

**LEWIS AND CLARK COUNTY, MONTANA
REQUEST FOR PROPOSALS
PEER SUPPORT DROP-IN CENTER SERVICES**

Statement of Purpose

Lewis and Clark County is soliciting responses from qualified organizations to provide Certified Peer Support Specialist Drop-In Center services for Lewis and Clark County residents seeking mental health and substance misuse disorder programming needs. Lewis and Clark County has committed \$100,000 annually in direct operational costs for these services, subject to budget approval each fiscal year.

Conduct of Solicitation

A cone of silence shall be established on all Lewis and Clark County formal solicitation processes. The cone of silence prohibits any communication regarding a formal solicitation between any offeror (or its agents or representatives) or other entity with the potential for a financial interest in the award (or their respective agents or representatives) and any Lewis and Clark County elected official, employee, or agent other than the designated point of contact for the solicitation. The designated point of contact for this solicitation is Casey Hayes, Purchasing Officer, chayes@lccountymt.gov.

The cone of silence shall be in effect from the time of posting the formal solicitation on the County's website and until the County issues a Notice of Intent to Award, cancels the solicitation, or otherwise takes action to end the selection process.

Violations of the cone of silence may be grounds for disqualification from the selection process. The cone of silence shall not apply to communications at any public proceeding or meeting.

In order to ensure a fair and objective evaluation of all proposals, all questions regarding the RFP must be submitted in writing via email to the designated point of contact on or before November 13, 2024. An addendum containing responses to questions received will be posted on the County's website at <https://www.lccountymt.gov/Government/Grants-and-Purchasing/Bids-and-Proposals-Current> no later than November 20, 2024. It is the responsibility of each offeror to check the website if it is interested in the questions received and the respective responses provided by the County. Under no circumstances may offerors contact any County staff member, agent, or elected official directly. All communications regarding this RFP shall be directed to the designated point of contact.

Proposal Submittal

Offerors shall submit three (3) hard copies of the proposal and one (1) digital copy in PDF format on a flash drive in a sealed envelope clearly marked *Peer Support Drop-In Center Services RFP*. Proposals should not exceed 16 pages, including resumes and a cover letter. Minimum font size for all text shall be 12-point. Offerors are solely responsible for all costs incurred in the preparation and submittal of a proposal.

Submit proposals to:

Lewis and Clark County Commissioners
ATTN: Peer Support Drop-In Center Services RFP
316 N. Park Avenue, Room 345
Helena, MT 59623

Proposals must be received no later than 4:00 PM local time on November 26, 2024, at the address listed above. Proposals received after the deadline shall not be accepted. This solicitation is being offered in accordance with federal and state statutes governing procurement of professional services. Accordingly, Lewis and Clark County reserves the right to reject any and all proposals deemed unqualified, unsatisfactory, or inappropriate.

RFP Timeline

Publication of Notices	November 2 & November 9, 2024
Questions Due	November 13, 2024
Responses to Questions Posted on County Website	No Later Than November 20, 2024
Proposal Submittal Deadline	4:00 PM, November 26, 2024
Proposal Evaluation Meeting	No Later Than December 2, 2024
Interviews (optional)*	No Later Than December 5, 2024
Notice of Intent to Award	No Later Than December 6, 2024

*The County reserves the right to interview firms in order to assist in the evaluation process. Interviews will be granted to the top two scoring firms, only, if the difference of average preliminary evaluation scores is narrow. Preliminary evaluation scores may be changed based upon information provided by firms during the interview process.

Scope of Services

In order to be deemed responsive to the solicitation, proposals must include information related the following scope of services:

- Provide Certified Peer Support Specialist (CPSS) led community services for client-driven mental health and substance misuse programming needs as a best practice Drop-in Center;

- Recruit, hire, orient, train, and supervise at least four (4) staff members: one (1) full-time employee (FTE) Manager, and three (3) full or part-time CPSSs, or CPSSs in process of obtaining certification. A minimum of two (2) staff must be on shift during operating hours.
- Ensure CPSSs receive ongoing support and training;
- Employ client-centered, trauma-informed, and evidence-based practices;
- Collaborate with community and other area service providers in support of clients served;
- Address individualized needs of each client, to include socialization, crisis mitigation, and improvement in quality of life. Services may include, but are not limited to:
 - Substance misuse recovery management;
 - Behavioral health management;
 - Gender specific recovery support;
 - Group gatherings;
 - Action plan development for wellness recovery;
 - Wellness education in collaboration with identified area providers;
 - Recreational therapeutic activities for individuals or small groups which may include games, art, and other creative activities;
 - Food security initiatives including on-site meals and to-go food bags;
 - Application assistance for SNAP food benefits and Medicaid;
 - Identification access assistance including birth certificates, State ID, VA documentation, and SSI/SSDI;
 - Coordination of transportation for behavioral health and medical services;
 - Volunteer opportunities at the Drop-In Center, other local programs, and other area providers; and
 - Native American culture and practices study groups in collaboration with Helena Indian Alliance and other Native American culture specific providers.
- Ensure hours of accessibility meet the needs of the identified population;
- Collaborate with community partners in support of Drop-in Center clients;
- Develop safety and boundary rules with CPSSs and clients;
- Staff, coordinates, and maintain the Drop-In Center Advisory Board with client representation, including:
 - Facilitation of a monthly Peer and Client Advisory Meeting; and
 - Coordination of transportation, for clients, to and from meetings, when needed.
- Provide CPSS and Case Management Services through linkages with individualized resources: housing, transportation, education, medication, behavioral health services, education, employment, food, insurance groups for veterans, and disability benefits;
- Protect participants' rights through compliance with the Americans with Disabilities Act (ADA) and a formal grievance process; and
- Provide timely and accurate reports of all activities, each month, in a format agreed upon by the County. Specific measures will include:

- Participant: Individual demographics, referral sources, military status, corrections system involvement, co-occurring disorder status, crisis interventions and outcomes;
- Drop-In Center: Hours of operation, number of participants, risk management incidents, volunteer hours and number of placements, number of community partner education hours, outcomes from satisfaction surveys, activities offered.

Project Duration

The Professional Services Contract with the selected offeror is anticipated to begin January 1, 2025, and may be up to seven years through December 31, 2032, dependent on annual budget authorization by the Board of County Commissioners.

Proposal Content Requirements

The proposal should demonstrate the firm has the professional capabilities and resources available to satisfactorily and timely complete all the tasks as described in the *Scope of Services* section of this RFP. In order to be deemed responsive to the solicitation, proposals shall include:

1. The firm's legal name, address, telephone number, federal Employee Identification Number (EIN), and principal contact email address.
2. A statement of the firm's experience in peer support-led drop-in center services and the qualifications of the key staff to be assigned to the Project, including resumes.
3. A comprehensive description of the methodology and business plan the firm will employ in order to meet the requirements identified in the *Scope of Services* including a detailed work plan and schedule.
4. A budget that takes into consideration the total expenses related to providing these services as outlined in the *Budget* section of this RFP and includes a comprehensive listing of any other estimated direct costs.
5. Current work activities of firm.
6. References for the individual/firm and any subconsultants to include brief project descriptions for at least three (3) clients with whom the individual/firm or any subconsultants have worked with in the past four (4) years which are similar in nature to *Scope of Services* described in this RFP. Please include the following information:
 - a. Name of client;
 - b. Name and title of client's primary contact;
 - c. Phone number, email address, and mailing address of the client's primary contact; and
 - d. A brief description of the types of services provided, the location where the services were provided, and the dates of service.

Evaluation Criteria

Proposals will be scored by the committee as a whole and ranked based on their average score. Upon receipt of proposals, evaluation committee members will evaluate all responses independently and assign individual scores based on the following evaluation criteria:

Criteria	Points Possible
1. Quality of proposal. Minimum requirements of RFP were met (e.g., page number maximum not exceeded, all required information included). Response is free of grammatical and spelling errors.	10
2. Methodology and business plan. Proposal outlines a comprehensive plan that will fulfill the requirements listed in the Scope of Services. Budget is appropriate and reasonable.	40
3. Qualifications. Proposal provides a comprehensive outline of experience working in the field of behavioral health peer supported drop-in centers, highlighting the experience of key personnel staffing the program. Offeror has provided three (3) references attesting to their qualifications and to their ability to work with community partners.	25
4. Experience. Proposal demonstrates overall experience working directly with individuals with behavioral health conditions in peer support services, and provides a detailed description of how the organization has done such.	25
TOTAL	100 points max

Budget

In order to be deemed responsive to the solicitation, offerors must provide a budget to include, at a minimum, the annual expenses by type, amounts, and justifications for each of the following line items.

Expense Type	Annual Amount	Justification
Personnel Services:		
Administration:		
Facility:		
Training & Development:		
Supplies:		
Other Expenses:		
Grand Total:		

Contractual Terms and Conditions

The selected vendor agrees to accept and execute the County's professional services agreement (example included herein). Lewis and Clark County reserves the right to require the vendor to execute such further documents, contracts, agreements, or forms as may be reasonably necessary to express the intentions of the parties, or which may be recommended by the County Attorney's Office.

The vendor shall maintain general liability insurance in the amount of one million dollars (\$1,000,000.00) per occurrence (minimum) and two million dollars (\$2,000,000.00) aggregate and shall also maintain workers' compensation insurance. Both general liability and workers' compensation insurance must be from an insurance carrier licensed to do business in the State of Montana. The vendor agrees to furnish proof of insurance to the County prior to commencing work. The County must be listed as additionally insured on the general liability insurance certificate. Insurance certificates will be provided to the County at the time a contract is executed.

All reports, information, data, and other materials prepared by the selected offeror shall become the property of Lewis and Clark County which has the exclusive and unrestricted authority to release, publish or otherwise use, in whole or part, information relating thereto. Any reuse without written verification or adaptation by the selected offeror for the specific purpose intended will be at Lewis and Clark County's sole risk and without liability or legal exposure to the selected offeror. No material produced in whole or in part under an agreement resulting from this solicitation may be copyrighted or patented in the United States or in any other country without the prior written approval of Lewis and Clark County.

This solicitation is being offered in accordance with county regulations and federal and state statutes governing procurement of professional services. Accordingly, Lewis and Clark County reserves the right to negotiate an agreement based on fair and reasonable compensation for the scope of work and services proposed, as well as the right to reject any and all proposals deemed nonresponsive, unqualified, unsatisfactory, or inappropriate.

LEWIS AND CLARK COUNTY REQUEST FOR PROPOSALS STANDARD TERMS AND CONDITIONS

By submitting a proposal to this Request for Proposals, the Offeror agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation.

1. **Authority.** This Request for Proposals (RFP) is issued under the authority of the Lewis and Clark County Purchasing Policy. The RFP process is a procurement option which allows the award to be based on evaluation criteria in addition to cost. The relative importance of all evaluation criteria is found herein and only the evaluation criteria outlined in the RFP will be used. Lewis and Clark County (herein, the “County”) reserves the right to accept or reject any or all proposals, wholly or in part, and to make awards in any manner deemed in the best interest of the County.

2. **Competition.** Lewis and Clark County encourages free and open competition among Offerors to obtain quality, cost-effective services and products. Whenever possible, specifications, invitations, and conditions are designed to accomplish this objective, consistent with the necessity to satisfy the County’s needs and accomplishment of a sound economical operation.

The Offeror’s submission of a proposal guarantees that the prices quoted have been established without collusion with other eligible Offerors and without effort to preclude Lewis and Clark County from obtaining the lowest possible competitive price.

Prior to the award of the contract, proposals may be held by Lewis and Clark County for a period not to exceed 90 days from the date of the opening of proposals for the purpose of reviewing proposals and investigating the qualifications of the Offerors.

3. **Public Inspection of Proposals.** All information received in response to this RFP, including copyrighted material, is deemed public information and with one exception will be available for public viewing and copying after the proposal deadline.

The public will not be able to view bona fide trade secrets meeting the requirements of the Uniform Trade Secrets Act, Title 30, Chapter 14, Part 4, MCA. The purchasing officer will remove any such trade secrets from the RFP prior to public viewing.

4. **Bona Fide Trade Secrets.** Confidential information meeting the requirements of Title 30, Chapter 14, Part 4, MCA will be available for review only by the purchasing officer, the evaluation committee members, and limited other designees. Before the RFP is made available to the public, the purchasing officer will remove the confidential information if the following conditions are met:

- Confidential information is clearly marked and separated from the rest of the proposal;
- No confidential material is contained in the cost section; and
- An affidavit from the Offeror's legal counsel attesting to and explaining the validity of the trade secret claim is attached to the proposal.

The Offeror shall pay all legal costs and fees associated with defending a claim for confidentiality if a “right to know” request is received from another party.

In order for an Offeror to request that material be kept confidential, a notarized Affidavit for Trade Secret Confidentiality shall be provided by the Offeror’s attorney acknowledging that material included in a proposal is open to public inspection except for information that meets the provisions of Montana’s Uniform Trade Secrets Act.

5. Classification of Proposals as Responsive or Non-responsive. All proposals will be classified as either “responsive” or “non-responsive.” A proposal is considered “responsive” if it conforms in all material respects to the requirements of the RFP. A proposal may be found non-responsive if:

- Required information is not provided;
- The cost proposal is excessive or inadequate as measured by criteria stated in the RFP;
- The proposal does not conform to the specifications described and required in the RFP.

If a proposal is found to be non-responsive, it will receive no further consideration.

6. Determination of Offeror Responsibility. The purchasing officer and/or the selection committee will decide whether an Offeror has met the standards of responsibility based on the requirements of the RFP. Factors used to determine the responsibility may include whether the Offeror has:

- The appropriate financial, material, equipment, or human resources to meet all contractual requirements;
- A satisfactory record of integrity;
- The legal ability to contract with the County;
- Provided all information requested for use in the determination of responsibility; and
- A satisfactory record of past performance.

An Offeror may be deemed “non-responsible” at any time during the procurement process if information surfaces to support such a determination.

7. Evaluation of Proposals and Offeror Interviews/Product Demonstration. The remaining proposals will be scored according to the evaluation criteria stated herein. The selection

committee may ask finalists to appear for interviews or product demonstrations or to provide written responses to items requiring clarification. Any costs associated with interviews or product demonstrations are the sole responsibility of the Offeror.

8. **County's Right to Investigate and Reject.** Lewis and Clark County may make such investigations as are deemed necessary to determine the ability of the Offeror to provide the product or services specified. The County reserves the right to reject any proposal if the evidence obtained fails to satisfy the County that the Offeror is properly qualified to perform the obligations of the contract. This includes the County's ability to reject a proposal based on negative references.
9. **Offeror Selection and Contract Execution.** After an evaluation of the Offeror, interviews, and/or product demonstrations, the selection committee will recommend a contract award, which the purchasing officer will communicate to the Offeror selected. If the Offeror and the County cannot agree on the contract terms, the County may move to the next ranked Offeror or cancel the RFP. The work described in the RFP may begin only after the contract is signed by all parties.
10. **County's Rights Reserved.** Submission of a proposal confers no rights upon any Offeror and shall not obligate the County in any manner whatsoever. Lewis and Clark County reserves the right to make no award and to solicit additional proposals at a later date.

The RFP in no way constitutes a commitment by the County to award and execute a contract. If such actions are deemed in its best interests, the County, in its sole discretion, reserves the right to:

- Cancel or terminate this RFP;
- Reject any or all proposals received in response to this RFP;
- Waive any undesirable, inconsequential, or inconsistent provisions of this RFP; and/or
- If awarded, suspend contract execution or terminate the resulting contract if the County determines adequate funds are not available.

11. **Nondiscrimination.** In accordance with federal and state laws, the Offeror agrees not to discriminate against any client, employee, or applicant for employment or for services because of race, creed, color, national origin, sex, or age with regard to, but not limited to, the following:

- Employment upgrading;
- Demotion or transfer;
- Recruitment or recruitment advertising;
- Lay-offs or terminations;
- Rates of pay or other forms of compensation;
- Selection for training; or
- Rendition of services.

Offerors and the awardee shall comply with all federal, state, and local laws, rules and regulations. Offerors and the awardee and any of the Offerors' and the awardee's sub-grantees, contractors, subcontractors, successors, transferees, and assignees shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract or agreement.

It is further understood that any Offeror who is in violation of this clause shall be barred forthwith from receiving awards of any purchase from Lewis and Clark County unless a satisfactory showing is made that discriminatory practices have ceased, and the recurrence of such acts is unlikely.

- 12. Cone of Silence.** A cone of silence shall be established on all Lewis and Clark County formal solicitation processes. The cone of silence prohibits any communication regarding a formal solicitation between any offeror (or its agents or representatives) or other entity with the potential for a financial interest in the award (or their respective agents or representatives) and any Lewis and Clark County elected official, employee, or agent other than the designated point of contact for the solicitation.

The cone of silence shall be in effect from the time of posting the formal solicitation on the County's website and until the County issues a Notice of Intent to Award, cancels the solicitation, or otherwise takes action to end the selection process.

Violations of the cone of silence may be grounds for disqualification from the selection process. The cone of silence shall not apply to communications at any public proceeding or meeting.

- 13. Advanced Payments.** Except as provided in law, provisions requiring payment by the County, fully or in part, for goods or services before receipt of such shall not be authorized.

- 14. Protest Procedure.** An Offeror aggrieved in connection with the solicitation or award may protest in accordance with the procedure outlined in the Lewis and Clark County purchasing policy.

LEWIS AND CLARK COUNTY PROFESSIONAL SERVICES CONTRACT (EXAMPLE)

An agreement made between Lewis and Clark County, a political subdivision of the State of Montana, herein referred to as "COUNTY", and *Company Name*, herein referred to as "CONSULTANT", whose address is *Street, City, State, Zip Code*, phone number is (XXX) XXX-XXXX, and Federal Employee Identification Number is XX-XXXXXX.

THE PARTIES AGREE AS FOLLOWS:

1. **EMPLOYMENT OF THE CONSULTANT:** The COUNTY hereby employs CONSULTANT as an independent contractor to complete and perform *Type of Professional Services services* needed for the *Name of Project Project*. The COUNTY reserves the right to choose key personnel that it feels are most suited to the specific task.
2. **SCOPE OF SERVICES:** The CONSULTANT will perform the Type of Professional Services services as shown in the attached and incorporated Exhibit A, which lists the scope of services relating to the *Name of Project Project*.
3. **INDEPENDENT CONTRACTOR:** The parties agree that CONSULTANT is an independent contractor of the COUNTY and not an employee or agent of the COUNTY and is not entitled to workers compensation or any benefit of employment with the COUNTY. The COUNTY will not have control over the performance of this agreement by the CONSULTANT or its employees, except to specify the time and place of performance. The COUNTY will not be responsible for security or protection of the CONSULTANT'S supplies or equipment.
4. **WARRANTY:** The CONSULTANT will perform all services in a professional manner. CONSULTANT will hold harmless the COUNTY from any loss or damage resulting from the actions of the CONSULTANT in those phases of the project to which this agreement applies. CONSULTANT acknowledges that it will be liable for any breach of this warranty.
5. **LIAISON:** The COUNTY's designated liaison with the CONSULTANT is *Officer's Name, Officer's Title* or their designee. The CONSULTANT's designated liaison with the COUNTY is *Name of Individual in Company*.
6. **EFFECTIVE DATE AND TIME OF PERFORMANCE:** The CONSULTANT will commence work *[a] by Month Day, Year or [b] upon approval of this Contract* by both parties and shall complete the described work by *Month Day, Year*.
7. **COMPENSATION:** For the satisfactory completion of the services described in Exhibit A the COUNTY will pay the CONSULTANT time and materials for a total sum not to exceed *Amount of Dollars/Cents (\$X,XXX.XX)*. CONSULTANT shall submit *[a] monthly [b] quarterly or [c] final* invoices to the COUNTY based on Exhibit B, Schedule of Billing Rates. The

COUNTY shall pay invoices within 30 days of invoice date.

8. CONFLICT OF INTEREST: The CONSULTANT covenants that it presently has no interest and will not acquire any interest, direct or indirect, in the project, which would conflict in any manner or degree with the performance of its services hereunder. The CONSULTANT further covenants, that in performing this Contract, it will employ no person who has any such interest.
9. MODIFICATION AND ASSIGNABILITY OF CONTRACT: This Contract contains the entire agreement between the parties, and no statements, promises, or inducements made by either party, or agents of either party, which are not contained in the written Contract, are valid or binding. This Contract may not be enlarged, modified or altered except upon written agreement signed by both parties hereto. The CONSULTANT may not subcontract or assign its rights, including the right to compensation, or duties arising hereunder without the prior written consent of the COUNTY. Any subcontractor or assignee will be bound by all of the terms and conditions of this contract.
10. OWNERSHIP AND PUBLICATION OF MATERIALS: All reports, information, data, and other materials prepared by the CONSULTANT pursuant to this Contract are the property of the COUNTY which has the exclusive and unrestricted authority to release, publish or otherwise use, in whole or part, information relating thereto. Any reuse without written verification or adaptation by the CONSULTANT for the specific purpose intended will be at the COUNTY's sole risk and without liability or legal exposure to the CONSULTANT. No material produced in whole or in part under this Contract may be copyrighted or patented in the United States or in any other country without the prior written approval of the COUNTY.
11. INDEMNIFICATION: CONSULTANT and the COUNTY shall indemnify and hold each other harmless from and against all claims, liabilities, actions, damages and expenses, including reasonable attorneys' fees, related to or arising out of their respective intentional malfeasance or negligent performances in connection with the work described in this Contract.
12. INSURANCE: CONSULTANT shall maintain general liability insurance in the amount of one million dollars (\$1,000,000.00) per occurrence (minimum) and two million dollars (\$2,000,000.00) aggregate. CONSULTANT also shall maintain workers compensation insurance. Both general liability and workers compensation insurance must be from an insurance carrier licensed to do business in the State of Montana. CONSULTANT agrees to furnish proof of insurance to the COUNTY prior to commencing work under this agreement. The COUNTY must be listed as an additional insured on the general liability insurance certificate for this agreement. Insurance certificates will be attached to this agreement.
13. COMPLIANCE WITH LAWS: CONSULTANT shall comply with all federal, state, and local laws, rules and regulations.

14. NONDISCRIMINATION: The CONSULTANT will not discriminate against any employee or applicant for employment on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, national origin, or sexual orientation.
15. PLACE OF PERFORMANCE, CONSTRUCTION, AND VENUE: Performance of this contract is in Lewis and Clark County of Montana and venue for any litigation arising from performance of this contract is the 1st Judicial District in and for the County of Lewis and Clark, State of Montana. This Contract will be construed under and governed by the laws of the State of Montana.
16. ATTORNEY FEES: Should either party be required to resort to litigation, arbitration or mediation to enforce the terms of this Agreement, the prevailing party, whether plaintiff or defendant, shall be entitled to costs, including reasonable attorney's fees and expert witness fees. If the court, arbitrator, or mediator awards relief to both parties, each party shall bear its own costs in their entirety.
17. TERMINATION: Either party may terminate this agreement upon thirty (30) days written notice to the other party. In the event of termination, the CONSULTANT will be compensated for services performed prior to termination. This does not include any compensation for anticipated profit on the value of services not performed.

End of Request for Proposals