

**REQUEST FOR QUALIFICATIONS (RFQ)**

**Kindergarten – 12th Grade Student Advocacy**

**RFQ K-12-002**

Mental Health Services

Oversight and Accountability Commission

1812 9th Street

Sacramento, CA 95811

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

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## INTRODUCTION

The Mental Health Services Act (MHSA) initiated, at the state and local levels, the concept of transparent and collaborative processes being implemented to determine the mental health needs, priorities, and services for California mental health consumers and their families.

Welfare and Institutions (W&I) Code Section 5892(d) requires the Mental Health Services administrative fund to “include funds to assist consumers and family members to ensure the appropriate state and county agencies give full consideration to concerns about quality, structure of service delivery, or access to services.”

### PURPOSE AND BRIEF OVERVIEW OF CONTRACT OPPORTUNITY

The Mental Health Services Oversight and Accountability Commission is authorized to award $970,000 to one organization to conduct three (3) to four (4) Statewide Student Advocacy Conferences and to establish Statewide Student Advisory Planning Teams. The goal is to engage youth in the planning and implementation of the conferences and to grow students voice in local and state level conversations about services provided to students.

The ideal organization is one that has experience: 1) conducting large-scale conferences throughout the state, 2) understands the behavioral and mental health challenges of youth, 3) has a direct connections to K-12 students throughout the state, including diverse racial, ethnic, LGBTQ+ and related communities, and underserved and marginalized youth, 4) and has relationships and experience working with state and local level government leaders.

### KEY ACTION DATES

Key activities including dates and times for this RFQ are presented below.

|  |  |
| --- | --- |
| **Activity** | **Action Date & Time** |
| RFQ Release | May 3, 2024 |
| Deadline to Submit Response (Qualifications)  | May 24, 2024, by 3:00 PM |
| Interviews\* (Optional, if needed) | June 3 - 4, 2024 |
| Notice of Award\* | June 10, 2024 |

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

### FUNDING AND CONTRACT TERM

The available funding for this RFQ is $970,000.00 and the contract term will be from contract execution through May 15, 2026.

This is considered an informal procurement and no protests will be allowed. The contractor decision by the Commission is final.

## SCOPE OF WORK

### CONTRACTOR RESPONSIBILITIES

Contractor agrees to work collaboratively with the Commission and is responsible for completing all activities under the Scope of Work.

* + - 1. Conference Planning and Related Activities, include but not limited to:
				1. Produce a workplan, detailed budget, milestones, and timeline to complete all conference goals, objectives, and activities. This will be done in collaboration with the Commission and is due within 30 days of contract award.
				2. Conduct pre-conference surveys with students to determine appropriate and relevant conference components and training tracks.
				3. Student engagement to ensure conference attendance levels are met and participation in the statewide student advisory planning teams. Ensure underserved and marginalized populations are engaged in the planning.
				4. Identify and work with the venues to arrange for all day conference activities and components such as audio/visual, catering and refreshments, breakout rooms, parking, etc.
				5. Coordinate the transportation to/from the conference and provide meals and refreshments as appropriate for attendees.
				6. Identify and schedule a videographer/photographer to document the conference, considering privacy considerations, scheduling, objectives, vision, etc.
				7. Establish online presence for promoting conference and hosting resources and information. This will include advertising, outreach, information gathering (survey portals), social media and youth engagement, video and recording sharing, and other applicable items.
				8. Collaborate with local County Office of Education, school districts, community-based organizations (CBO), and County Boards of Supervisors to promote and inform the Conferences from a local and regional perspective.
			2. Three (3) to Four (4) Statewide Student Advocacy Conferences
				1. Contractor shall plan, organize, and hold three (3) to four (4) Statewide Student Advocacy Conferences with attendance range of 200-400 K-12 attendees.
				2. At least one (1) will be held in Year 1 and at least two (2) will be held in Year 2.
				3. The conferences will held in strategic locations which allow for advocacy activities in the state’s Northern Region and the Southern Region.
				4. Conferences are to be held in person and Contractor should coordinate/provide transportation options for attendees.
				5. Contractor shall develop and implement a plan to reach students from lower socioeconomic levels, underserved and marginalized youth, and youth that represent the diversity of the state of California including LGBTQ youth.
				6. The conferences must be planned in consultation with students and adult allies that work with the youth population. Conferences must be youth-focused and shall include interactive workshops, activities, and breakout sessions.
				7. Conference activities should also include advocacy visits or interaction with state and local level youth behavioral health policy makers. Conference programming shall include the following components and topics:

Foundational knowledge and education on mental and behavioral health, including literacy of behavioral health and stigma reduction.

Identification of existing services in the community or on school campuses.

Peer-to-peer model training, knowledge on peer support, and how to connect to peer support specialist certification.

The impact of social media, internet, and technology and information on behavioral health virtual service platforms and how they can be used by schools, teachers, and counselors.

Advocacy skill building.

Networking opportunities for students with county staff, school administrators, and state level decision makers.

Training for adults who will be partnering with students to advocate for more effective and accessible behavioral health services.

Professional videographers/photographers present to conduct optional interviews and testimonies, and to capture energy and spirit of conference.

Other relevant topics may be proposed by the contractor.

* + - 1. Statewide Student Advisory Planning Teams
				1. Contractor shall design an application and recruitment process for interested conference attendees to establish two (2) student advisory planning teams.
				2. One team will represent the Northern Region and the other will represent the Southern Region and should include recruitment from underserved and marginalized populations.
				3. The teams will function individually and together to inform future state advocacy initiatives and legislative policies, and to work with the Commission to consult on student behavioral health initiatives and community engagement projects.
				4. Contractor will coordinate and facilitate student advisory planning team meetings.
			2. Data Gathering
				1. Contractor shall gather qualitative and quantitative data during and after conferences to determine effectiveness, measure advocacy outcomes, and inform future youth-led conferences.
				2. At minimum, quantitative data shall include number of youth participants, cities and/or counties of youth participants, and grade-level.
				3. In order to gain further insight on the K-12 population, quantitative data may also include metrics for race and ethnicity, SOGI, or socioeconomic status.
				4. Contractor shall work with the Commission to determine qualitative data metrics.
			3. Videos
				1. Contractor shall work with a professional videographer to create at least one (1) professional video documentary and two (2) shorter featurette-style videos to showcase conferences and feature individual interviews and/or testimonies from youth and adult allies.
				2. The video shall include music, graphics, professional editing, and shall be produced in partnership with the student advisory planning team or other students.
				3. The videos will be considered the property of both the Contractor and the Commission for use as desired.
			4. Final Report
				1. Contractor shall create a Final Report for the Commission using all information and findings gathered from the four Statewide Student Advocacy Conferences, the statewide student advisory planning teams, and anything within the scope of the contract.
				2. The Final Report shall include:

Conference topics and a summary of questions asked, findings from engaging students and adult allies, lessons learned, and recommendations for future events in support of the K-12 students in California.

Activities and impact of the statewide student advisory planning teams.

* + - * 1. The specific format, requirements and due date of the Final Report will be agreed upon between Contractor and Commission staff and may include a presentation from the Contractor and student participants to the Commission.
			1. Meetings
				1. Contractor agrees to monthly meetings with the Commission staff to track progress on all workplan activities and discuss any risks or issues with completing the SOW.

## QUALIFICATIONS

### MINIMUM QUALIFICATIONS

Each of the minimum qualifications below must be met by the Proposer. The Proposer is required to include supporting documentation that verifies each qualification and reference this documentation within the Proposal.

1. Be an established statewide organization which has been in operation for 2 years and has experience with large scale conference planning, programs and services related to the unique behavioral and mental health needs of students,
2. Be a non-profit organization, registered to do business in California,
	1. Evidence that Proposer is registered and has a current active status with the California Secretary of State to do business in California is required. SOS certification can be found at <https://bizfileonline.sos.ca.gov/search/business>. The registration can be pending at the time of proposal submission but must be complete by the time at which a contract is awarded.

Respondents that do not meet the Minimum Qualifications will be deemed non-responsive and will not be eligible to receive a contract.

### STATEMENT OF QUALIFICATIONS

Provide a Statement of Qualifications that addresses the requirements below. The Statement of Qualifications shall not exceed 20 pages.

1. Business/Organization Profile
	1. Describe your business organization’s mission, the services that are provided, the number of years in existence and total staff employed and total volunteers.
	2. Describe the role of youth leaders in your organization.
	3. Describe steps taken to prepare youth to lead in the planning and implementation of conferences.
2. Experience
	1. Describe your experience with conducting student conferences focused on behavioral or mental health with over 200 youth attendees throughout the state.
		1. Identify the number of conferences your organization has held within the last 3 years.
			1. Include the total attendance and youth attendance for each.
			2. Identify the conference location.
		2. Describe the conference(s), including activities, speakers, break-out sessions, and any other relevant information needed to show your experience.
		3. Describe the participation of state and/or local government leaders.
			1. This could be in planning the conference and/or participating in the conference.
		4. If this conference was funded outside of your organization (e.g., grant or government contract) identify the organization.
			1. Provide a reference from the identified organization confirming the information provided above.
			2. Note, references will not count towards the 20-page limit.
		5. For each conference, describe how you recruited underserved and/or marginalized students.
		6. Describe how each conference was promoted and if your attendance goals were met.
			1. What are the lessons learned to improve attendance?
			2. What are the lessons learned to improve the overall conference itself?
		7. Identify the number of staff and the number of students who worked on planning and conducting each conference.
			1. How many were employees of your organization?
			2. How many were volunteers?
			3. How many worked for other organizations?
		8. Identify the amount of time that was incurred to plan each conference.
	2. Do you have a template, plan, or checklist that is used to plan your conferences?
		1. If yes, please provide a copy,
		2. Note – if this information is considered confidential, please submit it as a separate attachment and label it as confidential. The Commission will treat it as confidential and shall not be subject to any Public Records Act requests.

### BUDGET

This is a fixed price contract for $970,000.00.

No Budget is required to be submitted at this time.

Within 30 days of contract execution, the Contractor will work with the Commission to develop a budget with deliverables and/or payment milestones and costs associated with each. The budget becomes effective upon agreement between the Commission and the Contractor and does not require an amendment to the contract as long as the total value of the contract does not change. The budget will be documented through the Commission’s contract management process and identified as a budget modification.

## RESPONSE SUBMISSION INSTRUCTIONS

### RESPONSE SUBMISSION

Respondents must submit:

1. One (1) complete Response with all required Attachments and signatures, including:
	1. Cover Letter
		1. Proposer name and address.
		2. An Identification that the Response is for RFQ K-12-002.
		3. A statement that all information provided in the Response is true and accurate.
		4. A signature by someone authorized by the organization(s) to submit the Response.
	2. Minimum Qualifications
		1. Provide support to meet the minimum qualifications (Section 3.A.)
	3. Statement of Qualification
		1. That addresses each and every item identified in the STATEMENT OF QUALIFICATIONS (Section 3.B.))
	4. Attachments
		1. Attachment 1 – Darfur Contracting Act of 2008
		2. Attachment 2 - Contractor Certification Clauses (CCC-307)
		3. Attachment 3 – Payee Data Record (STD 204)
		4. Attachment 4 – Generative Artificial Intelligence (GenAI) (STD 1000)
	5. Email your Response to: procurements@mhsoac.ca.gov. Include in the Subject Line: **RFQ K-12-002**

Due to file size restrictions, please ensure the response does not exceed 20mb 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 sending in multiple files, all files must be received by the date and time listed on the Key Action Dates in Section 1.B to be considered. It is recommended that Respondent submit an additional email to ensure the Commission has received the Respondent’s complete Response submission.

## LATE SUBMISSIONS

Late responses will not be accepted. Responses received after the deadline will be rejected without review. Incomplete submissions may be rejected without review.

## ASSESSMENT PROCESS

This section explains how the Responses will be assessed.

### RESPONSE RANKINGS

Responses will be assessed based on their qualifications and ranked compared to the other responses in order to find the most qualified Respondent. Ranking will be conducted based on consensus of the Assessment Panel. The entire procurement process from issuance of the RFQ, to the receipt of responses, and ranking of the responses until completion of the scoring process is confidential. The procurement process is deemed completed upon issuance of the Notice of Award. All Responses and the final ranking sheet will be considered public documents upon issuance of the Notice of Award.

This is considered an informal procurement and no protests will be allowed. The award decision of the Commission in final.

Responses will be assessed as follows:

Minimum Qualifications

Minimum Qualifications will be scored as Pass/Fail. All respondents must pass each Minimum Qualification to move on to the ranking phase.

Statement of Qualifications and/or Interview

Each Response will be ranked based on the Respondent’s qualifications including, but not limited to: relevant experience, quality of experience, including similar experience and length of experience.

All responses will be ranked with a rank of 1 being the top rank.

Interviews may be conducted with the Top Rank Response(s). The Commission reserves the right to determine the need for an interview and the number of Respondents that will be participating.

**Ranking Criteria**

The following criteria will be used to rank:

|  |  |  |
| --- | --- | --- |
| **No.** | **Criteria** | **Definition** |
| 1 | Reasonableness | The reasonableness of the information presented being in line with the requirements and services required to ensure success |
| 2 | Experience | Experience in providing the services that are required in the RFQ, including the relevance of the experience, similarity of the experience, quality of the experience, and length of time of the experience |

**Ranking Detail**

|  |  |  |
| --- | --- | --- |
| **No.** | **Requirement** | **Score** |
| 3.A. | Minimum QualificationsAll minimum qualifications must be met to receive a “Pass” score | Pass/Fail |
| 3.B. | Statement of QualificationsResponses will be ranked as compared to the other responses in order to find the most qualified Respondent. All Responses will receive a rank. Rank 1 is considered the highest rank | Rank 1 to # of Responses received |
|  | **Rankings to Determine Respondent(s) that will be interviewed** |  |
|  | Interviews (Optional, if needed)Interviewee(s) will be ranked. If more than one interview is conducted, ranks will be based on comparing to the other interviewees. Interview ranking will take into consideration the Statement of Qualifications response. All Interviewees will receive a rank. Rank 1 is considered the highest rank. The Interview rankings will determine the Final Ranking. | Rank 1 to # of Interviews conducted |
| **FINAL RANKING** |  |

### AWARD PROCEDURES

An award, if made, will be made to the highest ranked Response.

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

The Commission reserves the right to negotiate to finalize the contract. If a contract cannot be agreed to with the highest ranking Respondent, the Commission will negotiate with the next highest ranking Respondent and continue this process until a contract is finalized.

## ADMINISTRATION

### COST OF DEVELOPING RESPONSE

The Respondent is responsible for the cost of developing a Response, and this cost cannot be charged to the State.

### CONFIDENTIAL INFORMATION

The Commission will not accept any Responses, outside what is identified in the requirements, that are marked confidential or proprietary. Responses marked confidential or proprietary, that are not previously allowed will be deemed non-compliant and will not be scored.

### DARFUR CONTRACTING ACT OF 2008

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.

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)).

Therefore, Public Contract Code section 10478 (a) requires a company that currently has (or within the previous three years 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 1, Darfur Contracting Act Certification**).

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 **ATTACEHMENT 1, Darfur Contracting Act Certification**).

### GENERATIVE ARTIFICIAL INTELLIGENCE (GenAI)

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.

**Bidders/Offerors must notify the State in writing if their solution or service includes, or makes available, any GenAI technology, including GenAI from third parties or subcontractors.**

The State has developed a [GenAI Disclosure & Factsheet](https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std1000.pdf) to be completed by the Bidder/Offeror (ATTACHMENT 4, Generative Artificial Intelligence).

Failure to disclose GenAI to the State and submit the GenAI Disclosure & Factsheet will result in disqualification of the Bidder/Offeror and may void any resulting contract. The State reserves its right to seek any and all relief it may be entitled to as a result of such non-disclosure.

Upon receipt of a Bidder/Offeror GenAI Disclosure & Factsheet, 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.

### RFQ CANCELLATION AND AMENDMENTS

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

* Cancel this RFQ;
* Amend this RFQ as needed; or
* Reject any or all Responses received in response to this RFQ.

If the RFQ is amended, the Commission will post it on its website at [www.mhsoac.ca.gov](http://www.mhsoac.ca.gov).

## ATTACHMENT 1: Darfur Contracting Act Certification (if applicable)

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 2: Contract Certification Clauses (CCC-307)

**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 3: Payee Data Record (STD 204)

The Bidder must complete and submit Payee Data Record (STD. 204) with its Final Bid.

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

## ATTACHMENT 4: Generative Artificial Intelligence (GenAI)

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

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

## APPENDIX 1: SAMPLE CONTRACT

**EXHIBIT A**

**Scope of Work**

1. **Summary**
	1. Authorized as part of the 2023 Budget Act, the Commission receives $670,000 annually for K-12 advocacy. In addition, $300,000 from State Operations was designated to support youth convenings.
	2. On April 25, 2024, the Commission approved initiating a competitive procurement process for K-12 Statewide Student Advocacy Conferences in the amount of $970,000.
2. **Incorporation by Reference**
	1. The Scope of Work for this Agreement is contained in the Contractor’s Response submitted in response to the Commission’s Request for Qualifications (RFQ) K-12-002. The RFQ and Contractor’s Response are incorporated herein by this reference and made part of this Agreement as if attached hereto.
	2. Contractor hereby agrees to perform all of the duties and obligations contained in the Scope of Work.
3. **Contacts**
	1. Direct all inquiries regarding this Agreement to the representatives listed in the charts below. Representatives may be changed by written notice to the other party. Such notice shall be given within 30 days of the change.

Direct all administrative inquiries to:

|  |  |
| --- | --- |
| State Agency: Mental Health Services Oversight and Accountability Commission | Contractor:  |
| Name/Title: Lester Robancho | Name/Title:  |
| Phone: (916) 253-8902 | Phone:  |
| Fax: (916) 623-4687 | Fax:  |
| Email: Lester.robancho@mhsoac.ca.gov | Email:  |

Direct all fiscal inquiries to:

|  |  |
| --- | --- |
| State Agency: Mental Health Services Oversight and Accountability Commission | Contractor:  |
| Section/Unit: Administrative Services | Section/Unit:  |
| Attention: Chelsea Yuen | Attention:  |
| Address: 1812 9th StreetSacramento, CA 95811 |  Address:  |
| Phone: (916) 500-0577 | Phone:  |
| Fax: (916) 623-4687 | Fax:  |
| Email: accounting@mhsoac.ca.gov  | Email:  |

1. **Contract Term** (see RFQ Section 1.C.)
2. The contract term is from contract execution through May 15, 2026. Payments will be made upon satisfactory completion and delivery of each project deliverable and/or milestone.
3. **Scope of Work** (see RFQ Section 2.)
4. (*Section 2 will be listed here in detail*).
5. **Acceptance**
6. This is a deliverables-based contract with payment milestones.
7. The satisfactory completion of deliverables and/or milestones must be approved by the Commission before an invoice is submitted for payment.
8. Upon receipt of the support for a contract deliverable and/or milestone, the Commission will review in a timely manner and choose one of the following options:
	1. Approve, which allows the Contractor to submit an invoice for payment,
	2. Request additional information before approving,
	3. Reject and provide the Contractor with the reason for the rejection and the corrective action that is needed before the service and/or milestone will be approved.

**EXHIBIT B**

**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/or milestones), and upon receipt and approval of the invoices, the Commission agrees to compensate the Contractor in accordance with the rates specified in this contract.
3. The contractor is required to submit an invoice submitted to the Commission for payment. The Commission project staff will review the deliverable and/or milestone associated with the invoice prior to approval. The Commission reserves the right to contact the contractor to discuss the invoice as part of the review and approval process.
4. Invoices shall include the Contract Number and shall be submitted not more frequently than monthly in arrears to:

Accounting@mhsoac.ca.gov

1. **Budget Contingency Clause**
	1. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Contract does not appropriate sufficient funds for the program, this Contract 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 Contract and Contractor shall not be obligated to perform any provisions of this Contract.
	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 Contract with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.
	3. If this Contract overlaps State fiscal years, should funds not be appropriated and approved by the Legislature for the fiscal year(s) following that during which this Contract was executed, the State may exercise its option to cancel this Contract.
	4. In addition, this Contract is subject to any additional restrictions, limitations, or conditions enacted by Congress or the Legislature which may affect the provisions or terms of funding of this contract in any manner.
2. **Cost Detail**
3. The total amount of this Agreement shall not exceed nine hundred seventy thousand dollars and no cents ($970,000.00). Payment shall be made in accordance with the payment schedule below.
4. **Payment Schedule**
5. This is a fixed price deliverables-based contract with payment milestones. The Contractor will be paid based on the cost of each deliverable and/or milestone as agreed to by the Commission and the Contractor. Within 30 days of contract execution, the Contractor will work with the Commission to develop a budget with deliverables and/or payment milestones and costs associated with each. The budget becomes effective upon agreement between the Commission and the Contractor and does not require an amendment to the contract as long as the total value of the contract does not change. The budget will be documented through the Commission’s contract management process and identified as a budget modification. No payments will be made on this contract until the budget has been approved by the Commission.
6. **Prompt Payment Clause**
7. 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.

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

1. Amendment: 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 the parties.
2. Antitrust Claims: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Code Sections set out below:

a. 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.

b. 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.

c. 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.

d. 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.

1. Assignment: This Agreement or any interest herein shall not be assigned without the prior written consent of the Commission.
2. Audit: The Commission or California State Auditor or whom the Commission so designates has the right to audit performance under this Agreement. The auditor(s) shall be entitled to review and copy Contractor’s records andsupportingdocumentationpertinent to its performance. Contractor agrees to maintain such records and documents for a minimum of three (3) yearsafter 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)
3. 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.
4. Certification Clauses: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
5. Child Support Compliance Act: For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. 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

b. 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.

1. 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.
2. 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.
3. 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. This Agreement may be executed by electronic signature. The parties agree that signed electronic counterparts will be binding upon them in the same way as though they were hardcopies with original signatures.
4. Disputes: Contractor shall continue with the responsibilities under this Agreement during any dispute.
5. 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.
6. Governing Law: This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
7. Indemnification: Contractor agrees to indemnify, defend and hold harmless the Commission, its officers, agents and employees from any and all claims and losses accruing or resulting from any and all contractors, subcontractors, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement resulting from the willful misconduct or negligent acts or omissions from the Contractor or any of its affiliates or agents furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement.
8. 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 Commission.
9. Key Personnel: Contractor’s key personnel as may be identified in its Agreement cannot be substituted without the Commission’s prior written approval.
10. 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. (PCC 10344(e).)
11. Non-Discrimination: During the performance of this Agreement, Contractor and its subcontractors shall not deny the Agreement’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 identify, 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 identify, 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 Commission to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the Commission 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 to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal Code Regs., tit. 2, §11105.) Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform with under the Agreement.
12. 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, if applicable.
13. Recycling Certification: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the Commission regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
14. Rights in Work Products: The Commission will have Government Purpose Rights to the Work Product as Deliverable or delivered to the Commission hereunder. “Government Purpose Rights” are the unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive rights, and licenses to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Work Product. “Government Purpose Rights” also include the right to release or disclose the Work Product outside the Commission for any State government purpose and to authorize recipients to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Work Product for any State government purpose. Such recipients of the Work Product may include, without limitation, State Contractors, California local governments, the U.S. federal government, and the State and local governments of other states. “Government Purpose Rights” do not include any rights to use, modify, reproduce, perform, release, display, create derivative works from, or disclose the Work Product for any commercial purpose.
15. 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.
16. Small Business Participation and DVBE Participation Reporting Requirements:

a. 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.)

b. 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.)

1. 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 upon demand.
2. Timeliness: Time is of the essence in this Agreement.