be multiplied by 10 to award max points)* | 200 |
| F.1.g. | Explain where the webpage will be located/hosted given that at the end of the contract the contents of the webpage will become the property of the Commission.  *Scoring Criteria: Clarity, Reasonableness, Completeness, and Alignment. (Max 100 points available. Calculated: Clarity, Reasonableness, Completeness, and Alignment are worth 5 points each. Score will be multiplied by 5 to award max points)* | 100 |
| **STATEWIDE CONFERENCE EVENT** | |  |
|  | For the Statewide Conference, the Proposer shall provide the following information: |  |
| G.1. | Provide a narrative describing the proposed event.  *Scoring Criteria: Clarity, Reasonableness, Completeness, and Alignment. (Max 100 points available. Calculated: Clarity, Reasonableness, Completeness, and Alignment are worth 5 points each. Score will be multiplied by 5 to award max points)* | 100 |
| G.2. | Describe your understanding of the goal for this event.  *Scoring Criteria: Clarity, Reasonableness, Completeness, and Alignment. (Max 100 points available. Calculated: Clarity, Reasonableness, Completeness, and Alignment are worth 5 points each. Score will be multiplied by 5 to award max points)* | 100 |
| G.3. | Provide a proposed plan including tasks, activities and milestones that are needed to successfully conduct this event (provide as much detail as possible).  *Scoring Criteria: Clarity, Reasonableness, Completeness, and Alignment. (Max 300 points available. Calculated: Clarity, Reasonableness, Completeness, and Alignment are worth 5 points each. Score will be multiplied by 15 to award max points)* | 300 |
| G.4. | Provide a high-level timeline of when the specific planning activities will occur and the estimated completion date.  *Scoring Criteria: Clarity, Reasonableness, Completeness, and Alignment. (Max 100 points available. Calculated: Clarity, Reasonableness, Completeness, and Alignment are worth 5 points each. Score will be multiplied by 5 to award max points)* | 100 |
| G.5. | Event Details |  |
| G.5.a. | Proposed Date.  *Scoring Criteria: Clarity and Reasonableness. (Max 20 points available. Calculated: Clarity and Reasonableness are worth 5 points each. Score will be multiplied by 2 to award max points)* | 20 |
| G.5.a.1) | Explain why the proposed date was chosen.  *Scoring Criteria: Clarity and Reasonableness. (Max 30 points available. Calculated: Clarity and Reasonableness are worth 5 points each. Score will be multiplied by 3 to award max points)* | 30 |
| G.5.b. | Proposed Location.  *Scoring Criteria: Clarity and Reasonableness. (Max 20 points available. Calculated: Clarity and Reasonableness are worth 5 points each. Score will be multiplied by 2 to award max points)* | 20 |
| G.5.b.1) | Explain why the proposed location was chosen.  *Scoring Criteria: Clarity and Reasonableness. (Max 30 points available. Calculated: Clarity and Reasonableness are worth 5 points each. Score will be multiplied by 3 to award max points)* | 30 |
| G.5.c. | Proposed Activities |  |
| G.5.c.1) | List and describe the proposed activities.  *Scoring Criteria: Clarity, Reasonableness, Completeness, and Alignment. (Max 100 points available. Calculated: Clarity, Reasonableness, Completeness, and Alignment are worth 5 points each. Score will be multiplied by 5 to award max points)* | 100 |
| G.5.c.2) | Explain why each activity is being proposed.  *Scoring Criteria: Clarity, Reasonableness, Completeness, and Alignment. (Max 100 points available. Calculated: Clarity, Reasonableness, Completeness, and Alignment are worth 5 points each. Score will be multiplied by 5 to award max points)* | 100 |
| G.5.c.3) | Identify the goal or outcome for each activity.  *Scoring Criteria: Clarity, Reasonableness, Completeness, and Alignment. (Max 100 points available. Calculated: Clarity, Reasonableness, Completeness, and Alignment are worth 5 points each. Score will be multiplied by 5 to award max points)* | 100 |
| G.5.d. | Proposed Attendance - MHSSA Grantees |  |
| G.5.d.1) | Provide the number of MHSSA Grantees that will attend this event.  *Scoring Criteria: Clarity. (Max 20 points available. Calculated: Clarity is worth 5 points each. Score will be multiplied by 4 to award max points)* | 20 |
| G.5.d.2) | Explain/provide support for how proposed attendance numbers were determined.  *Scoring Criteria: Reasonableness. (Max 30 points available. Calculated: Reasonableness is worth 5 points. Score will be multiplied by 6 to award max points)* | 30 |
| Calculation | *(Max 200 points available. Calculated: (Ratio of the number of MHSSA Grantees that will attend this event / Proposer with the highest number of MHSSA Grantees that will attend this event) x (score from G.5.d.2) / total points available for G.5.d.2)) x 200* | 200 |
| G.5.e. | Proposed Attendance Numbers (Individuals) |  |
| G.5.e.1) | Provide the number of Individuals that will attend this event.  *Scoring Criteria: Clarity. (Max 20 points available. Calculated: Clarity is worth 5 points each. Score will be multiplied by 4 to award max points)* | 20 |
| G.5.e.2) | Explain/provide support for how proposed attendance numbers were determined.  *Scoring Criteria: Reasonableness. (Max 30 points available. Calculated: Reasonableness is worth 5 points. Score will be multiplied by 6 to award max points)* | 30 |
| Calculation | *(Max 300 points available. Calculated: (Ratio of the number of* Individuals that will attend this event */ Proposer with the highest number* Individuals that will attend this event*) x (score from G.5.e.2) / total points available for G.5.e.2)) x 300* | 300 |
| **COST SHEET** | |  |
| H. | Cost Sheet and Cost Sheet Narrative  *Scoring Criteria: Clarity, Reasonableness, and Completeness. (Max 2000 points available. Calculated: Clarity, Reasonableness, and Completeness are worth 5 points each. Score will be multiplied by 133.3 to award max points)* | 2,000 |
| **REFERENCES** | |  |
| I.1. | The Proposer is required to provide three (3) References as follows: |  |
| I.1.a. | Two (2) references shall be from School-Based Mental Health organizations for which the Proposer has worked with in providing technical assistance.  *Scoring Criteria: Actual Reference Scores. (Max 400 points per reference, 800 total points. Calculated: Each reference is worth 25 points. Each reference score will be multiplied by 16 to award max points)* | 800 |
| I.1.b. | One (1) reference shall be from the Grantor of funds used to pay the proposer to provide technical assistance services.  *Scoring Criteria: Actual Reference Scores. (Max 400 points. Calculated: Reference is worth 25 points. Reference score will be multiplied by 16 to award max points)* | 400 |
|  | References cannot be from the same person or entity or from the county the proposer is from. |  |
|  | |  |
| **TOTAL EVALUATION POINTS** | | **10,200** |

**\*** The requirements stated in the scoring table may not reflect the full actual requirement being scored. The information presented here is for reference only. Refer to actual requirements in Section 7.

NOTE – Cost is not a factor in the evaluation of these proposals as the full amount of funds available will be disbursed to the winning proposal.

## ATTACHMENT 1: PROPOSAL COVER SHEET

Provide the information below.

|  |  |
| --- | --- |
| Proposer Name | |
|  | |
| Proposer Address and Telephone Number | |
|  | |
| Name of Authorized Signor (Print) | |
|  | |
| Signature of Authorized Signor | Date |
|  |  |

I HEREBY CERTIFY under penalty of perjury that I have the authority to sign this proposal on behalf of the named Proposer above and that all information provided in this proposal is true and accurate.

I further understand and agree to accept and comply with all the requirements in the RFP and related documents. In addition, if there is any false information in the proposal that it is grounds for the proposal to be rejected, and if any false information comes to light after contract award, that it is grounds for the contract to be terminated immediately.

Program Coordinator Contact Information

|  |  |
| --- | --- |
| Name: |  |
| Title: |  |
| Email: |  |
| Phone Number: |  |

## ATTACHMENT 2: MINIMUM QUALIFICATIONS

Provide a response and support for the following minimum qualifications of the Proposer:

|  |  |  |
| --- | --- | --- |
| B.1. | Has at least two (2) years of experience providing statewide technical assistance in California on school-based mental health to Local government entities and/or school districts/schools.   1. Provide references to support the number of years of statewide experience. 2. Since this is a Statewide experience requirement, years of experience and references cannot be from the county in which the Proposer resides. | |
| Reference  *(Reference Name and location in the proposal for the reference)* | Number of years |
| 1 |  |
| 2 |  |
| 3 |  |
| B.2. | If the proposer is a County Behavioral Health, County Office of Education, or a school district/school, provide the full legal name. | |
|  | |
| B.3. | For all others,   * 1. Evidence that Proposer is registered to do business in California. The support can be provided with a copy or screen shot of your California Secretary of State certification showing an “Active Status”. This can be found at <https://bizfileonline.sos.ca.gov/search/business> | |
| *Reference the location in the proposal where the support is located* | |
|  | | |

## 

## ATTACHMENT 3: DESIRED QUALIFICATIONS

Provide a response and support for the following desirable qualifications of the Proposer:

|  |  |  |
| --- | --- | --- |
| C.1. | Additional years of experience beyond the two (2) years required in the Minimum Qualifications, providing statewide technical assistance in California on school-based mental health to Local government entities or school districts/schools.   1. State the number of years of experience beyond the two (2) years required in the Minimum Qualifications. | |
|  | |
| 1. Provide references (Attachment 3-1) to support the number of years of statewide experience. List each reference and the number of unique/non-overlapping years to support the response to B.1.a. | |
| Reference | Number of years |
| 1 |  |
| 2 |  |
| 3 |  |
| 4 |  |
| 5 |  |
| C.2. | Additional years of experience providing statewide technical assistance in states outside of California on school-based mental health to Local government entities or school districts/schools.   1. State the number of years of experience outside of California. | |
|  | |
| 1. Provide references (Attachment 3-2) to support the number of years of statewide experience outside of California. List each reference and the number of unique/non-overlapping years to support the response to B.2.a. | |
| Reference | Number of years |
| 1 |  |
| 2 |  |
| 3 |  |
| 4 |  |
| 5 |  |
|  | | |

## ATTACHMENT 3-1: REFERENCES (CALIFORNIA EXPERIENCE)

|  |  |
| --- | --- |
| Reference for: |  |

|  |  |
| --- | --- |
| **Organization Name:** |  |
| **Time Period the Reference Covers:** |  |
| **Description of Service Provided:**  (Must be related to providing statewide technical assistance in California on school-based mental health to Local government entities or school districts/schools) |  |
| **Reference Contact Name and Title:** |  |
| **Reference Contact Phone Number:** |  |
| **Reference Contact E Mail Address:** |  |
| **Reference Address:** |  |

|  |  |  |
| --- | --- | --- |
|  |  |  |
| **Reference Signature** |  | **Date** |

## ATTACHMENT 3-2: REFERENCES (OUTSIDE CALIFORNIA EXPERIENCE)

|  |  |
| --- | --- |
| Reference for: |  |

|  |  |
| --- | --- |
| **Organization Name:** |  |
| **Time Period the Reference Covers:** |  |
| **Description of Service Provided:**  (Must be related to providing statewide technical assistance in states outside of California on school-based mental health to Local government entities or school districts/schools) |  |
| **Reference Contact Name and Title:** |  |
| **Reference Contact Phone Number:** |  |
| **Reference Contact E Mail Address:** |  |
| **Reference Address:** |  |

|  |  |  |
| --- | --- | --- |
|  |  |  |
| **Reference Signature** |  | **Date** |

## ATTACHMENT 4: PROPOSER BACKGROUND

Provide a response to the following:

|  |  |
| --- | --- |
| D.1.a. | Describe your organization’s expertise relative to school-based mental health programs.  In California. |
|  |
| D.1.b. | Describe your organization’s expertise relative to school-based mental health programs.  Outside of California. |
|  |
| D.2.a. | Describe your experience with project management and coordination relative to statewide school-based mental health programs or similar programs.  In California. |
|  |
| D.2.b. | Describe your experience with project management and coordination relative to statewide school-based mental health programs or similar programs.  Outside of California. |
|  |
| D.3. | How does your organization determine where service gaps may exist for the Population that is served? |
|  |
| D.4. | What does your organization measure and/or what type of data is collected to determine the effectiveness of the approach? |
|  |
| D.5. | What methods or approaches does your organization use to evaluate existing mental health programs and/or state policies? |
|  |
|  | |

## ATTACHMENT 5: PROPOSED PROGRAM PLAN/STRATEGY

|  |  |  |
| --- | --- | --- |
| E.1. | Provide a program plan/strategy for managing and coordinating the work of the TCTs that meets the goals of this RFP. | |
|  | |
| E.2. | Provide a detailed list of activities/tasks and milestones that will occur as part of this strategy plan. | |
|  | |
| E.3. | Provide a high-level timeline of when the specific activities will occur and the estimated completion date. | |
|  | |
| E.4 | Explain why this approach is the best approach in meeting the needs of the TCTs. | |
|  | |
| E.5. | What specific needs will be addressed? | |
|  | |
| E.6. | How was it determined that these are the needs that need to be addressed | |
|  | |
| E.7. | What is expected to be achieved from the plan? | |
|  | |
| E.8. | How will the success and effectiveness of your plan be measured | |
|  | |
| E.9. | What metrics will be captured to support the success and effectiveness of your plan? | |
|  | |
| E.10. | List the proposed staff that will be responsible for this project and provide the following information:   1. Staff Name. 2. Title/Classification. 3. Number of years with your organization. 4. Role/responsibility on this project. 5. Include a resume. | |
| 1. | Staff Name:  Title/Classification:  Number of years with your organization:  Role/responsibility on this project:  Include a resume (reference where the resume is located): |
| 2. | Staff Name:  Title/Classification:  Number of years with your organization:  Role/responsibility on this project:  Include a resume (reference where the resume is located): |
| 3. | Staff Name:  Title/Classification:  Number of years with your organization:  Role/responsibility on this project:  Include a resume (reference where the resume is located): |
| 4. | Staff Name:  Title/Classification:  Number of years with your organization:  Role/responsibility on this project:  Include a resume (reference where the resume is located): |
| 5. | Staff Name:  Title/Classification:  Number of years with your organization:  Role/responsibility on this project:  Include a resume (reference where the resume is located): |
| 6. | Staff Name:  Title/Classification:  Number of years with your organization:  Role/responsibility on this project:  Include a resume (reference where the resume is located): |
| 7. | Staff Name:  Title/Classification:  Number of years with your organization:  Role/responsibility on this project:  Include a resume (reference where the resume is located): |
|  | *(Add lines as need)* | |

## ATTACHMENT 6 WEB HUB

|  |  |
| --- | --- |
| F.1. | Provide a proposal that addresses the following: |
| F.1.a. | Based on your understanding and experience, define the goal and objective of the Centralized Webpage and Information Hub. |
|  |
| F.1.b. | Explain how the webpage will meet the goals of the RFP. |
|  |
| F.1.c. | Identify the target users of the webpage and information hub. |
|  |
| F.1.d. | Describe the information that should be available on the webpage, including how the information will be collected. |
|  |
| F.1.e. | Provide a plan for creating and publishing the webpage, including tasks, milestones, and high-level timeline. |
|  |
| F.1.f. | Provide a visual mock-up of the proposed webpage. This can be done through screen prints.  *(Include here or reference the location in the proposal)* |
|  |
| F.1.g. | Explain where the webpage will be located/hosted given that at the end of the contract the contents of the webpage will become the property of the Commission. |
|  |
|  | |

## ATTACHMENT 7: STATEWIDE CONFERENCE EVENT

For the Statewide Conference, the Proposer shall provide the following information:

|  |  |  |
| --- | --- | --- |
| G.1. | Provide a narrative describing the proposed event | |
|  | |
| G.2. | Describe your understanding of the goal for this event. | |
|  | |
| G.3 | Provide a proposed plan including tasks, activities and milestones that are needed to successfully conduct this event (provide as much detail as possible). | |
|  | |
| G.4. | Provide a high-level timeline of when the specific planning activities will occur and the estimated completion date. | |
|  | |
| G.5. | Event Details | |
| G.5.a. | Proposed Date. | |
|  | |
| G.5.a.1) | Explain why the proposed date was chosen | |
|  | |
| G.5.b. | Proposed Location | |
|  | |
| G.5.b.1) | Explain why the proposed location was chosen | |
| G.5.c. | Proposed Activities | |
| G.5.c.1) | List and describe the proposed activities. | |
|  | |
| G.5.c.2) | Explain why each activity is being proposed. | |
|  | |
| G.5.c.3) | Identify the goal or outcome for each activity. | |
|  | |
| G.5.d. | Proposed Attendance - MHSSA Grantees | |
| G.5.d.1) | Provide the number of MHSSA Grantees that will attend this event. | |
|  | |
| G.5.d.2) | Explain/provide support for how proposed attendance numbers were determined. | |
|  | |
| G.5.e. | Proposed Attendance Numbers (Individuals) | |
| G.5.e.1) | Provide the number of Individuals that will attend this event. | |
|  | |
| G.5.e.2) | Explain/provide support for how proposed attendance numbers were determined. | |
|  | |
|  | |

## ATTACHMENT 8: COST SHEET

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Proposer Name:** | | | | |
| **No.** | **Deliverable** | **Year 1** | **Year 2** | **Year 3** |
| 1 | *Technical Assistance Plan* | $ | $ | $ |
| 2 | *Monthly Contract Meetings – M1* | $ | $ | $ |
| 3 | *Monthly Contract Meetings – M2* | $ | $ | $ |
| 4 | *Monthly Contract Meetings – M3* | $ | $ | $ |
| 5 | *Monthly Contract Meetings – M4* | $ | $ | $ |
| 6 | *Monthly Contract Meetings – M5* | $ | $ | $ |
| 7 | *Monthly Contract Meetings – M6* | $ | $ | $ |
| 8 | *Monthly Contract Meetings – M7* | $ | $ | $ |
| 9 | *Monthly Contract Meetings – M8* | $ | $ | $ |
| 10 | *Monthly Contract Meetings – M9* | $ | $ | $ |
| 11 | *Monthly Contract Meetings – M10* | $ | $ | $ |
| 12 | *Monthly Contract Meetings – M11* | $ | $ | $ |
| 13 | *Monthly Contract Meetings – M12* | $ | $ | $ |
| 14 | *Quarterly Collaboration Meetings – Q1* | $ | $ | $ |
| 15 | *Quarterly Collaboration Meetings – Q2* | $ | $ | $ |
| 16 | *Quarterly Collaboration Meetings – Q3* | $ | $ | $ |
| 17 | *Quarterly Collaboration Meetings – Q4* | $ | $ | $ |
| 18 | *Semi-Annual Report – 1* | $ | $ | $ |
| 19 | *Semi-Annual Report – 2* | $ | $ | $ |
| 20 | *Final Report* |  |  | $ |
| 21 | *Statewide Conference Event* |  |  | $ |
| 22 | *Web HUB (1st 6 months)* | $ | $ | $ |
| 23 | *Web HUB (2nd 6 months)* | $ | $ | $ |
| 24 | *Landscape Analysis (1st 6 months)* | $ | $ | $ |
| 25 | *Landscape Analysis (2nd 6 months)* | $ | $ | $ |
| 26 | *(Add lines as needed for additional proposed deliverables)* | $ | $ | $ |
|  |  |  |  |  |
|  | Yearly Total Cost | $ | $ | $ |
|  | Total Cost for All Years |  |  | $ |

*This is a sample of the deliverables. Add lines and descriptions as needed.*

## ATTACHMENT 8-1: COST SHEET NARRATIVE

For each deliverable listed on the Cost Sheet, enter a description of what is included with the deliverable. Provide as much detail as possible

|  |  |  |
| --- | --- | --- |
| **Proposer Name:** | | |
| **No.** | **Deliverable** |  |
| 1 | *Technical Assistance Plan* |  |
| 2 | *Monthly Contract Meetings – M1* |  |
| 3 | *Monthly Contract Meetings – M2* |  |
| 4 | *Monthly Contract Meetings – M3* |  |
| 5 | *Monthly Contract Meetings – M4* |  |
| 6 | *Monthly Contract Meetings – M5* |  |
| 7 | *Monthly Contract Meetings – M6* |  |
| 8 | *Monthly Contract Meetings – M7* |  |
| 9 | *Monthly Contract Meetings – M8* |  |
| 10 | *Monthly Contract Meetings – M9* |  |
| 11 | *Monthly Contract Meetings – M10* |  |
| 12 | *Monthly Contract Meetings – M11* |  |
| 13 | *Monthly Contract Meetings – M12* |  |
| 14 | *Quarterly Collaboration Meetings – Q1* |  |
| 15 | *Quarterly Collaboration Meetings – Q2* |  |
| 16 | *Quarterly Collaboration Meetings – Q3* |  |
| 17 | *Quarterly Collaboration Meetings – Q4* |  |
| 18 | *Semi-Annual Report - 1* |  |
| 19 | *Semi-Annual Report -* |  |
| 20 | *Final Report* |  |
| 21 | *Statewide Conference Event* |  |
| 22 | *Web HUB (1st 6 months)* |  |
| 23 | *Web HUB (2nd 6 months)* |  |
| 24 | *Landscape Analysis (1st 6 months)* |  |
| 25 | *Landscape Analysis (2nd 6 months)* |  |
| 26 | *(Add lines as needed for additional proposed deliverables)* |  |
|  |  |  |

## ATTACHMENT 8-2: COST SHEET INSTRUCTIONS

The following are the instructions for completing Cost Sheet (ATTACHMENT 8) and Cost Sheet Narrative (ATTACHMENT 8-1)

**COST SHEET**

* + - 1. List each Proposed Activity/Deliverable under the Requirements column and enter the proposed cost in the Year column when the Activity/Deliverables will be completed.
         1. Activity/Deliverable names should match the names/titles in the proposal.
         2. If an Activity/Deliverable will only occur in one Year, include the cost for that Year only. Leave the other Years blank.
         3. If an Activity/Deliverable will occur in multiple Years, include the costs in each Year in which it will occur.
         4. Costs shall be in whole dollars. Do not propose costs in cents.
         5. Add lines as needed to ensure all proposed Activities/Deliverables are listed.
      2. At a minimum, the proposed budget shall identify the following line items and the cost for each Deliverable:
         1. Technical Assistance Plan
         2. Monthly Contract Meetings
         3. Quarterly Collaboration Meetings
         4. Quarterly Report
         5. Annual Report
         6. Web HUB
         7. Landscape Analysis
         8. Additional fully defined proposed tasks, activities and/or deliverables may be included but are subject to the approval of the Commission as part of the executed contract
      3. Yearly Total Cost (Annual Cost)
         1. The total cost for Year 1 cannot exceed $650,000.
         2. The sum of Year 1, Year 2, and Year 3 must equal $2,000,000 (which is the Total Cost for All Years line item).

**COST SHEET NARRATIVE**

1. For each deliverable listed on the Cost Sheet, enter a description of what is included with the deliverable. Provide as much detail as possible.

Note – The Commission reserves the right to negotiate the final allocation of costs for the proposed Activities/Deliverables before contract execution if they are not reasonable or in line with the Commission’s allocation of the State budget.

## ATTACHMENT 9: REFERENCE (TECHNICAL ASSISTANCE)

Reference for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |
| --- | --- |
| **Organization Name:** |  |
| **Time Period the Reference Covers**  (must have worked with the Proposer within the last 3 years of the release date of this RFP) |  |
| **Description of Service Provided:**  (Must be related to providing technical assistance for School-Based Mental Health organizations) |  |
| **Reference Contact Name and Title:** |  |
| **Reference Contact Phone Number:** |  |
| **Reference Contact E Mail Address:** |  |

**Ratings:** Summarize contractor performance and circle in the column on the right the number which best corresponds to the performance rating for each question.

Please follow the rating guidelines below for description of rating scale:

|  |  |
| --- | --- |
| **Rating Guidelines and Description of Rating Scale:** | |
| **Exceptional (5)** | Performance/service provided was significantly above expectations |
| **Very Good (4)** | Performance/service was slightly above expectations |
| **Satisfactory (3)** | Performance met expectations |
| **Marginal (2)** | Performance/service was slightly below expectations |
| **Unsatisfactory (1)** | Performance/service provided was significantly below expectations |

|  |  |  |
| --- | --- | --- |
| **Category** | **Comments**  Provide a comment for the rating | **Rating**  *(Circle One)* |
| 1. Demonstrated experience in providing technical assistance related to School-Based Mental Health. |  | 1 2 3 4 5 |
| 2. Demonstrated experience in managing a project/program of similar duration and funding. |  | 1 2 3 4 5 |
| 3. Demonstrated experience and capacity to host a statewide event related to School-Based Mental Health. |  | 1 2 3 4 5 |
| 4. Demonstrated experience is developing and using communication tools to promote School-Based Mental Health. |  | 1 2 3 4 5 |
| 5. Has extensive knowledge in School-Based Mental Health. |  | 1 2 3 4 5 |

|  |  |  |
| --- | --- | --- |
|  |  |  |
| **Reference Signature** |  | **Date** |

## ATTACHMENT 10: REFERENCES (GRANTOR)

Reference for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |
| --- | --- |
| **Individual/Reference Name:** |  |
| **Time Period the Reference Covers**  (must have worked with the Proposer within the last 3 years of the release date of this RFP) |  |
| **Service Provided:**  (Reference must have been the grantor of funds paying for technical assistance for School-Based Mental Health) |  |
| **Reference Contact Phone Number:** |  |
| **Reference Contact E Mail Address:** |  |

**Ratings:** Summarize contractor performance and circle in the column on the right the number which best corresponds to the performance rating for each question.

Please follow the rating guidelines below for description of rating scale:

|  |  |
| --- | --- |
| **Rating Guidelines and Description of Rating Scale:** | |
| **Exceptional (5)** | Performance/service provided was significantly above expectations |
| **Very Good (4)** | Performance/service was slightly above expectations |
| **Satisfactory (3)** | Performance met expectations |
| **Marginal (2)** | Performance/service was slightly below expectations |
| **Unsatisfactory (1)** | Performance/service provided was significantly below expectations |

|  |  |  |
| --- | --- | --- |
| **Category** | **Comments**  Provide a comment for a 1 or 5 rating | **Rating**  *(Circle One)* |
| 1. Did the organization understand your issues/needs? |  | 1 2 3 4 5 |
| 2. Did the organization appear to have experience in School-Based Mental Health? |  | 1 2 3 4 5 |
| 3. Rate the organization as to the quality of services provided. |  | 1 2 3 4 5 |
| 4. Did the organization successfully assist you? |  | 1 2 3 4 5 |
| 5. Rate the organization based on your overall experience. |  | 1 2 3 4 5 |

|  |  |  |
| --- | --- | --- |
|  |  |  |
| **Reference Signature** |  | **Date** |

## ATTACHMENT 11: BIDDER DECLARATION (GSPD-05-105)

The Bidder Declaration form (GSPD-05-105) is a required submittal. It is available at the following website: <https://www.documents.dgs.ca.gov/dgs/fmc/gs/pd/gspd05-105.pdf>.

## 

## ATTACHMENT 12: CONTRACTOR CERTIFICATION CLAUSES

**CCC-307**

**CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

|  |  |  |
| --- | --- | --- |
| *Contractor/Bidder Firm Name (Printed)* | | *Federal ID Number* |
| *By (Authorized Signature)* | | |
| *Printed Name and Title of Person Signing* | | |
| *Date Executed* | *Executed in the County of* | |

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

1) The dangers of drug abuse in the workplace;

2) The person's or organization's policy of maintaining a drug-free workplace;

3) Any available counseling, rehabilitation and employee assistance programs; and,

4) Penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

1) Receive a copy of the company's drug-free workplace policy statement; and,

2) Agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm’s offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor’s records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor’s compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over $100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

**DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

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.

Former State Employees (Pub. Contract Code §10411):

1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract 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 contract while employed in any capacity by any state agency.

2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract 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 contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to beaware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under theState laws, the Contractor shallnot be*:* (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

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

## ATTACHMENT 13: DARFUR CONTRACTING ACT CERTIFICATION

Public Contract Code Sections 10475 -10481 applies to any company that currently or within the previous three years has had business activities or other operations outside of the United States. For such a company to bid on or submit a Proposal for a State of California contract, the company must certify that it is either a) not a scrutinized company; or b) a scrutinized company that has been granted permission by the Department of General Services to submit a Proposal.

If your company has not, within the previous three years, had any business activities or other operations outside of the United States, you do **not** need to complete this form.

**OPTION #1 - CERTIFICATION**

If your company, within the previous three years, has had business activities or other operations outside of the United States, in order to be eligible to submit a bid or Proposal, please insert your company name and Federal ID Number and complete the certification below.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that a) the prospective proposer/bidder named below is **not** a scrutinized company per Public Contract Code 10476; and b) I am duly authorized to legally bind the prospective proposer/bidder named below. This certification is made under the laws of the State of California.

|  |  |  |
| --- | --- | --- |
| *Company/Vendor Name (Printed)* | | *Federal ID Number* |
| *By (Authorized Signature)* | | |
| *Printed Name and Title of Person Signing* | | |
| *Date Executed* | *Executed in the County and State of* | |

**OPTION #2 – WRITTEN PERMISSION FROM DGS**

Pursuant to Public Contract Code section 10477(b), the Director of the Department of General Services may permit a scrutinized company, on a case-by-case basis, to bid on or submit a Proposal for a contract with a state agency for goods or services, if it is in the best interests of the state. If you are a scrutinized company that has obtained written permission from the DGS to submit a bid or Proposal, complete the information below.

We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services to submit a bid or Proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our bid or Proposal.

|  |  |
| --- | --- |
| *Company/Vendor Name (Printed)* | *Federal ID Number* |
| *Initials of Submitter* | |
| *Printed Name and Title of Person Initialing* | |

## ATTACHMENT 14: PAYEE DATA RECORD (STD 204)

The Bidder Declaration form (GSPD-05-105) is a required submittal. It is available at the following website: [https://www.documents.dgs.ca.gov/dgs/fmc/gs/pd/gspd05-105.pdf](https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.documents.dgs.ca.gov%2Fdgs%2Ffmc%2Fgs%2Fpd%2Fgspd05-105.pdf&data=04%7C01%7CGregg.Fukuhara%40mhsoac.ca.gov%7C9ac9d76d91ac4557f0c608da0203a362%7C60292dfd8bde4e20b5acc75d9cdf6db0%7C0%7C0%7C637824511895610323%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C3000&sdata=OMbtfK0tCSkcm%2FL6VVF0kAkS4y6QiFqfWOe7fXNL4Mo%3D&reserved=0)

## ATTACHMENT 15: GENERATIVE ARTIFICIAL INTELLIGENCE (GENAI)

The Applicant must complete and submit Generative Artificial Intelligence (GenAI) Disclosure and Factsheet (STD 1000).

This form is available at: <https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std1000.pdf>

## ATTACHMENT 16: FINAL SUBMISSION CHECKLIST

A responsive Proposal shall consist of all the required items identified below. Complete this checklist by marking the box with an “X” for each item you are submitting to the Commission

|  |  |
| --- | --- |
| **Check** | **DESCRIPTION** |
|  | Attachment 1: Proposal Cover Sheet |
|  | Attachment 2: Minimum Qualifications |
|  | Attachment 3: Desired Qualifications |
|  | Attachment 3-1: References (California Experience) |
|  | Attachment 3-2: References (Outside California Experience) |
|  | Attachment 4: Proposer Background |
|  | Attachment 5: Proposed Program Plan/Strategy |
|  | Attachment 6: Web HUB |
|  | Attachment 7: Statewide Conference Event |
|  | Attachment 8: Cost Sheet |
|  | Attachment 8-1: Cost Sheet Narrative |
|  | Attachment 9: References (Technical Assistance) |
|  | Attachment 10: References (Grantor) |
|  | Attachment 11: Bidder Declaration (GSPD-05-105) |
|  | Attachment 12: Contractor Certification Clauses (CCC-307) |
|  | Attachment 13: Darfur Contracting Act Certification (if applicable) |
|  | Attachment 14: Payee Data Record (STD 204) |
|  | Attachment 15: Generative Artificial Intelligence (GenAI) |
|  | Attachment 16: Final Submission Checklist |

## ATTACHMENT 17: QUESTIONS TEMPLATE

Use this template for submitting questions in relation to this solicitation. Add rows as needed. Follow the Key Action Dates in Table 4-1 and submit it to procurements@mhsoac.ca.gov.

|  |  |  |
| --- | --- | --- |
| **RFP MHSSA-STAC** | | |
|  | **RFP Section Reference** | **Question** |
| 1 |  |  |
| 2 |  |  |
| 3 |  |  |
| 4 |  |  |
| 5 |  |  |
| 6 |  |  |
| 7 |  |  |
| 8 |  |  |

## APPENDIX 1: SAMPLE CONTRACT EXHIBTS B and C

**EXHIBIT B SAMPLE**

**Budget Detail and Payment Provisions**

1. **Invoicing and Payment**
2. For services satisfactorily rendered (i.e., upon receipt and approval of agreed upon deliverables), and upon receipt and approval of the invoices, the Commission agrees to compensate the Contractor in accordance with Section 5 of this Exhibit B.
3. Invoices shall include the Agreement Number and shall be submitted in arrears to the address shown below. Electronic submission is preferred:

Mental Health Services Oversight and Accountability Commission  
Attention: Accounting Office  
1812 9th Street  
Sacramento, CA 95831  
Accounting@mhsoac.ca.gov

1. **Budget Contingency Clause**
   1. 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 no longer be in full 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 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. If this Agreement overlaps State fiscal years, should funds not be appropriated and approved by the Legislature for the fiscal year(s) following that during which this Agreement was executed, the State may exercise its option to cancel this Agreement.
   4. This Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Legislature which may affect the provisions or terms of funding of this contract in any manner.
2. **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 for deliverables is meant to be inclusive of all of the preparatory work, planning, and material cost involved in the completion of the intent of the deliverable not just the report itself.

1. **Cost Detail**
2. The total amount of this Agreement shall not exceed two million dollars and no cents ($2,000,0000.00). Payment shall be made in accordance with the Payment Table below.
3. **Payment Table**

This is a fixed price deliverables-based contract. Contractor will be paid based on the cost of each deliverable as identified in the Contractor’s proposal (Cost Sheet) with cost allocations and due dates set forth in the table below.

**TABLE TO COME**

**EXHIBIT C SAMPLE****GENERAL TERMS AND CONDITIONS**

1. Amendment. This Agreement may be amended upon mutual consent of the parties. No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.
2. Antitrust Claims: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Code Sections set out below:
   1. The Government Code Chapter on Antitrust claims contains the following definitions:
      1. "Public Purchase" means a purchase by means of competitive bids of goods, services, or materials by the Commission or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
      2. "Public purchasing body" means the Commission or the subdivision or agency making a public purchase. Government Code Section 4550.
   2. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
   3. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
   4. Upon demand in writing by the assignor, the assignee shall, within one year of such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.
3. Approval: This Agreement is of no force or effect until signed by both parties. Grantee may not commence performance until such approval has been obtained by the Commission. Unless otherwise specified in Exhibit A, each Report/Deliverable to be approved under this Agreement shall be approved by the Contract Manager. The Commission’s determination as to satisfactory work shall be final absent fraud or mistake.
4. Assignment: This Agreement or any interest herein shall not be assigned without the prior written consent of the Commission.
5. Audit: The Commission or California State Auditor or any State of California fiscal oversight agency has the right to audit performance under this Agreement. The auditor(s) shall be entitled to review and copy Contractor’s records and supporting documentation pertinent to its performance. Contractor agrees to maintain such records and documents for a minimum of three (3) years after final payment, for this purpose. Contractor agrees to allow the auditor(s) access to such records and documents as are relevant and pertinent, at its facilities during normal business hours; and to allow its employees to be interviewed as deemed necessary, in the professional opinion of the auditor(s). The Commission agrees to give Contractor advance written notice of any onsite audit. (Gov Code § 8546.7)
6. Captions: The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
7. Certification Clauses: The CONTRACTOR CERTIFICATION CLAUSES contained in the document DGS CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
8. Child Support Compliance Act: For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:
   1. The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
   2. The Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
9. Change of Control: In the event Contractor undergoes a sale, merger or any other legal transaction resulting in a change of control, all of the rights and obligations of this Agreement shall inure to and be binding upon the legal representatives, successors and permitted assigns of the successor entity.
10. Compensation: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
11. Confidentiality: Contractor shall not disclose data or documents or disseminate the contents of any preliminary data report or work product created under this Agreement without written permission of the Commission, and subject to the terms and conditions of Section 30 of this Exhibit C of the Agreement. Permission to disclose information or documents on one occasion shall not authorize Contractor to further disclose such information or documents on any other occasions except as otherwise provided in the Contract or required by law.
    1. Contractor shall not comment publicly to the press or any other media regarding the data or documents generated, collected, or produced in connection with this contract, or the State’s actions on the same, except to the Commission staff, Contractor’s own personnel involved in the performance of this Agreement, or as required by law.
12. Contract/Agreement is Complete: Other than as specified herein, no document or communication passing between the parties hereto shall be deemed a part of this Agreement.
13. Copyright: Unless otherwise provided, all materials produced under this Agreement shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the Commission. The Commission shall be considered the author of such materials. In the event the materials are not considered “works for hire” under the U.S. Copyright laws, Contractor hereby irrevocably assigns all right, title, and interest in materials, including all intellectual property rights, to the Commission effective from the moment of creation of such materials. Materials means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights. For materials that are delivered under the contract, but that incorporate pre-existing materials not produced under the contract, Contractor hereby grants to the Commission a nonexclusive, royalty-free, irrevocable license (with rights to sublicense others) in such materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the Commission. The Contractor shall exert all reasonable effort to advise the Commission, at the time of delivery of materials furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document that was not produced in the performance of this contract. The Commission shall receive prompt written notice of each notice or claim of infringement received by the Contractor with respect to any data delivered under this contract. The Commission shall have the right to modify or remove any restrictive markings placed upon the data by the Contractor.
14. Contractor-Commission Collaboration: At the request of the Commission, Contractor shall permit Commission Staff to work closely with Contractor’s Staff, and Commission Staff shall be given access to Contractor’s data, working papers and other written materials as needed for this purpose.
15. Counterparts: The parties may sign this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement.
16. Dispute Resolution:
    1. Contractor shall first discuss and attempt to resolve any dispute arising under its performance of this Agreement informally with the Commission Contract Manager. If the dispute cannot be disposed of at this level, it shall be decided by the Commission Executive Director for which purpose Contractor shall submit a written statement of dispute to: Executive Director, MHSOAC, 1812 9th Street, Sacramento, California 95811. The submission may be transmitted by email but must also be sent by overnight mail with proof of receipt (see provisions for Notice above).
    2. Within ten (10) days of receipt of the statement described above, the Executive Director or designee shall meet Contractor’s manager(s) for the purpose of resolving the dispute. The Executive Director shall issue a decision to be served in the same manner as the written statement, which shall be final at the informal level.
    3. After recourse to the informal level of dispute set forth above, any controversy or claim arising out of or relating to this Agreement or breach thereof shall be settled by arbitration at the election of either party in accordance with California Public Contract Code Section 10240 et. seq. and judgment upon the award rendered by the arbitration may be entered in any court having jurisdiction thereof.
    4. While the informal dispute or arbitration process is pending, Contractor shall proceed diligently with its performance under the Agreement.
17. Electronic Signature: Unless otherwise prohibited by law, the parties agree that an electronic signature has the same legal force and effect as a hard-copy with ink signature.  The parties agree that a signed copy of this Agreement may be transmitted by electronic means including facsimile and email.
18. Force Majeure: Neither the Commission nor the Contractor shall be deemed to be in default in the performance of the terms of this Agreement if either party is prevented from performing the terms of this Agreement by causes beyond its control, including without being limited to: acts of God; interference, rulings or decision by municipal, Federal, State or other governmental agencies, boards or commissions; any laws and/or regulations of such municipal, State, Federal, or other governmental bodies; or any catastrophe resulting from flood, fire, explosion, or other causes beyond the control of the defaulting party. If any of the stated contingencies occur, the party delayed by force majeure shall immediately give the other party written notice of the cause of delay. The party delayed by force majeure shall use reasonable diligence to correct the cause of the delay, if correctable.
19. Forum Selection: The County of Sacramento in the State of California shall be the proper forum for any dispute between the parties regarding this Agreement.
20. Governing Law: This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
21. Gratuities and Contingency Fees: The Commission, by written notice to the Contractor, may terminate the right of Contractor to proceed under this Agreement if it is found, after notice and hearing by the State, that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the State with a view toward securing a contract or securing favorable treatment with respect to the awarding, amending, or performing of such contract.

In the event this Agreement is terminated as provided in the paragraph above, the State shall be entitled (a) to pursue the same remedies against Contractor as it could pursue in the event of the breach of the Agreement by the Contractor, and (b) as a predetermined amount of liquidated damages, to exemplary damages in an amount which shall not be less than three times the cost incurred by the Contractor in providing any such gratuities to any such officer or employee.

The rights and remedies of the State provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

The Contractor warrants by execution of this Agreement that no person or selling agency has been employed or retained to solicit or secure this Agreement for a commission, percentage, brokerage or contingent fee, excepting bona fide employees of Contractor, for the purpose of securing business. For breach or violation of this warranty, the Commission shall have the right to annul this Agreement without liability, paying only for the values of the work actually returned, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

1. Indemnification: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
2. Independent Contractor*:* Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
3. Information Security: The Contractor shall comply with applicable laws and regulations, including but not limited to Sections 14100.2 and 5328 et seq. of the Welfare and Institutions Code, Section 431.300 et seq. of Title 42, Code of Federal Regulations, and the Health Insurance Portability and Accountability Act (HIPAA), and it’s implementing regulations (including but not limited to Title 45, CFR, Parts 160, 162 and 164) regarding the confidentiality and security of individually identifiable health information (IIHI).
4. Key Personnel: Contractor’s key personnel, as may be identified in this Agreement, cannot be substituted without the Commission’s prior written approval.
5. Litigation: The Commission, promptly after receiving notice thereof, shall notify the Contractor in writing of the commencement of any claim, suit, or action against the State or its officers or employees for which the Contractor must provide indemnification under this Agreement.

The failure of the Commission to give such notice, information, authorization or assistance shall not relieve the Contractor of its indemnification obligations. The Contractor shall immediately notify the Commission of any claim or action against it which affects, or may affect, this Agreement, the terms and conditions hereunder, or the State, and shall take such action with respect to said claim or action which is consistent with the terms of this Agreement and the interest of the State.

1. Limited License and Fair Use.  The Commission hereby assigns Contractor a limited, non-exclusive, royalty-free License to use materials produced under this Agreement for which the Commission holds the copyright.  This License shall be limited to the following purposes:  research, professional publication or educational outreach.  Furthermore, the Commission recognizes the Fair Use Doctrine in U.S. copyright law, by which it is permissible to use limited portions of a work including quotes for purposes such as commentary, criticism, scholarly reports and more as identified at Copyright.gov.  ***Optional language to include if Contractor requests a limited license.***
2. Loss Leader: If this Agreement involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: 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 Section 17030 of the Business and Professions Code. (Pub. Contract Code §10344(e)).
3. MHSOAC Logo: The Commission hereby grants Contractor the use of the MHSOAC Logo for purposes of its performance of this Agreement. Contractor understands and agrees that it must adhere to the guidelines in the Commission Brand Book in using this logo. A copy of Brand Book will be provided to the Contractor upon request.
4. Nondisclosure: Contractor shall not use or disclose confidential, individually identifiable, or sensitive information other than as permitted or required by the Agreement and as permitted or required by law.
5. Non-Discrimination: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract’s benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours’ notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require ascertaining compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.).

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

1. Notice: The parties agree that any document or notice required under this Agreement, including reports and other communications, shall be made in writing to the other party’s Contract Manager as identified in Exhibit A. Except for Notices of Termination, which must be sent by overnight mail with proof of receipt to the appropriate Contract Manager, the parties agree that email will be considered sufficient for any and all notices, reports and other documents required under this Agreement.
2. Notice of Litigation: Contractor shall promptly notify the Commission of any claim or action that may affect performance under this Agreement.
3. Permits and Licenses: The Contractor shall procure and keep in full force and effect during the term of this Contract all permits, registrations and licenses necessary to accomplish the work specified in this Agreement, and give all notices necessary and incident to the lawful prosecution of the work.

The Contractor shall keep informed of, observe, comply with, and cause all its agents and employees to observe and to comply with all prevailing Federal, State, and local laws, and rules and regulations made pursuant to said Federal, State, and local laws, which in any way affect the conduct of the work of this Agreement. If any conflict arises between provisions of the plans and specifications of this Agreement and any such law above referred to, then the Contractor shall immediately notify the Commission in writing.

1. Priority Hiring Considerations: If this Agreement includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
2. Public Hearings: If public hearings on the subject matter dealt with in this Agreement are held within one year from the contract expiration date, Contractor shall make available to testify the personnel assigned to this Contract at the hourly rates specified in the Contractor’s proposed budget. The Commission shall reimburse Contractor for travel of said personnel at the contract rates for such testimony as may be requested by the Commission.
3. Public Records Act: This Agreement is subject to the California Public Records Act (PRA) in Government Code Section 6250 *et seq*. Under a Public Records Act Request, Contractor may be required to provide information regarding any aspect of this Agreement to the Commission. Under the PRA, medical records, data and any other information in the custody of the Commission are exempt from disclosure to the extent they contain personally identifiable information and shall be withheld from disclosure to that extent. The Commission will coordinate with federal entities on disclosure of public records should there be a joint request under the PRA and the federal Freedom of Information Act.
4. Publications and Reports: The Commission reserves the right to use and reproduce all reports and data produced and delivered under this Agreement. The Commission further reserves the right to authorize others to use or reproduce such materials.
   1. If the publication and/or report are prepared by non-employees of the State, and the total cost for such preparation exceeds $5,000, the publication and/or report shall contain the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of the publication and report in a separate section of the report (Government Code Section 7550).
5. Recycling Certification: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the Commission regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply. (Pub. Contract Code §12205).
6. Work Product Rights: The Contractor hereby grants the Commission with Government Purpose Rights to the Work Product produced pursuant to this Agreement. “Government Purpose Rights” are the unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive rights, and licenses to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Work Product. “Government Purpose Rights” also include the right to release or disclose the Work Product outside the Commission for any State government purpose and to authorize recipients to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Work Product for any public purpose.[ Such recipients of the Work Product may include, without limitation, Not-for-Profit Corporations, Community-Based Organizations, State Contractors, California local governments, the United States Government, and the State and local governments of other states. “Government Purpose Rights” do not include any rights to use, modify, reproduce, perform, release, display, create derivative works from, or disclose the Work Product for any commercial purpose.
7. Severability: In the event any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
8. Small Business Participation and DVBE Participation Reporting Requirements:
   1. If for this Agreement, Contractor made a commitment to achieve a small business participation, then Contractor must within 60 days of receiving final payment under this Agreement (or within such other time period as may be specified elsewhere in this Agreement) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code §14841.).
   2. If for this Agreement, Contractor made a commitment to achieve a disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Agreement (or within such other time period as may be specified elsewhere in this Agreement) certify in a report to the awarding department: (1) the total amount of the prime Contractor received under the Agreement; (2) the name and address of the DVBE(s) that participated in the performance of the Agreement; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Agreement have been made to the DVBE; and (5) the actual percentage of the DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code §999.5(d); Govt. Code §14841).
9. State Funds: Contractor, including its officers and members, shall not use funds received from the Commission pursuant to this Agreement to support or pay for costs or expenses related to the following:
   1. Campaigning or other partisan activities to advocate for either the election or defeat of any candidate for elective office, or for or against the passage of any proposition or ballot measure; or,
   2. Lobbying for either the passage or defeat of any legislation.

This provision is not intended and shall not be construed to limit any activities specified in this Agreement that are intended to inform, educate, and support advocacy before local and state administrative and legislative bodies regarding policies and issue-based legislation consistent with the MHSA.

This provision is not intended and shall not be construed to limit any expression of a view, opinion, or position of any member of Contractor as an individual or private citizen, as long as state funds are not used; nor does this provision limit Contractor from merely reporting the results of a poll or survey of its membership.

1. Subcontracts: Prior to entering any subcontract, Contractor shall obtain the Commission’s prior approval. Contractor shall provide a list of all subcontractors in initial, progress and final reports to the Commission, or upon request. If the Commission determines that a subcontract was executed without prior approval, a ten percent (10%) penalty may be applied against total funding at or before fiscal close-out.  The Contractor shall notify the Commission upon the termination of any subcontract, at least two weeks in advance of the termination. All subcontracts shall incorporate the following terms and conditions from this Exhibit C: Audit, Assignment, Confidentiality, Copyright, Forum Selection, Governing Law, Indemnification, Independent Contractor, Non-Discrimination, Public Records Act, Publication and Reports and Subcontracts.
2. Substitutions: Contractor’s key personnel as indicated in its Proposal may not be substituted without Contract Manager’s prior written approval.
3. Survival: The following terms and conditions in this Exhibit C shall survive termination of this Agreement: Audit, Assignment, Confidentiality, Copyright, Dispute Resolution, Forum Selection, Governing Law, Indemnification, Public Records Act, and Publication and Reports.
4. Termination For Cause: The Commission may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the Commission may proceed with the work in any manner deemed proper by the Commission. All costs to the Commission shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor, pursuant to Exhibit B of this Agreement, upon demand.
5. Termination Without Cause: Either party is entitled to terminate this Agreement without cause upon serving written Notice on the named representative of the other party at least thirty (30) days in advance. The Commission shall be relieved from any obligation to pay Contractor for performance that is interrupted or not delivered as a result of termination. The Commission shall pay the Contractor for any balance remaining, pursuant to Exhibit B of this Agreement, for work satisfactorily performed. The Commission shall also be entitled to an accounting of the use of the funds and is entitled to a refund of any unused and uncommitted funds attributable to actions that have not occurred as of the date of the Notice of termination.
6. Timeliness: Time is of the essence in this Agreement.
7. Unenforceable Provision: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
8. Waiver: Waiver of breach under this Agreement shall not be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be cumulative in addition to any other remedy provided by law. Any failure by the Commission to enforce a provision(s) of this Agreement shall not be construed as a waiver nor shall it affect the validity of the entire Agreement.
9. Worker’s Compensation: Contractor hereby warrants that it carries and shall maintain in full force and effect during the full term of this contract and any extensions to said term, sufficient and adequate Worker’s Compensation Insurance for all its employees who shall be engaged in the performance of this Agreement and agrees to furnish to Commission satisfactory evidence thereof at any time the Commission may request the same.
10. GenAI Technology Use & Reporting: During the term of the contract, Contractor must notify the State in writing if their services or any work under this contract includes, or makes available, any previously unreported GenAI technology, including GenAI from third parties or subcontractors.  The Contractor shall immediately complete the GenAI Reporting and Factsheet (STD 1000) to notify the State of any new or previously unreported GenAI technology. At the direction of the State, Contractor shall discontinue the use of any new or previously undisclosed GenAI technology that materially impacts functionality, risk or contract performance, until use of such GenAI technology has been approved by the State. Failure to disclose GenAI use to the State and submit the GenAI Reporting and Factsheet (STD 1000) may be considered a breach of the contract by the State at its sole discretion and the State may consider such failure to disclose GenAI and/or failure to submit the GenAI Reporting and Factsheet (STD 1000) as grounds for the immediate termination of the contract.  The State is entitled to seek any and all relief it may be entitled to as a result of such non-disclosure.

**The State reserves the right to amend the contract, without additional cost, to incorporate GenAI Special Provisions into the contract at its sole discretion and/or terminate any contract that presents an unacceptable level of risk to the State.**