

ATTACHMENT E – Actuarial and Contract Negotiation Services

TERMS AND CONDITIONS OF CBH ADMINISTRATIVE PROCUREMENTS

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A. Terms and Conditions of Contract

For the contract entered into by CBH as a result of this RFP, negotiations will be undertaken only with a successful Applicant whose application, including all appropriate documentation, shows it to be qualified, responsible, and capable of performing the work required in the RFP.

The selected Applicant shall maintain full responsibility for maintenance of such insurances as may be required by law of employers, including but not limited to Worker’s Compensation, General Liability, Unemployment Compensation and Employer’s Liability Insurance, and Professional Liability and Automobile Insurance.

The Applicant, as a potential Consultant, is required, per Chapter 17-1404 (1) of the Philadelphia Code, to disclose certain campaign contributions (defined as a provision of money, in-kind assistance, discounts, forbearance, or any other valuable thing) made during the last two years to any of the following:

- a. A candidate for nomination or election to any public office in the Commonwealth of Pennsylvania;
- b. An incumbent in any public office in the Commonwealth of Pennsylvania;
- c. A political committee or state party in the Commonwealth of Pennsylvania; or
- d. A group, committee, or association organized in support of any candidate, office holder, political committee, or state party in the Commonwealth of Pennsylvania.

Further, if the Applicant is an individual and makes campaign contributions totaling over \$2,500 in one calendar year to a candidate for City office or to an incumbent, the individual is not eligible to be a Contractor for over \$10,000 during that candidate or incumbent’s term in office.

Similarly, if the Applicant is a business (i.e. corporation, limited liability company, partnership association, joint venture, or any other legal entity) and makes campaign contributions totaling over \$10,000 in one calendar year to a candidate for City office or to an incumbent, the business is not eligible to be a Contractor for over \$25,000 during that candidate or incumbent’s term in office.

Please refer to the Philadelphia Code, Chapter 17-1404 for a more detailed list of disclosure requirements that might preclude your firm from consideration for an award of this RFP.

B. Minority/Women/People with Disabilities Owned Business Enterprises

CBH is a City-related agency and as such its contracted providers/vendors/consultants must cooperate with the intent of the local municipality regarding minority/women/disabled-owned business enterprises. It is the expectation of CBH that the selected Applicants will employ a “Best and Good Faith Efforts” approach to include certified minority, women and disabled businesses (MBE/WBE/DSBE) in the services provided through this RFP where applicable and meet the intent of MBE/WBE/DSBE legislation.

The purpose of MBE/WBE/DSBE state legislation is to provide equal opportunity for all businesses and to assure that CBH funds are not used, directly or indirectly, to promote, reinforce or perpetuate discriminatory practices. CBH is committed to fostering an environment in which all

businesses are free to participate in business opportunities without the impediments of discrimination and participate in all CBH contracts on an equitable basis.

- For-profit Applicants should indicate if their organization is a Minority (MBE), Woman (WBE), and/or Disabled (DSBE) Owned Business Enterprise and certified as such by an approved certifying agency and/or identified in the OEO Certification Registry. If the Applicant is M/W/DSBE certified by an approved certifying agency, a copy of certifications should be included with the proposal. Any certifications should be submitted as hard copy attachments to the original application and copies that are submitted to CBH.
- Not-for-profit Applicants cannot be formally M/W/DSBE certified. CBH does utilize adapted state definitions to determine the M/W/DSBE status. Criteria are applied to not-for-profit entities to determine M/W/DSBE status in the CBH provider network, as follows (all criteria must be satisfied)
 - At least 51% of the board of directors must be qualified minority individuals and/or women and/or people with disabilities.
 - A woman or minority individual or person with a disability must hold the highest position in the company.
 - Minority groups eligible for certification include African Americans, Hispanic Americans, Native Americans, and Asian Americans.
 - Citizenship and legitimate minority group membership must be established through birth certificates, military records, passports, or tribal cards.
- Not-for-profit organizations may have sub-contracting relationships with certified M/W/DSBE for-profit organizations. Not-for-profits should include a listing of their M/W/DSBE certified sub-contractors, along with their certification information.
- For additional information regarding the Commonwealth of Pennsylvania's M/W/DSBE certification process, go to the following website:
www.dgs.state.pa.us/portal/server.pt/community/bureau_of_minority_and_women_business_opportunities/1358

C. Term of Contract

The initial contract resulting from this RFP will start within 90 days of receipt of the award letter and will apply until CBH deems the project completed. CBH reserves the right to set the rates for this service, budgets and rates notwithstanding. Continuation of funding is contingent upon the availability of funds, quality of service being provided and contract compliance. All contracts become binding on the date of signature by the Applicant's Chief Executive Officer and Community Behavioral Health's Chief Executive Officer. CBH reserves the right to re-issue all or part of the RFP if it is not able to establish acceptable providers for any or all services. CBH also reserves the right to amend contracts throughout the contract period, and to renegotiate the contract length as needed.

D. Revisions to RFP

CBH reserves the right to change, modify or revise the RFP at any time. Any revision to this RFP will be posted on the CBH website with the original RFP. It is the Applicant's responsibility to check the website frequently to determine whether additional information has been released or requested.

E. City/CBH Employee Conflict Provision

City of Philadelphia or CBH employees and officials are prohibited from submitting an application in response to this RFP. No application will be considered in which a City or CBH employee or official has a direct or indirect interest. Any application may be rejected that, in CBH’s sole judgment, violates these conditions.

F. Proposal Binding

By signing and submitting its proposal, each Applicant agrees that the contents of its proposal are available for establishment of final contractual obligations for a minimum of 180 calendar days from the proposal deadline for this RFP. An Applicant’s refusal to enter into a contract which reflects the terms and conditions of this RFP or the Applicant’s proposal may, in the CBH’ sole discretion, result in rejection of Applicant’s proposal.

G. Reservation of Rights

By submitting its response to this notice of Request for Proposals as posted on the CBH website, the Applicant accepts and agrees to this Reservation of Rights. The term “Notice of Request for Proposals,” as used herein, shall mean this RFP and include all information posted on the CBH website in relation to this RFP.

1. Notice of Request For Proposals (RFP)

CBH reserves the right, and may, in its sole discretion, exercise any one or more of the following rights and options with respect to this notice of contract opportunity:

- (a) to reject any and all applications and to reissue this RFP at any time;
- (b) to issue a new RFP with terms and conditions substantially different from those set forth in this or a previous RFP;
- (c) to issue a new RFP with terms and conditions that are the same or similar as those set forth in this or a previous RFP in order to obtain additional applications or for any other reason CBH determines to be in their best interest;
- (d) to extend this RFP in order to allow for time to obtain additional applications prior to the RFP application deadline or for any other reason CBH determines to be in its best interest;
- (e) to supplement, amend, substitute or otherwise modify this RFP at any time prior to issuing a notice of intent to develop a provider agreement or consultant contract to one or more Applicants;
- (f) to cancel this RFP at any time prior to the execution of a final provider agreement or consultant contract whether or not a notice of intent to develop a provider agreement or consultant contract has been issued, with or without issuing, in CBH’s sole discretion, a new RFP for the same or similar services;
- (g) to do any of the foregoing without notice to Applicants or others, except such notice as CBH, in its sole discretion, elects to post on the CBH website.

2. Proposal Selection and Contract Negotiation

CBH may, in its sole discretion, exercise any one or more of the following rights and options with respect to application selection:

- (a) to reject any application if CBH, in its sole discretion, determine the application is incomplete, deviates from or is not responsive to the requirements of this RFP, does not comply with applicable law, is conditioned in any way, or contains ambiguities, alterations or items of work not called for by this RFP, or if CBH determines it is otherwise in their best interest to reject the application;
- (b) to reject any application if, in CBH's sole judgment, the Applicant has been delinquent or unfaithful in the performance of any contract with CBH or with others; is delinquent, and has not made arrangements satisfactory to CBH, with respect to the payment of City taxes or taxes collected by the City, or other indebtedness owed to the City; is not in compliance with regulatory codes applicable to Applicant; is financially or technically incapable; or is otherwise not a responsible Applicant;
- (c) to waive any defect or deficiency in any application, including, without limitation, those identified in subsections 1) and 2) preceding, if, in CBH's sole judgment, the defect or deficiency is not material to the application;
- (d) to require, permit or reject, in CBH's sole discretion, amendments (including, without limitation, information omitted), modifications, clarifying information, and/or corrections to their applications by some or all of the Applicants at any time following application submission and before the execution of a final provider agreement or consultant contract;
- (e) to issue a notice of intent to develop a provider agreement or consultant contract and/or execute a provider agreement and/or consultant contract for any or all of the items in any application, in whole or in part, as CBH, in its sole discretion, determine to be in CBH's best interest;
- (f) to enter into negotiations with any one or more Applicants regarding price, scope of services, or any other term of their applications, and such other agreement or contractual terms as CBH may require, at any time prior to execution of a provider agreement or consultant contract, whether or not a notice of intent to develop a provider agreement or consultant contract has been issued to any Applicant and without reissuing this RFP;
- (g) to enter into simultaneous, competitive negotiations with multiple Applicants or to negotiate with individual Applicants, either together or in sequence, and to permit or require, as a result of negotiations, the expansion or reduction of the scope of services or changes in any other terms of the submitted applications, without informing other Applicants of the changes or affording them the opportunity to revise their applications in light thereof, unless CBH, in its sole discretion, determine that doing so is in and CBH's best interest;
- (h) to discontinue negotiations with any Applicant at any time prior to the execution of a provider agreement or consultant contract, whether or not a notice of intent to develop a provider agreement or consultant contract has been issued to the Applicant, and to enter into negotiations with any other Applicant, if CBH, in its sole discretion, determine it is in the best interest of CBH to do so;
- (i) to rescind, at any time prior to the execution of a provider agreement or consultant contract, any notice of intent to develop a provider agreement or consultant contract to an Applicant, and to issue or not issue a notice of intent to develop a provider agreement or consultant contract to the same or a different Applicant and enter into negotiations with that Applicant, if CBH, in its sole discretion, determine it is in the best interest of CBH to do so;

- (j) to elect not to enter into any provider agreement or consultant contract with any Applicant, whether or not a notice of intent to develop a provider agreement or consultant contract has been issued and with or without the reissuing this RFP, if CBH determines that it is in CBH's best interest to do so;
- (k) to require any one or more Applicants to make one or more presentations to CBH at CBH's offices or other location as determined by CBH, at the Applicant's sole cost and expense, addressing the Applicant's application and its ability to achieve the objectives of this RFP;
- (l) to conduct on-site investigations of the facilities of any one or more Applicants (or the facilities where the Applicant performs its services);
- (m) to inspect and otherwise investigate projects performed by the Applicant, whether or not referenced in the application, with or without consent of or notice to the Applicant;
- (n) to conduct such investigations with respect to the financial, technical, and other qualifications of each Applicant as CBH, in its sole discretion, deem necessary or appropriate;
- (o) to permit, at CBH's sole discretion, adjustments to any of the timelines associated with this RFP, including, but not limited to, extension of the period of internal review, extension of the date of provider agreement or consultant contract award and/or provider agreement or consultant contract execution, and extensions of deadlines for implementation of the proposed project; and
- (p) to do any of the foregoing without notice to Applicants or others, except such notice as CBH, in its sole discretion, elects to post on the CBH website.

3. Miscellaneous

- (a) Interpretation; Order of Precedence. In the event of conflict, inconsistency or variance between the terms of this Reservation of Rights and any term, condition or provision contained in any RFP, the terms of this Reservation of Rights shall govern.
- (b) Headings. The headings used in this Reservation of Rights do not in any way define, limit, describe or amplify the provisions of this Reservation of Rights or the scope or intent of the provisions, and are not part of this Reservation of Rights.

H. Confidentiality and Public Disclosure

The successful Applicant shall treat all information obtained from CBH that is not generally available to the public as confidential and/or proprietary to CBH. The successful Applicant shall exercise all reasonable precautions to prevent any information derived from such sources from being disclosed to any other person. The successful Applicant agrees to indemnify and hold harmless CBH, its officials and employees, from and against all liability, demands, claims, suits, losses, damages, causes of action, fines and judgments (including attorney's fees) resulting from any use or disclosure of such confidential and/or proprietary information by the successful Applicant or any person acquiring such information, directly or indirectly, from the successful Applicant.

By preparation of a response to this RFP, Applicants acknowledge and agree that CBH, as a quasi-public corporation, is subject to state and local public disclosure laws and, as such, is legally obligated to disclose to the public documents, including applications, to the extent required hereunder. Without limiting the foregoing sentence, CBH's legal obligations shall not be limited or expanded in any way by an Applicant's assertion of confidentiality and/or proprietary data.

I. Incurring Costs

CBH is not liable for any costs incurred by Applicants for work performed in preparation of a response to this RFP.

J. Prime Contractor Responsibility

The selected contractor will be required to assume responsibility for all services described in their applications whether or not they provide the services directly. CBH will consider the selected contractor as sole point of contact with regard to contractual matters.

K. Disclosure of Proposal Contents

Information provided in applications will be held in confidence and will not be revealed or discussed with competitors. All material submitted as part of the RFP process becomes the property of CBH and will only be returned at CBH's option. Applications submitted to CBH may be reviewed and evaluated by any person other than competing Applicants. CBH retains the right to use any/all ideas presented in any reply to this RFP. Selection or rejection of an application does not affect this right.

L. Selection/Rejection Procedures

The Applicant whose submission is selected by CBH will be notified in writing as to the selection, and the selection will also be posted on the CBH website. Information will be provided in this letter as to any issues within the application that will require further discussion or negotiation with CBH. This letter should not be considered as a letter of award. A formal letter of award will be forthcoming at such time when mutual agreement has been reached by the parties on all issues pertaining to the application. Applicants whose submissions are not selected will also be notified in writing by CBH.

M. Non-Discrimination

The successful Applicant, as a condition of accepting and executing a contract with CBH through this RFP, agrees to comply with all relevant sections of the Civil Rights Act of 1964, the Pennsylvania Human Relations Act, Section 504 of the Federal Rehabilitation Act of 1973, and the Americans with Disabilities Act, hereby assuring that:

The contractor does not and will not discriminate against any person because of race, color, religious creed, ancestry, national origin, age, sex, sexual orientation, handicap or disability in providing services, programs or employment or in its relationship with other contractors.

N. Life of Proposals

CBH expects to select the successful Applicant as a result of this RFP within approximately 90 days of the submission deadline. However, proposals that are submitted may be considered for selection up to 180 days following the submission deadline of this RFP. By submission of a proposal, respondents agree to hold the terms of their proposal open to CBH for up to 180 days following the submission deadline.

[ACKNOWLEDGEMENT OF CBH ADMINISTRATIVE PROCUREMENT TERMS AND CONDITIONS ON FOLLOWING PAGE]

**ACKNOWLEDGEMENT OF
COMMUNITY BEHAVIORAL HEALTH
ADMINISTRATIVE PROCUREMENTS
TERMS AND CONDITIONS**

Actuarial and Contract Negotiation Services RFP

___ I acknowledge that I have read and understand the preceding Terms and Conditions of Community Behavioral Health Administrative Procurements.

Authorized Signature

Date

Print Name and Title