Mental Health Services
Oversight & Accountability Commission

REQUEST FOR PROPOSAL: Stakeholder Education, Advocacy, and Outreach

RFP 16MHSOAC007

Diverse Racial and Ethnic Communities

WELLNESS • RECOVERY • RESILIENCE

www.mhsoac.ca.gov

State of California

Mental Health Services Oversight and Accountability Commission

May 11, 2016

Rev. June 1, 2016

# Contents


I. INTRODUCTION 4
- A. PURPOSE AND BRIEF OVERVIEW OF CONTRACT OPPORTUNITY 5
- B. KEY ACTIVITIES AND DATES 5
- C. BIDDERS' CONFERENCE 6
- D. CONTRACT TERM AND AVAILABLE FUNDING 6
- E. WRITTEN QUESTIONS 6
- F. RESPONSES TO WRITTEN QUESTIONS 7
- G. CONTACT INFORMATION 7

II. BACKGROUND 7
- A. THE MENTAL HEALTH SERVICES ACT 7
- B. MHSA VALUES 8
- C. MHSA FUNDING 8
- D. ROLES AND RESPONSIBILITIES OF COUNTIES AND MHSOAC 9

III. PROPOSER QUALIFICATIONS 10
- A. MINIMUM QUALIFICATIONS 10
- B. DESIRED QUALIFICATIONS 10
- C. ORGANIZATION DESCRIPTION 11

IV. SCOPE OF WORK 11
- A. OVERALL PRINCIPLES 12
- B. CONTRACTOR RESPONSIBILITIES 12
- C. PROPOSER-DEFINED DELIVERABLES 13

V. WORKPLAN 18

VI. LETTERS OF SUPPORT AND REFERENCES 18

VII. PROPOSAL SUBMISSION INSTRUCTIONS 18
- A. REQUIRED DOCUMENTS 19
- B. REQUIRED FORMAT FOR A PROPOSAL 19
- C. NUMBER OF COPIES 19
- D. PACKAGING AND LABELING 19

VIII. SCORING PROCESS 20
- A. PROPOSAL SCORING 20
- B. PREFERENCE PROGRAMS 23
- C. AWARD PROCEDURES 27

IX. ADMINISTRATION 27

A. RFP DEFINED 27
B. COST OF DEVELOPING PROPOSAL 27
C. PRINTING SERVICES 28
D. CONFIDENTIAL INFORMATION 28
E. DARFUR CONTRACTING ACT OF 2008 28
F. RFP CANCELLATION AND AMENDMENTS 28
G. ERRORS 29
H. MODIFYING OR WITHDRAWAL OF PROPOSAL 29
I. IMMATERIAL DEFECT 29
J. DISPOSITION OF PROPOSALS 29
K. PROPOSER'S ADMONISHMENT 29
L. REJECTION OF PROPOSAL 29
M. PROTEST PROCEDURES 30
N. AGREEMENT EXECUTION AND PERFORMANCE 31
O. ATTACHMENTS 31
ATTACHMENT 1: Required Attachments Checklist 33
ATTACHMENT 2: Proposal/Proposer Certification Sheet 34
ATTACHMENT 3: Proposal Cover Letter 35
ATTACHMENT 4: Secretary of the State Registration 36
ATTACHMENT 5: Minimum Qualifications 37
ATTACHMENT 6: Desired Qualifications 38
ATTACHMENT 7: Organization Description 39
ATTACHMENT 8: Workplan Template 40
ATTACHMENT 9: Letters of Support 41
ATTACHMENT 10: References 43
ATTACHMENT 11: Cost Proposal Sheet 45
ATTACHMENT 12: Bidder Declaration (GSPD-05-105) 46
ATTACHMENT 13: Contract Certification Clauses (CCC-307) 47
ATTACHMENT 14: Darfur Contracting Act Certification (if applicable) 51
ATTACHMENT 15: Proposal Scoring Criteria 52
ATTACHMENT 16: Sample Standard Agreement (STD 213) with Standard Exhibits C through D 64
ATTACHMENT 17: Sample Payee Data Record (STD 204) 79
ATTACHMENT 18: California Disabled Veteran Business Enterprise (DVBE) Bid Incentive Instructions 80

# I. INTRODUCTION

The Mental Health Services Oversight and Accountability Commission (MHSOAC or Commission) is seeking an experienced Contractor to work with Diverse Racial and Ethnic Communities to enhance statewide participation, voice, and empowerment through advocacy, education, and outreach efforts to ensure that Diverse Racial and Ethnic Communities have a major role in the development and implementation of local and state level policies and programs and access to quality services and supports.

The Budget Act of 2015 specifically allocated funds for competitive bid contracts to "support mental health advocacy" on behalf specific communities. As directed by the Budget Act, the contract awarded pursuant to this RFP is to enhance statewide participation, voice, and empowerment through advocacy, education, and outreach. These efforts ensure that specific communities have a major role in the development and implementation of local and state level policies and programs and improve access to quality services and supports. These activities may include informing, educating, and advocating before local and state administrative and legislative bodies regarding policies and issue-based legislation consistent with the Mental Health Services Act.

Diverse Racial and Ethnic Communities include any underserved, unserved, and inappropriately served racial and ethnic communities including: African American, Asian/Pacific Islander, Latino, Native American, non-English and limited-English speaking individual and communities, and immigrant and refugee communities.

Through a response to this Request for Proposal (RFP), the successful Proposer will demonstrate that they have the personnel and organizational capacity to effectively carry out a contract of this scope and magnitude. The successful Proposer will describe how they meet minimum and desired qualifications, including their breadth of experience working statewide with Diverse Racial and Ethnic Communities, with special emphasis on unserved, underserved, and hard to reach populations. While collaborative Proposals including subcontracts are acceptable and even encouraged to provide the relevant range of expertise and/or capacity, the Proposal must be submitted by a lead or prime contractor, hereinafter called "Proposer."

All agreements entered into with the State will include by reference General Terms and Conditions (GTC) (see **ATTACHMENT 16**) and Contract Certification Clauses (CCC-307) (see **ATTACHMENT 13**). Subcontractors are permitted by the MHSOAC for this contract. The Contractor shall manage and coordinate subcontractor activities. Proposers are encouraged to carefully read the entire RFP. The need to verify all documentation and responses prior to the submission of Proposals cannot be overemphasized. Please note that no verbal information given will be binding upon the State unless such information is issued in writing as an official addendum. In the opinion of MHSOAC, this RFP is complete

and without need of explanation. All questions must be submitted directly to the MHSOAC RFP Contracts Unit via email to: mhsoac@mhsoac.ca.gov.

## A. PURPOSE AND BRIEF OVERVIEW OF CONTRACT OPPORTUNITY

The passage of the Mental Health Services Act (MHSA or Act) 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.

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."

Through the MHSA, California has encouraged the transformation of its mental health system by supporting the need for and development of a partnership between state and local level planning and program implementation. The MHSA was designed to change not only the way people accessed mental health services and participated in policy planning, but to change public perception and stigma associated with mental illness. Through support of stakeholder advocacy efforts, MHSA funding encourages dialogue to address not just the local needs of a community and region but to align with state level needs and priorities in a way that acknowledges and adheres to the diverse cultural values among California's Diverse Racial and Ethnic Communities.

This contract opportunity supports the goals of the MHSA and purposes to support the goal of system transformation through Diverse Racial and Ethnic Communities engagement and participation that is client and family driven, culturally competent, and collaborative in design. The purpose of this effort by the MHSOAC is to enhance the participation of Diverse Racial and Ethnic Communities in California's mental health system through education, advocacy, and outreach efforts.

This procurement is being conducted under the authority of Welfare and Institutions Code Section 5897(e) which exempts the MHSOAC from the Public Contract Code, the State Administrative Manual, and the Department of General Services approval.

## B. KEY ACTIVITIES AND DATES

Key activities including dates and times for this RFP are presented below. An addendum will be released if the dates change for the asterisked (*) activities.

| Activity | Action Date & Time |
|---|---|
| RFP Release | May 11, 2016 |
| Bidders' Conference | May 20, 2016 |

| | |
|---|---|
| Deadline for Written Questions* | May 25, 2016 |
| Distribute Questions/Answers and Addenda (if any) to RFP | May 31, 2016 |
| Deadline to Submit Proposals | June 24, 2016 by 4:30 p.m. |
| Notice of Intent to Award | July 28, 2016 |
| Intent to Protest Letter | August 4, 2016 |
| Contract Start Date | September 1, 2016 |

## C. BIDDERS' CONFERENCE

The Bidders' Conference will be held May 20, 2016 from 1:00 p.m. - 3:00 p.m. Pacific Standard Time (PST) and will take place at the MHSOAC office located at 1325 J Street, Suite 1700, Sacramento, CA 95814. Participants may attend in person or by phone. The call-in line for this is 866-817-6550. The access code for the call is 3190377. Information regarding the conference will also be posted on the MHSOAC's website www.mhsoac.ca.gov.

## D. CONTRACT TERM AND AVAILABLE FUNDING

The maximum funding allowed will be $400,000 annually for three years for a total of $1,200,000. For this RFP, the MHSOAC is requesting Proposals for a Contractor to complete the Scope of Work described herein. It is necessary for this contract to commence September 1, 2016 and be fully completed prior to May 31, 2019 (all contract work needs to be fully completed, approved, and invoiced by May 31, 2019; as such, final Deliverables should be scheduled for submission a minimum of two weeks prior to this date). Payment to the Contractor shall be based on the satisfactory completion and delivery of each project deliverable for a lump sum or fixed price for the total project.

## E. WRITTEN QUESTIONS

During the RFP process, questions of clarification about this RFP must be directed to the Contracts Unit listed in the Contact Information section below. Inquires shall be put in writing and communicated via email to: mhsoac@mhsoac.ca.gov by 4:30 p.m. Pacific Standard Time (PST) on May 25, 2016. At its discretion, MHSOAC reserves the right to contact a Proposer to seek clarification of any inquiry received. If a Proposer fails to report a known or suspected problem with this RFP, or fails to seek clarification and/or correction of the RFP, the Proposer submits a Proposal at his/her own risk.

Any questions which, in the judgment of the MHSOAC, materially alter the RFP requirements or provide clarity to RFP requirements will be answered in writing. The questions and answers will be posted on the MHSOAC's website www.mhscoac.ca.gov.

Any material changes to the RFP will be made in the form of an addendum. Frequently asked question (FAQ) responses will provide clarity to RFP requirements. Please note that no verbal information given

will be binding upon the MHSOAC unless such information is confirmed in writing as an official addendum to all parties/participants.

## F. RESPONSES TO WRITTEN QUESTIONS

The MHSOAC Contracts Unit will provide responses to written inquiries about this RFP that are received via email and post the responses on the MHSOAC website (www.mhsoac.ca.gov) by 4:30 p.m. Pacific Standard Time (PST) May 31, 2016.

## G. CONTACT INFORMATION

Richard Thut, Contracts Analyst
Mental Health Services Oversight and Accountability Commission
1325 J Street, Suite 1700
Sacramento, CA 95814
E-mail: mhsoac@mhsoac.ca.gov

# II. BACKGROUND

## A. THE MENTAL HEALTH SERVICES ACT

In 2004, the MHSA was approved through a voter initiative (Proposition 63). The MHSA was designed to support and encourage system-wide change in California's public community mental health system that would foster a positive impact on the state's prevention of and response to mental illness. The MHSA was crafted to finance culturally and linguistically competent, new-generation, promising approaches to delivery of mental health services for Californians of all ages using approaches that incorporate the critical elements of hope, recovery, personal empowerment, respect, social connection, self-responsibility, and self-determination. The MHSA is intended to encourage early identification of and response to indicators of mental health needs, treat mental illness, promote recovery, reduce the duration of untreated mental illness, prevent the negative impact of untreated mental illness, and reduce stigma and discrimination associated with mental illness.

The Act emphasizes an expectation for participatory planning that engages a broad range of stakeholders, including diverse individuals with mental health needs and their families, representatives of communities that are unserved and underserved by the community mental health system, and representatives of related service delivery systems. The engagement and participation of these stakeholders should be meaningful and play a partnership role in all MHSA funded efforts.

The Act and subsequent legislation intends that there be a meaningful stakeholder involvement at both the state and local level and that funds are provided to assist organizations to support the mental health needs of clients/consumers, children and youth, transition age youth (TAY), veterans, family members

of clients/consumers, and organizations working to reduce racial and ethnic disparities through education, advocacy, and outreach efforts. *This RFP is designed to support the participation of Diverse Racial and Ethnic Communities in the mental health system through numerous activities to encourage education, training, outreach, and advocacy.*

## B. MHSA VALUES

The MHSA articulates values that are expected to be embedded throughout planning, policy development, implementation, and evaluation of the MHSA. These values are codified in Title 9, California Code of Regulations, Section 3320 and/or by actions of the MHSOAC and include:

1. *Community Collaboration*: Diverse clients and/or families receiving services, other community members, agencies, organizations, and businesses work together to share information and resources to create and fulfill a shared vision and goals.
2. *Cultural Competence*: All aspects of policy-making, program design, administration, and service delivery in the public mental health system incorporate and include work to achieve equal access to services, equal quality of services, and equal outcomes of services, without disparities among racial/ethnic, cultural, linguistic, and other diverse populations or communities.
3. *Client- and Family-Driven*: The client or the parent/guardian/family of children and youth has the primary decision-making role in identifying needs, preferences, and strengths, and a shared decision-making role in determining the services and supports that are most effective and helpful.
4. *Wellness-, Recovery-, Resilience-Focused Service Delivery*: Public mental health services promote and increase resilience, recovery, and wellness.
5. *Integrated Service Experiences*: Clients, and when appropriate a client's parent/caregiver and family, access a full range of services in a comprehensive and coordinated manner, even when these services are provided by multiple agencies, programs, and funding sources.
6. *Co-occurring Disorder Services Competency*: Services incorporate appropriate methods to ensure that co-occurring disorders (e.g., mental illness and substance use disorders) are treated efficiently and in a cost-effective manner.

## C. MHSA FUNDING

The Act establishes a one percent (1%) tax on personal income in excess of one (1) million dollars. To date, more than $9.6 billion in new resources for the public community mental health system have been generated.

These funds are dedicated in specified proportions for the following components: Community Services and Supports (CSS), which includes children, transition-aged youth, adult, and older adult systems of care; Prevention and Early Intervention (PEI); Workforce, Education, and Training (WET); Capital Facilities

and Technological Needs (CF/TN); and Innovation (INN). In addition, up to five percent (5%) of funding received is provided for state administrative activities, including stakeholder contract funding.

The statutory requirement in W&I Code Section 5892(d) states that the Mental Health Services administrative fund shall "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."

Further, W&I Code Section 5846(c) states that the MHSOAC shall "ensure that the perspective and participation of diverse community members reflective of California populations and others suffering from severe mental illness and their family members is a significant factor in all of [the Commission's] decisions and recommendations."

Stakeholder contracts are focused on supporting the mental health needs of clients/consumers, children and youth, transition aged youth (TAY), and family members of clients/consumers through education, advocacy, and outreach efforts. These contracts, originally awarded on a sole source basis, were transferred to the MHSOAC after the dissolution of the Department of Mental Health (DMH) in 2011. The fiscal year (FY) 2015/16 Budget Act included in the Commission's budget an additional $1 million dollars, subject to revenue projections, to support mental health advocacy on behalf of youth, veterans, and racial and ethnic minorities to be awarded through a competitive process.

This process includes the release of RFPs for six contracts to conduct work focused on the following populations:

- Clients/Consumers;
- Families of clients/consumers;
- Children and Youth (under 18 years) and their parents/caregivers;
- Transition Age Youth (ages 16-25 years);
- Veterans; and
- Diverse racial and ethnic communities/populations.

## D. ROLES AND RESPONSIBILITIES OF COUNTIES AND MHSOAC

California counties directly plan, administer, and implement public community mental health system services. (Note, two city-based programs also implement these systems; hereinafter, they will be included in the term "county").

The MHSA established the MHSOAC to provide oversight and accountability for the California community mental health system. The Commission is committed to:

- Effective oversight and accountability that may be achieved via evaluation of MHSA processes, values, and outcomes;
- An approach of continuous quality improvement including tracking and evaluating processes and outcomes in a manner that supports critical system-wide improvements; and
- Increasing meaningful stakeholder involvement in all aspects of California's mental health system.

## III. PROPOSER QUALIFICATIONS

Proposer's Federal Employer Identification Number (FEIN) and evidence that Proposer is registered with the California Secretary of State (SOS) to do business in California is required. The registration can be pending at the time of bid submission, but must be complete by the time at which a contract is awarded. If the Proposer is a sole proprietorship, partnership, or corporation, the Proposer shall submit a copy of its current active status with the SOS Business Certification program (see **ATTACHMENT 4**).

Additionally, the Proposer must meet the Minimum Qualifications and provide one narrative as to whether or not it meets the Desired Qualifications and a second narrative for the organization description.

### A. MINIMUM QUALIFICATIONS

Each of the minimum qualifications below must be met by the Proposer's team/organization (see **ATTACHMENT 5**).

- Be an established statewide organization with experience providing program and services related to achieving mental health equity for Diverse Racial and Ethnic Communities and other vulnerable populations;
- Demonstrate evidence of capacity to provide statewide county-level and state-level participation;
- Be a non-profit organization; and
- Have evidence of capacity to engage Diverse Racial and Ethnic Communities including those that are reflective of California's diverse population.

### B. DESIRED QUALIFICATIONS

The Proposer shall include a Desired Qualifications narrative to describe how the Proposer's team/organization meets the listed criteria/qualifications listed below (see **ATTACHMENT 6**).

- Have comparable experience in advocacy, outreach, education, and training activities related to the mental health needs of Diverse Racial and Ethnic Communities;

- Have experience that demonstrates capability to manage a project of similar duration and funding;
- Have experience in designing culturally competent approaches to engagement, outreach, training, and technical assistance targeting Diverse Racial and Ethnic Communities;
- Have experience with incorporating concepts of client and family resilience and recovery into programs, projects, training, and technical assistance; and
- Be able to demonstrate the soundness of the organization's fiscal processes involved in budgeting, subcontracting, and payroll management.

## C. ORGANIZATION DESCRIPTION

The Proposer shall provide a narrative overview of its organization's history, how it has served the Diverse Racial and Ethnic Communities, and a brief description of the staff who will be assigned to this contract in no more than ten pages. Additionally, the Proposer will provide resumes for all identified staff as well as an organization chart that clearly identifies roles and responsibilities of all staff who will be assigned to this contract. The staff resumes and organization chart do not count towards the ten page limit. See **ATTACHMENT 7** for additional instructions.

# IV. SCOPE OF WORK

This contract, one of six contracts to be issued by the MHSOAC, is to support and ensure the meaningful statewide participation of Diverse Racial and Ethnic Communities stakeholder groups and their families in mental health community planning and policy considerations. The remaining five contracts will support the inclusion of other target populations.

The Contractor will provide support, information, and opportunities for Diverse Racial and Ethnic Communities through a range of training and education, advocacy and outreach activities, messages, and supports to encourage systems change, increase access and linkage to quality mental health services and supports, as well as engagement. In addition, the Contractor will participate in and represent the views of Diverse Racial and Ethnic Communities through the MHSOAC processes.

Responses to the Scope of Work (SOW) must clearly articulate how the proposed approach supports the voice of Diverse Racial and Ethnic Communities in the provision of mental health services on the local and statewide levels. Proposed approaches should provide responsibilities, tasks, and deliverables that equally target local-level services, which include county governments and other key stakeholders at the local-level, and state-level services, which include state legislature, executive branch, and other key stakeholders at the state-level.

The successful Proposer will offer a Scope of Work that identifies the specific needs of Diverse Racial and Ethnic Communities at the local and state levels that are achievable through the proposed activities. The Proposer shall develop activities that can be assessed and evaluated for impact at the local and state

level. Activities shall be designed to engage diverse populations of Diverse Racial and Ethnic Communities in a manner that is consistent and sensitive to the unique needs across the diverse landscape of California counties. The Scope of Work includes Contractor Responsibilities and six Proposer-Defined Deliverables.

## A. OVERALL PRINCIPLES

Proposals should address how contract deliverables will adhere to the following requirements:

- Alignment with the MHSA and the work of the Commission, supporting the efforts of Diverse Racial and Ethnic Communities to ensure the appropriate state and county agencies give full consideration to concerns about quality, structure of service delivery, and access to services;
- Focus on transformational change of the mental health system;
- Enhancement opportunities to ensure the perspective and participation of stakeholders are a significant factor at all levels of decision making; and
- Support for Diverse Racial and Ethnic Communities outreach and a robust local and state level stakeholder process.

## B. CONTRACTOR RESPONSIBILITIES

The Proposer shall include a Contractor Responsibilities Narrative detailing how it will meet the Contractor Responsibilities listed below. The narrative must provide detail regarding~~, in the very least,~~ how the Proposer plans to complete each responsibility, what staff will conduct the work, and describe ~~in detail~~ what deliverables MHSOAC will receive in association with each responsibility cited. ~~***A simple reiteration of the description contained within this solicitation is not acceptable.***~~

### Kickoff Meeting

The Contractor shall attend a kickoff meeting with the MHSOAC Contract Manager (CM). The Contractor's Project Manager (PM) and other key staff shall attend this meeting to discuss the administrative, fiscal, and technical aspects of this contract. MHSOAC will designate the date and location of this meeting.

The meeting may include but is not limited to the following:

- Detailed review of the Workplan, schedule, and deliverables; and
- Roles and responsibilities.

### Reporting

The Contractor shall meet quarterly, or otherwise as specified, with MHSOAC staff to review and discuss contract performance and activities. Meetings will provide an opportunity for the Contractor to highlight successful programs and activities as well as identify challenges and lessons learned. Ongoing

assessment will help ensure that Contracts are on pace to achieve the objectives and outcomes proposed in the scope of work.

In addition to periodic meetings, the Contractor will submit quarterly activity reports detailing activities, planned and underway, and report-outs on completed activities. Reports should include a narrative regarding the impact of the activities as well as notable achievements, challenges, and lessons learned. The Contractor will report the information to MHSOAC including but not limited to:

- The location and description of all activities and events including goals and objectives;
- The number of people attending each event; and
- Evidence of success or lessons learned from each event.

### Collaboration

The Contractor shall attend periodic in-person collaboration meetings with other Contractors to be held at a time and place as determined by the MHSOAC. The purpose of these meetings will be to bring together stakeholder contractors to report out on current activities, discuss upcoming projects and plans, and to identify areas for potential collaboration. The Contractor must plan to send a minimum of two people (including the Project Director) to these meetings. Contractor shall include funds in budget for travel to these meetings.

### Other Interactions with MHSOAC

The Contractor shall engage in ongoing communication with the MHSOAC and relevant constituents regarding progress within all facets of this project. Specifically, the Contractor shall be prepared to, at the request of the Commission:

- Provide an annual update of Workplan and deliverables;
- Maintain ongoing interaction with MHSOAC staff and other MHSOAC constituents;
- Participate in briefing calls with MHSOAC staff to discuss project progress and the status of Deliverables;
- Provide periodic updates and presentations to MHSOAC Committees and Commissioners;
- Present the final results/conclusions of this work to Commissioners and the public at a Commission meeting; and
- Develop and provide a plan for dissemination of Deliverables to MHSOAC stakeholders.

## C. PROPOSER-DEFINED DELIVERABLES

Proposals shall include a narrative describing the Proposer-Defined Deliverables. The Proposer is responsible for defining the specific details of the following deliverables subject to the general overview for each deliverable provided below. ***A simple reiteration of the description contained within this solicitation is not acceptable.*** A highly detailed description of the deliverables that the Proposer will

provide to MHSOAC is required to demonstrate the Proposer's understanding of and ability to meet MHSOAC's needs as specified in this solicitation. Each Proposer is expected to provide their perspective on how they would uniquely fulfill the requirements of the deliverable. Points will be awarded for the level of specificity provided and for the appropriate staffing of tasks to perform each deliverable (i.e. proper levels of authority and proper number of personnel).

In planning and describing these deliverables, the Proposer shall include time for an iterative approval process for any tangible deliverables, allowing time to incorporate feedback from MHSOAC within the overall project deadlines.

The narrative for each Proposer-Defined Deliverable shall include in the very least the following:

- A high-level summary of the goal that the deliverable will accomplish;
- A proposed approach with **two distinct strategies** that effectively supports the voice of Diverse Racial and Ethnic Communities in the provision of mental health services, one for the local-level **and** one for the state-level; and
- A detailed description of the approach to completing the deliverable, including the scope of the deliverable with a clear connection to the goal, the strategy as to how to complete the deliverable with outlined and tangible tasks and activities, specific components/events included in the deliverable, and benchmarks and standards for evaluation.

Please note the following regarding submission of all Deliverables:

- All Deliverables shall be readable by a wide audience of MHSOAC stakeholders, including and ranging from evaluation experts in the mental health field to the general public;
- All Deliverables from the Proposer shall be presented in an electronic format (to be agreed upon prior to start of work) that is easily posted on the MHSAOC website, pursuant to Government Code Section 11135 in compliance with accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended, and regulations implementing that act; and
- A full draft of all Deliverables shall be submitted to the MHSOAC a minimum of two weeks prior to final Deliverable due dates, in order to allow MHSOAC staff to review and provide feedback that shall then be considered for incorporation into final Deliverables by the Contractor prior to final submission.

### Deliverable 1: Annual State of the Community Report

Proposals shall include an Annual State of the Community Report to detail the unique needs of the target population and how they differ on the local-level and the state-level. The Proposer shall define in detail its target population. In addition, the Proposer shall describe in detail its approach to comprehensively assess the needs and challenges of its community at the local-level and state-level and how it will involve community members in the development of its report.

The report will focus on detailing key mental health issues affecting the target population. At a minimum, the report will include an overview of the unique needs and characteristics of the target population, a summary of resources available, and changes over the past year. The report may include case studies, vignettes, or similar elements to effectively illustrate the needs and characteristics of the population. In addition, it shall include, where available, basic metrics to quantify and describe the needs of the community and efficacy of efforts to meet those needs.

The Contractor is required to submit a draft outline of the report a minimum of four months prior to the due date for the final report. Contractor shall refine the draft as necessary based on feedback provided by MHSOAC staff. A final outline shall be mutually agreed upon a minimum of three months prior to the due date for the final report.

The final report is due by the end of each contract year.

### Deliverable 2: Training and Education

Training and education should provide support and empowerment to Diverse Racial and Ethnic Communities and organizations that meet the mental health needs of Diverse Racial and Ethnic Communities. Training and education should be designed to increase access and awareness of available services, facilitate Diverse Racial and Ethnic Communities empowerment in recovery, increase understanding of Diverse Racial and Ethnic Communities culture, local and state level policy and program development, and to support and enhance stakeholder involvement, specifically in the local Community Planning Process (CPP) and Innovation (INN) Plan development at the county level. Training should target Diverse Racial and Ethnic Communities, state and local policy makers, providers, and the general public.

Proposals shall include an education component designed to educate communities and policy makers, as well as individuals tasked with local program planning. Training and education programs should concentrate on reducing stigma and increasing sensitivity and understanding of mental health issues for consumers, providers, family members, and the public. Proposals should describe how training and education activities will be culturally sensitive, age appropriate, and targeted to the specific population.

Proposals may include strategies designed to:

- Conduct statewide and/or targeted local focused training designed to educate and inform Diverse Racial and Ethnic Communities stakeholders to increase access and awareness of available services, increase understanding of local and state level policy development, and to support and enhance stakeholder involvement, peer support services, and employment through community mental health; and
- Conduct statewide and/or targeted local focused training to educate and inform policy makers, communities, and the public to improve communication and public understanding of mental health needs among Diverse Racial and Ethnic Communities, reduce stigma and discrimination,

and to encourage and support the inclusion of the perspective and expertise of Diverse Racial and Ethnic Communities with mental health needs to improve planning, policy, and processes.

### Deliverable 3: Outreach, Engagement, and Communication

Community engagement and outreach is an essential component in providing quality supportive services to persons with mental health needs. Effective strategies and programs strengthen communities by enhancing awareness of mental health services and programs to increase access and linkage as well as prevent and potentially reduce the risk of onset of severe mental health needs. Proposals shall include community engagement strategies to inform, engage, and empower Diverse Racial and Ethnic Communities to effectively influence policies and programs at both the state and local level, encourage access and linkage to community services and supports, promote wellness and resiliency, and improve outcomes.

Proposals may include strategies designed to:

- Effectively advocate for, conduct outreach to, and participate in, local and state mental health services planning (including the Community Planning Process and Innovation program planning) to improve community-based mental health services and supports;
- Conduct outreach and communication efforts including local and statewide communications to educate and inform communities, stakeholders, and those with lived experience as to current policy and areas for involvement; and
- Enhance the existing network of Diverse Racial and Ethnic Communities at the local and state level.

### Deliverable 4: Advocacy

Advocacy is a key component to raising awareness on mental health issues and ensuring effective and necessary improvements in policy, legislation, and service delivery. Proposals shall include **two distinct strategies** that effectively supports the voice of Diverse Racial and Ethnic Communities. One strategy shall correspond to the local-level **and** one strategy shall correspond to the state-level. **Local-level** strategies shall target opportunities and activities at the county and community level and may include interaction with county mental health departments, boards of supervisors, community based organizations and other local entities.

**State-level** strategies shall target opportunities and activities at the state level and may include interaction with policy leaders and legislative staff, state agencies and entities, as well as participation in activities of the MHSOAC including Commission meetings, committees, policy projects and panels.

Proposals shall include plans to report on and document advocacy activities. Reports should be brief but shall include the target of advocacy, date, location, individual(s) involved, Contractor's role (for example

providing testimony or serving on a panel), specific goals sought, and any tangible outcomes achieved as a result.

Successful Proposals will address and define the unique advocacy needs and challenges of Diverse Racial and Ethnic Communities as well as clearly demonstrate how proposed activities are designed to meet those needs. Proposals shall define specific goals to be accomplished with justification for activities developed in response to the identified needs. Proposals should include specific activities to ensure mental health services are available and appropriate for diverse populations and those who are typically unserved, underserved or hard to reach.

Proposals may include strategies designed to:

- Identify and catalogue existing local **and** state mental health services and supports designed for Diverse Racial and Ethnic Communities for information sharing and dissemination;
- Increase access to and quality of mental health systems, services, treatment, and recovery supports so that they are empowering, self-directed, resilience oriented, and culturally and linguistically appropriate;
- Serve as subject matter experts to local **and** state level decision makers, service providers, the mental health community, and the Commission regarding issues and gaps in mental health policy, planning, programs, and services as identified by Diverse Racial and Ethnic Communities across the state; and
- Enhance collaboration with local governments and/or organizations in planning and program design, service delivery, and evaluation in order to improve quality and access to services as well as stakeholder involvement and engagement.

### Deliverable 5: Progress Reports

The Proposer will recommend specific data or related metrics that will effectively track and monitor all relevant efforts in the Contractor Responsibilities and the Proposer-Defined Deliverables. The Contractor will be required to collect and report data or related metrics as it pertains to the Scope of Work. The Contractor will be required to submit quarterly data sets that shall cover activities, planned and underway, and report-outs on completed activities. Additionally the Contractor will propose reporting templates for documenting and submitting to MHSOAC. These templates will be reviewed, edited if necessary, and approved by MHSOAC staff prior to use. Data shall be provided in a mutually agreed upon electronic format.

### Deliverable 6: Unanticipated Tasks

The Proposer shall anticipate and include up to five percent (5%) of the contract value for unanticipated tasks. Unanticipated tasks may be assigned in the event that both parties agree additional work, which was wholly unanticipated and not identified in the State's solicitation document or the Contractor's bid

submitted in response thereto, is necessary to the successful accomplishment of the general scope of work.

## V. WORKPLAN

The Proposer is responsible for developing a detailed Workplan to describe the specific tasks it will undertake in order to complete the entirety of the Contract. This includes but is not limited to:

- Administrative duties;
- Contractor Responsibilities;
- Proposer-Defined Deliverables; and
- All other work and responsibilities involved in the Contract.

The Workplan will provide a step-by-step account of how the Proposer plans to complete all work outlined above including anticipated hours required from each key team member. The Workplan must be well-organized, detailed, and comprehensive, describing the tasks that will lead to the completion of all work in the Contract, including timelines and due dates. Moreover, the Workplan must identify the team member(s) responsible for each activity and any associated needs from or impacts on MHSOAC staff and/or other Contractors. The tasks should be sufficiently detailed to clearly articulate the process proposed with no additional information required. (See **ATTACHMENT 8** for additional instructions).

## VI. LETTERS OF SUPPORT AND REFERENCES

The Proposer shall provide three letters of support from individual members of the target population and/or from non-profit organizations that serve the target population and three references from organizations for which the Proposer has performed services outlined in this Solicitation within the past five years. The letters of support submitted must provide insight into the Proposer's experience and commitment to working with the target population in California. (See **ATTACHMENT 9** for additional instructions). The references provided will be contacted by MHSOAC. MHSOAC will make a reasonable attempt to contact the references, but it is the sole responsibility of the Proposer to ensure that the provided reference is available to respond in a timely manner. (See **ATTACHMENT 10** for additional instructions).

## VII. PROPOSAL 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. Proposers must follow all Proposal format instructions, answer all questions, and supply all required documents.

## A. REQUIRED DOCUMENTS

Proposals shall include responses to the Proposer Qualifications (Section III), Scope of Work (Section IV), Workplan (Section V), and Letters of Support and References (Section VI) and all required documents referenced therein. The Proposer **must provide ATTACHMENTS 1-14** within the Proposal. All other Attachments are not required submittals but are reference materials.

An individual who is authorized to bind the proposing firm contractually shall sign **ATTACHMENT 2: Proposal/Prosper Certification Sheet**. The original signature must indicate the title or position that the individual holds in the firm. **An unsigned or signature stamped Proposal may be rejected.**

Proposals not including the proper required attachments shall be deemed non-compliant. **A non-compliant Proposal is one that does not meet the basic Proposal requirements and may be rejected.**

## B. REQUIRED FORMAT FOR A PROPOSAL

All Proposals submitted under this RFP must be typewritten on white paper using 12-point Arial or Calibri font. Paper margins shall be at least one inch. Paper size shall be standard letter, 8 ½ by 11 inches. Proposals shall be bound together. An electronic copy of the Proposal on CD-ROM or USB drive must be submitted to MHSOAC.

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 all of the RFP requirements is cause for a Proposal to be rejected.

## C. NUMBER OF COPIES

Proposers must submit one (1) original Proposal plus nine (9) paper copies of the Proposal. The original Proposal must be marked **"ORIGINAL."** All documents contained in the original Proposal package must have original signatures and must be signed by a person who is authorized to bind the proposing firm. All additional Proposal sets may contain photocopies of the original package.

## D. PACKAGING AND LABELING

Proposals must be received by **June 24, 2016** no later than 4:30 p.m. Pacific Standard Time (PST) by the MHSOAC Contracts Unit. Proposals must be in a sealed package and must be delivered in person, by mail, or by overnight delivery. Faxed and emailed Proposals will not be accepted. It is not sufficient to postmark Proposals by this date or to leave the Proposals at the MHSOAC Contract Office without a MHSOAC staff member confirming delivery. This office is open 8:00 a.m. to 5:00 p.m., Monday-Friday except state holidays.

Please mail or deliver the Proposal to the address listed below. Include the following label information and deliver your Proposal in a sealed package:

| | |
|---|---|
| Proposer's Name<br>Street Address<br>City, State, Zip Code<br>FAX # | |
| | DO NOT OPEN<br>16MHSOAC007<br>Diverse Racial and Ethnic Communities Stakeholder Contract<br>Richard Thut, Contracts Unit<br>Mental Health Services Oversight and<br>Accountability Commission<br>1325 J Street, Suite 1700<br>Sacramento, California 95814 |

**Note:** All Proposals must be submitted under sealed cover and received by MHSOAC Contracts Unit by the date and time shown above. Proposals received after this date and time will not be considered.

# VIII. SCORING PROCESS

This section explains how the Proposals will be scored. It describes the process as well as the scoring stages and preference points.

## A. PROPOSAL SCORING

Proposals will be reviewed and scored based on their response to the information requested in this RFP. The entire scoring process from receipt of Proposals to posting of the Notice of Proposed Award is confidential. All Proposals and all evaluation and scoring sheets will be considered public documents after the announcement of the intent to award.

Proposals will be evaluated in six stages:

### *Stage 1: Administrative Submission Review*

Each Proposal will first be checked by the MHSOAC for the presence of all required documents as listed in Section VII.A. This first Stage will be scored on a pass/fail basis. Those Proposals that pass the requirements of Stage 1 will be reviewed under Stage 2 by a Review Panel. Those Proposals that do not meet the requirements of Stage 1 will be deemed non-compliant and will not be eligible to receive an award.

### *Stage 2: Technical Review*

The Review Panel will review all Proposals that pass Stage 1 to assess the Proposer's ability to carry out the proposed work. The Review Panel will individually review and score all aspects of the following requirements:

- Proposer Qualifications;
- Response to the Scope of Work;
- Workplan; and
- Letters of Support.

The Review Panel will assess the ability of the Proposer to carry out the proposed Scope of Work and the technical components of the Proposal on the basis of completeness, responsiveness, clarity of presentation, and adequacy of the degree to which it complies with the RFP requirements.

In assigning points for individual components, the Review Panel members may consider issues including, but not limited to, the extent to which a Proposal:

- Is fully developed, comprehensive, and has few, if any, weaknesses, defects or deficiencies;
- Includes information of depth and breadth, and includes significant facts and/or details;
- Demonstrates that the Proposer understands and is responsive to the MHSOAC's needs, the services sought, and/or the Proposer's responsibilities;
- Illustrates the Proposer's capability to perform all services and meet all requirements detailed in the Scope of Work;
- Is consistent with expectations outlined in the Scope of Work;
- Demonstrates the Proposer's capacity, capability, and/or commitment to exceed regular service needs (e.g., enhanced features, approaches, or methods, as well as creative or innovative business solutions, etc.); and
- Proposes cost allocations for each deliverable that are cost/value effective and cost adequate.

Please properly label all information requested via this RFP so that relevant information may be easily identified and scored. Reviewers will base scores only on information provided within each of these specific sections.

An overall maximum of 290 possible points may be achieved in this stage and a minimum of 200 points must be achieved to move to Stage 3.

Those Proposals that pass the requirements of Stage 2 review will be reviewed under Stage 3. Those Proposals that do not meet the requirements of Stage 2 will be deemed non-compliant and will not be eligible to receive an award. (See **ATTACHMENT 15** for scoring criteria)

### *Stage 3: Reference Checks*

Once the Proposer has reached the minimum point value of 200, MHSOAC will contact the references provided. MHSOAC will make a reasonable attempt to contact the references, but it is the sole responsibility of the Proposer to ensure that the provided references are available to respond in a timely manner. A maximum of 30 points will be awarded for reference checks. (See **ATTACHMENT 10**).

### *Stage 4: Evaluation of Cost Proposal*

The Cost Proposal Sheet (see **ATTACHMENT 11**) will be evaluated along with the Proposal Narrative. The Review Panel may use information from the Cost Proposal to judge the cost/value effectiveness and adequacy of the proposed work. In addition, the Cost Proposal will be used to generate an associated score as described below.

A maximum of 135 points will be awarded for the Cost Proposal. The Proposal offering the lowest total cost earns the maximum of 135 points. The remaining Proposals earn Cost Proposal points through a cost conversion formula. The following formula is used for the award of cost points:

SAMPLE COST SCORE CACULATION

| Proposer | Bid Amount | Low Bid = Maximum points 135<br><br>Low Bid /Current Bid x 135 = cost points |
|---|---|---|
| | | |
| A | $22,900 | Low Bid = Maximum of 135 points |
| | | |
| B | $26,000 | $22,900 ÷ $26,000 x Max. pts. = 119 pts. |
| | | |
| C | $29,700 | $22,900 ÷ $29,700 x Max. pts. = 104 pts. |

### *Stage 5: Combining Proposer's Scores*

The MHSOAC will combine the points of all qualifying Proposers from Stage 2 for achieving a passing score, Stage 3 for reference interviews, and Stage 4 for the Cost Proposal to find the total scores for each qualifying Proposer. For points awarded in Stage 2 and Stage 3, the scores from each Review Panel member will be added together and the average of the scores will be calculated. The average score of the Review Panel members summed with the Cost Proposal score will be the final score assigned to the Proposal prior to any bidding preference adjustments.

### *Stage 6: Adjustments to Score Calculations for Bidding Preferences*

MHSOAC will determine and confirm which entities, if any, are eligible to receive a bidding preference. Points for eligible bidding preferences, as explained in the following Section (VIII.B), will be calculated and applied after the Stage 5 score has been calculated.

## B. PREFERENCE PROGRAMS

A Proposer may qualify for preference points described below. Each qualifying Proposer passing the minimum requirements of Stage 2 will receive the applicable preference points.

### Disabled Veteran Business Enterprise Incentive

The disabled veteran (DV) owner(s) and DV manager(s) of the Disabled Veteran Business Enterprise (DVBE) must complete the STD. 843 Disabled Veteran Business Enterprise Declaration when a DVBE contractor or subcontractor will provide materials, supplies, services or equipment [Military and Veterans Code Section 999.2]. The STD. i43, Disable Veteran Business Enterprise Declaration form is found at the following website: http://www.documents.dgs.ca.gov/pd/poliproc/STD-843FillPrintFields.pdf. The STD. 843 must be completed and submitted with Proposal.

The DVBE Incentive Program applies to this solicitation. It is separate from the DVBE Participation Program and was established in Military and Veterans Code (MVC) §999 et seq., and 2 California Code of Regulations (CCR) §1896.99 et seq. The incentive is used only for evaluation purposes to arrive at the successful bidder and does not alter the amounts of the actual bid. Any responsive and responsible bidder with the confirmed 100% DVBE participation is to receive the incentive. Bidders who are not responsive and not responsible are not eligible to receive the incentive.

MHSOAC will apply this incentive to bids proposing the utilization of DGS Certified DVBE firms identified on the STD. 843, DVBE Declaration form. The information provided shall be verified by MHSOAC prior to the award of the RFP. When applying the 5% DVBE Incentive, a Non-Small Business shall not displace an award to a DGS Certified Small Business.

1) MHSOAC will apply an incentive to bids proposing the utilization of DGS Certified DBVE firms identified on the Bidder Declaration, GSPD-05-105. Information provided on the Bidder Declaration, GSPD-05-105 shall be verified by MHSOAC prior to the award of the contract. The incentive amount is equal to a percentage of the lowest responsive and responsible Proposal based on the amount of DVBE participation in the Proposal being evaluated per the Tables below.

| Confirmed DVBE Participation of: | DVBE Incentive: |
|---|---|
| 5% or Over | 5% |

| | |
|---|---|
| 4% to 4.99% inclusive | 4% |
| 3% to 3.99% inclusive | 3% |
| 2% to 2.99% inclusive | 2% |
| 1% to 1.99% inclusive | 1% |

2) When applying the DVBE incentive, a NSB shall not displace an award to a DGS Certified Small Business. Refer to SCM Vol. 2, Section 3.5.5 for DVBE incentive percentage details.

### Small or Microbusiness Preference

The Small business preference provides certified small businesses and micro-businesses a calculation preference in the amount of five percent (5%) of the lowest, responsible bid submitted by a Bidder who is not a certified small business. The small business preference is used as a calculation to determine the lowest Bidder and does not affect the actual price bid.

The awarding department will grant small business a five percent (5%) Small Business preference on a bid evaluation when a responsible non-small business has submitted the lowest-priced, responsive bid pursuant to the evaluation of a solicitation method when a small business:

- Includes in its bid a notification to the awarding department that it is a small business or that it has submitted to the DGS OSDS a complete application no later than 5:00 p.m. on the bid due date, and is subsequently certified by the Department of general Services as a small business;
- Submits a timely, responsive bid; and
- Has been determined to be a responsible Bidder.

Bidders having pending Small Business or DVBE Certification applications under review by the Department of General Services concurrent with the bid time frame should contact DGS/OSDS to request an expedite review/approval of their application in order to be considered for the small business preference during the evaluation of this bid. Contact DGS/OSDS at (916) 375-4940 to obtain information about the application expedite process.

Bidders must notify the Department in writing at the time of bid submission that they have an application for Small Business or DVBE certification under review at the DGS Office of Small and Disabled Veteran Business Certification, and they wish to be considered for the Small Business Preference Calculation.

Information on how to become certified as a small business, and other related information can be found online: http://www.dgs.ca.gov/pd/Programs.aspx. Proposers qualifying for this preference must submit a copy of their Small Business Certification.

## Non-Small Business Preference

Non-Small Business Bidders will be granted a five percent (5%) non-small business preference on a bid evaluation when a responsible non-small business has agreed to subcontract at least 25 percent of their bid price with a California certified Small Business and if the non-small business Bidder's bid is not the low price bid, or when a Proposal has been ranked as the highest scored bid pursuant to the evaluation of the solicitation.

Responding Bidders must:

- Include in its bid a notification to the awarding department that it commits to subcontract at least twenty -five percent (25%) of its net bid price with one or more California certified small business(s),
- Submit a timely bid as specified in the bid document,
- Be determined to be a responsive, responsible Bidder and,
- Identify the California certified small business(s) it commits to subcontract with. The Bidder shall list certified SB subcontractors and include their name, address, phone number, a description of the work performed, and the percentage (as specified in the solicitation) per subcontractor.

Further information can be found on the Internet at http://www.dgs.ca.gov/pd/Programs/OSDS.aspx.

## Calculating Non-Small Business Preference

The non-small business calculation preference five percent (5%) is used for bid evaluation purposes only. Awards made as a result of the NSB preferences shall be awarded at the Bidder's original bid price. The preference shall be computed as follows:

| | |
|---|---|
| Bidder A, Low bid, not a certified small business: | $125,000 |
| Bidder B, non-small business | $131,000 |
| (subcontracting 25% to a certified small business) | |
| Calculation Preference: | $125,000 x .05 = $6,250 |
| Bidder B | $131,000 |
| Subtract calculated preference | - 6,250 |
| Adjusted Bid for Bidder B | $124,750 |

Award is made to Bidder B as the low Bidder at the bid price of $131,000.

## Ties Between Certified Small Business and DVBE Business

In the event of a precise tie between the bid of a small business and the bid of a disabled veteran enterprise that is also a small business, the award shall go to the disabled veteran that is also a small business.

## Maximum Allowable Preferences

In no event shall the amount of the small business or non-small business subcontractor preferences awarded on a single bid exceed $50,000, and in no event shall the combined cost of the small business or non-small business subcontractor preference and preferences awarded pursuant to any other provision of law exceed $100,000. The five percent (5%) calculation preference is used for computation purposes only and does not alter or affect the actual bid price or the amount of the executed Contract. When a certified small business is the lowest responsive, responsible Bidder, then there is no need to compute the small business preference as the small business is the low Bidder.

## Commercially Useful Function (Government code 14837)

A certified small business, micro-business Contractor, subcontractor or supplier, must meet commercially useful function requirements under Government Code Section 14837(d) (4). Selected firms must perform a "commercially useful function" relevant to this Contract.

The term "small business Contractor, subcontractor supplier" means any person or entity that satisfies the ownership (or management) and control requirements in accordance with Government Code Section 14847 (d) (4) and provides services or goods that contribute to the fulfillment of the Contract requirements by performing a commercially useful function. A person or an entity is deemed to perform a "commercially useful function' if that person or entity does all of the following:

- Is responsible for the execution of a distinct element of the work of the Contract;
- Carries out the obligation by actually performing, managing, or supervising the work involved;
- Performs work that is normal for its business services and functions; and
- Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.

A Contractor, subcontractor, or supplier will not be considered to perform a commercially useful function if the Contractor's, subcontractors, or supplier's role is limited to that of an extra participant in order to obtain the appearance of disabled veteran business participation.

## Bidder CUF Requirements

MHSOAC has determined to the best of its ability that your firm meets the criteria above for "commercially useful function." In responding to this solicitation, you are confirming that, under California Code of Regulations 1896.1, your business provides goods and or services that meet the definition of "commercially useful function." All Bidders are required to provide CUF documentation using the attached State's Bidder Declaration Form GSPD-05-105 (see **ATTACHMENT 12**). When completing the declaration, Bidders must identify all subcontractors proposed for participation in the Contract. Any Bidder awarded a Contract is contractually obligated to use the subcontractor for the corresponding work defined unless the State agrees to a substitution.

### Pending Small Business Certification

If your firm is seeking small business certification in order to be considered for small business preference related to this solicitation, you must have: 1) notified the Department of General Services, Office of Small Business and DVBE Services (OSDS) that you are responding to a solicitation and are seeking an Expedite Review of your small business certification application in relation to the solicitation; 2) provided DGS OSDS with the bid key action dates page from the bid itself, and 3) must have submitted a complete application with all required forms and documentation to OSDS for review and approval by close of business of the Bid submittal due date.

Notify the Commission if, at the time of bid submission, your firm has a pending small business application with the Department of General Services, OSDS. The Department will verify your certification is pending or has been approved.

### Small Business Nonprofit Veteran Service Agencies (SB/NVSA)

SB/NVSA prime Bidders meeting requirements specified in the Military and Veterans Code Section 999.50 et seq. and obtaining a California certification as a small business are eligible for the 5% small business preference.

## C. AWARD PROCEDURES

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

Prior to awarding the contract, a Notice of Intent to Award will be posted in the lobby of the MHSOAC office building located at 1325 J Street, 1st Floor, Sacramento, CA 95814 and on MHSOAC's website (www.mhsoac.ca.gov) on **July 28, 2016** for a period of no less than five (5) working days.

# IX. ADMINISTRATION

## A. RFP DEFINED

The competitive method used for the procurement of services is a Request for Proposal (RFP). A Proposal submitted in response to this RFP will be scored and ranked based on the Scoring Criteria. Every Proposal must establish in writing the Proposer's ability to perform the RFP tasks.

## B. COST OF DEVELOPING PROPOSAL

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

## C. PRINTING SERVICES

Per Management Memo State of Administrative Manual 07-06, State Agencies must procure printing services through the Department of General Services, Office of State Publishing (OSP). Proposers shall not include printing services in their Proposals.

## D. CONFIDENTIAL INFORMATION

The Commission will not accept or retain any Proposals that are marked confidential in their entirety.

## E. 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 has had) business activities or other operations outside of the United States to certify that it is not a "scrutinized" company when it submits a bid or Proposal to a State agency. (See option #1 on **ATTACHMENT 14**).

A scrutinized company may still, however, submit a bid or Proposal for a contract with a State agency for goods or services if the company first obtains permission from the Department of General Services according to the criteria set forth in Public Contract Code section 10477(b). (See option #2 on **ATTACHMENT 14**).

## F. RFP CANCELLATION AND AMENDMENTS

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

- Cancel this RFP;
- Amend this RFP as needed; or
- Reject any or all Proposals received in response to this RFP.

If the RFP is amended, the MHSOAC will send an addendum to all parties who requested the RFP and will post it on the MHSOAC's website at www.mhsoac.ca.gov.

## G. ERRORS

If a Proposer discovers any ambiguity, conflict, omission, or other error in the RFP, the Proposer shall immediately notify the Commission of such error in writing and request modification or clarification of the document. Modifications or clarifications will be given by written notice to all parties who requested the RFP, without divulging the source of the request for clarification. If a Proposer fails to report a known or suspected problem with this RFP or fails to seek clarification and/or correction of the RFP, the Proposer submits a Proposal at his/her own risk.

## H. MODIFYING OR WITHDRAWAL OF PROPOSAL

A Proposer may, by letter to the Contact Unit at the MHSOAC, withdraw or modify a submitted Proposal before the deadline to submit Proposals. Proposals cannot be changed after the deadline to submit.

## I. IMMATERIAL DEFECT

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

## J. DISPOSITION OF PROPOSALS

Upon Proposal opening, all documents submitted in response to this RFP will become the property of the State of California, and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public.

## K. PROPOSER'S ADMONISHMENT

The RFP contains the instructions governing the requirements for a firm quotation to be submitted by interested Proposers, the format in which the technical information is to be submitted, the material to be included, the requirements which must be met to be eligible for consideration, and Proposer responsibilities. Proposers must take the responsibility to carefully read the entire RFP, ask appropriate questions in a timely manner, submit all required responses in a complete manner by the required date and time, make sure that all procedures and requirements of the RFP are followed and appropriately addressed, and carefully reread the entire RFP before submitting Proposal.

## L. REJECTION OF PROPOSAL

Deviation, whether or not intentional, may cause a Proposal to be non-compliant and not considered for award. The MHSOAC may reject any or all Proposals and may waive any immaterial deviation or defect

in a Proposal. The MHSOAC's waiver of any immaterial deviation or defect shall in no way modify the RFP documents or excuse the Proposer from full compliance with the RFP specifications if awarded a contract. Final Proposals not received by the date and time specified in the Key Activities and Dates or not sealed will be rejected.

## M. PROTEST PROCEDURES

This RFP is solicited in accordance with the Welfare and Institutions Code Section 5897(e) which exempts the MHSOAC from the Public Contract Code and the State Administrative Manual and the Department of General Services approval. Therefore, the protest provisions for this RFP shall be as stated below:

| Bidder's Conference | Notice of Intent to Award | Intent to Protest Letter |
|---|---|---|
| May 20, 2016 | July 28, 2016 | August 4, 2016 |

An intent to Protest letter from a Proposer must be received at the following address not later than five (5) working days (excluding the first day and including the last day) 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 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
FAX #

INTENT TO PROTEST
16MHSOAC007
Diverse Racial and Ethnic Communities Stakeholder Contract
Richard Thut, Contracts Unit
Mental Health Services Oversight and
Accountability Commission
1325 J Street, Suite 1700
Sacramento, California 95814

Within ten (10) working days from the date the MHSOAC receives the Intent to Protest Letter, the protesting Proposer must file with the MHSOAC 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 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 MHSOAC correctly applied the prescribed evaluation rating standards in the RFP or if the MHSOAC 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.

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

The Executive Director of the MHSOAC will render a decision of the Letter of Protest and the decision will be considered final.

## N. AGREEMENT EXECUTION AND PERFORMANCE

Performance shall start on the date set by MHSOAC and the Contractor after all approvals have been obtained and the agreement is fully executed. Should the Contractor fail to commence work at the agreed upon time, upon five (5) days written notice to the Contractor, the MHSOAC reserves the right to terminate the agreement. All performance under agreement shall be completed on or before the termination date of the agreement. The current term of the agreement is 36 months. A Sample Standard Agreement, **ATTACHMENT 16**, is attached for review. The Proposer who is awarded a contract will be required to sign a Standard Agreement and related documents.

## O. ATTACHMENTS

Attachments 1 through 13 are required to be included with the Proposal.

**Attachment 1:** Required Attachment Checklist
**Attachment 2:** Proposal/Proposer Certification Sheet
**Attachment 3:** Proposal Cover Letter
**Attachment 4:** Secretary of State Registration
**Attachment 5:** Minimum Qualifications
**Attachment 6:** Desired Qualifications
**Attachment 7:** Organization Description
**Attachment 8:** Workplan Template
**Attachment 9:** Letters of Support
**Attachment 10:** References
**Attachment 11:** Cost Proposal Sheet
**Attachment 12:** Bidder Declaration (GSPD-05-105)

**Attachment 13:** Contractor Certification Clauses (CCC-307)
**Attachment 14:** Darfur Contracting Act Certification (if applicable)

The following are not required submittals for the Proposal, but are reference materials useful to the Proposer.

**Attachment 15:** Proposal Scoring Criteria
**Attachment 16:** Sample of Standard Agreement Contract (STD 213) with Exhibits A through E
**Attachment 17:** Sample Payee Data Record (Std. 204)
**Attachment 18:** California Disabled Veteran Business Enterprise (DVBE) Bid Incentive Instructions

## ATTACHMENT 1: Required Attachments 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 MHSOAC.

| | Form | Form Name/Description |
|---|---|---|
| ☐ | Attachment 1 | Required Attachments Checklist |
| ☐ | Attachment 2 | Proposal/Proposer Certification Sheet |
| ☐ | Attachment 3 | Proposal Cover Letter |
| ☐ | Attachment 4 | Secretary of State Registration |
| ☐ | Attachment 5 | Minimum Qualifications |
| ☐ | Attachment 6 | Desired Qualifications |
| ☐ | Attachment 7 | Organization Description |
| ☐ | Attachment 8 | Workplan Template |
| ☐ | Attachment 9 | Letters of Support |
| ☐ | Attachment 10 | References |
| ☐ | Attachment 11 | Cost Proposal Sheet |
| ☐ | Attachment 12 | Bidder Declaration (GSPD-05-105) |
| ☐ | Attachment 13 | Contractor Certification Clauses (CCC-307) |
| ☐ | Attachment 14 | Darfur Contracting Act Certification (if applicable) |

## ATTACHMENT 2: Proposal/Proposer Certification Sheet

This Proposal/Proposer Certification Sheet must be signed and returned along with all the "required attachments" as an entire package in duplicate with **original signatures** by a representative authorized to bind the organization. **Facsimiles and signature stamps will be deemed non-compliant.** The Proposal must be transmitted in a sealed envelope in accordance with RFP instructions.

Place all required attachments with this certification sheet.

The signature affixed hereon and dated certifies compliance with all the requirements of this Proposal document. **An Unsigned Proposal Certification May Be Cause for Rejection.**

| **Company Name** | **Telephone Number** |
|---|---|
| | |
| **Address** | **Fax Number** |
| | |
| **Contact Name** | **Title** |
| | |
| **Authorized Signature** | **Date** |
| | |

## ATTACHMENT 3: Proposal Cover Letter

| **Title: Diverse Racial and Ethnic Communities Stakeholder Contract** |
|---|

The undersigned Proposer hereby proposes to provide the service as specified in Request for Proposal Number 16MHSOAC007.

| **Proposer Name:** |
|---|
| |

Pursuant to the attached provisions of this program, our all-inclusive amount is entered below.

| **Total Amount of Proposal:** |
|---|
| |

## ATTACHMENT 4: Secretary of the State Registration

Proposer must provide evidence of registration with the Secretary of the State to do business in California. If the Proposer is a sole proprietorship, partnership, or corporation, the Proposer shall submit a copy of its current active status with the SOS Business Certification program.

## ATTACHMENT 5: Minimum Qualifications

I, _____, certify that _____ fulfills the following minimum qualifications and have attached documentation to verify each qualification:

| Qualification | Yes/No | Documentation Provided: |
|---|---|---|
| 1. Be an established statewide organization with experience providing program and services related to achieving mental health equity for Diverse Racial and Ethnic Communities and other vulnerable populations; | ☐ Yes<br>☐ No | |
| 2. Demonstrate evidence of capacity to provide statewide, county-level, and state-level participation; | ☐ Yes<br>☐ No | |
| 3. Be a non-profit organization; | ☐ Yes<br>☐ No | |
| 4. Have evidence of capacity to engage Diverse Racial and Ethnic Communities including those that are reflective of California's diverse population. | ☐ Yes<br>☐ No | |

Signed: _____ Date: _____

## ATTACHMENT 6: Desired Qualifications

The Proposer shall provide a narrative to describe its qualifications to provide services under this contract. This narrative should clearly explain how the Proposer meets Desired Qualifications 1 – 4. If a team is proposed, indicate which individual on the team has the requisite experience. A maximum of 10 pages may be submitted for the Desired Qualifications Narrative. The narrative shall be divided into following sections to describe the Proposer's experience:

1. Have comparable experience in advocacy, outreach, education, and training activities related to the mental health needs of Diverse Racial and Ethnic Communities;
2. Experience that demonstrates capability to manage a project of similar duration and funding;
3. Have experience in designing culturally competent approaches to engagement, outreach, training, and technical assistance targeting Diverse Racial and Ethnic Communities; and
4. Have experience incorporating concepts of client and family resilience and recovery into programs, projects, training, and technical assistance.

For Desired Qualification 5, no narrative is required. Please complete the following self-certification:

I, _____, certify that _____ fulfills the following desired qualification:

5. Be able to demonstrate the soundness of the organization's fiscal processes involved in budgeting, subcontracting, and payroll management.

Signed: _____ Date: _____

## ATTACHMENT 7: Organization Description

The Proposer shall provide a narrative overview of its organization's history, how it has served California's Diverse Racial and Ethnic Communities, and a brief description of the staff who will be assigned to this contract in no more than 10 pages. Additionally, the Proposer will provide resumes for all identified staff as well as an organizational chart that clearly identifies roles and responsibilities of all staff who will be assigned to this contract. The staff resumes and organization chart do not count towards the ten page limit.

## ATTACHMENT 8: Workplan Template

In providing a Workplan, the Proposer shall detail each Task/Activity, including sub-tasks and sub-deliverables, to be provided under each deliverable as shown in the table below. Tasks/Activities shall be numbered in the first column and described in the second. Estimated staff hours for each Task/Activity will be provided for all staff members. Weeks may be shaded in to indicate how much time is estimated for each Task/Activity. The workplan template headings may be modified by Proposers to more accurately reflect the staff and proposed timeline necessary for the completion of each deliverable.

Table 8.0
Workplan Template

| Task/Activity # | Task/Activity | Staff Hours per Task/Activity | | | | | Week 1 | Week 2 | Week 3 |
|---|---|---|---|---|---|---|---|---|---|
| | | Project Manager | Associate | Analyst | Administration | Total | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |

## ATTACHMENT 9: Letters of Support

Please provide three Letters of Support from individual members of the target population and/or from non-profit organizations that serve the target population. The letters submitted must provide insight into the Proposer's experience and commitment to working with the target population in California. Each letter should specifically detail the author's experience with the Proposer, the impact the Proposer's work had, and specific examples of the Proposer's approach to working effectively with the target population.

MHSOAC reserves the right to contact the letter authors for validation purposes. MHSOAC will not assign points for letters that cannot be validated. Proposers who submit more than three letters of support will not glean additional points. Only the first three letters included in the response will be reviewed.

Please type or print a list of the three authors of the letters of support submitted.

| **Letter 1: Individual / Organization (circle one)** | | | |
|---|---|---|---|
| Name (of Individual or Organization) | | | |
| Street address | City | State | Zip |
| Contact Person (if different from 'Name') | Phone | | |
| Relationship | | | |

| **Letter 2: Individual / Organization (circle one)** | | | |
|---|---|---|---|
| Name (of Individual or Organization) | | | |
| Street address | City | State | Zip |
| Contact Person (if different from 'Name') | Phone | | |
| Relationship | | | |

| **Letter 3: Individual / Organization (circle one)** | | | |
|---|---|---|---|
| Name (of Individual or Organization) | | | |
| Street address | City | State | Zip |
| Contact Person (if different from 'Name') | Phone | | |
| Relationship | | | |

**If three letters cannot be provided, please explain why:**

## ATTACHMENT 10: References

Please provide three references of organizations for which the Proposer has performed services outlined in this Solicitation within the past five years. MHSOAC will contact the provided references. MHSOAC will make a reasonable attempt to contact the references, but it is the sole responsibility of the Proposer to ensure that the provided reference is available to respond in a timely manner.

Please type or print a list of the three references for which you have performed services. A negative reference check may result in rejection at the sole discretion of the MHSOAC. References also must be provided for any subcontractors that will be used under this contract.

| **REFERENCE 1** | | | |
|---|---|---|---|
| Name of Firm | | | |
| Street address | City | State | Zip |
| Contact Person | Phone | | |
| Dates of service | Value or cost of service | | |
| Brief description of service provided | | | |

| **REFERENCE 2** | | | |
|---|---|---|---|
| Name of Firm | | | |
| Street address | City | State | Zip |
| Contact Person | Phone | | |
| Dates of service | Value or cost of service | | |
| Brief description of service provided | | | |

| REFERENCE 3 | | | |
|---|---|---|---|
| Name of Firm | | | |
| Street address | City | State | Zip |
| Contact Person | Phone | | |
| Dates of service | Value or cost of service | | |
| Brief description of service provided | | | |

**If three references cannot be provided, please explain why:**

## ATTACHMENT 11: Cost Proposal Sheet

Please fill out the Cost Proposal Sheet below with the total dollar amounts for each line item. Sub-deliverables are provided for example only. Please provide whatever payable sub-deliverables are deemed necessary for the completion of all Contractor Responsibilities and Proposer-Defined Deliverables.

*Additional columns were added to the table to provide Proposers the ability to specify yearly budgets. Deliverable 5 was re-named to correctly correspond with Deliverable 5 as listed in Section IV, Scope of Work. ]*

| **CONTRACTOR RESPONSIBILITIES:** | [Year 1] | [Year 2] | [Year 3] | Amounts |
|---|---|---|---|---|
| a) Kickoff Meeting | | | | $ |
| b) Reporting | | | | $ |
| c) Collaboration | | | | $ |
| d) Other Interactions with MHSOAC | | | | $ |
| **PROPOSER-DEFINED DELIVERABLES:** | | | | Amounts |
| 1. Annual State of the Community Report | | | | $ |
| (Sample sub-deliverable 1)… | | | | $ |
| (Sample sub-deliverable 2)… | | | | $ |
| 2. Training and Education | | | | $ |
| 3. Outreach, Engagement, and Communication | | | | $ |
| 4. Advocacy | | | | $ |
| ~~5. Data Collection~~ Progress Reports | | | | $ |
| 6. Unanticipated Tasks | | | | $ (5% of total contract) |
| **TOTAL AMOUNT FOR RESPONSIBILITIES AND DELIVERABLES:** | | | | **$** |

## ATTACHMENT 12: Bidder Declaration (GSPD-05-105)

The Bidder Declaration form (GSPD-05-105) is a required submittal. It is available at the following website: http://www.documents.dgs.ca.gov/pd/delegations/GSPD105.pdf

## ATTACHMENT 13: 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, 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 be aware 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 the State laws, the Contractor shall not 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.ols.dgs.ca.gov/Standard+Language/default.htm

## ATTACHMENT 14: 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 15: Proposal Scoring Criteria

**Name of Proposer**_____

**Name of Scorer/ Rater**_____

**Stage 1: Administrative Submission Review (Pass/Fail)**

Proposers that are scored as a "Pass" will continue to Stage 2. Proposers that are scored as a "Fail" will be deemed non-compliant and will not be eligible to receive an award.

| Criteria: | No | Yes |
|---|---|---|
| 1. All required documents are present and in conformance with the general submission requirements of this RFP. Required documents include Proposer Qualifications, Scope of Work, Workplan, and Attachments 1-14. | Fail | Pass |
| **RESULT:** | | |

**Stage 2: Technical Review (290 points)**

Proposers must score a combined minimum point value of 200 points in order to proceed to Stage 3. Points are combined from the Proposer's Qualifications (includes **ATTACHMENTS 4-7**), Response to Scope of Work (includes Contractor Responsibilities and Proposer-Defined Deliverables), Workplan, and the Letters of Support. If a Proposal does not meet the minimum point value of 200 points it will be deemed non-compliant and will not be eligible to receive an award. If a Proposal receives a "Fail" on any of the Pass/Fail criterion (see **ATTACHMENTS 4-5**), it will be deemed non-compliant and will not be eligible to receive an award.

Below is a summary scoring sheet by section followed by scoring sheets for each item within all sections.

| **Section** | **Point Value of Component** | **Minimum Point Value** (must be achieved to pass Stage Three) | **Point Value Earned** |
|---|---|---|---|
| Proposer Qualifications | 60 | | |
| Response to Scope of Work | 140 | | |
| Workplan | 60 | | |
| Letters of Support | 30 | | |
| **Total Stage Two** | **290** | **200** | |

| Proposer Qualifications (60 points) | | | | | |
|---|---|---|---|---|---|
| **Secretary of State Registration** | Fail | | | Pass | |
| Proposer must provide evidence of registration with the Secretary of the State to do business in California. | No evidence or improper evidence of proper registration | | | Evidence of proper registration | |
| **Minimum Qualifications** | Fail | | | Pass | |
| The Proposer fulfills the minimum qualifications and has attached documentation to verify each qualification. | No | | | Yes | |
| **Desired Qualifications** | Fail | Poor | Fair | Good | Outstanding |
| Have comparable experience in advocacy, outreach, education, and training activities related to the mental health needs of Diverse Racial and Ethnic Communities. | 0-3 | 4-7 | 8-10 | 11-13 | 14-15 |
| Have experience that demonstrates capability to manage a project of similar duration and funding. | 0-2 | 3-4 | 5-6 | 7-8 | 9-10 |
| Have experience in designing culturally competent approaches to engagement, outreach, training, and technical assistance targeting Diverse Racial and Ethnic Communities. | 0-2 | 3-4 | 5-6 | 7-8 | 9-10 |
| Have experience with incorporating concepts of client and family resilience and recovery into programs, projects, training, and technical assistance. | 0-2 | 3-4 | 5-6 | 7-8 | 9-10 |
| **Desired Qualifications: Self-Certification** | Not Certified | | | Certified | |
| Be able to demonstrate the soundness of the organization's fiscal processes involved in budgeting, subcontracting, and payroll management. | 0 | | | 5 | |

| **Organization Description** | Fail | Poor | Fair | Good | Outstanding |
|---|---|---|---|---|---|
| Overall ability for proposed Organization and Personnel to carry out all aspects of this contract in a high quality, rigorous manner. | 0-2 | 3-4 | 5-6 | 7-8 | 9-10 |
| **Maximum Points Possible: 60**<br><br>**Note: If the Proposal is scored a Fail on any component it is non-compliant and receives no score.** | **TOTAL SCORE:** | | | | |

| Response to Scope of Work (140 points) | | | | | |
|---|---|---|---|---|---|
| **Contractor Responsibilities** | Fail | Poor | Fair | Good | Outstanding |
| Tasks are appropriately staffed at proper levels of authority and proper number of personnel. | 0-4 | 5-9 | 10-13 | 14-17 | 18-20 |
| **Proposer-Defined Deliverables** | | | | | |
| **Deliverable 1: Annual State of the Community Report** | Fail | Poor | Fair | Good | Outstanding |
| The proposed deliverable, as described, clearly identifies the target population, details strategies to include that population in its development and includes basic metrics. | 0-2 | 3-4 | 5-6 | 7-8 | 9-10 |
| The approach to the deliverable aligns with the described deliverable and is realistic, robust, and reasonable. Risks are factored and appropriately mitigated. | 0-2 | 3-4 | 5-6 | 7-8 | 9-10 |
| **Deliverable 2: Training and Education** | Fail | Poor | Fair | Good | Outstanding |
| The proposed deliverable, as described, would respond to the audiences and goals outlined in the deliverable, and describes why the proposal would be effective, and would support the needs of the target population. | 0-2 | 3-4 | 5-6 | 7-8 | 9-10 |
| Approach to deliverable aligns with the described deliverable and is realistic, robust, and reasonable. Risks are factored and appropriately mitigated. | 0-2 | 3-4 | 5-6 | 7-8 | 9-10 |
| **Deliverable 3: Outreach, Engagement and Communication** | Fail | Poor | Fair | Good | Outstanding |

| | | | | | |
|---|---|---|---|---|---|
| The proposed deliverable, as described, includes detailed strategies to address outreach, engagement and communication needs with counties and other local level stakeholders and describes why the proposal would be effective. | 0-2 | 3-4 | 5-6 | 7-8 | 9-10 |
| The proposed deliverable, as described, includes detailed strategies to address outreach, engagement and communication needs at the state-level, including the Legislature, state agencies, other statewide entities, and the MHSOAC, and describes why the proposal would be effective. | 0-2 | 3-4 | 5-6 | 7-8 | 9-10 |
| Approach to deliverable aligns with described deliverable and is realistic, robust and reasonable. Risks are factored and appropriately mitigated. | 0-2 | 3-4 | 5-6 | 7-8 | 9-10 |
| **Deliverable 4: Advocacy** | Fail | Poor | Fair | Good | Outstanding |
| The proposed deliverable, as described, includes detailed strategies to address advocacy needs at the county and community level and describes why the proposal would be effective. | 0-2 | 3-4 | 5-6 | 7-8 | 9-10 |
| The proposed deliverable, as described, includes detailed strategies to address advocacy needs at the state level, including the Legislature, the Executive Branch, the MHSOAC and other state-level entities and describes why the proposal would be effective. | 0-2 | 3-4 | 5-6 | 7-8 | 9-10 |

| | | | | | |
|---|---|---|---|---|---|
| Approach to deliverable aligns with described deliverable and is realistic, robust and reasonable. Risks are factored and appropriately mitigated. | 0-2 | 3-4 | 5-6 | 7-8 | 9-10 |
| **Deliverable 5: Progress Reports** | Fail | Poor | Fair | Good | Outstanding |
| The proposed deliverable is consistent with the RFP. | 0-2 | 3-4 | 5-6 | 7-8 | 9-10 |
| Approach to deliverable aligns with described deliverable and is realistic, robust and reasonable. Risks are factored and appropriately mitigated. | 0-2 | 3-4 | 5-6 | 7-8 | 9-10 |
| **Deliverable 6: Unanticipated Tasks** | Not Scored | | | | |
| **Maximum Points Possible: 140** | **TOTAL SCORE:** | | | | |

| Workplan (60 points) | | | | | |
|---|---|---|---|---|---|
| **Contractor Responsibilities** | Fail | Poor | Fair | Good | Outstanding |
| Workplan provides a step-by-step account of how the Proposer plans to complete all work outlined in the Contract. | 0-4 | 5-9 | 10-13 | 14-17 | 18-20 |
| Workplan is well-organized, detailed, and comprehensive, describing the tasks that will lead to the completion of all work in the Contract, including timelines and due dates. | 0-4 | 5-9 | 10-13 | 14-17 | 18-20 |
| Workplan identifies the team member(s) responsible for each activity and any associated needs from or impacts on MHSOAC staff and/or other Contractor(s). Tasks are appropriately staffed at proper levels of authority and proper number of personnel. | 0-4 | 5-9 | 10-13 | 14-17 | 18-20 |
| **Maximum Points Possible: 60** | **TOTAL SCORE:** | | | | |

| Letters of Support (30 points) | | | | | | |
|---|---|---|---|---|---|---|
| **Letter of Support 1:** | | Fail | Poor | Fair | Good | Outstanding |
| Letter demonstrates a significant impact from the Proposer's work. | | 0 | 1 | 2 | 3-4 | 5 |
| Letter demonstrates the Proposer working effectively with the target population in a relevant manner. | | 0 | 1 | 2 | 3-4 | 5 |
| **Letter of Support 2:** | | Fail | Poor | Fair | Good | Outstanding |
| Letter demonstrates a significant impact from the Proposer's work. | | 0 | 1 | 2 | 3-4 | 5 |
| Letter demonstrates the Proposer working effectively with the target population in a relevant manner. | | 0 | 1 | 2 | 3-4 | 5 |
| **Letter of Support 3:** | | Fail | Poor | Fair | Good | Outstanding |
| Letter demonstrates a significant impact from the Proposer's work. | | 0 | 1 | 2 | 3-4 | 5 |
| Letter demonstrates the Proposer working effectively with the target population in a relevant manner. | | 0 | 1 | 2 | 3-4 | 5 |
| **Maximum Points Possible: 30** | | **TOTAL SCORE:** | | | | |

**Stage 3: Reference Checks**

Proposers who have passed Stage 2 with the required minimum point value will move to Stage 3: Reference Checks. MHSOAC will make a reasonable attempt to the contact references provided. However, it is the sole responsibility of the Proposer to ensure that the provided references are available to respond in a timely manner.

Scoring will be based on the references' experience with the Proposer as well as the success of the Proposer's work on managing and implementing projects of similar scope and size. The following scoring criteria will be used:

| **References (30 points)** | | | | | | |
|---|---|---|---|---|---|---|
| **Reference 1:** | | Fail | Poor | Fair | Good | Outstanding |
| Reference can attest to Proposer's ability to successfully manage and implement projects of similar scope and size. | | 0-2 | 3-4 | 5-6 | 7-8 | 9-10 |
| **Reference 2:** | | | | | | |
| Reference can attest to Proposer's ability to successfully manage and implement projects of similar scope and size. | | 0-2 | 3-4 | 5-6 | 7-8 | 9-10 |
| **Reference 3:** | | | | | | |
| Reference can attest to Proposer's ability to successfully manage and implement projects of similar scope and size. | | 0-2 | 3-4 | 5-6 | 7-8 | 9-10 |
| **Maximum Points Possible: 30** | | **TOTAL SCORE:** | | | | |

**Stage 4: Evaluation of Cost Proposal**

A maximum of 135 points will be awarded for the Cost Proposal. The Proposal offering the lowest total cost earns the maximum of 135 points. The remaining Proposals earn Cost Proposal points through a cost conversion formula. The following formula is used for the award of cost points:

| **Proposer** | **Bid Amount** | Low Bid = Maximum points 135<br><br>Low Bid /Current Bid x 135 = cost points |
|---|---|---|
| | | |
| A | $22,900 | Low Bid = Maximum of 135 points |
| | | |
| B | $26,000 | $22,900 ÷ $26,000 x Max. pts. = 118.9 pts. |
| | | |
| C | $29,700 | $22,900 ÷ $29,700 x Max. pts. = 104.1 pts. |

**Stage 5: Combining Proposer's Scores**

The MHSOAC will combine the points of all qualifying Proposers from Stage 2 for the technical review, Stage 3 for reference checks, and Stage 4 for the Cost Proposal to find the total scores for each qualifying Proposer using the table below. For points awarded in Stage 2 and Stage 3, the scores from each Review Panel member will be added together and the average of the scores will be calculated for each stage.

| | Maximum Possible Points | Points Awarded |
|---|---|---|
| Stage 2: Technical Review | 290 | |
| Stage 3: Reference Checks | 30 | |
| Stage 4: Evaluation of Cost Proposal | 135 | |
| **TOTAL** | **455** | |

Once the total scores are found for all qualifying Proposers, MHSOAC will determine and confirm which entities, if any, are eligible to receive a bidding preference and will apply the preference as described in the RFP (see section VIII.B. Preference Programs).

## ATTACHMENT 16: Sample Standard Agreement (STD 213) with Standard Exhibits C through D

STATE OF CALIFORNIA

**STANDARD AGREEMENT**

STD 213 (Rev 06/03)

| AGREEMENT NUMBER |
|---|
| **13MHSOAC008** |
| REGISTRATION NUMBER |

1. This Agreement is entered into between the State Agency and the Contractor named below:

   STATE AGENCY'S NAME

   Mental Health Services Oversight and Accountability Commission

   CONTRACTOR'S NAME

2. The term of this Agreement is: throug

3. The maximum amount of this Agreement is: $

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

   Exhibit A – Scope of Work

   Exhibit B – Budget Detail and Payment Provisions

   Exhibit C* – General Terms and Conditions

   Check mark one item below as Exhibit D:

   ☒ Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)

   ☐ Exhibit - D* Special Terms and Conditions

   Exhibit E – Additional Provisions

*Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.*

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

| **CONTRACTOR** | | ***California Department of General Services Use Only*** |
|---|---|---|
| CONTRACTOR'S NAME *(if other than an individual, state whether a corporation, partnership, etc.)* | | |
| BY *(Authorized Signature)* | DATE SIGNED*(Do not type)* | |
| PRINTED NAME AND TITLE OF PERSON SIGNING | | |
| ADDRESS | | |
| **STATE OF CALIFORNIA** | | |
| AGENCY NAME<br>Mental Health Services Oversight and Accountability Commission | | |
| BY *(Authorized Signature)* | DATE SIGNED*(Do not type)* | |
| PRINTED NAME AND TITLE OF PERSON SIGNING<br>Toby Ewing, Executive Director | | ☒ Exempt per: W&I 5897(e) |
| ADDRESS | | |

## EXHIBIT C – GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. 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.

6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE: The State 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 State may proceed with

the work in any manner deemed proper by the State. All costs to the State 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.

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 State.

9. 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 State 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).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40*),* marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. 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.

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

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. 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.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. 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 Codes 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 State 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 State 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 from 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.

16. 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.

17. 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.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this

Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of 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.)

20. LOSS LEADER:

If this contract 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).)

## EXHIBIT D – SPECIAL TERMS AND CONDITIONS

1. **SUBCONTRACTS**
   Except for subcontracts identified in the Proposal in accordance with the Request for Proposal, Contractor shall submit any subcontracts which are proposed to be entered into in connection with this Contract to the State Agency (State) for its prior written approval before entering into the same. No work shall be subcontracted without the prior written approval of the State. Upon the termination of any subcontract, State shall be notified immediately. Any subcontract shall include all the terms and conditions of this Contract and its attachments.

2. **PUBLICATIONS AND REPORTS**
   A. The State reserves the right to use and reproduce all publications, reports, and data produced and delivered pursuant to this Contract. State further reserves the right to authorize others to use or reproduce such materials, provided the author of the report is acknowledged in any such use or reproduction.
   B. 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).

3. **PROGRESS REPORTS**
   Unless otherwise specified in Exhibit A, if progress reports are required by the Contract, Contractor shall provide a progress report in writing, or orally if approved by the State Contract Manager, at least once a month to the State Contract Manager. This progress report shall include, but not limited to, a statement that the Contractor is or is not on schedule, any pertinent reports, or interim findings. Contractor shall cooperate with and shall be available to meet with the State to discuss any difficulties, or special problems, so that solutions or remedies can be developed as soon as possible.

4. **PRESENTATION**
   Upon request, Contractor shall meet with the State to present any findings, conclusions, and recommendations required by the Contract for approval. If set forth in the Contract, Contractor shall submit a comprehensive final report for approval. Both the final meeting and the final report shall be completed on or before the date indicated in the Contract.

5. **MENTAL HEALTH SERVICES OVERSIGHT AND ACCOUNTABILITY COMMISSION STAFF**
   Mental Health Services Oversight and Accountability Commission staff shall be permitted to work side by side with Contractor's staff to the extent and under conditions as directed

by the State Contract Manager. In this connection, Mental Health Services Oversight and Accountability Commission staff shall be given access to all data, working papers, etc., which Contractor seeks to utilize.

**6. CONFIDENTIALITY OF DATA AND DOCUMENTS**

A. Contractor shall not disclose data or documents or disseminate the contents of the final or any preliminary report without written permission of the State Contract Manager. However, all public entities shall comply with California Public Records Act (Government Code Sections 6250 et seq.) and the Freedom of Information Act (Title 5 of the United States Code Section 552), as applicable.

B. 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.

C. 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 Mental Health Services Oversight and Accountability Commission staff, Contractor's own personnel involved in the performance of this Contract, or as required by law.

D. If requested by State, Contractor shall require each of its employees or officers who will be involved in the performance of this Contract to agree to the above terms in a form to be approved by State and shall supply State with evidence thereof.

E. Each subcontract shall contain the foregoing provisions related to the confidentiality of data and nondisclosure.

F. After any data or documents submitted has become a part of the public records of the State, Contractor may at its own expense and upon written approval by the State Contract Manager, publish or utilize the same data or documents but shall include the following Notice:

LEGAL NOTICE

This report was prepared as an account of work sponsored by the Mental Health Services Oversight and Accountability Commission (MHSOAC), but does not necessarily represent the views of the MHSOAC or any of its employees except to the extent, if any, that it has formally been approved by the MHSOAC. For information regarding any such action, communicate directly with the MHSOAC at 1325 J Street, Suite 1700, Sacramento, CA 95814. Neither the MHSOAC nor the State of California, nor any officer or employee thereof, or any of its contractors or subcontractors makes any warranty, express or implied, or assumes any legal liability whatsoever for the contents of this document. Nor does any party represent that use of the data contained herein, would not infringe upon privately

owned rights without obtaining permission or authorization from any party who has any rights in connection with the data.

**7. PROVISIONS RELATING TO DATA**

A. "Data" as used in this Contract means recorded information, regardless of form or characteristics, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work; or be usable or be used to define a design or process; or support a premise or conclusion asserted in any deliverable document called for by this Contract. The data may be graphic or pictorial delineations in media, such as drawings or photographs, charts, tables, mathematical modes, collections or extrapolations of data or information, etc. It may be in machine form, as punched cards, magnetic tape, computer printouts, or may be retained in computer memory.

B. "Generated data" is that data, which a Contractor has collected, collated, recorded, deduced, read out or postulated for utilization in the performance of this Contract. Any electronic data processing program, model or software system developed or substantially modified by the Contractor in the performance of this Contract at State expense, together with complete documentation thereof, shall be treated in the same manner as generated data.

C. "Deliverable data" is that data which under terms of this Contract is required to be delivered to the State. Such data shall be property of the State.

D. Prior to the expiration of any legally required retention period and before destroying any data, Contractor shall notify the State of any such contemplated action; and State may within 30 days of said notification determine whether or not this data shall be further preserved. The State shall pay the expense of further preserving this data. State shall have unrestricted reasonable access to the data that is preserved in accordance with this Contract.

E. Contractor shall use best efforts to furnish competent witnesses to identify such competent witnesses to testify in any court of law regarding data used in or generated under the performance of this Contract.

**8. APPROVAL OF PRODUCT**

Unless otherwise specified in Exhibit A, each product to be approved under this Contract shall be approved by the Contract Manager. The State's determination as to satisfactory work shall be final absent fraud or mistake.

**9. SUBSTITUTIONS**

Contractor's key personnel as indicated in its Proposal may not be substituted without Contract Manager's prior written approval.

**10. NOTICE**

Notice to either party shall be given by first class mail properly addressed, postage fully prepaid, to the address beneath the name of each respective party. Such notice shall be effective when received as indicated by post office records or if deemed undeliverable by post office, such notice shall be effective nevertheless 15 days after mailing. Alternatively, notice may be given by personal delivery by any means whatsoever to the party, and such notice shall be deemed effective when delivered.

**11. WAIVER**

No waiver of any breach of this Contract shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Contract shall be taken and construed as cumulative; that is, in addition to every other remedy provided therein or by law. The failure of State to enforce at any time the provisions of this Contract, or to require at any time performance by the Contractor of any of the provisions, shall in no way be construed to be a waiver of such provisions not to affect the validity of this Contract or the right of State to enforce said provisions.

**12. GRATUITIES AND CONTINGENCY FEES**

The State, by written notice to the Contractor, may terminate the right of Contractor to proceed under this Contract if it is found, after notice and hearing by the State, that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the State with a view toward securing a contract or securing favorable treatment with respect to the awarding, amending, or performing of such contract.

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

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

The Contractor warrants by execution of this Contract that no person or selling agency has been employed or retained to solicit or secure this Contract 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 State shall have the right to annul this Contract 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.

**13. WORKERS' 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 of its employees who shall be engaged in the performance of this Contract and agrees to furnish to State satisfactory evidence thereof at any time the State may request the same.

**14. CONTRACT IS COMPLETE**

Other than as specified herein, no document or communication passing between the parties hereto shall be deemed a part of this Contract.

**15. CAPTIONS**

The clause headings appearing in this Contract have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they pertain.

**16. PUBLIC HEARINGS**

If public hearings on the subject matter dealt with in this Contract 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. State shall reimburse Contractor for travel of said personnel at the contract rates for such testimony as may be requested by State.

**17. DVBE**

Unless specifically waived by the Executive Director of the MHSOAC, the Contractor shall comply with the Disabled Veteran Business Enterprises participation goal in accordance with the provisions of Public Contract Code Section 10115 et seq.

**18. FORCE MAJEURE**

Neither the State nor the Contractor shall be deemed to be in default in the performance of the terms of this Contract if either party is prevented from performing the terms of this Contract 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. PERMITS AND LICENSES**

The Contractor shall procure and keep in full force and effect during the term of this Contract all permits, registrations and licenses necessary to accomplish the work specified in this Contract, and give all notices necessary and incident to the lawful prosecution of the work.

The Contractor shall keep informed of, observe, comply with, and cause all of 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 Contract. If any conflict arises between provisions of the plans and specifications and any such law above referred to, then the Contractor shall immediately notify the State in writing.

**20. LITIGATION**

The State, 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 Contract. The failure of the State to give such notice, information, authorization or assistance shall not relieve the Contractor of its indemnification obligations. The Contractor shall immediately notify the State of any claim or action against it which affects, or may affect, this Contract, 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 Contract and the interest of the State.

**21. DISPUTES**

Contractor shall first discuss and attempt to resolve any dispute arising under or relating to the performance of this Contract, which is not disposed of by the Contract, informally with the State Contract Manager. If the dispute cannot be disposed of at this level, then the dispute shall be decided by the MHSOAC's Executive Director. All issues pertaining to this dispute shall be submitted in written statements and addressed to the Executive Director, MHSOAC, 1300 17th Street, Suite 1000, Sacramento, California 95811. Such written notice must contain the Contract Number. The decision of the Executive Director of the MHSOAC shall be final and binding to all parties. Within ten days of receipt of the written grievance report from the Contractor, the Executive Director, or his/her designee, shall meet with the Contractor and Project Manager for the purposes of resolving the

dispute. The decision of the Executive Director shall be final. During the dispute process the Contractor shall proceed diligently with the performance of the Contract. Neither the pendency of a dispute, nor its consideration by the Executive Director, shall excuse the Contractor from full and timely performance of the services required in accordance with the terms of the contract.

Notwithstanding any other provisions of this Contract, after recourse to the procedure set forth in the paragraph above, any controversy or claim arising out of or relating to this Contract 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.

**22. EVALUATION OF CONTRACTOR'S PERFORMANCE**

The Contractor's performance under this Contract shall be evaluated by the State after completion of the contract. A copy of the written evaluation shall be maintained in the contract file and may be submitted to the Office of Legal Services, Department of General Services.

**23. CONFIDENTIALITY AND INFORMATION SECURITY PROVISIONS**

A. The Contractor shall comply with applicable laws and regulations, including but not limited to Sections 14100.2 and 5328 et seq. of the Welfare and Institutions Code, Section 431.300 et seq. of Title 42, Code of Federal Regulations, and the Health Insurance Portability and Accountability Act (HIPAA), and it's implementing regulations (including but not limited to Title 45, CFR, Parts 160, 162 and 164) regarding the confidentiality and security of individually identifiable health information (IIHI).
B. Nondisclosure. Contractor shall not use or disclose confidential, individually identifiable, or sensitive information other than as permitted or required by the Contract and as permitted or required by law.

**24. AUDITS, INSPECTION AND ENFORCEMENT**

A. From time to time, the State may inspect the facilities, systems, books and records of Contractor to monitor compliance with the Contract.
B. Contractor shall promptly remedy any violation of any provision of the Contract and shall certify the same to the MHSOAC in writing.
C. The fact that the State inspects, or fails to inspect, or has the right to inspect Contractor's facilities, systems, and procedures does not relieve Contractor of its responsibility to comply with the Contract.

D. The State's failure to detect or the State's detection of any unsatisfactory practices, but failure to notify Contractor or require Contractor's remediation of the unsatisfactory practices does not constitute acceptance of such practice or a waiver of the State's enforcement rights under the Contract.

**25. USE OF STATE FUNDS**

Contractor, including its officers and members, shall not use funds received from the MHSOAC pursuant to this contract to support or pay for costs or expenses related to the following:

A. 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,
B. 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 contract 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 Mental Health Services Act.

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 citizens, 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.

## ATTACHMENT 17: Sample Payee Data Record (STD 204)

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

## ATTACHMENT 18: California Disabled Veteran Business Enterprise (DVBE) Bid Incentive Instructions

The disabled veteran (DV) owner(s) and DV manager(s) of the Disabled Veteran Business Enterprise (DVBE) must complete the STD. 843 Disabled Veteran Business Enterprise Declaration when a DVBE contractor or subcontractor will provide materials, supplies, services or equipment [Military and Veterans Code Section 999.2]. The STD. i43, Disable Veteran Business Enterprise Declaration form is found at the following website: http://www.documents.dgs.ca.gov/pd/poliproc/STD-843FillPrintFields.pdf. The STD. 843 must be completed and submitted with Proposal.

The DVBE Incentive Program applies to this solicitation. It is separate from the DVBE Participation Program and was established in Military and Veterans Code (MVC) §999 et seq., and 2 California Code of Regulations (CCR) §1896.99 et seq. The incentive is used only for evaluation purposes to arrive at the successful bidder and does not alter the amounts of the actual bid. Any responsive and responsible bidder with the confirmed 100% DVBE participation is to receive the incentive. Bidders who are not responsive and not responsible are not eligible to receive the incentive.

MHSOAC will apply this incentive to bids proposing the utilization of DGS Certified DVBE firms identified on the STD. 843, DVBE Declaration form. The information provided shall be verified by MHSOAC prior to the award of the RFP. When applying the 5% DVBE Incentive, a Non-Small Business shall not displace an award to a DGS Certified Small Business.

1) MHSOAC will apply an incentive to bids proposing the utilization of DGS Certified DBVE firms identified on the Bidder Declaration, GSPD-05-105. Information provided on the Bidder Declaration, GSPD-05-105 shall be verified by MHSOAC prior to the award of the contract. The incentive amount is equal to a percentage of the lowest responsive and responsible Proposal based on the amount of DVBE participation in the Proposal being evaluated per the Tables below.

| Confirmed DVBE Participation of: | DVBE Incentive: |
|---|---|
| 5% or Over | 5% |
| 4% to 4.99% inclusive | 4% |
| 3% to 3.99% inclusive | 3% |
| 2% to 2.99% inclusive | 2% |
| 1% to 1.99% inclusive | 1% |

2) When applying the DVBE incentive, a NSB shall not displace an award to a DGS Certified Small Business. Refer to SCM Vol. 2, Section 3.5.5 for DVBE incentive percentage details.

**THE FOLLOWING MAY BE USED TO LOCATE DVBE SUPPLIERS:**

**Awarding Department**: Contact the department's contracting official named in this solicitation for any DVBE suppliers who may have identified themselves as potential subcontractors, and to obtain suggestions for search criteria to possibly identify DVBE suppliers for the solicitation. You may also contact the department's SB/DVBE Advocate for assistance.

**Other State and Federal Agencies, and Local Organizations:**

**STATE:** Access the list of all certified DVBEs by using the Department of General Services,

Procurement Division (DGS-PD), online certified firm database at www.eprocure.dgs.ca.gov

To begin your search, click on "SB/DVBE Search." Search by "Keywords" or "United Nations Standard Products and Services Codes (UNSPSC) that apply to the elements of work you want to subcontract to a DVBE. Check for subcontractor ads that may be placed on the California State Contracts Register (CSCR) for this solicitation prior to the closing date. You may access the CSCR at: www.eprocure.dgs.ca.gov. For questions regarding the online certified firm database and the CSCR, please call the OSDS at (916) 375-4940 or send an email to: OSDCHelp@dgs.ca.gov.

**FEDERAL:** Search the U.S. Small Business Administration's (SBA) Central Contractor Registration (CCR) on-line database at www.ccr.gov/ to identify potential DVBEs and click on the "Dynamic Small Business Search" button. Search options and information are provided on the CCR Dynamic Small Business Search site. First time users should click on the "help" button for detailed instructions. Remember to verify each firm's status as a California certified DVBE.

**LOCAL:** Contact local DVBE organization to identify DVBEs. For a list of local organizations, go to

www.pd.dgs.ca.gov/smbus and select**:** DVBE Local Contacts (New 02/09) (pdf).

**RESOURCES AND INFORMATION**

For questions regarding bid documentation requirements, **contact the contracting official at the awarding department for this solicitation.** For a directory of SB/DVBE Advocates for each department go to: http://www.pd.dgs.ca.gov/smbus/advocate.htm.

The Department of General Services, Procurement Division (DGS-PD) publishes a list of trade and focus publications to assist bidders in locating DVBEs for a fee. To obtain this list, please go to www.pd.dgs.ca.gov/smbus and select:

- DVBE Trade Paper Listing (New 02/09) (pdf)
- DVBE Focus Paper Listing (New 02/09) (pdf)

---

**U.S. Small Business Administration** (SBA):

Use the Central Contractor Registration (CCR) on-line database.

*Internet contact only* –Database: www.ccr.gov/.
California

certification)

**FOR:**

Service-Disabled Veteran-

owned businesses in
(Remember to verify each
DVBE's California

---

**Local Organizations:** Go to www.pd.dgs.ca.gov/smbus

and select: DVBE Local Contacts (New 02/09) (pdf)

**FOR:**

List of potential DVBE
subcontractors

---

DGS-PD **EProcurement**

Website: www.eprocure.dgs.ca.gov

Phone: (916)375-2000

Email: eprocure@dgs.ca.gov

Training

**FOR:**

SB/DVBE search

CSCR ad

Click on training tab to
access eProcurement

Modules including Small

Business SB/DVBE Search

---

| | |
|---|---|
| DGS-PD **Office of Small Business and DVBE Services (OSDS)** | **FOR:** |
| 707 Third Street, Room 1-400, West Sacramento, CA 95605 | Directory of CA DVBE |
| Website: www.pd.dgs.ca.gov/smbus | Certification applications |
| OSDS Receptionist, 8 am-5 pm: (916) 375-4940 | Certification status |
| PD Receptionist, 8 am-5 pm: (800) 559-5529 | General DVBE info |
| Fax: (916) 375-4950 | DVBE Utilization Plan |
| Email: osdchelp@dgs.ca.gov | SB/DVBE Advocates |

---

**Commercially Useful Function Definition**

California Code of Regulations, Title 2, § 1896.61(l):

The term "DVBE contractor, subcontractor or supplier" means any person or entity that satisfies the ownership (or management) and control requirements of §1896.61(f); is certified in accordance with §1896.70; and provides services or goods that contribute to the fulfillment of the contract requirements by performing a commercially useful function.

As defined in MVC §999, a person or an entity is deemed to perform a "commercially useful function" if a person or entity does **all** of the following:

- Is responsible for the execution of a distinct element of the work of the contract.
- Carries out the obligation by actually performing, managing, or supervising the work involved.
- Performs work that is normal for its business services and functions.
- Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.

A contractor, subcontractor, or supplier will not be considered to perform a commercially useful function if the contractor's, subcontractor's, or supplier's role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of disabled veteran business enterprise participation.