



Solano Coalition for Better Health

REQUEST FOR PROPOSALS FOR

Transitional Care Program and Collaborative Mental Health Services

RFP Number: 7884-13

**Final Date of Submission:
October 24, 5:00 pm**

**Solano Coalition for Better Health
360 Campus Lane, Suite 203
707-410-0413
www.solanocoalition.org**

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1 INTRODUCTION

1.1 Statement of Purpose

The purpose of this Request for Proposals (RFP) is to define SCBH's minimum requirements, solicit proposals, and gain adequate information by which SCBH may evaluate the services offered.

The Solano Coalition for Better Health, hereinafter referred to as SCBH, intends to secure a contract *to provide Mental Health treatment for homeless adults. The contract will be fee for service, up to \$15,000, for period effective 11/15/2012 through 06/30/2013. The contractor will report to the Solano Coalition for Better Health (SCBH)'s Community Programs Manager.*

1.2 Scope of Service

It is the Provider's responsibility to propose a complete Scope of Work that explains in detail the Provider's offering. This proposed Scope of Work will be used as the basis for negotiating the final Scope of Work for inclusion in Exhibit A of the Standard Contract, included in Section 8 of this RFP. The Standard Contract also includes the terms and conditions required by SCBH.

The Attachments of this RFP contains the minimum list of services and deliverables the selected Contractor is expected to provide SCBH.

The *Standard* contract also includes the terms and conditions required by SCBH.

1.3 Contract Duration

SCBH intends to enter into a contract with an effective period of **11/15/2012** through **06/30/2013**. SCBH intends to renew annually for 3 years, extending the contract through **06/30/2016**, as funding allows.

SCBH reserves the right to extend this Contract for an additional period or periods of time representing increments of no more than one year and a total contract term of no more than three (3) years, provided that SCBH notifies the Contractor in writing of its intention to do so at least ninety (90) days prior to the contract expiration date. An extension of the term will be affected through an amendment to the Contract. If the extension of the Contract necessitates additional funding beyond that which was included in the original Contract, the increase in SCBH's maximum liability will also be affected through an amendment and shall be based upon rates provided for in the original contract and proposal.

1.4 Proposal Deadline

Proposals shall be submitted no later than the Proposal Deadline time and date detailed in Section 2, RFP Schedule of Events. Potential contractors or vendors shall respond to the written RFP and any exhibits, attachments, or amendments. Failure to submit a proposal as required before the deadline shall cause the proposal to be disqualified.

Potential contractors or vendors assume the risk of the method of dispatch chosen. SCBH assumes no responsibility for delays caused by any delivery service. Postmarking by the due date shall not substitute for actual proposal receipt by SCBH. Late proposals shall not be accepted nor shall additional time be granted to any potential contractor or vendor.

Proposals may not be delivered orally, by facsimile, or by other telecommunication or electronic means.

1.5 Nondiscrimination

No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in SCBH's contracted programs or activities on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or California State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with SCBH or in the employment practices of SCBH's contractors. Accordingly, all vendors entering into contracts with SCBH shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

1.6 Assistance to Potential Contractors or Vendors with a Disability

Potential contractors or vendors with a disability may receive accommodation regarding the means of communicating this RFP and participating in this procurement process. Potential contractors or vendors with a disability should contact the RFP Coordinator to request reasonable accommodation no later than the deadline for accommodation requests detailed in Section 2, RFP Schedule of Events.

2 RFP SCHEDULE OF EVENTS

The following RFP Schedule of Events represents SCBH's best estimate of the schedule that shall be followed. Unless otherwise specified, the time of day for the following events shall be between 8:30 a.m. and 5:00 p.m., Pacific Time.

SCBH reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. Notification of any adjustment to the Schedule of Events shall be posted SCBH's website (www.solanocoalition.org).

	EVENT	DATE	TIME
1	SCBH Issues RFP	09 / 14 / 2012	
2	Question and Answer Period	09 / 25 / 2012 – 10 / 4 / 2012	
3	Pre-proposal Conference	10 / 4 / 2012	10:30 PM – 12:00 PM
4	Responses to Questions Released	10 / 09 / 2012	
5	Deadline for Submitting a Proposal	10 / 24 / 2012	5:00 PM
6	SCBH Completes Technical and Cost Evaluations	10 / 26 / 2012	
7	SCBH Sends a written Notice of Intent to Award	11 / 09 / 2012	
8	Anticipated Contract Start Date	11 / 15 / 2012	

3 GENERAL REQUIREMENTS AND INFORMATION

3.1 RFP Coordinator

The following RFP Coordinator shall be the main point of contact for this RFP.

Jenny Symons
Community Programs Manager
Solano Coalition for Better Health
360 Campus Lane, Suite, 203
Fairfield, California 94534
Phone: (707) 410-0413
Fax: (707) 863-4419

Email: jmsymons@solanocoalition.org

3.2 RFP Number

SCBH has assigned the following RFP identification number that must be referenced in all communications regarding the RFP:

RFP# 7884-13

3.3 Communications Regarding the RFP

- 3.3.1 Upon release of this RFP, all vendor communications concerning this procurement must be directed to the RFP Coordinator. Unauthorized contact regarding the RFP with other SCBH employees of the procuring SCBH agency may result in disqualification.
- 3.3.2 All communications should be in writing to the RFP Coordinator. Any oral communications shall be considered unofficial and nonbinding on SCBH. Written Comments, including questions and requests for clarification, must cite the subject RFP number. The RFP Coordinator must receive these written requests by the deadline specified in the RFP Schedule of Events.
- 3.3.3 Any communication regarding this RFP sent by facsimile must also be sent by United States mail on the same date.
- 3.3.4 SCBH shall respond in writing to written communications. Such response shall constitute an amendment to the RFP. Only written responses to written communications shall be considered official and binding upon SCBH. SCBH reserves the right, at its sole discretion, to determine appropriate and adequate responses to written comments, questions, and requests for clarification.
- 3.3.5 SCBH shall mail copies of its written responses to all received written comments; this will be emailed to participants of the Pre-proposal Conference, and will be posted on SCBH's website.
- 3.3.6 Any data or factual information provided by SCBH shall be deemed for informational purposes only, and if a potential contractor or vendor relies on said factual information it should either:
- a) independently verify the information; or
 - b) Obtain SCBH's written consent to rely thereon.

3.4 Required Review and Waiver of Objections by Potential Contractors or Vendors

Potential Contractors or Vendors should carefully review this RFP and all attachments, including but not limited to the *Standard* contract, for comments, questions, defects, objections, or any other matter requiring clarification or correction (collectively called “comments”). Comments concerning RFP objections must be made in writing and received by SCBH no later than the Deadline for Written Comments detailed in Section 2, RFP Schedule of Events. This will allow issuance of any necessary amendments and help prevent the opening of defective proposals upon which contract award could not be made.

Protests based on any objection shall be considered waived and invalid if these faults have not been brought to the attention of SCBH, in writing, by the Deadline for Written Comments.

3.5 Proposal Submittal

3.5.1 Potential contractors or vendors shall respond to this RFP with a Technical Proposal and a Cost Proposal. No pricing information shall be included in the Technical Proposal.

Inclusion of Cost Proposal amounts in the Technical Proposal shall make the proposal non-responsive.

One (1) original and three (3) copies of the Technical Proposal shall be submitted to SCBH in a sealed package and be clearly marked:

“Technical Proposal in Response to #7884-13-- Do Not Open”

One (1) Cost Proposal shall be submitted to SCBH in a separate, sealed package and clearly marked:

“Cost Proposal in Response to #7884-13-- Do Not Open”

If the separately sealed proposals, marked as required above, are enclosed in another container for mailing purposes, the outermost container must fully describe the contents of the package and must be clearly marked:

“Contains Separately Sealed Technical and Cost Proposals”

3.5.2 All proposals must be submitted to the RFP Coordinator at the following address by the date and time identified as the Deadline for Submitting a Proposal in the RFP Schedule of Events.

Jenny Symons
Community Programs Manager
Solano Coalition for Better Health
360 Campus Lane, Suite, 203
Fairfield, California 94534

3.6 Proposal Preparation Costs

SCBH shall not pay any costs associated with the preparation, submittal, or presentation of any proposal.

3.7 Proposal Withdrawal

To withdraw a proposal, the vendor must submit a written request, signed by an authorized representative, to the RFP Coordinator. After withdrawing a previously submitted proposal, the vendor may submit another proposal at any time up to the deadline for submitting proposals.

3.8 Proposal Amendment

SCBH shall not accept any amendments, revisions, or alterations to proposals after the deadline for proposal submittal unless such is formally requested, in writing, by SCBH.

3.9 Proposal Errors

Potential Contractor or Vendors are liable for all errors or omissions contained in their proposals. Potential Contractor or Vendors shall not be allowed to alter proposal documents after the deadline for submitting a proposal.

3.10 Incorrect Proposal Information

If SCBH determines that a potential contractor or vendor has provided, for consideration in the evaluation process or contract negotiations, incorrect information which the potential contractor or vendor knew or should have known was materially incorrect, that proposal shall be determined non-responsive, and the proposal shall be rejected.

3.11 Prohibition of Potential Contractor or Vendor Terms and Conditions

A Potential Contractor or Vendor may **not** submit the Potential Contractor or Vendor's own contract terms and conditions in a response to this RFP. If a proposal contains such terms and conditions, SCBH, at its sole discretion, may determine the proposal to be a non-responsive counteroffer, and the proposal may be rejected.

3.12 Assignment and Subcontracting

3.12.1 The Contractor may not subcontract, transfer, or assign any portion of the contract without prior, written approval from SCBH. Each subcontractor must be approved in writing by SCBH. The substitution of one subcontractor for another may be made only at the discretion of SCBH and with prior, written approval from SCBH.

3.12.2 Notwithstanding the use of approved subcontractors, the potential Contractor or Vendor, if awarded a contract under this RFP, shall be the prime Contractor and shall be responsible for all work performed.

3.13 Right to Refuse Personnel

SCBH reserves the right to refuse, at its sole discretion, any subcontractors or any personnel provided by the prime Contractor or its subcontractors.

3.14 Proposal of Alternate Services

Proposals of alternate services (*i.e.*, proposals that offer something different from that requested by the RFP) may be considered non-responsive and rejected.

3.15 Proposal of Additional Services

If a Potential Contractor or Vendor indicates an offer of services in addition to those required by and described in this RFP, these additional services may be added to the contract before contract signing at the sole discretion of SCBH.

The cost for any such additional services must be incorporated into the required cost amount(s) provided in the Cost Proposal so that all proposals may be equitably evaluated. The Potential Contractor or Vendor shall **not** propose un-requested rates as separate, additional rates for additional services. (Refer to Section 5.3 of this RFP for Cost Proposal requirements.)

3.16 Independent Price Determination

3.16.1 A proposal shall be disqualified and rejected by SCBH if the price in the proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other Potential Contractor or Vendor, a SCBH employee, or any competitor.

3.16.2 The Potential Contractor or Vendor is prohibited from submitting more than one proposal. Submittal of more than one proposal shall result in the disqualification of the Potential Contractor or Vendor.

3.16.3 The Potential Contractor or Vendor is prohibited from submitting multiple proposals in a different form (i.e., as a prime contractor and as a subcontractor to another prime contractor). Submittal of multiple proposals in a different form may result in the disqualification of all potential Contractor or Vendors associated with a multiple proposal.

3.16.4 Should any such prohibited action detailed in Sections 3.16.1, 3.16.2, and 3.16.3 be detected any time during the term of the contract, such action shall be considered a material breach and grounds for contract termination.

3.17 Insurance

The apparent successful Potential Contractor or Vendor may be required to provide proof of adequate worker's compensation and public liability insurance coverage before entering into a contract. Additionally, SCBH may, at its sole discretion, require the apparent successful potential Contractor or Vendor to provide proof of adequate professional malpractice liability or other forms of insurance. Failure to provide evidence of such insurance coverage is a material breach and grounds for termination of the contract negotiations. Any insurance required by SCBH shall be in form and substance acceptable to SCBH.

3.18 Licensure

Before a contract pursuant to this RFP is signed, the Vendor must hold all necessary, applicable business and professional licenses. SCBH may require any or all potential Contractor or Vendors to submit evidence of proper licensure.

3.19 Conflict of Interest and Proposal Restrictions

3.19.1 By submitting a proposal, the Potential Contractor or Vendor certifies that no amount shall be paid directly or indirectly to an employee or official of SCBH as wages, compensation, or gifts

in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Potential Contractor or Vendor in connection with the procurement under this RFP.

Notwithstanding this restriction, nothing in this RFP shall be construed to prohibit a SCBH agency or other governmental entity from making a proposal, being considered for award, or being awarded a contract under this RFP.

3.19.2 SCBH agencies shall not contract with an individual who is, or within the past six months has been, an employee of SCBH. An individual shall be deemed a SCBH employee until such time as all salary, termination pay, and compensations representing annual or compensatory leave have been paid by SCBH. A contract with a company in which a controlling interest is held by a SCBH employee shall be considered to be a contract with said individual and shall be prohibited.

3.19.3 Any individual, company, or other entity involved in assisting SCBH in the development, formulation, or drafting of this RFP or its scope of services shall be considered to have been given information that would afford an unfair advantage over other Potential Contractor or Vendors, and said individual, company, or other entity may not submit a proposal in response to this RFP.

3.20 RFP Amendment and Cancellation

SCBH reserves the unilateral right to amend this RFP in writing at any time. SCBH also reserves the right to cancel or reissue the RFP at its sole discretion. If an amendment is issued it shall be provided to all vendors submitting a *Letter of Intent to Propose*. Potential Contractor or Vendors shall respond to the final written RFP and any exhibits, attachments, and amendments.

3.21 Right of Rejection

3.21.1 SCBH reserves the right, at its sole discretion, to reject any and all proposals or to cancel this RFP in its entirety.

3.21.2 Any proposal received which does not meet the requirements of this RFP may be considered to be non-responsive, and the proposal may be rejected. Potential Contractor or Vendors must comply with all of the terms of this RFP and all applicable State and SCBH laws and regulations. SCBH may reject any proposal that does not comply with all of the terms, conditions, and performance requirements of this RFP.

3.21.3 Potential Contractor or Vendors may not restrict the rights of SCBH or otherwise qualify their proposals. If a Potential Contractor or Vendor does so, SCBH may determine the proposal to be a non-responsive counteroffer, and the proposal may be rejected.

3.21.4 SCBH reserves the right, at its sole discretion, to waive variances in technical proposals provided such action is in the best interest of SCBH. Where SCBH waives minor variances in proposals, such waiver does not modify the RFP requirements or excuse the potential contractor or vendor from full compliance with the RFP. Notwithstanding any minor variance, SCBH may hold any Potential Contractor or Vendor to strict compliance with the RFP.

3.22 Disclosure of Proposal Contents

All proposals and other materials submitted in response to this RFP procurement process become the property of SCBH. Selection or rejection of a proposal does not affect this right. All proposal information, including detailed price and cost information, shall be held in confidence during the evaluation process. The proposals and associated materials shall be

open for review by the public to the extent allowed by the California Public Records Act, (Government Code Section 6250-6270 and 6275-6276.48) upon the final award of the contract by all authorized parties. By submitting a proposal, the Proposer acknowledges and accepts that the contents of the proposal and associated documents shall become open to public inspection.

3.23 Proprietary Information

The master copy of each proposal shall be retained for official files and will become public record after the award of a contract unless the proposal or specific parts of the proposal can be shown to be exempt by law (Government code §6276). Each Potential Contractor or Vendor may clearly label part of a proposal as "CONFIDENTIAL" if the Potential Contractor or Vendor thereby agrees to indemnify and defend SCBH for honoring such a designation. The failure to so label any information that is released by SCBH shall constitute a complete waiver of all claims for damages caused by any release of the information. If a public records request for labeled information is received by SCBH, SCBH will notify the Potential Contractor or Vendor of the request and delay access to the material until seven working days after notification to the Potential Contractor or Vendor. Within that time delay, it will be the duty of the Potential Contractor or Vendor to act in protection of its labeled information. Failure to so act shall constitute a complete waiver.

3.24 Severability

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and, the rights and obligations of SCBH and Potential Contractor or Vendors shall be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

4 SPECIAL REQUIREMENTS

4.1 Joint Ventures and Partnering

Proposals from joint ventures or entities partnering for a specific service must be designed to minimize any administrative burden on SCBH as a result of the participation of multiple entities.

4.1.1 The Proposal shall clearly set forth the respective responsibilities and functions that each Principal of the joint venture or partnering entities would perform if awarded a contract pursuant to this RFP.

4.1.2 The Proposal must include a copy of the joint venture or partnering agreements that identify the Principals involved as well as their rights and responsibilities regarding a contract pursuant to this RFP.

4.1.3 The proposal transmittal letter must be signed by each Principal of the joint venture and include all required information.

4.2 Pre-Proposal Conference

4.2.1 A pre-proposal conference for all potential Contractor or Vendors is scheduled at the Pre-Proposal Conference time and date detailed in the Section 2, RFP Schedule of Events. **The conference shall be held at 360 Campus Lane, Fairfield, CA 94534, in the Napa Conference Room on the first floor on October 4, 2012 from 10:30-12:00.** Each vendor may send a maximum of 2 representatives. The purpose of the conference is to discuss the work to be performed with the prospective Potential Contractor or Vendors and allow them to ask questions concerning the RFP. Please RSVP to Mylinda L. Vazquez, at (707) 863-4436 or mvazquez@solanocoalition.org prior to attending the conference.

4.2.2 SCBH encourages all potential Contractor or Vendors to attend the pre-proposal conference although attendance is not mandatory.

4.2.3 Specific questions concerning the RFP should be submitted in writing before the pre-proposal conference so that SCBH may prepare responses before the conference. Additional questions shall be entertained at the conference; however, responses may be deferred and provided at a later date.

4.2.4 The response to any question that is given orally at the pre-proposal conference is to be considered tentative and nonbinding on SCBH. After the conference, the official response to questions shall be published in writing. This shall ensure accurate, consistent responses to all vendors. Copies of all written questions and SCBH's responses shall be mailed to all vendors submitting a *Letter of Intent to Propose* and will be posted on to the SCBH website as well. Only the written responses from SCBH shall be considered official.

4.3 Location and Work Space

SCBH SHALL NOT provide work-space for the Contractor.

5 PROPOSAL FORMAT AND CONTENT

5.1 General Proposal Requirements

- 5.1.1 SCBH discourages lengthy and costly proposals. Proposals should be prepared simply and economically and provide a straightforward, concise description of the Potential Contractor or Vendor's capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content.
- 5.1.2 Potential Contractor or Vendors must follow all formats and address all portions of the RFP set forth herein providing all information requested. Potential Contractor or Vendors may retype or duplicate any portion of this RFP for use in responding to the RFP, provided that the proposal clearly addresses all of SCBH's information requirements.
- 5.1.3 Potential Contractor or Vendors must respond to every subsection under the Technical Proposal and Cost Proposal sections below. Potential Contractor or Vendors must label each response to RFP requirements with the section and subsection numbers associated with the subject requirement in this RFP (e.g., the response to the third requirement of the Proposal Transmittal Letter would be labeled 5.2.1.3).

Failure to follow the specified format, to label the responses correctly, or to address all of the subsections may, at SCBH's sole discretion, result in the rejection of the Proposal.

Proposals must not contain extraneous information. All information presented in a Proposal must be relevant in response to a requirement of this RFP, must be clearly labeled, and, if not incorporated into the body of the Proposal itself, must be referenced to and from the appropriate place within the body of the Proposal. Any information not meeting these criteria shall be deemed extraneous and shall in no way contribute to the evaluation process.

- 5.1.4 Proposals shall be prepared on standard 8 1/2" x 11" paper. Foldouts containing charts, spread sheets, and oversize exhibits are permissible. All responses, as well as any reference material presented, must be written in English. All monetary amounts must be detailed in United States currency. All proposal pages must be numbered.
- 5.1.5 Potential Contractor or Vendors shall divide their responses to this RFP into a Technical Proposal and a Cost Proposal and submit them in accordance with Section 3.5 of this RFP by the Deadline for Submitting a Proposal in the RFP Schedule of Events.

Cost Proposal and pricing information shall **not** be included in the Technical Proposal. Inclusion of Cost Proposal dollar amounts in the Technical Proposal shall make the proposal non-responsive and the proposal shall be rejected.

5.2 Technical Proposal

The Technical Proposal shall be divided into the following sections:

Proposal Transmittal Letter;

Mandatory Potential Contractor or Vendor Qualifications;

General Potential Contractor or Vendor Qualifications and Experience; and

Technical Approach

If a proposal fails to detail and address each of the requirements detailed herein, SCBH may determine the proposal to be non-responsive and reject it.

- 5.2.1 Proposal Transmittal Letter. The Technical Proposal must provide a written transmittal and offer of the proposal in the form of a standard business letter. The Proposal Transmittal Letter shall reference and respond to the following subsections in sequence and attach corresponding documentation as required. Each proposal must meet the Proposal Transmittal Letter requirements and provide all required documentation. A Proposal Transmittal Letter is mandatory, and failure to provide the information as required may result in the proposal being considered non-responsive and rejected.
- 5.2.1.1 The letter shall be signed by a company officer empowered to bind the proposing vendor to the provisions of this RFP and any contract awarded pursuant to it; if said individual is not the company president, the letter shall attach evidence showing authority to bind the company.
- 5.2.1.2 The letter shall state that the proposal remains valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any resulting contract between the Potential Contractor or Vendor and SCBH.
- 5.2.1.3 The letter shall provide legal entity name and Federal Employer Identification Number of the firm making the proposal or the complete name and Social Security Number of the individual making the proposal.
- 5.2.1.4 The letter shall provide the name, mailing address, telephone number and email address of the person SCBH should contact regarding the proposal.
- 5.2.1.5 The letter shall state whether the Potential Contractor or Vendor intends to use subcontractors — if so, clearly identify the names of the subcontractors along with complete mailing addresses and the scope and portions of the work the subcontractors shall perform. (NOTE: The Contractor must obtain written approval from SCBH prior to the use of any subcontractors.)
- 5.2.1.6 The letter shall also include a statement of acknowledgement that SCBH's Standard Contract (Section 8) has been reviewed and accepted with or without qualification. If qualifications are involved, those items requiring adjustment or modification must be identified and listed along with suggested modifications to the contract. If no modifications to the contract are noted, then SCBH will assume that the Potential Contractor or Vendor is capable of performing all normal managerial tasks and services without reservation or qualification to the contract.
- 5.2.2 Mandatory Potential Contractor or Vendor Qualifications. Technical Proposals shall provide responses and documentation, as required, that indicates the Potential Contractor or Vendor has met the Mandatory Potential Contractor or Vendor Qualifications requirements. Any Proposal which does not meet the mandatory requirements and provide all required documentation may be considered non-responsive, and the proposal may be rejected.
- Technical Proposals shall provide the following information (referencing the subsections in sequence):
- 5.2.2.1 written confirmation that the Potential Contractor or Vendor shall comply with all of the provisions in this RFP and shall accept all terms and conditions set out in the Standard contract in Section 8 of this RFP. (NOTE: If the Proposal fails to provide said confirmation without exception or qualification, SCBH, at its sole discretion, may determine the proposal to be a non-responsive counteroffer, and the proposal may be rejected.)
- 5.2.2.2 written certification and assurance of the Potential Contractor or Vendor's compliance with:
- a) the laws of the State of California;
 - b) Title VI of the federal Civil Rights Act of 1964;
 - c) Title IX of the federal Education Amendments Act of 1972;

- d) the Equal Employment Opportunity Act and the regulations issued there under by the federal government;
- e) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government;
- f) the condition that the submitted proposal was independently arrived at, without collusion, under penalty of perjury; and,
- g) the condition that no amount shall be paid directly or indirectly to an employee or official of SCBH as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Potential Contractor or Vendor in connection with the Procurement under this RFP.

(Use Attachment E, Certification of Compliance)

- 5.2.3 Contractor or Vendor Qualifications and Experience. Technical Proposals shall provide the following information (referencing the subsections in sequence) to evidence the Potential Contractor or Vendor's experience in delivering services similar to those required by this RFP:
- 5.2.3.1 a brief, descriptive statement indicating the Potential Contractor or Vendor's credentials to deliver the services sought under this RFP;
 - 5.2.3.2 a brief description of the Potential Contractor or Vendor's background and organizational history;
 - 5.2.3.3 years in business;
 - 5.2.3.4 a statement as to whether there is any pending litigation against the Potential Contractor or Vendor; and if such litigation exists, attach an opinion of counsel as to whether the pending litigation will impair the Potential Contractor or Vendor's performance in a contract under this RFP;
 - 5.2.3.5 a statement as to whether, in the last ten years, the Potential Contractor or Vendor has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors; and if so, an explanation providing relevant details;
- 5.2.4 Technical Approach. The Potential Contractor or Vendor shall describe the vendor's plans and approach for accomplishing the work requested. The information provided shall be in enough detail to enable SCBH to ascertain the Potential Contractor or Vendor's understanding of the effort to be accomplished and should outline the steps in the total service proposed. Technical Proposals shall provide the following narrative information (referencing the subsections in sequence) to evidence the suitability of the Potential Contractor or Vendor's technical approach to delivering the services sought under this RFP:
- 5.2.4.1 Potential Contractor or Vendors must provide a comprehensive narrative, captioned "Project Approach," that illustrates how the Potential Contractor or Vendor will complete the scope of services, accomplish required objectives, and meet SCBH's project schedule.
 - 5.2.4.2 Potential Contractor or Vendors must provide a comprehensive narrative, captioned "Project Management," that illustrates how the Potential Contractor or Vendor will manage the project, ensure completion of the scope of services, and accomplish required objectives within SCBH's project schedule.
 - 5.2.4.3 a personnel roster and resumes of key people who shall be assigned by the Potential Contractor or Vendor to perform duties or services under the contract (include estimated number of hours to be worked on the contract for each person, and the resumes shall detail

each individual's title, education, current position with the Potential Contractor or Vendor, and employment history);

5.3 Cost Proposal

- 5.3.1 The Cost Proposal shall be submitted to SCBH in a separate, sealed package from the Technical proposal.
- 5.3.2 The Cost Proposal shall specifically record the exact cost proposed in the appropriate space as required by Attachment F. Said proposed cost shall incorporate all cost for the proposed scope of services for the total contract period.
- 5.3.3 The Cost Proposal shall record only the proposed cost as required, and shall not record any other rates, amounts, or information. It shall not record any text that could be construed as a qualification of the cost proposed. If the Potential Contractor or Vendor fails to specify the Cost Proposal as required, SCBH shall determine the proposal to be non-responsive and reject it.
- 5.3.4 The Potential Contractor or Vendor must sign and date the Cost Proposal.

6 EVALUATION AND CONTRACTOR SELECTION

6.1 Proposal Evaluation Categories and Maximum Points

The categories that shall be considered in the evaluation of proposals are Qualifications and Experience, Technical Approach, and Cost. The maximum points that shall be awarded for each of these categories are:

CATEGORIES	MAXIMUM POINTS POSSIBLE
General Contractor or Vendor Qualifications and Experience	20
Technical Approach:	
Project Understanding	40
Project Approach	20
Project Management	10
Cost Proposal	10

6.2 Proposal Evaluation Process

6.2.1 The evaluation process is designed to award the procurement not necessarily to the Potential Contractor or Vendor of least cost, but rather to the Potential Contractor or Vendor with the best combination of attributes based upon the evaluation criteria. Therefore, proposals are evaluated against the evaluation criteria in this RFP and NOT against other proposals. SCBH reserves the right at its own discretion to require Proposers to present their offering to the review committee at SCBH's site in Fairfield, CA. This requirement will be at the discretion of the review committee and will be based on the results of the detailed review and the ranking of total technical points. Only the highest ranked Proposers will be invited to present their offering. Should proposers be invited to make a presentation, SCBH will not be liable for any travel expenses or associated costs.

6.2.2 The RFP Coordinator shall manage the proposal evaluation process and maintain proposal evaluation records. A Proposal Evaluation Team made up of three or more members shall be responsible for evaluating proposals.

6.2.3 All proposals shall be reviewed by the RFP Coordinator to determine compliance with basic proposal requirements as specified in this RFP. If the RFP Coordinator determines that a proposal may be missing one or more such requirements, the Proposal Evaluation Team shall review the proposal to determine:

- a) if it meets requirements for further evaluation;
- b) if SCBH shall request clarification(s) or correction(s); or
- c) if SCBH shall determine the proposal non-responsive and reject it.

6.2.4 The Proposal Evaluation Team shall evaluate responsive proposals. Each evaluator shall score the General Potential Contractor or Vendor Qualifications and Experience section and the Technical Approach section of each proposal. The evaluation scoring shall use the pre-established evaluation criteria set out in this RFP. Each evaluator shall use only whole numbers for scoring proposals.

6.2.5 SCBH reserves the right, at its sole discretion, to request clarifications of technical proposals or to conduct discussions for the purpose of clarification with any or all Potential Contractor or Vendors. The purpose of any such discussions shall be to ensure full understanding of the proposal. Discussions shall be limited to specific sections of the proposal identified by SCBH and, if held, shall be after initial evaluation of Technical Proposals. If clarifications are made as a result of such discussion, the Potential Contractor or Vendor shall put such clarifications in writing.

6.2.6 Upon completion of Technical Proposal scoring by the Proposal Evaluation Team, the RFP Coordinator shall calculate the average Technical Proposal score for each proposal.

6.3 Contract Award Process

6.3.1 SCBH reserves the right to make an award without further discussion of any proposal submitted. There shall be no best and final offer procedure. Therefore, each proposal should be initially submitted on the most favorable terms the vendor can offer.

6.3.2 After the evaluation of proposals and final consideration of all pertinent information available, the RFP Coordinator shall issue a written Evaluation Notice to all Potential Contractor or Vendors. The notice shall identify the apparent best evaluated Potential Contractor or Vendor. The notice shall not create rights, interests, or claims of entitlement in the apparent best evaluated Potential Contractor or Vendor or any vendor.

6.3.3 SCBH reserves the right, at its sole discretion, to negotiate with the apparent best evaluated Potential Contractor or Vendor subsequent to the Evaluation Notice.

6.3.4 The apparent best evaluated Potential Contractor or Vendor shall be prepared to enter into a contract with SCBH which shall be substantially the same as the *Standard* contract included in Section 8 of this RFP. Notwithstanding, SCBH reserves the right to add terms and conditions, deemed to be in the best interest of SCBH, during final contract negotiations. Any such terms and conditions shall be within the scope of the RFP and shall not affect the basis of proposal evaluations.

6.3.5 If a Potential Contractor or Vendor fails to sign and return the contract drawn pursuant to this RFP and final contract negotiations within 14 days of its delivery to the Potential Contractor or Vendor, SCBH may determine, at its sole discretion, that the Potential Contractor or Vendor is non-responsive to the terms of this RFP and reject the proposal.

6.3.6 If SCBH determines that the apparent best evaluated Potential Contractor or Vendor is non-responsive and rejects the proposal after opening Cost Proposals, the RFP Coordinator shall re-calculate scores for each responsive Cost Proposal and award the Contract in accordance with the requirements of 6.2.5 *et seq.*, above.

- 6.3.7 Contract award shall be subject to the contract approval of all appropriate SCBH officials in accordance with applicable SCBH laws and regulations.
- 6.3.8 After award of the contract to successful proposer, the RFP files shall be made available for public inspection upon request.

7.1 Contract Approval

The RFP and the contractor selection processes do not obligate SCBH and do not create rights, interests, or claims of entitlement in the apparent best evaluated Potential Contractor or Vendor or any vendor. Contract award and SCBH obligations pursuant thereto shall commence only after the contract is signed by the Contractor and the head of the procuring SCBH agency and after the contract is signed by all other SCBH officials as required by SCBH ordinances and regulations to establish a legally binding contract.

7.2 Contract Payments

Contract payments shall be made in accordance with the Payment Terms and Conditions provision of the final contract.

No payment shall be made until the contract is approved as required by SCBH policies and procedures. Under no conditions shall SCBH be liable for payment of any type associated with the contract or responsible for any work done by the Contractor, even work done in good faith and even if the Contractor is orally directed to proceed with the delivery of services, if it occurs before the contract start date specified by the contract or before contract approval by SCBH officials as required by applicable statutes and rules of SCBH.

7.3 RFP and Proposal Incorporated into Final Contract

This RFP and the successful proposal shall be incorporated into the final contract.

7.4 Contract Monitoring

The Contractor shall be responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and acceptance by SCBH. SCBH may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. At reasonable times, SCBH may inspect those areas of the Contractor's place of business that are related to the performance of the contract. If SCBH requires such an inspection, the Contractor shall provide reasonable access and assistance.

7.5 Contract Amendment

During the course of this contract, SCBH may request the Contractor to perform additional work for which the Contractor would be compensated. That work shall be within the general scope of this RFP. In such instances, SCBH shall provide the Contractor a written description of the additional work, and the Contractor shall submit a time schedule for accomplishing the additional work and a price for the additional work based on the rates included in the Contractor's Proposal to this RFP. If SCBH and the Contractor reach an agreement regarding the work and associated compensation, said agreement shall become effective by means of a contract amendment. Any such amendment requiring additional work must be mutually agreed upon by the parties and signed by the Contractor and the head of the procuring SCBH agency and must be approved by other SCBH officials as required by SCBH laws and regulations. The Contractor shall not commence additional work until SCBH has issued a written contract amendment and secured all required approvals.

SCOPE OF WORK

Contract Description:

Provide Mental Health outpatient treatment for homeless adults to facilitate the development of personal and interpersonal functioning.

A. WORK ACTIVITIES:

1. Contractor will:
 - a. Provide services based on a treatment plan developed together with the client. These services may include the following:
 - 1) Assessment
 - 2) Individual therapy
 - 3) Group therapy
 - 4) Collateral services
 - 5) Crisis intervention
 - b. Provide clinical services with licensed or license-eligible mental health clinicians, and/or graduate level students, who are supervised by licensed clinicians.
 - c. Maintain charts and document in accordance with standard State regulations.
 - d. Provide a representative to attend the Transitional Care Program (TCP) Operational/Case Management meeting in person or by phone, on a monthly basis.
 - e. Provide technical assistance to the TCP case manager as needed for client needs.
 - f. Work with the TCP case manager to ensure the client is following their treatment plan.
 - g. Collect data and provide reports on a quarterly basis.

B. REFERRAL SOURCE:

1. All referrals shall be individuals enrolled in the TCP Program either as at-large or as respite clients.
2. Contractor shall work with the TCP case management provider to create and maintain a referral process.

D. REPORTING REQUIREMENTS:

Contractor shall:

1. Provide a quarterly report to the SCBH's Community Program Manager as follows:
 - a. All demographic data on clients served
 - b. Number of clients services
 - c. Health insurance and income status of clients admitted
2. Provide an evaluation of the program by 6/30/13
 - a. Compilation of all quarterly data
 - b. Narrative of collaborative aspects of the program
 - c. Client outcomes

Attachment B

BUDGET DETAIL AND PAYMENT PROVISIONS

SCBH will pay contractor upon submission of reports / deliverables and timesheets provided by contractor

1. METHOD OF PAYMENT

Upon submission of an invoice by Contractor, and upon review and approval of SCBH's representative, SCBH will pay Contractor monthly in arrears for fees and expenses incurred the prior month, or upon demonstrated completion of deliverables, as applicable, up to the maximum amount provided for on the Standard Contract. Each invoice must specify services rendered, to whom, date of service and the accrued charges. Contractor must document all expenses submitted to SCBH for payment under this Contract by maintaining complete and accurate records of all financial transactions related to the services performed under this Contract including, but not limited to, invoices, receipts, time sheets, itemized cost lists, and other official documentation that sufficiently support all charges under this Contract.

Attachment C

Standard Contract

GENERAL TERMS AND CONDITIONS

1. CLOSING OUT

SCBH will pay Contractor's final claim for payment providing Contractor has paid all financial obligations undertaken pursuant to this Contract. If Contractor has failed to pay all obligations outstanding, SCBH will withhold from Contractor's final claim for payment the amount of such outstanding financial obligations owed by Contractor. Contractor is responsible for SCBH's receipt of a final claim for payment 30 days after termination of this Contract.

2. TIME

Time is of the essence in all terms and conditions of this Contract.

3. TIME OF PERFORMANCE

Work will not begin, nor claims paid for services under this Contract until all Certificates of Insurance, business and professional licenses/certificates, IRS ID number, signed W-9 form, or other applicable licenses or certificates are on file with the department's Contract Manager.

4. TERMINATION

A. This Contract may be terminated by SCBH or Contractor, at any time, with or without cause, upon 30 days written notice from one to the other, unless otherwise provided for in Exhibit D.

B. Following termination, SCBH will reimburse Contractor for all expenditures made in good faith that are unpaid at the time of termination not to exceed the maximum amount payable under this Contract unless Contractor is in default of the Contract.

5. SIGNATURE AUTHORITY

The parties executing this Contract certify that they have the proper authority to bind their respective entities to all terms and conditions set forth in this Contract.

6. WARRANTY

A. SCBH relies upon Contractor's professional ability and training as a material inducement to enter into this Contract. Contractor warrants that Contractor will perform the work according to generally accepted professional practices and standards and the requirements of applicable federal, state and local laws. SCBH's acceptance of Contractor's work shall not constitute a waiver or release of Contractor from professional responsibility.

B. Contractor further warrants that Contractor possesses current valid appropriate licensure, including, but not limited to, drivers license, professional license, certificate of tax-exempt status, or permits, required to perform the work under this Contract.

7. INSURANCE

A. Without limiting Contractor's obligation to indemnify SCBH, Contractor must procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under this Contract and the results of that work by Contractor, Contractor's agents, representatives, employees or subcontractors.

B. Minimum Scope of Insurance
Coverage must be at least as broad as:

(1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).

(2) Insurance Services Office Form Number CA 00 01 covering Automobile Liability, code1 (any auto).

(3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

C. Minimum Limits of Insurance
Contractor must maintain limits no less than:

(1) General Liability: **\$5,000,000** per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

(Including operations, products and completed operations.)

(2) Automobile Liability: **\$1,000,000** per accident for bodily injury and property damage.

(3) Workers' Compensation: As required by the State of California.

(4) Employer's Liability: **\$1,000,000** per accident for bodily injury or disease.

D. If Contractor maintains higher limits than the minimums shown above, SCBH is entitled to coverage for the higher limits maintained by Contractor.

E. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by SCBH. At the option of SCBH, either:

(1) The insurer will reduce or eliminate such deductibles or self-insured retentions with respect to SCBH, its officers, officials, agents, employees and volunteers; or

(2) Contractor must provide a financial guarantee satisfactory to SCBH guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

F. Other Insurance Provisions

The general liability and automobile liability policies must contain, or be endorsed to contain, the following provisions:

(1) SCBH, its officers, officials, agents, employees, and volunteers must be covered as insured's with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor; and with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or equivalent) to Contractor's insurance policy, or as a separate owner's policy.

(2) For any claims related to work performed under this Contract, Contractor's insurance coverage must be primary insurance with respect to SCBH, its officers, officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by SCBH, its officers, officials, agents, employees, or volunteers is excess of Contractor's insurance and shall not contribute to it.

(3) Each insurance policy required by this clause must be endorsed to state that coverage may not be canceled by Contractor, except after 30 days prior written notice has been provided to SCBH.

G. Waiver of Subrogation

(1) Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

(2) The Workers' Compensation policy must be endorsed with a waiver of subrogation in favor of SCBH for all work performed by Contractor, its employees, agents and subcontractors.

H. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII unless otherwise acceptable to SCBH.

I. Verification of Coverage

(1) Contractor must furnish SCBH with original certificates and endorsements effecting coverage required by this Contract.

(2) The endorsements should be on forms provided by SCBH or, if on other than SCBH's forms, must conform to SCBH's requirements and be acceptable to SCBH.

(3) SCBH must receive and approve all certificates and endorsements before work commences.

(4) However, failure to do so shall not operate as a waiver of these insurance requirements.

(5) SCBH reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

8. BEST EFFORTS

Contractor warrants that Contractor will at all time faithfully, industriously and to the best of his/her/its ability, experience and talent, perform to SCBH's reasonable satisfaction.

9. DEFAULT

A. If Contractor defaults in Contractor's performance, SCBH shall promptly notify Contractor in writing. If Contractor fails to cure a default within 30 days after notification, unless otherwise specified in Exhibit D, or if the default requires more than 30 days to cure and Contractor fails to commence to cure the default within 30 days after notification, then Contractor's failure shall terminate this Contract.

B. If Contractor fails to cure default within the specified period of time, SCBH may elect to cure the default and any expense incurred shall be payable by Contractor to SCBH.

C. If SCBH serves Contractor with a notice of default and Contractor fails to cure the default, Contractor waives any further notice of termination of this Contract.

D. If this Contract is terminated because of Contractor's default, SCBH shall be entitled to recover from Contractor all damages allowed by law.

10. INDEMNIFICATION

A. Contractor will indemnify, hold harmless and assume the defense of SCBH, its officers, employees, agents and elective and appointive boards from all claims, losses, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly arising from Contractor's operations or from any persons directly or indirectly employed by, or acting as agent for,

Contractor, excepting the sole negligence or willful misconduct of SCBH. This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of Contractor's services, as well as during the progress of rendering such services.

B. Acceptance of insurance required by this Contract does not relieve Contractor from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by Contractor's operations regardless if any insurance are applicable or not.

11. INDEPENDENT CONTRACTOR

A. Contractor is an independent contractor and not an agent, officer or employee of SCBH. The parties mutually understand that this Contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

B. Contractor shall have no claim against SCBH for employee rights or benefits including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, retirement benefits, Social Security, disability, Workers' Compensation, unemployment insurance benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

C. Contractor is solely obligated to pay all applicable taxes, deductions and other obligations including, but not limited to, federal and state income taxes, withholding, Social Security, unemployment, disability insurance, Workers' Compensation and Medicare payments.

D. Contractor shall indemnify and hold SCBH harmless from any liability which SCBH may incur because of Contractor's failure to pay such obligations.

E. As an independent contractor, Contractor is not subject to the direction and control of SCBH except as to the final result contracted for under this Contract. SCBH may not require Contractor to change Contractor's manner of doing business, but may require redirection of efforts to fulfill this Contract.

F. Contractor may provide services to others during the same period Contractor provides service to SCBH under this Contract.

G. Any third persons employed by Contractor shall be under Contractor's exclusive direction, supervision and control. Contractor shall determine all conditions of employment including hours, wages, working conditions, discipline, hiring and discharging or any other condition of employment.

H. As an independent contractor, Contractor shall indemnify and hold SCBH harmless from any claims that may be made against SCBH based on any contention by a third party that an employer-employee relationship exists under this Contract.

I. Contractor, with full knowledge and understanding of the foregoing, freely, knowingly, willingly and voluntarily waives the right to assert any claim to any right or benefit or term or condition of employment insofar as they may be related to or arise from compensation paid hereunder.

12. RESPONSIBILITIES OF CONTRACTOR

A. The parties understand and agree that Contractor possesses the requisite skills necessary to perform the work under this Contract and SCBH relies upon such skills. Contractor pledges to perform the work skillfully and professionally. SCBH's acceptance of Contractor's work does not constitute a release of Contractor from professional responsibility.

B. Contractor verifies that Contractor has reviewed the scope of work to be performed under this Contract and agrees that in Contractor's professional judgment, the work can and shall be completed for costs within the maximum amount set forth in this Contract.

C. To fully comply with the terms and conditions of this Contract, Contractor shall:

(1) Establish and maintain a system of accounts for budgeted funds that complies with generally accepted accounting principles for government agencies;

(2) Document all costs by maintaining complete and accurate records of all financial transactions associated with this Contract, including, but not limited to, invoices and other official documentation that sufficiently support all charges under this Contract;

(3) Submit monthly reimbursement claims for expenditures that directly benefit Solano SCBH;

(4) Be liable for repayment of any disallowed costs identified through quarterly reports, audits, monitoring or other sources; and

(5) Retain financial, programmatic, client data and other service records for 3 years from the date of the end of the contract award or for 3 years from the date of termination, whichever is later.

13. COMPLIANCE WITH LAW

A. Contractor shall comply with all federal, state and local laws and regulations applicable to Contractor's performance, including, but not limited to, licensing, employment and purchasing practices, wages, hours and conditions of employment.

B. Contractor warrants that all Contractor claims for payment or reimbursement by SCBH will comply with the applicable Office of Management and Budget Circulars, particularly with respect to OMB A-87 and A-122.

14. CONFIDENTIALITY

A. Contractor shall prevent unauthorized disclosure of names and other client-identifying information, except for statistical information not identifying a particular client.

B. Contractor shall not use client specific information for any purpose other than carrying out Contractor's obligations under this Contract.

C. Contractor shall promptly transmit to SCBH all requests for disclosure of confidential information.

D. Except as otherwise permitted by this Contract or authorized by the client, Contractor shall not disclose any confidential information to anyone other than the State without prior written authorization from SCBH.

E. For purposes of this section, identity shall include, but not be limited to, name, identifying number, symbol or other client identifying particulars, such as fingerprints, voice print or photograph. Client shall include individuals receiving services pursuant to this Contract.

15. CONFLICT OF INTEREST

A. Contractor warrants that Contractor and/or Contractor's employees and/or their immediate families and/or Board of Directors and/or officers have no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any interest, direct or indirect, including separate contracts for the work to be performed hereunder, which conflicts with the rendering of services under this Contract. Contractor shall employ or retain no such person while rendering services under this Contract. Services rendered by Contractor's associates or employees shall not relieve Contractor from personal responsibility under this clause.

B. Contractor has an affirmative duty to disclose to SCBH in writing the name(s) of any person(s) who have an actual, potential or apparent conflict of interest.

16. DRUG FREE WORKPLACE

Contractor warrants that Contractor is knowledgeable of Government Code section 8350 et. seq., regarding a drug free workplace and shall abide by and implement its statutory requirements.

17. HEALTH AND SAFETY STANDARDS

Contractor shall abide by all health and safety standards set forth by the State of California pursuant to the Injury and Illness Prevention Program. If applicable, Contractor must receive all health and safety information and training.

18. CHILD/ADULT ABUSE

If services pursuant to this Contract will be provided to children and/or elder adults, Contractor warrants that Contractor is knowledgeable of the Child Abuse and Neglect Reporting Act (Penal Code section 11164 et seq.) and the Elder Abuse and Dependent Adult Civil Protection Act (Welfare and Institutions Code section 15600 et seq.) requiring reporting of suspected abuse.

19. INSPECTION

Authorized representatives of SCBH, the state and/or the federal government may inspect and/or audit Contractor's performance, place of business and/or records pertaining to this Contract.

20. NONDISCRIMINATION

A. In rendering services under this Contract, Contractor shall comply with all applicable federal, state and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or other protected status.

B. Further, Contractor shall not discriminate against its employees, which includes, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

21. SUBCONTRACTOR AND ASSIGNMENT

A. Services under this Contract are deemed to be personal services.

B. Contractor shall not subcontract any work under this Contract nor assign this Contract or monies due without the prior written consent of the Departmental Contract Manager, Department Head or his or her designee and the CAO subject to any required state or federal approval.

C. If SCBH consents to the use of Subcontractors, Contractor shall require and verify that its subcontractors maintain insurance meeting all the requirements stated in Section 7 above.

D. Assignment by Contractor of any monies due shall not constitute an assignment of the Contract.

22. UNFORESEEN CIRCUMSTANCES

Contractor is not responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond Contractor's reasonable control, provided Contractor gives written notice to SCBH of the cause of the delay within 10 days of the start of the delay.

23. OWNERSHIP OF DOCUMENTS

A. SCBH shall be the owner of and shall be entitled to possession of any computations, plans, correspondence or other pertinent data and information gathered by or computed by Contractor prior to termination of this Contract by SCBH or upon completion of the work pursuant to this Contract.

B. No material prepared in connection with the project shall be subject to copyright in the United States or in any other country.

24. NOTICE

A. Any notice necessary to the performance of this Contract shall be given in writing by personal delivery or by prepaid first-class mail addressed as stated on the Standard Contract.

B. If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

25. NONRENEWAL

Contractor acknowledges that there is no guarantee that SCBH will renew Contractor's services under a new contract following expiration or termination of this Contract. Contractor waives all rights to notice of non-renewal of Contractor's services.

26. SCBH'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS

A. SCBH's obligation under this Contract is subject to the availability of authorized funds. SCBH may terminate the Contract, or any part of the Contract work, without prejudice to any right or remedy of SCBH, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Contract, or any subsequent Amendment, SCBH may, upon written Notice to the Contractor, terminate this Contract in whole or in part.

B. Payment shall not exceed the amount allowable for appropriation by SCBH Board of Supervisors. If the Contract is terminated for non-appropriation:

i. SCBH will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and

ii. The Contractor shall be released from any obligation to provide further services pursuant to this Contract that are affected by the termination.

C. Funding for this Contract beyond the current appropriation year is conditional upon appropriation by the Board of Supervisors of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, this Contract will terminate at the close of the current Appropriation Year.

D. This Contract is void and unenforceable if all or part of federal or State funds applicable to this Contract are not available to SCBH. If applicable funding is reduced, SCBH may either:

- (1) Cancel this Contract; or,
- (2) Offer a contract amendment reflecting the reduced funding.

27. CHANGES AND AMENDMENTS

A. SCBH may request changes in Contractor's scope of services. Any mutually agreed upon changes, including any increase or decrease in the amount of Contractor's compensation, shall be effective when incorporated in written amendments to this Contract.

B. The party desiring the revision shall request amendments to the terms and conditions of this Contract in writing. Any adjustment to this Contract shall be effective only upon the parties' mutual execution of an amendment in writing.

C. No verbal agreements or conversations prior to execution of this Contract or requested Amendment shall affect or modify any of the terms or conditions of this Contract unless reduced to writing according to the applicable provisions of this Contract.

28. CHOICE OF LAW

The parties have executed and delivered this Contract in County of Solano, State of California. The laws of the State of California shall govern the validity, enforceability or interpretation of this Contract. Solano SCBH shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Contract.

29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

Contractor warrants that it is knowledgeable of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations issued by the U.S. Department of Health and Human Services (45 C.F.R. Parts 160-64) regarding the protection of health information obtained, created, or exchanged as a result of this Contract and shall abide by and implement its statutory requirements.

30. WAIVER

Any failure of a party to assert any right under this Contract shall not constitute a waiver or a termination of that right, under this Contract or any provision of this Contract.

31. CONFLICTS IN THE CONTRACT DOCUMENTS

The Contract documents are intended to be complementary and interpreted in harmony so as to avoid conflict. In the event of conflict in the Contract documents, the parties agree that the document providing the highest quality and level of service shall supersede any inconsistent version of these documents.

32. FAITH BASED ORGANIZATIONS

A. Contractor agrees and acknowledges that SCBH may make funds available for programs or services affiliated with religious organizations under the following conditions: (a) the funds are made available on an equal basis as for programs or services affiliated with non-religious organizations; (b) the program funded does not have the substantial effect of supporting religious activities; (c) the funding is indirect, remote, or incidental to the religious purpose of the organization; and (d) the organization complies with the terms and conditions of this resolution.

B. Contractor agrees and acknowledges that SCBH may not make funds available for programs or services affiliated with a religious organization (a) that has denied or continues to deny access to services on the basis of race, color, religion, ancestry, national origin, sex, citizenship, or known disability; (b) will use the funds for a religious purpose; (c) will use the funds for a program or service that subjects its participants to religious education.

C. Contractor agrees and acknowledges that all recipients of funding from SCBH must: (a) comply with all legal requirements and restrictions imposed upon government-funded activities set forth in Article IX, section 8 and Article XVI, section 5 of the California Constitution and in the First Amendment to the United States Constitution; and (b) segregate such funding from all funding used for religious purposes.

33. ENTIRE CONTRACT

This Contract, including any exhibits referenced, constitutes the entire agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by SCBH or Contractor other than those contained.

Attachment D

SPECIAL TERMS AND CONDITIONS

1. **DRUG FREE WORKPLACE**

2. **HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**

CERTIFICATION OF COMPLIANCE

RFP # 7884-13

Potential Contractor or Vendor Name

By indication of the authorized signature below, the Potential Contractor or Vendor does hereby make certification and assurance of the Potential Contractor or Vendor's compliance with:

- a) the laws of SCBH;
- b) Title VI of the federal Civil Rights Act of 1964;
- c) Title IX of the federal Education Amendments Act of 1972;
- d) the Equal Employment Opportunity Act and the regulations issued therein by the federal government;
- e) the Americans with Disabilities Act of 1990 and the regulations issued therein by the federal government;
- f) the condition that the submitted proposal was independently arrived at, without collusion, under penalty of perjury; and,
- g) the condition that no amount shall be paid directly or indirectly to an employee or official of SCBH as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Potential Contractor or Vendor in connection with the Procurement under this RFP.

Potential Contractor or Vendor Signature

Date

THIS FORM MUST BE SIGNED AND RETURNED WITH YOUR PROPOSAL

Potential Contractor or Vendor Name

NOTICE TO POTENTIAL CONTRACTOR OR VENDOR:

The Potential Contractor or Vendor shall indicate below the offered price for providing all services proposed including all services as defined in the *Standard* contract Scope of Services of the subject RFP. This Cost Proposal must specifically record below the exact cost amount(s) proposed in the appropriate space(s) as required herein. Said cost proposed must incorporate all cost for the proposed scope of services for the total contract period.

The Cost Proposal shall detail only the cost proposed as required, and shall not detail any other rates, amounts, or information. It shall not detail any text that could be construed as a qualification of the cost proposed. If the Potential Contractor or Vendor fails to specify the Cost Proposal as required, SCBH shall determine the proposal to be non-responsive and reject it.

The Potential Contractor or Vendor must sign and date the Cost Proposal.

Summary Budget Form

RFP # 7884-13 APPLICANT NAME _____

	Fee for Service
SERVICE CATEGORY	Fees
Assessment	
Individual Therapy	
Group Therapy	
Collateral	
Crisis Intervention	
Other (include meeting attendance)	
TOTAL	

Signature

Date

THIS FORM MUST BE SIGNED AND RETURNED WITH YOUR PROPOSAL

Attachment G

**THIS FORM MUST BE SIGNED AND RETURNED WITH YOUR PROPOSAL
RESERVATIONS
RFP # 7884-13**

SCBH Hereby Reserves the Following Rights:

SCBH exclusively reserves the sole and independent rights to make an award in whole or in part or any varying combination of the following requirements that will be in the best interest of SCBH not necessarily to the lowest Contractor but to the bid determined to be professionally and technically able to render services and perform associated work in support of the department and fulfill all contract requirements.

Contractors must quote as prescribed in RFP. Prices must be stated in units as specified below.

All pricing to be quoted in accordance with terms, conditions and specifications as contained in this RFP.

Right of Rejection

SCBH reserves the right, at its sole discretion, to reject any and all bids, or to cancel this RFP in part or in its entirety.

SCBH reserves the right, at its sole discretion, to waive any variances in proposals provided such action is in the best interest of SCBH.

SCBH reserves the unilateral right to amend this RFP at any time. SCBH also reserves the right to cancel or reissue the RFP at its sole discretion.

Any bid received which does not meet the requirements of this RFP, may be considered to be non-responsive, and may be rejected. SCBH may reject any bid that does not comply with all of the terms, conditions, and performance requirements of this RFP.

To cancel any award and re-solicit bids for services herein specified due to the increased or added costs, if in its opinion increased prices are greater than those of the general market.

To cancel any award and re-solicit bids in the event services cannot commence with ten (10) days after the specified date for start of work.

To reject any and all proposals considered not to be in the best interest of SCBH.

To waive any and all minor irregularities in bids.

To reduce or increase any specification, in whole or in part due to budget constraints.

The proposed cost and the submitted technical proposal associated with this cost shall remain valid for at least ninety (120) days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any resulting contract between the contractor and SCBH.

Contractor Signature

Date

PLEASE RETURN THIS FORM WITH YOUR PROPOSAL

THIS FORM MUST BE SIGNED AND RETURNED WITH YOUR PROPOSAL

SIGNATURE PAGE

RFP # 7884-13

Every submittal must contain a fully executed Signature Page, supplying all required information, signature, and typed name and title of the individual legally authorized to commit the Bidder to a binding contract to execute all specifications, provisions, terms and conditions contained herein.

BIDDER _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP + 4 _____

(PRINT) BY: _____

TITLE: _____

TELEPHONE: _____

FAX: _____

EMAIL _____

BY: _____

SIGNATURE

THIS FORM MUST BE SIGNED AND RETURNED WITH YOUR PROPOSAL

Attachment I

**Non-Collusion Affidavit
(To Be Completed and Submitted with RFP)**

State of California
SCBH
RFP # 7884-13

_____, being first duly sworn, deposes and says that he or she is Owner/Officer of _____ the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Date Signed at Place

Bidder Name Authorized Representative
(Person, Firm, Corp)

Address Representative's Name

City, State, Zip Representative's Title

PLEASE RETURN THIS FORM WITH YOUR PROPOSAL

IMPORTANT NOTICE

BID DOCUMENTS TO BE RETURNED RFP # 7884-13

The following forms must be completed and submitted on or before the Submittal Deadline.

- a. Certificate of Compliance
- b. Cost Proposal format
- c. Non-Collusion Affidavit
- d. SCBH Reservations
- e. Signature Page
- f. Bid Documents Return Page
- g. Other as required by RFP

Failure to complete, sign (where required), and return the above bid documents with your quote may render it non-responsive.

ACKNOWLEDGEMENT

PRINT NAME: _____

SIGN NAME: _____

THIS FORM MUST BE SIGNED AND RETURNED WITH YOUR PROPOSAL