

**REQUEST FOR PROPOSAL (RFP)**

**Immigrants and Refugees Advocacy**

**Statewide Organization**

**RFP I-R 004**

July 30, 2025

Behavioral Health Services

Oversight and Accountability Commission

1812 9th Street

Sacramento, CA 95811

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

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## INTRODUCTION

The Behavioral Health Services Oversight and Accountability Commission (Commission) is seeking an experienced Contractor to work with Immigrant and Refugee Populations. The contract awarded pursuant to this Request for Proposal (RFP) are to support advocacy, training and education, and outreach and engagement for Immigrants and Refugees at the state level to address the behavioral health needs unique to these populations.

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 in 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 and most diverse Populations of Immigrants and Refugees. According to the Public Policy Institute of California, over 10.4 million Immigrants live in the state accounting for about 27% of the entire state Population. Most Immigrant arrivals from the last two decades are from Latin American (49%) and Asian (41%) countries. Today, Immigrant Populations are mostly concentrated in coastal metropolitan areas including Santa Clara, San Mateo, Alameda, San Francisco, and Los Angeles counties. Counties in the northern regions and the Sierra Nevada areas make up a very small portion of the Immigrant Population. More than half of California Immigrants are working-age adults (25-54) and a third of all working adults are Immigrants. Almost half of all Californian children have at least one Immigrant parent.

According to the California Immigrant Data Portal, California continues to be one of the top states for Refugee arrivals. During fiscal years 2012-2022, about 9% of nationwide Refugee arrivals initially resettled in California. As of 2022, Sacramento, San Diego, and Los Angeles counties have been the most common destinations for Refugees. The majority of Refugees in the last two decades arrived from Iran, Iraq, Ukraine, and Laos.

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 the ability of Immigrants and Refugees to access behavioral health services due to changes in publicly funded programs and increased scrutiny on mixed-status families contribute to the disparities in behavioral health care for these Populations (CalMatters).

Statewide advocacy directed at state level decision-makers and local level partnerships with community based organizations are both critical for elevating the needs of Immigrants and Refugees.

## PURPOSE

The Commission is releasing a Request for Proposal (RFP) to award a contract to one (1) Statewide Organization (hereafter referred to as “Contractor”) to lead statewide efforts 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. The Statewide Organization will work with seven (7) local organizations to uplift their voice from their local areas to a statewide platform, as well as advocate for all Immigrant and Refugee Populations at the statewide level.

The successful Proposer must demonstrate that it has the experience 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 amount available for this contract is $502,500.

## BACKGROUND

The State Legislature approves a total of $1,340,000 per year for the Commission to fund advocacy, training and education, and outreach and engagement on behalf of Immigrant and Refugee Populations. Since 2018, the Commission has contracted with local-level and statewide organizations to conduct this work.

## 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 | 07/30/2025 |
| Deadline for Written Questions | 08/06/2025 |
| Distribute Responses to Questions  | 08/13/2025 |
| Deadline to Submit Proposals | 09/05/2025 by 12:00 pm (pacific) |
| Notice of Intent to Award\* | 10/23/2025 |

*\* 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. **DEADLINE FOR WRITTEN QUESTIONS**

All questions must be submitted directly to the Commission via email to: procurements@bhsoac.ca.gov by the deadline listed in Table 4-1 above and must include in the Subject Line: **RFP I-R-004**. Use Attachment 12, 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 by the deadline listed in Table 4-1 above and must include in the Subject Line: **RFP I-R-004**. For the purposes of this RFP, the official time that will be used to determine if a proposal was submitted on time is when the Commission receives the proposal.

1. **NOTICE OF INTENT TO AWARD**

The Notice of Intent to Award will be announced at the October 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 December 31, 2028.

1. **AWARD PROCEDURES**

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

Prior to awarding the Contract, a Notice of Intent to Award will be posted on the 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 upon contract execution. 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

1. **GOALS AND OBJECTIVES**

The overarching goals and objectives are to:

1. Advocate at the state level to address statewide issues that contribute to negative mental health and/or substance use disorder (hereafter referred to as “behavioral health”) outcomes for members of this Population.
2. Leverage and support existing state and local programs relating to language access, Community Defined Evidence Based Practices (CDEPs), culturally responsive services, and workforce development, providing the seven (7) Local Organization Contractors with connections to those resources.
3. Work with Commission staff to organize convenings between the Local Organization Contractors to gain insight into current needs and elevate findings to the state level, using these opportunities to collaborate and strategize ways to best advocate for the needs of the Population.
4. Share policy recommendations with state leaders, policymakers, behavioral health providers, community leaders, and government entities on behalf of the Local Organization Contractors.
5. Educate the Local Organization Contractors 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, as well as engage in outreach to gather feedback and advocate for the needs of underserved populations in the county BHSA Community Planning Process.
6. **CONTRACTOR RESPONSIBILITIES**

The Contractor will be responsible for advocating for the needs of the Population through state-level advocacy, representation, and policy engagement. In addition, the Contractor will organize and facilitate convenings and provide technical assistance for the Local Organization Contractors, which were identified through a separate procurement.

1. **Local Organization Contractors**

The Contractor will assist the Local Organization Contractors with strategies for advocating at the local level, including promotion of the Immigrant and Refugee voice in the BHSA Community Planning Process. The following are the Local Organization Contractors who are under the scope of this contract:

* 1. Asian Americans for Community Involvement, Inc. (San Jose)
	2. BPSOS Center for Community Advancement, Inc. (Westminster)
	3. Center for Empowering Refugees and Immigrants (Oakland)
	4. El Sol Neighborhood Educational Center (San Bernardino)
	5. Health Education Council (Sacramento)
	6. International Rescue Committee, Inc. (San Diego and Los Angeles)
	7. Refugees Enrichment & Development Association Inc. (Sacramento)
1. **State Level Advocacy**

Facilitate advocacy activities necessary to meaningfully address the behavioral health needs of Immigrants and Refugees across California through the information, findings, and experiences provided by each Local Organization Contractor and supplemented by the expertise of the Statewide Organization Contractor. Activities should collectively meet the following objectives:

* 1. Increase knowledge of Immigrant and Refugee behavioral health and related issues at the state level through meetings, presentations, and hearings with state legislators, policy makers, and state leaders.
	2. Advance statewide legislation and policies that address negative behavioral health outcomes of Immigrant and Refugee Populations that are evidence-based and informed by community members.
	3. Promote or expand on existing statewide programs that address behavioral health needs including language access, CDEPs, culturally responsive approaches, and workforce development.
	4. Support statewide participation and self-representation of Immigrants and Refugees in legislative hearings, policy discussions, and public advocacy events such as townhalls or rallies.
1. **Convenings with Local Organization Contractors**

The Contractor will organize and facilitate convenings with the Local Organization Contractors and the Commission. Convenings will be held twice (2) per contract year (six (6) in total), with at least one convening per contract year held in person, as follows:

* 1. Convenings will be designed to collaborate and report on findings from respective advocacy work and to partner on initiatives and other projects.
	2. Convenings will be utilized to determine which issues to prioritize, policies to support, and recommendations to be made to state leaders and policymakers.
	3. The Contractor shall establish relationships and maintain regular contact with each of the Local Organization Contractors to share findings, information and experiences, news, resources, and other information as it relates to ongoing activities, and shall provide statewide technical assistance to the Local Organization Contractors, as needed.
1. **Behavioral Health Services Act (BHSA)**

The Contractor will provide technical assistance to the Local Organization Contractors to effectively participate in county BHSA Community Planning Process, facilitate information sharing, and create a feedback loop to inform the state about Immigrant and Refugee inclusion in BHSA implementation. This includes:

1. Monitoring and reporting to the state on how well Immigrant and Refugee communities are included in the county BHSA Community Planning Processes.
2. Facilitating the convening of the Local Organization Contractors to share experiences, challenges, and best practices related to BHSA implementation and participation in the county BHSA Community Planning Process.
3. Collecting, analyzing, and translating information from the Local Organization Contractors to inform the state about the effectiveness of BHSA implementation and identify opportunities for improvement.
4. Providing technical assistance to the Local Organization Contractors to support and strengthen their participation in the county BHSA Community Planning Process.
5. Assisting the Local Organization Contractors in reviewing and interpreting county behavioral health expenditure reports to assess whether services and expenditures for Immigrant and Refugee communities align with county BHSA Integrated Plans and stakeholder input and translating these findings to the state to inform BHSA implementation.
6. **Data Collection and Utilization**

The Contractor will support the Local Organization Contractors in sharing findings and lessons learned with one another. The Contractor shall:

* 1. Collect and organize data and information received from the Local Organizations to allow for meaningful comparisons, which shall include standardization and/or formatting of the data in order to:
		1. Inform statewide themes and trends and identify policy opportunities.
		2. Organize it in ways that cross-compares and highlights differences or commonalities across regions (including urban versus rural), communities, Populations, statewide versus local, and Immigrant versus Refugee needs.
	2. Synthesize data and extract insights for themes, policy implications and recommendations, and to fulfill the requirements of the Final Report.
	3. Track data themes and changes over time.
1. **DELIVERABLES**
2. **Progress Report**

Contractor shall complete and submit a Progress Report 30 days after the end of each contract quarter. These reports will provide the Commission with a summary of progress on all Scope of Work requirements, including Contractor Responsibilities and deliverables in their 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. **Annual Report**

Contractor shall provide an annual report, which is due within 30 days from the end of each contract year. The Annual Report shall support continuous improvement by documenting efforts to integrate community feedback, facilitate stakeholder collaboration, and identify data-driven insights to adapt and enhance advocacy, outreach, and engagement strategies throughout the contract term. The Annual Report shall include, but not be limited to, the following:

1. State-Level Policy Engagement

Contractor shall identify 2–5 priority behavioral health policy issues relevant to Immigrant and Refugee Populations. For each issue:

* + 1. Describe all actions taken by the contractor.
		2. Identify the specific departments, agencies, or legislators engaged.
		3. Propose at least one concrete next step for the Commission.
		4. Summarize any barriers or missed opportunities and describe strategies for future engagement.
1. Outreach and Advocacy Evaluation

Contractor shall assess the impact and effectiveness of outreach and advocacy efforts conducted during the year. Evaluation shall include:

1. Description of outreach strategies used.
2. Evaluation of what strategies were effective, and which were not, with reasons why.
3. Analyses of measurable changes resulting from these efforts.
4. Explanation of how feedback and insights from the Local Organization Contractors informed or reshaped the statewide advocacy strategy.
5. Inclusion of qualitative or quantitative data from stakeholders.
6. Assessment of outreach inclusivity, including which BHSA populations or subpopulations were newly engaged, which remained hard to reach, and any identified reasons for limited engagement. Describe any adaptations made in response to these limitations.
7. Technical Assistance to Support the County BHSA Community Planning Process
8. Summarize the technical assistance offered to the Local Organization Contractors to strengthen their participation in the county BHSA Community Planning Process.
9. Describe activities for sharing challenges, best practices, and collecting local feedback on BHSA implementation, that was shared with the state.
10. Report on how Immigrant and Refugee communities were included in the county BHSA Community Planning Process, highlighting successes, barriers, and recommendations for future engagement.
11. Briefly outline how the TA provided helped the Local Organization Contractors assess county expenditures for alignment with Immigrant/Refugee needs.
12. Recommendations

Contractor shall provide 3–5 actionable recommendations based on work from the contract year. For each recommendation:

1. Present a clear problem statement with context.
2. Include supporting data, Local Organization Contractor(s) feedback, and community stories.
3. Suggest a concrete Commission action.
4. Summarize how recommendations were validated with community members and any resulting changes.
5. **Final Report**

Contractor shall provide a final report within 30 days from the end of the last contract year in which services are required. Commission staff will coordinate with the Contractor to confirm details of the final report.

The Final Report shall serve as a strategic action document that informs and supports the Commission’s efforts to address the behavioral health needs of Immigrant and Refugee Populations. The Final Report shall include, but not be limited to, the following:

1. Policy Landscape Summary

Provide an overview of the behavioral health policy landscape impacting Immigrant and Refugee Populations during the contract period. This summary should highlight shifts in policy, systems, or funding structures and the implications of these changes.

1. Cumulative Advocacy Summary

Summarize major statewide advocacy efforts across the full contract term. For each significant issue addressed, describe:

* 1. What the contractor did, who was engaged, and what outcomes were achieved.
	2. Any shifts in policy, funding, or visibility that resulted.
	3. Unresolved issues that require continued attention.
	4. Overview of BHSA Populations or subpopulations engaged across the contract term, highlighting any expansion into new or previously underrepresented. Describe persistent outreach gaps, potential causes, and strategies proposed for future engagement.
1. Policy Brief

Contractor shall submit at least one shareable, Commission-branded document
(3–5 pages) on a high-priority issue. This document should:

* 1. Be written for decision-makers, including background, barriers, and relevance.
	2. Include data or community stories from the Local Organization Contractors.
	3. Offer specific policy options, funding strategies, or administrative changes.
	4. Include a clear call to action and be suitable for public distribution.
1. County BHSA Community Planning Process Technical Assistance
	1. Summarize the impact of technical assistance on the Local Organization Contractor’s ability to engage in the county BHSA Community Planning Process.
	2. Describe how local feedback on BHSA implementation informed state-level decisions or policies.
	3. Analyze progress in ensuring Immigrant and Refugee Populations are represented in county BHSA Integrated Plans.
	4. Briefly assess how technical assistance helped the Local Organization Contractors analyze whether county expenditures align with Immigrant/Refugee needs.
2. Recommendations

Provide a summary of key insights from the full contract period with a focus on practical next steps. This section shall:

* 1. Identify clear opportunities for the Commission to act — through legislation, funding strategies, partnerships, or administrative initiatives.
	2. Highlight patterns or policy gaps that emerged and note if they are ongoing or new.
	3. Recommend specific areas where further investment, coordination, or advocacy is needed, particularly in collaboration with other state agencies or departments.
	4. Summary of how key insights and recommendations were validated with community members and any resulting changes made to the final report.
1. Future Contract Recommendations

Provide insights and recommendations to inform the development of future advocacy contracts including but not limited to:

* 1. Scope
	2. Resource and capacity needs
	3. Partnership opportunities
	4. Strategies to enhance contract effectiveness and impact
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 includes, but is not limited to, 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.
1. **DELIVERABLE ACCEPTANCE**
2. This is a deliverables-based contract.
3. Deliverables must be approved by the Commission before an invoice is submitted for payment.
4. Upon receipt of a contract deliverable, the Commission will review the deliverable in a timely manner and choose one of the following options:
	1. Approve the deliverable, which allows the Contractor to submit an invoice for payment,
	2. Request additional information before approving the deliverable, or
	3. Reject the deliverable and provide the Contractor with the reason for the rejection and the corrective action that is needed before the deliverable will be approved.

## INFORMATION REQUIRED IN THE PROPOSAL

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

1. **PROPOSAL COVER SHEET (ATTACHMENT 1)**
	1. Enter the Proposer’s Name and other requested information.
	2. Provide the signature of someone authorized by the organization to enter into a contract 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 state-level organization with at least two (2) years’ experience conducting advocacy campaigns statewide at both the state, regional, and local levels;
		1. Provide support.
	2. Have demonstrated experience addressing the critical needs of Immigrant and Refugee Populations;
		1. Provide support.
	3. Be a 501(c)(3) non-profit corporation, 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. Describe, in detail, your organization’s experience with state level advocacy within the last two (2) years, including promoting and raising awareness of a specific causes or issues related to Immigrant or Refugee communities with state level decision makers?
	1. Provide examples of the specific programs or projects. Details that need to be provided for each example are:
		1. The cause/issue being addressed.
		2. Identify the state level decision makers that were present and whether they met with individually or in a group such as a committee.
		3. The timeframe in which this all occurred.
		4. The result or impact or the advocacy.
3. Provide a list of Immigrants and Refugee Populations that you have provided advocacy services for within the last 2 years.
	1. Provide a reference from someone representing each Immigrant and Refugee Population listed confirming that advocacy services were performed on behalf of the Population, the date(s) services were provided, and the impact/result of the advocacy. (Use ATTACHMENT 3-1: References (Populations Being Served))
4. Explain, in detail, how your organization has the capability and capacity to accomplish the goals and objectives of this RFP? Response should address all items goals and objectives stated in Section 6.B.
	1. Provide support.
5. Describe, in detail, your organization’s experience with engaging in partnership with other organizations for specific advocacy campaigns or programs.
	1. Provide examples.
	2. Explain, in detail, what was learned from each partnership and how that experience will be used in this Immigrant and Refugee program.
6. **PROPOSED WORKPLAN (ATTACHMENT 4)**

Provide a response to the following:

1. Proposed Workplan
	1. Provide a workplan that proposes how the work will be completed. The plan must address all of the goals and objectives; contractors’ responsibilities (Local Organization Contractors, State level advocacy, Convenings with Local Organization Contractors, BHSA, data) and the deliverables that are listed in Section 6. Scope Of Work. (Provide as much detail as possible)
		1. Identify the frequency that data will be collected from the Local Organizations.
	2. Provide a schedule that identifies all of the activities, milestones, and deliverables that are needed to be completed in order to successfully complete the project.
	3. In addition,
		1. Explain how the plan will increase knowledge of Immigrant and Refugee behavioral health and related issues at the state level.
		2. Explain how the plan will advance statewide legislation and policies that address negative outcomes of Immigrant and Refugee Populations.
		3. Describe how the plan will promote or expand on existing statewide programs that address behavioral health needs.
		4. Provide an explanation of how the plan will support statewide participation and self-representation among Immigrant and Refugee Populations.
2. **COST SHEET (ATTACHMENT 5)**
3. This section requires the completion of the Cost Sheet (Attachment 5) and the Budget and Narrative (Exhibit D).
4. This is a deliverables-based contract. Contractor will only be paid for the successful completion of the deliverables and activities listed on the Cost Sheet. Payments will be made no more frequent than on a quarterly basis.
5. The Cost sheet is pre-filled with the deliverables listed in Section 6.D. Proposer must propose a cost for each deliverable.
6. Proposer may propose additional deliverables and/or activities that will be completed and their related costs.
7. All additional deliverables and/or activities must be included in the Proposed Work Plan and Schedule.
8. In addition, the Proposer will complete Exhibit D – Budget and Narrative (See separate Excel workbook) to identify and explain all costs that will be incurred by the Proposer in completing the SOW and deliverables. The total of the annual costs by Budget Year shall agree to the total annual costs on the Cost Sheet (Attachment 5).
9. The Commission reserves the right to negotiate to execute a contract, including but not limited to the approval and acceptance of all Cost Sheet line items (deliverables, activities, and cost).
10. **REFERENCES (ATTACHMENT 6)**

References are required with the proposal. Please carefully read the requirements including the number of references required. All references shall be from activities performed within the last two (2) years.

1. Organizations that have worked with the Proposer in providing advocacy services to state level decision makers. (ATTACHMENT 6)
	1. Two (2) references are required from organizations that have worked with the Proposer in providing advocacy services to state level decision makers.
	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.
2. **BIDDER DECLARATION (GSPD-05-105) ATTACHMENT (ATTACHMENT 7)**
3. 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.
4. **CONTRACTOR CERTIFICATIONS CLAUSES (CCC-307) (ATTACHMENT 8)**
	1. Required certification to enter into a contract with the State.
5. **DARFUR CONTRACTING ACT CERTIFICATIONS (ATTACHMENT 9)**
6. 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.
7. 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)).
8. 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).
9. 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).
10. **PAYEE DATA RECORD (STD 204) (ATTACHMENT 10)**
11. 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)
12. **GENERATIVE ARTIFICIAL INTELLIGENCE (GENAI)**
13. 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.
14. 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).
15. 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.
16. 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.
17. 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.

## 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 in 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, using ATTACHMENT 12, Questions Template. Email subject line shall be **RFP I-R 004**. 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 004

Riann Kopchak

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 3-1: References (Populations Being Served) |
| Attachment 4: Proposed Workplan |
| Attachment 5: Cost Sheet |
| Attachment 6: References (Organizations) |
| Attachment 7: Bidder Declaration (GSPD-05-105) |
| Attachment 8: Contractor Certification Clauses (CCC-307) |
| Attachment 9: Darfur Contracting Act Certification (if applicable) |
| Attachment 10: Payee Data Record (STD 204) |
| Attachment 11: Final Submission Checklist |
| Exhibit D: Budget and Narrative |

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
Subject Line: **RFP I-R 004**

 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

This section explains how the proposals will be scored.

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 3-1: References (Populations Being Served)
* Attachment 4: Proposed Workplan
* Attachment 5: Cost Sheet
* Attachment 6: References (Organizations)
* Exhibit D: Budget and Narrative

**Total Points Available:**

|  |  |  |
| --- | --- | --- |
| **No.** | **Requirement** | **Points Available** |
| 1 | Administrative Review | Pass/Fail |
| 3 | Proposer Background | 4,200 |
| 4 | Proposed Workplan | 7.000 |
| 5 | Cost Sheet | 3,000 |
| 6 | References  | 2,000 |
| **9** | **Total Evaluation Points** | **16,200** |

**Evaluation Criteria**

The following criteria will be used, where applicable:

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

**Scoring**

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

Each Evaluation Criteria used will be given a score of 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.1. Calc | Existence*Scoring: The Proposer(s) with the most fully supported years of experience will receive full points. All other will receive a ratio of points based on the number of fully supported years of experience compared to the Proposer(s) who has the most fully supported years of experience.**(Max 200 points available. Calculated: Number of fully supported years of experience / Proposer(s) with the most fully supported years of experience x 200 points)* | 200 |
| C.2. | Describe, in detail, your organization’s experience with state level advocacy within the last two (2) years, including promoting and raising awareness of a specific causes or issues related to Immigrant or Refugee communities with state level decision makers?*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 examples of the specific programs or projects. Details that need to be provided for each example are: 1) The cause/issue being addressed 2) Identify the state level decision makers that were present and whether they met with individually or in a group such as a committee3) The timeframe in which this all occurred4) The result or impact or the advocacy.*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.2. Calc | Experience*Points will be awarded based on the number of fully supported examples provided compared to the Proposer that has the highest number of full supported examples multiplied by the total points available**Calculation: (Number of fully supported examples (C.2.a.) divided by the Proposer with the highest number of fully supported examples) multiplied by 400 points**(Example: Proposer A has 4 fully supported examples and Proposer B has 10. Proposer A would receive the following points: (4 / 10) x 400 = 160 points)* | 400 |
| C.3. | Provide a list of Immigrants and Refugee Populations that you have provided advocacy services for within the last 2 years.*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)* | 100 |
| C.3.a. | Provide a reference from someone representing each Immigrant and Refugee Population listed confirming that advocacy services were performed on behalf of the Population, the date(s) services were provided, and the impact/result of the advocacy. (Use ATTACHMENT 3-1: References (Populations Being Served))*Scoring Criteria: Completeness**(Max 400 points available. Calculated: Completeness is worth 5 points. Score will be multiplied by 80 to award max points)* | 400 |
| C.3. Calc 1 | Populations 1*Points will be awarded based on the supported Populations score (C.3.a) multiplied by the total points available (500)**Calculation: (Ratio of the score from C.3.a. divided by the total points available in C.3.a) multiplied 500 points**(Example: Proposer A did not submit a complete reference for all of the Populations listed, therefore received a score of 180 out of 300 points on C.3.a, Proposer A would receive the following points: 180 / 300 x 500 = 300)* | 500 |
| C.3.Calc 2 | Populations 2*Points will be awarded based on the ratio of the number of supported Populations (C.3.a) compared to the Proposer with the highest number of supported Populations multiplied by the total points available (500.**Calculation: (Number of supported Populations from C.3.a divided by the Proposer with the highest number of supported Populations) multiplied by 500 points**(Example: Proposer A has 5 complete references for all Populations listed and Proposer B has the highest of all Proposers with 10 complete reference for all Populations. Proposer A would receive the following points: 5 / 10 x 500)* | 500 |
| C.4. | Explain, in detail, how your organization has the capability and capacity to accomplish the goals and objectives of this RFP? Response should address all items goals and objectives stated in Section 6.B*Scoring Criteria: Clarity and Reasonableness**(Max 400 points available. Calculated: Clarity and Reasonableness are worth 5 points each. Score will be multiplied by 40 to award max points)* | 400 |
| C.4.a. | Provide support.*Scoring Criteria: Clarity and Reasonableness**(Max 400 points available. Calculated: Clarity and Reasonableness are worth 5 points each. Score will be multiplied by 40 to award max points)* | 400 |
| C.5. | Describe, in detail, your organization’s experience with engaging in partnerships with other organizations for specific advocacy campaigns or programs.*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.5.a. | Provide examples.*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.5.b. | Explain, in detail, what was learned from each partnership and how that experience will be used in this Immigrant and Refugee program.*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. | Proposed Workplan |  |
| D.1.a. | Provide a workplan that proposes how the work will be completed. The plan must address all of the goals and objectives; contractors’ responsibilities (Local Organization Contractors, State level advocacy, Convenings with Local Organization Contractors, BHSA, data) and the deliverables that are listed in Section 6. Scope Of Work. (Provide as much detail as possible).*Scoring Criteria: Clarity, Reasonableness, Completeness, and Alignment.**(Max 4000 points available. Calculated: Clarity, Reasonableness, Completeness, and Alignment are worth 5 points each. Score will be multiplied by 200 to award max points)* | 4000 |
| D.1.a.1) | Identify the frequency that data will be collected from the Local Organizations.*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.b. | Provide a schedule that identifies all of the activities, milestones, and deliverables that are needed to be completed in order to successfully complete the project*Scoring Criteria: Clarity, Reasonableness, Completeness, and Alignment.**(Max 2000 points available. Calculated: Clarity, Reasonableness, Completeness, and Alignment are worth 5 points each. Score will be multiplied by 100 to award max points)* | 2000 |
| D.1.c. | In addition, |  |
| D.1.c.1) | Explain how the plan will increase knowledge of Immigrant and Refugee behavioral health and related issues at the state level.*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.c.2) | Explain how the plan will advance statewide legislation and policies that address negative outcomes of Immigrant and Refugee Populations.*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.c.3) | Describe how the plan will promote or expand on existing statewide programs that address behavioral health needs.*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.c.4) | Provide an explanation of how the plan will support statewide participation and self-representation among Immigrant and Refugee Populations.*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 |
|  |  |  |
| **COST SHEET** |  |
| E. | 1. This section requires the completion of the Cost Sheet (Attachment 5) and the Budget and Narrative (Exhibit D).2. This is a deliverables-based contract. Contractor will only be paid for the successful completion of the deliverables and activities listed on the Cost Sheet.3. The Cost sheet is pre-filled with the deliverables listed in Section 6.D. Proposer must propose a cost for each deliverable.4. Proposer may propose additional deliverables and/or activities that will be completed and their related costs.5. All additional deliverables and/or activities must be included in the Proposed Work Plan and Schedule.6. In addition, the Proposer will complete Exhibit D – Budget and Narrative (See separate Excel workbook) to identify and explain all costs that will be incurred by the Proposer in completing the SOW and deliverables. The total of the annual costs by Budget Year shall agree to the total annual costs on the Cost Sheet (Attachment 5).*Scoring Criteria: Clarity, Reasonableness, and Completeness.(Max 3000 points available. Calculated: Clarity, Reasonableness, and Completeness are worth 5 points each. Score will be multiplied by 200 to award max points)* | 3000 |
| **REFERENCES** |  |
| F. | References are required with the proposal. Please carefully read the requirements including the number of references required. All references shall be from activities performed within the last two (2) years. |  |
| F.1. | a. Two (2) references are required from organizations that have worked with the Proposer in providing advocacy services to state level decision makers.b. The same organization cannot be used for both references.c. The references will attest that they worked with the Proposer and provide an objective assessment of the services that were performed.*Scoring Criteria: Actual reference scores.**(Max 1000 points per reference, 2000 total points. Calculated: Each reference is worth 25 points. Each reference score will be multiplied by 40 to award max points)* | 2000 |
|  |  |
| **TOTAL EVALUATION POINTS** | **16,200** |

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

NOTE – 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 proposal

The Commission reserves the right to negotiate to finalize a contract. This includes but is not limited to all of the responses provided in the winning proposal. The intent is to ensure that the winning proposal is complete to the point that the Commission accepts and approves all content in the proposal and subsequent contract.

## 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 state-level organization with at least two (2) years’ experience conducting advocacy campaigns statewide at both the state, regional, and local levels; |
| *Provide support or reference the location in the proposal where the support is located* |
| B.2. | Have demonstrated experience addressing the critical needs of Immigrant and Refugee Populations; |
| *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. | Describe, in detail, your organization’s experience with state level advocacy within the last two (2) years, including promoting and raising awareness of a specific causes or issues related to Immigrant or Refugee communities with state level decision makers. |
|  |
| 1. Provide examples of the specific programs or projects. Details that need to be provided for each example are:
	1. The cause/issue being addressed
	2. Identify the state level decision makers that were present and whether they met with individually or in a group such as a committee
	3. The timeframe in which this all occurred
	4. The result or impact or the advocacy
 |
|  |
| C.3. | Provide a list of Immigrants and Refugee Populations that you have provided advocacy services for within the last 2 years.  |
|  |
| 1. Provide a reference from someone representing each Immigrant and Refugee Population listed confirming that advocacy services were performed on behalf of the Population, the date(s) services were provided, and the impact/result of the advocacy.
 |
|  |
| C.4. | Explain, in detail, how your organization has the capability and capacity to accomplish the goals and objectives of this RFP? Response should address all items goals and objectives stated in Section 6.B. |
|  |
| * + 1. Provide support
 |
|  |
| C.5. | Describe, in detail, your organization’s experience with engaging in partnerships with other organizations for specific advocacy campaigns or programs.  |
|  |
| 1. Provide examples. (*examples may be attached but need to be referenced*)
 |
|  |
| 1. Explain, in detail, what was learned from each partnership and how that experience will be used in this Immigrant and Refugee program .
 |
|  |
|  |

## ATTACHMENT 3-1: REFERENCES (Populations Being Served)

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

|  |  |
| --- | --- |
| **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 Advocacy on behalf of an Immigrant and/or Refugee Population) |  |
| **Population:**(Identify the Immigrant and/or Refugee Population that you represent that was being served) |  |
| **Impact/Result:**(Describe the impact to the Population or the result that occurred from the advocacy that was provided) |  |
| **Reference Contact Name and Title:** |  |
| **Reference Contact Phone Number:** |  |
| **Reference Contact E Mail Address:** |  |

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

## ATTACHMENT 4: PROPOSED WORKPLAN

Provide a response to the following:

|  |  |
| --- | --- |
| D.1. | Proposed Workplan |
| 1. Provide a workplan that proposes how the work will be completed. The plan must address all of the goals and objectives; contractors’ responsibilities (State level advocacy, Convenings with Local Organization Contractors, BHSA, data) and the deliverables that are listed in Section 6. Scope Of Work. (Provide as much detail as possible).
 |
| Use APPENDIX 2 – WORKPLAN to respond to this requirement. |
| 1. Identify the frequency that data will be collected from the Local Organizations.
 |
| Use APPENDIX 2 – WORKPLAN to respond to this requirement. |
| 1. Provide a schedule that identifies all of the activities, milestones, and deliverables that are needed to be completed in order to successfully complete the project.
 |
| Use APPENDIX 2 – WORKPLAN to respond to this requirement. |
| 1. In addition,
 |
| * + 1. Explain how the plan will increase knowledge of Immigrant and Refugee behavioral health and related issues at the state level.
 |
|  |
| * + 1. Explain how the plan will advance statewide legislation and policies that address negative outcomes of Immigrant and Refugee Populations.
 |
|  |
| * + 1. Describe how the plan will promote or expand on existing statewide programs that address behavioral health needs .
 |
|  |
| * + 1. Provide an explanation of how the plan will support statewide participation and self-representation among Immigrant and Refugee Populations
 |
|  |
|  |

## ATTACHMENT 5: COST SHEET

|  |
| --- |
| **Proposer Name:**  |
| **No.** | **Deliverable** | **Year 1** | **Year 2** | **Year 3** |
| 1 | Progress Report/Quarterly Meeting Q1 |  |  |  |
| 2 | Progress Report/Quarterly Meeting Q2 |  |  |  |
| 3 | Progress Report/Quarterly Meeting Q3 |  |  |  |
| 4 | Progress Report/Quarterly Meeting Q4 |  |  |  |
| 5 | Convenings with Local Organization 1 |  |  |  |
| 6 | Convenings with Local Organization 2 |  |  |  |
| 7 | Annual Report |  |  |  |
| 8 | Final Report |  |  |  |
| 9 |  |  |  |  |
| 10 | *(Add additional lines to propose other deliverables and/or activities for payment. All items must be included in the proposed workplan and schedule.)* |  |  |  |
| 11 |  |  |  |  |
| 12 |  |  |  |  |
| 13 |  |  |  |  |
| 14 |  |  |  |  |
| 15 |  |  |  |  |
| 16 |  |  |  |  |
| 17 |  |  |  |  |
| 18 |  |  |  |  |
| 19 |  |  |  |  |
| 20 |  |  |  |  |
| 21 | Yearly Total Cost |  |  |  |
| 22 | Total Cost for All Years (Cannot exceed $502,500) |  |  | $502,500  |

Instructions:

1. This section requires the completion of the **Cost Sheet (Attachment 5)** and the **Budget and Narrative (Exhibit D)**.
2. This is a deliverables-based contract. Contractor will only be paid for the successful completion of the deliverables and activities listed on the Cost Sheet. Payments will be made no more frequent than on a quarterly basis.
3. The Cost sheet is pre-filled with the deliverables listed in Section 6.D. Proposer must propose a cost for each deliverable.
4. Proposer may propose additional deliverables and/or activities that will be completed and their related costs.
5. All additional deliverables and/or activities must be included in the Proposed Work Plan and Schedule.
6. In addition, the Proposer will complete **Exhibit D – Budget and Narrative** (See separate Excel workbook) to identify and explain all costs that will be incurred by the Proposer in completing the SOW and deliverables. The total of the annual costs by Budget Year shall agree to the total annual costs on the Cost Sheet (Attachment 5).
7. The Commission reserves the right to negotiate to execute a contract, including but not limited to the approval and acceptance of all Cost Sheet line items (deliverables, activities, and cost).
8. In addition, the Commission reserves the right to negotiate to finalize a contract on all parts of winning proposal, including but not limited to all items on the Cost Sheet.

## ATTACHMENT 6: REFERENCES (Organizations)

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

|  |  |
| --- | --- |
| **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 Immigrant and Refugees advocacy services to state-level decision makers. |  |
| **Population:**(Identify the Immigrant and/or Refugee Population(s) that was being served) |  |
| **Reference Contact Name and Title:** |  |
| **Reference Contact Phone Number:** |  |
| **Reference Contact E Mail Address:** |  |

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Ratings:** Summarize Proposer’s 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 behavioral health advocacy for Immigrant and Refugee Populations. |  | 1 2 3 4 5 |
| 2. Demonstrated capacity and capability to manage a statewide advocacy project. |  | 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 understanding of the needs of the Immigrant and/or Refugee Population and were able to communicate it to decision makers. |  | 1 2 3 4 5 |
| 5. Demonstrated that staff have experience as an Immigrant and/or Refugee and were able to communicate with the Population. |  | 1 2 3 4 5 |

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

 |  |  |

## ATTACHMENT 7: 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 8: 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 9: 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 10: 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 11: 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 |
|  | Attachment 7: Bidder Declaration (GSPD-05-105) |
|  | Attachment 8: Contractor Certification Clauses (CCC-307) |
|  | Attachment 9: Darfur Contracting Act Certification (if applicable) |
|  | Attachment 10: Payee Data Record (STD 204) |
|  | Attachment 11: Final Submission Checklist |
|  | Exhibit D: Budget and Narrative |

## ATTACHMENT 12: 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 004** |
|  | **RFP Section Reference** | **Question** |
| 1 |  |  |
| 2 |  |  |
| 3 |  |  |
| 4 |  |  |
| 5 |  |  |
| 6 |  |  |
| 7 |  |  |
| 8 |  |  |

## APPENDIX 1: CONTRACT EXHIBITS B and C

**EXHIBIT B SAMPLE**

**Budget Detail and Payment Provisions**

1. **Invoicing and Payment**
2. For services satisfactorily rendered (i.e., upon receipt and approval of agreed upon deliverables), and upon receipt and approval of the invoices, the Commission agrees to compensate the Contractor in accordance with Section 5 of this Exhibit B. Payments will be made no more frequent than on a quarterly basis.
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 SAMPLE** **GENERAL TERMS AND CONDITIONS**

1. Amendment. This Agreement may be amended upon mutual consent of the parties. No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.
2. Antitrust Claims. By signing this agreement Contractor 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, BHSOAC, 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. 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.
21. Governing Law. This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
22. Government Purpose Rights. Contractor hereby grants “Government Purpose Rights” to the Work Product produced pursuant to this Agreement, defined as: 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. These 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. These 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.
23. 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.
	1. 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.
	2. 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.
	3. 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.
24. 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.
25. 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.
26. Information Security. 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).
27. Key Personnel. Contractor’s key personnel, as may be identified in this Agreement, cannot be substituted without the Commission’s prior written approval.
28. 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.
	1. 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.
29. Limited License and Fair Use. Upon request, the Commission may assign 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.
30. 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)).
31. Commission Logo. The Commission may, in its sole discretion, grant Contractor a limited, non-exclusive, non-transferable, revocable license to use the Commission's logo bearing the name "Commission for Behavioral Health (CBH)" solely in connection with Contractor's performance of its obligations under this Agreement. All uses of the logo by the Contractor must receive prior written approval from the Commission Executive Director. Contractor understands and agrees that it must adhere to the CBH Branding Guidelines posted on the Commission’s website, as a condition of usage. The Commission may revoke the license granted herein at any time, with or without cause, upon written notice to Contractor.
32. Contractor understands and agrees that it must adhere to the CBH Branding Guidelines as a condition of usage. Contractor shall request a copy of the CBH Branding Guidelines from the Commission, if applicable to Contractor’s work.
33. 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.
34. 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.).
	1. Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.
35. 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.
36. Notice of Litigation. Contractor shall promptly notify the Commission of any claim or action that may affect performance under this Agreement.
37. Permits and Licenses. 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.
	1. 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.
38. 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.
39. 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.
40. 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.
41. 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).
42. Recycling Certification. 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).
43. 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.
44. 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).
45. 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 BHSA.

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. 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. Work For Hire. Contractor understands and agrees that all original works created and delivered under this Agreement is “work for hire” and owned by the Commission as of the time created, including the website development (programming), content and design. Contractor also grants the Commission the right to use and reproduce all Reports and data generated and delivered under this Agreement, and the Commission reserves the right to authorize another government entity to use or reproduce such materials.
11. Generative AI Disclosure Obligations.
	1. The following terms are in addition to the defined terms and shall apply to the Contract:
		1. “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 and any updates thereto)
	2. 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 a State system, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term “materially impacts” shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.
	3. Notification shall be provided to the State designee identified in this Contract.
	4. 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.
	5. 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.
	6. 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.

**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: BUDGET AND NARRATIVE

See Excel workbook EXHIBIT D - Budget and Narrative.xlsx to complete this requirement.

## APPENDIX 2: WORKPLAN

|  |  |  |
| --- | --- | --- |
| **A. Goals and Objectives** | *Describe in detail how each overarching Goal and Objective will be met in the rows below.:* | **Schedule and Milestones for each item listed:**  |
| 1. Advocate at the state level and address statewide issues that contribute to negative behavioral health outcomes for members of this Population. |  |  |
| 2. Leverage and support existing state and local programs relating to language access, Community Defined Evidence Based Practices (CDEPs), culturally responsive services, and workforce development, and provide the seven (7) Local Organization Contractors connections to those resources. |  |  |
| 3. Organize convenings between the seven (7) Local Organization Contractors to gain insight into current needs and elevate findings to the state level, using these opportunities to collaborate and strategize ways to best advocate for the needs of the Population. |  |  |
| 4. Share policy recommendations with state leaders, policymakers, behavioral health providers, community leaders, and government entities on behalf of the Local Organization Contractors. |  |  |
| 5. Educate the Local Organization Contractors about the Behavioral Health Services Act’s 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 BHSA Community Planning Process. |  |  |
| **B. Contractor Responsibilities**The Statewide Organization Contractor will be responsible for advocating for the needs of the Population through state-level advocacy, representation, and policy engagement. In addition, the Contractor will organize and facilitate convenings and provide technical assistance for the seven (7) Local Organization Contractors. |
| **B.1. Local Organization Contractors**The Contractor will assist the Local Organization Contractors with strategies for advocating at the local level, including promotion of the Immigrant and Refugee voice in the BHSA Community Planning Process. *Describe how you fulfill this requirement and support and provide technical assistance to the Local Organization Contractors in the row below.* |
| a. Asian Americans for Community Involvement, Inc. (San Jose)b. BPSOS Center for Community Advancement, Inc. (Westminster)c. Center for Empowering Refugees and Immigrants (Oakland)d. El Sol Neighborhood Educational Center (San Bernardino)e. Health Education Council (Sacramento)f. International Rescue Committee, Inc. (San Diego and Los Angeles)g. Refugees Enrichment & Development Association Inc. (Sacramento) |  |  |
| **B.2. State Level Advocacy:** The Contractor will facilitate advocacy activities that meaningfully address the address the behavioral health needs of Immigrants and Refugees across California through the information, findings, and experiences provided by each Local Organization Contractor. Activities should collectively meet the following objectives. *Describe in detail and with specificity how you will ensure all activity objectives will be met in the rows below.* |
| a. Increase knowledge of Immigrant and Refugee behavioral health and related issues at the state level through meetings, presentations, and hearings with state legislators, policy makers, and state leaders. |  |  |
| b. Advance statewide legislation and policies that address negative behavioral health outcomes of Immigrant and Refugee Populations that are evidence-based and informed by community members. |  |  |
| c. Promote or expand on existing statewide programs that address behavioral health needs, including language access, CDEPs, culturally responsive approaches, and workforce development. |  |  |
| d. Support statewide participation and self-representation of Immigrants and Refugees in legislative hearings, policy discussions, and public advocacy events such as townhalls or rallies. |  |  |
| **B.3. Convenings with Local Organization Contractors**The Contractor will organize and facilitate convenings with the Local Organization Contractors and the Commission. Convenings will be held twice (2) per contract year (six (6) in total), with at least one convening per contract year held in person. a. Convenings will be designed to collaborate and report on findings from respective advocacy work and to partner on initiatives and other projects.b. Convenings will be utilized to determine which issues to prioritize, policies to support, and recommendations to be made to state leaders and policymakers.c. The Contractor shall establish relationships and maintain regular contact with each of the Local Organization Contractors to share findings, information and experiences, news, resources, and other information as it relates to ongoing activities, and shall provide statewide technical assistance to the Local Organization Contractors as needed.*Describe in the rows below how each* *convening will be designed and leveraged by the Statewide Organization to meet the requirement. Identify which convening each year will be in-person.*  |
| CY 1: First Convening |  |  |
| CY 1: Second Convening |  |  |
| CY 2: First Convening |  |  |
| CY 2: Second Convening |  |  |
| CY 3: First Convening |  |  |
| CY 3: Second Convening |  |  |
| **B.4. Behavioral Health Services Act (BHSA)**The Contractor will provide technical assistance to the Local Organization Contractors to effectively participate in the county BHSA Community Planning Process, facilitate information sharing, and create a feedback loop to inform the state about Immigrant and Refugee inclusion in BHSA implementation. D*escribe in detail and with specificity how you will ensure each requirement will be met in the rows below.* |
| a. Monitoring and reporting to the state on how well Immigrant and Refugee communities are included in the county BHSA Community Planning Processes. |  |  |
| b. Facilitating the convening of the Local Organization Contractors to share experiences, challenges, and best practices related to BHSA implementation and participation in the county BHSA Community Planning Process. |  |  |
| c. Collecting, analyzing, and translating information from the Local Organization Contractors to inform the state about the effectiveness of BHSA implementation and identify opportunities for improvement. |  |  |
| d. Providing technical assistance to the Local Organization Contractors to support and strengthen their participation in the county BHSA Community Planning Process. |  |  |
| e. Assisting the Local Organization Contractors in reviewing and interpreting county behavioral health expenditure reports to assess whether services and expenditures for Immigrant and Refugee communities align with county BHSA Integrated Plans and stakeholder input and translating these findings to the state to inform BHSA implementation. |  |  |
| **B.5. Data Collection and Utilization:** *Describe in detail and with specificity how you will ensure each requirement will be met in the rows below.* |
| Support Local Organization Contractors in sharing findings and lessons learned with one another. |  |  |
| a. Collect and organize data and information received from the Local Organization Contractors to allow for meaningful comparisons, which shall include standardization and/or formatting of the data in order to:1) Inform statewide themes and trends and identify policy opportunities.2) Organize it in ways that cross-compares and highlights differences or commonalities across regions (including urban versus rural), communities, Populations, statewide versus local, and Immigrant versus Refugee needs. |  |
| b. Synthesize data and extract insights for themes, policy implications and recommendations, and to fulfill the requirements of the Final Report.  |  |
| c. Track data themes and changes over time. |  |
| **C. Deliverables** | **Schedule and Milestones for each item listed, including Progress Reports and Quarterly Meetings:** |
| 1. Progress Reports |
| *No additional information is needed here. The Progress Report Template will be provided by the Commission to accomplish this deliverable*.  |  |
| 2. Quarterly Meetings |
| *No additional information is needed here.*  |  |
| 3. Annual Reports: The Annual Report shall support continuous improvement by integrating community feedback, stakeholder collaboration, and data driven insights to adapt and enhance advocacy, outreach, and engagement strategies throughout the contract term. *Please use the rows below to describe how you will obtain the information necessary to fulfill these report requirements and how you plan to accomplish the requirement.* |
| a. State-Level Policy EngagementContractor shall identify 2–5 priority behavioral health policy issues relevant to Immigrant and Refugee Populations. For each issue:1) Describe all actions taken by the contractor.2) Identify the specific departments, agencies, or legislators engaged.3) Propose at least one concrete next step for the Commission.4) Summarize any barriers or missed opportunities and describe strategies for future engagement. |  |  |
| b. Outreach and Advocacy EvaluationContractor shall assess the impact and effectiveness of outreach and advocacy efforts conducted during the year. Evaluation shall include:1) Description of outreach strategies used.2) Evaluation of what strategies were effective and which were not, with reasons why.3) Analysis of measurable changes resulting from these efforts.4) Explanation of how feedback and insights from the Local Organization contractors informed or reshaped the statewide advocacy strategy.5) Inclusion of qualitative or quantitative data from stakeholders.6) Assessment of outreach reach and inclusivity, including which BHSA populations or subpopulations were newly engaged, which remained hard to reach, and any identified reasons for limited engagement. Describe any adaptations made in response. |  |  |
| c. Technical Assistance to Support the County BHSA Community Planning Process1) Summarize the technical assistance offered to the Local Organization Contractors to strengthen their participation in the county BHSA Community Planning Process.2) Describe activities for sharing challenges, best practices, and collecting local feedback on BHSA implementation, that was shared with the state.3) Report on how Immigrant and Refugee communities were included in the county Community Planning Process, highlighting successes, barriers, and recommendations for future engagement.4) Briefly outline how the TA helped the Local Organization Contractors assess county expenditures for alignment with Immigrant/Refugee needs. |  |  |
| d. RecommendationsContractor shall provide 3–5 actionable recommendations based on work from the contract year. For each recommendation:1) Present a clear problem statement with context.2) Include supporting data, Local Organization Contractor(s) feedback, and community stories.3) Suggest a concrete Commission action.4) Summarize how recommendations were validated with community members and any resulting changes. |  |  |
| 5. Final Report: The Final Report shall serve as a strategic action document that informs and supports the Commission’s efforts to address the behavioral health needs, include substance use disorder needs, of immigrant and refugee populations. *Please use the rows below to describe how you will obtain the information necessary to fulfill these report requirements and your plan to accomplish the requirement.*  |
| a. Policy Landscape SummaryProvide an overview of the behavioral health policy landscape impacting Immigrant and Refugee Populations during the contract period. This summary should highlight shifts in policy, systems, or funding structures and the implications of these changes. |  |  |
| b. Cumulative Advocacy SummarySummarize major statewide advocacy efforts across the full contract term. For each significant issue addressed, describe:1) What the contractor did, who was engaged, and outcomes achieved.2) Any shifts in policy, funding, or visibility that resulted.3) Unresolved issues that require continued attention.4) Overview of BHSA populations or subpopulations engaged across the contract term, highlighting any expansion into new or previously underrepresented. Describe persistent outreach gaps, potential causes, and strategies proposed for future engagement. |  |  |
| c. Policy BriefContractor shall submit at least one shareable, Commission-branded document (3–5 pages) on a high-priority issue. This document should:1) Be written for decision-makers, including background, barriers, and relevance.2) Include data or community stories from the Local Organization Contractors.3) Offer specific policy options, funding strategies, or administrative changes.4) Include a clear call to action and be suitable for public distribution. |  |  |
| d. County BSHA Community Planning Process Technical Assistance1) Summarize the impact of technical assistance on the Local Organizations’ ability to engage in the county BHSA Community Planning Process.2) Describe how local feedback on BHSA implementation informed state-level decisions or policies.3) Analyze progress in ensuring Immigrant and Refugee Populations are represented in county BHSA Integrated plans.4) Briefly assess how technical assistance helped the Local Organization Contractors analyze whether county expenditures align with Immigrant/Refugee needs. |  |  |
| e. RecommendationsProvide a summary of key insights from the full contract period with a focus on practical next steps. This section shall:1) Identify clear opportunities for the Commission to act — through legislation, funding strategies, partnerships, or administrative initiatives.2) Highlight patterns or policy gaps that emerged and note if they are ongoing or new.3) Recommend specific areas where further investment, coordination, or advocacy is needed particularly in collaboration with other state agencies or departments.4) Summary of how key insights and recommendations were validated with community members and any resulting changes made to the final report. |  |  |
| f. Future Contract RecommendationsProvide insights and recommendations to inform the development of future advocacy contracts including but not limited to:1) Scope2) Resource and capacity needs3) Partnership opportunities4) Strategies to enhance contract effectiveness and impact |  |  |
| 5. 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 includes, but is not limited to, the following listed below. *Describe your plan for accomplishing these requirements in the rows below.*  |
| a. Maintain ongoing interaction with Commission staff and other Commission constituents. |  |  |
| b. Participate in briefing calls with Commission staff to discuss project progress. | *No further information is needed here.* |  |
| c. Provide updates and presentations to the Commission. |  |  |
| d. Develop and provide a plan for dissemination of deliverables to Commission community partners and other interested parties. |  |  |