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**REQUEST FOR PROPOSAL (RFP)**

**Immigrants and Refugees Advocacy**

**Local Organization**

**RFP I-R-003**

**ADDENDUM 2**

January 24, 2025

Behavioral Health Services

Oversight and Accountability Commission

1812 9th Street

Sacramento, CA 95811

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

Contents

[1. INTRODUCTION 3](#_Toc192064390)

[2. PURPOSE 4](#_Toc192064391)

[3. BACKGROUND 4](#_Toc192064392)

[4. KEY ACTION DATES 5](#_Toc192064393)

[5. CONTRACT TERM AND FUNDING 7](#_Toc192064394)

[6. SCOPE OF WORK 9](#_Toc192064395)

[7. INFORMATION REQUIRED IN THE PROPOSAL 16](#_Toc192064396)

[8. PROPOSER INSTRUCTIONS 23](#_Toc192064397)

[A. PROPOSER ADMONISHMENT 23](#_Toc192064398)

[B. WRITTEN QUESTIONS 24](#_Toc192064399)

[C. SOLICITATION DOCUMENT 25](#_Toc192064400)

[9. SUBMISSION INSTRUCTIONS 28](#_Toc192064401)

[10. SCORING PROCESS 29](#_Toc192064402)

[ATTACHMENT 1: PROPOSAL COVER SHEET 45](#_Toc192064403)

[ATTACHMENT 2: MINIMUM QUALIFICATIONS 46](#_Toc192064404)

[ATTACHMENT 3: PROPOSER BACKGROUND 47](#_Toc192064405)

[ATTACHMENT 4: PROPOSED WORKPLAN 51](#_Toc192064406)

[ATTACHMENT 5: COST SHEET 57](#_Toc192064407)

[ATTACHMENT 6: REFERENCES (Populations Currently Served) 59](#_Toc192064408)

[ATTACHMENT 7: REFERENCES (Organization) 60](#_Toc192064409)

[ATTACHMENT 8: REFERENCES (Individual) 62](#_Toc192064410)

[ATTACHMENT 9: BIDDER DECLARATION (GSPD-05-105) 64](#_Toc192064411)

[ATTACHMENT 10: CONTRACTOR CERTIFICATION CLAUSES 65](#_Toc192064412)

[ATTACHMENT 11: DARFUR CONTRACTING ACT CERTIFICATION 69](#_Toc192064413)

[ATTACHMENT 12: PAYEE DATA RECORD (STD 204) 70](#_Toc192064414)

[ATTACHMENT 13: GENERATIVE ARTIFICIAL INTELLIGENCE (GENAI) 71](#_Toc192064415)

[ATTACHMENT 14: FINAL SUBMISSION CHECKLIST 72](#_Toc192064416)

[ATTACHMENT 15: QUESTIONS TEMPLATE 73](#_Toc192064417)

[APPENDIX 1: CONTRACT EXHIBITS B and C and D 74](#_Toc192064418)

## INTRODUCTION

The Behavioral Health Services Oversight and Accountability Commission (Commission), formerly the Mental Health Services Oversight and Accountability Commission, is seeking experienced Contractors to work with immigrant and refugee populations. The contracts awarded pursuant to this Request for Proposal (RFP) are to support advocacy, training and education, and outreach and engagement for immigrants and refugees to increase knowledge and awareness of behavioral health needs, increase the number of culturally appropriate services and supports, increase access to evidence based practices, and provide opportunities for advocacy at the state and local levels on behalf of immigrant and refugee populations in California.

For purposes of this RFP “immigrant” is defined as someone who moved to the United States from another country and settled in California with the intention of living here permanently; and “refugee” is defined as someone who has fled war, violence, conflict or persecution Iin another country and crossed the United States border into California to find safety. As used herein, the term “population” may mean immigrant or refugee, or an aggregate of both, as will be made apparent in context.

California is home to one of the largest populations of immigrants and refugees. About 10.4 million immigrants live in California accounting for 23% of all foreign-born individuals nationwide. About 54% of immigrants in California are naturalized citizens. Approximately 1.85 million immigrants were undocumented in 2021. Most immigrant arrivals are from Latin American and Asian countries which include Mexico, the Philippines, China, India, and Vietnam. (Public Policy Institute of California)

Refugee settlements in California saw historic lows between 2018 and 2022 but have seen a gradual increase in recent years. The state’s current annual refugee resettlement ceiling is 125,000. Since 2002, the majority of refugees arrived from Iran, Iraq, Ukraine, and Laos. (California Immigrant Data Portal)

California’s immigrants and refugees continue to face significant challenges in accessing culturally responsive behavioral health services and supports. This is due to the severe lack of accessible interpretation and translation services, overly complicated administrative processes, cultural stigma surrounding mental health and seeking care, and lack of cultural responsiveness among providers. Additionally, emerging challenges stemming from state and federal policies affecting immigrants and refugees contribute to the disparities in behavioral health care for these populations. (CalMatters)

Statewide and local advocacy is critical for representing the needs of immigrants and refugees. Direct engagement in communities and advocacy at all levels are key for promoting cultural responsiveness in available services, investing in community-defined evidence-based practices, improving overall access for different communities, and developing and sustaining a diverse workforce.

## PURPOSE

The Commission is proposing to release Request for Proposals (RFP) to award contracts to seven (7) Local Organizations and one (1) Statewide Organization to conduct advocacy, training and education, and outreach and engagement activities on behalf of Immigrant and Refugee populations, as authorized by the Commission at its meeting on November 21, 2024.

Each successful Proposer must demonstrate that it has the personnel and organizational capacity to effectively carry out a contract of the scope and magnitude of this RFP. The successful Proposer must describe how it meets the minimum requirements, including the depth and breadth of experience working with immigrants and refugees. The intent of this RFP is for contracts to be awarded to Local Organizations to work directly with the immigrant and refugee populations in areas that they serve where there is the highest concentrations of immigrants and refugees. Any references in this RFP and/or associated terms and conditions are not applicable for this procurement.

The amount available for each of the eight (8) contracts is $502,500. The total amount available for these funding opportunities is $4,020,000.

This procurement is for the Local Organizations only. Services are expected to begin on July 1, 2025, and end on June 30, 2028. A separate procurement will be conducted for the Statewide Organization.

## BACKGROUND

The Budget Act of 2018 provided $670,000 annually to the Commission to fund advocacy contracts on behalf of immigrant and refugee populations. In April 2019, the Commission awarded three-year contracts in the amount of $402,500 to five Local Organizations. These Local Organization conducted advocacy, training, and outreach activities in the Superior, Bay Area, Central, Los Angeles, and Southern regions and engaged immigrants and refugees from South America, Asia, Africa, and the Middle East. A Budget Change Proposal provided an additional $670,000 annually for expanded advocacy efforts on behalf of the immigrant and refugee populations resulting in the current funding availability of $1,340,000 per year for a three-year total of $4,020,000.

In June 2022, the Commission awarded three-year contracts to one statewide organization and four local organizations to create a network of organizations advocating for and engaging immigrant and refugee populations. In March 2023, the Commission awarded four more local contracts after receiving additional funding for immigrant and refugee advocacy. This cohort of eight advocacy partners worked independently and collaboratively to strengthen the voice of immigrant and refugee communities in mental health policy and program development. Their work was encapsulated in a statewide policy report that shared findings and recommendations.

Between August and November 2024, Commission staff conducted community engagement activities to gather information on current needs of immigrant and refugee populations and feedback on how to address these needs to inform the next round of advocacy RFPs.

## 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 | 01/24/2025 |
| Bidder Conference | 01/30/2025 |
| Deadline for Written Questions | 02/06/2025 |
| Distribute Responses to Questions | 02/13/2025 |
| Deadline to Submit Proposals | 03/14/2025 by 12:00 pm (pacific) |
| Notice of Intent to Award\* | 04/24/2025 |

*\* 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.bhsoac.ca.gov](http://www.bhsoac.ca.gov).

1. **BIDDER CONFERENCE**

The Commission will host a bidder conference via Zoom to walk through the RFP. The purpose is to provide an opportunity for Proposers to ask specific questions about the solicitation and the procurement process and to request clarification on components outlined in the RFP. It is not a mandatory requirement that Applicants attend.

Oral responses provided by the Commission during the Bidder Conference shall not be binding on the BHSOAC. If questions are asked at the Bidder Conference, Proposers will be asked to follow-up and submit the question(s) in writing to receive a formal response. Use Attachment 15, Questions Template, to submit your questions. Answers to these questions will be published in a questions and responses set.

**Bidder Conference**   
Wednesday, January 30, 2025  
2:00PM

<https://mhsoac-ca-gov.zoom.us/j/89709364878>  
Meeting ID: 897 0936 4878  
1 (719) 359-4580

1. **DEADLINE FOR WRITTEN QUESTIONS**

All questions must be submitted directly to the Commission via email to: [procurements@bhsoac.ca.gov](mailto:procurements@bhsoac.ca.gov) by the deadline listed in Table 4-1 above and must include in the Subject Line: **RFP I-R-003**. Use Attachment 15, 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 responses will be posted on the Commission’s website ([www.bhsoac.ca.gov](http://www.bhsoac.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@bhsoac.ca.gov](mailto:procurements@bhsoac.ca.gov) by the deadline listed in Table 4-1 above and must include in the Subject Line: **RFP I-R-003**.

1. **NOTICE OF INTENT TO AWARD**

The Notice of Intent to Award will be announced at the April 2025 Commission meeting, if a meeting is held, and posted on the Commission’s website ([www.bhsoac.ca.gov](http://www.bhsoac.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 Appendix 1.)

The term of this Contract is upon execution through September 30, 2028. Services are expected to begin on July 1, 2025, and end on June 30, 2028. The additional contract time is to submit all outstanding deliverables (e.g., Final Report) and allow time for processing final payments.

The available funding for this RFP is $3,517,500. There will be seven (7) awards in the amount of $502,500 for each Local Organization contractor.

Contract awards will be based on region as follows:

* 1. Superior Region – 1 contract
  2. Bay Area Region – 2 contracts
  3. Central Region – 2 contracts
  4. Southern/Los Angeles Region – 2 contracts

Regions are defined as follows:

Superior Region (Counties)

|  |  |  |  |
| --- | --- | --- | --- |
| Butte | Humboldt | Modoc | Sierra |
| Colusa | Lake | Nevada | Siskiyou |
| Del Norte | Lassen | Plumas | Tehama |
| Glenn | Mendocino | Shasta | Trinity |

Bay Area Region (Counties)

|  |  |  |  |
| --- | --- | --- | --- |
| Alameda | Monterey | San Francisco | Santa Cruz |
| Contra Costa | Napa | San Mateo | Solano |
| Marin | San Benito | Santa Clara | Sonoma |

Central Region (Counties)

|  |  |  |  |
| --- | --- | --- | --- |
| Alpine | Inyo | Mono | Sutter |
| Amador | King | Placer | Tulare |
| Calaveras | Madera | Sacramento | Tuolumne |
| El Dorado | Mariposa | San Joaquin | Yolo |
| Fresno | Merced | Stanislaus | Yuba |

Southern/Los Angeles Region (Counties)

|  |  |  |  |
| --- | --- | --- | --- |
| Imperial | Orange | San Diego | Ventura |
| Kern | Riverside | San Luis Obispo |  |
| Los Angeles | San Bernardino | Santa Barbara |  |

An organization may only submit one proposal for this RFP, regardless of if they have offices or affiliates in multiple regions. If an organization submits more than one proposal, the Commission will only accept the first proposal that is received.

1. **AWARD PROCEDURES**

An award, if made, will go to the highest scoring Proposal(s) in each region. 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.

* 1. If there are not enough compliant proposals received for a specific region (See Section 5 for contracts per region), the Commission will allocate the funds for that region to another region’s next highest scoring proposal.
  2. If there are not enough compliant proposals received to award all contracts (See Section 5 for the total number of contracts), the Commission may allocate the funds to increase the contract award of the winning contractors or allocate the funds consistent with meeting the goals and objectives stated in this RFP.

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

1. **CONTRACT PERFORMANCE**

Services are expected to begin on July 1, 2025. 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.

## SCOPE OF WORK

For the purpose of this RFP only, the definition of an “activity” is (all elements must be met):

* Something that is planned to directly engage with members of the population, providers, decision makers, and other organizations.
* Something that involves more than one participant and takes place on a specific date(s) at an accessible location.
* The activity may cover outreach and engagement, training and education, and/or advocacy.
* The activity topics include, but are not limited to strategies, approaches, and methodologies that aim to fulfill the goals and objectives of this RFP.
* The activity may take place over several engagements as a series under the same name but will be counted as one activity.
* The activity may address multiple topics in a single day, but will be counted as one activity.
* The activity may include online or virtual components but should not entirely consist of such.
* In-person engagement required.

1. **GOALS AND OBJECTIVES**

The overarching goals and objectives are to:

1. Conduct outreach and engagement activities directly with communities to address specific mental and behavioral health needs.
2. Provide training and education on addressing mental health through cultural responsiveness, community-defined evidence-based practices (CDEP) models, and cultural practices.
3. Facilitate advocacy meetings at the local levels to provide opportunities for the populations to promote advocacy.
4. Partner with community health workers, Promotores, representatives, and interpreters to increase effectiveness and reach of engagement.
5. Share knowledge with other Local Organizations and the Statewide Organization contractor to extend reach, inform state level advocacy, and impact within and across regions.
6. Educate local communities about the Behavioral Health Services Act (BHSA) (Proposition 1, Chapter 790, Statutes of 2023, Senate Bill 326) impact on immigrant and refugee needs in terms of behavioral health access, engage in outreach to gather feedback, and advocate for the needs of underserved populations in the county integrated planning process.
7. **CONTRACTOR RESPONSIBILITIES**
8. **Outreach and Engagement**

Conduct at least six (6) outreach and engagement activities per contract year directly with community members across the region that address the current and emerging behavioral health needs unique to each community. Activities should collectively meet the following objectives:

* 1. Increase knowledge of concepts relating to behavioral health, emotional wellness, and recovery, and promote behaviors that contribute to positive mental health outcomes relevant to each culture.
  2. Increase knowledge and skills in utilizing existing behavioral health services, community-based programs, and public services and benefits that include legal, financial, health, childcare, and transportation services.
  3. Increase knowledge and contact with interpreters, community health workers, Promotores, and community representatives.
  4. Gather qualitative and quantitative data with the intention to inform local and state level decision makers on increasing positive behavioral health outcomes for the immigrant and refugee populations in the region.
  5. Educate communities about the BHSA and its impact and gather feedback to identify concerns, needs, and opportunities for improvement that can be shared with state and local partners for future planning.
  6. The Contractor shall provide the following items for each activity to be considered for this deliverable:
     1. Documents or media used to advertise or recruit for the activity (flyer, email, newsletter, etc.).
     2. Written summary of how participants engaged with the activity, what was accomplished, what was learned about the population, and how challenges were addressed.
     3. Response data from at least three (3) individuals who participated or contributed to the activity. This may include post-activity feedback survey responses, questionnaires, written testimony, interviews, etc. Response data should meaningfully contribute to the overall goal of increasing knowledge of immigrant and refugee populations.

1. **Training and Education**

Provide at least three (3) training and education activities per contract year covering cultural responsiveness, CDEP, and language access training for behavioral health providers, clinicians, community health workers, and community-based organizations (CBO). Activities should collectively meet the following objectives:

* 1. Increase service provider knowledge and skills in understanding the cultures of immigrants and refugees, adapting treatments and approaches to cultural needs, addressing personal and institutional bias, practicing cultural humility, and partnering with cultural brokers and interpreters for appointments and treatments.
  2. Increase knowledge of CDEP models that best meet the needs of the surrounding community and increase skills in implementing models for more effective interventions.
  3. Increase knowledge of resources that improve outcomes for treating individuals with Limited English Proficiency (LEP), including certified language assistance services, qualified interpreters and translators.
  4. Partner with local community health workers, Promotores, representatives, interpreters, and other CBOs to reach underserved parts of the community and increase effectiveness of training activities in each community.
  5. The Contractor shall provide the following items for each activity to be considered for this deliverable:
     1. Document or media used to advertise or recruit for the activity (flyer, email, newsletter, etc.).
     2. Written summary of how participants engaged with the activity, what was accomplished, what was learned about the population, and how challenges were addressed.
     3. Response data from at least three (3) individuals who participated or contributed to the activity. This may include post-activity feedback survey responses, questionnaires, written testimony, interviews, etc. Response data should meaningfully contribute to the overall goal of increasing knowledge of immigrant and refugee population.

1. **Local Level Advocacy**

Facilitate at least three (3) advocacy activities per contract year with local decision makers in the region representing and advocating for the behavioral health needs of immigrant and refugee communities in a significant and meaningful way. Additionally, the Contractor will engage in ongoing communication with the Local Organizations and the Statewide Organization. Activities should collectively meet the following objectives:

* 1. Increase knowledge of immigrant and refugee behavioral health at the local level including meetings held by county boards of supervisors, community program planning (CPP) process meetings, steering committees, and local mental health boards.
  2. Increase the number of actions taken and/or policies made by local level decision makers that address the specific needs and emerging challenges of immigrant and refugee populations in the region.
  3. Increase participation of communities at the local level by providing support and training for community members to advocate for themselves in meetings held by county boards of supervisors, community program planning (CPP) process meetings, steering committees, and local mental health boards.
  4. Continuously share and exchange findings and best practices and leverage existing programs and share resources with the Local Organizations and the Statewide Organization.
  5. Advocate for the inclusion of community voices in the county integrated planning process under the BHSA, ensuring that impacted communities have a direct role in shaping BHSA strategies.
  6. The Contractor shall provide the following items for each activity to be considered for this deliverable:
     1. Documents or media used to advertise or recruit for the activity (flyer, email, newsletter, etc.).
     2. Written summary of how participants engaged with the activity, what was accomplished, what was learned about the population, and how challenges were addressed.
     3. Response data from at least three (3) individuals who participated or contributed to the activity. This may include post-activity feedback survey responses, questionnaires, written testimony, interviews, etc. Response data should meaningfully contribute to the overall goal of increasing knowledge of immigrant and refugee populations.

1. **Behavioral Health Services Act (BHSA)**

Ensure populations have the opportunity to shape county integrated behavioral health plans and address the emerging changes, impact, and implementation of the BHSA by *incorporating* the following goals in up to half (50%) of activities per contract year:

* 1. Educating communities and providers on the services available and impact of the BHSA;
  2. Advocating for the inclusion of community members in the county integrated planning process;
  3. Gathering feedback related to the BHSA to inform state-level policy and resource allocation.

1. **Collaboration and Learning Collaboratives**

Working together and sharing information is critical to the success of these advocacy efforts.

* 1. Contractor agrees to work with and take direction from the Commission and the Statewide Organization, who will be providing technical assistance.
  2. Contractor further agrees to participate in learning collaborative with the Statewide Organization and the other Local Level Organizations.

1. **DELIVERABLES**
2. **Progress Report**

Contractor shall complete and submit a Progress Report 30 days after the end of the previous contract quarter. These reports will provide the Commission with a summary of progress on all activities in the Workplan. The template for the Progress Report will be provided by Commission staff and will include space for Contractor to report on activity and deliverable requirements.

1. **Quarterly Meetings**

Contractor shall meet with Commission staff on a quarterly basis to discuss the contents of the most recent Progress Report and topics related to the report. The Contractor and Commission staff will coordinate on meeting times.

1. **Monthly Check-In**

Contractor shall have monthly check-in communications Commission staff. This could be done through a quick phone or video call, as agreed to between the Commission and Contractor. The intent is a quick communication status on the progress in implementing the workplan. This provides an opportunity for the Contractor to bring up anything ahead of the quarterly reports. There is no report required for the monthly check-in.

1. **Local Organization** **Networking**

Contractor shall establish relationships and maintain regular contact with each of the other Local Organizations to share findings, news, resources, and other information as it relates to ongoing activities.Contractor shall have at minimum one (1) meeting with another Local Organization from each of the other regions every quarter, either virtually or in-person. Results from these meetings will be reported on in the Progress Report.

1. **Statewide Collaboration Meetings**

Contractor shall participate in collaboration meetings with the Statewide Organization, Local Organizations, and the Commission. Collaboration meetings will be held twice (2) per contract year, with at least one (1) meeting held in-person. Collaboration meetings will be facilitated by the Statewide Organization with the support of Commission staff.

1. **Annual Report**

Contractor shall provide an annual report which is due within 30 days from the end of each contract year. The report shall include, but not be limited to the following:

1. Each population that was reached during the year, including the services provided and details of their culture.
2. Details of the current barriers and challenges facing each population.
3. Recommended advocacy approaches to address the barriers and challenges at the local level.
4. Submission of data collected during the year. The type and format for submission will be agreed to between the Commission and the Contractor.
5. Highlights of meetings with decision-makers.

The details to be included in each Annual report will be agreed to between the Commission and the Contractor after contract award.

1. **Final Report**

Contractor shall provide a final report within 30 days from the end the last contract year in which services are required. The report shall include, but not be limited to the following:

* 1. Statistics and data analytics identified by the Commission.
  2. Trending services requested.
  3. Challenges faced by this population
  4. Success stories
  5. Benefits to the partnership approach
  6. Recommendations for future work in this population

1. **Other Requirements**

The Contractor is required to engage in ongoing communication with the Commission and relevant constituents regarding progress within all facets of this project which may include the following:

* 1. Maintain ongoing interaction with Commission staff and other Commission constituents,
  2. Participate in briefing calls with Commission staff to discuss project progress;
  3. Provide updates and presentations to the Commission, and
  4. Develop and provide a plan for dissemination of deliverables to Commission community partners and other interested parties.

## 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.
      1. The Region applied for will be based on the Proposer’s address.
   2. Provide the signature of someone authorized by the organization to enter into a contract and to attest that all information included in the proposal is true and accurate. 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. Be an established community-based organization which has been in operation for two (2) years and has experience with providing direct outreach and engagement for immigrants and/or refugees;
     1. Provide support.
  2. Have capacity to advocate in and engage with communities at the regional level;
     1. Provide support.
  3. Be a non-profit organization, registered to do business in California.
     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>

1. **PROPOSER BACKGROUND (ATTACHMENT 3)**

Provide a response to the following:

1. How long has your organization been in existence?
   1. Provide support.
2. How many staff are employed by your organization? This does not include volunteers or contractors.
   1. Provide support.
3. How many staff have lived experience as an immigrant or refugee?
   1. Provide support (names do not have to be provided).
4. How many staff are family members of immigrants or refugees?
5. How many staff speak the language of the identified population(s)?
   1. List the staff (does not need to be by name) and the languages they speak.
6. Does your organization have the capacity and capability to expand its reach if provided these additional funds?
   1. How will your organization expand?
   2. Provide support.
7. Describe what your organization does to advocate for the behavioral health needs of immigrant and refugee populations. Provide examples of specific programs or services.
8. Which immigrant and refugee populations do you currently serve?
9. What other immigrant and refugee populations reside in the areas that you serve?
10. Which county or counties does your organization conduct work in?
    1. Describe the type of work done in each county and provide examples of the work performed.
11. What are the specific needs and challenges of the populations that you currently serve?
12. How do you prioritize the needs and challenges that you address?
13. How do you address barriers to accessing services relating to:
    1. Lack of language interpretation or translation,
    2. Challenges to navigating health care system,
    3. Basic living needs,
    4. Fear of deportation,
    5. Cultural stigma surrounding mental health.
14. What indicators or metrics do you use to measure success?
    1. What is done with the information that is learned in terms of achieving outcomes?
15. **PROPOSED WORKPLAN (ATTACHMENT 4)**

Provide a response to the following:

1. Outreach and Engagement Plan
   1. Provide an Outreach and Engagement Plan narrative that is in line with the Scope of Work. The plan shall be specific to the immigrant and refugee populations in the areas that you serve. In addition,
      1. Provide an explanation of how the plan will accomplish the goal and objectives of this RFP.
      2. Explain how this plan will reach immigrant and refugee populations from different countries, cultures, and backgrounds.
      3. Provide a list of the activities or series of activities with a brief description of each that will occur as part of this plan.
         1. Explain the benefit of each activity to the population in relation to their needs and the Scope of Work.
         2. A minimum of six (6) Outreach and Engagement activities per year are required. A Proposer may propose up to twelve (12) Outreach and Engagement activities per year.
      4. Identify the specific needs and emerging challenges of the populations that will be served in your region.
         1. Explain how the plan will address these needs and challenges.
      5. Explain how this plan will provide an opportunity for immigrants and refugees to shape county behavioral health department’s integrated behavioral health plans required through BHSA.
      6. How will the success and effectiveness of the plan be measured?
         1. What data will be collected to evaluate the success and effectiveness?
      7. Provide a tentative high-level timeline to implement the plan over the contract period.
2. Training and Education Plan
   1. Provide a Training and Education Plan narrative that is in line with the Scope of Work. The plan shall be specific to the immigrant and refugee populations in the region. In addition,
      1. Provide an explanation of how the plan will accomplish the goal and objectives of this RFP.
      2. Provide a list of the activities or series of activities with a brief description of each that will occur as part of this plan.
         1. Explain the benefit of each activity to the population in relation to their needs and the Scope of Work.
         2. A minimum of three (3) Training and Education activities per year are required. A Proposer may propose up to six (6) Training and Education activities per year.
      3. Explain how this plan will reach immigrant and refugee populations from different countries, cultures, and backgrounds.
      4. Identify the specific needs and emerging challenges of the populations that will be served in your region.
         1. Explain how the plan will address these needs and challenges.
      5. How will the success and effectiveness of the plan be measured?
         1. What data will be collected to evaluate the success and effectiveness?
      6. Provide a tentative high-level timeline to implement the plan over the contract period.
3. Local Level Advocacy Plan
   1. Provide an Outreach and Engagement Plan narrative that is in line with the Scope of Work. The plan shall be specific to the immigrant and refugee populations in the region. In addition,
      1. Provide an explanation of how the plan will accomplish the goal and objectives of this RFP.
      2. Provide a list of the activities or series of activities with a brief description of each that will occur as part of this plan.
         1. Explain the benefit of each activity to these populations in relation to their needs and the Scope of Work.
         2. A minimum of three (3) Local Level Advocacy activities per year are required. A Proposer may propose up to six (6) Local Level Advocacy activities per year.
      3. Explain how this plan will reach immigrant and refugee populations from different countries, cultures, and backgrounds in the region.
      4. Identify the specific needs and emerging challenges of these populations that will be served in your region.
         1. Explain how the plan will address these needs and challenges.
      5. How will the success and effectiveness of the plan be measured?
         1. What data will be collected to evaluate the success and effectiveness?
      6. Provide a tentative high-level timeline to implement the plan over the contract period.
4. **COST SHEET (ATTACHMENT 5)**
5. The Cost Sheet is completed with the minimum number of required activities and the cost the Commission will pay for each activity.
6. Proposer may propose additional activities and modify the costs on the Cost Sheet.
   1. In this case the Proposer may add lines to the Cost Sheet and propose costs for activities impacted by the addition of new activities.
   2. In no case shall the cost of the original activities increase.
   3. The yearly total costs and the overall total costs will not change.
   4. The Commission reserves the right to negotiate to execute a contract, including but not limited to the acceptance of all activities to ensure they comply with the RFP and the cost for each activity.
7. **REFERENCES (ATTACHMENT 6, 7 and 8)**

Three (3) types of references are required with your proposal. Please carefully read was as to what is required and the number of references for each. All references shall be from activities performed within the last two (2) years

1. Populations currently being served. (ATTACHMENT 6)
   1. A reference is required from each population identified in the Proposer Background as being currently served by the Proposer.
   2. The reference is to confirm they were provided services and identify the population they are associated with.
   3. The reference shall be from a representative of the served population who was there when services were provided.
2. Organizations that have worked with the Proposer in providing advocacy services. (ATTACHMENT 7)
   1. Two (2) references are required from organizations that have worked with the Proposer in providing advocacy services to the identified population.
   2. The same organization cannot be used for both references.
   3. The references will attest that they worked with the Proposer and provide an objective assessment of the services that were performed.
3. Individuals who have received training and education, or outreach and engagement from the Proposer related to behavioral health needs and are not a family member of a board member and/or employee of the Proposer, or employed by the Proposer, or previously employed by the Proposer during the time period referred to in the reference. (ATTACHMENT 8)
   1. Two (2) references are required from individuals that have received training and education, or outreach and engagement from the Proposer.
   2. organizations that have worked with the Proposer in providing advocacy services to the identified population.
   3. The same individual cannot be used for both references.
   4. The references will attest that they received training and education, or outreach and engagement services from the Proposer and provide an objective assessment of the services that were performed.
4. **BIDDER DECLARATION (GSPD-05-105) ATTACHMENT (ATTACHMENT 9)**
5. 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 subcontractors in the proposal.
6. **CONTRACTOR CERTIFICATIONS CLAUSES (CCC-307) (ATTACHMENT 10)**
   1. Required certification to enter into a contract with the State.
7. **DARFUR CONTRACTING ACT CERTIFICATIONS (ATTACHMENT 11)**
8. 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.
9. 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)).
10. 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 12).
11. 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 12).
12. **PAYEE DATA RECORD (STD 204) (ATTACHMENT 12)**
13. 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)
14. **GENERATIVE ARTIFICIAL INTELLIGENCE (GENAI) (ATTACHMENT 13)**
15. Attachment 13 Generative Artificial Intelligence is no longer required to be submitted with the proposal.
16. 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.
17. Bidder/Offeror must notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract performance.  For avoidance of doubt, the term "materially impacts" shall have the meaning set forth in State Administrative Manual (SAM) [4986.2](https://www.dgs.ca.gov/Resources/SAM/TOC/4900/4986-2). 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.
18. Failure to report GenAI to the State may result in disqualification. The State reserves its right to seek any and all relief it may be entitled to as a result of such non-disclosure.
19. Upon notification by a Bidder/Offeror of GenAI as required, the state reserves the right to incorporate GenAI Special Provisions into the final contract or reject bids/offers that present an unacceptable level of risk to the state.
20. Government Code 11549.64 defines “Generative Artificial Intelligence (GenAI)” as an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system’s training data.
21. 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.
22. Failure to submit the GenAI Reporting and Factsheet (STD 1000) will result in disqualification of the Bidder / Offeror / Contractor.
23. 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.
24. 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@bhsoac.ca.gov](mailto:procurements@bhsoac.ca.gov), using ATTACHMENT 15, Questions Template. Email subject line shall be **RFP I-R-003**. 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.bhsoac.ca.gov](http://www.bhsoac.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 I-R-003

Tom Orrock

Behavioral 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: Proposer Background |
| Attachment 4: Proposed Workplan |
| Attachment 5: Cost Sheet |
| Attachment 6: References (Populations Served) |
| Attachment 7: References (Organizations) |
| Attachment 8: References (Individuals) |
| Attachment 9: Bidder Declaration (GSPD-05-105) |
| Attachment 10: Contractor Certification Clauses (CCC-307) |
| Attachment 11: Darfur Contracting Act Certification (if applicable) |
| Attachment 12: Payee Data Record (STD 204) |
| Attachment 13: Generative Artificial Intelligence (GenAI) |
| Attachment 14: 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@bhsoac.ca.gov](mailto:procurements@bhsoac.ca.gov)  
Subject Line: **RFP I-R-003**

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.

The Commission reserves the right to contact any Proposer to ensure a complete proposal was received, including clarification of submitted items.

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 Qualifications (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: Proposer Background
* Attachment 4: Proposed Workplan
* Attachment 5: Cost Sheet
* Attachment 6: References (Populations Served)
* Attachment 7: References (Organizations)
* Attachment 8: References (Individuals)

**Total Points Available:**

|  |  |  |
| --- | --- | --- |
| **No.** | **Requirement** | **Points Available** |
| 1 | Administrative Review | Pass/Fail |
| 3 | Proposer Background | 5,000 |
| 4 | Proposed Workplan | 10,800 |
| 5 | Cost Sheet | 2,000 |
| 6 | References | 3,000 |
| **9** | **Total Evaluation Points** | **20,800** |

**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 0, 1, 2, 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** |
| **PROPOSER BACKGROUND** | |  |
| C.1. | How long has your organization been in existence?  *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 |
| C.1.a. | Provide support.  *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 |
| C.2. | How many staff are employed by your organization? This does not include volunteers or contractors.  *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 |
| C.2.a. | Provide support.  *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 |
| C.3. | How many staff have lived experience as an immigrant or refugee?  *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 |
| C.3.a. | Provide support (names do not have to be provided).  *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 |
| C.3.Calc | Staff with lived experience as an immigrant and/or refugee.  Points will be awarded based on the ratio of staff who have lived experience as an immigrants and/or refugees (C.3.) compared to the total staff (C.2.) multiplied by the points available (300).  *Calculation: Number of staff who have lived experience as an immigrants and/or refugees / Number of staff x 300 points*  *(Example: Proposer A has 5 staff. 3 of them have lived experience as an immigrants and/or refugees. Proposer A would be awarded the following points: 3 / 5 x 300 points = 180 points)* | 300 |
| C.4. | How many staff are family members of immigrants or refugees?  *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 |
| C.5. | How many staff speak the language of the identified population(s)?  *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 |
| C.5.a. | List the staff (does not need to be by name) and the languages they speak.  *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 |
| C.5.Calc | Speaks the language of the identified population.  Points will be awarded based on the ratio of staff who speak the language of the identified population (C.5.) compared to the total staff (C.2.) multiplied by the points available (300).  *Calculation: Number staff who speak the identified population language / Number of Staff x 300 points*  *(Example: Proposer A has 5 staff. 4 of them speak the language of the identified population that they serve. Proposer A would be awarded the following points: 4 / 5 x 300 points = 240 points)* | 300 |
| C.6. | Does your organization have the capacity and capability to expand its reach if provided these additional funds?  *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 |
| C.6.a. | How will your organization expand?  *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 |
| C.6.b. | Provide support.  *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 |
| C.7. | Describe what your organization does to advocate for the behavioral health needs of immigrant and refugee populations. Provide examples of specific programs or services.  *Scoring Criteria: Clarity and Reasonableness*  *(Max 300 points available. Calculated: Clarity and Reasonableness are worth 5 points each. Score will be multiplied by 30 to award max points)* | 300 |
| C.8. | Which immigrant and refugee populations do you currently serve?  *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 |
| C.9. | What other immigrant and refugee populations reside in the areas that you serve?  *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 |
| C.10. | Which county or counties does your organization conduct work in?  *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 |
| C.10.a. | Describe the type of work done in each county and provide examples of the work performed.  *Scoring Criteria: Clarity and Reasonableness*  *(Max 300 points available. Calculated: Clarity and Reasonableness are worth 5 points each. Score will be multiplied by 30 to award max points)* | 300 |
| C.11. | What are the specific needs and challenges of the populations that you currently serve?  *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 |
| C.12. | How do you prioritize the needs and challenges that you address?  *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 |
| C.13. | How do you address barriers to accessing services relating to: |  |
| C.13.a. | Lack of language interpretation or translation,  *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 |
| C.13.b. | Challenges to navigating health care system,  *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 |
| C.13.c. | Basic living needs,  *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 |
| C.13.d. | Fear of deportation,  *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 |
| C.13.e. | Cultural stigma surrounding mental health.  *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 |
| C.14. | What indicators or metrics do you use to measure success?  *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 |
| C.14.a. | What is done with the information that is learned in terms of achieving outcomes?  *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 |
| **PROPOSED WORKPLAN** | |  |
| D. | Provide a response to the following: |  |
| D.1. | Outreach and Engagement Plan |  |
| D.1.a. | Provide an Outreach and Engagement Plan narrative that is in line with the Scope of Work. The plan shall be specific to the immigrant and refugee populations in the region (Areas that you serve). In addition,  *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 |
| D.1.a.1) | Provide an explanation of how the plan will accomplish the goal and objectives of this RFP.  *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 |
| D.1.a.2) | Explain how this plan will reach immigrant and refugee populations from different countries, cultures, and backgrounds.  *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 |
| D.1.a.3) | Provide a list of the activities or series of activities with a brief description of each that will occur as part of this 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 |
| D.1.a.3)a) | Explain the benefit of each activity to the population in relation to their needs and the Scope of Work.  *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 |
| D.1.a.3)b) | A minimum of 6 Outreach and Engagement activities per year are required. A Proposer may propose up to 12 Outreach and Engagement activities per year.  *Note – An additional 6 activities per year x 3 years = 18 activities may be proposed.*  *Scoring Criteria: Reasonableness and Completeness.*  *(Max 900 points available. Calculated: Reasonableness and Completeness are worth 5 points each. Score will be multiplied by 5 for each additional activity to award max points)* | 900 |
| D.1.a.4) | Identify the specific needs and emerging challenges of the populations that will be served in your region.  *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 |
| D.1.a.4)a) | Explain how the plan will address these needs and challenges.  *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 |
| D.1.a.5) | Explain how this plan will provide an opportunity for immigrants and refugees to shape county behavioral health department’s integrated behavioral health plans required through BHSA.  *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 |
| D.1.a.6) | How will the success and effectiveness of the plan be measured?  *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 |
| D.1.a.6)a) | What data will be collected to evaluate the success and effectiveness?  *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 |
| D.1.a.7) | Provide a tentative high-level timeline to implement the plan over the contract period.  *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 |
| D.2. | Training and Education Plan |  |
| D.2.a. | Provide a Training and Education Plan narrative that is in line with the Scope of Work. The plan shall be specific to the immigrant and refugee populations in the region. In addition,  *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 |
| D.2.a.1) | Provide an explanation of the how the plan will accomplish the goal and objectives of this RFP.  *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 |
| D.2.a.2) | Provide a list of the activities or series of activities with a brief description of each that will occur as part of this 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 |
| D.2.a.2)a) | Explain the benefit of each activity to the population in relation to their needs and the Scope of Work.  *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 |
| D.2.a.2)b) | A minimum of 3 Training and Education activities per year are required. A Proposer may propose up to 6 Training and Education activities per year.  *Note – An additional 3 activities per year x 3 years = 9 activities may be proposed.*  *Scoring Criteria: Reasonableness and Completeness.*  *(Max 450 points available. Calculated: Reasonableness and Completeness are worth 5 points each. Score will be multiplied by 5 for each additional activity to award max points)* | 450 |
| D.2.a.3) | Explain how this plan will reach immigrant and refugee populations from different countries, cultures, and backgrounds.  *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 |
| D.2.a.4) | Identify the specific needs and emerging challenges of the populations that will be served in your region.  *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 |
| D.2.a.4)a | Explain how the plan will address these needs and challenges.  *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 |
| D.2.a.5) | How will the success and effectiveness of the plan be measured?  *Scoring Criteria: Clarity, Reasonableness, Completeness, and Alignment.*  *(Max 3000 points available. Calculated: Clarity, Reasonableness, Completeness, and Alignment are worth 5 points each. Score will be multiplied by 15 to award max points)* | 300 |
| D.2.a.5)a) | What data will be collected to evaluate the success and effectiveness?  *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 |
| D.2.a.6) | Provide a tentative high-level timeline to implement the plan over the contract period.  *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 |
| D.3. | Local Level Advocacy Plan |  |
| D.3.a. | Provide an Outreach and Engagement Plan narrative that is in line with the Scope of Work. The plan shall be specific to the immigrant and refugee populations in the region. In addition,  *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 |
| D.3.a.1) | Provide an explanation of how the plan will accomplish the goal and objectives of this RFP.  *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 |
| D.3.a.2) | Provide a list of the activities or series of activities with a brief description of each that will occur as part of this 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 |
| D.3.a.2)a) | Explain the benefit of each activity to the population in relation to their needs and the Scope of Work.  *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 |
| D.3.a.2)b) | A minimum of 3 Local Level Advocacy activities per year are required. A Proposer may propose up to 6 Local Level Advocacy activities per year.  *Note – An additional 3 activities per year x 3 years = 9 activities may be proposed.*  *Scoring Criteria: Reasonableness and Completeness.*  *(Max 450 points available. Calculated: Reasonableness and Completeness are worth 5 points each. Score will be multiplied by 5 for each additional activity to award max points)* | 450 |
| D.3.a.3) | Explain how this plan will reach immigrant and refugee populations from different countries, cultures, and backgrounds.  *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 |
| D.3.a.4) | Identify the specific needs and emerging challenges of the populations that will be served in your region.  *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 |
| D.3.a.4)a) | Explain how the plan will address these needs and challenges.  *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 |
| D.3.a.5) | How will the success and effectiveness of the plan be measured?  *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 |
| D.3.a.5)a) | What data will be collected to evaluate the success and effectiveness?  *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 |
| D.3.a.6) | Provide a tentative high-level timeline to implement the plan over the contract period.  *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 |
|  |  |  |
| **COST SHEET** | |  |
| E. | Cost sheet is pre-filled. If the Proposer accepts it as is, they will receive full points. If modifications are made to the cost sheet, the cost sheet will be subject to review with the appropriate points awarded.  *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 133.33 to award max points)* | 2000 |
| **REFERENCES** | |  |
| F. | The Proposer is required to provide three types of references: |  |
| F.1. | A reference is required from each population identified in the Proposer Background as being currently served by the Proposer.  *Scoring Criteria: References support the number of populations listed in C.7. (Max 1000 points. Calculated: Number of compliant references divided by the count of populations currently being served in C.7. multiplied by 1000)* | 1000 |
| F.2. | Two (2) references are required from organizations that have worked with the Proposer in providing advocacy services to the identified population.  *Scoring Criteria: Actual Reference Scores. (Max 500 points per reference, 1000 total points. Calculated: Each reference is worth 25 points. Each reference score will be multiplied by 20 to award max points)* | 1000 |
| F.3. | Two (2) references are required from individuals that have received training and education, or outreach and engagement from the Proposer.  *Scoring Criteria: Actual Reference Scores. (Max 500 points per reference, 1000 total points. Calculated: Each reference is worth 25 points. Each reference score will be multiplied by 20 to award max points)* | 1000 |
|  | |  |
| **TOTAL EVALUATION POINTS** | | **20,800** |

**\*** 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 – Total cost is not a factor in the evaluation of these proposals as the full amount of funds available will be disbursed to the winning proposals.

## 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. | Be an established community-based organization which has been in operation for two (2) years and has experience with providing direct outreach and engagement for immigrants and/or refugees; |
| *Provide support or reference the location in the proposal where the support is located* |
| B.2. | Have capacity to advocate in and engage with communities at the regional level. |
| *Provide support or reference the location in the proposal where the support is located* |
| B.3. | Be a non-profit organization, registered to do business in California.  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: PROPOSER BACKGROUND

Provide a response to the following:

|  |  |
| --- | --- |
| C.1. | How long has your organization been in existence? |
|  |
| 1. Provide support. |
|  |
| C.2. | How many staff are employed by your organization? This does not include volunteers or contractors. |
|  |
| 1. Provide support. |
|  |
| C.3. | How many staff have lived experience as an immigrant or refugee? |
|  |
| 1. Provide support (names do not have to be provided). |
|  |
| C.4. | How many staff are family members of immigrants or refugees? |
|  |
| C.5. | How many staff speak the language of the identified population(s)? |
|  |
| 1. List the staff (does not need to be by name) and the languages they speak. |
|  |
| C.6. | Does your organization have the capacity and capability to expand its reach if provided these additional funds? |
|  |
| 1. How will your organization expand? |
|  |
| 1. Provide support. |
|  |
| C.7. | Describe what your organization does to advocate for the behavioral health needs of immigrant and refugee populations. Provide examples of specific programs or services. |
|  |
| C.8. | Which immigrant and refugee populations do you currently serve? |
|  |
| C.9. | What other immigrant and refugee populations reside in the areas that you serve? |
|  |
| C.10. | Which county or counties does your organization conduct work in? |
|  |
| 1. Describe the type of work done in each county and provide examples of the work performed. |
|  |
| C.11. | What are the specific needs and challenges of the populations that you currently serve? |
|  |
| C.12. | How do you prioritize the needs and challenges that you address? |
|  |
| C.13. | How do you address barriers to accessing services relating to: |
| 1. Lack of language interpretation or translation, |
|  |
| 1. Challenges to navigating health care system, |
|  |
| 1. Basic living needs, |
|  |
| 1. Fear of deportation, |
|  |
| 1. Cultural stigma surrounding mental health. |
|  |
| C.14. | What indicators or metrics do you use to measure success? |
|  |
| 1. What is done with the information that is learned in terms of achieving outcomes? |
|  |
|  | |

## ATTACHMENT 4: PROPOSED WORKPLAN

Provide a response to the following:

|  |  |
| --- | --- |
| D.1. | Outreach and Engagement Plan |
| 1. Provide an Outreach and Engagement Plan narrative that is in line with the Scope of Work. The plan shall be specific to the immigrant and refugee populations in the areas that you serve. In addition, |
|  |
| 1. Provide an explanation of how the plan will accomplish the goal and objectives of this RFP. |
|  |
| 1. Explain how this plan will reach immigrant and refugee populations from different countries, cultures, and backgrounds. |
|  |
| 1. Provide a list of the activities or series of activities with a brief description of each that will occur as part of this plan. |
|  |
| * + - 1. Explain the benefit of each activity to the population in relation to their needs and the Scope of Work. |
|  |
| * + - 1. A minimum of 6 Outreach and Engagement activities per year are required. A Proposer may propose up to 12 Outreach and Engagement activities per year.   *(State the number of additional activities included in the response to D.1.a.3) and D.1.a.3)a)* |
|  |
| 1. Identify the specific needs and emerging challenges of the populations that will be served in your region. |
|  |
| * + - 1. Explain how the plan will address these needs and challenges. |
|  |
| 1. Explain how this plan will provide an opportunity for immigrants and refugees to shape county behavioral health department’s integrated behavioral health plans required through BHSA. |
|  |
| 1. How will the success and effectiveness of the plan be measured? |
|  |
| 1. What data will be collected to evaluate the success and effectiveness? |
|  |
| 1. Provide a tentative high-level timeline to implement the plan over the contract period. |
|  |
| D.2. | Training and Education Plan |
| 1. Provide a Training and Education Plan narrative that is in line with the Scope of Work. The plan shall be specific to the immigrant and refugee populations in the region. In addition, |
|  |
| 1. Provide an explanation of the how the plan will accomplish the goal and objectives of this RFP. |
|  |
| 1. Provide a list of the activities or series of activities with a brief description of each that will occur as part of this plan. |
|  |
| 1. Explain the benefit of each activity to the population in relation to their needs and the Scope of Work. |
|  |
| 1. A minimum of 3 Training and Education activities per year are required. A Proposer may propose up to 6 Training and Education activities per year.   *(State the number of additional activities included in the response to D.2.a.3) and D.2.a.3)a)* |
|  |
| 1. Explain how this plan will reach immigrant and refugee populations from different countries, cultures, and backgrounds. |
|  |
| 1. Identify the specific needs and emerging challenges of the populations that will be served in your region. |
|  |
| 1. Explain how the plan will address these needs and challenges. |
|  |
| 1. How will the success and effectiveness of the plan be measured? |
|  |
| 1. What data will be collected to evaluate the success and effectiveness? |
|  |
| 1. Provide a tentative high-level timeline to implement the plan over the contract period. |
|  |
| D.3. | Local Level Advocacy Plan |
| a. Provide an Outreach and Engagement Plan narrative that is in line with the Scope of Work. The plan shall be specific to the immigrant and refugee populations in the region. In addition, |
|  |
| 1. Provide an explanation of how the plan will accomplish the goal and objectives of this RFP. |
|  |
| 1. Provide a list of the activities or series of activities with a brief description of each that will occur as part of this plan. |
|  |
| 1. Explain the benefit of each activity to the population in relation to their needs and the Scope of Work. |
|  |
| 1. A minimum of 3 Local Level Advocacy activities per year are required. A Proposer may propose up to 6 Local Level Advocacy activities per year.   *(State the number of additional activities included in the response to D.3.a.3) and D.3.a.3)a)* |
|  |
| 1. Explain how this plan will reach immigrant and refugee populations from different countries, cultures, and backgrounds. |
|  |
| 1. Identify the specific needs and emerging challenges of the populations that will be served in your region. |
|  |
| 1. Explain how the plan will address these needs and challenges. |
|  |
| 1. How will the success and effectiveness of the plan be measured? |
|  |
| a) What data will be collected to evaluate the success and effectiveness? |
|  |
| 1. Provide a tentative high-level timeline to implement the plan over the contract period. |
|  |
|  | |

## ATTACHMENT 5: COST SHEET

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Proposer Name:** | | | | |
| **No.** | **Deliverable** | **Year 1** | **Year 2** | **Year 3** |
| 1 | Outreach and Engagement Activity 1 | $13,500 | $13,500 | $13,500 |
| 2 | Outreach and Engagement Activity 2 | $13,500 | $13,500 | $13,500 |
| 3 | Outreach and Engagement Activity 3 | $13,500 | $13,500 | $13,500 |
| 4 | Outreach and Engagement Activity 4 | $13,500 | $13,500 | $13,500 |
| 5 | Outreach and Engagement Activity 5 | $13,500 | $13,500 | $13,500 |
| 6 | Outreach and Engagement Activity 6 | $13,500 | $13,500 | $13,500 |
| 7 | *(add lines as necessary for additional activities)* | *$* | *$* | *$* |
| 8 | Training and Education Activity 1 | $10,000 | $10,000 | $10,000 |
| 9 | Training and Education Activity 2 | $10,000 | $10,000 | $10,000 |
| 10 | Training and Education Activity 3 | $10,000 | $10,000 | $10,000 |
| 11 | *(add lines as necessary for additional activities)* | *$* | *$* | *$* |
| 12 | Local Level Advocacy Activity 1 | $9,500 | $9,500 | $9,500 |
| 13 | Local Level Advocacy Activity 2 | $9,500 | $9,500 | $9,500 |
| 14 | Local Level Advocacy Activity 3 | $9,500 | $9,500 | $9,500 |
| 15 | *(add lines as necessary for additional activities)* | *$* | *$* | *$* |
| 16 | Progress Report/Quarterly Meeting Q1 | $1,500 | $1,500 | $1,500 |
| 17 | Progress Report/Quarterly Meeting Q2 | $1,500 | $1,500 | $1,500 |
| 18 | Progress Report/Quarterly Meeting Q3 | $1,500 | $1,500 | $1,500 |
| 19 | Progress Report/Quarterly Meeting Q4 | $1,500 | $1,500 | $1,500 |
| 20 | Local Organizations Networking Q1 | $1,500 | $1,500 | $1,500 |
| 21 | Local Organizations Networking Q2 | $1,500 | $1,500 | $1,500 |
| 22 | Local Organizations Networking Q3 | $1,500 | $1,500 | $1,500 |
| 23 | Local Organizations Networking Q4 | $1,500 | $1,500 | $1,500 |
| 24 | Statewide Collaborations Meeting 1 | $2,000 | $2,000 | $2,000 |
| 25 | Statewide Collaborations Meeting 2 (In Person) | $4,000 | $4,000 | $4,000 |
| 26 | Annual Report | $7,000 | $7,000 | $7,000 |
| 27 | Final Report |  |  | $9,000 |
| 28 |  |  |  |  |
| 29 | Yearly Total Cost | $164,500 | $164,500 | $173,500 |
| 30 | Total Cost for All Years |  |  | $502,500 |

Instructions:

1. The Cost Sheet is completed with the minimum number of required activities and the cost the Commission will pay for each activity.
2. Proposer may propose additional activities and modify the costs on the Cost Sheet.
   1. In this case the Proposer may add lines to the Cost Sheet and propose costs for activities impacted by the addition of new activities.
   2. In no case shall the cost of the original activities increase.
   3. The yearly total costs and the overall total costs will not change.
   4. The Commission reserves the right to negotiate to execute a contract, including but not limited to the acceptance of all activities to ensure they comply with the RFP and the cost for each activity.

## ATTACHMENT 6: REFERENCES (Populations Currently Served)

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

|  |  |
| --- | --- |
| **Individual or Organization Name:** |  |
| **Time Period the Reference Covers**  (Must have been within the last 2 years of the release date of this RFP) |  |
| **Service Provided:**  (Must be related to providing Outreach and Engagement, Training and Education, or local advocacy for the identified population) |  |
| **Population:**  (Identify the Immigrant and/or Refugee population that you represent that was being served) |  |
| **Reference Contact Name and Title:** |  |
| **Reference Contact Phone Number:** |  |
| **Reference Contact E Mail Address:** |  |

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

## ATTACHMENT 7: REFERENCES (Organization)

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

|  |  |
| --- | --- |
| **Organization Name:** |  |
| **Time Period the Reference Covers**  (must have worked with the Proposer within the last 2 years of the release date of this RFP) |  |
| **Service Provided:**  (Must be related to providing local advocacy for the identified population) |  |
| **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. Provide comments related to the rating.

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 advocacy, outreach, and training activities related to mental health. |  | 1 2 3 4 5 |
| 2. Demonstrated capability to manage a project of similar duration and funding. |  | 1 2 3 4 5 |
| 3. Demonstrated incorporating concepts of client and family resilience and recovery into programs, projects, training, and technical assistance. |  | 1 2 3 4 5 |
| 4. Demonstrated the ability to speak in the language of the immigrant/refugee population being served. |  | 1 2 3 4 5 |
| 5. Demonstrated that staff of the Proposer have experience as an immigrant/refugee. |  | 1 2 3 4 5 |

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

## ATTACHMENT 8: REFERENCES (Individual)

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

|  |  |
| --- | --- |
| **Individual/Reference Name:** |  |
| **Time Period the Reference Covers**  (must have worked with the Proposer within the last 2 years of the release date of this RFP) |  |
| **Service Provided:**  (Must be for training and education, or outreach and engagement from the proposer related to mental health needs) |  |
| **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. Provide comments related to the rating.

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. Did staff understand your issues/needs? |  | 1 2 3 4 5 |
| 2. Did staff speak to you in your native language? |  | 1 2 3 4 5 |
| 3. Did staff appear to have experience as an immigrant and/or refugee? |  | 1 2 3 4 5 |
| 4. Did staff successfully assist you? |  | 1 2 3 4 5 |
| 5. Did you trust the staff? |  | 1 2 3 4 5 |

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

## ATTACHMENT 9: 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 10: 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 11: 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 12: PAYEE DATA RECORD (STD 204)

The Proposer must complete and submit the Payee Data Record (STD. 204) with their Proposal.

This form is available at: <http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf>

## ATTACHMENT 13: 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 13 Generative Artificial Intelligence is no longer required to be submitted with the proposal.

## ATTACHMENT 14: 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: Proposer Background |
|  | Attachment 4: Proposed Workplan |
|  | Attachment 5: Cost Sheet |
|  | Attachment 6: References (Populations Served) |
|  | Attachment 7: References (Organizations) |
|  | Attachment 8: References (Individuals) |
|  | Attachment 9: Bidder Declaration (GSPD-05-105) |
|  | Attachment 10: Contractor Certification Clauses (CCC-307) |
|  | Attachment 11: Darfur Contracting Act Certification (if applicable) |
|  | Attachment 12: Payee Data Record (STD 204) |
|  | Attachment 13: Generative Artificial Intelligence (GenAI) |
|  | Attachment 14: Final Submission Checklist |

## ATTACHMENT 15: 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 I-R-003** | | |
|  | **RFP Section Reference** | **Question** |
| 1 |  |  |
| 2 |  |  |
| 3 |  |  |
| 4 |  |  |
| 5 |  |  |
| 6 |  |  |
| 7 |  |  |
| 8 |  |  |

## APPENDIX 1: CONTRACT EXHIBITS B and C and D

**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:

Behavioral Health Services Oversight and Accountability Commission  
Attention: Accounting Office  
1812 9th Street  
Sacramento, CA 95831  
Accounting@bhsoac.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 five hundred two thousand five hundred dollars and no cents ($502,500.00). 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.

**ADD TABLE**

**EXHIBIT C****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.**

**EXHIBIT D  
SPECIAL TERMS AND CONDITIONS**

1. Generative AI (GenAI): “Generative AI (GenAI)” means an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system's training data. (Gov. Code § 11549.64.).
   1. Contractor shall immediately notify the State in writing if it: (1) intends to provide GenAI as a Deliverable to the State; or (2) intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any Deliverable that materially impacts: (i) functionality of the System, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term “materially impacts” as used in this section shall have the same meaning set forth in State Administrative Manual (SAM) 4986.2 Definitions for GenAI.
   2. Notification shall be provided to the State designee identified in this Contract.
   3. At the direction of the State, Contractor shall discontinue the provision to the State of any previously unreported GenAI that results in a material impact to the functionality of the System, risk to the State, or Contract performance, as determined by the State.
   4. If the use of previously undisclosed GenAI is approved by the State, then Contractor will update the Deliverable description, and the Parties will amend the Contract accordingly, which may include incorporating the GenAI Special Provisions into the Contract, at no additional cost to the State.
   5. The State, at its sole discretion, may consider Contractor’s failure to disclose or discontinue the provision or use of GenAI as described above, to constitute a material breach of Contract when such failure results in a material impact to the functionality of the System, risk to the State, or Contract performance. The State is entitled to seek any and all remedies available to it under law as a result of such breach, including but not limited to termination of the contract.