

CUYAHOGA COUNTY BOARD OF HEALTH

REQUEST FOR PROPOSALS

RFP # 2020-05

ISSUED **July 13, 2020**

RFP TITLE: **HIV SOCIAL MEDIA CAMPAIGN**

Issuing Department: Administration
Cuyahoga County Board of Health
5550 Venture Drive
Parma, Ohio 44130
(216)201-2000

Sealed proposals will be received until: August 18, 2020 at 11:30 a.m.

All inquiries should be directed to: Judy V. Wirsching, CFO
Cuyahoga County Board of Health
5550 Venture Drive
Parma, Ohio 44130
(216) 201-2001 ext. 1103
(216) 676-1311 (fax)
jwirsching@ccbh.net

ALL RESPONSES SHALL BE MARKED AS

“SEALED BID”

“REQUEST FOR PROPOSALS”

HIV SOCIAL MEDIA

THE CUYAHOGA COUNTY BOARD OF HEALTH

PROPOSALS ARE TO BE MAILED OR HAND-DELIVERED DIRECTLY TO THE ISSUING DEPARTMENT SHOWN ABOVE. ANY PROPOSAL RECEIVED AFTER THE TIME AND DATE SPECIFIED ABOVE WILL BE RETURNED UNOPENED.

PUBLIC NOTICE

REQUEST FOR PROPOSALS FOR

PUBLIC NOTICE

REQUEST FOR PROPOSALS (RFP # 2020-05)

The Cuyahoga County Board of Health is now soliciting sealed proposals for the HIV Social Media Campaign from vendors. Completed proposals must be submitted to the Cuyahoga County Board of Health, 5550 Venture Drive, Parma, Ohio 44130 no later than 11:30 A.M. local time on August 18, 2020.

A virtual pre-proposal conference is scheduled for July 23, 2020 at 11:00 A.M.

(Global Meet: <https://cuyahogaboardofhealth.globalmeet.com/JudyWirsching>, call in #: 1-800-216-0770, Access Code: 427439. Attendance is strongly recommended but not mandatory.

This notice and proposal may be viewed at the following Board website: www.ccbh.net by clicking on the “Business” tab on the home page. Specifications will not be made available at the pre-proposal conference. Questions prior to the pre-proposal conference must be emailed to bidquestions@ccbh.net.

Judy V. Wirsching, CFO

Published in the Cleveland Plain Dealer on Monday, July 13, 2020.

I. PROPOSAL INFORMATION

A. Background Statement

HIV stands for human immunodeficiency virus. It weakens a person's immune system by destroying important cells that fight disease and infection. No effective cure exists for HIV. But with proper medical care, HIV can be controlled. Some groups of people in the United States are more likely to get HIV than others because of many factors, including their sex partners, their risk behaviors, and where they live. This proposal seeks to increase the number of persons who are HIV positive that know their status, as well as increase the number of persons who reduce their HIV risks via an intensive social media campaign.

B. Proposal Format

The Board discourages overly lengthy and costly proposals. In order for the Board to evaluate proposals fairly and completely, vendors should follow the format set forth herein and provide all of the information requested.

Proposals that do not adhere to these formatting requirements may be considered non-responsive. Proposals should be submitted in a sealed envelope with the name of the vendor and the relevant RFP name and number on the front.

Responses must be submitted with one (1) original and six (5) copies in addition to one (1) electronic document of the proposal with all required information. All proposals submitted will become the property of the Board and will not be returned.

Proposals must remain open and valid for one hundred and eighty (180) days from the opening date, unless the time for awarding the contract is extended by mutual consent of the Board and the vendor.

C. Need Statement

The Cuyahoga County Board of Health is accepting proposals for a six month period for the delivery of social media outreach to encourage testing and reengagement in HIV care in the Cleveland TGA.

The funds include both Ending the HIV Epidemic- A Plan for America funding as well as HIV Prevention funding and will run from FY2020 September 1, 2020 through February 28, 2021 with an option to extend to three additional full years based on available funding and program outcomes. **The contract is contingent upon funding from the Health Resources Services Administration (HRSA) as well as the Ohio Department of Health funding from Center for Disease Control (CDC). Funding for FY2020 does not guarantee funding for FY2021 (March 1, 2021 – February 28, 2022), FY2022 (March 1, 2022 – February 28, 2023) and FY2023 (March 1, 2023 – February 29, 2024).**

II. PROJECT SPECIFICATIONS

A. GEOGRAPHICAL AREA

HIV Social Media proposals will be accepted to cover the geographical area to include Cuyahoga, Lorain, Medina, Lake, Ashtabula and Geauga counties with an emphasis on Cuyahoga County and the City of Cleveland.

B. DEMOGRAPHICS & EPIDEMIOLOGY

According to the Centers for Disease Control and Prevention and the Ohio Department of Health as of 2018 there are 5,857 persons living with HIV/AIDS in the geographical area with 5057 living within Cuyahoga County. The table below illustrates the 2018 Persons Living with HIV/AIDS (PLWHA) incidence and prevalence rates compared to the general population.

2018 PLWHA Summary compared to general population			
County	2018 Incidences	2018 Prevalence	General Population
Cuyahoga	151	5057	1,243,857
Lorain and Medina	19	458	485,607
Lake, Ashtabula and Geauga	6	342	422,038

*Ohio Department of Health for Incidence and prevalence rates

*2018 U.S. Census data for the general population data

C. PRIORITY POPULATIONS

Local HIV epidemiology data highlights the following disproportionately affected priority populations for this funding award:

- Men who have sex with men (MSM)
- Men who have sex with men (MSM) of Color
- Youth ages 13-24

The following additional populations will also be of priority for this funding award:

- People with HIV/AIDS who are out of care
- Persons who have been newly diagnosed with HIV/AIDS
- Persons who are not virally suppressed
- Traditionally underserved populations including minorities, women, infants, children and youth

D. SCOPE OF SERVICES

1. GENERAL:

The Cuyahoga County Board of Health will accept proposals for an overall social media plan and campaign that encompasses both End the HIV Epidemic messaging as well as HIV prevention messaging. The Board of Health reserves the right to accept, re-negotiate or set costs prior to

contracting.

2. FUNDED PROJECT:

Below are the components for this proposal. Proposals will need to address ALL components in order to be considered for this RFP:

<u>Components</u>
1. Overall Social Media Plan
2. HIV Prevention Messaging
3. Educational Campaign on importance of Viral Load Suppression – Undetectable=Untransmittable
4. Stigma Reduction and Reengagement in Care Campaign

3. BASIS FOR SERVICE DELIVERY

Awards will be cost reimbursement based on service delivery.

E. PROJECT DESCRIPTIONS

Cuyahoga County Board of Health seeks to promote HIV messaging to targeted audiences. CCBH seeks a vendor to aid in developing a social media plan (component one) as well as disseminating the campaign (components two through four) through websites, social media, and radio. The prospective vendor shall provide CCBH with all necessary specifications related to creative at least one week prior to it being needed by the websites or social media.

The target population is gay and bi-sexual men, as well as transgender or gender non-conforming persons in these zip codes: 44120, 44105, 44128, 44109, 44111, 44107, 44108, 44106, 44104, 44120, 44118, 44112, and 44110. However, messaging that spills into counties throughout Northeast Ohio is acceptable. Furthermore, the messaging should focus on gay and bi-sexual men between 18 and 39 years of age. More messaging should be targeted at African American gay and bi-sexual men, especially young men. CCBH reserves the right to identify other targeted audience based on developing needs identified in the community.

To disseminate the message, CCBH seeks to promote HIV messaging through websites that cater to men who have sex with men. The specific websites are dating websites, such as Facebook, BGC (Black Gay Chat), Grinder, Growler, Jack'D, Manhunt and Scruff. Advertising on MSM dating websites is the highest priority. Advertisements shall include banner ads, direct marketing and other creative assets. High priority social media outlets include Facebook. Additionally, CCBH seeks to utilize a digital platform with geocoding towards bars and clubs frequented by gay and bisexual men as well as transgender or gender non-conforming persons in these zip codes: 44120, 44105, 44128, 44109, 44111, 44107, 44108, 44106, 44104, 44120, 44118, 44112, and 44110.

Additionally, CCBH seeks to have posts disseminated by local personalities with high number of followers within the targeted demographics.

Prospective Vendors also shall submit a final report within 4 weeks of the last educational spots being

aired or printed.

A series of meetings, similar to a focus group, is required to consider input from persons living or working with the targeted communities.

F. PROGRAM MONITORING

Vendor selected for funding will be required to maintain and submit adequate information necessary to monitor program accountability and progress in accordance with the terms and conditions of the agreement. Awarded vendor noncompliant with City, State, or Federal policies, regulations and mandates are solely responsible for all financial reimbursements, penalties, and findings. In such instances, the funded vendor shall repay the Cuyahoga County Board of Health for all such costs.

G. MINIMUM QUALIFICATIONS TO APPLY

1. Not be debarred or suspended from working on federally assisted projects or projects in Ohio or with Cuyahoga County;
2. Have the past proven experience developing health focus social media plans and campaigns preferably HIV related; and
3. Comply with the audit requirements of OMB Uniform Guidance.

SECTION I – Project Summary (5 points)

Complete Section I-Project Summary

A. Cover Page

This must include the following:

- RFP title,
- RFP number
- Complete vendor name
- Agency EIN
- Agency accounting basis
- Projects requesting funding consideration, with a projection of how many individuals will be reached with each component
- Pricing total

B. Cover Letter

Proposal Cover Letters should include a brief overview of the projects being proposed, the proposed methods to complete the project, and the total funding request. Cover letters must include the telephone number of the person the Board should contact regarding the proposal.

Proposals must confirm that the vendor will comply with all the provisions of this RFP. Any exceptions to the Board contract general terms and conditions should be discussed here.

The vendor must provide a brief description of the organization including history; number of years your organization has been in business; type of services you provide; legal status of vendor organization, i.e. corporation, partnership, sole proprietor; Federal Tax ID and DUNS number.

The vendor must submit a copy of its most recent audited or compiled financial statements, with the name, address and telephone number of a contact in the company's principal financing or banking organization. The financial statements must have been completed by a Certified Public Accountant.

The vendor representative authorized to make contractual obligations must sign the cover letter.

C. Table of Contents

Provide sufficient detail so reviewers can locate all the important elements of your document readily. Identify each section of your response as outlined in the proposal package.

Section II Organizational Experience and Capacity- 15 points

A. Organizational Experience and Capacity

The organizational experience and capacity section should not exceed three pages. Describe the nature, purpose, and qualifications of applicant agency by responding to questions 1-3 below

1. *Organizational Background:* Summarize the applicant agency's organizational background. If services will also be provided by a partner organization(s), include a summary of their organizational background(s).
2. *Experience Serving Priority Population:* Describe the applicant's and/or partner agency's (if applicable) past or current experience serving the priority populations. If the applicant and/or partner agency has no experience with the priority population, explain how the applicant and/or partner agency will obtain the cultural competence to serve this community.
3. *Staffing Structure for Proposed Project:* Describe how the applicant agency will staff the positions designed to meet the service needs of the priority population. Provide qualifications and responsibilities for all positions to be working on the project. List the number of FTEs, job classifications, and credentialed providers who will be assigned to this grant and indicate if they will be new hires or existing staff.

Section III Description of Services- 65 points

A. Description of Services

Using a maximum of 10 pages, provide a detailed description of services proposed. These services should include the development and implementation of the four components to include:

1. Development of a HIV social media plan
2. HIV Prevention Messaging
3. Educational campaign focusing on importance of viral load suppression -
Undetectable=Untransmittable (U=U)
4. Stigma Reduction Campaign including Reengagement in Care

A detailed description of a how the potential vendor plans to complete each of the four components should be described in this section. The description should include how the vendor plans to reach identified priority populations, and carry out the messaging required.

Describe how the applicant will assure messaging on dating websites via road blocks, banner ads etc. Example websites include BGC (Black Gay Chat), Grinder, Growler, Jack'D, Manhunt and Scruff.

Describe how the applicant agency will assure Messaging on Facebook via advertisements within the newsfeed. The priority population is gay and bi-sexual men in these zip codes: 44120, 44105, 44128, 44109, 44111, 44107, 44108, 44106, 44104, 44120, 44118, 44112, and 44110.

Furthermore, the messaging should focus on gay and bi-sexual men between 18 and 39 years of age. More messaging should be targeted at African American gay and bi-sexual men, especially young men.

Describe how the applicant agency will determine geo-fencing sites to reach the priority populations.

Describe how the applicant agency will disseminate the messaging via radio and radio related events.

Section IV- Quality Assurance- 10 points

A. Quality Assurance

The quality assurance section should not exceed two pages and should respond to the following points:

Data Collection and Confidential Information: Describe the process that will be used to ensure that all required information is collected within the required timeframe and submitted to CCBH.

Rules, Regulations, and Policies: Explain how the applicant will ensure that all services reimbursed through this contract shall be consistent with federal, state and local rules, regulations, and policies.

Section V- Pricing - 5 points

A. Pricing

A one year categorical budget rounded to the nearest dollar with a budget and budget narrative must be submitted. The potential vendor should include a cost per each of the four components identified in the RFP. The potential vendor should include costs associated with each component including ad development or use of allowable available material(s), media buying and outcome summary of the campaigns. Pricing should be easily determined such as displayed a line item budget as well described in more detailed in narrative format.

Budgets should **NOT** include costs for any item or service to the extent that payment has been made or could reasonably be expected to be made by another third-party benefits program or by an entity that provides services on a prepaid basis. Additionally, funds cannot be used to purchase or improve land, purchase or construct buildings, needles, and/or other non-allowable items as defined by Health Resources Services Administration (HRSA), Center for Disease Control (CDC), Ohio Department of Health (ODH) or Cuyahoga County Board of Health (CCBH).

SECTION VI - REQUIRED ATTACHMENTS

The vendor must complete and submit all required forms outlined in Appendix 1 except for Attachment E.

Wet signatures and notarization are only required on original proposal documents.

SECTION VII - ADMINISTRATIVE INFORMATION

A. RFP Contact

All vendor communications concerning the RFP must be directed to the contact person listed below. Any oral communication will be considered unofficial and non-binding on the agency. Vendors should only rely on written statements issued by the Board.

Name	Judy Wirsching, CFO
Department	Administration
Address	5550 Venture Drive, Parma, OH 44130
Phone	216.201.2001 x 1103
Fax	216.676.1311
Email	JWirsching@ccbh.net

B. Location of work

Work to be performed, completed and managed at vendor's place of business and/or service area.

C. Pre-proposal conference

The pre-proposal conference for all participating vendors scheduled as indicated below.

Date: July 23, 2020

Time: 11:00 A.M.

Location: (Global Meet: <https://cuyahogaboardofhealth.globalmeet.com/JudyWirsching>
call in #: 1-800-216-0770, Access Code: 427439.
Attendance is strongly recommended but not mandatory.

The purpose of the conference is to discuss the work to be performed with prospective vendors and allow them the opportunity to ask questions concerning the RFP. **It is encouraged that interested vendors participate.** Questions prior to the pre-proposal conference must be emailed to bidquestions@ccbh.net. No questions will be accepted or answered after the pre-proposal conference. Questions and answers will be posted and may be viewed on the Board's website: www.ccbh.net under the "Events" tab found on the Home page.

Vendors with a disability needing accommodation should contact Judy V. Wirsching at (216) 201-2001 ext. 1103 prior to the date set for the pre-proposal conference so that reasonable accommodations can be made.

D. RFP Addenda

The Board reserves the right to issue addenda to the RFP at any time. The Board also reserves the right to cancel or reissue the RFP. If an addendum is issued less than seventy-two hours prior to the proposal due date, the closing date will be modified accordingly.

E. Proposal Response Date and Location

The vendor's proposal, in its entirety, must be received at the location, by the date and time specified on the cover page of this RFP. Proposals arriving after the deadline will be returned, unopened, to the vendor. The official closing time will be determined by the time clock located in Board Administrative offices. All proposals and accompanying documents will become the property of the Board and will not be returned. Proposals should be submitted in a sealed envelope with the name of the vendor and the relevant RFP name and number on the front.

Vendors assume the risk of the method of dispatch chosen. The Board assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for actual proposal receipt. Late proposals will not be accepted nor will additional time be granted to any vendor. Proposals may not be delivered by facsimile transmission or other telecommunication or electronic means.

Hand-delivered proposals may be delivered **ONLY** between the hours of 8:30 a.m. and 4:30 p.m., Monday through Friday, excluding holidays observed by the Board.

F. Proposal Opening

Proposals will be publicly opened at the Administration Office, Cuyahoga County Board of Health, 5550 Venture Dr., Parma, OH 44130. At this time, all proposals will be opened, the vendor name read from the proposal cover page along with the dollar amount, and logged. The submittal of a proposal will be considered by the Board as constituting an offer to perform the required services at the stated costs.

G. Required Review

Vendors should carefully review this RFP for defects and questionable or objectionable material. Comments concerning defects and objectionable material should be made in writing and received by the RFP contact at least ten days before proposal opening. This will allow for issuance of any necessary addenda. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the RFP contact before the time set for opening.

H. Multiple Proposals

The submission of multiple proposals for the same service will be considered noncompliant and those proposals will be disqualified. We are relying on the vendor as expert, to identify in its proposal the approach which the vendor believes will be the most effective to produce the required services on time and within budget.

I. Proposal Rejection

The Board reserves the right to reject any or all proposals at any time without penalty. Vendors may withdraw a proposal that has been submitted at any time up to the proposal closing date and time, by submitting a written request to the RFP contact.

J. Response Property of the Board

All materials submitted in response to this request become the property of the Board. Selection or rejection of a response does not affect this right.

K. No Obligation to Buy

The Board reserves the right to refrain from contracting with any vendor. The release of this RFP does not compel the Board to purchase. The Board is not bound to accept the lowest priced proposal or any of the proposals submitted.

L. Cost of Preparing Proposals

The Board is not liable for any costs incurred by vendors in the preparation and presentation of proposals submitted in response to this RFP.

M. Acceptance of Terms

All the terms and conditions of this RFP are deemed to be accepted by the vendor and incorporated in its proposal except those conditions and provisions that are expressly excluded by the vendor in the proposal.

N. Disclosure of Proposal Contents

All documents submitted to the Board as part of the proposal become public information after the contract is awarded, and available for review and inspection by anyone requesting to do so. The Board does not encourage the submission of confidential/proprietary information in response to this proposal. However, written requests for confidentiality can be submitted to the RFP contact. Neither a proposal in its entirety, nor proposal price information will be considered confidential or proprietary. Under Ohio Revised Code Section 149.43, the BOARD will make a determination of application for disclosure on an ad hoc basis.

O. Equal Opportunity

Prospective vendors must comply with the applicable contract compliance procedures for equal employment opportunity as stipulated by the Board. It is the policy of the Board, to assure equal employment opportunity. Discrimination against any person in the recruitment, training, examination, appointment, promotion, retention, discipline or any other aspect of personnel administration because of race, religion, national origin, sex, ancestry, age, disability, sexual orientation, or veteran status is prohibited.

Words of the masculine gender used in proposals shall be deemed and construed to include correlative words of the feminine gender.

P. Evaluation Process

All proposals will be reviewed to determine if they are responsive. They will then be evaluated by an evaluation team. The team will evaluate and numerically score each proposal in accordance with the following evaluation criteria:

- Project Summary (5 points)
- Organizational Experience and Capacity (15 points)
- Description of Services (65 points)
- Quality Assurance (10 points)
- Budget and Narrative (5 points)

The evaluation process is designed to award the contract to the vendor with the best combination of attributes based upon the evaluation criteria, not necessarily to the vendor with the lowest cost.

The evaluation team will rank proposals, and negotiations may be undertaken with the top ranked vendor/vendors. The Cuyahoga County Board of Health reserves the right to recommend qualified funding proposals out of rank in order to ensure adequate geographic distribution. If an insufficient number of qualified proposals are submitted in any particular service category, the Board reserves the right to directly solicit and select appropriate community-based providers to fill the gaps.

Q. Contract Negotiations

The option of whether or not to initiate contract negotiations rests solely with the Board. If the Board elects to initiate contract negotiations, these negotiations cannot involve changes in the Board's requirements or the vendor's proposal which would, by their nature, affect the basis of the source selection and the competition previously conducted. The terms of the proposed contract will be negotiated based upon the merit of the application, availability of funding, and conditions of award.

Failure of a selected applicant to satisfactorily negotiate a contract within a reasonable time may result in the applicant forfeiting its award.

The vendor is responsible for their travel and per diem expenses during contract negotiations.

R. Failure to Negotiate

If any contract cannot be negotiated within fifteen (15) days of notification to the designated vendor, the Board may terminate negotiations with the vendor and negotiate a contract with the next highest ranked vendor.

S. Recommendation of Award

Once the Board evaluation team has made its selection, a Notice of Recommendation of Award letter will be issued to the recommended vendor(s), advising of the expected award date.

T. Notice of Intent to Award

Prior to approval of the award by the Board, the Administration will issue a written Notice of Intent to Award and send copies to all unsuccessful vendors. The scores and placement of vendors will not be part of the notice. A tabulation of all vendors' names and addresses submitting proposals will be available upon request from the RFP contact person.

U. Debriefing

Vendors who submitted an unsuccessful proposal may request a meeting for debriefing and discussion of their proposals after receiving a Notice of Intent to Award letter. The request must be in writing addressed to the RFP contact. The debriefing is not to be seen as an opportunity to challenge the decision, nor will it include any comparisons of the vendor's unsuccessful proposal with any other vendor's proposals. The Board will attempt to respond to questions and concerns in this debriefing.

V. Protests

A vendor may protest the recommendation of award of a contract by filing in writing to the RFP contact person, as outlined in the Notice of Intent to Award letter. The protest letter shall include the following information:

1. Name, address and telephone number of the protester;
2. The signature of the protester;
3. Identification of the contract at issue;
4. A detailed statement of the legal and factual grounds of the protest;
5. The form of relief requested.

W. Contracting Requirements

The successful vendor shall, upon notification of award, be required to enter into a contract with the Board and must comply with the contract terms and conditions defined herein. If the vendor is unwilling to agree to a proposed clause or term, then your cover letter must reference an appendix which identifies these clauses in dispute and should:

- a. Suggest a specific alternative term, clause or approach;
- b. Provide an explanation of your reasons.

X. Contract Processing

The Board's Administrative Counsel shall prepare the contract required by this RFP specification. This contract shall be fully responsive to the requirements defined in these RFP specifications.

Y. Proposal as Part of the Contract

Part or the entire successful proposal may be incorporated into the contract.

Z. Commencement of Contract Performance

In order to protect the interests of the Board, a contract must be approved by the Board at a regularly scheduled Board meeting after which it must be executed by the Health Commissioner and approved by Administrative Counsel before the goods or services as set forth in this RFP specification can be provided.

SECTION VIII - CONTRACT INFORMATION

A. Terms and Conditions

The following terms and conditions shall apply to the contract between the contractor and the Board:

1. The contract shall be subject to interpretation under the laws of the State of Ohio, and subject to the review of the Board's Administrative Counsel as to legal form and correctness.
2. The successful contractor shall agree to indemnify and save the Board harmless from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by a party or parties or from any act of the contractor, his servants or agents.
3. The Board shall not assume responsibility for the payment of any personal property taxes for any materials not owned by the Board, nor shall the Board pay any insurance premiums for any coverage of any property not owned by the Board. No conditions shall alter this statement.

4. The Board is a tax-exempt No. 29 political subdivision of the State of Ohio (Federal Tax ID No. 34-6000817). Necessary tax exemption blanks will be furnished to the contractor when the contract is signed.

5. Acceptance of performance is a condition of the contract. It shall be understood and agreed that an agent for the Board shall determine finally the satisfactory quality of the services and/or materials furnished under the contract. Failure to meet performance requirements is a reason for termination of the contract, and the contractor shall be liable to the Board for any excess cost and/or expenses incurred by the Board thereafter.

6. In the event that the contract is terminated by the Board, advance written notice shall be given to the contractor as provided in contract. The contractor shall provide all services and/or materials required by the contract and the specifications to the date of termination. Under no circumstances shall the Board be responsible for any type of penalty payment upon the cancellation of the contract. The contractor, however, shall be paid for all services and/or materials provided to the date of termination.

7. Anti-discrimination: The contractor agrees that in the employment of labor, skilled or unskilled, under this contract, there shall be no discrimination exercised against any person because of race, religion, national origin, sex, ancestry, age, disability, sexual orientation, or veteran status, and that violation thereof shall be deemed a material breach of said contract.

8. Social Security Act: The contractor shall be and remain an independent contractor with respect to all services performed hereunder and agrees to and does hereby accept full and exclusive liability for payment of any and all contributions or taxes for social security, unemployment insurance, or old age retirement benefits, pensions, or annuities now or hereafter imposed under any Local, State or Federal Law which are measured by the wages, salaries, or other remuneration paid to persons employed by the contractor for work performed under the terms of this contract and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated under said respective laws by and duly authorized State or Federal officials; and said contractor also agrees to indemnify and save harmless the Board from such contributions or taxes or liability.

9. Labor and Material: The contractor shall well, truly and promptly pay or satisfy the just and equitable claims of all persons who have performed labor or furnished materials or equipment for said contractor in the execution of this contract, and all bills, costs or claims of whatever kind which might in law or equity become a lien upon said work.

10. Assignment: The contractor shall not assign, transfer, convey or otherwise dispose of this contract, or his right to execute it, or his right, title or interest in or to it or any part thereof, or assign, by power of attorney or otherwise, any of the monies due or to become due under this contract without approval of the Board.

11. Ownership of Contract Products: All products produced in response to the contract will be the sole property of the Board.

12. If applicable, the successful Respondent will comply with the provisions of the Ohio Revised Code (4115.03 through 4115.16) requiring the payment of prevailing wage. Information on

prevailing wage may be obtained from the Prevailing Wage Coordinator of Cuyahoga County, 1642 Lakeside Ave., Cleveland, Ohio 44113, (216) 443-5530. Not listed in contract terms must update new address

13. Respondent's Warranty against an Unresolved Finding for Recovery: Ohio Revised Code Section 9.24 prohibits the award of a contract to any Respondent against whom the Auditor of State has issued a finding for recovery, if the finding for recovery is "unresolved" at the time of the award. By submitting a bid, the bidder warrants that it is not now, and will not become subject to an "unresolved" finding for recovery under Ohio Revised Code Section 9.24, prior to the award of any contract arising out of this RFP, without notifying the Board of such finding.

14. Suspension and Debarments: The Board will not award contracts for services funded in whole or part with Federal funds, to an entity who has been suspended or debarred from doing business or who appears on the Federal Excluded Parties Listing System at www.sam.gov/.

15. Criminal Background Checks (If applicable): Prior to entering into a contract with the Board the successful Respondent shall conduct background checks on all applicants for employment in direct service positions in accordance with applicable requirements so as to not knowingly employ staff who have been convicted or plead guilty to any of the crimes specified in ORC 3319.39(B) or other section of the ORC applicable to the Agency. Failure to conduct such background checks may result in termination of this contract.

16. Disbursement of Funds: The Board shall make payments to the contractor on a reimbursement basis based on actual, reasonable and necessary costs in the contractor's Board-approved budget. The contractor shall submit invoices supported by such documentation as requested by the Board. The contractor may be required to provide the Board with copies of time sheets, receipts or contracts as validation of expenditures when submitting requests for payment.

17. Confidential Information: During the term of this contract, confidential information shall be held by the contractor in the strictest confidence and shall not, without the prior written consent of the Board, be disclosed to any person other than in connection with contractor's assigned projects and activities hereunder. All of the documents and information transmitted and communicated to the contractor shall be considered as sensitive material and shall be held in the strictest confidence by the contractor. Upon termination of contractor's engagement or at any time at the request of Board, or its designees, the contractor shall promptly return or destroy all confidential information in the possession or under the control of contractor and shall not retain any copies or other reproductions or extracts thereof. Nothing contained herein shall be construed as granting or conferring any rights by license or otherwise in any confidential information.

18. Books and Records: Funded agencies will be expected to keep records of their activities related to the RW Act funded projects and services to permit the Board, the federal funding source, or their agents access to those records, including fiscal, medical and client records, where appropriate and with respect for client rights to privacy and confidentiality.

19. Payment: Payment for contracted services will be made on a line-item reimbursement and performance basis based on monthly invoices and compliance with reporting requirements. This is a cost reimbursement grant.

20. Projections and Revisions: Funded agencies will be held accountable for meeting their programmatic projections or, when fitting, for revising projections with the Board. Failure to make progress as projected or to revise projections in conjunction with the Board staff will jeopardize the funded agency's current and/or future funding. Corrective action may include contract amendment or termination of contract.

21. Amendments: Contracts may need to be amended from time to time throughout the funding cycle based on program performance, and other contracted requirements.

22. Service Funding: All funding must be used exclusively for the allowable costs. In addition, agencies are prohibited from receiving or using any additional funding for any costs directly associated with the same services funded by any Part A contract.

23. Change in Services: If awarded a contract, providers will be reimbursed for defined services delivered to eligible consumers as outlined in the service contract. Any change of staffing, service location, or service protocols is not permitted without the written consent of the Board. Any such change in service delivery is not eligible for reimbursement and may result in termination of the service contract.

24. Reporting: The selected vendor is required to submit data reports to the Part A program office. This report may include program, quality, and fiscal data. The format in which these reports will be submitted will be determined by the Part A program office. Data entry, completion and submission of these reports must be in compliance with the guidance of the Part A program office.

25. Applicants should deliver services in a manner that is culturally and linguistically competent, which includes addressing the limited English proficiency (LEP) and health literacy needs of clients. For additional information on HHS guidelines on cultural competency, see the Office of Minority Health National Standards on Culturally and Linguistically Appropriate Services (CLAS) at <http://minorityhealth.hhs.gov/templates/browse.aspx?lvl=2&lvlID=15>.

26. Submit audits, if required, in accordance with 45 CFR Part 75 to: Federal Audit Clearinghouse Bureau of the Census 1201 East 10th Street Jefferson, IN 47132.

27. This award is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104). For the full text of the award term, go to <http://www.hrsa.gov/grants/trafficking.htm>. If you are unable to access this link, please contact the Grants Management Specialist identified in this Notice of Award to obtain a copy of the Term.

28. Consolidated Appropriations Act, 2016, Division H, § 202, (P.L.114-113) enacted December 18, 2015, limits the salary amount that may be awarded and charged to HRSA grants and cooperative agreements to the Federal Executive Pay Scale Level II rate.

B. Required Contract Documents

In addition to the contract agreement furnished by the Board, the successful contractor shall provide the following documents within fourteen (14) calendar days of the RFP award date. Failure to provide these documents within this time frame may result in a rescission of the award.

1. Signature Authorization

2. Worker's Compensation Certificate (if required)
3. Certificates of Insurance (if required)
4. Letter of Indemnification in Lieu of Worker's Compensation Certificate and/or Certificate of Insurance
5. IRS Form W-9: Request for Taxpayer ID and Certification
6. Certification of Personal Property Tax
7. Suspension and Debarment
8. Warranty against Unresolved Finding for Recovery

These documents are described in the following paragraphs.

C. Signature Authorization

The contractor shall provide one of the following signature authorizations:

- a. For a corporation, including but not limited to non-profit organizations, a notarized certificate of power of attorney authorizing the individual's signature to bind the entity or a notarized certificate of corporate resolution authorizing the signature of the document.
- b. For the sole owner, a notarized statement indicating that the individual is the sole owner and is authorized to sign for and bind the company.
- c. For a partnership, a certificate of partnership agreement showing the names and address of all partners and authorizing the signatures to bind the partnership.

D. Worker's Compensation Certificate

A Worker's Compensation Certificate is required from corporations and partnerships with employees. Sole proprietors and individual contractors are not required to submit this document.

The contractor shall provide a Certificate of Premium Payment for Ohio State Worker's Compensation Insurance, or equivalent Worker's Compensation Insurance or letter of indemnification in lieu thereof. This document shall be current for the entire period of the contract.

E. Certificate of Insurance

The contractor shall have in effect during the term of the contractual agreement, comprehensive auto and general liability insurance wherein the Board and its employees are named as co-insured or additional insured.

This insurance shall protect the contractor, the Board and its employees, and any

subcontractor performing work covered by the contract against claims for damage for personal injury including accidental death, as well as for property damages which may arise from operations under the contract whether such operations be by contractor or by any subcontractor or by anyone directly or indirectly employed by either of them.

An exact copy of such insurance policy or policies shall be made available to the Board for review upon request. A Certificate of Insurance with the following minimum levels of such insurance shall be submitted as follows:

- a. General Liability: \$1,000,000 per person, \$2,000,000 per accident.
- b. Professional Liability: \$1,000,000 per accident, \$2,000,000 per aggregate.
- c. Comprehensive Automobile Liability: \$250,000 per person, \$500,000 per accident.

Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance

The Contractor shall either (1) require each of his subcontractors to procure and to maintain during the life of the subcontract, Subcontractor's Public Liability, Property Damage and Vehicle Liability Insurance of type and in the amounts specified above, or (2) the Contractor shall insure the activities of the subcontractor in his own policy as specified above.

The policy or policies shall contain the following, special provisions:

"The contractor agrees that ten (10) days prior to cancellation or reduction of the insurance afforded by this policy with respect to the contract involved, written notice shall be mailed to the Chief Fiscal Officer of the Board."

Any and all expense incident to the furnishing of all insurance required of the contractor, as well as the legally required performance bond (if applicable), shall be borne by the contractor and shall be included in his unit price bid in the contract.

F. Letter of Indemnification in Lieu of Worker's Compensation Certificate and/or Certificate of Insurance (if either document is required above)

If the contractor cannot provide a worker's compensation certificate and/or certificate of insurance as requested, the contractor must, at the time of submission of the RFP, substitute a letter of indemnification for a worker's compensation certificate and/or certificate of insurance.

Only in those circumstances where the contractor verifies being self-insured by means of documentation will the Board consider the substitution of a letter of indemnification for a worker's compensation certificate and/or certificate of insurance. Such documentation, together with the letter of indemnification, must be submitted with the RFP proposal. Such a request will not be considered after the contract has been awarded.

G. Performance bond

If applicable, a Performance Bond or certified check, made payable to the Board, in a sum equal to 100% of the total contractual award shall be provided by the contractor should the total amount of the contractual award be in excess of \$25,000.

Such bond or check shall be conditional on the faithful performance of the work in accordance with the specifications, and shall remain in the possession of the Board for the term of the contract and material warranties, whichever is concluded last. Such bond or check shall also indemnify the Board, Ohio, against such damages as may be suffered by failure to perform such contract according to the provisions thereof and in accordance with the specifications. If a bond is submitted, it shall be executed by a surety company authorized to do business in the State of Ohio. The bond shall be notarized with the corporate seal and the bonding company seal. Accompanying the bond shall be:

- a. A certified power of attorney for the agent to sign the bond.
- b. A certificate of compliance for the bonding company for the State of Ohio, Department of Insurance.

If the contractor fails to satisfactorily perform the contract, the bonding company which provided the performance bond will be required to obtain timely performance of the contract.

H. Liquidated Damages

If applicable, liquidated damages shall be assessed in the amount of \$800.00 per calendar day for each and every day that the Contractor fails to meet the agreed upon deadline requirements for deliverables under the negotiated contract.

I. Letter of Credit in Lieu of Performance Bond/Certified Check

If a performance bond is required, the following will be in effect:

If the contractor cannot provide a performance bond or a certified check in the amount requested, the contractor must, at the time of entering into a contract, substitute a letter of credit for a performance bond or certified check.

Only in those circumstances where the contractor verifies by documentation from insurance and/or bonding companies that a performance bond is not available because of the new, unusual or unique nature of the product or the service being purchased will the County consider the substitution of a letter of credit for the performance bond or certified check requirement. Such documentation, together with the letter of credit in the amount requested for the performance bond, must be submitted during the writing of the contract with the successful contractor.

J. IRS Form W-9: Request for Taxpayer Identification Number and Certification

An Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification) is required to be completed by the contractor, prior to the execution of the contract with the Board.

K. Certification of Personal Property Tax

A Certificate of Compliance with Section 5719.042 of the Ohio Revised Code, which requires a certification of delinquent personal property tax by the contractor prior to the execution of the contract of a political subdivision, must be completed.

L. Suspension and Debarment

The Board will not award a contract for services funded in whole or part with Federal funds, to an entity who has been suspended or debarred from doing business or who appears on the Federal Excluded Parties Listing System at www.sam.gov/ .

M. Warranty against Unresolved Finding for Recovery

Ohio Revised Code Section 9.24 prohibits the award of a contract to any Respondent against whom the Auditor of State has issued a finding for recovery, if the finding for recovery is “unresolved” at the time of the award. By submitting a bid, the bidder warrants that it is not now, and will not become subject to an “unresolved” finding for recovery under Ohio Revised Code Section 9.24, prior to the award of any contract arising out of this RFP, without notifying the Board of such finding.

APPENDIX 1 – PROPOSAL ATTACHMENTS

PROPOSAL ATTACHMENTS:

Attachment A - Proposal Submission Requirement Checklist

Attachment B - Vendors Reference Sheet

Attachment C - Non-Collusion Affidavit (must be notarized)

Attachment D - Certification of Compliance with Section 3517.13 of the O.R.C.

Attachment E - RFP Evaluation Form

REQUIRED VENDOR ATTACHMENTS:

1. Mission Statement
2. Articles of Incorporation
3. Proof of 501(c)(3) not-for-profit status from IRS or Secretary of State (if applicable)
4. W-9
5. Diverse Vendor Certifications such as MBE, SBE, WBE/FBE, etc. (if applicable)
6. List of the Board of Trustees/Directors and senior staff
7. Organizational Chart/Table of Organization - showing where proposed staff fit in
8. Resumes/bios and current licensure of all proposed staff
9. Most recent Annual Report

ATTACHMENT A

PROPOSAL SUBMISSION REQUIREMENT CHECKLIST

Agency: _____

Agency Signature: _____ Date: _____

Proposal should include the following components submitted in the following order:

A. INTRODUCTORY PAGES

- _____ 1. Cover Page
- _____ 2. Table of Contents
- _____ 3. Proposal Submission Requirements Checklist (A signed copy of this form) Attachment A

B. SCORED NARRATIVE SECTION

- _____ 4. Cover Letter
- _____ 5. Introduction - Project Summary (5 points)
- _____ 6. Organizational Experience and Capacity (15 points)
- _____ 6. Description of Services (65 points)
- _____ 7. Quality Assurance (10 points)
- _____ 8. Budget and Narrative (5 points)

C. REQUIRED ATTACHMENTS

- _____ 9. Attachment B - Vendors Reference Sheet
- _____ 10. Attachment C - Non-Collusion Affidavit (must be notarized)
- _____ 11. Attachment D - Certification of Compliance with Section 3517.13 of the O.R.C.
- _____ 12. Additional supporting attachments (*Optional*)
- _____ 13. Mission Statement
- _____ 14. Articles of Incorporation
- _____ 15. Proof of 501(c)(3) not-for-profit status from IRS or Secretary of State (if applicable)
- _____ 16. Current W-9
- _____ 17. Diverse Vendor Certifications such as MBE, SBE, WBE/FBE, etc. (if applicable)
- _____ 18. List of the Board of Trustees/Directors and senior staff
- _____ 19. Organizational Chart/Table of Organization - showing where proposed program/services and staffing fit in to include fiscal support
- _____ 21. Resumes/bios and current licensure of all proposed program staff.
- _____ 22. Current accreditation or certification for services (if applicable)
- _____ 23. Most recent Annual Report

ATTACHMENT B

VENDOR'S REFERENCE SHEET

INSTRUCTIONS: List a minimum of three (3) organizations to whom you have provided like services to that being requested in the specification. Provide all data requested below for each reference listed. Use additional sheets if desired.	
ORGANIZATION'S NAME:	CONTACT PERSON'S NAME:
ORGANIZATION'S FULL ADDRESS:	CONTACT PERSON'S TELEPHONE NUMBER: DATE SERVICE(S) PROVIDED:
SPECIFY THE SERVICES PROVIDED:	
ORGANIZATION'S NAME:	CONTACT PERSON'S NAME:
ORGANIZATION'S FULL ADDRESS:	CONTACT PERSON'S TELEPHONE NUMBER: DATE SERVICE(S) PROVIDED:
SPECIFY THE SERVICES PROVIDED:	
ORGANIZATION'S NAME:	CONTACT PERSON'S NAME:
ORGANIZATION'S FULL ADDRESS:	CONTACT PERSON'S TELEPHONE NUMBER: DATE SERVICE(S) PROVIDED:
SPECIFY THE SERVICES PROVIDED: _____	

ATTACHMENT C

NON-COLLUSION AFFIDAVIT

* THIS AFFIDAVIT MUST BE EXECUTED FOR THIS BID TO BE CONSIDERED

STATE OF OHIO)
)
 COUNTY OF CUYAHOGA) SS.

_____being first duly sworn, deposes and says that he/she is _____ of the party making the foregoing proposal: that such proposal is genuine and not collusive or sham: that said Respondent has not colluded, conspired, connived or agreed, directly or indirectly, with any contractor or person to put in a sham proposal, or that such other person shall refrain from bidding and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the price of affiant or any other contractor, or to fix any overhead, profit or cost element of said price, or of that of any other contractor, or to secure any advantage against the Cuyahoga County Board of Health or any other persons interested in the proposed contract; and that all statements contained in said proposal are true; and further that all statements contained in said proposal are true; and further that such contractor has not, directly or indirectly submitted this proposal, or contents thereof, or divulged information relative thereto to any association or to any member or agent thereof.

 AFFIANT

Sworn to and subscribed before me this _____ day of _____ 2020.

 NOTARY PUBLIC

ATTACHMENT D

CERTIFICATION OF COMPLIANCE WITH SECTION 3517.13 OF THE O.R.C.

RFP #2020-05

CONTRACTS AWARDED TO INDIVIDUAL, PARTNERSHIP, OTHER UNINCORPORATED BUSINESS, ASSOCIATION (INCLUDING A PROFESSIONAL ASSOCIATION ORGANIZED UNDER CHAPTER 1785), ESTATE, OR TRUST MUST CONTAIN THE FOLLOWING CERTIFICATION:

Any contract for goods or services costing more than five hundred dollars must contain a certification by the contracting entity (vendor) that all of the following persons are in compliance with 3517.13(1)(1), limiting campaign contributions to the holder of the public office having the ultimate responsibility for the award of the contract:

- THE INDIVIDUAL
- EACH PARTNER OR OWNER OF THE PARTNERSHIP OR UNINCORPORATED BUSINESS
- EACH SHAREHOLDER OF THE ASSOCIATION
- EACH ADMINISTRATOR OF THE ESTATE
- EACH EXECUTOR OF THE ESTATE
- EACH TRUSTEE OF THE TRUST
- EACH SPOUSE OF ANY OF THE PRECEEDING PERSONS
- EACH CHILD SEVEN YEARS TO SEVENTEEN YEARS OF AGE OF ANY OF THE PRECEEDING PERSONS
- ANY COMBINATION OF THE PERSONS LISTED ABOVE

CONTRACTS AWARDED TO A CORPORATION OR BUSINESS TRUST (EXCEPT A PROFESSIONAL ASSOCIATION ORGANIZED UNDER CHAPTER 1785) MUST CONTAIN THE FOLLOWING CERTIFICATION:

Any contract for goods or services costing more than five hundred dollars must contain a certification by the contracting entity (vendor) that all of the following persons are in compliance with 3517.13(J)(1), limiting campaign contributions to the holder of the public office having the ultimate responsibility for the award of the contract:

- EACH OWNER OF MORE THAN TWENTY PER CENT OF THE CORPORATION OR BUSINESS TRUST
- EACH SPOUSE OF AN OWNER OF MORE THAN TWENTY PER CENT OF THE CORPORATION OR BUSINESS TRUST
- EACH CHILD SEVEN YEARS TO SEVENTEEN YEARS OF AGE OF AN OWNER OF MORE THAN TWENTY PER CENT OF THE CORPORATION OR BUSINESS TRUST
- ANY COMBINATION OF THE PERSONS LISTED ABOVE

It is hereby certified that all of the persons listed above are in compliance with section 3517.13(1)(1) or 3517.13(J)(1) of the Ohio Revised Code.

IF CONTRACTING ENTITY IS A NONPROFIT CORPORATION ESTABLISHED UNDER ORC CHAPTER 1702, THE UNDERSIGNED CERTIFIES THAT SECTIONS 3517.13(1)(1) AND 3517.13(J)(1) ARE NOT APPLICABLE TO THE CONTRACTING ENTITY.

PRINTED NAME

TITLE

SIGNATURE

DATE

ATTACHMENT E

RFP EVALUATION FORM

Agency: _____ Projects: _____

Reviewer: _____ Total Score: _____

CRITERIA	POINT VALUE	SCORE	COMMENTS
1. Cover Letter and Project Summary <ul style="list-style-type: none">◆ Is there a concise description of the agency?◆ Is there a concise description of the proposed service?◆ Does the agency have experience with this service and/or population?◆ Does proposal identify target population to be served, number served, and total budget?◆ Does the proposal provide an overview of the applicants unique approach to providing services?	5		
2. Organizational Experience and Capacity <ul style="list-style-type: none">◆ Describe agency's organizational background writing a HIV related plan as well as delivering messaging/media campaigns to persons at risk or HIV positive.◆ Describe agency's experience working with priority populations including, MSM, African Americans/Hispanics/Latino Men who have sex with men (MSM), and Youth (age 13-24).◆ A history of partnerships and/or coordination with other community providers.◆ Describe the agency's efforts to achieve cultural and linguistic competence with reaching the targeted audiences identified.◆ Description of existing HIV service collaboration with other institutions in the community, and efforts or plans to build capacity to reach underserved communities.◆ Describe the organization's fiscal capability to record and invoice services as required for payment in a timely manner.◆ Indicate whether or not the organization or any individuals working on the project has a possible conflict of interest.	15		
3. Project Understanding/Methodology/Project Management <ul style="list-style-type: none">◆ Does the proposed project description meet, in full or in part, the requests of the HIV Social Media RFP?	65		

<ul style="list-style-type: none"> ◆ Does proposal identify specific priority population(s) - including demographics, percentage breakdowns? ◆ A description of plans to implement proposed services- goals to be achieved including number of individuals to be reached by each campaign proposed? ◆ Does the proposal address all four components required to apply? (Social Media Plan, HIV Prevention Messaging campaign, U=U/Viral Load Suppression campaign, Re-Engagement in Care/Anti-Stigma campaign)? ◆ Is there a description of plans to assure there is messaging on dating websites, social media newsfeeds that is targeted to reach priority populations? ◆ Is there a description of how agency will determine geo-fencing sites that will reach identified priority populations? ◆ Is there a description of how agency will disseminate messaging via radio and radio related events? ◆ 			
<p>4. Quality Assurance</p> <p>Does agency explain how the applicant will ensure that all services reimbursed through this contract will be consistent with federal, state and local rules, regulations and policies?</p>	10		
<p>5. Pricing (Itemized Budget/Budget Narrative)</p> <ul style="list-style-type: none"> ◆ Is budget data complete and accurate? ◆ Is cost fair and reasonable? ◆ Are costs per campaign and costs per proposed service/outcomes realistic? ◆ Do staffing patterns match services proposed? ◆ Does agency have fiscal capacity to invoice accurately and timely? ◆ Do 100% of funds requested directly support HIV Social Media Campaign? (required) 	5		