

**COUNTY OF MARIN**



**DEPARTMENT OF HEALTH AND HUMAN SERVICES**

**DIVISION OF WHOLE PERSON CARE**

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**REQUEST FOR PROPOSAL (RFP)**

**Severe Weather Emergency Shelter Services**

**RFP-HHS-2022-17**

[www.marinhhs.org/rfp/2022-17](http://www.marinhhs.org/rfp/2022-17)

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**DATE ISSUED:**

**SEPTEMBER 19<sup>TH</sup>, 2022**

**DEADLINE FOR SUBMISSIONS:**

**OCTOBER 13<sup>TH</sup>, 2022, 3:00pm PST**

The County of Marin Health and Human Services Department does not discriminate on the basis of sex, race, color, religion, age, sexual orientation, disability, marital status, national origin, citizenship status, genetic information, gender identity and expression, AIDS/HIV, medical condition, political affiliation, military or veteran status, or status as a victim of domestic violence, assault, or stalking in employment or in its educational programs and activities. Requests for disability accommodations may be made by phoning (415) 473-4381(Voice), CA Relay 711 or by e-mail at [disabilityaccess@marincounty.org](mailto:disabilityaccess@marincounty.org).

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## I. BACKGROUND

### A. Department of Health and Human Services Strategic Plan to Achieve Health and Wellness Equity

In 2018, Marin County Health and Human Services (HHS) launched a strategic plan to achieve health and wellness equity in Marin. While income, education, and other socioeconomic and cultural factors play key roles in shaping outcomes in our communities, the direct effects of racism – whether covert or overt, intentional or unintentional, systemic or individual – must be acknowledged and addressed to achieve equity. Research demonstrates independent associations of racial discrimination on driving inequities, including downward mobility.

Central to our efforts on leading with race to achieve equity is treating clients respectfully and with cultural humility. HHS commits to systematically expanding this work throughout the Department and to supporting contracted service providers to do the same. By deepening our understanding of how individuals experience accessing and receiving services, and understanding how services result in outcomes by race and ethnicity, HHS and contracted service providers can identify opportunities to improve service delivery.

HHS recognizes that leading with race to achieve health and wellness equity requires working with our partners in new ways. These collaborations will amplify efforts on leading with race to advance health and wellness equity by aligning and coordinating work, accomplishing more than HHS or any other single organization could do alone.

To achieve these goals, we must work differently across sectors. New and non-traditional partnerships can help remove barriers to opportunity and direct resources toward evidence-based efforts that address historic inequities.

This RFP seeks bids that demonstrate efforts to promote racial equity in providing the proposed services. To learn more about the HHS Strategic Plan to Achieve Health and Wellness Equity, visit: [MarinHHS.org/Equity-Plan](https://MarinHHS.org/Equity-Plan)

### B. Project Introduction

Marin County Health and Human Services (HHS) seeks partners to provide severe weather emergency shelter services. The Division of Whole Person Care's vision is to have multiple successful bidders to provide services at a variety of geographic locations around the county, in congregate (dormitory style) and/or non-congregate (e.g. private rooms) settings. This opportunity is open and available to a wide variety of organizations of different sizes which have experience providing services to people experiencing homelessness.

In 2007, St. Vincent de Paul Society of Marin collaborated with HHS and other partners to create and coordinate a temporary system of rotating nightly shelters, the Rotating Emergency Shelter Team (REST Program), for persons experiencing homelessness during the winter season. The REST Program provided shelter to individuals experiencing homelessness every night throughout the winter, regardless of weather. During this time, HHS coordinated with the REST Program to increase County-funded shelter capacity during severe winter weather events. HHS developed internal policy, procedures, and protocols, as well as weather forecast criteria to determine what would trigger the surge protocol for REST.

In 2018 REST ceased operating. Around the same time, the County and its nonprofit partners shifted the de facto homelessness response from providing temporary shelter and fully implemented a "Housing First" approach. This approach prioritizes providing permanent housing, thus ending individual's homelessness and providing a platform for stability to address comorbid challenges. In Marin, particular focus has been made on housing the most

vulnerable persons experiencing chronic homelessness. Since shifting to the Housing First model, the County has successfully housed more than 500 people, primarily through the use of federal housing vouchers.

However, the County recognizes that expanded temporary shelter capacity during severe weather events, beyond the 190 available year-round beds, still plays a critical role in the health and safety of individuals experiencing homelessness in the County.

The County of Marin's Emergency Operations Center (EOC) will declare a severe weather emergency when conditions meet criteria, which can be found here: <https://www.marinhhs.org/emergency-information>. In the event of activation, the EOC will declare the emergency by 3:00pm the day **before** activation. People in need of services will be referred to the successful bidder(s) that are providing emergency shelter using protocols developed with HHS. While it is impossible to predict what each year's weather will bring, for planning purposes it could be safe to expect 3-10 nights of activation in any given calendar year.

Collaborative proposals that show a strong inter-agency partnership to develop a robust program that does not lead to duplicative or fragmented services are highly desirable. Only one proposal may be submitted from a single bidder.

When preparing a proposal in response to this request, please:

- Carefully read the entire RFP document before you start, and make sure that all procedures and requirements of the RFP are accurately followed and addressed.
- Review answers to questions posted by bidders (Bidders' Conference and/or questions and answers from website), as noticed in this document.
- Carefully review the entire proposal prior to submittal and use the checklist provided in this RFP to make sure everything has been completed as instructed.
- Submit a complete proposal by the required deadline.

## II. PROJECT DESCRIPTION AND EXPECTATIONS

### A. Project Period

The contract award will be made on a competitive bid basis. The anticipated contract period is from November 15<sup>th</sup>, 2022, to June 30<sup>th</sup>, 2023. This contract may be renewed for an additional 4 years before a new procurement process. The County reserves the right to: increase or decrease the contract amount, fund the proposed service in whole or in part, and terminate or extend the program/contract based on funding availability.

### B. Available Funding

A total annual amount of \$202,500 in funding is available for successful bidders and we plan to award contracts to multiple bidders if possible.

### C. Target Population

The target population for this funding is Marin County residents (single adults and families, including children) who are living outdoors.

#### D. Project Description

Marin County Health and Human Services (HHS) seeks partners to provide severe weather emergency shelter services. The Division of Whole Person Care's vision is to have multiple successful bidders to provide services at a variety of geographic locations around the county, in congregate (dormitory style) and/or non-congregate (e.g. private rooms) settings. This opportunity is open and available to a wide variety of organizations of different sizes which have experience providing services to people experiencing homelessness.

The County of Marin's Emergency Operations Center (EOC) will declare a severe weather emergency when conditions meet criteria, which can be found here: <https://www.marinhhs.org/emergency-information>. In the event of activation, the EOC will declare the emergency by 3:00pm the day **before** activation. People in need of services will be referred to the successful bidder(s) that are providing emergency shelter using protocols developed with HHS. While it is impossible to predict what each year's weather will bring, for planning purposes it could be safe to expect 3-10 nights of activation in any given calendar year.

#### E. Intended Outcomes, Goals, or Objectives:

The County's primary goal is safe and respectful shelter for people experiencing homelessness during severe weather emergencies. Objectives for the program are as follows:

- Be able to activate 365 days a year in case of a severe weather emergency. Activation means being set up and ready to receive clients by 5:00pm on the activation date (notice of activation will be given by 3:00pm the previous day)
- Receive referrals from community partners and check clients in who have been referred
- Collaborate with outreach partners to ensure the most medically vulnerable people experiencing homelessness are referred SWES services
- Provide temporary shelter to people experiencing homelessness during a severe weather emergency, including their pets if possible
- Coordinate with other service providers for food, transportation, and other services as appropriate
- Providing services in other languages is desired, but not required
- Document the number of individuals served along with basic demographic information
- Provide list of clients to County and/or record clients in the Homeless Management Information System (HMIS) database, after obtaining proper client authorization and consent

#### F. Reporting and Performance Requirements

Successful bidder must report within 24 hours for each night of operation:

- Number of individuals referred
- Number of single adults served
- Number of families with children served, number of family members in each family, and number of adults and children in each family
- Number of pets served

Successful bidder must report within 7 days:

- Lessons learned and opportunities to improve the severe weather shelter activation process
- Names, dates of birth, and demographic information of individuals served; clients unwilling to share information may be included pseudonymously

### III. REQUIREMENTS AND EXPECTATIONS FOR GRANTEES

If you are an organization that does not meet these requirements independently, consider partnering with an organization that does.

#### A. Summary of Contract Terms, Conditions and Requirements

The contractor shall be required to comply with the Americans With Disabilities Act of 1990, Sections 504 and 508 of the Rehabilitation Act of 1973 as amended, and all other applicable Federal and State accessibility laws and regulations; this Request for Application RFP-HHS-2022-17; and the terms and conditions required by the original funding source for the programs and services described by this RFP and the terms and conditions of the County of Marin's Professional Services Contract. The County's Professional Services Contract contains specific provisions, including but not limited to nondiscrimination in hiring and in the provision of services, program evaluation, record keeping, payments, limitations and obligations, conflict of interest, indemnification and insurance, assignment, and HIPAA. By submitting an Application, the applicant agrees to be bound by all terms and conditions of the County's Standard Professional Services Contract.

#### B. Insurance

The County requires that contractors carry \$1,000,000 in liability insurance (\$2,000,000 aggregate). The County must be named as an additional insured, and specific language must be included on the signed endorsement to the policy. The required insurance coverage requirements include automobile insurance and is described in the County of Marin's Standard Professional Services Contract, attached hereto as Attachment D.

Insurance can be waived in some instances by submitting Exhibit C – attached to a Professional Services Contract. Some valid reasons for waiving insurance include:

- No employees/sole contractor – Workers Comp can be waived
- Not driving on county business or on county property – Auto Insurance can be waived
- Not a certified/ licensed "professional" – certain Professional Liability can be waived

#### C. Administrative and Legal Requirements

1. Contractors will be paid on a monthly basis, following the submission of an invoice for services performed to County's satisfaction. Specific instructions will be provided to the contractor upon award of a contract. Services will be reimbursed for contracted services provided on the monthly invoices, not to exceed the total contract amount. It is the responsibility of the contractor to track expenditures and any services provided by contractor and/or subcontractors. Expenses that exceed the allocation will not be reimbursed.
2. This RFP and any resulting agreement, contract, and purchase order shall be governed by all applicable federal, state, and local laws, codes, ordinances and regulations, including but not limited to, those promulgated by CAL-OSHA, FED-OSHA, EPA, EEOC, DFEH, the California State Department of Health Services, and the County of Marin. All matters and subsequent contract shall be governed by, and in accordance with, the substantive and procedural laws of the State of California. The applicant agrees that all disputes arising out of or in connection with the Professional Services Contract and the procurement process shall be construed in accordance with the laws of the State of California and that the venue shall be in Marin County, California.
3. Nuclear Free Zone: The County is a nuclear free zone, in which work on nuclear weapons or the storage or transportations of weapons-related components and nuclear material is prohibited or appropriately restricted.

The County is prohibited or restricted from contracting for services or products with, or investing County funds in, any nuclear weapons contractor.

4. Non-Appropriations: The County's performance arising from this RFP process is contingent upon the availability of funds. Should funds not be appropriated or otherwise made available to the County, any contract entered into pursuant to this RFP will be terminated with respect to any payments for which such funds are not available.
5. Applicant must be legally authorized to conduct business in the State of California and have established administrative and program resources to provide services in Marin County. The applicant must also have appropriate federal, state and local permits or certifications necessary to perform the services that are the subject of this RFP.
6. Prior to executing a contract, the applicant (and any subcontractors/partners) must be able to provide the following written policies and procedures that comply with and are otherwise acceptable to the federal, state and local statutes, laws, regulations, and ordinances:
  - a. Conflict of interest policy for staff and governing boards, if applicable.
  - b. Grievance procedure for customers and clients.
  - c. Does not discriminate against nor deny employment or services to any person on the grounds of race, color, religion, sex, national origin, age, disability, citizenship, political affiliation or belief.
  - d. Complies with the 1990 ADA, the Americans with Disabilities Act, Sections 504 and 508 of the Rehabilitation Act of 1973 as amended, and all other applicable Federal and State accessibility laws and regulations.
7. Applicants must have proven fiscal capacity including capacity for fund accounting.
8. Applicants must have access to non-County funds sufficient to cover any disallowed costs that may be identified through the audit process.
9. Applicants must agree that state, federal, and local monitors or auditors may review provider facilities and relevant financial and performance records to ensure compliance with funding requirements.
10. Applicants must be eligible to receive Federal funds.
11. Contractors must comply with all reporting requirements set forth by the Marin Department of Health and Human Services and the State Department of Health Care Services.
12. Applicants must have the demonstrated ability to collect outcome data, which measure performance to plan.
13. If applicable, Contractor shall maintain medical records required by the California Code of Regulations. Notwithstanding the foregoing, Contractor shall maintain beneficiary medical and/or clinical records for a period of ten (10) years, except that the records of persons under age eighteen (18) at the time of treatment shall be maintained: a) until one (1) year beyond the person's eighteenth (18th) birthday or b) for a period of ten (10) years beyond the date of discharge, whichever is later.

14. Contractor agrees to administer/utilize any and all survey instruments as directed by the County Department of Health and Human Services, including outcomes and satisfaction measurements if applicable. Contractors must also comply with all reporting requirements set forth by the Department of Health and Human Services and the State Department of Health Care Services, including, but not limited to, completion of cost reports, annual provider self-audits and site visits.
15. Cultural Competency: It is recommended (but not required) that all program staff shall receive at least four hours of in-service training per year on some aspect of providing culturally and linguistically appropriate services.

Applicants who do not meet these minimum requirements may be deemed non-responsive and may not receive further consideration. Any application that is rejected as non-responsive will not be evaluated and no score will be assigned.

#### IV. TENTATIVE TIMELINE

All applicants are hereby advised of the following schedule and will be expected to adhere to the applicant- related deadlines below:

RFP Released to Prospective Applicants	Monday, September 19 <sup>th</sup> , 2022
Question/Answer Period Opens	Monday, September 19 <sup>th</sup> , 2022
Bidder’s Conference	Tuesday, September 27 <sup>th</sup> , 2022, 1:30pm
Question/Answer Period Closes	Tuesday, September 27 <sup>th</sup> , 2022, by 3:00pm
RFP Answers Posted	Thursday, September 29 <sup>th</sup> , 2022
RFP Due	Thursday, October 13 <sup>th</sup> , 2022, by 3:00pm
Application Review and Selection Process	Friday, 10/14 – Thursday, 10/20, 2022
Notification of Intent to Award	Friday, October 21 <sup>st</sup> , 2022
Protest Period	Friday, 10/21 – Thursday, 10/27, 2022
Board of Supervisors contract approval*	November 15 <sup>th</sup> , 2022
Tentative Contract Start Date**	November 15 <sup>th</sup> , 2022

\*Date subject to Board of Supervisors schedule and County budget and contract processes.

\*\*Contract start date is contingent upon the approval of the Board of Supervisors.

#### V. APPLICATION INSTRUCTIONS

In responding to the RFP (the submission is hereinafter referred to as “Application” or “Letter(s) of Interest”), use the outline as it appears below and label your responses accordingly. If the total number of pages exceeds the parameters stated below, the additional pages will be discarded and will not be reviewed by the Application Review Committee. A non-response will result in disqualification of the Application. Ensure that all applicable fields are completed and that the cover page is signed.

## A. Cover Page (1 Page Limit – Use Template Provided in Attachment A)

Complete and sign the attached Cover Page (Attachment A) to the County of Marin. Include (1) Legal Name of Individual or Organization Submitting Letter of Interest, (2) Address, (3) Telephone Number and E-mail, (4) Contact Person, (5) Contact Person's E-mail Address, (6) Type of Organization, if applicable, (7) Date of Submission, (8) Federal Tax ID, and (9) Funding requested.

## B. Project Narrative (5 Page Limit)

Please address all the following questions in your project narrative in 5 pages or less.

### Required Questions:

1. What is your experience with and current capacity to provide services through an equity and inclusion perspective which meets the diverse linguistic, cultural, gender and other needs of the target population?
2. What is the maximum number of people that your organization can serve per night? (Priority will be given to organizations that can serve a minimum of 20 people per night.)
3. What is the maximum number of sites your organization can operate as a severe weather shelter per night?
4. What type of location(s) will you use to provide shelter during a severe weather emergency? (e.g., congregate/communal; motel/private rooms; other)
5. Where in Marin will the site(s) be located?
6. What population would you be able to serve? (e.g., single adults; families with children; people with pets)
7. In which languages can your organization provide services?
8. In the case of a multiple day severe weather situation, can your organization operate 24 hours a day? If maybe, please describe how you would do this.
9. What is the maximum number of nights that your organization can provide services?
10. Are there any dates your organization cannot provide services?
11. In the event of activation, the EOC will declare the emergency by 3:00pm the previous day. Given this information, how would you prepare and receive referrals?
12. How will you collaborate with outreach partners to ensure the most medically vulnerable people experiencing homelessness are referred to your organization's SWES?
13. What type of services does your organization typically offer?
14. What is your experience providing services to people experiencing or at-risk of homelessness, with complex needs, and/or providing trauma-informed care?
15. What is your experience providing accommodations to persons with disabilities? Please site examples of how you have modified your programs or services in the past to ensure people with disabilities have equitable access. What have you learned from doing so and how has that informed any changes within your organization? If you have not done this, would you be able to do so in the future? If yes, explain how.
16. Describe the organization's experience reaching and serving persons of color (non-Caucasian or White individuals) in Marin County. Explain how specific services were provided. Include the organization's experience working or partnering with community partners that serve communities of color.
17. Does the organization have any unresolved audit or monitoring findings, or any deobligation of funds?

### C. Budget (2 Page Limit - Use Template Provided in Attachment B)

1. Provide a detailed project budget for the project period from November 15<sup>th</sup>, 2022, to June 30<sup>th</sup>, 2023, including any one-time expenses using Attachment B.
2. Please use the Budget Narrative to explain any calculations or other elements of the budget that may require explication.

### D. Supplemental Materials (5 Page Limit Excluding Insurance Documents)

Please include as an attachment any information that will supplement the strength of your application. This can include – but is not limited to – job descriptions; evidence of prior program performance; explanatory letters regarding audit findings, deobligation, or other issues described in Section B – Applicant Capability; and/or letters of commitment if you/your agency is proposing to subcontract or establish a formal collaboration to provide services. Please do not attach more than 10 (excluding insurance documents) pages of material, total, and do not write additional narrative. Please only attach documents that enhance or explain aspects of your application and, in the main body of the proposal, please reference the attachments in order to guide reviewers to the applicable supplemental material. The supplemental information will not be scored but may be used to inform scoring of other sections of the proposal.

Please provide proof of insurance by including a Certificate of Insurance with General Liability, Worker’s Compensation, Automobile Insurance, and Professional Liability insurance. See attached sample of a Certificate of Insurance – Attachment C. See page 6, Section III B for more details on insurance requirements.

## VI. APPLICATION SUBMISSION REQUIREMENTS

### A. General Policies

1. The County assumes no obligation for any of the costs associated with responding to this RFP including, but not limited to, development, preparation, and submission of applications.
2. This RFP is in no way an agreement, obligation, or contract between County and any applicant.
3. The applications will become the property of the County upon submission and may be subject to the terms of the California Public Records Act (“PRA”), as required by law.
4. By submitting an application, applicants acknowledge and agree as follows: that the County is a public agency subject to the disclosure requirements of the PRA; that applicants must clearly identify all proprietary information that is contained in the application submitted to the County, if applicant claims that such information falls within one or more PRA exemptions; that applicants must mark said proprietary information as “CONFIDENTIAL AND PROPRIETARY” and must identify the specific lines containing the information; that the County will make reasonable efforts to provide notice to the applicants prior to such disclosure in the event of a PRA request; that applicants are required to obtain a protective order, injunctive relief, or other appropriate remedy from the Marin County Superior Court, before the County’s deadline for responding to the PRA request; that if an applicant fails to obtain such remedy within County’s deadline for responding to the PRA request, County may disclose the requested information without penalty or liability; and that applicants shall defend, indemnify, and hold County harmless against any claims, action, or litigation, including but not limited to all judgments, costs, fees, and attorney fees that may result from denial by County of a PRA request for information arising from any representation or any action (or inaction), by the applicants.

5. After submission of the application and closing of the application period, no information other than what is outlined in this RFP will be released, until an award becomes final.
6. The County reserves the right to make an award without further discussion of the applications received. Therefore, it is important that the application be submitted initially on the most favorable terms from both a technical and cost standpoint.
7. While it is the intention to award the contract to one applicant, the County reserves the right to split the award in any manner deemed most advantageous to the County. The County also reserves the right to increase or decrease the award amount.
8. The County reserves the sole right to interpret, change or terminate any provision of the RFP at any time prior to the submission date. Any such interpretation or change shall be in the form of a written addendum and shall become part of the RFP. The County also reserves the right to accept and reject any or all of the RFP, cancel the RFP in whole or in part, or terminate the process and elect to operate by other means.
9. An applicant may not be recommended for funding, regardless of the merits of the application submitted, if it has a history of contract non-compliance with the requirements of HHS or other funding source or poor past or current contract performance with any HHS or other funding source. The applicant may be given a provisions award with the stipulation that special terms and conditions regarding the areas of concern will be a part of the contract.
10. An application may be **immediately** rejected and disqualified for any of the following reasons:
  - a. The application is not received at the time and place specified in the RFP;
  - b. The application does not adhere to the required material elements of format and guidelines or substantive requirements set forth in this RFP;
  - c. Evidence indicates that the applicant, applicant's staff or consultants have in any way attempted to influence the confidential nature of the review through contact with Marin County staff or members of the selection review committee.

## B. Submission Deadline and Format

Please e-mail a PDF version of your application including all attachments **no later than 3:00pm PST on Thursday, October 13<sup>th</sup>, 2022, to [msargin@marincounty.org](mailto:msargin@marincounty.org)**. No verbal applications will be considered.

1. Proposals must be received by the date and time recited above. It is up to the applicant to ensure that the application was received by the date and time recited above. Proposals, modifications, or corrections received after the deadline specified will not be considered, except if such modifications or corrections were at the County's request.
2. Only Applications submitted in the format described within this RFP will be considered. Applications must be submitted via e-mail to [msargin@marincounty.org](mailto:msargin@marincounty.org) with PDF on standard 8-1/2" x 11", typed, in no less than 12-point typeface, with 1" margins and pages numbered consecutively. Must be in accessible format.
3. An Application may be rejected if incomplete, if it contains any alterations of form, or if it contains other irregularities of sufficient magnitude or quantity to warrant a finding of being substantially non-compliant.
4. The County may in its discretion accept or reject in whole or in part any or all Applications, may cancel, amend or reissue the RFP at any time prior to contract approval and may waive any immaterial defect in an Application. The County's waiver of an immaterial defect shall in no way modify the Application requirements or excuse the applicant grantee from full compliance with the objective if awarded the contract.

5.

Section	Page Limit
Cover Page (Attachment A)	1
Project Narrative	5
Budget & Budget Narrative	2 – Attachment B
Supplemental Materials	5 (Excluding Insurance Documents)
Total	13

### C. Contact between Applicant and County

- (1) **County staff contact:** During the period from issuance of this RFP and the award of the contract to a successful applicant, contact regarding the specific subject of this RFP between potential or actual applicant and County staff is restricted under the terms of this section. Except as otherwise expressly authorized in this RFP, neither applicant nor County staff shall discuss, question or answer questions, or provide or solicit information, opinion, interpretation, or advocate or lobby regarding this RFP. A documented instance of such contact by an actual or potential applicant shall be grounds for disqualification from the process. County staff shall be defined as any County employees, agents or contractors involved in or connected with this RFP process.
- (2) **Questions regarding the RFP:** To maintain a fair and impartial process, all questions regarding this RFP must be submitted in writing via the County’s website and contain a contact name and address. All questions and responses will be available on the County’s website on or before **3:00pm on Tuesday, September 27th, 2022.** No telephone consultation will be provided. **Questions must be submitted via the County website at <https://www.marinhhs.org/rfp>**
- (3) **Pre-Proposal Bidder’s Conference:** There will be a non-mandatory pre-proposal bidder’s conference at the date and time listed below. Attendance is optional and not a pre-requisite for submission of a proposal. All questions asked and answers given will be posted via the County website at <https://www.marinhhs.org/rfp>

Date: Tuesday, September 27<sup>th</sup>, 2022

Time: 1:30 – 2:00pm PST

Location: via Zoom at this link: <https://us06web.zoom.us/j/89269196252>

## VII. APPLICATION REVIEW AND SELECTION PROCESS

### A. Application Review and Selection

HHS staff will conduct an initial technical review to ensure that the format requirements outlined in this RFP have been fulfilled. If any of the material format or substantive requirements is missing or incorrect, the application may be disqualified.

All applications that pass the initial technical review will be submitted to an Application review committee that shall evaluate and rank the applications. The committee will be comprised of parties knowledgeable about the services sought by this RFP from diverse backgrounds, **including persons with lived experience from the target population of this RFP**, representatives from other county departments, representatives from local advisory boards or community-based organizations, and/or any other individuals that HHS deems capable and appropriate for the selection of potential providers. The committee shall not include any potential contractors, and no committee member may apply or assist others in applying for this contract.

The purpose of the evaluation is to determine which applicants demonstrate the skills, expertise and experience to successfully perform the tasks specified in the RFP. Each committee member will read and score each application based on the evaluation criteria listed below. The County reserves the right to seek clarifying or additional information from applicants, potentially including site visits or agency interviews.

The committee will make an award recommendation to the Director of Whole Person Care or the Director of Health and Human Services, or designee, who will make the final recommendation to the Marin County Board of Supervisors or County Administrator.

Prior to making an award, the County may choose to conduct interviews with applicants. The purpose of the interviews would be to ask follow-up questions that may arise from the review committee and collect any additional information not gleaned from the Applications. The County may also request additional information necessary to determine the applicant’s financial stability, ability to perform on schedule or willingness to incorporate additional features in the application, and any other relevant information necessary to make the award.

Once a decision is made, a Notice of Intent to Award will be emailed to all applicants evaluated by the committee.

EVALUATION CRITERIA	POINTS
Project Narrative	35
Organizational Experience/Capacity to Activate Quickly and Provide Safe Respectful Services	35
Budget and Budget Narrative	25
Overall Quality, Coherence, and Completeness	5
<b>Total</b>	<b>100</b>

**B. Protest Procedure**

Within five calendar days of the issuance of a notice of intent to award the contract, any Applicant that has submitted a proposal may submit a written notice of protest. The notice of protest must include a written statement specifying in detail each and every ground asserted for the protest. The protest must be signed by an individual authorized to represent the Applicant, and must cite the law, rule, local ordinance, procedure or RFP provision on which the protest is based. In addition, the Applicant must specify facts and evidence sufficient for the County to determine the validity of the protest.

**Delivery of Protest:**

All protests must be submitted in writing and received by 5:00pm PST on Thursday, October 27<sup>th</sup>, 2022 by email to Gary Naja-Riese, [gnajariese@marincounty.org](mailto:gnajariese@marincounty.org), or at the following address:

Marin County Department of Health and Human Services,  
 Gary Naja-Riese  
 1177 Francisco Blvd E, Ste B  
 San Rafael, CA 94901

If a protest is mailed via U.S. Mail, it must be postmarked within 5 calendar days of the notice issuance. The Applicant bears the risk of non-delivery.

The protest will be forwarded, through the appropriate administrative channels, to the Director of the Marin County Department of Health and Human Services, or designee. The Department Director or designee may review the original RFP Application(s), the public notice, the Request for Application document, and the scoring instruments of the Application review committee, and any other document deemed appropriate. The Department Director or designee will provide a written response to the protest, including any action that will be taken, if applicable. The decision of the Department Director or designee shall be final.

### C. Post Award

Once the Notice of Intent to Award has been issued, the provider selected will be contacted to execute the County's Standard Professional Services Contract. At that time, the selected provider and the County may discuss adjustments to the budget and the scope of work. **No other provisions of the Professional Services Contract will be negotiated.** Refer to Attachment D for a copy of the County's Professional Services Contract.

The applicant grantee awarded a contract under this bid process will be required to adhere to the reporting requirements set forth by HHS, as well as to provide any additional data needed to satisfy other County, state, or federal reporting requirements.

For the duration of the contract period, contract renewals are contingent upon the demonstration of progress in achieving measurable results to the County's satisfaction and compliance with all contract requirements, as well as the continued availability of contract project funding.

Award of a contract under this process does not preclude the County from conducting another RFP process for these services at a future date.