City of Norfolk

NOTICE

To All Private Enterprises

The City of Norfolk (the "City") is soliciting qualified vendors to **provide housing assistance for persons living with HIV/AIDS under the Ryan White Part A/ Title I program. The overall objective of the Ryan White CARE Act is to sustain and improve the health and protect the dignity of persons living with HIV and AIDS and encourage independent living.** The City invites all persons or firms to respond to the Informal Request for Proposals ("IRFP") by submitting a proposal consistent with the terms and conditions of this solicitation herein set forth.

An Informal Pre-proposal Conference is not scheduled for this IRFP.

IRFP#4545-0-2014/MRP
RYAN WHITE PART A/ TITLE I
HOUSING ASSISTANCE SERVICES
TO PERSONS LIVING WITH HIV/AIDS

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Contract Administrator/Program Coordinator: Marsha Butler

Issued: June 24, 2014

IRFP CLOSING DATE AND TIME: July 23, 2014
2:00 p.m. Eastern Time

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1____ #2____ #3____ #4____ (Please Initial)

THE UNDERSIGNED AGREES TO PERFORM ANY CONTRACT AWARDED AS A RESULT OF THIS SOLICITATION, IN ACCORDANCE WITH THE TERMS, CONDITIONS, AND REQUIREMENTS SPECIFIED HEREIN. THE SIGNATURE BELOW SHALL BE PROVIDED BY AN AGENT AUTHORIZED TO BIND THE COMPANY. FAILURE TO EXECUTE THIS PORTION MAY RESULT IN PROPOSAL REJECTION.

Authorized Agent: _____
Signature Type or Print Name

_____
Email Address Telephone Number Fax Number

_____
Company Name

_____
Company FEI/FIN#

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SECTION I – PURPOSE/BACKGROUND

Purpose

A. The City of Norfolk solicits proposals from qualified vendors to provide housing assisting for persons living with HIV/AIDS under the Ryan White Part A/ Title I program. The Norfolk Transitional Grant Area (TGA) anticipates receiving federal grant funds under the Ryan White Comprehensive AIDS Resources Emergency (CARE) Act of 1990 (PL 101-381) as amended by the Ryan White CARE Act Amendments of 1996 (PL 104-146) as amended by the Ryan White CARE Act Amendments of 2000 (PL 106-345) and further amended Ryan White HIV/AIDS Treatment Modernization Act 2006 (PL 109-415). The overall objective of the Ryan White CARE Act is to sustain and improve the health and protect the dignity of persons living with HIV and AIDS and encourage independent living. The Greater Hampton Roads HIV Health Services Planning Council has prioritized service categories and allocated a percentage of funds available under Ryan White Part A/Title I to each category. The Planning Council is comprised of representatives from various cities and towns (including PLWH/A) that make up the Norfolk TGA. The following jurisdictions are located inside the Norfolk TGA: North Carolina; Currituck County, Virginia; Norfolk, Virginia Beach, Portsmouth, Chesapeake, Suffolk, Hampton, Newport News, Poquoson, Williamsburg, York County, James City County, Gloucester County, Matthews County and Isle of Wight County.

B. Eligibility of consumers for service is based on medical eligibility (positive HIV status), service need (covered service), insurance status (none, or under-insured), proof of residence in the Norfolk TGA and income below 400% of the Federal Poverty Guidelines.

C. The City of Norfolk, acting as the administrative and fiscal agent (Grantee) for the TGA under CARE Act legislation, invites any qualified vendors to respond to this RFP by submitting a proposal for services in priority areas determined by the Greater Hampton Roads HIV Health Services Planning Council consistent with the terms and conditions herein set forth.

SECTION II – SCOPE OF WORK

SPECIAL CONDITIONS

Proposing organizations, if selected, are expected to offer services of professional quality, maintain proper programmatic and fiscal controls including appropriate independent audits, and submit reports in a timely fashion as required by the Ryan White Part A/Title I Grantee Office. Administrative costs, including indirect fees are limited to **10%** by federal regulation.

Proposing organizations, if selected, are required to obtain, use and document meaningful input from persons served and other stakeholders. The intent is that the organizations use the input to direct its continuing process for improving organizational quality and service excellence. Examples of how to obtain this input are: Consumer Advisory Boards (CAB), periodic consumer and stakeholder satisfaction surveys, community forums and focus groups.

Proposing organizations, if selected, are required to have a working e-mail address. They must demonstrate cultural competency with the groups or subgroups they propose to serve. The areas of competence include, but are not limited to sexual orientation, racial, cultural, socioeconomic, and addictive status.

The Ryan White CARE Act allows funds to be used through contracts with "private for-profit entities if such entities are the only available provider of quality HIV care in the area."

PURPOSE OF FUNDS

The principle intent of Part A/Title I funds is the provision of services to persons infected with the Human Immunodeficiency Virus (HIV) and those who have clinically-defined AIDS. CARE Act Title I funds provide direct financial assistance to TGAs throughout the country most severely affected by the HIV/AIDS epidemic. Funds must be used to develop and support a continuum of care for persons living with HIV/AIDS in the Norfolk Transitional Grant Area (TGA).

Ryan White Part A/Title I funds are for HIV/AIDS related services only. Research, epidemiological, and capital projects cannot be funded and will not be considered. According to current Office of Management and Budget (OMB) regulations, funds under this announcement may not be used for the following purposes: entertainment (amusements, social activities and related incidental costs), fundraising expenses, lobbying expenses and international travel.

Ryan White Part A/Title I funds are to be used as "payer of last resort" by all contracted providers. This means that before Ryan White funds are utilized, alternative-funding resources must be explored. Documentation of efforts to meet a particular need or provide a particular service must support the determination that other funding resources are unavailable and/or clients are ineligible for such funding. This is of the utmost importance in ensuring that limited available funding for direct service delivery is broadly used to serve the greatest number of persons living with HIV/AIDS and address their needs.

Federal Law strictly prohibits the use of CARE Act monies to supplant federal, state, or other local funds.

Special emphasis must be placed on high-risk, previously neglected, under-represented and underserved populations, and those persons who can no longer care for themselves or have no other care alternatives.

Funds awarded under Part A/Title I of the Ryan White C.A.R.E. Act may be used for services to individuals not infected with HIV **only** in the following circumstances:

- The service has as its primary purpose enabling the non-infected individual to participate in the care of someone with HIV disease or AIDS (i.e., Caregiver training for in-home medical or support service and support groups, counseling, and practical support that assist with the stresses of caring for someone with HIV)

- The service directly enables an infected individual to receive needed medical or support services by removing an identified barrier to care (i.e., Payment of premiums for a family health insurance policy to ensure continuity of insurance coverage for a low income HIV+ family member, or childcare for non-infected children while an infected parent secures medical care or support services).

- The service promotes family stability in coping with the unique challenges posed by HIV/AIDS (i.e., Permanency planning for infected and non-infected children of HIV+ parents, and mental health services, which focus on equipping non-infected family members and caregivers to manage the stress and loss associated with HIV).

PRIORITIZED SERVICES & REQUIREMENTS

General Service Delivery Requirements

Providers will demonstrate culturally competent and culturally congruent services for all populations regardless of gender, race/ethnicity, sexual orientation, and socioeconomic status.

Providers will accurately document healthcare and supportive service referrals in clients' case records / charts.

Providers will fully inform clients about available Ryan White Part A/ Title I services within the continuum of care. Providers will maintain documentation that the information has been provided.

Providers are located in areas accessible by public transportation or by documented special arrangement with transportation providers.

Priority funding will be given to providers that serve critical subpopulations: Women, Infants, Children & Youth (WICY), Men who have Sex with Men (MSM) of Color, Transgendered Individuals and Hispanics.

Providers of services that are Medicaid certifiable must submit evidence of Medicaid Certification along with the proposal.

Minority AIDS Initiative (MAI)

In 1999, the U.S. Congress earmarked funds appropriate under Title I (Part A) of the Ryan White C.A.R.E. Act to support efforts to improve the quality of care and health outcomes in communities of color; particularly those disproportionately impacted by the AIDS epidemic.

Organizations applying for funding under the MAI service category must meet and document the following;

1. **Must have a history of serving minority populations impacted by HIV/AIDS.**
2. **Indicate request for MAI funds on Proposal Form (Form A).**

Quality Management

Providers must adhere to HRSA Services Definitions (Attachment A), the Greater Hampton Roads HIV Health Services Planning Council Directives (Attachment B), Norfolk TGA Standards of Care, and the HRSA HAB Performance Measures located at http://hab.hrsa.gov/special/habmeasures.htm.

Providers must participate in the Ryan White Part A/Title I Quality Management program.

Providers must develop and implement an agency specific Quality Management plan for Ryan White Part A/ Title I funded services.

Providers will conduct Quality Improvement projects at the agency level utilizing the Plan-Do-Study-Act (PDSA) model.

Providers must participate in the mandatory Quality Management trainings sponsored by the Grantee.

Providers will conduct and provide documentation of quality assurance and improvement activities, including maintenance of client satisfaction surveys and other mechanisms as designated by the Ryan White Part A/Title I Quality Management Program.

Providers will participate in the Quality Management Ad Hoc Advisory Committee as requested by the Grantee.

Providers must demonstrate consumer input throughout the contract period. This can be demonstrated through a Community Advisory Board (CAB) or other consumer input process, in addition to annual consumer satisfaction surveys.

HRSA National Monitoring Standards

Providers must adhere to the HRSA National Monitoring Standards identified in the "Provider/Sub-Grantee Responsibility section of each document as listed below.

Universal Monitoring
http://hab.hrsa.gov/manageyourgrant/files/universalmonitoringpartab.pdf

Fiscal Monitoring
http://hab.hrsa.gov/manageyourgrant/files/fiscalmonitoringparta.pdf

Program Monitoring
http://hab.hrsa.gov/manageyourgrant/files/programmonitoringparta.pdf

BUDGET GUIDELINES

The following guidelines must be used while preparing budgets for all Ryan White Part A/Title I services.

1. Each budget submitted for review shall provide a separation of Program and Administration costs.

   a. Program Costs: Costs incurred in providing direct services to clients.
   Typical examples of direct costs include wages and benefits of employees who directly provide the service, and the cost of materials, equipment, and supplies used to provide the service. Case Manager, Substance Abuse Counselor, Physician, Housing Specialist, Mental Health Counselor, Driver (Transportation Provider), and Therapists are some examples of direct service employees.

   b. Administrative Costs: Costs incurred in administering a certain service or award. These costs are not directly related to client care and are characterized by activities that involve overall agency coordination.

   Typical examples of administrative costs include general administration and general expenses (salaries and expenses of executive officers, personnel administration, accounting, the costs of operating and maintaining facilities, and depreciation or use allowances on buildings and equipment). Other examples of administrative employees include Project Administrator, Executive Director, Accountant, Bookkeeper, Policy Analyst and administrative assistant.

   The legislation further defines administrative costs for first-line entities to include: overhead and indirect costs (indirect costs are allowable only with a federally approved indirect cost rate agreement and subject to the 10% cap), costs associated with management and oversight activities of specific programs under Part A/Title I, and cost

associated with program support such as Quality Management, Quality Control and related activities. Examples of costs included under management and oversight activities are costs associated with:

- Development applications and proposals
- Development and establishment of reimbursement and accounting systems
- Preparation of routine programmatic and financial reports, including the minimum requirements of completing the CARE Act Data Report (CADR)
- Compliance with contract conditions and audit requirements and
- Monitoring of and reporting on any subcontracts

Administrative cost may be budgeted up to 10% of the total service expenditure for each service category. These costs must be specifically delineated, justified and included in the cost per unit calculation.

Funds may be used to support specific HIV staff training that enhances an individual's or organization's ability to improve the quality of services to affected clients. The use of the funds for these purposes is administrative and inclusive in the 10% administrative cost cap.

Applicants should refer to the applicable OMB Circulars for additional guidance on the allowability and proper allocation of costs. www.whitehouse.gov/omb/circulars/index.html

In anticipation of multi-year contract extensions under this Request for Proposals, applicants must provide a projected unit cost of service for FY 2014/15 on the Budget Form (Form D) and the Budget Narrative Form (Form E) for each service category.

RYAN WHITE PART A SUPPORT SERVICES	
EMERGENCY FINANCIAL ASSISTANCE	Provision of short-term payments for food or essential utilities. These short-term payments must be carefully monitored to assure limited amounts, limited use, and for limited periods of time.
UNIT OF SERVICE DEFINITION	One (1) Utility assistance; CAP at $500 per client per grant year.
PROGRAM OUTCOMES	75% of clients will show improved and or stabilized living situation as result of accessing EFA at 6 months and 12 months
INDICATORS	# of stabilized clients (determined by decreased need for EFA, stable housing, reduced # of requests)
PARAMETERS, SERVICE REQUIREMENTS	Providers are required to enter all client services and EFA dollar amounts in CAREWare.
ESTIMATED FUNDING	**$48,000**

SECTION III – PROPOSAL FORMAT AND GUIDELINES

A. Proposal Form	Use the proposal form provided. (See Form A.)
B. Table of Contents	Insert ***paginated*** Table of Contents and complete the Proposal Completion Checklist provided. (See Form B.)

C. Description of Organization	**Applicants should describe their organization's ability to reach communities disproportionately impacted by HIV *and* methods to enroll not currently in care Persons Living With HIV/AIDS (PLWHA) into care services.** For new applicants, provide a general description of your organization and its mission (one page maximum). For New applicants, describe the organization's history in serving this population and how it is uniquely poised to reach PLWHA from under-served and hard-to-reach populations (i.e., Location and culturally/linguistically appropriate services offered). Provide applicable data, i.e., number of clients served, demographics of the population served. For current providers, in quantifiable terms, describe the organizations past record serving Ryan White clients.
D. Service Coordination (15 points)	**Applicants must describe service coordination given the array of other programs and resources.** Describe the process by which your organization will develop agreements with non-Ryan White funded providers as it relates to Emergency Financial Assistance.
E. Statement of Need (10 points)	**Applicants should demonstrate the need for Part A/Title I funds.** Describe the current status of the HIV/AIDS epidemic as it relates to Emergency Financial Assistance. Describe the existing real or perceived barriers to care for PLWHA in your area and discuss how your organization, through the proposed service, will reduce and/or eliminate these barriers. Cite the source of this information (e.g., client satisfaction data, client interviews, etc). Applicants must discuss additional funding streams within the organization used to provide this service.
F. Description of Service (25 points)	**Given the Description of Organization, Service Coordination, and Statement of Need above, applicants must describe how the proposed service(s) will provide access to healthcare for PLWHA within the Norfolk TGA. For each service category applied for, applicants must:** Describe the geographical service area of the proposed target population and the physical location of the agency where services will be provided. Special consideration will be given to service provision within the four (4) political sub-divisions (Norfolk, Virginia Beach, Newport News, and Portsmouth) that provide HIV-related services and account for at least 10% of the TGA's reported AIDS cases. Explain how the service improves system level outcomes such as improved and or stabilized living situation as result of accessing Emergency Financial Assistance. List the days and hours during which this service will be provided.

	Identify all staff that will provide any portion of the service (direct care and administrative). A current copy of the agency's organizational chart and all Ryan White Part A/Title I position descriptions must be provided with the vitae or resume of all staff working on this project. Resumes must include educational background and experience working on similar projects.
G. The Service Work Plan (20 points)	**All applicants must complete the FY14 Service Work Plan. If applicants are applying for more then one service they must submit a Work Plan for each additional service.** ***SAMPLE SERVICE WORK PLAN*** **Applicant:** Provide Agency Name **Area To Be Served:** Must be located within the TGA (Examples: Peninsula, Suffolk, Currituck County, North Carolina, etc.) **Objective(s)** (1) Objective: Identify units of tangible services and number of unduplicated clients to be served. Define unit of service. **Example: To provide medical case management services to 246 eligible HIV/AIDS individuals living on the Peninsula utilizing 7,865 units of service. One unit of medical case management service equals 15 minutes.** (2) Impact Statement: When the objective is accomplished, what impact will it have? **Example: The ultimate goal of providing medical case management services links clients with primary medical care, psychosocial and other services to insure timely, coordinated access to medically-appropriate levels of health and support services that prevent unnecessary hospitalization.** (3) **Activities:** Describe the sequential steps to be taken to accomplish the objective. (4) **Start Date:** August 1, 2014 (5) **End Date:** February 28, 2015 (6) **Non-Duplicating Statement:** Indicate any other program in your agency or other agencies in the community which provide similar services. Explain how you will avoid duplication of services, and why additional units of services are needed.
H. Quality Management (QM) and Program Evaluation (20 points)	**Applicants must describe current and planned activities to assure/improve quality and evaluate medical management of HIV infection and services to enable individuals to access and remain in care.** Identify key persons with expertise in QM and evaluation and their role(s) in conducting QM activities. Providers must adhere to the Norfolk TGA Standards of Care developed by the Greater Hampton Roads HIV Health Services Planning Council.. Describe a Plan of Program Evaluation to continually monitor the effectiveness of the proposed service (chart audits, evaluation studies, etc.).
I. Budget (3 points)	**Applicants are required to submit:** An itemized Budget (Form D), a Budget Narrative for Direct Services and Administrative

	costs (Form E) for each service category detailing the cost for services for the entire contract term – August 1, 2014 through February 28, 2015 *Primary Care and substance abuse providers must submit a separate budget and budget narrative for services within each of the proposed locations. (Refer to Budget Guidelines page14).* Summary of Funding Sources (Form F)
J. Audit/Financial Statements (2 points)	A copy of the annual audit report or a current financial statement performed within the past twelve months (Refer to AUDIT under Terms and Conditions on Page 26).
K. Required Attachments	**Refer to Proposal Package Completion Checklist (Form B)**

L. TIME FRAME

Request for Informal Proposals Issued	June 24, 2014
Pre-proposal Conference	N/A
Proposals Deadline	July 23, 2014
Notification of Awards	TBA
Contract Term	August 1, 2014 – February 28, 2015

M. PROPOSALS

All materials submitted in response to this IRFP will become the property of the City of Norfolk. It is understood that the proposal will become a part of the official file on this matter without obligation on the part of the City of Norfolk except as to the disclosure restrictions contained in the DISCLOSURE section.

N. PACKAGING

An unbound one-sided **original** and five (5) unbound copies (a total of six) and a disk/ or USB drive containing the proposal narrative, budget, budget narrative and service implementation plan. The original and all copies of the proposal must be submitted in a sealed envelope stating: the proposing organization's name, address, telephone number and the proposal title "Delivery of Services to Persons with HIV/AIDS." Applicants should pay particular attention to ensure that the proposals are properly addressed. Proposals in the form of telegrams, telephone calls, facsimiles or telex messages will **NOT** be accepted.
The City will **NOT** be liable for any costs incurred in the preparation of the response to this IRFP.

O. ORGANIZATION AND CONTENT

Proposals must be formatted as listed below. Failure to follow format may be grounds for disqualification.

- Proposals must be written in English
- Submit all copies of the proposal *UNBOUND* with an IDL binder or metal clip (do not staple or professionally bind proposals)
- Use standard size black type with 12 characters per inch font
- Use 8.5 inch x 11-inch paper that can be photocopied
- Top, bottom, left and right margins may not be less than 1 inch each
- Text may be single or 1 ½-line spaced
- Do not submit double-sided copies

- Do not use photo-reduction
- Do not include photos, pamphlets, brochures, or oversized documents
- All pages, beginning with the Proposal Form must be numbered and indexed

P. ATTACHMENTS

Include all tables and supporting documentation required to complete the proposal package.

Q. PROPOSAL EVALUATION

The following criteria will be used to rate all applications. All proposals submitted for Core Care Services are to be submitted as one (1) application. Likewise, proposals for Support Services will be a separate application. However, applicants submitting proposals under Core and Support Services ***MUST*** submit two (2) separate application packets.

Description of Organization	5
Service Coordination	15
Statement of Need	10
Description of Service	25
Service Implementation Plan	20
Quality Management	20
Budget	3
Audit/Financial Statement	2
Total	100

R. SELECTION PROCEDURES

The City reserves the right to make a selection on the basis of qualifications, experience in providing similar services elsewhere and the applicant's responsiveness to the RFP requirements.

An Independent Review Committee (IRC) *may* be utilized to assist in the evaluation of proposals in choosing successful providers to deliver the requested services.

In the event an Independent Review Committee is used, information will be shared with the review panel as to an organization's previous performance, if any, in terms of contract compliance, specifically: the timeliness and accuracy of claims and reports submitted; record of attendance at vendor's meetings and client utilization data report submissions.

Applicants *may* be invited to an interview with the IRC or Grantee Staff prior to final recommendation for contract award. The City reserves the right to make an award solely on the basis of the proposals submitted.

The City intends to negotiate and enter into contracts with responsible respondents whose proposals are determined to be most advantageous to the City.

SECTION IV – TERMS & CONDITIONS

A. GRANT PERIOD

The term of the contract agreement to be executed begins August 1, 2014 and ends February 28, 2015.

B. OPTION TO EXTEND

The City reserves the right to extend any contract awarded through this Request for Proposals for a period up to one additional year. This is contingent upon continued funding from the Health Resources and Services Administration (HRSA), service priority and allocation of funds by the Greater Hampton Roads HIV Health Services Planning Council, reasonable unit cost adjustment and past performance. Applicants must provide a projected unit cost of service for FY 2015 on the Budget Form (Form D) and the Budget Narrative Form (Form E) for each service category.

C. CITY OPTIONS

The City may, at its sole and absolute discretion, reject any and all, or parts of any and all proposals; re-advertise this RFP; postpone or cancel at any time this RFP process or waive any informality in this RFP or in the proposals received as a result. Also, the determination or the criteria and process whereby proposals are evaluated, the decision as to who shall receive a grant award, or whether or not an award shall ever be made as a result of this RFP, shall be at the sole and absolute discretion of the City. One (1) copy of each proposal shall be retained for official files and will become a public record after the award.

D. FEDERAL GUIDELINES

All providers must abide by the Federal guidelines governing Part A/Title I of the Ryan White CARE Act, including attached Federal assurances, certifications and governing cost principles.

Federal Policies & Guidelines clarifying the use of Ryan White Care Act Part A/Title I Funds can be found at www.hab.hrsa.gov.

E. ELIGIBILITY

All providers must have a written policy statement governing eligibility determination for all proposed service categories. This written policy statement must be consistent with the Ryan White Care Act legislation and the Norfolk TGA Grantee's policy on eligibility. (Please submit a copy of this policy statement with proposal.)

F. LIMITS ON FEES TO CLIENTS RECEIVING SERVICES FUNDED UNDER THE RYAN WHITE CARE ACT

If an agency receives payment for services from any third-party payer, it must bill clients covered by Ryan White Part A/Title I Care Act funds using a sliding fee scale consistent with RWCA policy. An agency not receiving third party payment for services is not required to implement a billing and collection program in order to be in compliance with this requirement. Third-party payment is defined as "including reimbursement under any insurance policy or under any Federal or State health benefits program."

Clients' income must be assessed to establish their sliding fee scale (SFS) code according to the Federal Poverty Guideline (FPG). Clients who fall into code A (less than or equal to 100% of the Federal Poverty Level) may not be charged any fees for Ryan White funded services. Fees billed to clients may not exceed the stated percentages of their annual gross income within a 12-month period. Selected applicants will be asked to submit a current copy of service fees.

Individual/Family Annual Gross Income	Maximum Allowable Annual Charge
Equal to or below the FPG	No charge permitted
101 to 200 percent of the FPG	5% or less of gross annual income
201 to 300 percent of the FPG	7% or less of gross annual income
More than 300 percent of the FPG	10% or less of gross annual income

G. GRANT AGREEMENT PROCESS

The contract may be continued for an additional time period upon written agreement of both parties in such case as: 1) the Greater Hampton Roads HIV Health Services Planning Council has prioritized the service for the continuation period; 2) sufficient funds are allocated through the appropriate Planning Council processes; 3) funding is anticipated to be available through Part A/Title I; and 4) with satisfactory performance of contractual obligations, acceptable progress towards stated objectives and consumer satisfaction with provided services.

H. REIMBURSEMENT

The Provider agrees to accept award of funds under this agreement on a cost reimbursement basis. Providers must invoice the City on a monthly basis, on or before the fifteenth working day of each month. Reimbursements are subject to satisfactory provision of all required reports. It is anticipated that the City will reimburse for services rendered within 30 days of the receipt of invoices deemed correct and acceptable. Appropriate documentation such as transaction reports, time and effort reports and/or salary statements, purchase receipts, contractual invoices, etc. is required with all requests for reimbursement. Failure to accurately complete supporting documentation will result in non-reimbursement. Client identification is required as part of all reimbursement requests using the HRSA mandated unique client identification number. All reports are subject to on-site verification and audit of provider records.

I. TIME AND EFFORT REPORTING

The successful applicant will be responsible for maintaining time and effort reports. In accordance with guidelines contained in the federal OMB circulars, recipients of federal grants are required to document all personnel charges to grants and contracts. The distribution of salaries and wages to grants or contracts must be supported by personnel activity reports that account for the total activity for which an employee is compensated.

The successful applicant shall adhere to the applicable cost principles contained in OMB circulars A-21, A-87 and A-122.

It is understood that the City of Norfolk is bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of the agreement.

J. AUDITS

Providers shall comply with the audit and reporting requirements defined by the Federal Office of Management and Budget Circular A-133 as applicable. The provider is required to maintain an accounting system in accordance with generally accepted accounting principles. Organizations who receive more than $500,000 in federal funds must submit a copy of their most recent OMB A-133 audit with their application. Whenever an audit shows an expenditure that is not allowable under the grant or evidence that the provider has failed to

discharge its obligation to account for the expenditure of the grant funds, the expenditure will be disallowed. The provider agrees to reimburse the City for final disallowances within 30 days of the receipt of written notification of disallowance.

K. REPORTS

Providers must submit all reports to the City for each individual contract for which a grant has been awarded, by the date(s) and time(s) specified. These reports may include, but are not limited to the following:

Quarterly Report (quarterly)
Monthly Request for Reimbursement (monthly)
Client Services/Health Information Data Report/CAREWare (monthly)
Ryan White Client Level Data Reports (semi-annually)
Ryan White Program Data Report (February 15th)
Additional reports as required

Providers are required to install and use the CAREWare data management reporting system.

L. PROGRAM EVALUATION

Organizations receiving funds under this RFP will be required to participate in project evaluation activities by appropriate Grantee staff and/or external evaluators representing the City with the assurance that client confidentiality shall be maintained. As a condition of receiving funds, an independent auditor shall have access to all records and financial statements as may be necessary.

M. GRIEVANCE PROCEDURES

Applicants shall furnish to the City a copy of their grievance procedure and client satisfaction survey as part of the completed proposal. Organizations should explain their grievance policy to each client and this communication must be documented in each client's file. The grievance policy should contain step-by-step procedures required to process and resolve a grievance. The City must approve all grievance procedures.

N. RIGHT TO INSPECT

All providers' books and records, as they relate to the grant, must be made available for inspection and/or audit by HRSA and the City of Norfolk without notice. In addition, the provider must retain all records pertaining to the grant in proper order for at least five (5) years following the expiration of the agreement, or until the resolution of any questions.

O. ASSIGNMENT

Provider shall not assign, transfer, pass-through, or convey obligations to any person, company or corporation without prior written consent by the City of Norfolk. Where feasible, the provider is encouraged to offer such business to minority and/or women owned businesses. The provider shall, however, remain fully liable and responsible for the work to be done by its subcontractor and shall assure compliance with all requirements. The provider will be considered the sole point of contact with regard to all stipulations, including payment of all charges and the meeting of all requirements of this RFP.

P. RULES, REGULATIONS, AND LICENSING REQUIREMENTS

Providers and their staff must possess all of the required State of Virginia licenses (Currituck County, North Carolina will adhere to the State of North Carolina) as well as all occupational licenses. All employees requiring

certification and licensing must have current records maintained on site. The provider's facility used during the performance of this agreement will meet all applicable federal, state and local regulations throughout the duration of the agreement. The failure to meet all requirements is a basis for termination of the agreement on the grounds of provider default. In addition, provider shall comply with all laws, ordinances and regulations applicable to the contracted services, especially those applicable to conflict of interest.

Federal and City regulations require that all providers have a Data Universal Numbering System (DUNS) number, a unique nine digit identification number provided by Dun and Bradstreet, in order to receive federal funding. The DUNS number must be included on the **Form A** in the full, legal name or organization block. Agency proposals without a DUNS number will not be reviewed.

The provider is presumed to be familiar with all Federal, State and local laws, ordinances, codes, rules, and regulations that may in any way affect the delivery of services.

Q. PERSONNEL

In submitting their proposals, the Applicant(s) is representing that the personnel described in their proposal shall be available to perform services described, barring illness, accident, or other unforeseeable events of a similar nature, in which case, the provider must be able to provide a qualified replacement. The City of Norfolk must be notified of all changes in personnel within five (5) working days of the change. A copy of all resumes for staff representing personnel changes must accompany this notification. Furthermore, all personnel shall be considered, at all times, the sole employees of the provider under its sole direction, and not employees or agents of the City of Norfolk.

R. CERTIFICATIONS, ASSURANCES, CASH FLOW COMMITMENT AND PUBLIC ENTITY CRIMES

No Applicant shall be awarded or receive a City contract unless such applicant has submitted and completed all Certifications, Assurances, Cash Flow Commitments and other forms.

S. ORGANIZATIONAL EFFICIENCY

If an applicant has a history of poor performance, is not financially stable, has a management system that does not meet the standards prescribed by the Federal OMB Circular A-110, or has not conformed with the terms and conditions of a previous award, the City may impose additional requirements as needed, provided that such applicant is notified in writing as to: the nature of the additional requirements, the reason they are being imposed, the nature of the corrective action needed, the time allowed for completing the corrective actions, and the method for requesting reconsideration of the additional requirements imposed.

T. AMERICANS WITH DISABILITIES (ADA)

Applicants must meet all the requirements of the Americans With Disabilities Act (ADA), which shall include, but not be limited to, posting a notice informing service recipients and employees that they can file a complaint of ADA violations directly with the Equal Employment Opportunity Commission (EEOC).

U. NON-EXPENDABLE PROPERTY

Non-expendable property is defined as tangible property of a non-consumable nature that has an acquisition cost of $500 or more per unit, and an expected useful life of at least one year (including books). All such property purchase requested in your proposal shall include a description of the property, the model number, manufacturer, and cost.

V. PRIME PROVIDER RESPONSIBILITIES

The provider shall act as an independent contractor and is responsible for all FICA, State and Federal taxes and complying with all laws governing such.

The provider's performance assessment shall include but not limited to the quality of services delivered and their ability to deliver services within established timeframes.

The provider will monitor grant-supported activities to assure that adequate progress is being made towards achieving objectives.

W. ADDITIONAL ASSURANCES AND FORMS

Complete and sign the Assurances, SF 424B (Form G).
Complete and sign the Certifications, PHS 5161-1(Form H).
Complete and sign the Cash Flow Commitment (Form I).
Complete the Agency Demographic Form (Form J).

TOTAL COST OF IRFP $_____

A. **Issuing Office**

City of Norfolk
Office of the Purchasing Agent
Attn: Michelle Purkett, CPPB, VCO
232 Main Street, Suite 250
Norfolk, VA 23510
Telephone: (757) 664-4787
Fax: (757) 664-4018
michelle.purkett@norfolk.gov

B. **Contract Term**

Each proposal shall be signed by an official authorized to bind the consultant and shall contain a statement that the proposal is firm for the one hundred twenty (120) days immediately following the date of submission of the sealed proposals. At the end of the 120-day period, the proposal may be withdrawn at the written request of the consultant. If the proposal is not withdrawn, it will remain in effect until an award is made or the solicitation is cancelled.

C. **Contact with City Staff, Representatives, and/or Agents:**

Direct contact with City staff, representatives, and/or agents other than the Issuing Office staff on the subject of this IRFP or any subject related to this IRFP is expressly prohibited except with the prior knowledge and permission of the Purchasing Agent.

D. **Offerors of Record:**

Offerors receiving a copy of this IRFP from a source other than the Issuing Office via **www.DemandStar.com** must contact the Issuing Office and provide Offeror's name, address, contact person, telephone and fax number, and the IRFP Item Number. Offeror will be added to the DemandStar Planholders' list and will receive notification of any addenda to the IRFP.

E. **Questions and Addenda**

Contractors shall carefully examine this IRFP and any addenda. Offerors are responsible for seeking clarifications, in writing, of any ambiguity, conflict, omission, or other errors in this IRFP. Questions should be addressed to the Purchasing Agent. If the answer materially affects the IRFP, the information will be incorporated into an addendum and posted on www.demandstar.com. This IRFP and any Addenda shall be incorporated, by reference, into any resulting contract. Offeror is responsible for checking the DemandStar web site or contacting the Issuing Office within 48 hours prior to the proposal closing to secure any Addenda issued as part of this IRFP.

The deadline for submitting questions under this IRFP is **12:00 Noon, July 11, 2014**. Oral comments and / instructions do not form a part of this IRFP. Fax and e-mail are for questions only. Proposals submitted via fax or e-mail will not be accepted.

F. **Changes or Modifications:**

Changes or modifications to this IRFP made prior to the date and time of closing will be addressed by addenda from the Issuing Office. Offerors are to acknowledge receipt of addenda in the space provided on the cover page of this IRFP. Oral communications are not a part of the IRFP or Proposal documents. This IRFP and any addenda shall be incorporated, by reference, into any resulting contract.

G. **IRFP Closing:**

Offeror shall ensure its Proposal is time stamped by the Issuing Office no later than the Closing Date and Time shown on the cover page of this IRFP. Proposals received after the specified date and time (time stamped 2:01 P.M. or later) will not be considered and will be returned to the Offeror unopened.

H. **Proposal Submittal Requirements:**

1. Each Proposal shall be submitted to the Issuing Office and shall include the following documents:
   a. The cover page of this IRFP, which will contain:
      1) Original signature of an agent authorized to bind the company;
      2) Requested contact information;
      3) Company FEI/TIN number; and,
      4) Acknowledgment of any addenda on page one (1);
   b. Pricing Schedule;
   c. Business Classification form; and
   d. Attachments A - G
2. Offerors are encouraged to submit their Proposals on recycled paper and to use double-sided copying.
3. Proposals must be submitted utilizing the following requirements:
   a. Offerors shall submit proposals in a sealed envelope or package, and clearly label the shipping/mailing packaging as well as the outside of your envelope or package with the IRFP number, date and time of the IRFP closing, and the Offeror's name and address. **Proposals received by telephone, facsimile, or any other means of electronic transfer shall not be accepted.**
   b. Submit the original and five (5) copies of the proposal with a separate copy on electronic media. The original must be marked "Original".
   c. All proposals shall be received and time stamped in the Issuing Office no later than the Closing Date and Time shown on the cover page of this Informal Request for Proposal. Any proposal received after the specified date and time (2:01 PM EST or later) will not be considered and will be returned to the Offeror unopened.
   d. Proposals must include all elements noted in the "Preparation of Proposals" section below.

e. Include a statement setting forth the basis for protection of all proprietary information, if any.
f. Proposals are to be organized in the following tabs:
   Tab 1 – Description of Organization
   Tab 2 – Service Coordination
   Tab 3 – Statement of Need
   Tab 4 – Description of Service
   Tab 5 – Service Implementation Plan
   Tab 6 – Quality Management
   Tab 7 -- Budget
   Tab 8 – Audit/ Financial Statement

I. **Evaluation of Proposals:**

1. After the proposals are opened and initially evaluated, the City will select for further consideration two or more Offerors deemed to be fully qualified and best suited among those submitting proposals based on Offerors' responses to the information requested in this IRFP.
2. The following criteria will be used in the evaluation process:
   a. Experience
   b. Services to be Provided
   c. Capabilities and Skills
   d. Prices/Fees
3. Based on the initial evaluation, the City may request the selected Offerors to make oral presentations. Thereafter, the City will conduct negotiations with each of the selected short-listed Offerors. Individuals representing the Offeror during negotiations shall have the authority to negotiate and contractually bind the company to a contract.
4. After negotiations are completed, the City will select the Offeror(s) who, in City's opinion, has made the best proposal and shall award the contract(s) to that Offeror (referred to in this IRFP as the Successful Offeror). Should the City determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror.
5. The City is not required to furnish a statement of the reason(s) why a proposal was not deemed to be the most advantageous.

J. **Presentation/Demonstration:**

If in the City's opinion, offeror presentations or demonstrations of the Offerors' proposal are warranted, the City will notify the appropriate vendors. Such presentation or demonstration will be at a City site at a date and time mutually agreed to between the City and Offeror and will be at the Offeror's expense.

K. **Preparation of Proposals:**

In presenting their proposals, Offerors are encouraged to be thorough in addressing the specific requirements and scope of work in the IRFP, the Proposal Submittal Requirements, and the Preparation of Proposals items outlined in this IRFP.

To facilitate the City's evaluation of Offeror's proposal, Offeror should number all pages of its proposal and provide tabs as indicated above. **Offeror must fully address each of the following items and submit proposals using the following format:**

1. Experience - Provide a concise description of all work experiences as it relates to the scope of work outlined herein. Said description should include, but not be limited to:
   a. Offeror's established experience record in providing comparable services to organizations similar to the City.
   b. Number and types of customers the Offeror has served with comparable services.

c. Number of years Offeror has been providing these types of services.
d. A **minimum** of five (5) current and previous clients for which Offeror has completed services comparable to those described in this IRFP. Include references for work performed in an environment comparable to the performance environment necessary under this resulting contract. For each reference, detail:
   - Name of firm;
   - Address of firm;
   - Name, title, address, e-mail address, and phone and fax number of a contact for the firm;
   - Number of years Offeror has served the client; and
   - Brief summary of scope of services provided.
e. Information detailing projects of similar scope Offeror is currently engaged in, including:
   - Name of firm;
   - Address of firm;
   - Name, title, address, e-mail address, and phone and fax number of a contact for the firm;
   - Number of years Offeror has served the firm; and
   - Brief summary of scope of services being provided.
f. Other available documentation to verify Offeror's experience.
g. A statement detailing why the Offeror is the best candidate to provide the City with the services requested in this IRFP.

2. Capability and skill - Describe the qualifications and skills of the organization to provide the services. Said description should provide, but not be limited to, the following information:
   a. Background information about the organization, e.g., philosophy, ownership, size, facilities and locations, etc.
   b. Offeror's management structure of the firm -- e.g. organization chart of the firm, project team, etc.
   c. Size and location of the office that will serve the City;
   d. Offeror's qualifications to perform the services, including all resources available to Offeror for the performance of the contract.
   e. Qualifications and resumes of the employees who will be managing and performing the services under this contract.
   f. Offerors must include a biography of the individual or firm and/or primary person(s) expected to perform services for the City in sufficient detail to allow a reasonable evaluation of the relative capability of the individuals and/or firm participating in the services to the City. Proposals must clearly identify the principal person that will be assigned to the City.
   g. Name, title, address, e-mail address, phone and fax numbers, and work hours of the Offeror's Contract Representative for the following functions:
      - Contact for prompt contract administration upon award of the contract;
      - Contact during the period of evaluation;
      - Authorized agent to accept any notices provided for in this contract.
   h. Indicate the type of organization you represent, i.e. individual, partnership or corporation. If the Offeror is a corporation, list the names of the President, Vice-President, Secretary, Treasurer and all principals. If the Offeror is a partnership, include the names of all principals or partners.
   i. A detailed history of all mergers or acquisitions.
   j. A copy of the certificate verifying the firm is registered to do business in the Commonwealth of Virginia.
   k. A detailed list of contractor licenses held, including license class and number and program licenses.
   l. Offeror's current financial condition. Provide supporting documentation and audited annual reports for the past three (3) years. If company is privately held, supply sufficient information to

document the company's financial status and capability to perform under the contract resulting from this IRFP. Include any financial ratings held by the firm.

m. If Offeror intends to subcontract any part of the work under the contract resulting from this IRFP, indicate services to be subcontracted and subcontractor(s) to provide said services.

3. Services to be Provided - Provide a detailed description of the services to be provided under the contract resulting from this IRFP. Said description is to address, at a minimum:
   a. An introduction - An overview of Offeror's understanding of the scope of work and services to be provided.
   b. Best practice approaches to providing services to the City that enhance efficiency and effectiveness. Innovative solutions will be considered by the City.
   c. **EACH** of the ***Specific Requirements*** and ***Scope of Work*** specified in this IRFP.
   d. Detailed approach to how offeror's program/services will be provided, in accordance with the requirements, terms, and conditions of this IRFP.
   e. A detail of any assistance, equipment, or other items the Offeror will require the City to furnish under the contract resulting from this IRFP.
   f. A statement explaining why the Offeror's proposed solution would be the most advantageous to the City.
   g. Describe the one attribute that places the Offeror ahead of the competition.

4. Price
   a. Complete and submit with the proposal the Offeror's Pricing schedule that must include all costs, prices, fees, and consequences for additional charges related to the services required under the IRFP.

   b. After negotiations and award of a contract, Successful Offeror's pricing for the services provided under the resulting contract shall be a firm fixed-price during the term of the contract and any extensions and no other charges not specifically stated in the contract will be applicable.

5. Exceptions/Alternatives - Detail any exceptions taken to the ***Scope of Work*** and ***Terms and Conditions*** sections of this IRFP. For each exception, specify the IRFP page number, section number, and the exception taken. Offeror must not incorporate its standard contract document into its proposal, by reference or in full text, without listing each exception it represents to the terms and conditions of this IRFP, as described in the Exceptions/Alternatives section of this IRFP.

L. Proposal Binding For One-hundred Twenty (120) Days:

Offeror agrees that its Proposal shall be binding and may not be withdrawn for a period of one-hundred (120) calendar days after the scheduled closing date of this Informal Request For Proposals.

M. Award

The award of a contract(s) shall be at the sole discretion of the City. Award(s) will be made to the contractor(s) whose proposal is determined to be most advantageous to the City, taking into consideration the evaluation factors set forth in the IRFP. The City reserves the right to accept or reject any or all proposals in whole or in part and to waive informalities. Offerors will submit proposals, in accordance with the IRFP requirements and maintain compliance with all federal, state and local laws and regulations. The City further reserves the right to make award(s) based on initial proposals submitted without further discussion of the proposals or deliberation. Therefore, the proposals should be submitted initially on the most favorable terms that the offerors can propose with respect to both price and technical capability. The contents of the proposal of the selected offerors will be incorporated and made a part of any City contractual obligation when the award(s) is made. Proposals will be initially evaluated on the basis of the written material provided, with

clarification as needed through telephone calls or e-mails to offerors. The City may request offerors to conduct a presentation, using methods determined to be in the best interest of the City, if determined to be necessary by the City.

N. Disposition of Proposals

All materials submitted in response to this IRFP will become the property of the City. One (1) copy of each proposal shall be retained for official files and will become a public record after the award and open to public inspection. It is understood that the proposal will become a part of the official file on this matter without obligation on the part of the City except as to the disclosure restrictions contained in Section I, I. "Disclosure."

O. Disclosure

In compliance with the Code of the City of Norfolk, Virginia Section 33.1-9, trade secrets or proprietary information submitted by contractors in connection with a procurement shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the contractors must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the specific area or scope of data or other materials to be protected and state the reasons why protection is necessary. An all-inclusive statement that the entire proposal is proprietary is unacceptable and will not be honored. A statement that costs are to be protected is unacceptable and will be disregarded.

P. Cost Incurred In Responding

This solicitation does not commit the City to pay any costs incurred in the preparation and submission of proposals or in making necessary studies or designs for the preparation thereof, nor to procure or contract for services.

SECTION V - ADDITIONAL TERMS AND CONDITIONS

A. Prime Contractor Responsibility

Offerors may propose services that are provided by others, but any services proposed must meet all of the requirements of this IRFP.

If the Offerors' proposal includes services provided by others, the successful offeror(s) shall be required to act as the prime contractor for all such items and must assume full responsibility for the procurement, delivery and quality of such services. The prime contractor shall be considered the sole point of contact with regard to all stipulations, including payment of all charges and the meeting of all requirements of this IRFP.

B. Subcontractors

Contractor's use of subcontractors and the work they are to perform must receive written approval from the Contract Administrator at least five (5) calendar days prior to the work being performed. Contractor shall be solely responsible for all work performed and materials provided by subcontractors. Contractor shall be responsible for the liability of subcontractors for the types and limits required of the Contractor.

C. Governing Law and Venue

This procurement shall be governed by the laws of the Commonwealth of Virginia and the City of Norfolk. Venue shall be in Norfolk, Virginia.

D. Anti-Collusion

Collusion or restraint of free competition, direct or indirect, is prohibited. Contractors are required to execute the anti-collusion statement. See Attachment A.

E. Ethics in Public Contracting

The contractor shall familiarize itself with Chapter 33.1, Article VII (Sections 33.1-86 through 33.1-93) of the Code of the City of Norfolk, Virginia, 1979, as amended, entitled "ETHICS IN PUBLIC CONTRACTING," including the additional statutes set forth in Section 33.1-86 thereof, which are attached. The contractor shall abide by such provisions in submission of its proposal and performance of any contract awarded. See Attachment B.

F. Nondiscrimination

The contractor agrees that it will adhere to the nondiscrimination requirements set forth in Code of the Norfolk City Section 33.1-53, which will be incorporated into any contract awarded. See Attachment C.

G. Debarment Certification

The certification regarding debarment, suspension, proposed debarment, and other responsibility matters attached to this IRFP must be executed and returned with proposal documents. See Attachment D.

H. Insurance Requirements

1. Contractor shall submit to the Issuing Office Certificates of Insurance, prior to beginning work under this contract and no later than five (5) days after award of the contract.
2. All policies of insurance required herein shall be written by insurance companies licensed to conduct the business of insurance in Virginia, and acceptable to the City, and shall carry the provision that the insurance will not be cancelled or materially modified without thirty days (30) prior written notice to City of Norfolk.
3. The certificates of insurance shall list the City of Norfolk, 810 Union Street, Norfolk, Virginia, 23510, as the additional insured for the specified project as outlined in this IRFP.

Insurance shall be maintained during the entire term of the resulting contract and any extensions and shall be of the following forms and limits:

Forms	Limits
Workers' Compensation	Statutory
Automobile Liability	$1,000,000 Combined Single Limit
Commercial General Liability, including Contractual Liability and Products and Completed Operations Coverage	$3,000,000 Combined Single Limit
Professional Liability	$1,000,000 Combined Limit
Umbrella/Excess Liability	$1,000,000

The establishment of minimum limits of insurance by the City does not reduce or limit the liability or responsibilities of the Successful Offeror.

I. Hold Harmless Agreement

The contractor shall indemnify and save harmless the City of Norfolk and its representatives from and against all losses and claims, demands, suits, actions, payments, and judgments arising from personal injury or otherwise, brought or recovered against the City and its representative by reason of any act, negligence or omission of the Contractor, its agents, servants or employees, in the execution of the contracted work,

including any and all expense, legal and otherwise, incurred by the City or its representatives in the defense of claim or suit.

J. Termination

The City may terminate the services requested herein upon thirty (30) days written notice to the successful contractor(s). In the event of breach, the City shall immediately rescind, revoke, or terminate any contract resulting from this IRFP. In the event of termination, all documents and other materials related to the performance of this work will become the property of the City of Norfolk.

K. Compliance with Federal Immigration Law

The contractor shall certify that, at all times during which any term of an agreement resulting from this solicitation is in effect, it does not and shall not knowingly employ any unauthorized alien. For purposes of this section, an "unauthorized alien" shall mean any alien who is neither lawfully admitted for permanent residence in the United States nor authorized to be employed by either Title 8, section 1324a of the United States Code or the U.S. Attorney General. See Attachment E.

L. Compliance with State Law – Authorization to Transact Business in the Commonwealth

Contractor hereby represents that it is organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership and is authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law. See Attachment F.

M. Cooperative Purchasing

The procurement of goods and/or services provided for in this Contract is being conducted pursuant to Virginia Code Section 2.2-4304. Therefore, the Contractor agrees that it will contract with any other public agency or body in the Commonwealth of Virginia who so desires, to permit those public agencies or bodies to purchase such goods and/or services at contract prices, in accordance with the terms, conditions, and specifications of this procurement. The Contractor shall deal directly with each public agency or body seeking to obtain any goods and/or services pursuant to this Contract or from this procurement and in accordance with Virginia Code Section 2.2-4304. The City of Norfolk shall not be responsible or liable for any costs, expenses, or any other matters of any type to either the Contractor or the public agency or body seeking to obtain any goods and/or services pursuant to this cooperative procurement provision. Each entity shall be responsible for the administration of its individual contract with the Contractor."

N. Equal Opportunity Business Development

It is the policy of the City to facilitate the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities and to encourage their participation in the procurement activities within the Hampton Roads area. Toward that end, the City encourages these firms to compete and encourages non-minority firms to provide for the participation of small businesses and businesses owned by women and minorities through subcontracting, partnerships, joint ventures, and other contractual opportunities. All contractors are requested to include a statement in its proposal response indicating the planned use of such businesses in fulfilling any resulting contract.

Business Classification

Is your company a minority or woman owned business? Yes/No
If yes, please check the appropriate category:

Female	Male
___African American	___ African American
___ Hispanic	___ Hispanic
___ Asian American	___ Asian American
___ American Indian	___ American Indian
___ Eskimo	___ Eskimo
___ Aleut	___ Aleut
___ Caucasian	___ Other
___ Other	

O. Subcontracting Opportunities for Small, Women Owned, Minority Business Enterprises and Disabled Veterans

All prime contractors are requested to furnish the following information regarding participation of small, women owned, minority business enterprises and disabled veterans:

1. Proposed Name of your Subcontractor(s)
2. Proposed Minority Category of Subcontractor(s) - please check the appropriate category(ies)

_ African American (male)	_ African American (female)
_ Hispanic (male)	_ Hispanic (female)
_ Asian American (male)	_ Asian American (female)
_ American Indian (male)	_ American Indian (female
_ Eskimo (male)	_ Eskimo (female)
_ Aleut (male)	_ Aleut (female)
_ Other (male)	_ Caucasian (female)
	_ Other (female)

3. Proposed Amount of Subcontracts:_____(Please fill in)
4. Proposed Description of commodity (e.g., masonry, hauling, insulation)
5. Proposed Description of Project
6. Proposed Total value of awards to all subcontractors
7. Proposed Total Number of minority subcontracts awarded
8. If you do not propose the use of any subcontractors, please check here ____.

P. Solicitation

The contractor will not solicit, entice, hire, or otherwise interfere with the employment relationship of any employees of the City with whom the Contractor comes into contact as a result of work under this procurement during the term of any resulting contract and for six (6) months thereafter.

Q. Reserved

R. Drug Free Workplace

The City of Norfolk is a drug-free workplace, and as a condition of continued service on the contract, any vendor personnel assigned to this project may be required to submit to an alcohol/drug test at any time.

The Contractor acknowledges and certifies that it understands that the following acts by the Contractor, its employees or agents performing services on City property are prohibited:

1. The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and

2. Impairment from the use of alcohol or drugs (except the use of drugs for legitimate medical purposes as directed by a physician).

S. Norfolk Businesses

It is the policy of the City to support Norfolk businesses and workforce development and it encourages companies with corporate offices in the Norfolk area and which employ Norfolk residents to compete for Norfolk contracts. Contractors are asked, as part of their submission, to declare its location and detail its employment of Norfolk residents.

ATTACHMENT A - ANTI-COLLUSION STATEMENT

TO ALL VENDORS: EXECUTE AND RETURN WITH PROPOSAL DOCUMENTS.

In the preparation and submission of this proposal, on behalf of _____(name of vendor), we did not either directly or indirectly enter into any combination or arrangement with any person, firm or corporation, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free competition in violation of the Sherman Anti-Trust Act, 15 USCS Sections 1 et seq., or the Conspiracy to Rig Bids to Government statutes, Virginia Code Sections 59.1-68.6 through 59.1-68.8.

The undersigned vendor hereby certifies that this agreement, or any claims resulting there from, is not the result of, or affected by, any act of collusion with, or any act of, another person or persons, firm or corporation engaged in the same line of business or commerce; and, that no person acting for, or employed by, the City of Norfolk has an interest in, or is concerned with, this proposal; and, that no person or persons, firm or corporation, other than the undersigned, have or are interested in this proposal.

Signature: _____

Name: _____

Title: _____

Date: _____

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ATTACHMENT B - ETHICS IN PUBLIC CONTRACTING

Sec. 33.1-86. Purpose (Virginia Code §2.2-4367).

The provisions of this chapter supplement, but do not supersede, other provisions of law including, but not limited to, the State and Local Government Conflict of Interests Act [Virginia Code Sec. 2.1-347 to Sec. 2.1-358], the Virginia Governmental Frauds Act [Virginia Code Sec. 18.2-498.1 to Sec. 18.2-501], and statutory prohibitions against bribery [Virginia Code Sec. 18.2-438 to Sec. 18.2-450]. The provisions of this article apply notwithstanding the fact that the conduct described may not constitute a violation of the State and Local Government Conflict of Interests Act. (Ordinance No. 34,573, 2, 8/1/87).

Sec. 33.1-87. Proscribed participation by public employees in procurement transactions (Virginia Code §2.2-4369) (Ord. No. 34,573, 2, 8/1/87).

No public employee having official responsibility for a procurement transaction shall participate in that transaction on behalf of the city when the employee knows that:

1. The employee is contemporaneously employed by a bidder or contractor involved in the procurement transaction; or

2. The employee, the employee's partner, or any member of the employee's immediate family holds a position with a bidder or contractor such as an officer, director, trustee, partner or the like, or is employed in a capacity involving personal and substantial participation in the procurement transaction, or owns or controls an interest of more than five percent; or

3. The employee, the employee's partner, or any member of the employee's immediate family is negotiating, or has an arrangement concerning, prospective employment with a bidder or contractor.

Sec. 33-1-88. Solicitation or acceptance of gifts (Virginia Code §2.2-4371).

No public employee having official responsibility for a procurement transaction shall solicit, demand, accept, or agree to accept from a bidder, contractor or subcontractor any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal or minimal value, present or promised, unless consideration of substantially equal or greater value is exchanged. The city may recover the value of anything conveyed in violation of this section.

Sec. 33.1-89. Disclosure of subsequent employment (Virginia Code §2.2-4370).

No public employee or former public employee having official responsibility for procurement transactions shall accept employment with any bidder or contractor with whom the employee or former employee dealt in an official capacity concerning procurement transactions for a period of one year from the cessation of employment by the city unless the employee, or former employee, provides written notification to the city manager prior to commencement of employment by that bidder, PPEs or contractor.

Sec. 33.1-90. Gifts by bidders, contractors, or subcontractors (Virginia Code §2.2-4371).
No bidder, contractor, or subcontractor shall confer upon any public employee having official responsibility for a procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value present or promised, unless consideration of substantially equal or greater value is exchanged.

Sec. 33.1-91. Kickbacks (Virginia Code §2.2-4372).

1. No contractor or subcontractor shall demand or receive from any of his suppliers or his subcontractors, as an inducement for the award of a subcontract or order, any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged.

2. No subcontractor or supplier shall make, or offer to make, kickbacks as described in this section.

3. No person shall demand or receive any payment, loan, subscription, advance, deposit of money, services or anything of value in return for an agreement not to compete on a public contract.

4. If a subcontractor or supplier makes a kickback or other prohibited payment as described in this section, the amount thereof shall be conclusively presumed to have been included in the price of the subcontract or order and ultimately borne by the city and will be recoverable from both the maker and recipient. Recovery from one offending party shall not preclude recovery from other offending parties.

Sec. 33.1-92. Purchase of building materials, supplies or equipment from architect or engineer prohibited (Virginia Code §2.2-4374).
Except in cases of emergency, no building materials, supplies or equipment for any building or structure constructed by or for the city shall be sold by or purchased from any person employed as an independent contractor by the city to furnish architectural or engineering services, but not construction, for such building or structure, or from any partnership, association, or corporation in which such architect or engineer has a pecuniary interest.

Sec. 33.1-93. Penalty for violation (Virginia Code §2.2-4377).

Willful violation of any provision of this article shall constitute a class 1 misdemeanor. Upon conviction, any public employee, in addition to any other fine or penalty provided by law, shall forfeit his employment.

Initial:_____

ATTACHMENT C - NONDISCRIMINATION

Sec. 33.1-53. Employment discrimination by contractor prohibited (Virginia Code §2.2-4311)

Every contract over $10,000 shall include or incorporate by reference the following provisions:

1. During the performance of this contract, the contractor agrees as follows:

a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

c. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

1. The contractor will include the provisions of the foregoing paragraphs a, b, and c in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

Initial: _____

ATTACHMENT D - DEBARMENT CERTIFICATION

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

I. **CERTIFICATION.**

The Bidder certifies, to the best of its knowledge and belief, that—

(i) The Bidder and/or any of its Principals—

(A) Are __ are not __ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal, state or local agency;

(B) Have __ have not __, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are __ are not __ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Bidder has __ has not __, within a three-year period preceding this offer, had one or more contracts terminated for default by any federal, state or local agency.

"Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (*e.g.,* general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

II. **INSTRUCTIONS.**

a. The Bidder shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

b. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Bidder's responsibility. Failure of the Bidder to furnish a certification or provide such additional information as requested by the appropriate City purchasing official may render the Bidder non-responsible.

c. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of a Bidder is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

d. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Bidder/PPEs knowingly rendered an erroneous certification, in addition to other remedies available to the City, the appropriate City purchasing official may terminate the contract resulting from this solicitation for default.

III. **NOTICE.**

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

Signature: _____

Name: _____

Title: _____

Date: _____

ATTACHMENT E - COMPLIANCE WITH FEDERAL IMMIGRATION LAW

I. **CERTIFICATION.**

The Bidder/Vendor certifies, to the best of its knowledge and belief, that -

The Bidder/Vendor and/or any of its Principals at all times during which any term of this Agreement is in effect, (Please fill in with your enterprise's complete name)

_____

____does not and shall not knowingly employ any unauthorized alien. For purposes of this section, an "unauthorized alien" shall mean any alien who is neither lawfully admitted for permanent residence in the United States nor authorized to be employed by either Title 8, section 1324a of the United States Code or the U.S. Attorney General.

II. **INSTRUCTIONS.**

a. The Bidder/Vendor shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Vendor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

b. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Bidder's/Vendor's responsibility. Failure of the Bidder/Vendor to furnish a certification or provide such additional information as requested by the appropriate City purchasing official may render the Bidder/Vendor non-responsible.

c. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of a Bidder/Vendor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

d. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Bidder/Vendor knowingly rendered an erroneous certification, in addition to other remedies available to the City, the appropriate City purchasing official may terminate the contract resulting from this solicitation for default.

III. **NOTICE.**

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, Title 18, United States Code.

Signature: _____

Name: _____

Title: _____

Date: _____

ATTACHMENT F - COMPLIANCE WITH STATE LAW – AUTHORIZATION TO TRANSACT BUSINESS IN THE COMMONWEALTH

I. **CERTIFICATION.**

A. The Offeror/Vendor (Please fill in with your enterprise's complete name)

_____

_____ certifies that it is organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50.

The identification number issued to Offeror/Vender by the State Corporation Commission:

_____

B. Offeror/Vendor that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall describe why it is not required to be so authorized:

_____

_____

II. **INSTRUCTIONS.**

a. The Offeror/Vendor shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Vendor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

b. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's/Vendor's responsibility. Failure of the Offeror/Vendor to furnish a certification or provide such additional information as requested by the appropriate City purchasing official may render the Offeror/Vendor non-responsible.

c. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror/Vendor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

d. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror/Vendor knowingly rendered an erroneous certification, in addition to other remedies available to the City, the appropriate City purchasing official may terminate the contract resulting from this solicitation for default.

Signature:_____

Name:_____

Title:_____

Date:_____

Greater Hampton Roads HIV Health Services Planning Council Directives to Part A Grantee

I. GRANT ADMINISTRATION

DIRECTIVE 1.1 - TO FACILITATE COST EFFECTIVENESS AND FULL EXPENDITURE OF FUNDING ACROSS ALL SERVICE CATEGORIES

The Grantee must ensure that prioritized funded services are available to all people living with HIV/AIDS in all regions of the TGA. The Grantee will utilize service categories, service category definitions and percentages as approved by the Planning Council. The Grantee shall produce a financial report to the Council. The report will show the final allocations. The Grantee shall produce no less than a quarterly report, and submit the report to the Priorities, Resource and Allocation Committee and Planning Council.

DIRECTIVE 1.2 – RAPID REALLOCATION TOOL FOR THE GRANTEE

The Grantee may rapidly reallocate funds without Planning Council consent based on the following conditions:

1. Up to 10% of the service category allocation
2. Service category reallocations may occur after the second quarter of the grant year (August 31st)
3. Service category reallocations can be made from support to support and core to core services.

The Grantee will report reallocations to PSRA Committee at the next scheduled committee meeting following the reallocation.

II. GENERAL CONTRACTOR RESPONSIBILITIES

DIRECTIVE 2.1 – TO FACILITATE DEVELOPMENT OF AND ADHERENCE TO THE TGA's STANDARDS OF CARE

All Ryan White Part A funded service providers shall adhere to the Standards of Care approved by the Planning Council and developed in partnership with the Grantee.

The Grantee shall monitor data collection and quality of care, produce a quarterly report in conjunction with the Care Strategy Committee, and submit the report to the Planning Council.

DIRECTIVE 2.2 – TO FACILITATE SERVICE UTILIZATION DATA

The Grantee shall monitor data collection and utilization data and produce a quarterly report to the Care Strategy Committee and to Priorities, Resource and Allocation Committee for the purpose of the Priority Setting and Resource Allocation process.

The quarterly report to Care Strategy shall consist of: 1) Newly Diagnosed 2) New to Care 3) Returned to Care. The report shall also contain demographic information such as age; gender; transmission mode; race and ethnicity.

Form A

PROPOSAL FORM

Full, Legal Name or Organization, and DUNS #	Local Address of Organization
Telephone Number	Fax Number & E-Mail

Name of Contact	Telephone Number

Proposed Service(s)	Total $$ Requested	Proposed Service(s)	Total $$ Requested

I certify that all of the information contained in this proposal is true and accurate. I further understand that material omission or false information contained in this proposal constitute grounds for disqualification of the Applicant(s) and this proposal.

Signature	**Title**
Typed Name	**Date**

Form B

PROPOSAL COMPLETION CHECKLIST

Proposal Form	
Proposal Completion Checklist	
Table of Contents	
Letter to Purchasing Director	
Description of Organization	
Service Coordination	
Statement of Need	
Description of Service(s)	
Service Implementation Plan	
Quality Management Plan and Program Evaluation	
Budget	
Audit/Financial Statements	
Ethics in Public Contracting	
Non-Discrimination	
Anti-Collusion	
Agency Demographics	
Assurances	
Certification	
Cash Flow Commitment	
Workman's Compensation and Liability Insurance	
Grievance Procedure	
Client Satisfaction Survey	
Linkage of Agreements	
Agency Organizational Chart	
Staff Resumes and Position Job Description	

Form C
Provider Name:

Service Work Plan

SERVICE AREA: _____

APPLICANT: _____ **AREA TO BE SERVED:** _____

OBJECTIVE(S)	ACTIVITIES	START DATE	END DATE	NON-DUPLICATING STATEMENT
1. Objective: Identify units of tangible services and # of unduplicated clients to be served. Define a unit of service. 2. Impact Statement: When the objective is accomplished what impact will it have?	Describe the sequential steps to be taken to accomplish the objective.			Indicate any other program in your agency or other agencies in the community, which provides similar services. Explain how you will avoid duplication of services, or why additional units of services are needed.
Unit of Service =				

BUDGET

Proposed Service: _____

Agency Name: _____

Budget Period: _____ to _____

Category	Administration	Program	Total Amount	FY 14 Total Unit Cost	FY15 Projected Unit Cost
A. Personnel					
B. Fringe Benefits					
C. Travel					
D. Equipment					
E. Supplies					
F. Contractual					
G. Other					
Total					

SAMPLE BUDGET

Proposed Service: Case Management
Agency Name: XYZ Clinic

Budget Period: August 1, 2014 **to** February 28, 2015

Category	Administration	Program	Amount	FY 14Total Unit Cost	FY15 Projected Unit Cost
A. Personnel	$5,868.00	$47,895.00	$53,763.00	$8.49	
B. Fringe Benefits	$997.00	$9,861.00	$10,858.00	$1.72	
C. Travel		$2,712.00	$2,712.00	$0. 43	
D. Equipment					
E. Supplies		$2,120.00	$2,120.00	$0.33	
F. Contractual					
G. Other		$1,092.00	$1,092.00	$0.17	
Total	$6,865.00	$63,680.00	$70,545.00	$11.14	

BUDGET NARRATIVE FOR ADMINISTRATION AND DIRECT SERVICES

Name of Contractor: _____
Service: _____

Number of Clients to be served: _____
Age Range of Clients to be served: _____
Number of Units to be provided: _____

A	Personnel	Administration	Program	FY 14 Total Unit Cost	FY15 Projected Unit Cost
	Total Personnel Cost				

B	Fringe Benefits				

C	Travel				

D	Equipment				

E	Supplies				

F	Contractual				

G	Other – List each item				
	Total Other				

TOTAL CONTRACT AMOUNT: _____

Form E

SAMPLE BUDGET NARRATIVE FOR ADMINISTRATION AND DIRECT SERVICES

Name of Contractor: XYZ Clinic
Service: Case Management
Contract to provide case management services to eligible HIV+ individuals in Jones County to assess client needs and develop access for client services.

Number of Clients to be served: **161**
Age Range of Clients to be served: **13 - 19**
Number of Units to be provided: **6,330**

A	**Personnel**	**Administration**	**Program**	**Total Costs**
	Executive Director – John Smith – 1 FTE @ $40,000 x 5%. Responsible for overall agency management.	$2,000.00		$2,000.00
	Case Manager, Sr. – John Doe – 1 FTE @ $25,300 x 100% (Full time) Serves 60 clients. Evaluates needs and develops individual plans, makes referrals, monitors progress, reviews plan with supervisor.		$25,300.00	$ 25,300.00
	Case Manager – Jane Doe – 1FTE @ $22,595 x 100% (Full time) Serves 50 clients. Evaluates needs and develops individual plans, makes referrals, monitors progress reviews plan with supervisor.		$22,595.00	$22,595.00
	Finance Manager – John Jones – 1 FTE at $29, 750 x 16% (Part time) Pays bills, issues payroll, administers accounts payable and receivable, prepares Ryan White Title I billing and associated reports.	$3,868.00		$3,868.00
	Total Personnel	$5,868.00	$47,895.00	$53,763.00

B	**Fringe Benefits**			
	Employer paid costs for social security, Medicare taxes, retirement, hospitalization etc.	$997.00	$9,861.00	$10,858.00

C	**Travel**			
	Local travel for home visits, 9,352 miles x $.29/mile		$2,712.00	$2,712.00

D	**Equipment**			
	None		$0.00	$0.00

E	**Supplies**			
	Purchase of various office supplies, i.e., binders and dividers for client files, copier paper, and printer ink cartridges.		$2,120.00	$2,120.00

F	**Contractual**			
	None – All services will be provided by the agency.		$0.00	$0.00

G	**Other – List each item**			
	Telephone Line Charges - $55/mo		$660.00	$660.00
	Printing Charges - $12/mo		$144.00	$144.00
	Postage Costs - $24/mo		$288.00	$288.00
	Total Other		$1,092.00	$1,092.00

TOTAL CONTRACT AMOUNT	$ 6,865.00	$ 63,680.00	$ 70,545.00

Form F

SUMMARY OF FUNDING SOURCES

Period of Title I Contracts: FY 2014 8/1/14 – 2/28/15

NAME OF CONTRACTOR: _____

OBJECT CLASS CATEGORIES	Part A THIS AWARD **	Part B OTHER SOURCES	TITLE II	TITLE III	TITLE IV	HOPWA	CITY AND/OR STATE	GENERAL OPERATING/ PRIVATE	TOTAL BUDGET
PERSONNEL									
FRINGE BENEFITS									
TRAVEL									
EQUIPMENT									
SUPPLIES									
CONTRACTUAL									
OTHER									
TOTAL DIRECT CHARGES									
INDIRECT CHARGES***									
TOTAL COSTS									

- * Use this column to summarize total Title I funding requested for FY 2014.
- List all funding (revenue) sources for the grant period.

Standard Form 424B

OMB Approval No. 0348-0040

ASSURANCES — NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 45 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget. Paperwork Reduction Project (0348-0043), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET, SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

Note: Certain of these assurances may not be applicable to your project or program. If you have questions please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-2S5), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and 111 of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

Standard Form 424B

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. §§ 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-33.3), regarding labor standards for federally assisted construction subagreements.

10.Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.), which prohibits the use of lead based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED

CERTIFICATIONS

1. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The undersigned (authorized official signing for the applicant organization) certifies to the best of his or her knowledge and belief, that the applicant, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

(b) have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the applicant not be able to provide this certification, an explanation as to why should be placed after the assurances page in the application package.

The applicant agrees by submitting this proposal that it will include, without modification, the clause titled "Certification Regarding Debarment, Suspension, In eligibility, and Voluntary Exclusion—Lower Tier Covered Transactions" in all lower tier covered transactions (i.e., transactions with sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76.

2. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The undersigned (authorized official signing for the applicant organization) certifies that the applicant will, or will continue to, provide a drug-free workplace in accordance with 45 CFR Part 76 by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a) above;

(d) Notifying the employee in the statement required by paragraph (a), above, that, as a condition of employment under the grant, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d) (2), with respect to any employee who is so convicted—

Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

For purposes of paragraph (e) regarding agency notification of criminal drug convictions, the DHHS has designated the following central point for receipt of such notices:

Office of Grants and Acquisition Management
Office of Grants Management
Office of the Assistant Secretary for Management and Budget
Department of Health and Human Services
200 Independence Avenue, S.W., Room 517-D
Washington, D.C. 20201

3. CERTIFICATION REGARDING LOBBYING

Title 31, United States Code, Section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," generally prohibits recipients of Federal grants and cooperative agreements from using Federal (appropriated) funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a SPECIFIC grant or cooperative agreement. Section 1352 also requires that each person who requests or receives a Federal grant or cooperative agreement must disclose lobbying undertaken with non-Federal (non-appropriated) funds. These requirements apply to grants and cooperative agreements EXCEEDING $100,000 in total costs (45 CFR Part 93).

The undersigned (authorized official signing for the applicant organization) certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the under- signed, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. (If needed, Standard Form-LLL, "Disclosure of Lobbying Activities," its instructions, and continuation sheet are included at the end of this application form.)

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, U.S. Code.

Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

4. CERTIFICATION REGARDING PROGRAM FRAUD CIVIL REMEDIES ACT (PFCRA)

The undersigned (authorized official signing for the applicant organization) certifies that the statements herein are true, complete, and accurate to the best of his or her knowledge, and that he or she is aware that any false, fictitious, or fraudulent statements or claims may subject him or her to criminal, civil, or administrative penalties. The undersigned agrees that the applicant organization will comply with the Public Health Service terms and conditions of award if a grant is awarded as a result of this application.

5. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated or maintained with such Federal funds. The law does not apply to children's services provided in private residence, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of applicable Federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing the certification, the undersigned certifies that the applicant organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The applicant organization agrees that it will require that the language of this certification be included in any sub awards, which contain provisions for children's services and that all sub recipients shall certify accordingly.

The Public Health Services strongly encourages all grant recipients to provide a smoke-free workplace and promote the non-use of tobacco products. This is consistent with the PHS mission to protect and advance the physical an mental health of the American people.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED

Form I

CASH FLOW COMMITMENT

As the authorized representative of the applicant agency, I hereby certify that our agency has adequate cash available (or access to a credit line) to cover up to two (2) months cash expenses.

_____
Authorized Representative

_____
Business Address

_____
Date

Form J

AGENCY DEMOGRAPHICS

Organization Name:_____

Indicate: _____ Calendar Year _____ Fiscal Year _____ Other	TOTAL AGENCY						HIV/AIDS DIRECT SERVCIES					
	Board of Directors		Staff		Unduplicated clients		Staff		Unduplicated Clients		Other Volunteers	
	#	%	#	%	#	%	#	%	#	%	#	%
White, Not Hispanic												
Black, Not Hispanic												
Hispanic												
Asian/Pacific Islander												
Not Specified												
TOTAL MINORITY												
TOTAL WHITE												
TOTAL WOMEN												
TOTAL MEN												
Gay/Lesbian/Bisexual*												
PLWH/A*												

*Fiscal Year is inclusive of August 1, 2014 – February 28, 2015.

**Give the number of persons on your Board of Directors and HIV/AIDS program staff who openly self-identify as such.

Please indicate whether or not your organization classifies itself as a "minority" organization: YES_____ NO_____.

If your Board of Directors and/or staff are not reflective of the agency's client population, briefly explain any steps to rectify this situation.