

COUNTY OF MARIN



**DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF BEHAVIORAL HEALTH AND RECOVERY SERVICES**

REQUEST FOR PROPOSAL (RFP)

Community Substance Use Prevention Coalition - Southern Marin

RFP-HHS-2022-12

www.marinhhs.org/rfp/2022-12

DATE ISSUED: 7/26/2022

DEADLINE FOR SUBMISSIONS: 8/25/2022 3:00pm PST

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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

B. Substance Abuse Prevention and Treatment Block Grant (SABG)

The Marin County Department of Health and Human Services is committed to providing a continuum of substance use prevention, intervention, treatment, and recovery support strategies and services. Through this commitment, the Department works with its partners to impact social norms, break down stigma and ultimately, create a culture in which substance use is viewed as a health condition and not a behavioral problem. Primary prevention services play a critical role in BHRS continuum of care. Primary prevention efforts focus upstream on changing community norms and policies that impact the access, availability and use of alcohol and other drugs.

Following an extensive community planning process, Marin County developed its five-year Substance Use Prevention Strategic Plan (2020-2025). This Plan guides the priorities, strategies and funding allocated under the federal Substance Abuse Prevention and Treatment Block Grant (SABG). Based on a comprehensive assessment, the goals of SABG-funded prevention work for 2020-2025 are:

- Reduce underage alcohol use
- Reduce underage marijuana use
- Reduce prescription drug (including opioids) misuse, particularly among youth and young adults

Additional information about the Strategic Planning process, as well as a copy of the Prevention Strategic Plan, can be viewed here: [Substance Use Prevention Strategic Plan](#).

To achieve the goals outlined in the Strategic Plan, the Division of Behavioral Health and Recovery Services (BHRS) is re-allocating existing funding and issuing a series of Requests for Proposals (RFP). This RFP is specifically designed to establish and implement **one (1) Substance Use Prevention Community Coalition** in Southern Marin.

Community coalitions are comprised of diverse sectors of the community including local government, parents, teachers, law enforcement, businesses, religious leaders, health providers and other community activists who are mobilizing at the local level to make their communities safer, healthier and free from the problems associated with alcohol, tobacco and other drug use.

Coalitions are an evidence-based strategy that promotes coordination and collaboration and makes efficient use of limited community resources. By connecting multiple sectors of the community in a comprehensive approach, community coalitions are able to plan, coordinate and achieve measurable outcomes.

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.
- 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 October 2022 through June 30, 2025. Annual renewals will be contingent upon the demonstration of progress in achieving measurable results, compliance with the policies and procedures set forth by the Substance Abuse Prevention and Treatment Block Grant (SABG) and Division of Behavioral Health and Recovery Services, and the availability of funding. 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

The County intends to fund one (1) Coalition. Below are the projected allocations for each Coalition for each fiscal year.

FY 2022-23: \$52,500 (Pro-rated based on an approximate 9-month period)

FY 2023-24: \$70,000

FY 2024-25: \$70,000

The funding source is the federal SABG grant – Primary Prevention and ARPA.

Proposed Project/Scope of Work

Purpose and Intention of Community Coalitions

Prevention of substance use disorders before they start has shown both positive outcomes and cost-effectiveness. Marin County's primary prevention services aims to prevent substance use and misuse by supporting the development and maintenance of protective factors and by mitigating risk factors. While primary prevention can be considered the gold standard, prevention activities are important across a spectrum. Additional information regarding the Spectrum of Prevention, can be viewed here: [Spectrum of Prevention](#)

Awards are intended to support community-based coalitions. For the purposes of this Request for Proposals (RFP), a coalition is defined as a formal arrangement for cooperation and collaboration between groups or sectors of a community, in which each group retains its identity but all agree to work together toward a common goal of building a safe and healthy community free from alcohol, tobacco and other drug problems.

Effective location coalitions are comprised of a broad sector of community organizations, agencies and individuals working collaboratively to address alcohol and other drug issues. Evidence based practice recommends that the following sectors of the community are included in the coalition: youth (an individual 18 or younger); parent/caregiver; business; media; school; youth-serving organization; law enforcement; religious or fraternal organization; civic or volunteer group; healthcare professional; State, local, or tribal governmental agency; and other organization involved in reducing substance use issues.

Coalitions receiving funds are expected to work within their communities to identify and address local substance use issues in alignment with the Prevention Strategic Plan. Coalitions should engage local leaders in an ongoing effort to better understand local challenges and to generate lasting change in the community.

Organizations are required to develop and utilize environmental strategies based on a community systems perspective that views a community as a set of persons engaged in shared social, cultural, political, and economic processes. Environmental strategies are based on the belief that substance use is a product of multiple environmental conditions and circumstances. According to this view, individuals do not engage in substance use solely on the basis of personal characteristics, but rather as a result of a complex set of factors in their environment. These include: the rules and regulations of the social institutions to which individuals belong, the norms of the communities in which they live, the mass media messages to which they are exposed, and the accessibility of alcohol and other drugs. Therefore, effective prevention requires “intervention” in various facets of community life that are designed to change individuals and the environment in which they live.

More specifically, environmental strategies seek to: (1) limit access to substances, (2) change the culture and context within which decisions about substance use are made, and/or (3) reduce the prevalence of negative consequences associated with substance use (such as motor vehicle crashes, sexual assaults, etc.).

Funds under this grant may not be used for activities or interventions directed at specific individuals or small groups. The primary purpose of the funding is to engage youth and adults as leaders in environmental prevention efforts to reduce and prevent substance use misuse in the community by generating positive, lasting changes to local policies, organizational practices, the consistent enforcement of laws and policies, and sustaining community efforts over time.

C. Proposed Project Design

Overview of Implementation Timeline and Activities

Year 1 (October 2022 - June 30, 2023)

Year 1 of the project will focus exclusively on completing the formation of the community coalition, participating in any training, and developing a scope of work/implementation plan for Years 2 and 3. If applicants already have a coalition in place and strategies identified that address the Strategic Plan goals, implementation can commence during Year 1.

Marin County BHRS will be contracting with a consultant to provide no-cost training and technical assistance to assist with capacity building for the Coalitions.

Years 2 - 3 (July 1, 2023 – June 30, 2025)

Years 2 – 3 of the projects will focus on implementing the strategies identified in the scope of work/implementation plan, which include:

- Develop and implement an action plan that includes at least one initiative annually to address underage marijuana use
- Develop and implement an action plan that includes at least one initiative annually to address underage alcohol use

Issues and strategies should be culturally relevant and community specific. Examples of initiatives will vary by community need and readiness and may include implementing new or updating or enforcing existing policies, such as Social Host Ordinances, school marijuana policies, responsible retailing policies, dispensary density, school alcohol policies, etc.

Other Activities

- Participate in Marin Prevention Network meetings, including applicable Action Teams.

The Marin Prevention Network is a collaboration of community coalitions, organizations and individuals actively seeking to change norms, policies, and laws that affect the availability, promotion, sale, and use of alcohol and other drugs. The Marin Prevention Network’s goal is to create a supportive and healthy environment for all youth in Marin County. The Marin Prevention Network organizes around group defined initiatives and works to create change through member participation in Action Teams. Additional information about MPN can be viewed here: <https://marinpreventionnetwork.org/>

- Participate in school and media-related initiatives that align with the work outlined in the Coalition’s action plan.

Staffing Support

In order to ensure that the coalition receives adequate support and coordination to implement efforts, each applicant should identify a new or existing staff position that will be responsible for supporting the coalition, communicating with the Department of Health and Human Services, completing reporting requirements and assuring implementation of the project. An existing staff person may be identified, and their hours extended, or duties reassigned to accomplish this role.

D. Reporting and Performance Requirements

The contractor will be required to meet mutually developed reporting requirements, including but not limited to, monthly reporting of CalOMS Prevention data through the PPSDS data collection system, completion of an annual report, completion of a cost report, and participation in an annual Provider Self-Audit, fiscal monitoring and program site visit. The contractor is also responsible for program evaluation, fiscal record keeping, necessary audits and other assurances included in the Professional Services Contract (Attachment C) and as required by the California Department of Health Care Services and Marin Department of Health and Human Services.

E. Eligible Bidders

Any non-profit agency or legally incorporated municipality in the State of California, County of Marin legally entitled to do business in the State of California and possessing the necessary licenses and certifications is eligible to apply.

Should an applicant propose to collaborate or subcontract with another agency or individual legally entitled to do business in the State of California and possessing the necessary licenses and certifications, the applicant must include a letter of participation from the proposed entity(ies) and include the specific duties being proposed under the collaboration or subcontract. The contract amount shall be reflected in the budget.

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 grantee shall be required to comply with Public Law 102-321 (1992) which enacted the Alcohol, Drug Abuse, and Mental Health Reorganization Act, 42 CFR Part 96; Division 10.5, California Health and Safety Code; Title 9, California Code of Regulations; Americans With Disabilities Act of 1990; Sections 504 and 508 of the Rehabilitation Act of 1973 as amended, this Request for Proposal RFP-HHS-2022-12; and the terms and conditions required by the original funding source for the programs/services described by this RFP; and the terms and conditions of the County of Marin's Standard 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. Prior to submitting an application it is strongly suggested that applying entities be certain of the ability to secure this insurance and the additional insured endorsement if they are awarded the contract.

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 is 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: 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. At least once per year and upon request, Contractor shall provide County with a schedule of in-service training(s) and a list of participants at each such training. Programs should implement National Culturally and Linguistically Appropriate Services (CLAS) Standards.

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 Time Schedule

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

RFP Advertised	July 26, 2022
RFP Released to Prospective Applicants	July 26, 2022
Question/Answer Period Opens	July 26, 2022
Question/Answer Period Closes	August 11, 2022/3:00 pm
RFP Answers Posted	By August 12, 2022
RFP Due	August 25, 2022/3:00pm
Application Review and Selection Process	Early September 2022
Notification of Intent to Award	Mid September 2022
Protest Period	Mid September 2022
Contract Start Date**	October 2022

**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. Applicant Capability (Limit 3 pages per Program Proposal)

1. Describe your experience convening community coalitions

Please describe your experience convening collaboratives and/or community coalitions. Include a brief overview of the following:

- Key activities/actions of coalition
- Membership and how coalition members reflect the proposed community/population served
- Duration of coalition
- Notable outcomes and successes of coalition
- Detail on whether the scope of duties in the RFP will be incorporated into your current coalition or will be a new coalition

If the applicant does not have any experience convening community coalitions, please describe the following:

- Plan for reaching out to and engaging community members, organizations and other stakeholders to create a coalition. Refer to the Proposed Project/Scope of Work section of the RFP for a listing of stakeholders typically included in a community coalition.
- Experience partnering with stakeholders you are seeking to include in the coalition
- Relevant experience that your organization has to effectively convene a substance use prevention community coalition

2. Describe the geographic area(s) you are proposing to include in the Southern Marin Community Coalition

- Include a brief overview of the geographic area(s) and community(ies) you are proposing to engage and include in a community coalition.
- Describe your experience working with and in the identified geographic area(s) and communities.
- Describe the underage alcohol, marijuana and/or prescription drug use and misuse issues that impact the geographic area(s) and communities you are proposing to serve. Responses to this section should "tell the story" of community needs as well as any experience successfully engaging and addressing the needs of the identified geographic areas and community(ies)

Applicants are encouraged to include information such as the following to tell their community story:

- Demographics and aspects of diversity such as age, race, ethnicity, gender, socioeconomic status, culture, religion, and sexual orientation as applicable to ongoing and emerging substance use issues.
- Any relevant data (i.e. California Healthy Kids Data for local schools) and/or data related to youth and/or adult alcohol, marijuana and prescription drug use and misuse and consequences. California Healthy Kids Data can be viewed here: [California Healthy Kids Data](#)

3. Staffing Plan or Qualifications (Resume/Job Description Attachment is not counted toward the page limit)

If the community already has an existing staff person who will have hours reassigned to this project, please identify that staff person and attach a current resume and job description.

If the community plans to hire a new staff person for this position, please list the qualifications for that position and/or attach a job description.

4. Equity and Inclusion

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, as appropriate?

C. Budget (No Page Limit)

Provide an itemized budget for Year 1 of the project including items such as staffing costs, supplies, etc. A sample blank budget sheet is provided as Attachment B.

For the staff position(s), List the position, including the FTE assigned to the project.

Indirect rates cannot exceed 10% of personnel and direct costs, unless you have a federally-approved indirect rate. If you have a federally approved indirect cost rate, attach it with the budget submission.

In scoring the budget, the County will also consider the completeness, appropriateness, relevance and cost effectiveness of the budget relative to the scope of work outlined in the RFP.

VI. APPLICATION SUBMISSION REQUIERMENTS

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

All documents must be received by **3:00pm on August 25, 2022**. Submissions may be made either via upload OR e-mailed electronically in the following formats. No verbal applications will be considered.

Upload the application at: <https://www.marinhhs.org/rfp/2022-12>

OR

Submit electronic application (One original) to: ccondon@marincounty.org, with a cc to ryekta@marincounty.org. Electronic submissions must be in .pdf format.

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 or uploaded 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. **Electronic submissions shall be in .pdf 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.

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 August 12, 2022. No telephone consultation will be provided. **Questions must be submitted via the County website** at <https://www.marinhhs.org/rfp/2022-12>

VII. APPLICATION REVIEW AND SELECTION PROCESS

A. Application Review and Selection

Staff from BHRS 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 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 using a standardized scoring instrument. The scoring instrument will reflect the requirements of the RFP. A copy of the scoring instrument that will be used can be found in [Attachment D](#). 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 Substance Use Division Director, 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.

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 at the address stated below no later than ten (10) working days after the Notice of Intent to Award letter has been posted and mailed to all participating applicants.

Catherine Condon, Substance Use Division Director
Marin County Department of Health and Human Services
Behavioral Health and Recovery Services
10 North San Pedro Road, Suite 1015, San Rafael, CA 94903

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 County's Standard Professional Services Contract will be negotiated.** Refer to Attachment C for a copy of the County's Standard 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.

ATTACHMENT A

**MARIN COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF BEHAVIORAL HEALTH AND RECOVERY SERVICES
Community Substance Use Prevention Coalitions (Southern Marin)**

RFP-HHS-2022-12

Date:

Legal Applicant:

Name
Address
Telephone
Fax
E-mail
Federal Tax ID No.

Certifications

The applicant certifies to the best of his/her knowledge and belief that the data in this application is true and correct and that filing of the application has been duly authorized by the governing body of the applicant and that applicant will comply with the assurances required of applicant if the application is approved and a contract is awarded. The applicant understands that final funding for any service is based upon funding levels and the approval of the Marin County Board of Supervisors. The applicant also attests that the costs of the project can be carried by the applicant for at least 60 days at any point during the term of the contract.

Signature:
Name:
Title:

Date:

For County Use Only

Date Received:

Time Received:

Marin County BHRS Staff Signature Acknowledging Receipt of Application:

ATTACHMENT B

Budget Preparation Instructions—FOR AGENCIES/ORGANIZATIONS

Applicants are held to the same programmatic and fiscal requirements as the Marin County Behavioral Health and Recovery Services in carrying out efforts. As such, you must follow the format included in Attachment B and the instructions below in preparing your budget.

A. Preparation of Budget

Please use the budget form provided in Attachment B. Space is provided on the form to estimate costs up to a maximum four-year period. Costs are divided into five categories. List costs in only those categories that pertain to your project.

PLEASE USE WHOLE DOLLAR AMOUNTS. ROUND UP FIGURES \$.50 AND ABOVE, AND DOWN FOR AMOUNTS LESS THAN \$.50 TO THE NEAREST DOLLAR.

Cost categories and suggestions for applicable costs are:

(a) Personnel Costs—Enter titles of positions to be used; monthly salary and percentage applicable to the project. Subtotal the salaries and add the amounts required to cover related employee benefits.

(b) Travel Expense—Enter estimated cost of employee mileage related to the project.

(c) Other Direct Costs—These costs consist of all other direct expenditures, including but are not limited to, office supplies, printing, computers, public education and awareness materials, meeting room rental.

(d) Indirect Costs—These are costs which, by their nature, cannot be charged directly to a project. The rate cannot exceed 10% percent, and it applies to the “Personnel” and “Other Direct Costs” budget categories.

(e) Contractual Services—Awardees may enter into contracts with vendors to provide goods and services necessary to carry out the program; however, awardees may not subcontract for program implementation. **All proposed subcontracts must first be approved in writing by the County.**

ATTACHMENT B
Budget Template

COST CATEGORY	BUDGET YEAR ESTIMATES	Total Cost to Project
	FY 22-23	
A. PERSONNEL COSTS		
List Staff Positions X hours @ \$X/hr (10-1-22 to 6-30-23)		
Salary Subtotals		
Employee Benefits @ X% of salary		
Total Personnel Costs		
B. TRAVEL EXPENSES		
In-State Travel Travel to meetings. Approximately X miles/month @ \$0.00/mile		
Total Travel Expenses		
C. OTHER DIRECT COSTS		
Total Other Direct Costs		
D. INDIRECT COSTS		
Total Indirect Costs @ X%		
E. CONTRACTUAL SERVICES		
Total Contractual Services		
TOTAL BUDGET ESTIMATE ALL CATEGORIES		

ATTACHMENT C

Professional Services Contract

**COUNTY OF MARIN
PROFESSIONAL SERVICES CONTRACT
2015 - Edition 1**

THIS CONTRACT is made and entered into this _____ day of _____, 20_____, by and between the COUNTY OF MARIN, hereinafter referred to as "County" and _____, hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, County desires to retain a person or firm to provide the following service: _____ ; and

WHEREAS, Contractor warrants that it is qualified and competent to render the aforesaid services;

NOW, THEREFORE, for and in consideration of the Contract made, and the payments to be made by County, the parties agree to the following:

1. SCOPE OF SERVICES:

Contractor agrees to provide all of the services described in **Exhibit A** attached hereto and by this reference made a part hereof.

2. FURNISHED SERVICES:

The County agrees to:

- A. Guarantee access to and make provisions for the Contractor to enter upon public and private lands as required to perform their work.
- B. Make available all pertinent data and records for review.
- C. Provide general bid and Contract forms and special provisions format when needed.

3. FEES AND PAYMENT SCHEDULE:

The fees and payment schedule for furnishing services under this Contract shall be based on the rate schedule which is attached hereto as **Exhibit B** and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the Contract. Contractor shall provide County with his/her/its Federal Tax I.D. number prior to submitting the first invoice.

4. MAXIMUM COST TO COUNTY:

In no event will the cost to County for the services to be provided herein exceed the maximum sum of \$ _____ including direct non-salary expenses. As set forth in section 14 of this Contract, should the funding source for this Contract be reduced, Contractor agrees that this maximum cost to County may be amended by written notice from County to reflect that reduction.

5. TIME OF CONTRACT:

This Contract shall commence on _____, and shall terminate on _____. Certificate(s) of Insurance must be current on day Contract commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor. The final invoice must be submitted within 30 days of completion of the stated scope of services.

6. INSURANCE:

Commercial General Liability:

The Contractor shall maintain a commercial general liability insurance policy in the amount of \$1,000,000 (\$2,000,000 aggregate). The County shall be named as an additional insured on the commercial general liability policy.

Commercial Automobile Liability:

Where the services to be provided under this Contract involve or require the use of any type of vehicle by Contractor, Contractor shall provide comprehensive business or commercial automobile liability coverage, including non-owned and hired automobile liability, in the amount of \$1,000,000.00.

Workers' Compensation:

The Contractor acknowledges the State of California requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code. If Contractor has employees, a copy of the certificate evidencing such insurance, a letter of self-insurance, or a copy of the Certificate of Consent to Self-Insure shall be provided to County prior to commencement of work.

Errors and Omissions, Professional Liability or Malpractice Insurance.

Contractor may be required to carry errors and omissions, professional liability or malpractice insurance.

All policies shall remain in force through the life of this Contract and shall be payable on a "per occurrence" basis unless County specifically consents to a "claims made" basis. The insurer shall supply County adequate proof of insurance and/or a certificate of insurance evidencing coverages and limits prior to commencement of work. Should any of the required insurance policies in this Contract be cancelled or non-renewed, it is the Contractor's duty to notify the County immediately upon receipt of the notice of cancellation or non-renewal.

If Contractor does not carry a required insurance coverage and/or does not meet the required limits, the coverage limits and deductibles shall be set forth on a waiver, **Exhibit C**, attached hereto.

Failure to provide and maintain the insurance required by this Contract will constitute a material breach of this Contract. In addition to any other available remedies, County may suspend payment to the Contractor for any services provided during any time that insurance was not in effect and until such time as the Contractor provides adequate evidence that Contractor has obtained the required coverage.

7. ANTI DISCRIMINATION AND ANTI HARASSMENT:

Contractor and/or any subcontractor shall not unlawfully discriminate against or harass any individual including, but not limited to, any employee or volunteer of the County of Marin based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. Contractor and/or any subcontractor understands and agrees that Contractor and/or any subcontractor is bound by and will comply with the anti discrimination and anti harassment mandates of all Federal, State and local statutes, regulations and ordinances including, but not limited to, County of Marin Personnel Management Regulation (PMR) 21.

8. SUBCONTRACTING:

The Contractor shall not subcontract nor assign any portion of the work required by this Contract without prior written approval of the County except for any subcontract work identified herein. If Contractor hires a subcontractor under this Contract, Contractor shall require subcontractor to provide and maintain insurance coverage(s) identical to what is required of Contractor under this Contract and shall require subcontractor to name Contractor and County of Marin as an additional insured under this Contract for general liability. It shall be Contractor's responsibility to collect and maintain current evidence of insurance provided by its subcontractors and shall forward to the County evidence of same.

9. ASSIGNMENT:

The rights, responsibilities and duties under this Contract are personal to the Contractor and may not be transferred or assigned without the express prior written consent of the County.

10. LICENSING AND PERMITS:

The Contractor shall maintain the appropriate licenses throughout the life of this Contract. Contractor shall also obtain any and all permits which might be required by the work to be performed herein.

11. BOOKS OF RECORD AND AUDIT PROVISION:

Contractor shall maintain on a current basis complete books and records relating to this Contract. Such records shall include, but not be limited to, documents supporting all bids, all income and all expenditures. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work on this Contract. In addition, Contractor shall maintain detailed payroll records including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items. These documents and records shall be retained for at least five years from the completion of this Contract. Contractor will permit County to audit all books, accounts or records relating to this Contract or all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. Any audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from County. Contractor shall refund any monies erroneously charged.

12. WORK PRODUCT/PRE-EXISTING WORK PRODUCT OF CONTRACTOR:

Any and all work product resulting from this Contract is commissioned by the County of Marin as a work for hire. The County of Marin shall be considered, for all purposes, the author of the work product and shall have all rights of authorship to the work, including, but not limited to, the exclusive right to use, publish, reproduce, copy and make derivative use of, the work product or otherwise grant others limited rights to use the work product.

To the extent Contractor incorporates into the work product any pre-existing work product owned by Contractor, Contractor hereby acknowledges and agrees that ownership of such work product shall be transferred to the County of Marin.

13. TERMINATION:

- A. If the Contractor fails to provide in any manner the services required under this Contract or otherwise fails to comply with the terms of this Contract or violates any ordinance, regulation or other law which applies to its performance herein, the County may terminate this Contract by giving five (5) calendar days written notice to the party involved.
- B. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.
- C. Either party hereto may terminate this Contract for any reason by giving thirty (30) calendar days written notice to the other parties. Notice of termination shall be by written notice to the other parties and be sent by registered mail.
- D. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract so long as proof of required insurance is provided for the periods covered in the Contract or Amendment(s).

14. APPROPRIATIONS:

The County's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Marin County Board of Supervisors, the State of California or other third party. Should the funds not be appropriated County may terminate this Contract with respect to those payments for which such funds are not appropriated. County will give Contractor thirty (30) days' written notice of such termination. All obligations of County to make payments after the termination date will cease.

Where the funding source for this Contract is contingent upon an annual appropriation or grant from the Marin County Board of Supervisors, the State of California or other third party, County's performance and obligation to pay under this Contract is limited by the availability of those funds. Should the funding source for this Contract be eliminated or reduced, upon written notice to Contractor, County may reduce the Maximum Cost to County identified in section 4 to reflect that elimination or reduction.

15. RELATIONSHIP BETWEEN THE PARTIES:

It is expressly understood that in the performance of the services herein, the Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent Contractor and not as officers, employees or agents of the County. Contractor shall be solely responsible to pay all required taxes, including but not limited to, all withholding social security, and workers' compensation.

16. AMENDMENT:

This Contract may be amended or modified only by written Contract of all parties.

17. ASSIGNMENT OF PERSONNEL:

The Contractor shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to County, as is evidenced in writing.

18. JURISDICTION AND VENUE:

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Marin County, California.

19. INDEMNIFICATION:

Contractor agrees to indemnify, defend, and hold County, its employees, officers, and agents, harmless from any and all liabilities including, but not limited to, litigation costs and attorney's fees arising from any and all claims and losses to anyone who may be injured or damaged by reason of Contractor's negligence, recklessness or willful misconduct in the performance of this Contract.

20. COMPLIANCE WITH APPLICABLE LAWS:

The Contractor shall comply with any and all Federal, State and local laws and resolutions: including, but not limited to the County of Marin Nuclear Free Zone, Living Wage Ordinance, and Board of Supervisors Resolution #2005-97 prohibiting the off-shoring of professional services involving employee/retiree medical and financial data affecting services covered by this Contract. Copies of any of the above-referenced local laws and resolutions may be secured from the Contract Manager referenced in section 21. In addition, the following NOTICES may apply:

1. **Pursuant to California Franchise Tax Board regulations, County will automatically withhold 7% from all payments made to vendors who are non-residents of California.**
2. **Contractor agrees to meet all applicable program access and physical accessibility requirements under State and Federal laws as may apply to services, programs or activities for the benefit of the public.**
3. **For Contracts involving any State or Federal grant funds, Exhibit D must be attached. Exhibit D shall consist of the printout results obtained by search of the System for Award Management at www.sam.gov.**

Exhibit D - Debarment Certification

By signing and submitting this Contract, the Contractor is agreeing to abide by the debarment requirements as set out below.

- The certification in this clause is a material representation of fact relied upon by County.
- The Contractor shall provide immediate written notice to County if at any time the Contractor learns that its certification was erroneous or has become erroneous by reason of changed circumstances.
- Contractor certifies that none of its principals, affiliates, agents, representatives or contractors are excluded, disqualified or ineligible for the award of contracts by any Federal agency and Contractor further certifies to the best of its knowledge and belief, that it and its principals:
 - Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal Department or Agency;

- Have not been convicted within the preceding three-years of any of the offenses listed in 2 CFR 180.800(a) or had a civil judgment rendered against it for one of those offenses within that time period;
 - Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses listed in 2 CFR 180.800(a);
 - Have not had one or more public transactions (Federal, State, or Local) terminated within the preceding three-years for cause or default.
- The Contractor agrees by signing this Contract that it will not knowingly enter into any subcontract or covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
 - Any subcontractor will provide a debarment certification that includes the debarment clause as noted in preceding bullets above, without modification.

21. NOTICES:

This Contract shall be managed and administered on County's behalf by the Department Contract Manager named below. All invoices shall be submitted and approved by this Department and all notices shall be given to County at the following location:

Contract Manager: _____
 Dept./Location: _____
 Telephone No.: _____

Notices shall be given to Contractor at the following address:

Contractor: _____
 Address: _____
 Telephone No.: _____

22. ACKNOWLEDGEMENT OF EXHIBITS

Check applicable Exhibits

CONTRACTOR'S INITIALS

<u>EXHIBIT A.</u>	<input type="checkbox"/> Scope of Services	
<u>EXHIBIT B.</u>	<input type="checkbox"/> Fees and Payment	
<u>EXHIBIT C.</u>	<input type="checkbox"/> Insurance Reduction/Waiver	
<u>EXHIBIT D.</u>	<input type="checkbox"/> Contractor's Debarment Certification	
<u>EXHIBIT E.</u>	<input type="checkbox"/> Subcontractor's Debarment Certification	
<u>OTHER REQUIRED EXHIBITS (HHS USE ONLY)</u>	<input type="checkbox"/> Exhibit I - Alcohol, Drug & Tobacco Prgms.	
	<input type="checkbox"/> Exhibit M - Business Associate Agreement	
	<input type="checkbox"/>	

IN WITNESS WHEREOF, the parties have executed this Contract on the date first above written.

CONTRACTOR:

By: _____
 Name: _____
 Title: _____

**APPROVED BY
 COUNTY OF MARIN:**

By: _____

=====

COUNTY COUNSEL REVIEW AND APPROVAL (required if template content has been modified)

County Counsel: _____ **Date:** _____

ATTACHMENT D

Scoring Instrument

Marin County Department of Health and Human Services, Behavioral Health and Recovery Services

**SCORING INSTRUMENT FOR
APPLICATION FOR SOUTHERN MARIN COMMUNITY PREVENTION COALITION (RFP-HHS-2022-12)**

AGENCY SUBMITTING PROPOSAL: _____

Technical Proposal and Eligibility Elements: Reviewed By:

Section	Criteria to consider	Yes	No
Applicant Eligibility	Application received on time		
	Applicant met minimum eligibility criteria		
Technical Detail	Within page limit requirements and appropriate formatting		
	All required attachments included		

Section	Criteria to consider	Points Available	Points Awarded
A. APPLICANT QUALIFICATIONS			
A. Coalitions	<p>If application has experience convening community coalitions.</p> <ul style="list-style-type: none"> • Demonstrates knowledge and experience convening collaboratives and/or community coalitions. • Clear explanation of coalition membership (including how members reflect the proposed community), activities, outcomes, and duration of coalition. • Clear explanation on whether scope of duties outline in RFP will be incorporated into existing coalition or new coalition • Demonstrates experience to successfully and effectively convene substance use prevention community coalition. <p>If the applicant does not have experience convening community coalitions</p> <ul style="list-style-type: none"> • Clear description of plan to convene a community coalition • Demonstrates experience partnering with stakeholders seeking to include in coalition • Demonstrates relevant experience to successfully and effectively convene substance use prevention community coalition. 	20	
B. Geographic Area Narrative (Southern Marin)	<ul style="list-style-type: none"> • Included brief overview of geographic area(s) and community(ies) proposing to engage. • Demonstrates experience successfully engaging and addressing needs of geographic area and community (ies). • Demonstrates knowledge of underage alcohol, marijuana and/or prescription drug use and misuse issues impacting geographic area (s) and community(ies). Referenced relevant information, such as demographics and applicable substance use data 	15	
C. Experience	<ul style="list-style-type: none"> • Did the CV/Resume of the proposed project staff demonstrate relevant experience with Coalition Coordination • If staff are not yet identified/hired, does the job description and qualifications reflect relevant experience 	5	
D. Equity	<ul style="list-style-type: none"> • Demonstrates knowledge and experience providing services through an equity and inclusive perspective 	15	

D. Budget	Proposed 1- year budget attached; appropriate use of funds given proposed project activities outlined in RFP (e.g. appropriate staffing, distribution of funds)	5	
Total		60	

Additional Comments:

Reviewer's Name:

Signature: