- 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. RW0918PSSA

for

Ryan White Part A Psychosocial Support Services and Substance Abuse Outpatient Care

For complete information regarding this project, see RFP posted at 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, Office of HIV Care

Phone Number: (510) 268-7630

E-mail Address: Jennifer.smith@acgov.org

RESPONSE DUE

by

2:00 p.m.

on

November 1, 2018

at

Alameda County Public Health Department
Office of HIV Care
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 No. RW0918PSSA SPECIFICATIONS, TERMS & CONDITIONS

for

Ryan White Part A Psychosocial Support Services and Substance Abuse Outpatient Care

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EXHIBIT A - BID RESPONSE PACKET

EXHIBIT B - INSURANCE REQUIREMENTS

EXHIBIT C - SCOPE OF WORK

EXHIBIT D - BUDGET SUMMARY

EXHIBIT E - BUDGET JUSTIFICATION

I. STATEMENT OF WORK

A. <u>INTENT</u>

It is the intent of these specifications, terms and conditions to describe the Ryan White HIV/AIDS Program (RWHAP) service categories, Psychosocial Support Services (PSS) and Substance Abuse Outpatient Care (SAOC), being requested by the Alameda County Public Health Department Office of HIV Care (OHC).

The OHC intends to award one-year contracts to the Bidder(s) selected as the most qualified whose response conforms to this Request for Proposals (RFP) and meets the OHC's requirements. A Bidder may choose to submit one proposal for either PSS or SAOC, or two separate proposals for each of the service categories. The OHC intends to award up to five (5) contracts for each service category. The OHC may choose to renew contracts annually for up to five (5) years, based on performance, federal appropriations and local allocations. OHC reserves the right to put services up for bid at any time and/or to extend contracts beyond the one-year project period.

RWHAP Service Category	Anticipated Funding Amount for FY19-20
Psychosocial Support Services	\$173,257
Substance Abuse Outpatient Care	\$198,668

B. <u>SCOPE</u>

The RWHAP provides wrap-around health services to eligible low income, uninsured and underinsured people living with HIV (PLWH) and, in limited circumstances, their caregivers. The primary goal is to improve HIV-related health outcomes and general well-being among PLWH. In addition, because effective HIV treatment eliminates the risk of HIV transmission, the RWHAP also contributes to overall public health. All PLWH in Alameda County who meet the RWHAP eligibility requirements may obtain services. Youth, especially young gay and bisexual men of color ages 13-30, women of color of all ages, mono-lingual and bi-lingual Latino persons, trans-people living with HIV, and persons living with HIV who are 50 and older are all considered underserved populations.

Services funded through this RFP must be delivered in Alameda County and comply with RWHAP and local standards of care for PSS and SAOC as well as all federal program guidelines. Services must be delivered to eligible PLWH with a demonstrated need for PSS and/or SAOC.

Services funded through this RFP process are to be delivered March 1, 2019 to February 29, 2020 with the possibility of renewal as described in section I. A. above.

C. BACKGROUND

The HIV epidemic continues to constitute an urgent health emergency for our region that substantially impacts gay men and other men who have sex with men, transgender persons, women, and low-income individuals, and disproportionately affects people of color. Alameda County has approximately 6000 persons known to be living with HIV and averages almost 250 new cases diagnosed every year. Approximately 2600 PLWH in Alameda County receive at least one RWHAP service in 2017.

On an annual basis, the OHC applies for federal RWHAP Part A/Minority AIDS Initiative (MAI) funds on behalf of the Oakland Transitional Grant Area (OTGA), which includes both Alameda and Contra Costa Counties. Funds are awarded to the Alameda County Board of Supervisors. The OTGA Planning Council, comprised of PLWH, providers, government officials and other stakeholders, sets priorities for which RWHAP service categories should be funded and allocates the Part A/MAI award funds among these service categories. The Part A/MAI program is intended to work in coordination with the existing health system and other local RWHAP funded programs. The OTGA Planning Council has identified both PSS and SAOC as necessary Part A/MAI service categories to support the needs of PLWH living in the OTGA.

The OHC is part of the Alameda County Public Health Department and has been designated by the Alameda County Board of Supervisors as the administrative mechanism for the Part A/MAI award funds within the OTGA. The OHC administers all Alameda County public health HIV care services programs.

The goals and objectives for the RWHAP in the Oakland TGA have been published in the "2017-2021 Alameda & Contra Costa Integrated HIV Prevention & Care Plan" (http://www.acphd.org/media/457997/oakland-tga-integrated-hiv-prevention-care-plan-2017-2021.pdf). Several of these goals and objectives support ongoing implementation of the RWHAP program and the priorities set by the OTGA Planning Council. The OTGA adopted the National HIV/AIDS Strategy Goal 2: Increase Access to Care and Improve Health Outcomes for People Living with HIV. Under this goal, the OTGA adopted the following objectives (partial list only):

Objective 2.2.A: By December 31, 2021, increase the percentage of persons in the Oakland region who are retained in HIV medical care - based on at least 1 medical visit per year - to at least 90%.

Objective 2.2.B: By December 31, 2021, increase the percentage of persons in the Oakland region who are virally suppressed - defined as having less than 200 copies/ml at most recent viral load test - to at least 80%.

As part of the ongoing effort to meet these goals and objectives, PSS and SAOC funded by the RWHAP are currently offered to eligible PLWH by a range of providers within Alameda County. In order to comply with local and federal policies and guidelines and in order to ensure that PSS and SAOC services continue to be delivered with the highest standard of care and meet the needs of the greatest number of eligible PLWH possible, OHC is placing these service categories out for bid.

This project is supported by the Health Resources and Services Administration (HRSA) of the U.S. Department of Health and Human Services (HHS) under grant number H89HA00018, HIV Emergency Relief Projects Grants, for \$7,057,577 (OTGA award for FY18-19; FY19-20 award anticipated in January 2019). This information or content and conclusions are those of the author and should not be construed as the official position or policy of, nor should any endorsements be inferred by HRSA, HHS or the U.S. Government.

Additional background on the federal RWHAP including detailed descriptions of program rules and requirements may be found at the HRSA HIV AIDS Bureau (HAB) website: https://hab.hrsa.gov/.

D. BIDDER MINIMUM QUALIFICATIONS

- 1. Bidder has been regularly and continuously engaged in the business of providing medical, behavioral health and/or social support services to PLWH for the past three (3) years.
- 2. Bidder is a certified not-for profit 501(c) (3) community-based organization, hospital, clinic, or other service provider. According to RWHAP rules, funding may be awarded to public or nonprofit entities, such as community-based organizations, hospices, ambulatory care facilities, community health centers, migrant health centers, homeless health centers, substance abuse treatment programs, mental health programs, hospitals, and hospices. Private for-profit entities are eligible to receive funding if they are the only available provider of high-quality HIV care in the area. Prior approval from HRSA/HAB will be required before any award can be made to a for-profit entity.
- 3. Bidder shall possess all permits, licenses and professional credentials necessary to perform services as specified under this RFP.

4. Bidder has not within a 3-year period preceding this contract had one or more public contracts (Federal, State or Local) terminated for cause.

E. <u>SPECIFIC REQUIREMENTS</u>

A Bidder may choose to submit a single proposal to meet either the PSS requirements (section I.E.1.) or the SAOC requirements (section I.E.2.) described below, or a Bidder may submit two complete and separate proposals, one for each service category.

1. Psychosocial Services Requirements

- a. Service definition: group or individual support and counseling services to assist eligible PLWH to address behavioral and physical health concerns.
- b. Proposed program should include one or more of the following key activities:
 - (1) HIV support groups
 - (2) Nutrition counseling by a non-registered dietitian nutritionist
 - (3) Grief Counseling
 - (4) Pastoral care
- c. Proposed program should meet the following objectives and requirements:
 - (1) Must address barriers to health care.
 - (2) Must ensure clients are connected to primary medical care.
 - (3) Available for extended service hours, including evenings and/or weekends.
 - (4) Must provide information that addresses the client's physical, mental, emotional and spiritual needs, as well as provides education on risk reduction, stigma, substance use and abuse, and HIV medication adherence.
 - (5) May provide services to family members in order to strengthen the client's support system, only as allowable by RWHAP eligibility rules.

- (6) Appointments for this service are to occur within 30 days of the initial referral.
- (7) May use peer-based client support strategies.
- (8) Provides mental health referrals to clients in crisis.
- (9) All information and education, including all written materials, are to be presented in a culturally competent (appropriate) manner.
- (10) Must provide referrals to meet clients' specific care needs.
- d. PSS-specific program restrictions:
 - (1) PSS funds may not be used to pay for services provided by a mental health provider, nutritional supplements, social/recreational activities, or gym memberships.
 - (2) Pastoral care restrictions:
 - (a) Must be provided by an institutional pastoral care program.
 - (b) Must be available to all eligible clients regardless of religious affiliation.

2. <u>Substance Abuse Outpatient Care Requirements</u>

- a. Service definition: outpatient treatment of substance or alcohol use disorders.
- b. Proposed program should include substance or alcohol use disorder screening, assessment, diagnosis and/or treatment with one or more of the following treatment modalities:
 - (1) Recovery readiness programs
 - (2) Harm reduction
 - (3) Behavioral health counseling
 - (4) Outpatient drug-free treatment and counseling
 - (5) Medication assisted therapy
 - (6) Relapse prevention

- (7) Acupuncture (only as part of a RWHAP funded SAOC treatment plan)
- c. Proposed program should include the following key activities:
 - (1) An initial assessment/screening using a universal Substance Abuse screening tool, to occur within 30 days of initial client contact
 - (2) Development of a comprehensive, individualized treatment plan
 - (3) Referral/coordination/linkages with other providers to ensure integrated care
 - (4) Triage and appropriate referral, if needed, for suicidality, homelessness, emergency physical and mental health needs and detoxification services
 - (5) Re-evaluation of the treatment plan at least every six months
- d. Proposed program should meet the following objectives and requirements:
 - (1) Must ensure clients are connected to primary medical care with written documentation in client's file.
 - (2) May provide group and/or individual counseling
 - (3) Available for extended service hours, including evenings and/or weekends
 - (4) Offers ongoing partner services
 - (5) May use peer-based support strategies
 - (6) Offers flexible policies regarding missed appointments
- e. SAOC staffing restrictions:
 - (1) Practitioners, including but not limited to physicians, psychologists, nurse specialists, MFTs, LCSWs, CADACs, and acupuncturists, must hold valid current State of California licensure or certification.
 - (2) Other staff may provide services appropriate for their level of training/education as part of a care team under the supervision of licensed or certified clinicians, including interns, associates, assistants, fellows, peer navigators, and community health workers.

3. Additional Requirements

- a. General Program Requirements
 - (1) Proposed services must comply with all ACPHD, OTGA and federal RWHAP guidelines and standards.
 - (a) Current OTGA standards of care may be found here:
 http://hivccpc.org/wp-content/uploads/2016/08/Standards-of-care-ForFinalApproval June2016.pdf
 - (b) Current federal RWHAP guidelines and standards may be found here: https://hab.hrsa.gov/program-grants-management/ryan-white-hivaids-program-recipient-resources
 - (c) Current federal RWHAP policy notices may be found here: https://hab.hrsa.gov/program-grants-management/policynotices-and-program-letters
 - (2) All proposed services must be delivered within Alameda County.
 - (3) Programs must certify client RWHAP eligibility at initial enrollment and every 6 months, according to RWHAP guidelines; eligibility criteria:
 - (a) Confirmed HIV infection documented in client file
 - (b) Resident of Alameda County
 - (c) Household income ≤300% of the federal poverty limit (subject to revision)
 - (4) Programs must ensure that RWHAP funds are used as payer-of-last resort. Programs should have procedures in place to assess all clients for insurance coverage, such as Medi-Cal, or other reimbursement programs and enroll or refer for enrollment clients eligible for insurance coverage before charging services to a RWHAP Part A/MAI award.
 - (5) Programs must ensure clients have access to RWHAP funded services regardless of ability to pay or current or past health condition. Programs may charge fees for services using a publicly posted sliding fee scale, however programs should have policies and procedures to ensure that services are not denied for non-payment and do not require full payment prior to service delivery.

- (6) Programs planning to offer Medi-Cal-reimbursable services must be participating in Medi-Cal and certified to receive Medi-Cal payments or able to document efforts under way to obtain such certification.
- (7) Programs must inform clients of their rights and responsibilities, including client confidentiality, RWHAP client data sharing, and grievance procedures.
- (8) Programs must develop and maintain secure data systems to track service delivery and collect and store client data.
- (9) Proposed services must be delivered in a safe, accessible location.
- (10) Proposed services must be delivered in confidential manner with appropriate measures in place to protect client privacy according to state and federal laws and County requirements.
- (11) Programs must develop or have access to language assistance procedures for:
 - (a) Assessing the language needs of clients
 - (b) Translating both oral and written materials to meet those needs.
- (12) Program facilities must meet relevant federal and state requirements for civil rights, safety, sanitation, access, public health and infection control.
- (13) Programs must maintain relationships with service providers to ensure appropriate referrals to HIV medical care and other services for clients as needed.
- (14) Programs must have policies and procedures to promote HIV services to low-income individuals and explain program eligibility requirements.
- (15) Program staff must attend all required OHC contractor meetings, and all other service category specific meetings and/or trainings.
- b. Fiscal Requirements
 - (1) The Contractor agrees to accept award of funds under this agreement on a cost reimbursement basis. Reimbursements are

- subject to satisfactory submission of all required documentation as proof of expense/purchase.
- (2) Payment of invoices will be contingent on monthly entry of service data into ARIES, the OHC program data system.
- (3) A maximum of 10% of the total proposed budget amount can be used for administration costs, inclusive of any indirect costs; evidence of any federally negotiated indirect cost rate will be required if applicable.
- (4) Funds must be expended in compliance with all applicable federal, state and local fiscal rules and regulations.
- (5) Funds must be expended in compliance with all applicable federal, state and local rules and regulations. This award is subject to 45 CFR part 75 Uniform Administrative Requirements, Cost Principles, and Audit Requirement for HHS awards.
- (6) Funds awarded through this RFP may not be distributed as cash incentives to clients.

Personnel Requirements

- (1) Program personnel shall demonstrate cultural competency with regard to serving PLWH in Alameda County.
- (2) Program personnel must possess all required state certifications and licenses, and these must be current.
- (3) Program personnel must be trained and supervised by staff with appropriate clinical and/or supervisory experience at an approved or regularly scheduled time; supervisors must conduct client record review at least annually to assess staff's documentation.

4. Implementation Plan and Schedule

Services funded through this RFP are to begin on March 1, 2019. Bid responses should include an implementation plan and schedule for service initiation. The implementation plan should describe the timeframe for creating protocols, arranging staffing, and training if relevant. The plan should anticipate potential delays in implementation due to foreseeable causes. The plan should include an assessment of services at 3 and 6 months after the start of the program for effectiveness and any areas for improvement.

5. Health Equity

Responses should take health equity into consideration and, within reason for these specifications and requirements, address social determinants of health within PLWH though service delivery.

Responses should demonstrate Bidder organization staff and leadership experience delivering services in or reaching clients from areas of Alameda County disproportionately impacted by HIV (see "HIV in Alameda County, 2014-2016," http://www.acphd.org/data-reports/reports-by-topic/communicable-disease.aspx#HIV). Responses should demonstrate that staff and leadership can effectively engage and serve PLWH experiencing health disparities in Alameda County.

F. DELIVERABLES / REPORTS

- The Contractor is required to submit all requested documents necessary for contract development (including but not limited to final program description, scope of work, budget summary and justification, signed contract coversheets, and current insurance certificates) for each funded service category by the date specified on the Office of HIV Care Award Letter.
- 2. The Contractor must use the designated database system (ARIES) to collect and enter client level data and service utilization information by the 10th day of the month following the end of the month services were provided, and enter into ARIES all client level data required for the annual Ryan White Service Report (RSR).
- 3. The Contractor must upload its RSR in the designated reporting system (HRSA Electronic Handbook) for each calendar year in which services are delivered.
- 4. The Contractor is required to submit mid-year and year-end progress reports regarding funded services to the OHC using the designated report format.
- 5. The Contractor is required to participate in periodic evaluations including site visits to review RWHAP program fiscal, personnel and client files.
- 6. The Contractor is required to participate in a Clinical Quality Management program aimed at improving client care, health outcomes, and client satisfaction.

G. <u>ACRONYM AND TERM GLOSSARY</u>

AIDS	Acquired Immunodeficiency Syndrome	
Agency	Selected bidder that is awarded a contract	
ARIES	AIDS Regional Information and Evaluation System	
Bid	Bidder response to this Request for Proposals	
Bidder	Specific entity responding to this RFP	
Contractor	When capitalized, shall refer to selected bidder that is	
	awarded a contract	
County	When capitalized, shall refer to the County of Alameda	
EHB	Electronic Handbook	
Federal	Refers to United States Federal Government, its	
	departments and/or agencies	
HIPAA	Shall mean the Health Insurance Portability and	
	Accountability Act of 1996	
HIV	Human Immunodeficiency Virus	
HAB	HIV AIDS Bureau	
HRSA	Health Resources and Services Administration	
Medi-CAL	California's Medicaid-funded health insurance program	
occ	Office of Contract Compliance	
OHC	Alameda County Public Health Department Office of HIV	
	Care (formerly Office of AIDS Administration or OAA)	
OTGA	Oakland Transitional Grant Area, which includes Alameda	
\ * \	and Contra Costa Counties	
PC	Planning Council	
PLWH	People living with HIV	
Proposal	Bidder's response to this RFP	
Response	Bidder's response to this RFP	
RFP	Request for Proposal	
RSR	Ryan White Services Report	
RWHAP	Ryan White HIV/AIDS Program	
UDC	Unduplicated Client	
UOS	Unit of Service	

II. CALENDAR OF EVENTS

EVENT	DATE/LOCATION	
Request Issued	September 27, 2018	
Written Questions Due	October 9, 2018 at 11:30 AM	
Bidders Conference #1	October 4, 2018	Office of HIV Care
	1:30 PM – 3:00 PM	1000 Broadway
		Conference Room 310
		Oakland, CA 94607
Bidders Conference #2	October 9, 2018	Health Care Services Agency
	10:00 AM - 11:30 AM	1000 San Leandro Blvd
		Room 220
		San Leandro, CA 94577
Addendum Issued	October 11, 2018	
Response Due	November 1, 2018 by 2:00 p.m	1.
Evaluation Period	November 5-9, 2018	121
Vendor Interviews	November 13, 2018	
Board Letter Recommending	December 4, 2018	D
Award Issued		
Board Consideration Award	December 18, 2018	
Date		
Contract Start Date	March 1, 2019	/ * /

Note: Interview, Board Letter, and Award dates are approximate.

H. <u>BIDDERS CONFERENCES</u>

- 1. Bidders Conferences will be held to:
 - a. Provide an opportunity for Bidders to ask specific questions about the project and request RFP clarification.
 - b. Provide the County with an opportunity to receive feedback regarding the project and RFP.
- 2. Written questions and feedback regarding the RFP may also be submitted to the RFP contact up until 11:30AM on October 9, 2018, the day of the last Bidders conference.

- 3. All questions raised at the Bidders Conferences or submitted in writing will be addressed, and the list of attendees will be included, in an Addendum to this RFP following the Bidders Conferences.
- 4. Potential Bidders are strongly encouraged to attend a Bidders Conference in order to further facilitate relationships with other Bidders. Vendors who attend a Bidders Conference will be added to the Vendor Bid List included with the Addendum.
- 5. Attendance at a Bidders Conference is highly recommended but is not mandatory.
- 6. Failure to participate in a Bidders Conference will in no way relieve the Contractor from furnishing goods and/or services required in accordance with these specifications, terms and conditions.

III. COUNTY PROCEDURES, TERMS, AND CONDITIONS

I. <u>EVALUATION CRITERIA / SELECTION COMMITTEE</u>

All proposals that pass the initial Evaluation Criteria which are determined on a pass/fail basis (Completeness of Response and Debarment and Suspension) 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 service delivery and/or psychosocial support services and/or substance abuse outpatient care. The CSC will score and recommend a Contractor or Contractors 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 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 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 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 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 three (3) Bidders receiving the highest preliminary scores and 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:

	Evaluation Criteria	Weight
A. Completeness of Response: Responses to this RFP must be complete. 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 considered may be picked up at the delivery location within 14 calendar days of contract award and/or the completion of the competitive process.	Pass/Fail
В.	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 . Pass/Fail	
C.	Program Description and Service Delivery: In each area described below, an evaluation will be made of the probability of success of and risks associated with, the proposal response:	
	The description of proposed services is comprehensive, clear, detailed and meets the specific requirements for either PSS or SAOC as outlined in the RFP.	30 points

	 There is clear demonstration of the process through which the Bidder will meet individual client's need for the services proposed by the Bidder. There is clear demonstration of the Bidder's ability to reach PLWH and its cultural competence in serving populations impacted by HIV in Alameda County. There is a clear demonstration of how the Bidder's proposed program will work with other local service providers from which clients may need or receive services, where relevant. 	
D.	Cost: The proposal, including the budget summary and budget justification, will be evaluated against the RFP specifications and the questions below:	
	 How well-matched is Bidder's budget to the proposed program for PSS or SAOC? How well does the budget capture all activities and staff in the proposed program? How appropriately does the Bidder allocate staff and other resources? How much value does the proposal demonstrate considering the cost of the program, expected outcomes and the number of clients served? How well does the budget justification detail how the Bidder arrived at a particular cost? Does the proposed budget reasonably reflect the Bidder's effort to meet requirements and objectives? Is the proposed cost realistic given the nature of services to be provided? 	
	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	15 nointe
E.	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	15 points 5 points

	the County's schedule.	
F.	Capacity and Relevant Experience: Proposals will be evaluated against the RFP specifications and the questions below:	
	Does the Bidder have the relevant staffing and experience to conduct the scope of work outlined in the RFP?	
	2. Do the individuals assigned to the program have experience on similar projects?	
	3. How extensive is the applicable education and experience of the personnel designated to work within the program?	
	4. Does the Bidder demonstrate the ability to operate without solely relying on this funding?	
	5. Do the agency and personnel assigned to the project have the language ability and cultural competence to reach the intended population?	15 points
G.	Data and Reports: Proposals will be evaluated against the RFP specifications and the questions below:	
	Does proposal clearly explain the plan and process for collecting and entering required data in a timely manner?	
	2. How well matched are the proposed program measures to the objectives in the RFP?	
	3. Does the proposal clearly demonstrate a plan for complying with the reporting and monitoring requirements of this program?	
	4. Does the proposal reflect an understanding that collected data will support reporting program deliverables to ACPHD?	15 points
н.	Understanding of the Project:	- 10
	Proposals will be evaluated against the RFP specifications and the questions below:	
	Has Bidder demonstrated a thorough understanding of the purpose and scope of the services?	
	How well has the Bidder identified pertinent issues and potential problems related to the services?	10 points

1.	 3. Has the Bidder demonstrated that it understands the deliverables the County expects it to provide? 4. Has the Bidder demonstrated that it understands the County's time schedule and can meet it? Extended Service Hours Offered	
1.	Proposals will be evaluated against the requirement to offer extended services hours during evenings and/or weekends.	5 points
J.	 Health Equity Proposals will be evaluated against the RFP specifications and the questions below: 1. Does the proposal demonstrate an understanding of health equity and social determinates of health as they relate to PLWH in Alameda County? 2. Do the proposed project staff and leadership have experience successfully engaging and serving PLWH in Alameda County? 	5 points
K.	Bidder Interview (if needed): The oral interview on the proposal shall not exceed 60 minutes. The oral interview may include responding to standard and specific questions from the CSC regarding the Bidder's proposal. The scoring may be revised based on the oral interview.	
L.	References (See Exhibit A – Bid Response Packet)	Pass/Fail

J. 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 services were evidenced which make it unlikely (even with possible modifications) that such 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 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 OHC. 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(s) 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. Under no circumstances will any discussion be conducted with regard to contract negotiations with the successful Bidder.
- 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. <u>BID PROTEST/APPEALS PROCESS</u>

The Alameda County Public Health Department 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 Recommendation to Award/Non-Award have been issued. Bid protests submitted prior to issuance of the Notices of Recommendation 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, 1000 Broadway, Suite 500, Oakland, CA 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 protest received after 5:00 pm is considered received as of the next business day.

- a. The bid protest must contain a complete statement of the reasons and facts for the protest.
- b. The protest must refer to the specific portions of all documents that form the basis for the protest.
- c. The protest must include the name, address, email address, fax number and telephone number of the person representing the protesting party.
- d. ACPHD will transmit a copy of the bid protest to all Bidders as soon as possible after receipt of the protest.
- 2. Upon receipt of written protest, the Public Health Director 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 date. The decision will be communicated by e-mail or fax, and certified mail, and will inform the Bidder whether or not the recommendation to the Board of Supervisors in the Notice of Recommendation 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 the Public Health Director on the bid protest may be appealed to the Auditor- Controller's Office of Contract Compliance (OCC) located at 1221 Oak St., Room 249, Oakland, CA 94612, Fax: (510) 272-6502. The Bidder whose bid is the subject of the protest, all Bidders affected by the Public Health Director's decision on the protest, and the protestor have the right to appeal if not satisfied with the Public Health Director's decision. All appeals to the Auditor-Controller's OCC shall be in writing and submitted within five (5) business days following the issuance of the decision by the Public Health Director, not the date received by the Bidder. An appeal received after 5:00 p.m. is considered received as of the next business day.
 - a. The appeal shall specify the decision being appealed and all the facts and circumstances relied upon in support of the appeal.

- b. In reviewing protest appeals, the OCC will not re-judge the proposal(s). The appeal to the OCC 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.
- c. The appeal to the OCC also shall be limited to the grounds raised in the original protest and the decision by the Public Health Director. As such, a Bidder is prohibited from stating new grounds for a bid protest in its appeal. The Auditor-Controller (OCC) shall only review the materials and conclusions reached by the Public Health Director or department designee, and will determine whether to uphold or overturn the protest decision.
- d. The OCC may overturn the results of a bid process for ethical violations by Public Health Department 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.
- e. The decision of the OCC is the final step of the appeal process. A copy of the decision of the OCC 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 Supervisors.
- 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.

M. <u>TERM / TERMINATION / RENEWAL</u>

1. The term of the contract, which may be awarded pursuant to this RFP, will be twelve (12) months or March 1, 2019 to February 29, 2020.

2. By mutual agreement, any contract which may be awarded pursuant to this RFP, may be extended for an additional one-year term at agreed funding with all other terms and conditions remaining the same, pending availability of program funds.

N. AWARD

- 1. Proposals will be evaluated by a committee and will be ranked in accordance with the RFP section entitled "Evaluation Criteria/Selection Committee."
- 2. The CSC will recommend award to the Bidder(s) 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. 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. Bidder may access a copy of the Standard Services Agreement template found online at:
 - http://www.acgov.org/gsa/purchasing/standardServicesAgreement.pdf
 - The template contains minimal Agreement boilerplate language only and will be modified for any final agreement.
- 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. <u>INVOICING</u>

- 1. Contractor shall invoice ACPHD, unless otherwise advised, upon satisfactory performance of services by the 20th day of the month following the month in which services were delivered.
- County will use best efforts to make payment within twenty (20) days following receipt and review of invoice and upon complete satisfactory 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 use standardized invoice format upon request.
- 6. Invoices must be received from and payments will only be issued to the Contractor whose name is specified on the contract.
- 7. The County will pay Contractor monthly or as agreed upon, not to exceed the total quoted in the bid response.

P. <u>ACCOUNT MANAGER / SUPPORT STAFF</u>

- 1. Contractor shall provide a dedicated competent program manager who shall be responsible for the County contract. The program manager shall receive all communications 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, services offered and able to identify and resolve quickly any issues including but not limited to invoicing problems.
- 3. Contractor program manager shall be familiar with County and RWHAP requirements and standards and work with ACPHD to ensure that established standards are adhered to.

IV. INSTRUCTIONS TO BIDDERS

Q. COUNTY CONTACTS

The Office of HIV Care (OHC) within ACPHD is managing the competitive process for this project. All contact during the competitive process is to be through Phoenix Smith, Director of the Office of HIV Care, 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 person at the Bidders conferences or in writing, via e-mail (only) by 11:30 AM on October 9, 2018 to:

Phoenix Smith
Director, Office of HIV Care
E-mail: jennifer.smith@acgov.org
Alameda County Public Health Department
1000 Broadway, Ste 310
Oakland, CA 94607
PHONE: (510) 268-7630

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.

R. SUBMITTAL OF BIDS

1. All bids must be SEALED and must be received at the Office of HIV Care by 2:00 PM on November 1, 2018.

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 Office of HIV Prevention'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:

RFP No. RW0918PSSA

c/o Phoenix Smith, Director
Office of HIV Care
Alameda County Public Health Department
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 for each service category for which they are applying** (Exhibit A Bid Response Packet, including additional required documentation), with original ink signatures, **plus 5 copies** of each proposal. Original proposal is to be clearly marked "ORIGINAL" with the other 5 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). It is preferred that all proposals submitted shall be printed double-sided and on minimum 30% post-consumer recycled content paper. Inability to comply with the 30% post-consumer recycled content recommendation or the double-sided printing recommendation will have no impact on the evaluation and scoring of the proposal.
- 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. No email (electronic) or facsimile bids will be considered.
- 7. Only one bid response per service category 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.
- 8. 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.
- 9. 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.
- 10. 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.
- 11. 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.
- 12. 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.

- 13. 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).
- 14. 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.

S. 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 <u>must</u> provide responses to all information requested. See Exhibit A Bid Response Packet.
- 3. Bidders shall ensure that responses are:
 - a. No more than 40 printed pages in length, including all attachments
 - b. Single spaced, 13-point Arial font, with 1-inch margins
 - c. Printed on 8.5 x 11-inch paper
- 4. 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/proprietary.htm for more information regarding Proprietary and Confidential Information policies.

EXHIBIT A BID RESPONSE PACKET

RFP No. RW0918PSSA – Ryan White Part A Psychosocial Support Services and Substance Abuse Outpatient Care

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 ONE (1) ORIGINAL HARDCOPY BID PER SERVICE CATEGORY (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. RW0918PSSA

 Ryan White Part A Psychosocial Support Services and Substance Abuse Outpatient Care.
- 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]
 - 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

Submitting Proposal for: Psychosocial Su	upport Services Substance Abuse Outpatient Care
Official Name of Bidder:	
Street Address Line 1:	
Street Address Line 2:	
City:	State: Zip Code:
Webpage:	
Type of Entity / Organizational Structure (chec	ck 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:	FORNIA
Name / Title:	
Telephone Number:	Fax Number:
E-mail Address:	
SIGNATURE:	
Name and Title of Signer:	
Dated this day of	20

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.

Bidder shall complete the table below based upon the service category for which they are applying.

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.

PLEASE PROVIDE A SEPARATE PROPOSAL PACKET FOR EACH SERVICE CATEGORY.

SERVICE CATEGORY	NUMBER OF UNDUPLICATED (UDC) CLIENTS SERVED	TOTAL AMOUNT REQUESTED	COST PER UNDUPLICATED (UDC) CLIENT
Psychosocial Support Services		\$	\$
Substance Abuse Outpatient Care	\ * = =	*	

ALIFORNIA

REQUIRED DOCUMENTATION AND SUBMITTALS

All of the specific documentation listed below is required to be submitted with the Exhibit A – Bid

propo order	osals if	applyir below	order for a bid to be deemed complete. Bidders must submit two separate ng for both service categories. Bidders shall submit all documentation, in the and clearly label each section with the appropriate title (i.e. Table of Contents, al, Key Personnel, etc.).		
	1.	Table of Contents : Bid responses shall include a table of contents listing the individual sections of the proposal and their corresponding page numbers. Tabs should separate each of the individual sections.			
	2.	Letter of Transmittal : Bid responses shall include a brief synopsis of the highlights of the Proposal and overall benefits of the Proposal to the County. This synopsis should not exceed two (2) 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.		
		(b)	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. 		
		(c)	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 11 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 may be provided in table format and 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, fax numbers, and e-mail address; (d) Person's educational background; and (e) Person's relevant experience, certifications, and/or merits.
5.	Program Description and Service Delivery: (4-6 pages) Bid response should include a description of the proposed program. The description shall specify how the proposed program will meet the objectives and specific requirements. The response should include methods for reaching PLWH, assessing client need, providing referrals and coordinating with other areas of HIV care and other services. The description must explain any special resources, procedures or approaches that make the services of Bidder particularly advantageous to the County and identify any limitations or restrictions of Bidder in providing the services that the County should be aware of in evaluating the RFP. As part of the program description, Bidders should include a complete scope of work (Exhibit C).
6.	Cost: (2-5 pages) Bid response shall include a detailed description of the costs associated with providing the proposed services. The Bid response should include the costs to provide the proposed activities and staff resources to achieve the proposed outcomes. A complete propose budget summary and budget justification (Exhibits D and E) should be included within the response.
7.	Implementation Plan and Schedule: (1-2 pages) The bid response should include an implementation plan describing how the Bidder will 1) prepare to provide services beginning on March 1, 2019; 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: (3-5 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.



CURRENT REFERENCES

RFP No. RW0918PSSA – Ryan White Part A Psychosocial Support Services and Substance Abuse Outpatient Care

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:	7% N O			
Company Name:	Contact Person:			
Address:	Telephone Number:			
City, State, Zip:	E-mail Address:			
Services Provided / Date(s) of Service:				
CALIFORNIA				

FORMER REFERENCES

RFP No. RW0918PSSA – Ryan White Part A Psychosocial Support Services and Substance Abuse Outpatient Care

Bidder Name:				
Company Name:	Contact Person:			
Address:	Telephone Number:			
City, State, Zip:	E-mail Address:			
Services Provided / Date(s) of Service:				
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Company Name:	Contact Person:			
Address:	Telephone Number:			
City, State, Zip:	E-mail Address:			
Services Provided / Date(s) of Service:	7%.			
	7// 73 D			
Company Name:	Contact Person:			
Address:	Telephone Number:			
City, State, Zip:	E-mail Address:			
Services Provided / Date(s) of Service:				
CALIFORNIA				

EXCEPTIONS, CLARIFICATIONS, AMENDMENTS

RFP No. RW0918PSSA – Ryan White Part A Psychosocial Support Services and Substance Abuse Outpatient Care

disqualifica R	eference to	0:	Description
Page No.	Section	Item No.	A OF AZ
p. 23	D	1.c.	Vendor takes exception to
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		,	
			CALLERIA
			LIFORT

Bidder Name: _____

^{*}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 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
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	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.
- 2. 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.
- 3. **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.
- 4. 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.
- 5. **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.
- 6. **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.
- 7. **CANCELLATION OF INSURANCE:** All required insurance shall be endorsed 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 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)

EXHIBIT C

CONTRACTOR:		TARGET POPULATION			
MAIN PROGRAM GOAL:					
INDICATORS:					
OUTCOME OBJECTIVES	PROCESS OBJECTIVE	S TI	MELINE	STAFF	EVALUATION
(Minimum of 3 listed in order of importance)	(Minimum of 3 Process Objectives for each Outcome Cimportance)		ctives to be pleted by?	Who on will provide services?	How will objectives obtainment be tracked?
OUTCOME OBJECTIVE #1	PROCESS OBJECTIVE	#1 TI	MELINE	STAFF	EVALUATION
	1 2 3				
OUTCOME OBJECTIVE #2	PROCESS OBJECTIVE #2		MELINE	STAFF	EVALUATION
	1				
	3				
OUTCOME OBJECTIVE #3	PROCESS OBJECTIVE	#3 TI	MELINE	STAFF	EVALUATION
	1	OH			
	2				
	3				

EXHIBIT D

Office of HIV CARE - Budget Summary Sample Agency Name BUDGET - Program Category Name Fiscal Year Period March 01, 2019 - February 29, 2020

	Salary	Annual FT	E Direct Cost	Indirect Cost	Total
A. Personnel					
Executive Director	Mr. A	60,000	3%	1,800	1,800
Program Director	Mr. B	51,987	5% 2,599	2,599	5,198
Program Coordinator	Mr. C	41,593 75	5% 31,195		31,195
Community Health Outreach Worker	Mr. D	32,916 100	0% 32,916		32,916
Data Input Clerk/Admin. Asst.	Ms. E	27,300 50	0% 13,650		13,650
Bookkeeper	Ms. F	36,000 20	0%	7,200	7,200
		Subtotal	/://	1	
	* 1	Personnel	80,360	11,599	91,959
B. Fringe Benefits at 25%		Total Fringe	20,090	2,900	22,990
Di Tinigo Dononto di 2070		Total Personn		14,499	114,949
C. Travel			5,735	0	5,735
Local Transportation/Mileage	1 "	11.	625	, i	625
Air Fare/Per Diem		ALIF	5,110		5,110
D. Contractual/Sub-contracts			20,000	0	20,000
Agency ABC			15,000		15,000
Arts Consultants			5,000		5,000
E. Furniture & Fixture/Equipment			2,000	0	2,000
Computer			1,200		1,200
Video Camera			800		800

F.	Supplies Office Supplies Health Education Supplies	2,300 800 1,500	300 300	2,600 1,100 1,500
G.	Other Operating Expenses	11,379	3,338	14,717
	Rent/Lease	6,000	1,800	7,800
	Utilities/Maintenance/Janitorial	1,819	888	2,707
	Communications	800	200	1,000
	Postage	150	50	200
	Printing/Duplicating	600	100	700
	Equipment Lease	850	300	1,150
	Training/Registration Fees	1,160		1,160
Н.	Total Personnel & Operating Expenses	141,863	18,137	160,000
ı.	Total Budget	141,863	18,137	160,000

Note: No more than 10 percent (10%) of contracted funds can be expended for indirect cost (administrative cost).

Note: Names, budget lines and dollar amounts are for example purposes only and can be modified to reflect proposed program.

EXHIBIT E

INSTRUCTIONS AND EXAMPLES FOR CATEGORICAL BUDGET JUSTIFICATION

AGENCY NAME BUDGET

For the Period Covered March 01, 2019 - February 29, 2020

A. PERSONNEL

\$114,948

[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 (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

\$ 22,990

[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. <u>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 12 mos.)

Air Fare/Per Diem - \$5,110

This line item is primarily for travel outside of the local area to HRSA/OOA 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

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

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 AIDS.]

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 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. mos.

Health Education Materials - \$ 1,500

These expenses are includes 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

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 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.

Printing/Duplicating - \$700

These expenses are for large volume duplication through vendors for outreach, correspondence, information flyers, evaluation and assessment forms, etc.

Equipment Lease - \$ 1,150

These expenses are for lease and maintenance of our 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.

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H. TOTAL PERSONNEL & OPERATING EXPENSES

\$160,000

I. TOTAL BUDGET

\$160,000