REQUEST FOR PROPOSALS

COUNTY OF MARIN

MARIN HEALTH & HUMAN SERVICES
Health, Well-being & Safety

DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF BEHAVIORAL HEALTH AND RECOVERY SERVICES (BHRS)

REQUEST FOR PROPOSALS (RFP)

Behavioral Health Services Act
Peer Respite Program

RFP-HHS-2026-17

DATE ISSUED: **September 25, 2026**

DEADLINE FOR SUBMISSIONS: **October 30, 2026 Before 3:01 PM**

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 of 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.

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I. BACKGROUND

A. County of Marin Department of Health and Human Services

Marin County is located in the San Francisco Bay Area, immediately north of the Golden Gate Bridge. Covering 520 square miles, the County is home to approximately 262,321 residents. Most residents live in urban areas along the Highway 101 corridor within 11 incorporated cities and towns, while rural communities are primarily located in West Marin.

Marin County has one of the highest median household incomes among California's 58 counties. According to the 2022 County Health Rankings & Roadmaps report by the University of Wisconsin and the Robert Wood Johnson Foundation, Marin ranks among the healthiest counties in the state, scoring highly in areas such as quality of life, clinical care, and social and economic factors. At the same time, the Race Counts report identifies Marin as having some of the largest racial disparities in California across health, housing, income, and education.

The Department of Health and Human Services (HHS) is committed to promoting and protecting the health, well-being, self-sufficiency, and safety of all Marin County residents. HHS plays a critical role in providing safety net services, including those for individuals who are uninsured, enrolled in Medi-Cal or Medicare, or in need of crisis services.

The 2025–2028 HHS Strategic Plan, Future Forward: Redefining Health and Wellness in Marin County, outlines key priorities and commitments to guide the department's work. The plan emphasizes:

- Using data to identify and address disparities
- Engaging communities in shaping solutions
- Supporting staff and partners in delivering culturally responsive services
- Collaborating across sectors to reduce barriers and promote equity-driven change

These commitments are organized around five strategic priorities:

1. **Advance Racial Equity** – Lead with race to address and reduce systemic disparities
2. **Improve Community Conditions and Services** – Expand access to inclusive, place-based services
3. **Foster Community Partnerships** – Strengthen collaboration and trust with community organizations
4. **Optimize Workforce** – Build and support a diverse, resilient HHS workforce
5. **Boost Data Collection and Analysis** – Leverage data to support equity and continuous improvement

This strategic plan reflects both the department's ongoing efforts and the input of community members, staff, and partners. It builds on prior achievements while setting a course for equitable and effective health and human services delivery throughout Marin County.

B. Behavioral Health Services Act (BHSA)

In March 2024, California voters approved Proposition 1 reforming the Mental Health Services Act of 2004 into the Behavioral Health Services Act (BHSA). The BHSA prioritizes services for people with the most significant mental health needs while adding the treatment of substance use disorders, expanding housing interventions, and enhancing accountability at the state and local levels.

The BHSA has three components: Behavioral Health Services and Supports, Full-Service Partnerships, and Housing Interventions. Marin's BHSA Integrated Plan FY2026/27 – FY2028/29 can be found here: MarinBHRS.org/MHSA

BHSA Goals:

- Reaching and serving high need priority populations

- Increasing access to substance use disorder services, housing interventions, and evidence-based and community-defined practices, and building the behavioral health workforce
- Focusing on outcomes, transparency, accountability, and equity

All BHSA-funded contractors must comply with:

- All program requirements applicable to the contractor's BHSA-funded services
- BHSA fiscal policies on Medi-Cal participation and seeking reimbursement from Medi-Cal and other payers (if applicable to the service)
    - Securing Medi-Cal Payment
        - Participate in the County's Medi-Cal Behavioral Health Delivery System (BHDS)
        - Check for and support Medi-Cal enrollment
        - Consistently Bill Medi-Cal BHDS
    - Securing Payment from Commercial Health Insurance
        - Check commercial health plan insurance status
        - Consistently bill commercial insurance
        - Report complaints about commercial health plan conduct
- BHRS and BHSA contractor standards including meeting minimum provider qualifications, nondiscrimination requirements, and providing culturally competent services
- Marin County Behavioral Health and Recovery Services (BHRS) BHSA contractor monitoring activities, including annual compliance monitoring and triennial onsite monitoring
- Any requests for records, information, or onsite access by Marin County, DHCS or their designees for purposes of BHSA oversight. (In general, DHCS expects counties to monitor BHSA contractors, while DHCS monitors counties. However, DHCS reserves the right to directly monitor BHSA contractors as needed.)

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

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 Questions and Answers document posted by County (Pre-Submittal 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 basis. The anticipated contract period is **30 months** from January 1, 2027 through June 30, 2029. This contract may be renewed for an additional two (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

Available funding for housing and operating costs of the Peer Respite Program is **$450,000** per fiscal year, prorated for partial fiscal years. This funding comes from BHSA Housing Interventions and is restricted to use for infrastructure and operations. Additional funding for Specialty Mental Health supportive services will be available through Medi-Cal Fee-for-Service (FFS) billing by Certified Peer Support Specialists. Individual and Group Specialty Mental Health services will be reimbursed on a FFS basis (documented through SmartCare, BHRS' Electronic Health Record), with an annual FFS maximum amount of **$600,000** for a **total of $1,050,000** per fiscal year, prorated for partial fiscal years. BHRS may increase the FFS amount if billing is on pace to exceed this contract maximum. Medi-Cal billable Peer Support Services will be paid at a Fee-For-Service rate of $67.00 per 15-minute unit of direct service time (Service Code H0038), $268 per hour. Medi-Cal billable Behavioral Health prevention education services will be paid at a rate of $14.89 per eligible participant per 15-minute unit of direct service time (Service Code H0025). Services claimed must be documented in SmartCare and meet Medi-Cal Specialty Mental Health documentation standards in order to be paid. Final payment is made based on Medi-Cal approved claims.

C. Target Population

The target population to be served at the Peer Respite Program under this contract will be Marin County adults (age 18+) who are low income Medi-Cal recipients, or low income uninsured, who meet Specialty Mental Health Services (SMHS) or Drug Medi-Cal Organized Delivery Services (DMC-ODS) criteria. These individuals will have a serious mental illness, serious substance use disorder, or co-occurring serious mental illness and serious substance use disorder. The Peer Respite Program is designed to be an alternative to more intensive behavioral health services, including crisis services and inpatient hospitalization, so individuals referred may be at risk of needing these more intensive services, or may be stepping down from these more intensive services. Individuals in the program must be willing to engage in services voluntarily and not be at imminent risk of danger to themselves or others. The Peer Respite Program will follow Housing First principles, and as such, participants are not required to remain abstinent from alcohol and other drugs. However, alcohol or drug use in the facility and/or disruptive behavior associated with alcohol or drug use may be cause for discharge from the program.

D. Project Description

During the BHSA Community Program Planning Process of 2024 and 2025, Marin County residents identified the need for a Peer Respite Program as a high priority. The Peer Respite Program will be short-term, behavioral health recovery program for Marin County adults. This program will be peer-led, offering an alternative to more intensive behavioral health services, such as a Crisis Stabilization Unit (CSU) or inpatient hospitalization. The program will be located in an unlocked, homelike setting, with 24/7 staffing, robust recovery supports, and connection to BHRS services.

The Peer Respite Program will have the capacity to serve at least 5 individuals and no more than 12 individuals at any one time, with serious mental illnesses, serious substance use disorders, or co-occurring serious mental illnesses and substance use disorders. The facility should include private bedrooms for each participant with no more than one double bedroom available for those participants who prefer having a roommate. Applicants to this RFP should

specify the planned capacity of the program, the number of beds anticipated using the available funding, and the breakdown of private versus double bedrooms.

Participants in the program can stay up to 14 days, with the possibility of one extension up to 21 days, though are free to depart the program at any time prior to the maximum length of stay. At no time should any participant stay more than 21 days in the program.

Potential participants may self-refer to the program. Additional referrals may come from BHRS staff, community-based organization (CBO) staff, CSU or Mobile Crisis Response Teams, inpatient units, 988 call line, or law enforcement agencies. Each participant enrolling in the Peer Respite team must receive an assessment of their current needs to help identify support services

The Peer Respite Program will provide key program components and support services to clients, including but not limited to:

- Individual and group peer support and education, provided by Certified Peer Support Specialists as a Medi-Cal billable service
- Recovery and support groups
- Meditation, mindfulness, and/or other somatic healing practices
- Art, music, and movement groups
- Recreational activities
- Connection to daytime activities such as the Enterprise Resource Center (ERC) and/or Empowerment Clubhouse, with transportation facilitated through assistance with public transit and/or a Peer Respite Program vehicle

The Peer Respite Program may also provide clinical services such as individual and group psychotherapy and medication management through employing clinicians on staff or by inviting BHRS (or other agency) clinicians to provide services on-site as field-based visits.

The Peer Respite Program will be led and staffed by individuals who self-identify as peers and have achieved Medi-Cal Peer Support Specialist Certification. The program may also include volunteers as part of service delivery and operations of the program, but it is expected that paid staff will make up at least 50% of the overall staffing of the program. The Peer Respite Program is not required to employ clinicians on staff; however, it is required that the program has connections to BHRS services when needed. This includes both crisis and non-crisis services. The nature of this connection should be specified in the response to this RFP. The Peer Respite Program should have at least two staff on site at all times, at least one of which is paid, to support clients and maintain safety.

The Peer Respite Program should serve a minimum of 100 clients annually. The homelike setting may be owned or leased by the operator and the location must be approved in advance by BHRS. If your organization already owns or leases a property for this project, please include the address in the supporting materials to your application. It should be accessible to individuals with disabilities. There should be appropriate restroom capacity for the number of clients served as well as a kitchen, common area, staff work area, medication storage, and general storage space.

Participants in the Peer Respite Program may be taking medications which include controlled medications. Applicants for this RFP should include in their response how they will provide secure and safe locations for medications and how they will supervise and support the self-administration of medication.

E. Eligible Applicants

To be eligible for funding, organizations must have the following:

1) Demonstrated capacity to lead the proposed program, including (must have evidence of both of the following):

a. At least two years of providing peer services to individuals living with serious mental illness and/or serious substance use disorders
b. At least two years of providing short-term residential treatment to individuals with serious mental illness and/or serious substance use disorders

2) A willingness to serve Marin County residents living with behavioral health conditions.
3) The Peer Respite Program must be located within Marin County.
4) A willingness to hire a Program Director (or similar title) who has Medi-Cal Peer Support Specialist certification to lead the Peer Respite Program
5) Demonstrated ability coordinating with county behavioral health agencies, local community-based organizations, law enforcement, and crisis services.
6) Demonstrated ability to work collaboratively with neighbors to problem solve concerns.
7) The ability to provide Medi-Cal billable Peer Support Specialist services to clients either directly or via a subcontracting relationship. This includes a requirement to document in the SmartCare electronic health record. If you propose a subcontracting relationship, this should be specified in the response to the RFP.
8) Demonstrated commitment to and success in implantation of diversity, equity, inclusion, and belonging initiatives.

F. Intended Outcomes, Goals, or Objectives:

The Peer Respite Program is designed to be an alternative to more intensive behavioral health services, including crisis services and inpatient hospitalization. The following objectives will be measured:

1) By January 1, 2029, maintain an occupancy rate of 90% over the past 12 month period.
2) Fewer than 10% of clients will be discharged to a crisis or hospital setting (excluding crisis residential)
3) Fewer than 20% of clients will require a Mobile Crisis, SAFE, or other field-based crisis contact while in the Peer Respite Program
4) At least 75% of clients will receive one or more individual and/or group peer support and education services each week in the Peer Respite Program
5) At least 90% of clients discharged will have behavioral health supports in place
6) At least 90% of clients discharged will have a housing plan in place or be successfully connected with a housing-based case manager

G. Reporting and Performance Requirements

The following data are required to be collected and reported to BHRS:

- Daily census must be maintained in both HMIS and SmartCare using ISL205 coding for Peer Respite (this will facilitate monthly reporting on number of individuals served, average length of stay, and occupancy rate)
- Specialty Mental Health Services must be documented in SmartCare
- Monthly reporting on number and types of groups and individual clinical and support services offered, average attendance (all billable services)
- Monthly reporting on discharge location (e.g. home to family, CSU, inpatient hospital)
- Monthly reporting on Mobile Crisis, SAFE, or other field-based crisis contacts
- Individual service level data on each participant not claimed to Medi-Cal, including non Medi-Cal billable services, outreach and engagement activities not captured in client data, and direct client expenditures (e.g. housing supports, transportation, flex funds). Additionally, services provided to individuals without Medi-Cal coverage must be reported.
- Demographic reporting must be maintained and kept up to date in SmartCare
- Annual report and evaluation
- Names of staff members, fluent languages they speak, and cultural responsiveness trainings offered and received

- Client and caregiver satisfaction and outcomes surveys annually
- Participation in BHRS Quality Improvement and Equity data reporting
- Monthly invoices

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 Proposal RFP-HHS-2026-17; and the terms and conditions required by the original funding source for the programs and services described by this RFP and the terms and conditions of the County of Marin's Professional Services Contract. The County's Professional Services Contract contains specific provisions, including but not limited to nondiscrimination in hiring and in the provision of services, program evaluation, record keeping, payments, limitations and obligations, conflict of interest, indemnification and insurance, assignment, and the Health Insurance Portability and Accountability Act (HIPAA). By submitting a Proposal, 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. Additional Sexual Abuse and Misconduct (SAM) insurance is also required. Prior to submitting a proposal, 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. The County reserves the right to impose additional insurance requirements based on the type of service delivered, examples include but are not limited to cybersecurity liability insurance or sexual misconduct and molestation liability.

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

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

C. Administrative and Legal Requirements

1. Contractors will be paid on a monthly basis, following the submission of an invoice for services performed to County's satisfaction. Specific instructions will be provided to the contractor upon award of a contract. Services will be reimbursed for contracted services provided on the monthly invoices, not to exceed the total contract amount. It is the responsibility of the contractor to track expenditures and any services provided by contractor and/or subcontractors. Expenses that exceed the allocation will not be reimbursed.

2. This RFP and any resulting agreement, contract, and purchase order shall be governed by all applicable federal, state and local laws, codes, ordinances and regulations, including but not limited to, those promulgated by CAL-OSHA, FED-OSHA, EPA, EEOC, DFEH, the California State Department of Health Services, and the County of

Marin. All matters and subsequent contract shall be governed by, and in accordance with, the substantive and procedural laws of the State of California. The applicant agrees that all disputes arising out of or in connection with the Professional Services Contract and the procurement process shall be construed in accordance with the laws of the State of California and that the venue shall be in Marin County, California.

3. Nuclear Free Zone: The County is a nuclear free zone, in which work on nuclear weapons or the storage or transportations of weapons-related components and nuclear material is prohibited or appropriately restricted. The County is prohibited or restricted from contracting for services or products with, or investing County funds in, any nuclear weapons contractor.

4. Non-Appropriations: The County's performance arising from this RFP process is contingent upon the availability of funds. Should funds not be appropriated or otherwise made available to the County, any contract entered into pursuant to this RFP will be terminated with respect to any payments for which such funds are not available.

5. Applicant must be legally authorized to conduct business in the State of California and have established administrative and program resources to provide services in Marin County. The applicant must also have appropriate federal, state and local permits or certifications necessary to perform the services that are the subject of this RFP.

6. Prior to executing a contract, the applicant (and any subcontractors/partners) must be able to provide the following written policies and procedures that comply with and are otherwise acceptable to the federal, state and local statutes, laws, regulations, and ordinances:

    a. Conflict of interest policy for staff and governing boards, if applicable.
    b. Grievance procedure for customers and clients.
    c. Does not discriminate against nor deny employment or services to any person on the grounds of race, color, religion, sex, national origin, age, disability, citizenship, political affiliation or belief.
    d. Complies with the 1990 ADA, the Americans with Disabilities Act, Sections 504 and 508 of the Rehabilitation Act of 1973 as amended, and all other applicable Federal and State accessibility laws and regulations.

7. Applicants must have proven fiscal capacity including capacity for fund accounting.

8. Applicants must have access to non-County funds sufficient to cover any disallowed costs that may be identified through the audit process.

9. Applicants must agree that state, federal, and local monitors or auditors may review provider facilities and relevant financial and performance records to ensure compliance with funding requirements.

10. Applicants must be eligible to receive federal funds.

11. 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: 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 proposal 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	September 25, 2026
RFP Released to Prospective Applicants	September 25, 2026
Question/Answer Period Opens	September 25, 2026
Pre-Proposal Conference	October 5, 2026, 1-2pm
Question/Answer Period Closes	October 15, 2026, before 3:01pm
RFP Answers Posted	October 22, 2026
RFP Due	October 30, 2026, before 3:01pm
Proposal Review and Selection Process	November 2026
Notification of Intent to Award	Late November, 2026
Protest Period	Within 5 calendar days of Notice of Intent to Award Posted
Public Announcement	Early December, 2026
Board of Supervisors contract approval*	Late December, 2026
Contract Start Date**	January 1, 2027

*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. PROPOSAL INSTRUCTIONS

In responding to the RFP (the submission is hereinafter referred to as "proposal") 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 Proposal Review Committee. A non-response will result in disqualification of the Proposal. Ensure that all applicable fields are completed and that the cover page is signed.

A. Cover Page (Attachment A – See template)

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 8 pages as specified)

1. Describe how your organization meets the eligibility requirements – 1 page (see page 6 of this RFP)
2. Describe your plan to locate an appropriate property for use as a Peer Respite Program. Include in your response how you will work with neighbors to address any concerns about the Peer Respite Program, including a plan for proactive outreach before the program launches. If your organization owns or already has a lease for an appropriate property, please include the address in your response – 1 page.
3. Describe your project plan, including the following: a) what type and size of facility will you seek out for the Peer Respite Program; b) how many clients do you expect to serve at any one time (bed capacity) and totals on a monthly and annual basis; c) what is the mix of single versus double rooms in the proposed facility; d) the facility staffing plan (how many and what types of staff); e) what support and clinical services will you provide on-site; f) how will you handle prescription medications for clients; g) how long do you expect clients to stay in the program; h) how you will approach situations in which clients are using substances; i) how you will receive and review referrals; j) how you will complete needs assessments for new placements within 24 hours of admission – 2 pages
4. Describe how you will handle potential behavioral health crises in the Peer Respite Program, including, but not limited to, suicidality, violence, substance misuse, and substance withdrawal symptoms – 1 page
5. Describe your plan to collect and report required data elements – ½ page (see page 7 of this RFP)
6. Describe your fiscal plan for operations and services, including ensuring BHSA Housing funding is only used for infrastructure and operations and Medi-Cal fee-for-service billing is used for support and clinical services – 1 page.
7. 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 in Marin, as appropriate? – 1 page
8. Describe any proposed or potential subcontracting relationships – ½ page.

C. Budget (Attachment B – See Template - No Page Limit)

1. Provide a list of any other funding sources tied to this project.

2. Provide a detailed project budget for the first fiscal year of the project period, e.g. January 1, 2027 through December 31, 2027, including any one-time expenses, not to exceed the total amount allowable per section II(B) using the template in Attachment B.

D. Non-Collusion Affidavit (Attachment E)

E. 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. This could include program brochures, outcomes evaluations, client testimonials, or other methods of sharing examples of your work;

4. Letters of commitment if you/your agency is proposing to subcontract or establish a formal collaboration to provide services

VI. PROPOSAL 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 proposals.
2. This RFP is in no way an agreement, obligation, or contract between County and any applicant.
3. The proposals 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 proposal, 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 proposal 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 proposal and closing of the proposal 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 proposals received. Therefore, it is important that the proposal 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 proposal 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. A proposal may be **immediately** rejected and disqualified for any of the following reasons:
    a. The proposal is not received at the time and place specified in the RFP;
    b. The proposal 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 proposer, proposer'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

Submittal Requirements
The Marin County Department of Public Works has transitioned its bidding processes to the Bid Express® online platform. Please submit your proposal including all attachments by October 30, 2026, before 3:01 pm PST. No verbal proposal will be considered.

Bidders can access current solicitations and a how-to guide for first-time Bid Express users County of Marin Bid Express home page at https://www.bidexpress.com/businesses/53528/home Bidders must register for a free Bid Express account to view project solicitations; download bid documents; see the plan holder's list and submit bid RFIs.

Submitted responses must include the form(s) provided with this solicitation package. All items shall be filled in and the signatures of all persons signing shall be written and printed in longhand. All proposals submitted must have a completed Offer form signed by a duly authorized officer of the proposing contractor. Proposals not submitted on the form(s) provided, unless otherwise specified, may not be considered by the County of Marin Procurement Division.

Electronic submissions via Bid Express® OR one (1) written original (marked as such) and one electronic copy on a USB are due on October 30, 2026, before 3:01 pm PST. Sealed Proposals must be received by the due date and time. Once received, all original and/or copies of the proposal become property of the County of Marin and will not be returned. Proposals will be considered late if not received by the above due date and time, regardless of postmark date, and will be rejected and returned to the proposer unopened.

Proposals shall be submitted electronically via BidExpress or in-person by an appropriate date/time. An acknowledgement email will be sent to you when your proposal has been received. If you do not receive an email indicating "Received" it is your responsibility by November 2, 2026 to follow-up with staff at Procurement@MarinCounty.gov to confirm receipt. If you do not obtain a "Received" email and also do not follow-up, staff is not required to consider your submission.

Delivery Address:

Marin County Department of Health and Human Services,
C/O: David Lawlor
3501 Civic Center Drive #304
San Rafael, CA 94903

All proposals shall be clearly marked "RFP-HHS-2026-17 - Do Not Open" on the outside of the proposal package.

The County of Marin reserves the right to reject any and all proposals and to elect not to enter into any contract for the services described in the scope of work. The County reserves the right to make multiple awards of this proposal. The County of Marin also reserves the right to request clarification of information from the proposer.

1. Proposals must be received by the date and time recited above. It is up to the applicant to ensure that the proposal 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 Proposals submitted in the format described within this RFP will be considered. Proposals must be submitted via website and uploaded 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. A proposal 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 Proposals, may cancel, amend or reissue the RFP at any time prior to contract approval and may waive any immaterial defect in a proposal. The County's waiver of an immaterial defect shall in no way modify the Proposal requirements or excuse the applicant grantee from full compliance with the objective if awarded the contract.

5. The proposer agrees and certifies that they or any of their agents, servants, or employees is not an agent or employee of the County of Marin. The proposer is an independent solely responsible for proposer's acts. The resulting Contract and/or Purchase Order shall not be construed as an agreement for employment with the County. The Non-Collusion Affidavit – Attachment E shall be signed and returned with the submitted proposal.

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 October 22, 2026**.** No telephone consultation will be provided. **Questions must be submitted via email to Procurement@MarinCounty.Gov or via BidExpress.**

(3) **Pre-Proposal Conference:** There will be a non-mandatory pre-proposal 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.marincounty.gov/contracting-opportunities

Date: Monday October 5, 2026
Time: 1:00-2:00pm
Location: Virtual – Microsoft Teams
https://teams.microsoft.com/meet/249858259914171?p=fYhyZ6bsgn5YGfhqbM
Meeting ID: 249 858 259 914 171
Passcode: gf3FU3M9
Dial in by phone
+1 707-324-1762,,163070203# United States, Santa Rosa
Phone conference ID: 163 070 203#

VII. PROPOSAL REVIEW AND SECLECTION PROCESS

A. Proposal 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 proposal may be disqualified.

All proposals that pass the initial technical review will be submitted to a selection committee that shall evaluate and rank the proposals. 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 proposal 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 E. The County reserves the right to seek clarifying or additional information from applicants, potentially including site visits or agency interviews.

The committee will make an award recommendation to the Director of Behavioral Health and Recovery Services 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 Proposals. 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 proposal, 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 five days after the notice of intent to award the contract, by email to Procurement@MarinCounty.Gov or at the following address:

Marin County Department of Health and Human Services,
C/O: David Lawlor
3501 Civic Center Drive #304
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 Proposal(s), the public notice, the Request for Proposal document, and the scoring instruments of the Proposal 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 proposal 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 & RECOVERY SERVICES

PEER RESPITE PROGRAM

RFP-HHS-2026-17

Date: _____

Legal Applicant: Organization Name: Address: Telephone: E-mail: Contact Person: Contact Person's E-mail Address: Type of Organization (if Applicable): Date of Submission: **Federal Tax ID No.** **Funding Requested**
Certifications I certify that to the best of my knowledge the information contained in this application is accurate and complete and that I have the legal authority to commit this agency to a contractual agreement. I understand that final funding for any service is based upon funding levels and the approval of the Marin County Board of Supervisors. I further certify that the costs of the proposed project can be carried by the applicant for at least 60 days at any point during the term of the contract. Signature: Date: Name: Title:

For County Use Only

Date Received:	**Time Received:**
Marin County Staff Signature Acknowledging Receipt of Application:	

Attachment B - RFP Budget - Peer Respite Program

Applicant:

Proposed Program Capacity: (bed count)

Peer Respite Facility Budget

Projected Housing Related-Costs	***Description***	**Estimated Cost for a Full Year**
Facility lease / rent		
Utilities + internet		
Property / liability insurance		
Repairs & maintenance		
Janitorial / cleaning		
Food & groceries		
Household / hygiene supplies		
Furnishings / appliance replacement		
Client Transportation		
Property / facility management		
Site monitors / facility coverage		
Other housing cost:		
One-time start-up housing costs		
subtotal		$ -
Indirect (%)		$ -
	Housing Total	**$ -**

Specialty Mental Health Services Costs	***Description (including FTE)***	**Estimated Cost for a Full Year**
Peer Support Specialists		
Peer Program Supervisor		
Clinical consultation (if applicable)		
Program Staff computer, cell phone		

Other Program Staff Operating expenses		
Program supplies		
Other:		
Other:		
Other:		
Other:		
subtotal		$ -
Indirect (%)		$ -
	Specialty Mental Health Total	**$ -**

Total Expected Program Costs	$ -

Projected Medi-Cal Revenue	**15 min increments (units)**	**FY26/27 Rate**	**Projected Revenue**
1:1 billable Peer Support		$67.00	$0.00
Group Services, per client		$14.89	$0.00
Subtotal	0		**$0.00**

Please list any additional planned revenue from outside this contract that will help offset the costs listed above. This could include Commercial Insurance for non-Medi-Cal clients, Enhanced Care Management (ECM), Housing Tenancy Sustaining Services or Housing Navigation, grants, fundraising, etc. Please specify all additional planned funding source(s) below and projected revenue for each.	**Projected Revenue**
Subtotal	**$0.00**

Attachment: C

Health and Human Services RFP Scoring Tool

Employee Name, Agency, Role

HHS RFP Scoring Tool: **RFP HHS-2026-17**

Threshold Criteria

	Yes	No
Applicant has submitted a complete proposal	☐	☐
Proposal was received by the deadline of 3:01pm Pacific Time on Friday October 30, 2026	☐	☐

If project does not meet threshold criteria, further review is not necessary.

Category	Total pts	Score	Notes
Cover Page – Doe the cover page include all requested items?	1 pts		
Applicant Capability 1. Does the organization meet the eligibility requirements a. At least two years providing peer services b. At least two years providing short-term residential treatment c. Willingness to serve Marin County residents d. Willingness to hire a Program Director (or similar title) who has Medi-Cal Peer Support Specialist certification e. Ability to coordinate with county behavioral health agencies, local CBOs, law enforcement, and crisis services f. Ability to collaborate with neighbors	15 pts		

g. Ability to provide Medi-Cal billable Peer Support Specialist services h. Commitment to diversity, equity, inclusion, and belonging 2. Plan to locate a property, work with neighbors, proactive outreach 3. Project plan a. What type and size of facility b. Bed capacity c. Single vs. double rooms d. Facility staffing plan e. Support and clinical services provided on site f. Prescription medication handling g. Duration of time clients can stay h. Client substance use i. Receive and review referrals j. Needs assessments for new placements 4. How will you handle behavioral health crises? 5. Plan to collect and report data 6. Fiscal plan for operations and services 7. Equity and inclusion perspective 8. Subcontracting relationships (not scored)	12 pts 17 pts 5 pts 5 pts 5 pts 5 pts		
Budget – Are the applicant's budget narrative assertions realistic, competitive and complete? If there are other funding sources tied to the project, are they listed and are they realistic?	35 pts		
Total			

CAO Contract Log #_____

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 ten 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:

The County of Marin shall be entitled to use any and all work product resulting from this Contract, and Contractor hereby grants County an irrevocable, non-exclusive and royalty-free license to use, copy, publish, reproduce, and make derivative use of the same.

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, digital 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**
EXHIBIT A.	☐	**Scope of Services**	
EXHIBIT B.	☐	**Fees and Payment**	
EXHIBIT C.	☐	**Insurance Reduction/Waiver**	
EXHIBIT D.	☐	**Contractor's Debarment Certification**	
EXHIBIT E.	☐	**Subcontractor's Debarment Certification**	
EXHIBIT F.	☐	**Federal Provisions Exhibit/ Attachment 1**	
OTHER REQUIRED	☐		
EXHIBITS (HHS	☐		
USE ONLY)	☐		

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 – E

NON-COLLUSION DECLARATION TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH PROPOSAL

The undersigned declares: "I am the _____ of _____, the party making the foregoing proposal. The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or sham. The proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal. The proposer has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or to refrain from proposing. The proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer. All statements contained in the proposal are true. The proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, to effectuate a collusive or sham proposal, and has not paid, and will not pay, any person or entity for such purpose. Any person executing this declaration on behalf of a proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the proposer. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____[date], at _____[city], _____[state]."

(Amended by Stats. 2011, Ch. 432, Sec. 37. (SB 944) Effective January 1, 2012.)

_____

Printed Name of Document Signer

_____

Signature of Document Signer