

**SAN JOAQUIN DELTA COMMUNITY COLLEGE DISTRICT
FRONT END DOCUMENTS**

FOR

MENTAL HEALTH AND WELLNESS SERVICES

Issue Date: July 10, 2024

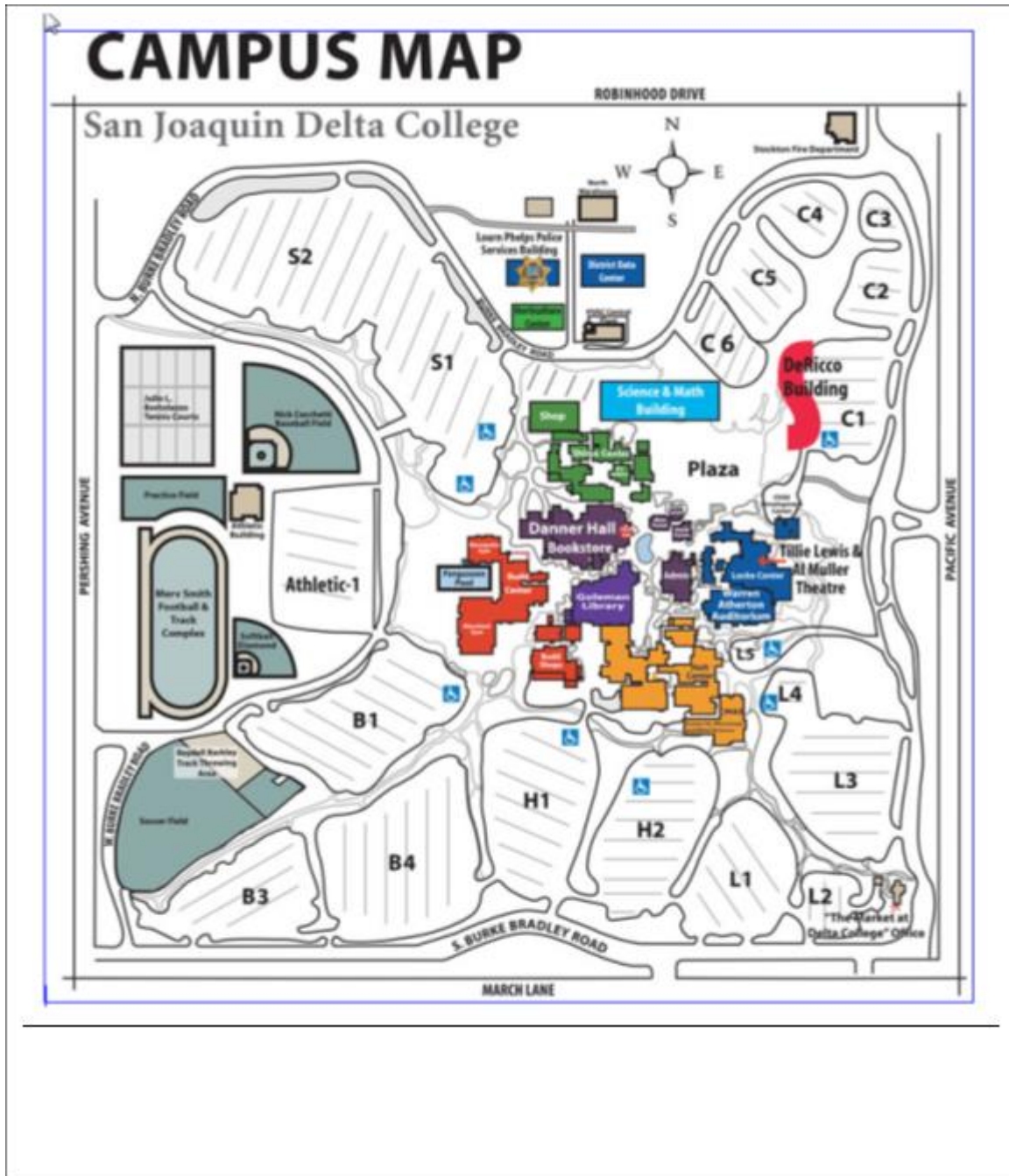


Project No. 2024-RFP-015

Bid Opening: July 10, 2024

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://secure.procurenow.com/portal/deltacollege>



LOCATION MAP

San Joaquin Delta Community College District
5151 Pacific Ave, Stockton Ca 95207

TABLE OF CONTENTS

I.	Introduction.....
II.	Instruction for Bidders
III.	Scope of Work
IV.	Evaluation Criteria
V.	Vendor Submissions.....
VI.	Pricing Table
VII.	Provisions, Affidavits & Certifications

Attachments:

A - 2024-RFP-015_ Sample Agreement

1. Introduction

1.1. Summary

San Joaquin Delta College is seeking suppliers to bid on a five-year contract for mental health and wellness services, via telehealth and onsite on a as needed basis.

1.2. Background

The District is part of the statewide California Community College System, and currently serves over 23,000 students annually. The District is comprised of the Stockton Main Campus, the South Center at Mountain House, and the Manteca Farm. Additional information about the District is available online at <https://www.deltacollege.edu/>.

The District is governed by a Board of Trustees (the “Board”), consisting of seven voting members, elected from trustee areas in general elections throughout the District, and a Student Representative, appointed by Student Government. The Board exists under and derives its powers from the California Constitution and the acts of the State Legislature, and it derives its authority from the California Education Code.

1.3. Timeline

First Publication/Release Project Date	July 10, 2024
Second Publication	July 17, 2024, 8:00am
Question Submission Deadline	July 29, 2024, 2:00pm
Question Response Deadline	August 2, 2024, 5:00pm
Submission Deadline	August 8, 2024, 2:00pm
Contractor Selection Date	August 23, 2024

2. Instruction for Bidders

2.1. Electronic Submittal

The San Joaquin Delta College is accepting electronic bid submissions. Bidders shall create a FREE account with OpenGov Procurement by signing up at <https://procurement.opengov.com/signup>. Once you have completed account registration, browse back to this page, click on "Submit Response", and follow the instructions to submit the electronic bid.

General. Each Bid Proposal must be signed, sealed and submitted to District, using the form provided in the Contract Documents, by or before the date and time set forth in Section 2 of the Request for Bids, or

as amended by subsequent addendum. Late submissions will be rejected. District reserves the right to postpone the date or time for receiving or opening bids. Each bidder is solely responsible for all of its costs to prepare and submit its bid and by submitting a bid waives any right to recover those costs from District. The bid price(s) must include all costs to perform the Work as specified, including all labor, material, supplies, and equipment and all other direct or indirect costs such as applicable taxes, insurance and overhead.

The San Joaquin Community College District will only communicate with one person per Bidder. It is the responsibility of the Bidder to ensure that the District has the correct name and address of the contact person, phone number, and e-mail address. All changes to this solicitation will be made only through written addendum issued via OpenGov. No other changes are authorized. All questions must be submitted by the date and time prescribed using this system. No email or telephone call questions will be responded to.

It is the responsibility of each Proposer to monitor OpenGov for any and all Addenda and to be fully familiar with all the contents thereof.

Electronic Bid Proposal Submittal. All bids shall be submitted before date/time set forth in the Notice to Bidders via the District's procurement portal. Bid Proposals which are not submitted through the procurement portal are non-responsive and will be rejected. The District is not responsible for or liable to Bidders for: (i) inaccessibility of the procurement portal; or (ii) untimely, incomplete or inaccurate data submitted through the procurement portal. Bidders experiencing any technical difficulties with the bid submission process may contact OpenGov Support.

Electronic Submission Requirements. Bidders must enter proposed pricing in the electronic bid form for any and all line items or a lump sum bid amount, as required. The proposed pricing provided in the Bidder's electronically submitted bid form is binding on the Bidder and will be used by the District for determination of the apparent low bid/best value. Bidders must attach pdf file(s) to the electronic bid submission containing all the completed and signed Bid Documents. Bidders experiencing any technical difficulties with the bid submission process may contact OpenGov Support. If you continue to have difficulty, contact the District's Procurement & Contract Department by email at procurement@deltacollege.edu. Neither the District nor the District's bid management system, make any guarantee as to the timely availability of assistance, or assurance that any given problem will be resolved by the bid submission date and/or time.

Bid and Contract Documents. The Bid and Contract Documents are available only through the District's procurement portal. The District's procurement portal may be accessed through the District's Purchasing webpage: <https://www.deltacollege.edu/campus-offices/administrative-services/purchasing/business-opportunities> OR <https://procurement.opengov.com/portal/deltacollege>. Vendors must be registered to view and download the documents. There is no charge to sign up. Any and all Project Addenda will be posted on this portal. It shall be Bidder's sole responsibility to conduct periodic checks of this Project to identify and download any Project Addenda.

Date and Time of Bid Proposal Submittal. The procurement portal clock is controlling and determinative as to the time of the Bidder's submittal of the Bid Proposal. The foregoing notwithstanding, whether or not Bid Proposals are opened exactly at the time fixed in the Call for Bids, no Bid Proposals shall be

received or considered by the District after. Bid Proposals submitted after such time are nonresponsive. Bid results on the District's procurement portal are unofficial and require further review prior to award.

2.2. Selection & Award

- A. **Review.** Responses will be reviewed for responsiveness, evaluated and ranked based on the factors listed in the Evaluation Criteria section. When the evaluation is complete, the Responses will be ranked based on total scores to identify the Response that provides the best value to the District. Acting in its sole discretion, the District may elect to conduct interviews with shortlisted Respondents.
- B. **Award.** The District will award the Agreement, if at all, to the Respondent that is determined by the District, acting in its sole discretion, to offer the best value to the District based on the District's review, as outlined above. District staff will submit its recommendation to the Board or the awarding officer, as applicable, for award of the Agreement to the Respondent that it determines to offer the best value. Respondents will be notified of staff's intended recommendation by a Notice of Selection which will be posted on the website.

2.3. Protest Procedures

Any protest challenging the District's intended selection or the selection process must be submitted no later than 5:00 p.m., on the fifth business day following the date of the Notice of Selection. The protest must be submitted in writing via email to the Procurement, Contracts and Auxiliary Services department, at procurement@deltacollege.edu, and must clearly specify the basis for the protest. The protest will be reviewed by the District's Representative in consultation with District's legal counsel, and their determination on the protest is final. No public hearing will be held on the protest. Time being of the essence, the District reserves the right to proceed with award of the Agreement and commencement of the Services notwithstanding any pending protest or legal challenge.

3. Scope of Work

San Joaquin Delta College (SJDC) recognizes the importance of comprehensive mental health and wellness services to support student success. In addition to the essential requirements and scope of services as outlined in the RFP, vendors must meet the following baseline criteria to be considered:

1. Local Presence and Availability for In-Person Engagements:

- Supplier must maintain physical office location(s) within the state of California, within reasonable commuting distance to SDJC's campus.
- Supplier must be capable of conducting in-person meetings with SJDC staff on a regular basis to ensure consistent communication and collaboration.

2. In-Person Training for Faculty and Staff:

- Supplier must provide in-person training sessions for faculty and staff.

- Trainings must include, but are not limited to, Mental Health First Aid (MHFA), Suicide Prevention (QPR - Question, Persuade, Refer), and other relevant mental health and wellness training programs.
- Supplier must provide a minimum of up to four (4) workshops as needed by District.

3. Participation in Professional Development:

- Supplier must be able to actively participate, in person, in SJDC's Flex Program for faculty and staff professional development.

4. Integrated Basic Needs Support Services:

- Supplier must offer support services that address students' basic needs.
- Services must include benefit screening and identification, live case management, and ongoing support for essential needs such as food, housing, childcare, and transportation.

5. Cloud-Based Digital Platform

- Supplier must provide a digital platform that is entirely cloud-based.
- The platform should require no downloads or installations, ensuring ease of access and usability for students and staff alike.
- All technology should have single sign-on integration

6. Support for Dual Enrollment Students:

- Supplier must be capable of supporting SJDC's Dual Enrollment Program by offering customized mental health and wellness services geared specifically towards high school students enrolled in college classes.
- Supplier must have a proven track record of providing mental health services to students in 9th-12th grade, demonstrating expertise and success in this unique demographic.

7. Administrative service needs:

- Supplier platform should offer data dashboards and reporting capabilities.
- Supplier will need to provide marketing support for student outreach.
- Supplier must be able to provide the District with grant support needs.

By meeting these baseline criteria, vendors will help ensure that SJDC can provide a comprehensive support system that addresses both the mental health and basic needs of its student population, thereby fostering an environment conducive to academic and personal success. The tentative start date of this agreement shall be upon first available Board approval in November 2024 with a valid five (5) year term.

4. Evaluation Criteria

The factors that the District will consider in evaluating Responses are listed below for a total of 100 maximum points, not including the optional interview. The contract will be awarded, if at all, to a single firm for professional services. The proposals will undergo evaluation, any award resulting from this RFP will be made to that firm whose offer conforms to the RFP and it is determined to be the most advantageous, of "best value" to the District, in the sole judgment of San Joaquin Delta Community College. Furthermore, as deemed in the best interest of the District, the District reserves the right to reject any and all proposals or waive any minor irregularity or technicality in proposals received.

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	TRAINING AND DEVELOPMENT	N/A	N/A
2.	RELEVANT EXPERIENCE	N/A	N/A
3.	RESPONSIVENESS AND ACCESSIBILITY	N/A	N/A
4.	PRICING PROPOSAL Proposed pricing proposal will be rated based on overall cost submitted. All pricing proposals will be scored based on the following formula (lowest cost/cost being evaluated x maximum points available = awarded points)	N/A	N/A
5.	TECHNOLOGY AND PLATFORM	N/A	N/A

5. Vendor Submissions

5.1. Advise how your company is able to meet the District needs for all requested training and professional development. *

*Response required

5.2. What is your experience providing mental health services per the scope of work provided in the RFP? What differentiates you from other service providers in this field?*

*Response required

5.3. Where are your physical office locations in California? *

*Response required

5.4. Can you advise of the procedure and response process should the District request an in-person meeting or service? What would be your estimated response time from initial notice?*

*Response required

5.5. How would District students access your services when needed? Provide all forms of technology and accessibility for students and staff. *

*Response required

5.6. In addition to the scope of work provided are there any additional services that your company offers? If so provide a cost proposal for each applicable service. *

*Response required

5.7. Do you agree to the sample certificate to form?*

Yes

No

*Response required

5.8. Upload any additional documentation as needed.

5.9. Non-Collusion Declaration*

The undersigned declares, states and certifies that:

- A. The Bid Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.

- B. The Bid Proposal is genuine and not collusive or sham.

- C. 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 other bidder or anyone else to put in sham bid, or to refrain from bidding.

- D. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price, or that of any other bidder, or to fix any overhead, profit or cost element of the bid price or that of any other bidder, or to secure any advantage against the public body awarding the contract or of anyone interested in the proposed contract.

- E. All statements contained in the Bid Proposal and related documents are true.

- F. The bidder has not, directly or indirectly, submitted the 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 person, corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Please confirm

*Response required

5.10. Drug Free Certificate*

I am aware of the provisions and requirements of California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990.

I am authorized to certify, and do certify, on behalf of Contractor that a drug free workplace will be provided by Contractor by doing all of the following:

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in Contractor's workplace and specifying actions which will be taken against employees for violation of the prohibition;
- B. Establishing a drug-free awareness program to inform employees about all of the following:
 - A. The dangers of drug abuse in the workplace;
 - B. Contractor's policy of maintaining a drug-free workplace;
 - C. The availability of drug counseling, rehabilitation and employee-assistance programs; and
 - D. The penalties that may be imposed upon employees for drug abuse violations;
- C. Requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by subdivision (A), above, and that as a condition of employment by Contractor in connection with the Work of the Contract, the employee agrees to abide by the terms of the statement.
- D. Contractor agrees to fulfill and discharge all of Contractor's obligations under the terms and requirements of California Government Code §8355 by, inter alia, publishing a statement notifying employees concerning: (a) the prohibition of any controlled substance in the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Work of the Contract be given a copy of the statement required by California Government Code §8355(a) and requiring that the employee agree to abide by the terms of that statement.

Contractor and I understand that if the District determines that Contractor has either: (a) made a false certification herein, or (b) violated this certification by failing to carry out and to implement the requirements of California Government Code §§8355, the Contract awarded herein is subject to termination, suspension of payments, or both. Contractor and I further understand that, should Contractor violate the terms of the Drug-Free Workplace Act of 1990, Contractor may be subject to debarment in accordance with the provisions of California Government Code §§8350, et seq.

Contractor and I are aware of the provisions of California Government Code §§8350, et seq. and hereby certify that Contractor and I will adhere to, fulfill, satisfy and discharge all provisions of and obligations under the Drug-Free Workplace Act of 1990.

I declare under penalty of perjury under the laws of the State of California that all of the foregoing is true and correct.

Please confirm

*Response required

5.11. IRAN CONTRACTING ACT CERTIFICATION (Public Contract Code § 2204)*

I am aware of the provisions and requirements of California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990.

I am authorized to certify, and do certify, on behalf of Contractor that a drug free workplace will be provided by Contractor by doing all of the following:

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in Contractor's workplace and specifying actions which will be taken against employees for violation of the prohibition;
- B. Establishing a drug-free awareness program to inform employees about all of the following:
 - A. The dangers of drug abuse in the workplace;
 - B. Contractor's policy of maintaining a drug-free workplace;
 - C. The availability of drug counseling, rehabilitation and employee-assistance programs; and
 - D. The penalties that may be imposed upon employees for drug abuse violations;
- C. Requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by subdivision (A), above, and that as a condition of employment by Contractor in connection with the Work of the Contract, the employee agrees to abide by the terms of the statement.
- D. Contractor agrees to fulfill and discharge all of Contractor's obligations under the terms and requirements of California Government Code §8355 by, inter alia, publishing a statement notifying employees concerning: (a) the prohibition of any controlled substance in the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Work of the Contract be given a copy of the statement required by California Government Code §8355(a) and requiring that the employee agree to abide by the terms of that statement.

Contractor and I understand that if the District determines that Contractor has either: (a) made a false certification herein, or (b) violated this certification by failing to carry out and to implement the requirements of California Government Code §§8355, the Contract awarded herein is subject to termination, suspension of payments, or both. Contractor and I further understand that, should Contractor violate the terms of the Drug-Free Workplace Act of 1990, Contractor may be subject to debarment in accordance with the provisions of California Government Code §§8350, et seq.

Contractor and I are aware of the provisions of California Government Code §§8350, et seq. and hereby certify that Contractor and I will adhere to, fulfill, satisfy and discharge all provisions of and obligations under the Drug-Free Workplace Act of 1990.

I declare under penalty of perjury under the laws of the State of California that all of the foregoing is true and correct.

- Bidder's Proposal is less than one million dollars (\$1,000,000)
- Bidder's Proposal is one million dollars (\$1,000,000) or more, but Bidder is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code § 2203(b), and Bidder is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.
- Bidder's Proposal is one million dollars (\$1,000,000) or more, but the District has given prior written permission to Bidder to submit a proposal pursuant to PCC 2203(c) or (d). A copy of the written permission from the District is included with this Contract.

*Response required

5.12. PIGGYBACK PROVISION*

It is the intent of the District that, pursuant to Public Contract Code Sections 20118 and 20652, other public agencies (city, special district, public authority, public agency, school district or other political subdivision of the State of California), may utilize the provisions of this Bid pursuant to the specifications set forth herein. District waives its right to require such other entities to draw their warrants in the favor of the District and authorizes each agency to make payment directly to the successful Bidder. District shall incur no financial responsibility in connection with a purchase order from another public entity. Bidder's agreement or disagreement to the "piggyback" provision **will not** be a factor in the award. This piggyback will remain available for the duration of the Bid award.

- Yes
- No

*Response required

5.13. AMERICAN PRODUCTS*

Bidder hereby acknowledges that this RFB is subject to the federal regulations requiring the use of materials and equipment manufactured in the United States of America pursuant to the Buy American Act regulations (41 U.S.C.A. 8301 et seq.) Bidders shall ensure compliance with the Buy American Act by incorporating into its services all products and materials that comply with the requirements of the Buy American Act. Bidder's total prices offered through its bid shall incorporate any additional cost to ensure materials compliant with the Buy American Act are provided through its bid and shall assist the District to implement procedures to ensure, and confirm, compliance with the Buy American Act

- Please confirm

*Response required

5.14. NON-DISCRIMINATION CERTIFICATION*

Bidder, hereby certifies that in performing work or providing services for the District, there shall be no discrimination in its hiring or employment practices because of race, color, religion, nationality, national origin, ancestry, sex, gender, gender identity, gender expression, ethnicity, age, medical condition, mental or physical disability, marital status, sexual orientation or Vietnam-era veteran status, except as provided for in Section 12940 of the California Government Code. Bidder shall comply with applicable federal and California anti-discrimination laws, including but not limited to the California Fair Employment and Housing Act, beginning with Section 12900 of the California Government Code.

Please confirm

*Response required

5.15. Acknowledgement*

I certify that I have downloaded, read, understood and agreed to all of the solicitation and contract documents herein

Please confirm

*Response required

6. Pricing Table

Provide the cost to provide all services listed within the scope of work for this RFP for the term of this contract.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Lump sum cost for contract term	1	Term		
TOTAL					

7. Provisions, Affidavits & Certifications

7.1. RESERVATION OF RIGHTS

The District may reject any or all proposals and may waive any immaterial deviation in a Proposal. The District’s waiver of an immaterial defect shall in no way modify the RFP documents or excuse the Bidder from full compliance with the specifications if the Bidder is awarded the contract. Proposals that include terms and conditions other than the District’s terms and conditions may be rejected as being non-responsive. In the event all proposals are rejected or the District determines alternative solutions are in its best interest, the District may cancel this solicitation and pursue alternative sourcing options. The District may make such investigations as deemed necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish all such information and data for this project.

The District reserves the right to reject any submittal made pursuant to this RFP or any subsequent Proposal or bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the District

that such Bidder is properly qualified to carry out the obligations of the contract and to complete the work specified. Additionally, the District reserves the right to request additional performance guarantees if, in the sole opinion of the District, financial stability or capability cannot be established.

7.2. PROPERTY OF THE DISTRICT

Proposals become the property of the District and information contained therein shall become public documents subject to disclosure laws. The District reserves the right to make use of any information or ideas contained in the Proposal. If the Proposer fails to notify the District of a known error that reasonably should have been known prior to the final filing date for submission, the Proposer shall assume the risk. If awarded the contract, the Proposer(s) shall not be entitled to additional compensation or time due to error.

7.3. AWARD OF CONTRACT

The District reserves the right to reject any and all proposals and to award one or more contracts. Award, if any, will be to the Bidder, whose proposal best complies with all of the requirements of the RFP documents and any addenda.

7.4. CONFLICT OF INTEREST

Bidders are advised that Bidders' officers and employees shall comply with the disclosure, disqualification, and other provisions of California's Political Reform Act of 1974 (Government Code Section 81000 et seq.) if their responsibilities include the making or participation in the making of a District decision.

7.5. PUBLIC RECORDS

The District is subject to the provisions of the California Public Records Act (Govt. Code § 7922 et seq.) (the "Act"), and each Response submitted to the District is subject to disclosure as a public record, unless the Response or any portion thereof is exempt under the Act. If a Respondent believes that any portion of its Response is exempt from disclosure under the Act, it must clearly identify the portion(s) it believes to be exempt from disclosure and identify the basis of the exemption. Each Respondent bears the burden of proving any claimed exemption under the Act, and by submitting a Response, a Respondent agrees to indemnify, defend, and hold harmless the District against any third party claim seeking disclosure of the Response or any portions thereof.