- The format of this RFP has been simplified.
- Only the following pages require signatures:
  - Exhibit A Bid Response Packet, <u>Bidder Information</u> and <u>Acceptance</u> page
    - a. Must be signed by Bidder

CALIF

Please read **EXHIBIT A – Bid Response Packet** carefully, **INCOMPLETE BIDS WILL BE REJECTED.** Alameda County will not accept submissions or documentation after the bid response due date.

# **COUNTY OF ALAMEDA**

# REQUEST FOR PROPOSAL No. CY2015 HIV Prevention and Testing Services

For complete information regarding this project, see RFP posted at <a href="http://www.acgov.org/OAA">http://www.acgov.org/OAA</a> or contact the County representative listed below. Thank you for your interest!

**Contact Person: Keith Waltrip, OAA Director** 

Phone Number: (510) 268.7653

E-mail Address: Keith.Waltrip@acgov.org

### **RESPONSE DUE**

by

2:00 p.m.

on

November 16, 2014

at

Alameda County Public Health Department Office of AIDS Administration 1000 Broadway, Suite 310 Oakland, CA 94607



Alameda County is committed to reducing environmental impacts across our entire supply chain. If printing this document, please print only what you need, print double-sided, and use recycled-content paper.

# **COUNTY OF ALAMEDA**

# REQUEST FOR PROPOSAL SPECIFICATIONS, TERMS & CONDITIONS CY2015

## **HIV Prevention and Testing Services**

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### **ATTACHMENTS**

**EXHIBIT A - BID RESPONSE PACKET** 

**EXHIBIT B - INSURANCE REQUIREMENTS** 

EXHIBIT C - SCOPE OF WORK

**EXHIBIT D – BUDGET SUMMARY** 

**EXHIBIT E - BUDGET JUSTIFICATION** 

EXHIBIT G - VENDOR BID LIST

#### I. STATEMENT OF WORK

#### A. <u>INTENT</u>

It is the intent of these specifications, terms and conditions to describe the need for and administration of HIV Prevention Services required by Alameda County Public Health Department, the Alameda County Division of Communicable Disease Control and Prevention (DCDCP) and the Alameda County Office of AIDS Administration (OAA). These services will also be consistent with the National AIDS Strategy to align local efforts with regional and national HIV Prevention and Care efforts.

The funding for these services is provided by the United States Centers for Disease Control and Prevention (CDC) via the State of California Office of AIDS, and will be administered by the Alameda County Public Health Department/DCDCP/OAA for the provision of services for people residing in Alameda County living with or at risk for HIV/AIDS (PLWH/A).

The County intends to award one-year contracts (with option to renew) to the bidder(s) selected as the most qualified whose response conforms to this Request for Proposals (RFP) and meets the County's requirements. There may be annual contract extensions based on performance, State appropriations, and local allocations. The OAA reserves the right to put services up for bid at any time and/or to extend contracts beyond the one year project period.

#### B. <u>SCOPE</u>

 Through this RFP, the OAA seeks proposals to provide Prevention Services for people living with and affected by HIV/AIDS in Alameda County. The overarching goal for prevention services is:

To reduce the number and incidence of new HIV infections in Alameda County through focused, sustained and evidence-based interventions which work toward the CDC's goal of reducing the number of HIV infections in the US by 5% each year.

Under the above overarching goal are 10 Objectives that have been set forth by the Alameda County Comprehensive HIV Prevention Plan 2014-2016:

**Objective # 1:** To ensure widespread, accessible, and culturally competent HIV testing services, including routine, opt-out testing in health care and treatment settings and targeted HIV testing outreach to high-risk populations.

**Objective # 2:** To provide culturally competent partner services (PS) which inform the sexual and drug-using partners of persons with HIV of their potential infection risk and provide them with HIV testing options.

**Objective # 3:** To quickly and effectively link newly identified persons with HIV, including persons leaving incarceration settings, to all needed health and psychosocial services, including using evidence-based linkage interventions and providing follow-up support to ensure care engagement.

**Objective # 4:** To identify, locate, and effectively re-link previously diagnosed persons with HIV who are not in care, including persons leaving incarceration settings, to all needed health and psychosocial services, including using evidence-based linkage interventions and providing follow-up support to ensure care engagement.

**Objective # 5:** To provide culturally competent support services both inside and outside the health care setting that promote HIV medication and treatment adherence and that help retain persons with HIV in care, including peer-based services.

**Objective # 6:** To provide culturally competent risk assessment and risk reduction support services for persons with HIV in health care settings, including interventions to reduce HIV risk-related behaviors.

**Objective # 7:** To ensure widespread, accessible, and well-publicized syringe distribution and syringe exchange services.

**Objective # 8:** To promote expanded Hepatitis C testing and to link persons who test positive for Hepatitis C to appropriate assessment and treatment programs.

**Objective # 9:** To utilize targeted social marketing, media, mobilization programs, and condom distribution programs to raise awareness of HIV risk and the importance of HIV testing among both HIV-infected and non-HIV-infected populations wherever possible.

**Objective # 10:** To continually evaluate the effectiveness of HIV prevention efforts and to utilize evaluation findings to refine and improve local HIV prevention interventions and activities.

The following link will take you to the 2014-2016 Alameda County Comprehensive HIV Prevention Plan http://sn.im/2978qyz.

- The population of Alameda County is approximately 1,524,720 (2012).
   The number of PLWH/A currently residing in Alameda County is approximately 5,274 (2012).
- 3. The OAA intends to fund eight-ten (8-10) awards to provide Prevention Services which will serve populations reflective of the HIV/AIDS

epidemiological profile of Alameda County. This RFP is for services provided in Alameda County only.

Expected range of awards: \$60,000 - 100,000

Total for Prevention Services: \$ 725,000

<b>Target Popu</b>	lation	<b>Estimated Nu</b>	mber of Awards
> HIV P	ositive Individuals		2-3
Trans	gender Individuals		1
*(Afric	can American, Latino)		
Gay N	Men and MSM		2-3
*(Afric	can American, Latino)		
16		(1/2) N	
> IDUs		1 155	1
		<b>1</b> 1/2/1	
> Sexua	al and needle sharing partn	ers of	1
HIV+	individuals	P	
Wom	en at high risk		1
	partners, injection drugs, sex w	vork)	

Note: Each proposal must include HIV Positive Individuals and one other target population with an \*emphasis on African Americans and Latinos.

4. Alameda County Public Health Department intends to fund a range of prevention services for HIV infection. In accordance with State Office of AIDS guidelines

(http://cdph.ca.gov/programs/aids/Documents/LTRPreventionGuida nce2009-11-04.pdf), 75% of these funds must be used to fund the following Tier I activities.

All proposals must include the Tier I core activities:

- Targeted HIV Testing
- Partner Services
- Linkage to Care

Proposals can also include any of the following from Tier I:

- Retention and Re-engagement in Care
- HIV Positive Risk Assessment, linkage to services and behavioral interventions in healthcare settings.
- HIV Medication Treatment Adherence
- Condom Distribution

Up to 25% of your Prevention funds may also be used for Tier II activities

- Hepatitis C Testing
- Behavioral Interventions for High-Risk Negative People
- Social Marketing, Media and Mobilization.

Following is a list of State approved Behavioral Interventions that can be funded under this RFP:

CLEAR	D-Up!	PROMISE
Healthy Relationships	MPowerment	RESPECT
Partnership for Health	3MV	Sister to Sister
Willow	POL	
CONNECT	PCC	*Homegrown
START	PROMISE	(Proposal must
	VOICES/VOCES	include curriculum)

For detailed information regarding these interventions, go to http://www.effectiveinterventions.org/en/HighImpactPrevention/Interventions.aspx.

- 5. The services described in this RFP are intended for those Alameda County residents with HIV or at high risk of acquiring HIV infection. However, all services must be delivered *within* the County. Service recipients must meet the following criteria:
  - a. **Persons with confirmed HIV infection**;
  - b. Persons engaged in behaviors that put them at risk for acquiring HIV; or
  - c. Persons meeting the target population description.

## C. ACRONYM AND TERM GLOSSARY

Unless otherwise noted, the terms below may be upper or lower case. Acronyms will always be uppercase.

AIDS	Shall mean Acquired Immunodeficiency Syndrome
Agency	Shall refer to selected bidder that is awarded a contract
Bid	Shall mean the bidders'/contractors' response to this
	Request for Proposal
Bidder	Shall mean the specific person or entity responding to this
	RFP
Client(s)	Shall mean persons receiving HIV testing or Prevention
	Services.
Contractor	When capitalized, shall refer to selected bidder that is
	awarded a contract
County	When capitalized, shall refer to the County of Alameda
DCDCP	Shall mean the Alameda County Division of Communicable
	Disease Control and Prevention
Federal	Refers to United States Federal Government, its
1019	departments and/or agencies
HIPAA	Shall mean the Health Insurance Portability and
	Accountability Act of 1996
HIV	Shall mean Human Immunodeficiency Virus
HIV/AIDS	Shall mean Human Immunodeficiency Virus/ Acquired
	Immunodeficiency Syndrome
LEO	Local Evaluation Online. The State Prevention database
	system used for entry of prevention service data.
LHJ	Local Health Jurisdiction
Medi-CAL	Shall mean California Medical Assistance Program
OAA	Shall mean the Alameda County Office of AIDS
	Administration
PLWH/A	Shall mean people living with HIV/AIDS.
PO	Shall refer to Purchase Order(s)
Proposal	Shall mean bidder's response to this RFP. Bid.
Request for Proposal	Shall mean this document, which is the County of
	Alameda's request for contractors'/bidders' proposal to
	provide the goods being solicited herein; also referred
	herein as RFP
Response	Shall refer to bidder's proposal or quotation submitted in reply to RFP
RFP	Request for Proposal
	1edgest iot i tobossi

State	Refers to State of California, its departments and/or
	agencies
Contact	One prevention service encounter (i.e. testing, Individual
	Level Intervention session, person completing Group Level
	Intervention session, etc.)

#### D. BIDDER QUALIFICATIONS

#### 1. BIDDER Minimum Qualifications

- a. Bidder shall have been regularly and continuously engaged in the business of providing services to people living with and or at risk of becoming infected with HIV/AIDS for at least 3 years.
- b. Have a documented history of serving the proposal's target population.
- c. Be a certified not-for profit 501(c) (3) community based organization, hospital, public or private service applicant.
- d. Bidder shall possess all insurance policies, permits, licenses and professional credentials necessary to perform services as specified under this RFP and as required by County policy.

#### E. SPECIFIC REQUIREMENTS

#### 1. Contractor shall:

- a. Enter service provision data into the State Local Evaluation
  Online (LEO) database for each HIV Test completed and/or
  each service event including: Individual Level Intervention,
  Group Level Intervention, Referral for Services, Linkage to Care,
  Health Education.
- b. Verify linkage to primary care for each HIV positive client enrolled in services. Verification must be made by contact with the provider, client case manager, or dated appointment slip. Client self-reports is not acceptable.
- c. Verify actual primary care linkage of HIV positive client receiving Linkage to Care Services (LTC).

- 2. Services must conform to the Center for Disease Control and Prevention (CDC), the State of California Office of AIDS and Alameda County OAA policies and guidelines.
- 3. Contractor shall have or develop language assistance procedures for a) assessing the language needs of the population proposed; and b) translating both oral and written materials.
- 4. The 2015 Fiscal Year (FY) funding cycle for programs funded under this RFP is a one year project period beginning January 1, 2015 (or later) and ending December 31, 2015. There may be annual contract extensions based on performance, State appropriations, and local allocations. The OAA reserves the right to put services up for bid sooner and/or to extend contracts beyond the one year project period.
- 5. Funding restrictions in accordance with Federal, State and County policies:
  - a. State and County Prevention funds may not be used to provide items or services for which payment already has been made, or reasonably can be expected to be made, by third-party payers, including Medi-CAL, Medicare, and/or other State or local entitlement programs, prepaid health plans, or private insurance;
  - b. A maximum of 15% of the total *personnel* budget amount can be used for administration costs.
  - c. State Prevention funds **cannot** be used to purchase HIV test kits, condoms, lubricants, syringes, food, beverages or equipment.
- 6. Contractor's Responsibilities
  - a. Personnel
    - Provide clients with access to the highest quality of services by experienced, trained, and, licensed staff (when appropriate);

- 2) Provide staff supervision by an individual with appropriate clinical and/or supervisory experience at an approved or regularly scheduled time; supervisor conducts client record review at least annually to assess staff's documentation.
- 3) All HIV Test counselors must be observed by supervisory staff (not peer) performing a risk assessment and results disclosure counseling session at least annually with documentation of the observed assessment on file for review when requested.
- b. Policy & Procedure
  - 1) All Prevention Services will be delivered within Alameda County.
  - 2) Document each prevention service delivery encounter with the appropriate LEO form and entered into the LEO system in a timely manner.
  - 3) Comply with the Health Insurance Portability and Accountability (HIPAA) Act of 1996;
  - 4) Deliver services in an accessible location and confidential manner (privacy, safe and files secured);
  - 5) Meet federal and state requirements for safety, sanitation, access, public health and infection control.

#### c. Client Access

- Establish guidelines for language accessibility and cultural appropriateness based on identified target population to be served;
- 2) Maintain appropriate referral relationships with key points of access, within and outside of, the HIV care system to ensure referral into care of newly diagnosed with HIV, those with HIV who are not in care and for those at high-risk for HIV infection;
- 3) Effectively assess client needs and encourage informed and active client participation;
- Address client needs effectively through coordination of care with appropriate referrals;
- 5) Facilities must be accessible to all PLWH/A and those at high risk for HIV infection; and
- 6) Ensure staff is trained and capable of delivering services in a culturally and linguistically competent manner.

#### d. Quality Assurance

- 1) Input client level data into LEO as required;
- Conduct client satisfaction surveys at least annually;
- 3) Participate in the evaluation of Preventions Services; and
- 4) Perform or submit to testing program quality assessment.

#### 8. Fiscal

- **a.** Expenses will be reimbursed in response to monthly invoices submitted to the OAA;
- **b.** Payment on Prevention invoices will be contingent on the timely entering of service data into the State LEO system.

c. Contractor should **NOT** be solely reliant on this funding to provide services and/or to maintain agency operations.

### F. REPORTING REQUIREMENTS

- 1. Provide 6-month (mid-year) and year-end (final) progress reports.
- 2. Provide results of a yearly client satisfaction survey.
- 3. Participate in the programmatic initial and final site visits and yearly fiscal site visit.
- 4. Attend all meetings as required by OAA.



#### II. CALENDAR OF EVENTS

EVENT	DATE/LOCATION		
Request Issued	September 30, 2014		
Written Questions Due	by 2:00 p.m. on Octobe	er 15, 2014	
Networking/Bidders Conference #1	October 10, 2014 @ 10:00 am – 11:30 am	at: OAA 1000 Broadway, Ste 310 Oakland, CA 94607	
Networking/Bidders Conference #2	October 10, 2014 @ 1:00 pm – 2:30 pm	at: OAA 1000 Broadway, Ste 310 Oakland, CA 94607	
Addendum Issued	October 20, 2014		
Response Due	November 6, 2014 by 2	2:00 p.m.	
Evaluation Period	November 7 through December 5, 2014		
Board of Supervisors Letter Recommending Award Issued	December 12, 2014 (Pe	ending)	
Board Consideration Award Date	January 6 , 2014 (Pend	ing)	
Contract Start Date	January 1, 2015 (or late	er)	

**Note**: Award and start dates are approximate.

### G. <u>NETWORKING / BIDDERS CONFERENCES</u>

Networking/bidders conferences will be held to:

- 1. Provide an opportunity for bidders to ask specific questions about the project and request RFP clarification.
- 2. Provide the County with an opportunity to receive feedback regarding the project and RFP.

All questions will be addressed, and the list of attendees will be included, in an Addendum to this RFP following the networking/bidders conferences.

Potential bidders are strongly encouraged to attend networking/bidders conferences in order to further facilitate subcontracting relationships. Vendors who attend a networking/bidders conference will be added to the

Vendor Bid List. Failure to participate in a networking/bidders conference will in no way relieve the Contractor from furnishing goods and/or services required in accordance with these specifications, terms and conditions. Attendance at a networking/bidders conference is highly recommended but is not mandatory.

### III. COUNTY PROCEDURES, TERMS, AND CONDITIONS

#### H. EVALUATION CRITERIA / SELECTION COMMITTEE

All eligible and complete proposals will be evaluated by a County Selection Committee (CSC). The County Selection Committee may be composed of Public Health Department staff and other parties that have expertise or experience in HIV/AIDS service delivery and/or working with the priority populations. The CSC will score and recommend a Contractor(s) in accordance with the evaluation criteria set forth in this RFP. The evaluation of proposals from qualified bidders shall be within the sole judgment and discretion of the CSC.

Bidders shall neither contact nor lobby evaluators during the evaluation process. Attempts by Bidder to contact and/or influence members of the CSC may result in disqualification of Bidder.

The CSC will evaluate each eligible and complete proposal meeting the qualification requirements set forth in this RFP. Bidders should bear in mind that any proposal that is unrealistic in terms of the technical or schedule commitments, or unrealistically high or low in cost, will be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of the County's requirements as set forth in this RFP.

As a result of this RFP, the County intends to award a contract to the responsible bidder(s) whose response best conforms to the RFP and whose bid presents the greatest value to the County. All evaluation criteria are considered.

The basic information that each section of the proposal should contain is specified below. These specifications should be considered as minimum requirements. Much of the material needed to present a comprehensive proposal can be placed into one of the sections listed. However, other criteria may be added to further support the proposal whenever such additional criteria are deemed appropriate in considering the nature of the services being solicited.

Each of the Evaluation Criteria below will be used in ranking and determining the quality of bidders' proposals. Proposals will be evaluated according to each Evaluation Criteria, and scored on the zero to five-point scale defined below. The scores for all Evaluation Criteria will then be added, according to their assigned weight (below), to arrive at a weighted score for each proposal. A proposal with a high weighted total will be deemed of higher quality than a proposal with a lesser-weighted total. The final maximum score for any project is five hundred (500) points.

The evaluation process may include a two-stage approach including an initial evaluation of the written proposal and preliminary scoring to develop a short list of bidders that will continue to the final stage of oral presentation and interview (if needed) and reference checks. The preliminary scoring will be based on the total points, excluding points allocated to references, oral presentation and interview.

If the two-stage approach is used, the top bidders receiving the highest preliminary scores, with at least 200 points, will be invited to an oral presentation and interview. Only the bidders meeting the short list criteria will proceed to the next stage. All other bidders will be deemed eliminated from the process. All bidders will be notified of the short list participants; however, the preliminary scores at that time will not be communicated to bidders.

## The zero to five-point scale range is defined as follows:

0	Not Acceptable	Non-responsive, fails to meet RFP specification. The approach has no probability of success. If a mandatory requirement this score will result in disqualification of proposal.
1	Poor	Below average, falls short of expectations, is substandard to that which is the average or expected norm, has a low probability of success in achieving objectives per RFP.
2	Fair	Has a reasonable probability of success, however, some objectives may not be met.
3	Average	Acceptable, achieves all objectives in a reasonable fashion per RFP specification. This will be the baseline score for each item with adjustments based on interpretation of proposal by Evaluation

		Committee members.
4	Above Average/ Good	Very good probability of success, better than that which is average or expected as the norm. Achieves all objectives per RFP requirements and expectations.
5	Excellent / Exceptional	Exceeds expectations, very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success and in achieving all objectives and meeting RFP specification.

The Evaluation Criteria and their respective weights are as follows:

	<b>Evaluation Criteria</b>	Weight
A. Completeness of Response: Responses to this RFP must be typed on 8 ½ x 11 inch white paper with 1 inch margins all around, with a font size of 12 in Times New Roman. Responses must be complete.  Responses can be up to 40 pages including attachments.  Responses that do not include the proposal content requirements identified within this RFP and subsequent Addenda and do not address each of the items listed below will be considered incomplete, be rated a Fail in the Evaluation Criteria and will receive no further consideration.  Responses that are rated a Fail and are not		Pass/Fail
	considered may be picked up at the delivery location within 14 calendar days of contract award and/or the completion of the competitive process.	
В.	Financial Statement (See Exhibit A – Bid Response Packet)	Pass/Fail
C.	Debarment and Suspension: Bidders, its principal and named subcontractors are not identified on the list of Federally debarred, suspended or other excluded parties located at	Pass/Fail

	www.sam.gov.	
D.	<ul> <li>Technical Criteria:</li> <li>In each area described below, an evaluation will be made of the probability of success of and risks associated with, the proposal response:</li> <li>1. A comparison will be made of bidder's proposal to provide services with the requirements of this RFP. Credit will be given for responsiveness and technical expertise.</li> <li>2. The Proposal must demonstrate the process through which the client and his/her other service providers are included in the program in order to assess needs and eligibility for services.</li> <li>3. The Proposal must include a timeline to implement services.</li> <li>4. Bidder should demonstrate the bidder will NOT be solely reliant on this funding. Bidder should also demonstrate the ability to provide services until contract is complete and monthly invoices are paid.</li> <li>5. Bidder should clearly explain their process and assurance for all required data entry and reporting</li> </ul>	25 Points
E.	<ul> <li>Budget:</li> <li>The points for program budgets will be computed by dividing the amount of the lowest responsive bid received by each bidder's total proposed budget.</li> <li>An evaluation may also be made of:</li> <li>1. Reasonableness (i.e., does the proposed budget accurately reflect the bidder's effort to meet requirements and objectives?); and</li> <li>2. Realism (i.e., is the proposed budget appropriate to the nature of the products and services to be provided?).</li> <li>3. Consideration of price in terms of overall affordability may be controlling in circumstances where two or more proposals are otherwise adjudged to be equal, or when a superior proposal has a budget that the County cannot afford.</li> </ul>	15 Points
F.	Implementation Plan and Schedule: An evaluation will be made of how the Bidder will (1)	10 Points

	prepare for the implementation of services beginning on or around January 1, 2015, (2) plan to inform clients on how to access services, and (3) how services will be delivered. Bidder's plan should include an assessment of service at 3 and 6 months after the start of the program to assess effectiveness and any areas for improvement.	
G.	<ul> <li>Relevant Experience:</li> <li>Proposals will be evaluated against the RFP specifications and the questions below:</li> <li>1. Do the individuals assigned to the project have experience on similar projects?</li> <li>2. Are résumés complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?</li> <li>3. How extensive is the applicable education and experience of the personnel designated to work on the project?</li> <li>4. Do the agency and the individuals assigned to the project have the language ability and cultural competency to reach target population(s).</li> </ul>	20 Points
н.	<ul> <li>Understanding of the Project:</li> <li>Proposals will be evaluated against the RFP specifications and the questions below:</li> <li>1. Has bidder demonstrated a thorough understanding of the purpose and scope of the project?</li> <li>2. How well has the bidder identified pertinent issues and potential problems related to the project?</li> <li>3. Has the bidder demonstrated that it understands the deliverables the County expects it to provide?</li> <li>4. Has the bidder demonstrated that it understands the County's time schedule and can meet it?</li> </ul>	15 Points
I.	References (See Exhibit A – Bid Response Packet)	5 Points
J.	Overall Proposal	10 Points
K.	Oral Presentation and Interview (if needed): Each bidder invited to participate in an oral presentation shall not exceed sixty (60) minutes in	Pass/Fail

length. The oral interview will consist of standard questions asked of each of the bidders and specific questions regarding the specific proposal. The proposals may then be re-evaluated and re-scored based on the oral presentation and interview.

#### J. CONTRACT EVALUATION AND ASSESSMENT

During the initial sixty (60) day period of any contract, which may be awarded to Contractor, the CSC and/or other persons designated by the County will meet with the Contractor to evaluate services performance and to identify any issues or potential problems.

The County reserves the right to determine, at its sole discretion, whether:

- 1. Contractor has complied with all terms of this RFP; and
- Any problems or potential problems with the proposed services were evidenced which make it unlikely (even with possible modifications) that such services have met the County requirements.

If, as a result of such determination, the County concludes that it is not satisfied with Contractor, Contractor's performance under any awarded contract and/or Contractor's services as contracted for therein, the Contractor will be notified of contract termination effective forty-five (45) days following notice. The County will have the right to invite the next highest ranked bidder to enter into a contract. The County also reserves the right to re-bid this project if it is determined to be in its best interest to do so.

#### K. NOTICE OF RECOMMENDATION TO AWARD

1. At the conclusion of the RFP response evaluation process ("Evaluation Process"), all bidders will be notified in writing of the contract award recommendation, if any, by the OAA. The document providing this notification is the Notice of Recommendation to Award.

The Notice of Recommendation to Award will provide the following information:

- a. The name of the bidder being recommended for contract award; and
- b. The names of all other parties that submitted proposals.

- 2. At the conclusion of the RFP process, debriefings for unsuccessful bidders will be scheduled and provided upon written request and will be restricted to discussion of the unsuccessful bid.
  - a. Under no circumstances will any discussion be conducted with regard to contract negotiations with the successful bidder.
  - b. Debriefing may include review of successful bidder's proposal with redactions as appropriate.
- 3. The submitted proposals shall be made available upon request no later than five (5) calendar days before approval of the award and contract is scheduled to be heard by the Board of Supervisors.

## L. TERM / TERMINATION / RENEWAL

1. The term of the contract, which may be awarded pursuant to this RFP, will be for 1 year and renewed yearly for up to three (3) years.

#### M. QUANTITIES

Quantities listed herein are annual estimates based on past usage and are not to be construed as a commitment. No minimum or maximum is guaranteed or implied.

#### N. AWARD

- Proposals will be evaluated by a committee and will be ranked in accordance with the RFP section entitled "Evaluation Criteria/Selection Committee."
- 2. The committee will recommend award to the bidder who, in its opinion, has submitted the proposal that best serves the overall interests of the County and attains the highest overall point score.
- 3. The County reserves the right to reject any or all responses that materially differ from any terms contained in this RFP or from any Exhibits attached hereto, to waive informalities and minor irregularities in responses received, and to provide an opportunity for bidders to correct minor and immaterial errors contained in their submissions. The decision as to what constitutes a minor irregularity shall be made solely at the discretion of the County.

- 4. The County reserves the right to award to a single or multiple Contractors.
- 5. The County has the right to decline to award this contract or any part thereof for any reason.
- 6. Board approval to award a contract is required.
- 7. A contract must be negotiated, finalized, and signed by the recommended awardee prior *to* Board approval.
- 8. Final Standard Agreement terms and conditions will be negotiated with the selected bidder.
- 9. The RFP specifications, terms, conditions and Exhibits, Addenda to this RFP and Bidder's proposal, may be incorporated into and made a part of any contract that may be awarded as a result of this RFP.

#### O. INVOICING

- Contractor shall invoice the requesting department, unless otherwise advised, upon satisfactory receipt of product and/or performance of services.
- 2. County will use best efforts to make payment within twenty (20) days following receipt and review of invoice and upon complete satisfactory receipt of performance of services.
- 3. County shall notify Contractor of any adjustments required to invoice.
- 4. Invoices shall contain invoice month and number, remit to address and itemized products and/or services description and appropriate charges.
- 5. Contractor shall utilize standardized invoice upon request.
- 6. Invoices shall only be issued by the Contractor who is awarded a contract.
- 7. Payments will be issued to and invoices must be received from the same Contractor whose name is specified on the contract.
- 8. The County will pay Contractor monthly or as agreed upon, not to exceed the total RFP quoted in the bid response.

#### P. <u>PERFORMANCE REQUIREMENTS</u>

 Contractor must track and report on all six (6) performance requirements listed below in the midyear and annual progress reports to the assigned OAA Program Manager during the term of the contract.

#### 2. Targeted HIV Testing

- 1. All proposals must comply with State HIV Testing guidelines, including but not limited to: meeting training requirements, quality assurance protocols and activities, timely data entry.
- 2. Funded agencies must be prepared to participate in Social Network Strategy (SNS) HIV Testing.
- 3. Proposals must include agency plans to provide some HIV testing services in evening of weekend hours.
- 4. Use of incentives for HIV testing will be limited to only those people in target populations listed in the proposed scope of work.
- 5. While the programs will continue to use OraQuick for at least the next year, we may soon be using other rapid test kits. In preparation for this, all testing agencies will be required to use the current OraQuick test kits on finger stick blood specimens. We will no longer use oral swab specimen collection for rapid HIV testing. Oral specimen collection (OraSures) will still be allowed for confirmatory testing on all rapid test presumptive positives.
- 6. We encourage the use of new technology to reach target populations such as internet and geo-locating strategies.

#### 3. Partner Services (PS)

- 1. All clients encountered in the course of Prevention work must be informed of the availability of assistance for the disclosure of their HIV positive status to their sex and/or needle sharing partners.
- 2. Every HIV positive client seen must be offered PS and documented and entered into LEO.

#### 4. Linkage to Care

- 1. All HIV positive clients seen in these Prevention programs must be linked to care. If the client is not linked, funded agencies must provide linkage services and/or refer the client to the linkage service best suited to that client (i.e. where client is most comfortable).
- 2. All funded agencies will be required to participate in and attend all meetings of the Alameda County HIV Linkage Network Meetings coordinated through the Office of AIDS Administration.

#### 5. Retention in HIV Care

The OAA will entertain proposals to work with clients at risk of falling out of care to keep them engaged. These programs can consist of motivational interviewing, such as is done with ARTAS. Programs could also include daily HIV medication dosing and/or incentives to maintain treatment adherence and move towards suppressed viral load. Programs can also work with clients to maintain their HIV Virus suppressed.

#### 6. Risk Reduction Activities (RRA) (formerly HE/RR)

All funded agencies must have a formal (written) routine internal evaluation process and procedures that ensures LEO data is entered by the monthly deadline, programmatic successes and challenges are accurately captured/addressed, and staff are adequately trained to provide specific RRA services to identified target populations

# 7. Hepatitis C (HCV) Testing.

Programs must provide linkage to care for those who test positive for HCV.

## Q. <u>ACCOUNT MANAGER / SUPPORT STAFF</u>

- 1. Contractor shall provide a dedicated competent account manager who shall be responsible for the County account/contract. The account manager shall receive all orders from the County and shall be the 'primary contact for all issues regarding Bidder's response to this RFP and any contract which may arise pursuant to this RFP.
- Contractor shall also provide adequate, competent support staff that shall be able to service the County during normal working hours, Monday through Friday. Such representative(s) shall be

knowledgeable about the contract, products offered and able to identify and resolve quickly any issues including but not limited to order and invoicing problems.

3. Contractor account manager shall be familiar with County requirements and standards and work with the Alameda County Department of Public Health to ensure that established standards are adhered to.

#### IV. INSTRUCTIONS TO BIDDERS

#### R. COUNTY CONTACTS

The Office of AIDS Administration is managing the competitive process for this project. All contact during the competitive process is to be through the Director of the Office of AIDS Administration only.

The evaluation phase of the competitive process shall begin upon receipt of sealed bids until a contract has been awarded. Bidders shall not contact or lobby evaluators during the evaluation process. Attempts by any bidder under this RFP to contact evaluators may result in disqualification of bidder.

All questions regarding these specifications, terms and conditions are to be submitted in writing, via e-mail (only) by 2:00 p.m. on October 15, 2014 to:

Keith C. Waltrip Director, Office of AIDS Administration 1000 Broadway, Ste 310 Oakland, CA 94607

E-Mail: keith.waltrip@acgov.org

PHONE: (510) 268-7653

After the addendum is released, OAA staff cannot answer additional questions.

The OAA website will be the official notification posting place of all Requests for Interest, Proposals, Quotes and Addenda: <a href="https://www.acphd.org/oaa">www.acphd.org/oaa</a>

#### S. SUBMITTAL OF BIDS

1. All bids must be SEALED and must be received at the Office of AIDS Administration by 2:00 p.m. on the due date specified in the Calendar of Events.

NOTE: LATE AND/OR UNSEALED BIDS CANNOT BE ACCEPTED. IF HAND DELIVERING BIDS PLEASE ALLOW TIME FOR METERED STREET PARKING OR PARKING IN AREA PUBLIC PARKING LOTS AND ENTRY INTO SECURE BUILDING.

Bids will be received only at the address shown below, and by the time indicated in the Calendar of Events. Any bid received after said time and/or date or at a place other than the stated address cannot be considered and will be returned to the bidder unopened.

All bids, whether delivered by an employee of Bidder, U.S. Postal Service, courier or package delivery service, must be received and time stamped at the stated address prior to the time designated. The OAA's timestamp shall be considered the official timepiece for the purpose of establishing the actual receipt of bids.

2. Bids are to be addressed and delivered as follows:

Keith Waltrip, Director **RFP No. CY2015 HIV Prevention and Testing Services**Office of AIDS Administration

Alameda County Department of Public Health

1000 Broadway, Suite 310

Oakland, CA 94607

Bidder's name, return address, and the RFP number and title must also appear on the mailing package.

- 3. Bidders are to submit **one (1) original hardcopy bid** (Exhibit A Bid Response Packet, including additional required documentation), with original ink signatures, **plus 5 copies** of their proposal. Original proposal is to be clearly marked "ORIGINAL" with copies to be marked "COPY". All submittals should be printed on plain white paper, and must be either loose leaf or in a 3-ring binder (**NOT** bound
- 4. BIDDERS SHALL NOT MODIFY BID FORM(S) OR QUALIFY THEIR BIDS.
  BIDDERS SHALL NOT SUBMIT TO THE COUNTY A SCANNED, RE-TYPED,
  WORD-PROCESSED, OR OTHERWISE RECREATED VERSION OF THE BID
  FORM(S) OR ANY OTHER COUNTY-PROVIDED DOCUMENT.
- 5. All costs required for the preparation and submission of a bid shall be borne by Bidder.

- 6. As required by the funder (State of California), bidders cannot subcontract any of these funds for services.
- 7. All other information regarding the bid responses will be held as confidential until such time as the County Selection Committee has completed its evaluation, a recommended award has been made by the County Selection Committee and the contract has been fully negotiated with the recommended awardee named in the recommendation to award/non-award notification(s). The submitted proposals shall be made available upon request no later than five (5) calendar days before the recommendation to award and enter into contract is scheduled to be heard by the Board of Supervisors. All parties submitting proposals, either qualified or unqualified, will receive mailed recommendation to award/non-award notification(s), which will include the name of the bidder to be recommended for award of this project. In addition, award information will be posted on the County's "Contracting Opportunities" website, mentioned above.
- 8. Each bid received, with the name of the bidder, shall be entered on a record, and each record with the successful bid indicated thereon shall, after the award of the order or contract, be open to public inspection.
- 9. California Government Code Section 4552: In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.
- 10. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), County will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.
- 11. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of

California to do the type of work required under the terms of the Contract Documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Bid Documents.

- 12. The undersigned Bidder certifies that it is not, at the time of bidding, on the California Department of General Services (DGS) list of persons determined to be engaged in investment activities in Iran or otherwise in violation of the Iran Contracting Act of 2010 (Public Contract Code Section 2200-2208).
- 13. It is understood that County reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of one hundred eighty (180) days, unless otherwise specified in the Bid Documents.

#### T. RESPONSE FORMAT

- 1. Bid responses are to be straightforward, clear, concise and specific to the information requested.
- In order for bids to be considered complete, Bidder <u>must</u> provide responses to all information requested. See Exhibit A – Bid Response Packet.
- 3. Bid responses, in whole or in part, are NOT to be marked confidential or proprietary. County may refuse to consider any bid response or part thereof so marked. Bid responses submitted in response to this RFP may be subject to public disclosure. County shall not be liable in any way for disclosure of any such records. Please refer to the County's website at:

http://www.acgov.org/gsa/departments/purchasing/policy/proprietar y.htm for more information regarding Proprietary and Confidential Information policies.



# EXHIBIT A BID RESPONSE PACKET

# RFP No. CY2015 – HIV Prevention & Testing Services

10:	The County of Alameda		
From:			
	(Official Name of Bidder)		

- AS DESCRIBED IN THE SUBMITTAL OF BIDS SECTION OF THIS RFP, BIDDERS ARE TO SUBMIT ONE (1) ORIGINAL HARDCOPY BID (EXHIBIT A – BID RESPONSE PACKET), INCLUDING ADDITIONAL REQUIRED DOCUMENTATION), WITH ORIGINAL INK SIGNATURES, PLUS 5 COPIES.
- ALL PAGES OF THE BID RESPONSE PACKET (EXHIBIT A) MUST BE SUBMITTED IN TOTAL WITH ALL REQUIRED DOCUMENTS ATTACHED THERETO; ALL INFORMATION REQUESTED MUST BE SUPPLIED; ANY PAGES OF EXHIBIT A (OR ITEMS THEREIN) NOT APPLICABLE TO THE BIDDER MUST STILL BE SUBMITTED AS PART OF A COMPLETE BID RESPONSE, WITH SUCH PAGES OR ITEMS CLEARLY MARKED "N/A".
- BIDDERS SHALL NOT SUBMIT TO THE COUNTY A RE-TYPED, WORD-PROCESSED, OR OTHERWISE RECREATED VERSION OF EXHIBIT A BID RESPONSE PACKET OR ANY OTHER COUNTY-PROVIDED DOCUMENT.
- ALL BUDGETS AND BUDGET JUSTIFICATIONS MUST BE PRINTED IN INK OR TYPEWRITTEN; NO ERASURES ARE PERMITTED; ERRORS MAY BE CROSSED OUT AND CORRECTIONS PRINTED IN INK OR TYPEWRITTEN ADJACENT, AND MUST BE INITIALED IN INK BY PERSON SIGNING BID.
- BIDDERS THAT DO NOT COMPLY WITH THE REQUIREMENTS, AND/OR SUBMIT INCOMPLETE BID PACKAGES, SHALL BE SUBJECT TO DISQUALIFICATION AND THEIR BIDS REJECTED IN TOTAL.
- IF BIDDERS ARE MAKING <u>ANY</u> CLARIFICATIONS AND/OR AMENDMENTS, OR TAKING EXCEPTION TO POLICIES OR SPECIFICATIONS OF THIS RFP, THESE <u>MUST</u> BE SUBMITTED IN THE EXCEPTIONS, CLARIFICATIONS, AMENDMENTS SECTION OF THIS EXHIBIT A BID RESPONSE PACKET IN ORDER FOR THE BID RESPONSE TO BE CONSIDERED COMPLETE.

#### **BIDDER INFORMATION AND ACCEPTANCE**

- 1. The undersigned declares that the Bid Documents, including, without limitation, the RFP, Addenda, and Exhibits have been read.
- The undersigned is authorized, offers, and agrees to furnish the articles and/or services specified in accordance with the Specifications, Terms & Conditions of the Bid Documents of RFP No. CY2015 – HIV Prevention and Testing Services.
- 3. The undersigned has reviewed the Bid Documents and fully understands the requirements in this Bid including, but not limited to, the requirements under the County Provisions, and that each Bidder who is awarded a contract shall be, in fact, a prime Contractor, not a subcontractor, to County, and agrees that its Bid, if accepted by County, will be the basis for the Bidder to enter into a contract with County in accordance with the intent of the Bid Documents.
- 4. The undersigned acknowledges receipt and acceptance of all addenda.
- 5. The undersigned agrees to the following terms, conditions, certifications, and requirements found on the County's website:
  - Bid Protests / Appeals Process
     [http://www.acgov.org/gsa/departments/purchasing/policy/bidappeal.htm]
  - Debarment / Suspension Policy
     [http://www.acgov.org/gsa/departments/purchasing/policy/debar.htm]
  - Iran Contracting Act (ICA) of 2010
     [http://www.acgov.org/gsa/departments/purchasing/policy/ica.htm]
  - General Environmental Requirements
     [http://www.acgov.org/gsa/departments/purchasing/policy/environ.htm]
  - General Requirements
     [http://www.acgov.org/gsa/departments/purchasing/policy/genreqs.htm]
  - Proprietary and Confidential Information
     [http://www.acgov.org/gsa/departments/purchasing/policy/proprietary.htm]
- 6. The undersigned acknowledges that Bidder will be in good standing in the State of California, with all the necessary licenses, permits, certifications, approvals, and authorizations necessary to perform all obligations in connection with this RFP and associated Bid Documents.
- 7. It is the responsibility of each bidder to be familiar with all of the specifications, terms and conditions and, if applicable, the site condition. By the submission of a Bid, the Bidder certifies that if awarded a contract they will make no claim against the County based upon ignorance of conditions or misunderstanding of the specifications.
- 8. Patent indemnity: Vendors who do business with the County shall hold the County of Alameda, its officers, agents and employees, harmless from liability of an nature or kind, including cost and

- expenses, for infringement or use of any patent, copyright or other proprietary right, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order.
- 9. Insurance certificates are not required at the time of submission. However, by signing Exhibit A Bid Response Packet, the Contractor agrees to meet the minimum insurance requirements stated in the RFP. This documentation must be provided to the County, prior to award, and shall include an insurance certificate and additional insured certificate, naming the County of Alameda, which meets the minimum insurance requirements, as stated in the RFP.



# **COVER PAGE**

Official Name of Bidder:		
Street Address Line 1:		
Street Address Line 2:		
City:	State:	Zip Code:
Webpage:		
Target Population (check all that apply):	OF A	Au
HIV Positive Women		40
☐ MSM ☐ Transgen		
☐ IDU ☐ Sexual an	d Needle Sharing Par	tners of HIV-positive individuals
Jurisdiction of Organization Structure:	<u> </u>	
Date of Organization Structure:	14-1	2
Federal Tax Identification Number:	0	<b>1</b> ^/
Primary Contact Information:  Name / Title:	LIFOR	VI A
Telephone Number:	Fax Nu	mber:
E-mail Address:		
SIGNATURE:		
Name and Title of Signer:		
Dated this day of		

#### **BID FORM**

COST SHALL BE SUBMITTED ON EXHIBIT A AS IS. NO ALTERATIONS OR CHANGES OF ANY KIND ARE PERMITTED. Bid responses that do not comply will be subject to rejection in total. The cost quoted below shall include all taxes and all other charges, including travel expenses, and is the cost the County will pay for the one-year term of any contract that is a result of this bid. Quantities listed herein are annual estimates based on past usage and are not to be construed as a commitment. No minimum or maximum is guaranteed or implied.

Bidder hereby certifies to County that all representations, certifications, and statements made by Bidder, as set forth in this Bid Form and attachments are true and correct and are made under penalty of perjury pursuant to the laws of California.

#### RFP #CY2015 - HIV Prevention and Testing Services

DESCRIPTION	Estimated Number of Clients Served Per Year (B)	Charge per Unit of Service (A)	1 Year Total (C) = A x B
HIV Testing Providing HIV testing in traditional and non-tradition settings	7// /2 2	\$	\$
Linkage and Re-linkage to Care Assisting those with HIV connect to HIV medical care		\$	\$
Partner Services Assisting those with HIV inform sexual and IDU partners of potential exposure to HIV	0 *	\$	\$
Intervention (RRA) Number of clients to be served	FORNIA	\$	\$
Other Allowable Services:		\$	\$
	\$		

#### **REQUIRED DOCUMENTATION AND SUBMITTALS**

All of the specific documentation listed below is required to be submitted with the Exhibit A – Bid Response Packet in order for a bid to be deemed complete. Bidders shall submit all documentation, in the order listed below and clearly label each section with the appropriate title (i.e. Table of Contents, Letter of Transmittal, Key Personnel, etc.).

- Table of Contents: Bid responses shall include a table of contents listing the individual sections of the proposal/quotation and their corresponding page numbers. Tabs should separate each of the individual sections.
   Letter of Transmittal: Bid responses shall include a description of Bidder's capabilities and approach in providing its services to the County, and provide a brief synopsis of the highlights of the Proposal and overall benefits of the Proposal to the County. This synopsis should not exceed three (3) pages in length and should be easily understood.
   Exhibit A Bid Response Packet: Every bidder must fill out and submit the complete Exhibit A Bid Response Packet.
   (a) References:
  - (1) Bidders must use the templates on pages 9-10 of this Exhibit A Bid Response Packet to provide references.
  - (2) Bidders are to provide a list of three (3) current and three (3) former clients. References must be satisfactory as deemed solely by County. References should have similar scope, volume and requirements to those outlined in these specifications, terms and conditions.
    - Bidders must verify the contact information for all references provided is current and valid.
    - Bidders are strongly encouraged to notify all references that the County may be contacting them to obtain a reference.
  - (3) The County may contact some or all of the references provided in order to determine Bidder's performance record on work similar to that described in this request. The County reserves the right to contact references other than those provided in the Response and to use the information gained from them in the evaluation process.

	) Exceptions, Clarifications, Amendments:	
	(1) This shall include clarifications, exceptions and amendments, if any, to the RFP and associated Bid Documents, and shall be submitted with your bid response using the template on page 7 of this Exhibit A – Bid Response Packet.	<u> </u>
	(2) THE COUNTY IS UNDER NO OBLIGATION TO ACCEPT ANY EXCEPTIONS, AS SUCH EXCEPTIONS MAY BE A BASIS FOR BID DISQUALIFICATION.	.ND
4.	ey Personnel: Bid responses shall include a complete list of all key personnel associated that the RFP. This list must include all key personnel who will provide services/training bunty staff and all key personnel who will provide maintenance and support services. Inch person on the list, the following information shall be included:	to
	<ul> <li>The person's relationship with Bidder, including job title and years of employment with Bidder;</li> <li>The role that the person will play in connection with the RFP;</li> <li>Address, telephone, fax numbers, and e-mail address;</li> <li>Person's educational background; and</li> <li>Person's relevant experience, certifications, and/or merits.</li> </ul>	
5.	escription of the Proposed Services: Bid response shall include a description of the rms and conditions of services to be provided during the contract term including sponse times. The description shall contain a basis of estimate for services including i heduled start and completion dates, the number of Bidder's and County personnel volved, and the number of hours scheduled for such personnel. The description must a specify how the services in the bid response will meet or exceed the requirements of e County; (2) explain any special resources, procedures or approaches that make the rvices of Bidder particularly advantageous to the County; and (3) identify any limitation restrictions of Bidder in providing the services that the County should be aware of invaluating its Response to this RFP.	t: of ons
6.	<b>an describing how the bidder will (1) prepare to provide services beginning on or around an implementation and scribing how the bidder will (1) prepare to provide services beginning on or around an around 1, 2015, (2) plan to inform HIV service providers and clients on how to access arvices, and (3) how services will be delivered. The plan should also include an sessment of service, effectiveness and any areas for improvement on April 1, 2015.</b>	
7.	nancial Statements	
	) Audited financial statements for the past three (3) years	



#### **CURRENT REFERENCES**

## RFP No. CY2015 – HIV Prevention and Testing Services

Bidder Name:				
Company Name:	Contact Person:			
Address:	Telephone Number:			
City, State, Zip:	E-mail Address:			
Services Provided / Date(s) of Service:				
Company Name:	Contact Person:			
Address:	Telephone Number:			
City, State, Zip:	E-mail Address:			
Services Provided / Date(s) of Service:				
/ 0 /				
Company Name:	Contact Person:			
Address:	Telephone Number:			
City, State, Zip:	E-mail Address:			
Services Provided / Date(s) of Service:				
CALIFORNIA				



#### **FORMER REFERENCES**

## RFP No. CY2015 – HIV Prevention and Testing Services

Bidder Name:	•			
Company Name:	Contact Person:			
Address:	Telephone Number:			
City, State, Zip:	E-mail Address:			
Services Provided / Date(s) of Service:				
Company Name:	Contact Person:			
Address:	Telephone Number:			
City, State, Zip:	E-mail Address:			
Services Provided / Date(s) of Service:	9			
Company Name:	Contact Person:			
Address:	Telephone Number:			
City, State, Zip:	E-mail Address:			
Services Provided / Date(s) of Service:	1:1			
C				
CALIFORNIA				
Z/FO/				



# **EXCEPTIONS, CLARIFICATIONS, AMENDMENTS**

# RFP No. CY2015 – HIV Prevention and Testing Services

Bidder Na	me:				
List below requests for clarifications, exceptions and amendments, if any, to the RFP and associated Bid Documents, and submit with your bid response.					
The Count		o obligation	to accept any exceptions and such exceptions may be a basis for bid		
F	Reference to	<b>)</b> :	Description		
Page No.	Section	Item No.	OF A		
p. 23	D	1.c.	Vendor takes exception to		
		12			
		0			
		*	<b></b>		
			C. IIA		
			ALIFORN		

<sup>\*</sup>Print additional pages as necessary



# **EXHIBIT B INSURANCE REQUIREMENTS**

Insurance certificates are not required at the time of submission; however, by signing Exhibit A – Bid Packet, the bidder agrees to meet the minimum insurance requirements stated in the RFP, prior to award. This documentation must be provided to the County, prior to award, and shall include an insurance certificate and additional insured certificate, naming the County of Alameda, which meets the minimum insurance requirements, as stated in this Exhibit B – Insurance Requirements.

The following page contains the minimum insurance limits,	required by the County of Alameda,	to be
held by the Contractor performing on this RFP:		

\*\*\* SEE NEXT PAGE FOR COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS \*\*\*

#### COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following minimum insurance coverage, limits and endorsements:

	TYPE OF INSURANCE COVERAGES	MINIMUM LIMITS		
Α	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage		
В	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage		
С	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease		

#### D Endorsements and Conditions:

- 1. **ADDITIONAL INSURED:** ALL INSURANCE REQUIRED ABOVE WITH THE EXCEPTION OF COMMERCIAL OR BUSINESS AUTOMOBILE LIABILITY, WORKERS' COMPENSATION AND EMPLOYERS LIABILITY, SHALL BE ENDORSED TO NAME AS ADDITIONAL INSURED: COUNTY OF ALAMEDA, ITS BOARD OF SUPERVISORS, THE INDIVIDUAL MEMBERS THEREOF, AND ALL COUNTY OFFICERS, AGENTS, EMPLOYEES, VOLUNTEERS, AND REPRESENTATIVES. THE ADDITIONAL INSURED ENDORSEMENT SHALL BE AT LEAST AS BROAD AS ISO FORM NUMBER CG 20 38 04 13.
- 2. **DURATION OF COVERAGE:** All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement.
- 3. **REDUCTION OR LIMIT OF OBLIGATION:** All insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to the County. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties.
- 4. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor.
- 5. **SUBCONTRACTORS:** CONTRACTOR SHALL INCLUDE ALL SUBCONTRACTORS AS AN INSURED (COVERED PARTY) UNDER ITS POLICIES OR SHALL VERIFY THAT THE SUBCONTRACTOR, UNDER ITS OWN POLICIES AND ENDORSEMENTS, HAS COMPLIED WITH THE INSURANCE REQUIREMENTS IN THIS AGREEMENT, INCLUDING THIS EXHIBIT. THE ADDITIONAL INSURED ENDORSEMENT SHALL BE AT LEAST AS BROAD AS ISO FORM NUMBER CG 20 38 04 13.
- 6. **JOINT VENTURES:** If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods:
  - Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above
  - Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured".
- 7. **CANCELLATION OF INSURANCE:** All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation.
- 8. **CERTIFICATE OF INSURANCE**: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent as set forth in the Notices provision.

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# **EXHIBIT C – Scope of Work**

# **No. CY2015 HIV Prevention and Testing Services**

CONTRACTOR:	TARGET POPULATI	ON		
MAIN PROGRAM GOAL:				
INDICATORS:				
OUTCOME OBJECTIVES	PROCESS OBJECTIVES	TIMELINE	STAFF	EVALUATION
(Minimum of 3 listed in order of importance)	(Minimum of 3 Process Objectives for each Outcome Objective. List in outinportance)	rder of Objectives to be completed by?	Who on will provide services?	How will objectives obtainment be tracked?
<b>OUTCOME OBJECTIVE #1</b>	PROCESS OBJECTIVE #1	TIMELINE	STAFF	EVALUATION
	1			
	2			
	3			
<b>OUTCOME OBJECTIVE #2</b>	PROCESS OBJECTIVE #2	TIMELINE	STAFF	EVALUATION
	1			
	2			
	3			
OUTCOME OBJECTIVE #3	PROCESS OBJECTIVE #3	TIMELINE	STAFF	EVALUATION
	1			
	2			
	3			

# **EXHIBIT D – Budget Summary**No. CY2015 HIV Prevention and Testing Services

Office of AIDS Administration - Budget Summary

**Agency Name** 

**BUDGET - Program Category Name** 

**Calendar Year** 

January 1, 2015 - December 31, 2015

		Salary Annual	FTE	Direct Cost	Indirect Cost
A. Personnel					
Executive Director	Mr. A	60,000	3%		1,800
Program Director	Mr. B	51,987	5%	2,599	2,599
Program Coordinator	Mr. C	41,593	75%	31,195	
CHOW	Mr. D	32,916	100%	32,916	
Data Input Clerk/Admin.	Asst. Ms. E	27,300	50%	13,650	
		Subtotal Personn	nel	80,360	4,399
B. Fringe Benefits at 25%		Total Fringe		20,090	1,100
	0//«	Total Personnel		100,450	5,499
					,
C. Travel				5,735	0
Local Transportation/Mil	eage	/// ///		625	
Air Fare/Per Diem				5,110	
D. Contractual/Sub-contra	acts		7 +	20,000	0
Agency ABC	^		/ ^	15,000	
Arts Consultants		(Q		5,000	
E. Furniture & Fixture/Eq	uipment		. /	1,200	0
Computer	~41	IFORNIA		1,200	
F. Supplies		11-0n.		2,600	300
Office Supplies				800	300
Health Education Suppli	es			1,500	000
riodiai Eddodion Odppii				1,000	
G. Other Operating Exper	ises			10,629	3,188
Rent/Lease				6,000	1,800
Utilities/Maintenance/Ja	nitorial			1,819	888
Communications				800	200
Equipment Lease				850	300
Training/Registration Fe	es			1,160	
H. Total Personnel & Ope	rating Expenses			140,314	8,987
I. Total Budget				149,302	

# **EXHIBIT E – Budget Justification**

# No. CY2015 HIV Prevention and Testing Services

# INSTRUCTIONS AND EXAMPLES FOR CATEGORICAL BUDGET JUSTIFICATION

#### AGENCY NAME BUDGET

For the Period Covered January 1, 2015 - December 31, 2015

#### A. PERSONNEL

\$ 84,759

[List each position by title and name of employee, if available. Show the annual salary rate by the percentage of time by the number of months to be devoted to this project.]

#### **EXAMPLE:**

Executive Director (Ms. A)

\$1,800

\$60,000/year x 3% x 12mos.

This position is a full time position overseeing the agency's overall operations and staff.

#### Program Director (Mr. B)

\$5,198

\$51,987/year x 10% x 12mos.

This position is a full-time position overseeing the programmatic implementation including program planning, hiring and supervision of staff, oversight of subcontractors, financial management, reporting and to ensures compliance with contract requirements.

#### Program Coordinator (Ms. C)

\$31,195

\$41,593/year x 75% x 12mos.

This is a full-time position overseeing all aspects in the proposed program and other efforts including coordination, recruitment, training, placement, supervision and evaluation. Prepares all required program reports, designs and maintains data collection system.

#### Community Health Outreach Worker – CHOW (Mr. D)

\$32,916

\$32,916/year x 100% x 12mos.

Conducts street and community outreach, networking and advocacy, collects accurate data, assists in program development, makes appropriate referrals for services and distributes health education materials.

#### Data Input Clerk/Admin Assistant (Mr. E)

\$13,650

\$27,300/year x 50% x 12mos.

This full-time position provides clerical and administrative support through all phases of the project.

#### **B. FRINGE BENEFITS**

\$ 21,190

[Itemize the cost of fringe benefits. Fringe Benefits should be based on actual known cost or an established formula. Fringe benefits are for the personnel listed in the budget category (A) and only for the percentage of time devoted to the project.]

#### **EXAMPLE:**

Our fringe benefit rate is 25% and consists of Health Insurance (7.70%), Pension (5%), Long Term Disability (0.25%), Parking (0.90%), State Unemployment Insurance (1.3%), Worker's Compensation (2.20%) FICA (7.65%).

#### <u>C. TRAVEL</u> \$ 5,735

[List all travel anticipated to occur during the budget/contract period, be specific about who will travel, where, when and why the travel is necessary. All travel must directly and be specific to the work supported by the contract. Local travel should include reimbursement rate (current rate is .345). Out of Eligible Metropolitan Area travel should be calculated at per diem rates and allocated for each individual traveling: Air fare, ground transportation, lodging, per diem and a total.

#### Local Transportation/Mileage - \$625.

Since most of our activities will be street and community outreach, these expenses are primarily for local mileage to meetings, outreach locations, parking. (151 miles x \$.345 mile x 12mos.)

#### Air Fare/Per Diem - \$ 5,110

This line item is primarily for travel outside of the local area to CDC/OOA recommended/required conferences for above staff.

	Title of Conf. 2 staff	Title of Conf. 2 staff	Title of Conf. 2 staff	Total
Hotel	450	800	450	1,700
Air Fare	700	700	300	1,700
Per diem	360	900	450	1,710
Sub-total	1,510	2,400	1,200	5,110

#### D. CONTRACTURAL/SUB-CONTRACTS

#### \$20,000

[Include cost such as consultants, contractors, or other Community Based Organizations contracted for the purpose of providing services to clients under the contract. Separate program objectives, evaluation requirements, days and hours of operation and budgets must be submitted for each subcontract.

#### Agency ABC - \$15,000

This sub-contractor will help our agency to meet the objectives of the program.

#### Arts Consultants – \$5,000

Our agency will hire consultants, local artists from the community to provide the arts instruction for out multi-week workshop sessions. Arts consultants will include film/videographers, spoken word artists, visual artists, percussionists, musicians, etc.

No. of consultants x rate per hr. x no. of hours x no. of sessions

#### E. FURNITURE & FIXTURE/EQUIPMENT

#### \$1 200

[List only equipment that is being purchased from contract funds. Be specific in describing what furniture or equipment is being purchased, who will use the equipment and why it is necessary to purchase the equipment. Cost sharing must be applied when equipment will be used for other funded activities. Equipment purchased by Contractor, valued over \$5,000 becomes property of Alameda County at the termination of the Master Contract. At the end of the Fiscal Year, all agencies that has equipment, computers and furniture and fixtures expenditures are required to submit a list and copy of receipts to the Office of AIDS.]

#### **EXAMPLE:**

#### Computer - \$1,200

The computer will be used by the CHOW to analyze case and data and intelligence information.

#### **F. SUPPLIES** \$2,600

[A general description of the type of items classified as supplies must be must provided. Computer software should be included in this category. Health Education Materials are the supplies to be used/help in doing outreach such as condoms, lube packets and supplies for risk reduction and prevention strategies such as brochures and pamphlets.

#### EXAMPLE:

#### Office Supplies - \$ 1,100

These expenses are for the standard office supplies requires to conduct the business of the program, including paper, floppy disks, filing supplies, etc. at the average of \$92.00 per month x 12. mos.

#### Health Education Materials - \$ 1,500

These expenses are includes supplies for safer sex kits

#### G. OTHER OPERATING EXPENESES

\$13,817

[List items (e.g. rent, printing, communications,) by major type and the basis of computation. For example, provide the square footage and the cost per square foot for rent, or provide a monthly rental cost and how many months to rent.

#### **EXAMPLE:**

Rent/Lease/Space - \$ 7,800

Our facility is lease at 150 square feet at \$1.07 per square foot per FTE per month (252 x \$1.07 x 2.4x12). Costs include direct staff office space plus portion of the usage common areas required for the work of the program such as conference rooms, private counseling rooms, etc.

<u>Utilities/Maintenance/Janitorial - \$2,707</u>

This line cost includes all utilities, janitorial services and any maintenance repair costs for the facility. The cost is calculated as \$.032 per square feet per FTE per month (252 x 2.4 x \$0.323x12 mos.)

Communications - \$1,000

These expenses include monthly phone, internet, facsimile costs and lease of phone equipment. (\$35 per mo. X FTE 2.4 x 12 mos.).

Equipment Lease - \$ 1,150

These expenses are for lease and maintenance of copy machine and other office equipment (\$40.00 per mo. X FTE 2.4 x 12 mos.).

Training/Registration Fees - \$ 1,160

This expense will be used to support any pre-approved conferences, training, workshops, and in-services for program staff.

#### **H. TOTAL PERSONAL & OPERATING EXPENSE**

\$ 140,314

\$8,987

I. TOTAL BUDGET

\$149,302

# **EXHIBIT G**

# **VENDOR BID LIST**

# **No. CY2015 HIV Prevention and Testing Services**

Below is the Vendor Bid List for this project consisting of vendors who have responded to this RFP, and/or been issued a copy of this RFP. This Vendor Bid List is being provided for informational purposes to assist bidders in making contact with other businesses as needed.

-- INSERT VENDOR LIST --