

COUNTY OF MARIN



DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC HEALTH

REQUEST FOR PROPOSAL (RFP)

Ryan White Part A (RWPA) HIV Support Services

RFP-HHS-2024-13

<https://www.marinhhs.org/rfp/2024-13>

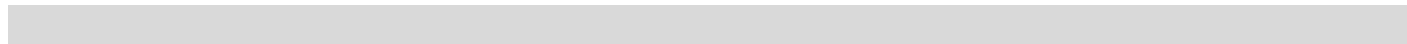
DATE ISSUED: July 1, 2024

DEADLINE FOR SUBMISSIONS: July 24, 2024, 4pm 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.

Table of Contents

I. BACKGROUND	3
A. Department of Health and Human Services Strategic Plan to Achieve Health and Wellness Equity	3
B. Background	3
II. PROJECT DESCRIPTION AND EXPECTATIONS.....	4
A. Project Period.....	4
B. Available Funding.....	4
C. Target Population.....	4
D. Program Description	4
E. Intended Outcomes, Goals, or Objectives:	5
F. Reporting and Performance Requirements.....	6
III. REQUIREMENTS AND EXPECTATIONS FOR GRANTEES.....	6
A. Summary of Contract Terms, Conditions and Requirements	6
B. Insurance.....	7
C. Administrative and Legal Requirements.....	7
IV. TENTATIVE TIME SCHEDULE	8
V. APPLICATION INSTRUCTIONS	9
A. Cover Page (1 Page Limit – Use Template Provided in Attachment A).....	9
B. Introduction and Executive Summary (2 Page Limit).....	9
C. Project Approach (5 Page Limit)	9
D. Applicant Capability (2 Page Limit)	10
E. Budget (No Page Limit – Use Template Provided in Attachment B).....	10
F. Supplemental Materials (No Page Limit)	10
VI. APPLICATION SUBMISSION REQUIERMENTS	11
A. General Policies.....	11
B. Submission Deadline and Format	12
C. Contact between Applicant and County	12
VII. APPLICATION REVIEW AND SELECTION PROCESS.....	13
A. Application Review and Selection.....	13
B. Protest Procedure	13
C. Post Award	14



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. Background

Marin County receives Ryan White Part A (RWPA) funding on an annual basis from the City and County of San Francisco as part of the San Francisco Eligible Metropolitan Area (EMA). Marin County is soliciting proposals for a package of integrated services for Marin County residents with HIV/AIDS (up to 500% of the federal poverty level) that includes:

1. Case management
2. Health insurance premiums & cost-sharing assistance
3. Emergency financial assistance
4. Medical transportation
5. Psychosocial support services
6. Food/home delivered meals

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 18 months from September 1, 2024 to February 28, 2026. This contract may be renewed for 2 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 of up to \$944,677 is available for an 18-month period. The budget is up to \$351,677 for September 1, 2024 – February 28, 2025 and up to \$551,677 for March 1, 2025 – February 28, 2026 (if Marin County receives flat funding for FY25/26). The estimated allocation per service category may change per direction of the Marin HIV/AIDS Care Council.

C. Target Population

The target population are people living with HIV/AIDS (PLWHA) who are eligible for Ryan White services: Marin County residents living with HIV/AIDS who are at or below 500% of the federal poverty level. The awardee must ensure they have bilingual/bicultural staff who can serve monolingual Spanish speakers.

D. Program Description

The Ryan White Program must include the services listed and described below.

Non-Medical Case Management Services is the provision of a range of client-centered activities focused on improving access to and retention in needed core medical and support services. Non-Medical Case Management Services provides coordination, guidance, and assistance in accessing medical, social, community, legal, financial, employment, vocational, and/or other needed services. Non-Medical Case Management Services may also include assisting eligible clients to obtain access to other public and private programs for which they may be eligible, such as Medi-Cal, Medicare Part D, AIDS Drug Assistance Program (ADAP), Office of AIDS (OA) Health Insurance Premium Payment (OA-HIPP), Disability Insurance, Housing Opportunities for Persons With AIDS (HOPWA), Social Security, Pharmaceutical Manufacturer's patient assistance programs, Covered California, or other state or local health care and supportive services. Non-Medical Case Management Services includes all types of case management encounters (e.g., face-to-face, telehealth, phone contact, and any other forms of communication).

Case management should be delivered in close coordination with medical providers.

Health Insurance Premium & Cost Sharing Assistance is the provision of financial assistance for eligible individuals living with HIV to maintain a continuity of health insurance or to receive medical benefits under a health insurance program. This includes premium payments, risk pools, co-payments, and deductibles.

Emergency Financial Assistance is the provision of short-term payments to agencies or establishment of voucher programs to assist with emergency expenses related to essential utilities when other resources are not available. Emergency Financial Assistance also includes the provision of payments for essential medications that are not covered through other funding sources such client insurance or the AIDS Drug Assistance Program.

Medical Transportation Services include conveyance services provided, directly or through voucher, to a client so that he or she may access health care services.

Psychosocial Support Services provide group or individual support and counseling services to assist eligible people living with HIV to address behavioral and physical health concerns.

Food Vouchers are distributed to clients to purchase food. Eligibility criteria is set by Marin County and clients who are under 200% of the federal poverty level qualify for a monthly \$80 food voucher to Safeway or Trader Joe's. The awardee will administer the food voucher program.

If a collaborative model is used, one agency must be designated as the Lead Agency and all collaborating agencies are subcontractors of the Lead Agency. The Lead Agency submits the proposal and is responsible for the following activities:

- Developing the contract with the County of Marin;
- Establishing subcontracts with all collaborating agencies;
- Managing the contract and subcontracts to ensure seamless delivery of services;
- Ensuring prompt and adequate reporting to HHS;
- Ensuring timely and accurate ARIES/HIV Care Connect data entry;
- Ensuring timely and accurate invoicing of services;
- Ensuring administrative coordination among collaborators;
- Ensuring logistical and program coordination of services
- Organizing trainings for staff;
- Ensuring quality improvements for all services;
- Identifying and addressing problems and issues affecting operations;
- Acting as the primary liaison with HHS.

E. Intended Outcomes, Goals, or Objectives:

Objectives include:

- Clients receiving services will have up to date Ryan White eligibility and intake paperwork uploaded into ARIES/HIV Care Connect in their client record.
- Clients receiving case management will have a completed annual assessment and care plan.
- Coordination of care to ensure holistic wellbeing, addressing non-medical needs identified in the assessment and care plan.
- Supporting clients' access to medical, social, community, legal, financial, and other services as needed and appropriate.
- Coordination and follow-up of medical treatments, to ensure timely and coordinated access to medically appropriate healthcare, including communication with client's medical providers.
- Clients will be screened for eligible benefits (such as Medi-Cal, life, disability, HOPWA, ADAP, OA-HIPP, etc.) and enrolled in the benefits they are eligible for.
- Clients will have their financial assistance and transportation requests approved and filled in a timely manner.
- Clients participating in support groups will report satisfaction with the services.
- Clients who are eligible for food vouchers will receive them monthly.

The intended outcomes include:

- Increase in clients who are undetectable (viral load is less than 200 copies/ml).
- Increase in clients who are engaged in primary medical care (medical visit twice a year).
- Increase in partners of PLWHA on PrEP.
- Increase in clients enrolled in eligible benefits.

The awardees will be asked to measure and analyze the objectives using standardized instruments (exact tools subject to change with discussion with selected partner) and including a race/ethnicity question in order to be able to disaggregate the responses by race of respondent to make any race-related disparities in outcomes and satisfaction visible. The awardee will be asked to report the outcomes in this disaggregated fashion and provide a work plan in their Annual Report to address any disparities uncovered.

F. Reporting and Performance Requirements

The bidder who is awarded the contract must work in collaboration with the Marin Communicable Disease and Community Preparedness Program and work collaboratively with HIV care providers.

Progress reports are due on a schedule to be provided by the County. Invoice payments will be delayed if reporting requirements have not been met. The grantee will participate in an annual site visit and report quarterly on deliverables. The grantee will also collect data on the clients' age, race, and where applicable health stats.

The grantee will be responsible for complying with the terms and conditions of Marin County and Ryan White funding. The contract document contains specific provisions relating to nondiscrimination in hiring, record keeping, payments, limitations and obligations, indemnification and insurance, assignment, HIPAA and resolution of disputes. The grantee will reimburse the County for any funds expended for non-allowable costs that are discovered by audit or monitoring. If the federal government requires the County to refund any amounts that grantee has spent improperly, the grantee will reimburse the County for such amounts.

The County retains the right to impose additional requirements as necessary.

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-2024-13; 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. 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. Applicants must comply with the Levine Act and all applicable laws regarding political campaign contributions.
12. 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.
13. Applicants must have the demonstrated ability to collect outcome data, which measure performance to plan.
14. 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.
15. 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.
16. 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. 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 1, 2024
RFP Released to Prospective Applicants	July 1, 2024
Question/Answer Period Opens	July 3, 2024 9:00 a.m.
Bidder's Conference	July 8, 2024 1:00 – 2:00 p.m.
Question/Answer Period Closes	July 9, 2024 3:00 p.m.
RFP Answers Posted	July 10, 2024
RFP Due	July 24, 2024
Application Review and Selection Process	Week of July 25 – July 31, 2024
Notification of Intent to Award	August 1, 2024
Protest Period	August 2-8, 2024
Board of Supervisors contract approval*	September 10, 2024
Contract Start Date**	September 1, 2024

*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. Introduction and Executive Summary (2 Page Limit)

Submit a letter of introduction and executive summary of the proposal. If this is a collaboration with subcontractors, the subcontractors must be identified by name, and their role must be described in the summary.

C. Project Approach (5 Page Limit)

Provide the following information in your proposal:

- Applicants must describe in their narrative how they have had a minimum of at least two (2) recent years of experience providing social support/health services to HIV-infected populations OR Applicants must describe in their narrative how they have had a minimum of at least three (3) recent years of experience providing the services solicited to non-HIV infected populations with complex health and social service needs.
- Applicants must describe how they have developed strong linkages to medical and social services agencies in Marin.
- Describe the general program operations and the specific service components to be provided.
- Identify the number of staff that will provide services.
- Describe the specific methods, approaches, deliverables, and projected timeline for all proposed activities.
- Describe the proposed model for clients to offer input regarding services and feedback regarding quality of services.

Proposals for services provided by agencies in cooperative relationships must meet the minimum qualification by documenting that each of the service-providing agencies has the requisite experience. Proposals may not meet the minimum qualifications through a combination of experience of the cooperating partners. Applicants using fiscal agents that will not participate in service delivery must meet the minimum qualification by showing that the applicant (service provider) has the required experience.

All services should be established in currently operating facilities or as part of an ongoing program that is located in an area that is easily accessible by public transportation.

If services are not provided directly, applicants must describe how services will be provided to clients (i.e., by referral or by payment to another provider through a subcontract). If there are services that will not be provided directly by the program, but rather through a subcontracted service, include proposed subcontract pertaining to this relationship.

Ryan White Part A funding may account for no more than 70% of each providing agency's total organization budget.

D. Applicant Capability (2 Page Limit)

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, as appropriate?
2. Describe the organization's experience reaching and serving persons of color (non-Caucasian or White individuals) in Marin County. Explain how outreach was conducted and how specific services were provided. Include the organization's experience working or partnering with community partners that serve communities of color.

E. Budget (No Page Limit – Use Template Provided in Attachment B)

1. Provide a list of any other funding sources tied to this project.
2. Provide a detailed project budget for the project period September 1, 2024 – February 28, 2026, including any one-time expenses, not to exceed the total amount allowable per section II(B) using the template in Attachment B.

F. Supplemental Materials (No Page Limit)

1. Resumes of all proposed personnel for this project;
2. Provide a minimum of 3 references for which your agency has provided services similar to those described in this RFP. References shall include: entity, contact name, address, title, phone number, and term of contract;
3. Samples from previous related efforts that could serve as an example of your work; and
4. Letters of commitment if you/your agency is proposing to subcontract or establish a formal collaboration to provide services

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

Upload a PDF version of your application including all attachments **no later than 4:00pm PST on July 24, 2024**. No verbal applications will be considered. Upload here: <https://www.marinhhs.org/rfp/2024-13>

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 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.

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 July 10, 2024. 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: Monday, July 8, 2024

Time: 1:00 p.m. PST

Location: Zoom <https://us06web.zoom.us/j/83973291116>

Phone in option: 1 669 444 9171 Meeting ID: 839 7329 1116

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 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 C. 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 Public Health Division Director 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.

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 4:00 PM PST on Friday, July 26, 2024 by email to Cicily Emerson, Cicily.Emerson@marincounty.gov or at the following address:

Marin County Department of Health and Human Services,
Cicily Emerson, Division Director
3240 Kerner Blvd. 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 County's Standard Professional Services Contract will be negotiated.** Refer to Attachment D 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.