California Mental Health Services Authority (CalMHSA)

Request for Proposals (RFP)

LOS ANGELES COUNTY STAKEHOLDER EDUCATION AND ENGAGEMENT VIDEO SERIES ("MHSA 101")

Applications due by 5:00 p.m. on September 29, 2023

Potential responders must submit proposals only through CalMHSA's e-Procurement Portal at: <u>https://calmhsa.bonfirehub.com/</u>

The RFP does not constitute a contract or an offer. In addition, any contract awarded because of this RFP is subject to any additional restrictions, limitations, or conditions required by CalMHSA in any manner. CalMHSA reserves the right to make one award, multiple awards, or to reject all proposals, in whole or in part, submitted in response to this RFP.

CalMHSA reserves the right to amend this RFP via written addendum or cancel the RFP at any time.



CalMHSA — Issuing Body

The California Mental Health Services Authority (CalMHSA) is a Joint Powers of Authority – an independent government entity – formed in 2009 by counties and cities throughout the state to focus on collaborative, multi-county projects that improve behavioral health care for all Californians. By pooling resources, forging partnerships, and leveraging technical expertise on behalf of counties, CalMHSA develops strategies and programs with an eye toward transforming community mental health; creates cross-county innovations; and is dedicated to addressing equity to better meet the needs of our most vulnerable populations.

Overview

CalMHSA is inviting organizations with experience working in diverse communities to submit a proposal to produce an engaging series of educational and informative videos for the Los Angeles County Department of Mental Health's ("LACDMH") stakeholders and community members. The video series will have the dual purpose of educating the audience on the Mental Health Services Act ("MHSA") and subsets of the MHSA as well as providing informative videos on the Stakeholder Engagement and Community Planning process. It is anticipated the videos will cover nine elements of the MHSA, Stakeholder Engagement, and Community Planning Process, however, could consist of more than nine videos should the content call for additional segmentation. The final product will reflect the voices of the stakeholders and may include stories of lived experience with the Los Angeles County public mental health system.

Scope of Work

This high-level scope of work outlines the major expected deliverables the successful organization – and their subcontractors, if applicable – will execute in partnership with CalMHSA and CalMHSA-identified subject matter experts:

- Subject Matter Research: Become familiar with the MHSA Regulations and components. Become familiar with the LACDMH Stakeholder Engagement and Community Planning process. This includes but is not limited to independent research, attendance at public meetings, engagement and interviews with Stakeholders, and a thorough understanding of materials provided by current subject matter experts.
- 2. Strategic Development: Develop a roadmap for the video series including thoughtful consideration of the viewer experience, translation to Spanish and Korean, closed captioning for the remaining threshold languages of Los Angeles County, reflect local dialects, accommodations for viewers living with disabilities, and seamless dissemination of the video series. To the extent possible, integrate leaders from underserved cultural communities and other stakeholder groups into videos to convey key messages.
- 3. Creative Development: Development of a creative approach to effectively disseminate the necessary information. Videos should be both educational and engaging. The successful organization will work with CalMHSA and LACDMH to identify video content and the order in which the viewers should watch the videos. The chosen vendor will obtain feedback from CalMHSA and LACDMH and make appropriate modifications to final products.
- 4. **Dissemination of video content:** The chosen vendor will be responsible for compiling the videos in a way which allows users to move seamlessly from one video to the next during each engagement with the content. Video dissemination will take place no later than March 15, 2024.

Budget

A proposal should include costs for developing the above deliverables. Please include line items for each element of the above deliverables. Indirect costs shall not exceed 15% and deliverables should be inclusive of all direct costs.

Indirect costs include office space rent, utilities, computers, printers, office furniture, supplies, business insurance, accounting services, marketing, and regularly occurring expenses.

Budgets should not exceed \$500,000, inclusive of all costs.

Submission Requirements

Timing: Proposals must be submitted by September 29, 2023, at 5 p.m. Pacific Standard Time through Bonfire https://calmhsa.bonfirehub.com/. ALL PROPOSALS MUST BE SUBMITTED STRICTLY IN ACCORDANCE WITH THE TIME DEADLINE. NO EXCEPTIONS CAN BE MADE FOR LATE SUBMISSIONS.

To be considered, answer the following in order:

- 1. Describe your organization's project plan, which ensures all final videos are delivered no later than March 15, 2024.
- 2. How will your organization ensure final videos are inclusive of the stakeholder voices, are culturally competent, accessible to viewers living with disabilities, and are available in all Los Angeles County threshold languages?
- 3. Describe your organization's experience completing subject matter research required to successfully complete similar projects.
- 4. Describe your organization's experience engaging with diverse community members.
- 5. Describe your organization's experience developing educational videos for a culturally, ethnically, and age-diverse community. Include links to sample videos, if available.
- 6. Provide reference contact information for similar projects.
- 7. Has your organization or any of your organization's staff worked on any previous CalMHSA projects? If so, please provide details.
- 8. Include a deliverable-based budget which allows for up to three rounds of video edits.
- 9. Include brief biographical sketches of the key staff who will be working on this project if your proposal results in a contract.

Submissions should not exceed ten (10) pages, exclusive of staff biographies. Submissions must follow the formatting guidelines outlined in this Request for Proposal. Following the panel review of proposals, CalMHSA reserves the right to invite the top ranked submissions to present to a group (identified by CalMHSA) as the last step in awarding the contract.

Required Timeline

The following timeline includes key deadlines and milestones. The selected vendor will work with CalMHSA to identify implementation and deliverable timelines that meet CalMHSA's goals. Interested organizations that cannot meet the identified project deadlines/milestones should not apply.

Milestone	Deadline
RFP Released/Posted	9/6/2023 by 9am PST
Bidders Conference	9/12/2023 at 3pm PST
RFP Questions Due	9/13/2023 by 5pm PST
RFP Questions Answered & Posted	9/19/2023 by 5pm PST
Proposal Submissions Due	9/29/2023 by 5pm PST
Proposal Review Period	10/2/2023 - 10/6/2023
Notice of Intent to Award Posted	10/24/2023 by 5pm PST
Receipt of Intent to Accept Contract	10/26/2023 by 5pm PST
Contract Execution	11/28/2023
Project Start Date	11/29/2023
Project Conclusion	3/15/2024

How to Submit

All proposals should be electronically uploaded to CalMHSA's e-Procurement Portal: <u>https://calmhsa.bonfirehub.com/</u>.

Joint Proposals and Subcontractors

CalMHSA will accept joint proposals; however, one organization must be listed as the lead proposer. All roles and responsibilities must be clearly described in the proposal. Subcontractors may also be included with clearly defined roles. CalMHSA reserves the right to approve subcontractors during the contract negotiation period.

Review of Applications

CalMHSA will receive all applications and review for completeness and adherence to the RFP rules stated in this document. Following the initial review, all qualified applications will be reviewed and scored by a review panel. The evaluation panel will conduct a fair and impartial evaluation of proposals received in response to this RFP. The review panel is comprised of individuals with varied backgrounds, including professional expertise, lived experience, personal knowledge, etc. Panelists' information will not be disclosed as a matter of confidentiality.

Negotiations with Potential Proposers

Selection will not be based exclusively on price. CalMHSA reserves the right to negotiate with proposers who, in the opinion of the review panel, have submitted the best proposal in an attempt to reach an agreement. If no agreement is reached, CalMHSA may negotiate with other proposers or may choose to extend the proposal period. CalMHSA also reserves the right to meet with vendors to gather additional information. Additional information may include, but is not limited to, a demonstration of the skills described in the proposal.

Protest Procedures

Protests must be received no later than five (5) business days after the Notice of Intent to Award is posted on the CalMHSA website. The sole basis for protest is that the award was (1) in violation of law, (2) in violation of the provisions of this RFP, or (3) in violation of CalMHSA's procurement process. All protests must be in writing and (1) state in detail each and every ground asserted for the protest, citing to the law, RFP provision, or particular provision of the procurement policy on which the protest is based; (2) explain why the error prevented the aggrieved organization from being awarded the contract; and (3) identify the remedy sought.

Within 14 days of receipt of any protest, CalMHSA's Executive Director will provide a written decision which shall be final upon transmission to the protesting party. If the Executive Director determines that the error identified by the protesting party has deprived that party from receiving the contract, the Executive Director may act to rectify the error, including but not limited to cancellation of the RFP or proposed contract, correction or other revision of the awarded contract, termination of an improperly awarded contract, or affirmation of an existing contract if the discovered defect is immaterial or the Executive Director determines that affirmation is in the best interest of CalMHSA.

Notice Regarding Public Records Act Requests

CalMHSA is subject to the Ralph M. Brown Act and the California Public Records Act. All proposals received for this RFP are subject to public review; however, during the competitive bid process, all proposals will be kept confidential. Upon award and execution of contract by awardee(s), all proposals and supplemental information will be subject to public review, except for those elements of a proposal which contain elements that are clearly marked as confidential or trade secrets. Any such designation should be accompanied by a brief explanation of the reason the information is non-public and protected from disclosure under California law. CalMHSA reserves the right to disregard such designations if they have been applied indiscriminately to non- protected information, and in no event shall CalMHSA, its agents, representatives, consultants, directors, or officers be liable to a responding party for the intentional or inadvertent disclosure of all or a portion of a proposal submitted under this RFP, regardless of whether it was marked as confidential or trade secret.

Although the California Public Records Act allows certain confidential or trade secret information to be protected from disclosure, CalMHSA may not be in a position to establish that the information submitted is protected. If CalMHSA receives a request for public disclosure of all or any portion of a proposal that has been designated as exempt from disclosure, CalMHSA will use reasonable efforts to notify the responding party of the request and give such party an opportunity to assert, at its own expense, a claimed exception under the California Public Records Act or other applicable law within the time period specified in the notice issued by CalMHSA and allowed under the California Public Records Act.

Format of Proposal

Proposals shall be in Calibri, 11-point font, double-spaced, and in compliance with the page limits stated above.

Proposals should be submitted in PDF format. Proposals should not be Word or Excel documents, graphicheavy presentations, PDFs of presentations (i.e., PowerPoint, Canva, or Prezi presentations saved as PDF), or contain embedded videos.

Proposals must be submitted through CalMHSA's e-Procurement Portal at: <u>https://calmhsa.bonfirehub.com/</u>. Submissions by other methods will not be accepted.

Browser cookies must be enabled. Respondents should contact Bonfire at Support@GoBonfire.com for technical questions related to submissions or visit Bonfire's help forum at: https://bonfirehub.zendesk.com/hc.

Submission materials should be prepared in the file formats listed under Requested Information for this opportunity in the Bonfire Portal. The maximum upload file size is 1000 MB. Documents should not be embedded within uploaded files, as the embedded files will not be accessible or evaluated.

Contract

The selected contractor must be able to fully execute an agreement with CalMHSA within the timeframe listed above, and the selected contractor must use the CalMHSA contract template. Certificates of Insurance in alignment with terms outlined in the CalMHSA contract will be required at the time of contract execution.

Insurance Requirements

If selected, CalMHSA requires the following minimum insurance coverages:

- <u>Workers' Compensation Insurance</u> Required under California law for any organization who employs employees.
- <u>Automobile Insurance</u> Required for owned and hired automobiles. Employees must be required to carry their own insurance for non-owned vehicles.
- <u>Commercial General Liability Insurance</u> Provides coverage to an organization for bodily injury, personal injury and property damage caused by the organization's operations. CalMHSA requires that an organization's insurance cover liability assumed by the contract, with minimum limits of \$1,000,000 per accident or occurrence.
- <u>Professional Liability Insurance (if applicable)</u> Also known as "errors and omissions insurance".
 Provides coverage to an organization for claims of negligence, breach of contract, etc. CalMHSA requires that an organization's insurance cover liability assumed by the contract, with minimum limits of \$1,000,000 per claim.

Intellectual Property

CalMHSA will require the selected contractor to agree to the following Intellectual Property provisions:

- Contractor hereby assigns ownership of all nonproprietary data, documents, and reports
 produced under this Agreement ("works") to CalMHSA. Contractor agrees to cause its agents and
 employees to execute any documents necessary to secure or perfect CalMHSA's legal rights and
 worldwide ownership in such materials, including documents relating to patent, trademark and
 copyright applications. Contractor is authorized to maintain a copy of all information necessary to
 comply with its contractual obligations and applicable professional standards.
- Notwithstanding the foregoing, Contractor's Intellectual Property ("Contractor IP") that pre-exists
 this Agreement shall remain the sole and exclusive property of Contractor. Contractor shall not
 incorporate any Contractor IP into the works prepared pursuant to this Agreement that would
 limit CalMHSA's use of the works without Contractor's written approval. To the extent that
 Contractor incorporates any Contractor IP into the Works, Contractor hereby grants to CalMHSA a
 non-exclusive, non-transferable, perpetual, worldwide, royalty-free license to use and reproduce
 the Contractor IP to the extent required to utilize the works solely in connection with Contractor's
 use of the deliverable works.
- Contractor acknowledges and agrees that, notwithstanding any provision herein to the contrary, CalMHSA's Intellectual Property ("CalMHSA IP") in the information, documents and other materials provided to Contractor shall remain the sole and exclusive property of CalMHSA, and CalMHSA grants to Contractor a non-exclusive, royalty-free, non-transferable license to use and reproduce CalMHSA IP solely for the purposes of performing its obligations under this Agreement. Any information, documents or materials provided by CalMHSA to Contractor pursuant to this

Agreement and all copies thereof (including Confidential Information) shall upon the earlier of CalMHSA's request or the expiration or termination of this Agreement be returned to CalMHSA, unless retention is permitted or required by the terms of this Agreement.