**\*\*IMPORTANT NOTICE\*\***

* The format of this RFP has been simplified.
* Only the following pages require signatures:
1. Exhibit A – Bid Response Packet, [Bidder Information and Acceptance](#BidderAcceptance) page
	1. [Must be signed by Bidder](#BidderAcceptance)
2. Exhibit A – Bid Response Packet
	1. [Must be signed by Bidder](#SLEBPrime)

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. ETHE072020



**for**

**Ending the HIV Epidemic Innovation Grants for HIV Services in Alameda County**

|  |
| --- |
| **For complete information regarding this project, see RFP posted at** [**http://www.acgov.org/gsa\_app/gsa/purchasing/bid\_content/contractopportunities.jsp**](http://www.acgov.org/gsa_app/gsa/purchasing/bid_content/contractopportunities.jsp) **or contact the County representative listed below. Thank you for your interest!****Contact Person: J. Phoenix Smith, MSW, Director, HIV Care Unit****Phone Number: (510) 325-7417****E-mail Address: jennifer.smith@acgov.org** |

**RESPONSE DUE**

by

**2:00 p.m.**

on

**September 18, 2020**

**electronic submission**

**to J. Phoenix Smith, Director Office of HIV Care**

**jennifer.smith@acgov.org**

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 No. ETHE072020

SPECIFICATIONS, TERMS & CONDITIONS

 for

**Ending the HIV Epidemic Innovation Grants for HIV Services in Alameda County**

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EXHIBIT A – BID RESPONSE PACKET

EXHIBIT B – INSURANCE REQUIREMENTS

EXHIBIT C – SCOPE OF WORK TEMPLATE

EXHIBIT D – BUDGET SUMMARY SAMPLE

EXHIBIT E – BUDGET JUSTIFICATION TEMPLATE

# STATEMENT OF WORK

## INTENT

It is the intent of these specifications, terms and conditions to describe the needs and specifications for the Ending the HIV Epidemic (EtHE) initiative, to provide innovative services to people living with HIV (PLWH) in Alameda County.

The County intends to award one or more four-month contract(s) (with option to renew) to the bidder(s) selected as the most responsible bidder(s) whose response conforms to the Request for Proposals (RFP) and meets the County’s requirements.

## SCOPE

The purpose of the RFP for EtHE funds awarded under this is to provide funding to agencies serving PLWH to conduct a short-term innovation project. The County is issuing the RFP to select the bidder(s) best qualified to develop, plan, and deliver a high-quality HIV service project. One or more contractor(s) will be funded to implement a short-term innovation project.

All bidders should familiarize themselves with the National Ending the HIV Epidemic initiative as this will be used to guide the EtHE contract process and inform program monitoring.

## Federal grant funding for EtHE is subject to annual approval.

## BACKGROUND

Ending the HIV Epidemic (EtHE) isabold plan that aims to end the HIV epidemic in the United States by 2030. EtHE is the operational plan developed by agencies across the U.S. Department of Health and Human Services (HHS) to pursue that goal. Alameda County’s proposed plan aims to reduce new HIV infections in Alameda County by 75% within the five-year period of performance. Alameda County’s vision for people living with HIV (PLWH) in Alameda County is that they have access to appropriate, accessible, and culturally responsive care so that they remain in care and achieve viral suppression.

Key strategies of the County include increasing rapid access to housing resources for PLWH; sparking innovative practices in outreach and care, especially for the most impacted and underserved populations; and building community capacity and data infrastructure for these systems changes. ACPHD’s Office of HIV Care (OHC) will administer EtHE in coordination with the Ryan White HIV/AIDS Program Parts A and B grants, the East Bay Getting to Zero (EBGTZ) Plan, and the California Ending the HIV Epidemic Plan.

Alameda County received $850,000 from the Federal EtHE program for 1 year to initiate the EtHE program in Alameda County. $100,000 has been allocated to fund Community Innovation grants.

Alameda County administers EtHE funds through the Office of HIV Care (OHC). The OHC provides leadership, resources, and guidance in administering and coordinating the delivery of HIV health and psychosocial services throughout Alameda County and works in collaboration with the Oakland TGA Planning Council and community partners to achieve local HIV public health goals.

According to epidemiological reports, there were 6,352 PLWH in Alameda County as of December 31, 2018. Of those, 199 were newly diagnosed within the previous year and an estimated 1,500 are likely to be out of care. Among those in care in the region, 89% have achieved viral suppression, reflecting widespread adoption of universal antiretroviral therapy recommendations. The proportion of all known PLWH in Alameda County with viral suppression at last estimate was 68%. The aim of the EtHE initiative is to reduce new transmissions in Alameda County by 75% over the next five years, using innovative strategies to identify PLWH, to engage or re-engage them in care, and to support them in achieving viral suppression.

Through this HRSA EtHE funding opportunity, we are prioritizing reaching the following communities of PLWH who frequently experience many barriers to care: persons experiencing unstable housing or who are houseless, those with mental health challenges, substance use disorders, Transgender women of color, Young Gay Identified and men who have sex with men aged 13-29 years old, persons who are aged 50 and older, and members of the Latinx community.

Service gaps identified through this needs assessment process include: stable housing, extended services hours and nontraditional models, accessible, culturally competent mental health and substance use services, services designed specifically for **the priority groups: re-entry populations, Transgender women of color, members of the Latinx community, Young Gay Identified and MSM 13-29 years old, older adults age 50+, and individuals who are houseless.**

Innovation Grant project could include (but are not limited to):

* Projects that support unstably housed people
* Projects that support intergenerational healing and dialogue among Young Black Gay Men and Older Black Gay Men
* Projects that support Latinx communities
* Projects that utilize technology and telehealth for linkage to care and support to stay engaged in HIV care
* Projects that support mental wellness and resiliency
* Projects that support decriminalization for PLWH who have criminal records
* Projects that support skills for going back to work
* Projects that are led by PLWH



## BIDDER QUALIFICATIONS

* + 1. Bidder and all key personnel assigned to the project shall be regularly and continuously engaged in the business of providing medical, behavioral health, and/or social services to people living with HIV for at least three (3) years.
		2. Bidder shall possess all permits, licenses and professional credentials necessary to perform services as specified under this RFP.
			1. Bidder shall be in good standing with Alameda County, State of California and other federal funded programs. Bidder’s standing includes consideration of probation, suspension, corrective action plan, and disqualification history.
			2. Bidder shall have a demonstrable history of contract compliance in the performance of its services.
			3. Bidder shall have a demonstrable history of compliance with Alameda County, State of California, and federal contract requirements. Compliance includes adherence to inspection, audit, document production, and meeting requirements.
			4. Bidder shall be in good financial standing. Assessment of Bidder’s financial standing may include consideration of financial statements, balance sheets, tax liabilities, deficits and surpluses, accounts payable, billing, budget, payroll, and audit results.

## SPECIFIC REQUIREMENTS

The Contractor awarded funding under this RFP shall be required to comply with terms and conditions of the contract between the County and the Contractor in order to improve HIV-related health outcomes in the priority populations. At a minimum, the Contractor will need to comply with the following requirements:

1. Identify a priority group of focus to serve. The groups prioritized for services in the EtHE initiative for Alameda County are re-entry populations, Transgender women of color, members of the Latinx community, Young Gay Identified and MSM 13-29 years old, older adults, and individuals who are houseless.
2. Proposed services must comply with all ACPHD, and federal EtHE guidelines and standards. This award is subject to 45 CFR part 75 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS.
3. Funds may not be used for payments for any item or service to the extent that payment has been made, or reasonably can be expected to be made, with respect to that item or service under any state compensation program, insurance policy, federal or state health benefits program or by any entity that provides health services on a prepaid basis (except for a program administered by or providing the services of the Indian Health Services).
4. Services must be provided in Alameda County
5. Program Specific Requirements
	1. Must address barriers to health care
	2. Must ensure clients are connected to primary care
	3. Must have available extended service hours including evenings and/or weekends
	4. Must address client’s physical, mental, emotional, and spiritual needs, as well as provide education on risk reduction, stigma, mental health, substance use and abuse, and HIV medication adherence
	5. Must include non-brick and mortar provision of services (telehealth/telecare)
6. Fiscal
	1. Invoice against EtHE funds for clients receiving services for HIV health and support services;
	2. Indirect/administrative costs cannot exceed 10% of total contract budget;
	3. Maintain adequate records of expenditures, payroll, subcontracted services, and other expenses charged to the EtHE program; these include receipts and timesheets as these records must be available for OHC or another auditor to review upon request; and
	4. Comply with all federal, state, and local fiscal management requirements.
7. Funding: The funding under this RFP is $20,000[[1]](#footnote-2) for the initial four-month period November 1, 2020 – February 28, 2021, with possible annual renewals for a total five -year period. Contract renewals will be based on the Contractor’s ability to successfully meet its contractual obligations and overall performance as well as continued Federal funding.
8. Funds may not be used for the following purposes
	1. Cash payment to intended recipients of services
	2. Clinical research
	3. International travel
	4. Construction
	5. Syringe services programs
	6. Pre-Exposure Prophylaxis

## DELIVERABLES / REPORTS

* + 1. Submit monthly invoices and reports as detailed in contract;
		2. Enter required data in ARIES database monthly;
		3. Provide a final report;
		4. Participate in Ending the HIV Epidemic County meetings.

# CALENDAR OF EVENTS

|  |  |
| --- | --- |
| **EVENT** | **DATE/LOCATION** |
| Request Issued | July 31, 2020  |
| Written Questions Due | by 5:00 p.m. on **August 14, 2020** |
| **Attendance at Bidders Conference is not mandatory but highly recommended** |
| Networking/Bidders Conference #1 | August 11, 2020 @ 10:00am-11:30am  | Via Microsoft Teams RSVP for this conference to judy.caballeros@acgov.org by August 10 at 5pm |
| Networking/Bidders Conference #2 | August 12, 2020 @ 1:00pm-2:30pm  | Via Microsoft Teams RSVP for this conference to judy.caballeros@acgov.orgBy August 10 at 5pm |
| List of Attendees | August 18, 2020 |
| Letter of Intent | **NOT REQUIRED** |
| Q&A Issued | August 18, 2020 |
| Addendum Issued(Only if necessary, to amend RFP) | August 18, 2020  |
| Response Due | **September 18, 2020 by 2:00 p.m.** |
| Evaluation Period | September 21-September 25, 2020 |
| Vendor Interviews | September 25 – As Needed |
| Board Letter Recommending Award Issued | September 28, 2020 |
| Board Consideration Award Date | October 20, 2020 |
| Contract Start Date | November 1, 2020 |

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

## NETWORKING / BIDDERS CONFERENCES

* + 1. The bidders conference is not mandatory but it is highly recommended that you attend one. Please see the calendar of events for the dates of the Networking/Bidders conferences. Networking/bidders conferences will be held to:
			1. Provide an opportunity for Small Local Emerging Businesses (SLEBs) and large firms to network and develop subcontracting relationships in order to participate in the contract(s) that may result from this RFP.
			2. Provide an opportunity for bidders to ask specific questions about the project and request RFP clarification.
			3. Provide the County with an opportunity to receive feedback regarding the project and RFP.
		2. The list of bidder conference attendees and vendor outreach will be released in a separate document as specified in the Calendar of Events.
		3. Questions will be addressed in an RFP Question and Answer (Q&A) Report following the networking/bidders conference(s). Should there be a need to amend or revise the RFP, an addendum will be issued following the Networking/Bidders Conferences as specified in the Calendar of Events.
		4. Potential bidders are encouraged to attend networking/bidders conference(s) in order to further facilitate subcontracting relationships. Vendors who attend a networking/bidders conference will be added to the Vendor Bid List. Attendance at a networking/bidders conference is not mandatory but highly encouraged.

# COUNTY PROCEDURES, TERMS, AND CONDITIONS

## EVALUATION CRITERIA / SELECTION COMMITTEE

All proposals that pass the initial Evaluation Criteria which are determined on a pass/fail basis (Completeness of Response, Financial Stability, and Debarment and Suspension) will be evaluated by a County Selection Committee (CSC).  The County Selection Committee may be composed of County staff and other parties that may have expertise or experience in HIV medical care, HIV support services, behavioral health services, community-based services. The CSC will score and recommend a Contractor in accordance with the evaluation criteria set forth in this RFP.  Other than the initial pass/fail Evaluation Criteria, the evaluation of the proposals shall be within the sole judgment and discretion of the CSC.

All contact during the evaluation phase shall be through the GSA-Procurement department only. 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 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.

Bidders are advised that in the evaluation of cost it will be assumed that the unit price quoted is correct in the case of a discrepancy between the unit price and an extension.

As a result of this RFP, the County intends to award a contract to the responsible bidder(s) whose response conforms to the RFP and whose bid presents the greatest value to the County, all evaluation criteria considered. The combined weight of the evaluation criteria is greater in importance than cost in determining the greatest value to the County. The goal is to award a contract to the bidder(s) that proposes the County the best quality as determined by the combined weight of the evaluation criteria. The County may award a contract of higher qualitative competence over the lowest priced response.

The basic information that each section 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 evaluation process whenever such additional criteria are deemed appropriate in considering the nature of the goods and/or 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 outlined 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 500 points.

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 receives 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:

|  |  |  |
| --- | --- | --- |
|  | **Evaluation Criteria** | **Weight** |
|  | **Completeness of Response:**Responses to this RFP must be complete. Responses that do not include the proposal content requirements and exhibits 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.  | Pass/Fail |
| **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 [www.sam.gov](http://www.sam.gov). | Pass/Fail |
| **Formatting**1. 12-point font
2. 1-inch margins
3. Total response not to exceed 20 pages, **excluding** exhibits and table of contents
4. Each page should be sequentially numbered, including exhibits.
 | Pass/Fail |
|  | **Technical Criteria:**In each area described below, an evaluation will be made of the probability of success of and risks associated with, the proposal response:1. Provide a brief overview of your agency and history of HIV service delivery.
2. Program Design - The proposed EtHE Innovation project to provide services compared to the requirements of the RFP. Credit will be given for ease of access and for integration with existing medical services and programs.
3. Sustainability - An assessment will be made of the scope and extent of resources required to sustain the proposed EtHE program.
4. Data Collection and Reporting – An assessment will be made of the proposed data collection and reporting system for the EtHE program; including but not limited to current data system(s) used and staffing to ensure timely and accurate reporting.
 | 25 Points |
|  | **Cost:**The points for Cost will be computed by dividing the amount of the lowest responsive bid received by each bidder’s total proposed cost.While not reflected in the Cost evaluation points, an evaluation may also be made of:1. Reasonableness (i.e., does the proposed pricing accurately reflect the bidder’s effort to meet requirements and objectives?);
2. Realism (i.e., is the proposed cost appropriate to the nature of the products and services to be provided?); and
3. Affordability (i.e., the ability of the County to finance, the cost per client and cost per unit of services for each service category.).

 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 is at a price that the County cannot afford. | 15 Points |
|  | **Implementation Plan and Schedule:** An evaluation will be made of the likelihood that Bidder’s implementation plan and schedule will meet the County’s schedule. Additional credit will be given for the identification and planning for mitigation of schedule risks which Bidder believes may adversely affect any portion of the County’s schedule. | 10 Points |
|  | **Relevant Experience:**Proposals will be evaluated against the RFP specifications and the questions below:1. Do the key personnel and other staff assigned to the program by the Bidder have experience on similar programs?
2. Do key personnel demonstrate backgrounds that would be desirable for individuals engaged in the work the program requires?
3. How extensive is the applicable education and experience of the key personnel and other assigned staff?
4. What experience do the key personnel have providing outreach and health education to the priority groups, including by traditional methods and with the use of technology (i.e. social media sites, texting, video conferencing)?
 | 15 Points |
|  | **References (See Exhibit A – Bid Response Packet)** | Pass/Fail |
|  | **Understanding of the Project:**Proposals will be evaluated against the RFP specifications and the questions below:1. Is the project novel and innovative?
2. Has proposer demonstrated a thorough understanding of the purpose and scope of the project?
3. How well has the proposer identified pertinent issues and potential problems related to the project?
4. Has the proposer demonstrated that it can implement an innovative project within the funding period.
5. Has the proposer demonstrated that it understands the deliverables the County expects it to provide?
6. Has the proposer demonstrated that it understands the County’s time schedule and can meet it?
 |  20 Points |
|  | **Methodology:**Proposals will be evaluated against the RFP specifications and the questions below:1. Does the methodology depict a logical approach to fulfilling the requirements of the RFP?
2. Does the methodology match and contribute to achieving the objectives set out in the RFP?
3. Does the methodology interface with the County’s time schedule?
 |  15 Points |
|  | **Oral Interview:**(as needed)The oral presentation, if applicable, the top three bidders shall not exceed thirty (30) minutes in 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. | Adjustment  |



## CONTRACT EVALUATION AND ASSESSMENT

During the initial 60-day period of any contract which may be awarded to Contractor, the County may review the proposal, the contract, any goods or services provided, and/or meet with the Contractor 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

2.                  Any problems or potential problems with the proposed goods and services were evidenced which make it unlikely (even with possible modifications) that such goods and services have met or will meet 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 goods and services as contracted for therein, the Contractor will be notified that the contract is being terminated.  Contractor shall be responsible for returning County facilities to their original state at no charge to the County.  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.

## NOTICE OF INTENT TO AWARD

* + 1. At the conclusion of the RFP response evaluation process (“Evaluation Process”), all bidders will be notified in writing by e-mail, fax, or US Postal Service mail, of the contract award recommendation, if any, by GSA-Procurement or OHC. The document providing this notification is the Notice of Intent to Award.

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

* + - 1. The name of the bidder being recommended for contract award; and
			2. The names of all other parties that submitted proposals.
		1. At the conclusion of the RFP response evaluation process and negotiations, debriefings for unsuccessful bidders will be scheduled and provided upon written request and will be restricted to discussion of the unsuccessful offeror’s bid. Under no circumstances will any discussion be conducted with regard to contract negotiations with the successful bidder.
		2. The submitted proposals shall be made available upon request no later than five calendar days before approval of the award and contract is scheduled to be heard by the Board of Supervisors.

## Bid Protest/Appeals Process

Office of HIV Care prides itself on the establishment of fair and competitive contracting procedures and the commitment made to following those procedures. The following is provided in the event that bidders wish to protest the bid process or appeal the recommendation to award a contract for this project once the Notices of Intent to Award/Non-Award have been issued. Bid protests submitted prior to issuance of the Notices of Intent to Award/Non-Award will not be accepted by the County.

* + 1. Any Bid protest by any Bidder regarding any other Bid must be submitted in writing to the Director of the Alameda County Public Health Department Kimi Watkins-Tartt, 1000 Broadway, Suite 500, Oakland C 94607, Fax (510)267-3223 before 5:00 pm of the FIFTH (5th) business day following the date of issuance of the Notice of Recommendation to Award, not the date received by the Bidder. A bid protested received after 5:00pm is considered received as of the next business day.
			1. The Bid protest must contain a complete statement of the reasons and facts for the protest.
			2. The protest must refer to the specific portions of all documents that form the basis for the protest.
			3. The protest must include the name, address, email address, fax number and telephone number of the person representing the protesting party.
			4. The County Agency/Department will notify all bidders of the protest as soon as possible.
		2. Upon receipt of written protest, Director of the Alameda County Public Health Department, or designee, will review and evaluate the protest and issue a written decision. The Public Health Director, may, at her discretion, investigate the protest, obtain additional information, provide an opportunity to settle the protest by mutual agreement, and/or schedule a meeting(s) with the protesting Bidder and others (as appropriate) to discuss the protest. The decision on the bid protest will be issued at least ten (10) business days prior to the Board hearing or award date.

		The decision will be communicated by e-mail, fax, or US Postal Service mail, and will inform the bidder whether or not the recommendation to the Board of Supervisors or OHC in the Notice of Intent to Award is going to change. A copy of the decision will be furnished to all Bidders affected by the decision. As used in this paragraph, a Bidder is affected by the decision on a Bid protest if a decision on the protest could have resulted in the Bidder not being the apparent successful Bidder on the Bid.
		3. The decision of Public Health Director on the bid protest may be appealed to the Auditor-Controller's Office of Contract Compliance & Reporting (OCCR) located at 1221 Oak St., Room 249, Oakland, CA 94612, Fax: (510) 272-6502 unless the OCCR determines that it has a conflict of interest in which case an alternate will be identified to hear the appeal and all steps to be taken by OCCR will be performed by the alternate. The Bidder whose Bid is the subject of the protest, all Bidders affected by the GSA-Office of Acquisition Policy's decision on the protest, and the protestor have the right to appeal if not satisfied with the GSA-Office of Acquisition Policy's decision. All appeals to the Auditor-Controller's OCCR shall be in writing and submitted within five (5) business days following the issuance of the decision by the GSA-Office of Acquisition Policy, not the date received by the Bidder. An appeal received after 5:00 p.m. is considered received as of the next business day. An appeal received after the FIFTH (5th) business day following the date of issuance of the decision by the GSA-Office of Acquisition Policy shall not be considered under any circumstances by the GSA or the Auditor-Controller OCCR.
			1. The appeal shall specify the decision being appealed and all the facts and circumstances relied upon in support of the appeal.
			2. In reviewing protest appeals, the OCCR will not re-judge the proposal(s). The appeal to the OCCR shall be limited to review of the procurement process to determine if the contracting department materially erred in following the Bid or, where appropriate, County contracting policies or other laws and regulations.
			3. The appeal to the OCCR also shall be limited to the grounds raised in the original protest and the decision by the GSA-Office of Acquisition Policy. As such, a Bidder is prohibited from stating new grounds for a Bid protest in its appeal. The Auditor-Controller (OCCR) shall only review the materials and conclusions reached by the GSA-Office of Acquisition Policy or department designee, and will determine whether to uphold or overturn the protest decision.
			4. The Auditor’s Office may overturn the results of a bid process for ethical violations by Procurement staff, County Selection Committee members, subject matter experts, or any other County staff managing or participating in the competitive bid process, regardless of timing or the contents of a bid protest
			5. The decision of the Auditor-Controller’s OCCR is the final step of the appeal process. A copy of the decision of the Auditor-Controller’s OCCR will be furnished to the protestor, the Bidder whose Bid is the subject of the Bid protest, and all Bidders affected by the decision.
		4. The County will complete the Bid protest/appeal procedures set forth in this paragraph before a recommendation to award the Contract is considered by the Board of Supervisor or GSA.
		5. The procedures and time limits set forth in this paragraph are mandatory and are each Bidder's sole and exclusive remedy in the event of Bid Protest. A Bidder’s failure to timely complete both the Bid protest and appeal procedures shall be deemed a failure to exhaust administrative remedies. Failure to exhaust administrative remedies, or failure to comply otherwise with these procedures, shall constitute a waiver of any right to further pursue the Bid protest, including filing a Government Code Claim or legal proceedings.

## TERM / TERMINATION / RENEWAL

* + 1. The term of the contract, which may be awarded pursuant to this RFP, will be four (4) months beginning November 1, 2020 through February 28, 2021, with options for subsequent annual renewal through FY 2021-22.
		2. The County has and reserves the right to suspend, terminate or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County should abandon, terminate or suspend the Contractor’s work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. The County may terminate the contract at any time without written notice upon a material breach of contract and substandard or unsatisfactory performance by the Contractor. In the event of termination with cause, the County reserves the right to seek any and all damages from the Contractor.  In the event of such termination with or without cause, the County reserves the right to invite the next highest ranked bidder to enter into a contract or re-bid the project if it is determined to be in its best interest to do so.
		3. The County may, at its sole option, terminate any contract that may be awarded as a result of this RFP at the end of any County Fiscal Year, for reason of non‑appropriation of funds. In such event, the County will give Contractor at least 30 days written notice that such function will not be funded for the next fiscal period.
		4. By mutual agreement, any contract which may be awarded pursuant to this RFP, may be extended for an additional two-year term at agreed prices with all other terms and conditions remaining the same.

## AWARD

* + 1. Proposals will be evaluated by a committee and will be ranked in accordance with the RFPsection 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. Award may not necessarily be made to the bidder with the lowest price.
		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. Any proposal/bids that contain false or misleading information may be disqualified by the County.
		5. The County reserves the right to award to a single or multiple Contractors.
		6. The County has the right to decline to award this contract or any part thereof for any reason.
		7. Board approval to award a contract is required.
		8. A contract must be negotiated, finalized, and signed by the recommended awardee prior to Board approval.
		9. Final Standard Agreement terms and conditions will be negotiated with the selected bidder. Bidder may access a copy of the Standard Services Agreement template can be found online at:

<http://www.acgov.org/gsa/purchasing/standardServicesAgreement.pdf>

The template contains minimal Agreement boilerplate language only.

* + 1. The RFP specifications, terms, conditions and Exhibits, RFP Addenda 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.

## INVOICING

* + 1. Contractor shall invoice the requesting department, unless otherwise advised, upon satisfactory receipt of product and/or performance of services.
		2. Payment will be made within thirty (30) working days following receipt of invoice and upon complete satisfactory receipt of product and performance of services.
		3. County shall notify Contractor of any adjustments required to invoice.
		4. Invoices shall contain County Purchase Order (PO) number, invoice number, remit to address and itemized products and/or services description and price as quoted and shall be accompanied by acceptable proof of delivery.
		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 PO.
		8. The County will pay Contractor monthly or as agreed upon, not to exceed the total RFPquoted in the bid response.

## ACCOUNT MANAGER / SUPPORT STAFF

* + 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.
		2. 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 work with the OHC to ensure that established standards are adhered to.

# INSTRUCTIONS TO BIDDERS

## COUNTY CONTACTS

Office of HIV Care is managing the competitive process for this project on behalf of the County. All contact during the competitive process is to be through the OHC 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 Bidder to contact evaluators may result in disqualification of bidder.

All questions regarding these specifications, terms and conditions are to be submitted via e-mail only by the time and date specified in the Calendar of Events to:

J. Phoenix Smith, Director, HIV Care Unit

Alameda County, Office of HIV Care

E-Mail: Jennifer.smith@acgov.org

PHONE: (510) 325-7417

The GSA Contracting Opportunities website will be the official notification posting place of all Requests for Interest, Proposals, Quotes and Addenda. Go to <http://www.acgov.org/gsa_app/gsa/purchasing/bid_content/contractopportunities.jsp> to view current contracting opportunities.

## SUBMITTAL OF BIDS

* + 1. All bids must be emailed and received by the Director of the Office of HIV Care, J. Phoenix Smith, by the time and due date specified in the Calendar of Events.

NOTE: LATE BIDS CANNOT BE ACCEPTED. NO HAND DELIVERED OR MAILED BIDS WILL BE ACCEPTED.

Any bid received after said time and/or date cannot be considered.

The email time stamp at the Office of HIV Care shall be considered the official timepiece for the purpose of establishing the actual receipt of bids.

* + 1. Bids are to be addressed and delivered with subject line as follows:

RFP# ETHE072020 EtHE Innovation Grants

**Bidder's name, return address, email address and the RFP number and title must be included in the emailed submission.**

* + 1. Bidders are to submit one bid (Exhibit A – Bid Response Packet, including additional required documentation), with scanned ink signatures, or Docusigned signature.

Bidders are to submit their bid in electronic format. The electronic bid response should be a single file PDF. All signatures must be present in the electronic bid response (e.g., Bidders may want to sign any pages that require signature, scan them, and make them part of the electronic file).

* + 1. 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.
		2. No hand delivered, mailed, or facsimile bids will be considered.
		3. All costs required for the preparation and submission of a bid shall be borne by Bidder.
		4. Only one bid response will be accepted from any one person, partnership, corporation, or other entity; however, several alternatives may be included in one response. For purposes of this requirement, “partnership” shall mean, and is limited to, a legal partnership formed under one or more of the provisions of the California or other state’s Corporations Code or an equivalent statute.
		5. All other information regarding the bid responses will be held as confidential until such time as the County Selection Committee has completed its evaluation, an 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 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 be sent 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.
		6. 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.
		7. 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.
		8. 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.
		9. 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.
		10. 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).
		11. 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 180 days, unless otherwise specified in the Bid Documents.

## RESPONSE FORMAT

* + 1. Bid responses are to be straightforward, clear, concise and specific to the information requested.
		2. In order for bids to be considered complete, Bidder **must** 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 RFPmay 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/proprietary.htm> for more information regarding Proprietary and Confidential Information policies.

### Public Health Logo COPY PLUS version 1EXHIBIT A

**BID RESPONSE PACKET**

**RFP No. ETHE072020**

**Ending the HIV Epidemic Innovation Grants for HIV Services in Alameda County**



To: The County of Alameda

From:

(Official Name of Bidder)

* **AS DESCRIBED IN THE SUBMITTAL OF BIDS SECTION OF THIS RFP, BIDDERS ARE TO SUBMIT BID ELECTRONICALLY (EXHIBIT A – BID RESPONSE PACKET), INCLUDING ADDITIONAL REQUIRED DOCUMENTATION), WITH SCANNED ORIGINAL INK SIGNATURES, IN PDF FORMAT.**
* **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 PRICES AND NOTATIONS 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**
* **BIDDER MUST QUOTE PRICE(S) AS SPECIFIED IN RFP.**
* **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 ANY CLARIFICATIONS AND/OR AMENDMENTS, OR TAKING EXCEPTION TO POLICIES OR SPECIFICATIONS OF THIS RFP, INCLUDING THOSE TO THE COUNTY SLEB POLICY, THESE MUST 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.
2. 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. ETHE072020 – Ending the HIV Epidemic Innovation Grants for HIV Services in Alameda County
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:
* [**Debarment / Suspension Policy**](http://www.acgov.org/gsa/departments/purchasing/policy/debar.htm)

[<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)

[<http://www.acgov.org/gsa/departments/purchasing/policy/ica.htm>]

* [**General Environmental Requirements**](http://www.acgov.org/gsa/departments/purchasing/policy/environ.htm)

[<http://www.acgov.org/gsa/departments/purchasing/policy/environ.htm>]

* [**First Source**](http://www.acgov.org/gsa/departments/purchasing/policy/first.htm)

[<http://acgov.org/auditor/sleb/sourceprogram.htm>]

* [**General Requirements**](http://www.acgov.org/gsa/departments/purchasing/policy/genreqs.htm)

[<http://www.acgov.org/gsa/departments/purchasing/policy/genreqs.htm>]

* [**Proprietary and Confidential Information**](http://www.acgov.org/gsa/departments/purchasing/policy/proprietary.htm)

[<http://www.acgov.org/gsa/departments/purchasing/policy/proprietary.htm>]

1. 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.
2. 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.
3. 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.
4. 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**

**Ending the HIV Epidemic Innovation Grants for HIV Services in Alameda County**

Official Name of Bidder:

Street Address Line 1:

Street Address Line 2:

City:  State:  Zip Code:

Webpage:



Type of Entity / Organizational Structure (check one):

 [ ]  Corporation [ ]  Joint Venture

 [ ]  Limited Liability Partnership [ ]  Partnership

 [ ]  Limited Liability Corporation [ ]  Non-Profit / Church

 [ ]  Other:

Jurisdiction of Organization Structure:

Date of Organization Structure:

Federal Tax Identification Number:

Primary Contact Information:

Name / Title:

Telephone Number:  Fax Number:

E-mail Address:

**SIGNATURE:**

Name and Title of Signer:

Dated this  day of  20

#### BID FORM(S)

**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 three-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.

|  |  |  |  |
| --- | --- | --- | --- |
| **Project Name** | **Number of Unduplicated Clients Served (UDC)** | **Total Amount Requested** | **Cost per Unduplicated client**  |
|  |  |  | **$** |

#### 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.).**

[ ]  1. **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.

[ ]  2. **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 pages in length and should be easily understood.

 3. **Exhibit A – Bid Response Packet:** Every bidder must fill out and submit the complete Exhibit A – Bid Response Packet.

[ ]  **(a)** **Bidder Information and Acceptance:**

 (1) Every Bidder must submit a signed page 4 of Exhibit A.

[ ]  **(c)** **References:**

 (1) Bidders must use the templates on pages 9 of this Exhibit A – Bid Response Packet to provide references.

 (2) Bidders are to provide a list of three (3) current client/community partner references. 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 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.

[ ]  **(d)** **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 10 of this Exhibit A – Bid Response Packet.
2. **THE COUNTY IS UNDER NO OBLIGATION TO ACCEPT ANY EXCEPTIONS, AND SUCH EXCEPTIONS MAY BE A BASIS FOR BID DISQUALIFICATION.**

[ ]  4. **Key Personnel (1 page)**: Bid responses shall include a complete list of all key personnel associated with the RFP. This list must include all key personnel who will provide services/training to County staff and all key personnel who will provide maintenance and support services. For each person on the list, the following information shall be included:

 (a) The person’s relationship with Bidder, including job title and years of employment with Bidder;

 (b) The role that the person will play in connection with the RFP;

 (c) Address, telephone and e-mail address;

 (d) Person’s educational background; and

 (e) Person’s relevant experience, certifications, and/or merits.

[ ]  5. **Description of the Proposed Services (2-3 pages)**: Bid response shall include a description of the terms and conditions of services to be provided during the contract term including response times. The description shall contain a basis of estimate for services including its scheduled start and completion dates, the number of Bidder’s and County personnel involved, and the number of hours scheduled for such personnel. The description must: (1) specify how the services in the bid response will meet or exceed the requirements of the County; (2) explain any special resources, procedures or approaches that make the services of Bidder particularly advantageous to the County; and (3) identify any limitations or restrictions of Bidder in providing the services that the County should be aware of in evaluating its Response to this RFP.

[ ]  6. **Cost (2-3 pages)**: Bid response shall include a detailed description of the costs associated with providing the proposed services for a four month period. The Bid response should include the costs to provide the proposed activities and staff resources to achieve the proposed outcomes. A complete proposed budget summary and budget justification (**Exhibits D and E should be included with the response**).

[ ]  7. **Implementation Plan and Schedule (2-5 pages)**: The bid response should include an implementation plan describing how the Bidder will 1) prepare to provide services beginning on November 1, 2020; 2) plan to inform the community, including HIV service providers, and PLWH on how to access services; and 3) how services will be implemented alongside other programs. The plan should also include an assessment of service effectiveness and any areas for improvement each quarter.

[ ]  8. **Capacity and Relevant Experience (1-3 pages)**: Bid response should include a detailed description of the Bidder organization’s relevant experience. Response should include summaries of other programs, past and current, that demonstrate the experience and stability of the Bidder organization. Response should include descriptions of staff to be assigned to the project and organizational leadership. These descriptions should cover relevant work experience, training, licensure/certification, and experience working with PLWH, including relevant cultural competency. Response should also explain how existing programs within the Bidder organization and relationships with other organizations will be leveraged for success with the proposed program. Response should address whether new or existing staff will be used for the proposed program and gaps in experience or training will be addressed.

[ ]  9. **Data and Reports (1-2 pages):** The bid response should describe the Bidder’s plan to collect data to monitor the progress of the proposed program. The description should cover the plan and process for collecting and entering required data in a timely manner. The description should show how data collection is aligned with the program objectives and services. The description should detail staff responsible for data entry and for ensuring compliance with timely data collection and reporting of program activities. **The bid response should include the scope of work template (Exhibit C) in this section**.



#### CURRENT REFERENCES

RFP No. ETHE072020

**Ending the HIV Epidemic Innovation Grants for HIV Services in Alameda County**

Bidder Name:

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

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

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

####

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#### EXCEPTIONS, CLARIFICATIONS, AMENDMENTS

RFP No. ETHE072020

**Ending the HIV Epidemic Innovation Grants for HIV Services in Alameda County**

Bidder Name:

List below requests for clarifications, exceptions and amendments, if any, to the RFP and associated Bid Documents, and submit with your bid response.

The County is under no obligation to accept any exceptions and such exceptions may be a basis for bid disqualification.

|  |  |
| --- | --- |
| **Reference to:** | **Description** |
| Page No. | Section | Item No. |  |
| **p. 23** | **D** | **1.c.** | ***Vendor takes exception to…*** |
|       |       |       |       |
|       |       |       |       |
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|       |       |       |       |
|       |       |       |       |

\*Print additional pages as necessary

### Public Health Logo COPY PLUS version 1EXHIBIT 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 insurance coverage, limits and endorsements:

|  |  |
| --- | --- |
| **TYPE OF INSURANCE COVERAGES** | **MINIMUM LIMITS** |
| **A** | **Commercial General Liability**Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability; Abuse, Molestation, Sexual Actions, and Assault and Battery | $1,000,000 per occurrence (CSL)Bodily Injury and Property Damage |
| **B** | **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 AutoBodily Injury and Property Damage |
| **C** | **Workers’ Compensation (WC) and Employers Liability (EL)**Required for all contractors with employees | WC: Statutory LimitsEL: $100,000 per accident for bodily injury or disease |
| **D** | **Professional Liability/Errors & Omissions** Includes endorsements of contractual liability and defense and indemnification of the County | $1,000,000 per occurrence$2,000,000 project aggregate |
| **E** | **Endorsements and Conditions**:ADDITIONAL INSURED: All insurance required above with the exception of Professional Liability, Personal 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 and representatives.1. **DURATION OF COVERAGE:** All required insurance shall be maintained during the entire term of the Agreement with the following exception: 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 termination 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.
2. **REDUCTION OR LIMIT OF OBLIGATION:** All insurance policies shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). 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.
3. **INSURER FINANCIAL RATING:** Insurance shall be maintained through an insurer with a minimum A.M. Best Rating of A- or better, 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. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor.
4. **SUBCONTRACTORS:** Contractor shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
5. **JOINT VENTURES:** If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any 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.
* Joint insurance program with the association, partnership or other joint business venture included as a “Named Insured.
1. **CANCELLATION OF INSURANCE:** All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation.
2. **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 require certificate(s) and endorsements must be sent to:

- Department/Agency issuing the contract- With a copy to Risk Management Unit (125 – 12th Street, 3rd Floor, Oakland, CA 94607) |

Certificate C-2C **EXH B** Form 2003-1 (Rev. 03/15/06)

### Public Health Logo COPY PLUS version 1EXHIBIT C

**Scope of Work Template**

RFP No. ETHE072020

**Ending the HIV Epidemic Innovation Grants for HIV Services in Alameda County**

|  |  |  |  |
| --- | --- | --- | --- |
| **CONTRACTOR:** |  | **PRIORITY POPULATION** |  |
| **MAIN PROGRAM GOAL:** |  |
| **INDICATORS:** |  | **Goal UDC:** | **Goal UOS:** |
| **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 order of importance)* | *Objectives to be completed by?* | *Who on will provide services?* | *How will objectives obtainment be tracked?* |
| **OUTCOME OBJECTIVE #1** | **PROCESS OBJECTIVE #1** | **TIMELINE** | **STAFF** | **EVALUATION** |
|  | **1** |  |  |  |  |
| **2** |  |  |  |  |
| **3** |  |  |  |  |
| **OUTCOME OBJECTIVE #2** | **PROCESS OBJECTIVE #2** | **TIMELINE** | **STAFF** | **EVALUATION** |
|  | **1** |  |  |  |  |
| **2** |  |  |  |  |
| **3** |  |  |  |  |
| **OUTCOME OBJECTIVE #3** | **PROCESS OBJECTIVE #3** | **TIMELINE** | **STAFF** | **EVALUATION** |
|  | **1** |  |  |  |  |
| **2** |  |  |  |  |
| **3** |  |  |  |  |

### Public Health Logo COPY PLUS version 1EXHIBIT D

**Budget Summary Sample Template**

RFP No. ETHE072020

**Ending the HIV Epidemic Innovation Grants for HIV Services in Alameda County**

**Office of HIV Care – Budget Template**

### Public Health Logo COPY PLUS version 1EXHIBIT E

**Instructions and Examples for Categorical Budget Justification**

RFP No. ETHE072020

**Ending the HIV Epidemic Innovation Grants for HIV Services in Alameda County**

**AGENCY NAME**

**BUDGET**

**For the Period Covered March 01, 2019 – February 28, 2020**

##### PERSONNEL $ 55,566

[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.

Community Health Outreach Worker (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.

Bookkeeper (Ms. F $ 7,200

$36,000/year x 20% x12 mos.

This is a full-time position managing the program accounts payable, invoicing, preparing audits and other related fiscal matters to this project.

**B. FRINGE BENEFITS $ 13,892**

[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%).

**C. TRAVEL $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.]

**EXAMPLE**:

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 $0.345 mile x 12 mos.)

Air Fare/Per Diem - $5,110

This line item is primarily for travel outside of the local area to HRSA/OHC recommended or required conferences for the 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.]

**EXAMPLE**:

Agency ABC - $15,000

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

Arts Consultants - $15,000

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

# of consultants x rate per hour x # of hours x # of sessions.

**E. FURNITURE & FIXTURE/EQUIPMENT $2,000**

[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 HIV Care.**]

**EXAMPLE**:

Computer - $1,200

The Computer will be used by the Community Health Outreach Worker to analyze case and data and intelligence information.

Video camera - $800

The camera will be used to record workshop sessions.

**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. Months

Health Education Materials - $1,500

These expenses include supplies for safer sex kits (lubricants, oral sex condoms, etc.)

**G. OTHER OPERATING EXPENSES $14,717**

[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.

Utilities/Maintenance/Janitorial – $2,707

s 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 as well as lease of phone equipment. ($35 per mo. X FTE 2.4 x 12 mos.).

Postage - $200

These expenses are for sending outreach materials, newsletters, correspondence and reporting activities.

**H. Total Personnel and Operating Expenses $106,500**

**I. Total Budget $106,500**

1. Federal funding amounts subject to change. [↑](#footnote-ref-2)