**\*\*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. Cover Page [Must be signed by Bidder](#BidderAcceptance)

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. RW0919MAI

**for**

**Minority AIDS Initiative Substance Abuse and Non-Medical Case Management Services for Young Men of Color Who Have Sex with Men and Transgender Women of Color 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) 268-7630**  **E-mail Address: jennifer.smith@acgov.org** |

**RESPONSE DUE**

by

**2:00 p.m.**

on

**September 30, 2019**

at

**Alameda County Public Health Department Office of HIV Care**

**1000 Broadway**

**Suite 310**

**Oakland CA 94607**

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COUNTY OF ALAMEDA

REQUEST FOR PROPOSAL No. RW0919MAI

SPECIFICATIONS, TERMS & CONDITIONS

for

**Minority AIDS Initiative Substance Abuse and Non-Medical Case Management Services for Young Men of Color Who Have Sex with Men and Transgender Women of Color in Alameda County**

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EXHIBIT B – INSURANCE REQUIREMENTS

EXHIBIT C – SCOPE OF WORK TEMPLATE

EXHIBIT D – BUDGET SUMMARY SAMPLE and BUDGET JUSTIFICATION TEMPLATE

# STATEMENT OF WORK

## INTENT

It is the intent of these specifications, terms and conditions to describe the needs and Minority AIDS Initiative service specifications, as identified by the Oakland Transitional Grant Area Planning Council (OTGAPC), to provide services to two priority populations of HIV-infected persons in Alameda County: Young men of color who have sex with men (YMSM of color), ages 13 through 29 years, and African American and Latinx transgender women.

The County intends to award one one-year contract (s) (with option to renew) to the bidder(s) selected as the most responsible bidder(s) whose response conforms to the RFP and meets the County’s requirements.

## SCOPE

The purpose of the MAI funds awarded under this Request for Proposals (RFP) is to enhance available HIV-related health and support services for eligible YMSM of color and African American and Latinx transgender women living with HIV infection in Alameda County. The County is issuing the RFP in order to select the bidder best qualified to deliver tailored services to these priority populations. **Applicants must apply for both Substance Abuse and Non-Medical Case Management services.** One contractor will be funded to provide services in both Substance Abuse Outpatient Services and Non-Medical Case Management.

All bidders should familiarize themselves with the Ryan White Part A Program and Fiscal Monitoring Standards, as well as the Universal Monitoring Standards, as they will be used to guide the MAI contract process and inform program monitoring. The standards can be found on the following website: <http://hab.hrsa.gov/manageyourgrant/granteebasics.html>, under the heading **Ryan White HIV/AIDS Program Part A and B Monitoring Standards.**

## Federal grant funding for MAI is subject to annual approval

## BACKGROUND

In 1998, as the result of the HIV/AIDS state of emergency declared by African American community leaders and the Congressional Black Caucus, President Clinton announced, and Congress funded an initiative to address the state of emergency through increased funding and outreach. In 1999, the initiative provided funding specifically to stop the spread of HIV in African American communities. In 2000, the Minority AIDS Initiative (MAI) was created to address the disproportionate impact of HIV on minority populations including African Americans, Latinxs, Native Americans, and Asian & Pacific Islanders.

Alameda County receives MAI grant funds through the federal Ryan White HIV/AIDS Program established by the Public Health Service Act Title XXVI. This Act and accompanying regulations provide specific guidance on the use of Ryan White funds. The MAI and other Ryan White funds are distributed by Health Resources & Services Agency (HRSA) and are intended to support HIV care and treatment services to uninsured and underinsured persons living with HIV. Ryan White programs are designated by law to be the payor of last resort for persons seeking HIV care. The funding amount is determined by national budget priorities and the number of HIV cases reported locally. Alameda County administers Ryan White funds through the Office of HIV Care (OHC). The OHC provides leadership, resources, and guidance in coordinating and facilitating the delivery of HIV health and prevention services throughout Alameda County and works closely with the OTGAPC and community partners to achieve local HIV public health goals.

The OTGAPC is charged with determining how to allocate Ryan White Part A and MAI funds in Alameda County according to the needs illustrated by local epidemiological surveillance data and regular needs assessments. Using this information, the OTGAPC determines which Ryan White Service Categories should be funded and how to distribute the available funds amongst the Service Categories. For the MAI funds, the OTGAPC also determines the local priority population. The OHC then solicits competitive bids from potential Contractors to meet the needs identified by the OTGAPC.

In Alameda County from 2014-2016, there were 274 young people ages 13 to 29 years living with HIV. Among this group 82.9% were male. Among YMSM living with HIV in the County, 46.2% were African American, 25.5% were Latino, and 7.2% were Asian or Pacific Islander. Due to small numbers reported, data on transgender individuals living with HIV are not available. During the OTGAPC allocations process for, YMSM of color with HIV ages 13-29 years and African American and Latinx transgender women were identified as the priority population for the MAI funds.

BIDDER QUALIFICATIONS

* + 1. Bidder shall be regularly and continuously engaged in the business of providing medical, behavioral health, and/or social services to youth and young men living with HIV as well as transgender women of color for at least three (3) years.

-OR-

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 youth and young men as well as transgender women for at least three (3) years.

* + - 1. Bidder must be a certified not-for profit 501(c) (3) community-based organization, hospital, clinic, or other service provider
      2. Bidder shall possess all permits, licenses and professional credentials necessary to perform services as specified under this RFP.

## 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. Provide Required Services According to OTGAPC Allocations
   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>
   2. Current federal RWHAP guidelines and standards may be found here: <https://hab.hrsa.gov/program-grants-management/ryan-white-hivaids-program-recipient-resources>
   3. Current federal RWHAP policy notices may be found here:

<https://hab.hrsa.gov/program-grants-management/policy-notices-and-program-letters>

* 1. Services must be provided in Alameda County

1. Program Specific Requirements
   1. Must address barriers to health care
   2. Must indicate how the partners of YMSM of color and Black and Latinx-transgender women will be engaged
   3. Must have partnerships with other non-HIV organizations that have expertise in serving Black and Latinx-Trans women and YMSM of color and submit at least two Letters of Support
   4. Must indicate how the organization will address issues of stigma in accessing HIV care and services within your organization
   5. Must provide STD screening and treatment and/or referrals
   6. Must provide a safe and welcoming environment for YMSM of color and Black and Latinx-Trans women
   7. Must provide yearly cultural competency training to staff on YMSM of color and Black and Latinx-Trans women
   8. Must ensure clients are connected and retained in primary care
   9. Must have available extended service hours including evenings and/or weekends
   10. Must describe the type of information you will have available to assess and address client’s physical, mental, economic, and spiritual needs. Also describe how and who will provide health education, health literacy, PrEP information, risk reduction, and medication adherence.
2. Service Category Specific Requirements

Contractor must track and report on all performance requirements listed below in monthly/quarterly reports to the OHC Program Manager during the term of the contract. Indicators listed below are subject to change based on HRSA and/or community requirements.

* 1. Substance Abuse Services
     1. Service Definition: Substance Abuse Outpatient Services are medical or other treatment and/or counseling to address substance abuse problems (i.e., alcohol and/or legal and illegal drugs) in an outpatient setting. They may be provided by a physician or under the supervision of a physician, or by other qualified personnel.

Substance abuse services may involve a variety of mental, emotional, spiritual, and practical skills to deal with addictions and ongoing recovery, as well as clinical treatments and interventions that address the physical causes and symptoms of addiction

* + 1. Proposed program should include the following key activities:
       1. Screening/assessment
       2. Treatment plan development and implementation
       3. Support, referral and coordination of services
       4. Reassessment
       5. Discharge/Case closure
    2. Proposed program should meet the following objectives and performance requirements
       1. Clients with improved or stable viral load test results – Target 75%
       2. Clients receiving substance abuse service with 2 HIV medical visits per year – Target 75%
       3. Clients receiving substance use services who enter and complete an outpatient substance abuse treatment program – Target 50%
  1. Case Management, Non-medical
     1. Service Definition: Case Management services consist of a range of client-centered activities focused on improving health outcomes in support of the HIV care continuum. Medical case managers may also provide benefits counseling by assisting eligible clients in obtaining access to other public and private programs for which they may be eligible.
     2. Proposed program should include the following key activities:
        1. Initial Assessment
        2. Care Plan
        3. Coordinating care
        4. Monitoring
        5. Evaluation and Adjustment
        6. Needs Assessment
        7. Treatment Adherence Counseling
        8. Advocacy and Review
        9. Orientation
        10. Referrals
        11. Street Outreach
        12. Home Visits
        13. Utilization of technology for outreach and delivery of services
     3. Proposed program should meet the following objectives and performance requirements
        1. Clients receiving services are assessed and offered referrals and resources from at least one needed service – Target 80%
        2. Clients receiving services have a subsequent visit and documentation of outcomes from referrals offered – Target 80%

1. Client Eligibility Requirements
   1. Be a member of an ethnic or racial minority group with emphasis on YMSM of color and transwomen of color prioritizing African American and Latinx trans-women but also includes Asian-Pacific Islanders and Native Americans.
   2. Have confirmed HIV infection -or- be an affected family member and/or caregiver of an HIV infected person from the priority population, in limited situations; and
   3. Be either 1) A YMSM of color between 13 and 29 years of age, or 2) A transgender woman of color of any age; and
   4. Have an annual income below 300% of federal poverty level; and
   5. Have no other funding or insurance source (e.g. Medi-Cal, Medicare, private medical insurance) for the services received; and
   6. Be a resident of Alameda County.
2. Personnel Requirements
   1. Provide clients access to the highest quality of services by experienced, trained, and, when indicated, appropriately licensed staff;
   2. Provide staff supervision by individual(s) with appropriate clinical supervisory experience; and
   3. Ensure competent and reliable fiscal management; and
   4. Ensure accurate programmatic and administrative management.
3. Policy and Procedure Requirements
   1. Secure appropriate written informed consent from clients;
   2. Perform client eligibility screenings and maintain records documenting program eligibility according to HRSA and OHC requirements (Contractors contracted under this RFP shall assume the financial risk for providing services to individuals not eligible for services under this program);
   3. Perform client benefits screenings and ensure that the Ryan White MAI program is the payor of last resort for services (Contractors contracted under this RFP shall assume the financial risk for delivering services for which other sources of funding could reasonably have been obtained);
   4. Inform clients of their rights and responsibilities, including client confidentiality and grievance procedures, when offering services;
   5. Maintain a clinical record (electronic or hard copy) that documents eligibility and enrollment data as well as services provided, and that is signed by the staff providing those services;
   6. Enter client level data in the ARIES database as required by the AC Office of HIV CARE, State Office of AIDS and HRSA;
   7. Comply with applicable privacy and security laws including the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health Act (HITECH), the California Medical Information Act (CMIA), and alcohol and other substance use treatment confidentiality laws (42 C.F.R. Part 2);
   8. Deliver services in a secure location that allows for client privacy and confidentiality;
   9. Conduct street outreach and home visits;
   10. Provide client centered service delivery including outside of clinic spaces;
   11. Meet federal, state, and local requirements for safety, sanitation, access, public health and infection control;
   12. Have in place a Grievance Policy that describes in the appropriate language(s) how a client may file a grievance and the steps by which that grievance will be processed;
   13. Have in place a process for client referrals to outside agencies;
   14. Complete reports required by MAI and other required Ryan White services data as scheduled; and
   15. Comply with all mandated Ryan White and County contract monitoring and reporting requirements.
4. Client Access Requirements
   1. Have an established history of providing services to YMSM of color and transgender women of color;
   2. Have locations accessible to clients from the current MAI priority populations;
   3. Establish written policies and procedures for delivery of services to clients outside of the clinic/agency spaces and/or utilizing technology to serve clients;
   4. Implement service delivery system that includes delivery of services outside of the clinic/agency spaces and/or utilizing technology to serve clients;
   5. Establish written policies and procedures for creation of mobile care teams;
   6. Meet local, state, and federal accessibility requirements;
   7. Effectively assess client needs and encourage informed and active client participation and input on service delivery;
   8. Establish written policies and guidelines for language accessibility, using bilingual staff, and in-person or telephone interpreters when appropriate;
   9. Establish written policies and guidelines for the utilization of technology for client outreach and delivery of services when appropriate;
   10. Maintain appropriate referral relationships with key points of access amongst HIV service providers and the larger health care system;
   11. Enroll or refer to appropriate medical care and other services all persons with HIV who have not had a documented visit to an HIV provider in the previous six months; and
   12. Ensure that staff is trained and capable of delivering services in a culturally and linguistically competent manner.
5. Quality Assurance/Quality Management Requirements
   1. Implement a Quality Assurance/Quality Management program that details how client data will be used to improve services and guides scope of work;
   2. Input client level data into ARIES and/or other required data systems;
   3. Conduct and document an annual client satisfaction survey process;
   4. Participate in Programmatic site visits, Fiscal site visits, OHC chart reviews and clinical audits; and
   5. Encourage client participation in treatment planning to assist with the improvement of care.
6. Fiscal Requirements
   1. Invoice against Ryan White MAI funds only for eligible clients receiving services that are not covered by other payors or funding sources, such as Medi-Cal. Ryan White is the payor of last resort, by law, and MAI funds cannot be used to replace other local, state or federal funding 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 MAI 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
8. The funding under this RFP is $66,685.63[[1]](#footnote-1) for the initial one-year period beginning March 1, 2020- February 28, 2021, with possible annual renewals for a total three -year period. Contract renewals will be based on the Contractor’s ability to successfully meet its contractual obligations and overall performance. The OHC reserves the right to put services up for bid before the three-year renewal period is completed and/or to extend contracts beyond the one-year project period if necessary.
9. Funding allocations by service category as established by the OTGAPC are shown in the table below:

|  |  |  |
| --- | --- | --- |
| **Core Services** | | |
| * Substance Abuse Outpatient Services | | $38,607.47 |
|  | | |
| **Support Services** | | |
| * Case Management, Non-Medical | $28,078.16 | |
| **Total Grant Award** | **$ 66,685.63** | |

1. Restrictions
2. Cash payments to clients by Contractor are prohibited.
3. MAI Funds under this grant program shall be used only as a last resort for services not covered by other funding sources or programs, and cannot be used to replace local, state or federal funding for HIV health and support services

For a description of allowable and unallowable costs, refer to Policy Clarification Notice 16-02: <https://hab.hrsa.gov/sites/default/files/hab/program-grants-management/ServiceCategoryPCN_16-02Final.pdf>

## DELIVERABLES / REPORTS

* + 1. Submit monthly invoices and reports as detailed in contract;
    2. Enter required data in ARIES database;
    3. The Contractor must enter into ARIES all client level data required for the annual Ryan White Service Report (RSR), and upload its RSR in the designated reporting system (HRSA Electronic Handbook) for each calendar year in which services are delivered.
    4. Provide at least 2 program updates including Unduplicated Clients and Units of Service on MAI program to the OHC per year; and
    5. Demonstrate Quality Assurance and Quality Improvement and report on improvement in HIV-related outcomes of clients using indicators acceptable to OHC; for example: number of clients with suppressed HIV viral load, number of clients reporting regular engagement in medical care, number of clients reporting improvement in mental health or reduction in substance use.

# CALENDAR OF EVENTS

|  |  |  |
| --- | --- | --- |
| **EVENT** | **DATE/LOCATION** | |
| Request Issued | September 11, 2019 | |
| Written Questions Due | by 12:00 p.m. on **September 18, 2019** | |
| Networking/Bidders Conference | September 16, 2019  9:30am -11:30am | at: 1000 Broadway  Oakland CA 94607  Suite 310A and B |
| List of Attendees | September 17, 2019 | |
| Q&A Issued | September 19, 2019 | |
| Addendum Issued  (Only if necessary, to amend RFP) | September 19, 2019 | |
| Response Due | **September 30, 2019 by 2:00 p.m.** | |
| Evaluation Period | September 30 – October 4, 2019 | |
| Vendor Interviews | October 7, 2019 (as needed) | |
| Notice of Intent to Award | October 7, 2019 | |
| Board Letter Recommending Award Issued | October 08, 2019 | |
| Board Consideration Award Date | October 22, 2019 | |
| Contract Start Date | March 1, 2020 | |

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

## NETWORKING / BIDDERS CONFERENCES

* + 1. The bidders conference held on **September 16, 2019**. Networking/bidders conferences will be held to:
       1. Provide an opportunity 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.
       4. 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.
    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, on September 19, 2019.
    4. Potential bidders are not required to attend one of the 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/bidder’s conference is mandatory.

# 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 Office of HIV Care 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 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 identified within this RFP (see section R in Instructions to Bidders) 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 |
|  | **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 <https://www.sam.gov/SAM/pages/public/searchRecords/search.jsf> | Pass/Fail |
|  | **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:   1. Provide a brief overview of your agency and history of HIV service delivery. 2. Program Design - The proposed MAI program to provide HIV services to YMSM of color and transgender women of color will be compared with the requirements of this 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 MAI program. 4. Data Collection and Reporting – An assessment will be made of the proposed data collection and reporting system for the MAI 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.   1. Does the implementation plan depict a logical approach to fulfilling the requirement of the RFP? 2. Does the implementation plan match and contribute to achieve the objectives set out in the RFP? 3. Does the implantation plan interface with the County’s time schedule? | 10 Points |
|  | **Capacity and 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 that qualifies them to work within the program? 4. Does the agency and the personnel assigned to the project have the language ability and cultural competence to reach the priority population? 5. What experience do the key personnel have providing outreach and health education to the priority populations, including by traditional methods and with the use of technology (i.e. social media sites, texting)? | 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. Has proposer demonstrated a thorough understanding of the purpose and scope of the project? 2. Does the methodology depict a logical approach to fulfilling the requirements of the RFP? 3. How well has the proposer identified pertinent issues and potential problems related to the project? 4. Has the proposer demonstrated that it understands the deliverables the County expects it to provide? 5. Has the proposer demonstrated that it understands the County’s time schedule and can meet it? | 10 Points |
|  | **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? 3. How well does the proposed program address factors relating to health equity? | 5 Points |
|  | **Use of Technology and Telehealth**  Proposals will be evaluated on integration of telehealth i.e. text messaging, face time streaming, etc. into services for both populations, YMSM of color and Trans Women of Color.  1. Does proposal include agency policy and procedure updates to support the use of technology for outreach and client services?  2. Does the proposal clearly describe how telehealth policy and procedures will be implemented to support the use of technology for outreach and client services? | 10 Points |
|  | **Extended Service Hours Offered**  Proposals will be evaluated against the requirement to offer extended services hours during evenings and/or weekends. | 10 Points |
|  | **Oral Interview:**  (as needed)  The oral presentation, if applicable, the top three bidders shall not exceed sixty (60) 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 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, 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 OHC.
    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 twelve (12) months beginning March 1, 2020 through February 28, 2021, with options for subsequent annual renewal through 2022-23.
    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. In such event, the County will return any associated equipment to the Contractor in good working order, reasonable wear and tear excepted.
    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 and will be modified for any final agreement.

* + 1. The RFP specifications, terms, conditions, 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 PO number, invoice number, remit to address and itemized products and/or services description and price as quoted.
    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 purchase order.
    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, services offered and able to identify and resolve quickly any issues including but not limited invoicing problems.
    3. Contractor account manager shall be familiar with County requirements and Ryan White HIV AIDS Program standards and work with the OHC to ensure that established standards are adhered to.

# INSTRUCTIONS TO BIDDERS

## COUNTY CONTACTS

Office of HIV Care (OHC) 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 in writing, via e-mail by 12:00 p.m. on September 18, 2019 to:

J. Phoenix Smith, MSW, Director, Office of HIV Care

Alameda County, Office of HIV Care

E-Mail: jennifer.smith@acgov.org

PHONE: (510) 268-7646

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 SEALED and must be received at the Office of HIV Care, 1000 Broadway, Suite 310 in Oakland by **2:00 p.m**. **on September 30th**  as specified in the Calendar of Events.

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

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

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

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

# Minority AIDS Initiative Substance Abuse and Non-Medical Case Management Services for Young Men of Color Who Have Sex with Men and Transgender Women of Color in Alameda County

RFP No. RW0919MAI

J. Phoenix Smith, MSW

Director of Office of HIV Care

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.**

* + 1. Bidders are to submit one original hardcopy bid (Exhibit A – Bid Response Packet, including additional required documentation), with original ink signatures, plus five (5) copies of their proposal. Original proposal is to be clearly marked “ORIGINAL” with copies to be marked “COPY.” All submittals should be printed on plain white paper, and must be either loose leaf or in a 3-ring binder (**NOT** bound). It is preferred that all proposals submitted shall be printed double-sided.
    2. 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.
    3. No email (electronic) or facsimile bids will be considered.
    4. All costs required for the preparation and submission of a bid shall be borne by Bidder.
    5. 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.
    6. 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.
    7. 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.
    8. 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.
    9. 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.
    10. 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.
    11. 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).
    12. 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. Bidder must ensure that the response is in the following format 13-point Arial font, single spaced with 1-inch margins. Total response not to exceed 40 printed pages, including exhibits, attachments, and table of contents, printed on 8.5 x 11-inch paper.
    4. Each page should be sequentially numbered, including table of contents, attachments and exhibits.
    5. 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. RW0919MAI**

**Minority AIDS Initiative Substance Abuse and Non-Medical Case Management Services for Young Men of Color Who Have Sex with Men and Transgender Women of Color 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 ONE ORIGINAL HARDCOPY BID (EXHIBIT A – BID RESPONSE PACKET), INCLUDING ADDITIONAL REQUIRED DOCUMENTATION), WITH ORIGINAL INK SIGNATURES, PLUS five (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 JUSTIFICATIONS AND BUDGET NARRATIVES 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. RW0919MAI – Minority AIDS (MAI) Initiative HIV Care & Treatment Services for Young Men of Color Who Have Sex with Men and Transgender Women of Color 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>]

* [**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**

Submitting Proposal for Service Category:  **Substance Abuse and Non-Medical Case Management**

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.

|  |  |  |  |
| --- | --- | --- | --- |
| **Service Category** | **Estimated Number of Unduplicated Clients Served (UDC)** | **Total Amount Requested** | **Cost per Unduplicated Client** |
| Substance Abuse |  |  | **$** |
| Case Management, Non-Medical |  |  | **$** |
| One (1) year Total Budget |  |  | **$** |

#### 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 cover page (page 35, Exhibit A).

**(b)** **References:**

(1) Bidders must use the templates on pages 40-41 in Exhibit A – Bid Response Packet to provide references.

(2) Bidders are to provide a list of three (3) current and three (3) former 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.

**(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 42 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, fax numbers, 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 (4-6 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 shall identify spare or replacement parts that will be required in performing maintenance services, the anticipated location(s) of such spare parts, and how quickly such parts shall be available for repairs. Finally, 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 (2-5 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 proposed budget summary and budget justification (Exhibit D 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, 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 (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. RW0919MAI

Minority AIDS Initiative Substance Abuse and Non-Medical Case Management Services for Young Men of Color Who Have Sex with Men and Transgender Women of Color in Alameda

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: | |

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

#### 

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#### FORMER REFERENCES

RFP No. RW0919MAI

Minority AIDS Initiative Substance Abuse and Non-Medical Case Management Services for Young Men of Color Who Have Sex with Men and Transgender Women of Color in Alameda

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: | |

|  |  |
| --- | --- |
| Company 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. RW0919MAI

Minority AIDS (MAI) Initiative Substance Abuse and Non-Medical Case Management Services for Young Men of Color Who Have Sex with Men and Transgender Women of Color in Alameda

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**  EXAMPLE | **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 Auto  Bodily Injury and Property Damage |
| **C** | **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.  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. RW0919MAI –

Minority AIDS Initiative Substance Abuse and Non-Medical Case Management Services for Young Men of Color Who Have Sex with Men and Transgender Women of Color in Alameda

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **CONTRACTOR:** |  | | **PRIORITY POPULATION** | |  | | |
| **MAIN PROGRAM GOAL:** |  | | | | | | |
| **INDICATORS:** |  | | | | | | |
| **OUTCOME OBJECTIVES** | **PROCESS OBJECTIVES** | | | **TIMELINE** | | **STAFF** | **EVALUATION** |
| *(Minimum of 3 listed in order of importance)* | *(Minimum of 3 Process Objectives for each Outcome Objective. List in 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

**Example Budget Summary**

RFP No. RW0919MAI –

Minority AIDS Initiative Substance Abuse and Non-Medical Case Management Services for Young Men of Color Who Have Sex with Men and Transgender Women of Color in Alameda





### EXHIBIT D

**Instructions and Examples for Categorical Budget Justification**

RFP No. RW0919MAI –

Minority AIDS Initiative Substance Abuse and Non-Medical Case Management Services for Young Men of Color Who Have Sex with Men and Transgender Women of Color in Alameda

**AGENCY NAME**

**BUDGET**

Period of Budget

##### PERSONNEL $ 51,966

[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) $ 3,600

$36,000/year x 10% 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 $ 12,992**

[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 $15,000**

[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 - $10,000

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 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 $2,800**

[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 – $1,300

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 $108.30 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 $12,207**

[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 - $8,000

Our facility is lease at 150 square feet at $X.XX per square foot per FTE per month (150 x $X.XX x FTE x12). 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 $0.XXX per square feet per FTE per month (150 x FTE x $0.XXX x 12 mos.)

Communications - $1,100

These expenses include monthly phone, internet, facsimile costs as well as lease of phone equipment. ($XX.XX per mo. X FTE x 12 mos.).

Postage - $400

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

**H. Total Personnel and Operating Expenses $102,700**

**I. Total Budget $102,700**

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