

COUNTY OF FRESNO
REQUEST FOR PROPOSAL
NUMBER: 952-5369
PARTNERSHIPS TO IMPROVE COMMUNITY HEALTH
(PICH)

Issue Date: July 30, 2015

Closing Date: SEPTEMBER 8, 2015

Proposal will be considered LATE when the official Purchasing time clock reads 2:00 P.M.

Questions regarding this RFP should be directed to: Gary E. Cornuelle,
phone (559) 600-7114 or e-mail gcornuelle@co.fresno.ca.us.

Check County of Fresno Purchasing's Open Solicitations
website at <https://www2.co.fresno.ca.us/0440/Bids/BidsHome.aspx>
for RFP documents and changes.

Please submit all Proposals to:

County of Fresno - Purchasing
4525 E. Hamilton Avenue, 2nd Floor
Fresno, CA 93702-4599

BIDDER TO COMPLETE

UNDERSIGNED AGREES TO FURNISH THE COMMODITY OR SERVICE STIPULATED IN THE ATTACHED PROPOSAL SCHEDULE AT THE PRICES AND TERMS STATED, SUBJECT TO THE "COUNTY OF FRESNO PURCHASING STANDARD INSTRUCTIONS AND CONDITIONS FOR REQUEST FOR PROPOSALS (RFP'S)" ATTACHED.

COMPANY

ADDRESS

CITY

STATE

ZIP CODE

()

TELEPHONE NUMBER

()

FACSIMILE NUMBER

E-MAIL ADDRESS

SIGNED BY

PRINT NAME

TITLE

COUNTY OF FRESNO PURCHASING

STANDARD INSTRUCTIONS AND CONDITIONS FOR REQUESTS FOR PROPOSALS (RFP'S) AND REQUESTS FOR QUOTATIONS (RFQ'S)

Note: the reference to "bids" in the following paragraphs applies to RFP's and RFQ's

GENERAL CONDITIONS

By submitting a bid the bidder agrees to the following conditions. These conditions will apply to all subsequent purchases based on this bid.

1. BID PREPARATION:

- A) All prices and notations must be typed or written in ink. No erasures permitted. Errors may be crossed out, initialed and corrections printed in ink by person signing bid.
- B) Brand Names: Brand names and numbers when given are for reference. Equal items will be considered, provided the offer clearly describes the article and how it differs from that specified. In the absence of such information it shall be understood the offering is exactly as specified.
- C) State brand or make of each item. If bidding on other than specified, state make, model and brand being bid and attach supporting literature/specifications to the bid.
- D) Bid on each item separately. Prices should be stated in units specified herein. All applicable charges must be quoted; charges on invoice not quoted herein will be disallowed.
- E) Time of delivery is a part of the consideration and must be stated in definite terms and must be adhered to. F.O.B. Point shall be destination or freight charges must be stated.
- F) All bids must be dated and signed with the firm's name and by an authorized officer or employee.
- G) Unless otherwise noted, prices shall be firm for one hundred eighty (180) days after closing date of bid.

2. SUBMITTING BIDS:

- A) Each bid must be submitted on forms provided in a sealed envelope/package with bid number and closing date and time on the outside of the envelope/package.
- B) Interpretation: Should any discrepancies or omissions be found in the bid specifications or doubt as to their meaning, the bidder shall notify the Buyer in writing at once. The County shall not be held responsible for verbal interpretations. Questions regarding the bid must be received by Purchasing stated within this document. All addenda issued shall be in writing, duly issued by Purchasing and incorporated into the contract.
- C) ISSUING AGENT/AUTHORIZED CONTACT: This RFP/RFQ has been issued by County of Fresno, Purchasing. Purchasing shall be the vendor's sole point of contact with regard to the RFP/RFQ, its content, and all issues concerning it.

All communication regarding this RFP/RFQ shall be directed to an authorized representative of County Purchasing. The specific buyer managing this RFP/RFQ is identified on the cover page, along with his or her telephone number, and he or she should be the primary point of

contact for discussions or information pertaining to the RFP/RFQ. Contact with any other County representative, including elected officials, for the purpose of discussing this RFP/RFQ, its content, or any other issue concerning it, is prohibited unless authorized by Purchasing. Violation of this clause, by the vendor having unauthorized contact (verbally or in writing) with such other County representatives, may constitute grounds for rejection by Purchasing of the vendor's quotation.

The above stated restriction on vendor contact with County representatives shall apply until the County has awarded a purchase order or contract to a vendor or vendors, except as follows. First, in the event that a vendor initiates a formal protest against the RFP/RFQ, such vendor may contact the appropriate individual, or individuals who are managing that protest as outlined in the County's established protest procedures. All such contact must be in accordance with the sequence set forth under the protest procedures. Second, in the event a public hearing is scheduled before the Board of Supervisors to hear testimony prior to its approval of a purchase order or contract, any vendor may address the Board.

- D) Bids received after the closing time will NOT be considered.
- E) Bidders are to bid what is specified or requested first. If unable to or unwilling to, bidder may bid alternative or option, indicating all advantages, disadvantages and their associated cost.

3. FAILURE TO BID:

- A) If not bidding, return bid sheet and state reason for no bid or your name may be removed from mailing list.

4. TAXES, CHARGES AND EXTRAS:

- A) County of Fresno is subject to California sales and/or use tax (8.225%). Please indicate as a separate line item if applicable.
- B) **DO NOT** include Federal Excise Tax. County is exempt under Registration No. 94-73-03401-K.
- C) County is exempt from Federal Transportation Tax. Exemption certificate is not required where shipping papers show consignee as County of Fresno.
- D) Charges for transportation, containers, packing, etc. will not be paid unless specified in bid.

5. W-9 – REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION & CALIFORNIA FORM 590 WITHHOLDING EXEMPTION CERTIFICATE:

Upon award of bid, the vendor shall submit to County Purchasing, a completed IRS Form W-9 - Request for Taxpayer Identification Number and

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Certification and a California Form 590 Withholding Exemption Certificate if not currently a County of Fresno approved vendor.

6. AWARDS:

- A) Award(s) will be made to the most responsive responsible bidder; however, the Fresno County Local Vendor Preference and/or the Disabled Veteran Business Enterprise Preference shall take precedence when applicable. Said Preferences apply only to Request for Quotations for materials, equipment and/or supplies only (no services); the preference do not apply to Request for Proposals. RFQ evaluations will include such things as life-cycle cost, availability, delivery costs and whose product and/or service is deemed to be in the best interest of the County. The County shall be the sole judge in making such determination.
- B) Unless bidder gives notice of all-or-none award in bid, County may accept any item, group of items or on the basis of total bid.
- C) The County reserves the right to reject any and all bids and to waive informalities or irregularities in bids.
- D) Award Notices are tentative: Acceptance of an offer made in response to this RFP/RFQ shall occur only upon execution of an agreement by both parties or issuance of a valid written Purchase Order by Fresno County Purchasing.
- E) After award, all bids shall be open to public inspection. The County assumes no responsibility for the confidentiality of information offered in a bid.

7. TIE BIDS:

All other factors being equal, the contract shall be awarded to the Fresno County vendor or, if neither or both are Fresno County vendors, it may be awarded by the flip of a coin in the presence of witnesses or the entire bid may be rejected and re-bid. If the General Requirements of the RFQ state that they are applicable, the provisions of the Fresno County Local Vendor Preference shall take priority over this paragraph.

8. PATENT INDEMNITY:

The vendor shall hold the County, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with this bid.

9. SAMPLES:

Samples, when required, must be furnished and delivered free and, if not destroyed by tests, will upon written request (within thirty (30) days of bid closing date) be returned at the bidder's expense. In the absence of such notification, County shall have the right to dispose of the samples in whatever manner it deems appropriate.

10. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT:

- A) In case of default by vendor, the County may procure the articles or service from another source and may recover the cost difference and related expenses occasioned thereby from any unpaid balance due the vendor or by proceeding against performance bond of the vendor, if any, or by suit against the vendor. The prices paid by the County shall be considered the prevailing market price at the time such purchase is made.
- B) Articles or services, which upon delivery inspection do not meet specifications, will be rejected and the vendor will be considered in

default. Vendor shall reimburse County for expenses related to delivery of non-specified goods or services.

- C) Regardless of F.O.B. point, vendor agrees to bear all risks of loss, injury or destruction to goods and materials ordered herein which occur prior to delivery and such loss, injury or destruction shall not release vendor from any obligation hereunder.

11. DISCOUNTS:

Terms of less than fifteen (15) days for cash payment will be considered as net in evaluating this bid. A discount for payment within fifteen (15) days or more will be considered in determining the award of bid. Discount period will commence either the later of delivery or receipt of invoice by the County. Standard terms are Net forty-five (45) days.

12. SPECIAL CONDITIONS IN BID SCHEDULE SUPERSEDE GENERAL CONDITIONS:

The "General Conditions" provisions of this RFP/RFQ shall be superseded if in conflict with any other section of this bid, to the extent of any such conflict.

13. SPECIAL REQUIREMENT:

With the invoice or within twenty-five (25) days of delivery, the seller must provide to the County a Material Safety Data Sheet for each product, which contains any substance on "The List of 800 Hazardous Substances", published by the State Director of Industrial Relations. (See Hazardous Substances Information and Training Act, California State Labor Code Sections 6360 through 6399.7.)

14. RECYCLED PRODUCTS/MATERIALS:

Vendors are encouraged to provide and quote (with documentation) recycled or recyclable products/materials which meet stated specifications.

15. YEAR COMPLIANCE WARRANTY:

Vendor warrants that any product furnished pursuant to this Agreement/order shall support a four-digit year format and be able to accurately process date and time data from, into and between the twentieth and twenty-first centuries, as well as leap year calculations. "Product" shall include, without limitation, any piece or component of equipment, hardware, firmware, middleware, custom or commercial software, or internal components or subroutines therein. This warranty shall survive termination or expiration of this Agreement.

In the event of any decrease in product functionality or accuracy related to time and/or date data related codes and/or internal subroutines that impede the product from operating correctly using dates beyond December 31, 1999, vendor shall restore or repair the product to the same level of functionality as warranted herein, so as to minimize interruption to County's ongoing business process, time being of the essence. In the event that such warranty compliance requires the acquisition of additional programs, the expense for any such associated or additional acquisitions, which may be required, including, without limitation, data conversion tools, shall be borne exclusively by vendor. Nothing in this warranty shall be construed to limit any rights or remedies the County may otherwise have under this Agreement with respect to defects other than year performance.

16. PARTICIPATION:

Bidder may agree to extend the terms of the resulting contract to other political subdivision, municipalities and tax-supported agencies.

Such participating Governmental bodies shall make purchases in their own name, make payment directly to bidder, and be liable directly to the bidder, holding the County of Fresno harmless.

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17. CONFIDENTIALITY:

All services performed by vendor shall be in strict conformance with all applicable Federal, State of California and/or local laws and regulations relating to confidentiality, including but not limited to, California Civil Code, California Welfare and Institutions Code, Health and Safety Code, California Code of Regulations, Code of Federal Regulations.

Vendor shall submit to County's monitoring of said compliance.

Vendor may be a business associate of County, as that term is defined in the "Privacy Rule" enacted by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). As a HIPAA Business Associate, vendor may use or disclose protected health information ("PHI") to perform functions, activities or services for or on behalf of County as specified by the County, provided that such use or disclosure shall not violate HIPAA and its implementing regulations. The uses and disclosures of PHI may not be more expansive than those applicable to County, as the "Covered Entity" under HIPAA's Privacy Rule, except as authorized for management, administrative or legal responsibilities of the Business Associate.

Vendor shall not use or further disclose PHI other than as permitted or required by the County, or as required by law without written notice to the County.

Vendor shall ensure that any agent, including any subcontractor, to which vendor provides PHI received from, or created or received by the vendor on behalf of County, shall comply with the same restrictions and conditions with respect to such information.

18. APPEALS:

Appeals must be submitted in writing within seven (7) working days after notification of proposed recommendations for award. A "Notice of Award" is not an indication of County's acceptance of an offer made in response to this RFP/RFQ. Appeals should be submitted to County of Fresno Purchasing, 4525 E. Hamilton Avenue, Fresno, California 93702-4599. Appeals should address only areas regarding RFP contradictions, procurement errors, quotation rating discrepancies, legality of procurement context, conflict of interest, and inappropriate or unfair competitive procurement grievance regarding the RFP/RFQ process.

Purchasing will provide a written response to the complainant within seven (7) working days unless the complainant is notified more time is required.

If the protesting bidder is not satisfied with the decision of Purchasing, he/she shall have the right to appeal to the Purchasing Agent/CAO within seven (7) working days after Purchasing's notification; except if, notified to appeal directly to the Board of Supervisors at the scheduled date and time.

If the protesting bidder is not satisfied with Purchasing Agent/CAO's decision, the final appeal is with the Board of Supervisors.

19. OBLIGATIONS OF CONTRACTOR:

- A) CONTRACTOR shall perform as required by the ensuing contract. CONTRACTOR also warrants on behalf of itself and all subcontractors engaged for the performance of the ensuing contract that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.
- B) CONTRACTOR shall obey all Federal, State, local and special district laws, ordinances and regulations.

20. AUDITS & RETENTION:

The Contractor shall maintain in good and legible condition all books, documents, papers, data files and other records related to its performance under this contract. Such records shall be complete and available to Fresno County, the State of California, the federal government or their duly authorized representatives for the purpose of audit, examination, or copying during the term of the contract and for a period of at least three (3) years following the County's final payment under the contract or until conclusion of any pending matter (e.g., litigation or audit), whichever is later. Such records must be retained in the manner described above until all pending matters are closed.

21. DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS:

Applies to Request for Proposal (RFP); does not apply to Request for Quotation (RFQ) unless specifically stated elsewhere in the RFQ document.

In their proposal, the bidder is required to disclose if any of the following conditions apply to them, their owners, officers, corporate managers and partners (hereinafter collectively referred to as "Bidder"):

- Within the three-year period preceding the proposal, they have been convicted of, or had a civil judgment rendered against them for:
 - 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 a federal or state antitrust statute;
 - embezzlement, theft, forgery, bribery, falsification, or destruction of records; or
 - false statements or receipt of stolen property

Within a three-year period preceding their proposal, they have had a public transaction (federal, state, or local) terminated for cause or default.

22. DATA SECURITY:

Individuals and/or agencies that enter into a contractual relationship with the COUNTY for the purpose of providing services must employ adequate controls and data security measures, both internally and externally to ensure and protect the confidential information and/or data provided to contractor by the COUNTY, preventing the potential loss, misappropriation or inadvertent access, viewing, use or disclosure of COUNTY data including sensitive or personal client information; abuse of COUNTY resources; and/or disruption to COUNTY operations.

Individuals and/or agencies may not connect to or use COUNTY networks/systems via personally owned mobile, wireless or handheld devices unless authorized by COUNTY for telecommuting purposes and provide a secure connection; up to date virus protection and mobile devices must have the remote wipe feature enabled. Computers or computer peripherals including mobile storage devices may not be used (COUNTY or Contractor device) or brought in for use into the COUNTY's system(s) without prior authorization from COUNTY's Chief Information Officer and/or designee(s).

No storage of COUNTY's private, confidential or sensitive data on any hard-disk drive, portable storage device or remote storage installation unless encrypted according to advance encryption standards (AES of 128 bit or higher).

The COUNTY will immediately be notified of any violations, breaches or potential breaches of security related to COUNTY's confidential information,

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data and/or data processing equipment which stores or processes COUNTY data, internally or externally.

COUNTY shall provide oversight to Contractor's response to all incidents arising from a possible breach of security related to COUNTY's confidential client information. Contractor will be responsible to issue any notification to affected individuals as required by law or as deemed necessary by COUNTY in its sole discretion. Contractor will be responsible for all costs incurred as a result of providing the required notification.

23. PURCHASING LOCATION & HOURS:

Fresno County Purchasing is located at 4525 E. Hamilton Avenue (**second floor**), Fresno, CA 93702. Non-holiday hours of operation are Monday through Friday, 8:00 A.M. to 12:00 Noon and 1:00 P.M. to 5:00 P.M. PST; Purchasing is closed daily from 12:00 Noon to 1:00 P.M. The following holiday office closure schedule is observed:

January 1*	New Year's Day
Third Monday in January	Martin Luther King, Jr.'s Birthday
Third Monday in February	Washington - Lincoln Day
March 31*	Cesar Chavez' Birthday
Last Monday in May	Memorial Day
July 4*	Independence Day
First Monday in September	Labor Day
November 11*	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
Friday following Thanksgiving	
December 25*	Christmas

* When this date falls on a Saturday, the holiday is observed the preceding Friday. If the date falls on a Sunday, the holiday is observed the following Monday.

24. FRESNO COUNTY BOARD OF SUPERVISORS ADMINISTRATIVE POLICIES:

ADMINISTRATIVE POLICY NUMBER 5

Contract Salary Limitation Fresno

County Administrative Policy No. 5 provides that in contracts with non-profit organizations that primarily serve Fresno County and professional service contracts where Fresno County is the sole client, the contractors must agree to the following contract language: "The contractor agrees to limit administrative cost to a maximum of 15% of the total program budget and to limit employee benefits to a maximum of 20% of total salaries for those employees working under this agreement during the term of the agreement. Failure to conform to this provision will be grounds for contract termination at the option of the County of Fresno." Any bidder that wishes an exemption from this contract requirements must set forth the request for exemption, as well as a complete explanation of why the exemption should be granted, in the bidder's response to the RFP. Only the Board of Supervisors can approve such exemption.

Policy Statement: Contractors shall be limited to a maximum 15% administrative cost as compared to the total program budget and employee benefits shall be limited to a maximum of 20% of salaries.

The following language will be included in each applicable contract:

"The contractor agrees to limit administrative cost to a maximum of 15% of the total program budget and to limit employee benefits to a maximum of 20% of total salaries for those employees working under this agreement during the term of this agreement. Failure to conform to this provision will be grounds for contract termination at the option of the County of Fresno."

The above provision shall be applied to renewal or multi-year contracts with non-profit organizations which primarily serve Fresno County and professional services contracts where

Fresno County is the sole client, such as:

- Community based organization service contracts related to social services, health services, or probation services.
- Cultural art program contracts.
- Professional services contracts.

This policy will not apply to contracts between the County and the Federal or State governments; or one-time contracts. The Board of Supervisors will consider exemptions to this policy only upon the recommendation of the County Administrative Office.

Management Responsibility: It shall be the responsibility of any County official authorized by the Board of Supervisors to execute contracts or enter into agreements on behalf of the County to review all applicable contracts to insure that this policy is fully enforced.

It shall be the responsibility of the County Administrative Officer to review requests for exemptions to this policy and to make recommendations to the Board of Supervisors on such requests for exemption.

ADMINISTRATIVE POLICY NUMBER 34

Competitive Bids and Requests for Proposals

Fresno County Administrative Policy No. 34 provides that no person, firm or subsidiary thereof who has been awarded a consulting services contract by the County, may submit a bid for, or be awarded a contract for, the provision of services, procurement of goods or supplies, or any other related action which is required, suggested, or otherwise deemed appropriate in the end product of the consulting services contract. Any bidder that wishes an exemption from this contract limitation must set forth the request for exemption, as well as a complete explanation of why the exemption should be granted, in the bidder's response to the RFP. Only the Board of Supervisors, on a four-fifths (4/5) vote finding that such waiver is in the best interests of the County, can waive this policy.

Definitions: Purchasing Authority and Responsibility – In accordance with the State of California Government Code Section 25500 et seq., and the Fresno County Ordinance Code Chapter 2.56, the Board of Supervisors has established a County Purchasing Agent. The Board has designated the County Administrative Officer as the Purchasing Agent. Unless otherwise restricted, all necessary authority and responsibility has been delegated to the Purchasing Agent to satisfy the acquisition requirements of the County. The Purchasing Agent may defer day-to-day acquisition management to the Purchasing Manager as appropriate.

Policy Statement: Competitive bids or requests for proposals shall be secured for all contracts for goods or services which are proposed to be acquired by the County except when in unusual or extraordinary circumstances, a department head, requests an exception to competitive bidding. All such requests must be documented by the department head including a detailed description of the facts justifying the exception. The

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request must receive concurrence of the procurement authority who will sign that particular contract i.e. the Board of Supervisors or Purchasing Agent/Purchasing Manager. The following circumstances are examples which constitute "Suspension of Competition":

- In an emergency when goods or services are immediately necessary for the preservation of the public health, welfare, or safety, or for the protection of County property.
- When the contract is with a federal, state, or local governmental agency.
- When the department head, with the concurrence of the Purchasing Agent, finds that the cost of preparing and administering a competitive bidding process in a particular case will equal or exceed the estimated contract amount or \$1,000 whichever is more.
- When a contract provides only for payment of per diem and travel expenses and there is to be no payment for services rendered.
- When obtaining the services of expert witnesses for litigation or special counsel to assist the County.
- When in unusual or extraordinary circumstances, the Board of Supervisors or the Purchasing Agent/Purchasing Manager determines that the best interests of the County would be served by not securing competitive bids or issuing a request for proposal.

Contracts for services should not usually cover a period of more than one year although a longer period may be approved in unusual circumstances. Multiple year contracts must include provisions for early termination and must be contingent on available funding. Unless exempted as provided for above, no contract for service shall extend, either by original contract or by extension, beyond three years unless competitive bids have been sought or a Request for Proposal has been processed.

During any competitive bidding procedure, all bids shall be opened publicly and the dollar amount of each bid shall be read aloud. Under no circumstance shall a bid which is received at the designated place of opening after the closing time be opened or considered.

Contracts for goods or services shall not be effective until approved by the Board of Supervisors or, if appropriate, the Purchasing Agent/Purchasing Manager. Contractors and vendors shall be advised by the responsible department head that performance under the contract may not commence prior to such approval.

Medical Professional Contracts

The competitive recruitment process, annual performance evaluation, and periodic salary surveys are equivalent to competitive bids for independent physicians contracting with the County on a fee for service basis.

A salary survey for physician services shall be conducted every two years.

Contracts for physician services shall not extend, either by original contract or by extension, beyond five years unless competitive bids have been sought or unless exempted as provided above.

Contracts for Legal Services

The competitive recruitment process, annual performance evaluation, and periodic salary surveys are equivalent to competitive bids for independent law firms and attorneys contracting with the County on a fee for service basis.

A salary survey for legal services shall be conducted every two years.

The selection of and contracting with firms to provide legal services shall be

coordinated through the County Counsel's Office. The County Counsel shall assist in securing a law firm with the requisite legal expertise and price structure that would provide the best service to the County. County Counsel shall be involved throughout the process of selecting a firm, developing a contract, and monitoring the billing and services provided throughout the contract period.

Prohibited Bids Concerning End Product of Consulting Contracts

No person, firm, or subsidiary thereof who has been awarded a consulting services contract by the County, shall be awarded a contract for the provision of services, procurement of goods or supplies, or any other related action which is required, suggested, or otherwise deemed appropriate in the end product of the consulting services contract. This policy may be waived by the Board of Supervisors on a four-fifths (4/5) vote finding that such waiver is in the best interests of the County.

Management Responsibility: The County Administrative Officer is responsible for preparing and issuing written procedures to assure compliance with this policy by all County officials and departments.

ADMINISTRATIVE POLICY NUMBER 71

Prohibiting the Use of Public Funds for Political Advocacy

Fresno County Administrative Policy No. 71 provides that no County assets, including money, shall be used for political campaigns of any type. Political campaigns are defined as political advocacy for or opposition to a matter or person that has qualified for the ballot. No contract entered into by the County shall provide for use of County monies for political campaigns.

Policy Statement: Government assets, including money, grant funds, paid staff time, equipment and supplies, facilities or any other government asset shall not be used for political campaigns of any type. Political campaigns are defined as political advocacy for or opposition to a matter or person that has qualified for the ballot.

Management Responsibility: Department Heads shall be held responsible for ensuring that government assets within their control are not used to advocate for or against any matter or person that has qualified for the ballot.

This section does not prohibit the expenditure of government assets to create and provide informational or educational materials regarding a matter that has qualified for the ballot. Such information or educational materials shall provide a fair, accurate and impartial presentation of relevant information relating to the matter that has qualified for the ballot. However, government assets shall not be expended to create and provide such informational or educational materials in the 90 days prior to the election unless specifically authorized by the Board of Supervisors or required by the Public Records Act or other law.

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OVERVIEW

The County of Fresno on behalf of the Department of Public Health is requesting proposals from qualified vendors to provide services to improve the health status and prevent chronic health conditions among Fresno County residents. The funding available to a single lead contractor comes from the Centers for Disease Control (CDC) through the Partnerships to Improve Community Health (PICH) Program.

The PICH grant scope of work will allow the Department to continue work started in 2011 as part of the three-year CDC, Community Transformation Grant (CTG). Through the CTG capacity-building grant, the Department brought together partners to form the CTG Coalition which conducted an in-depth chronic disease Community Health Needs Assessment (2013 Fresno CHNA) and a subsequent strategic planning process to address these needs. The 2013 Fresno CHNA was the culmination of several data collection processes including an in-depth health study using years of potential life lost, income, and location as key comparison factor, a thorough review of available chronic disease data, data pertaining to social determinants of health, focus groups with community members, and an in-depth review of organizational and environmental determinants that impact chronic disease. Following the needs assessment, a strategic planning process was conducted to review, discuss and prioritize specific strategies that could impact chronic disease in Fresno County. Based on these results, multiple workgroup discussions, and review of successful outcomes in other comparable cities and counties, evidence-based strategies were refined by the CTG Coalition. Work produced by the CTG Coalition is the basis for the PICH grant award.

Implementation of the PICH scope of work will enable Fresno County to fully implement three of the strongest evidence-based strategies from the CTG strategic planning process (**Healthy Retail Environment, Farm to Table, and Rx (prescription) for Health**). These strategies are expected to contribute to the reduction of obesity and rates of death and disability due to diabetes, heart disease and stroke. Implementation of these strategies will:

1. Increase access to smoke-free and tobacco-free environments through reduced advertising in retail environments.
2. Increase access to healthy food and beverage options for adults and children through Farm to Table.
3. Increase access to preventive services through increased insurance coverage of lifestyle intervention programs and clinical and community linkages.

There has been no previous contract for these services. A detailed Scope of Work can be found in Appendix A.

Fresno County's primary goal through this RFP is to identify an experienced contractor to successfully implement the PICH Scope of Work (Appendix A) utilizing staff and qualified subcontractors. The selected vendor must maintain an open and cooperative relationship with the County's PICH Program Coordinator and staff, including attending regular meetings, continuing education, and training.

CONTRACT TERM

Pending annual award of grant funds, the anticipated contract term will be November 1, 2015 through September 29, 2017 with a possible extension up to one year. First year funding will be \$931,755. Second year funding will be \$910,054. Unspent funds from the previous fiscal year may be carried over into the next fiscal year, pending CDC approval. Total funding will not exceed \$2,900,000 for the total contract term.

KEY DATES

RFP Issue Date:	July 30, 2015
Vendor Conference: <i>Vendors are to contact Gary E. Cornuelle at (559) 600-7114 if planning to attend vendor conference.</i>	August 5, 2015 at 10:00 A.M. County of Fresno Purchasing 4525 E. Hamilton Avenue, 2 nd Floor Fresno, CA 93702
Deadline for Written Requests for Interpretations or Corrections of RFP:	August 10, 2015 at 10:00 A.M. E-Mail: gcornuelle@co.fresno.ca.us
RFP Closing Date:	September 8, 2015 at 2:00 P.M. County of Fresno Purchasing 4525 E. Hamilton Avenue, 2 nd Floor Fresno, CA 93702

TRADE SECRET ACKNOWLEDGEMENT

All proposals received by the County shall be considered "Public Record" as defined by Section 6252 of the California Government Code. This definition reads as follows:

"...Public records" includes any writing containing information relating to the conduct of the public's business prepared, owned, used or retained by any state or local agency regardless of physical form or characteristics "Public records" in the custody of, or maintained by, the Governor's office means any writing prepared on or after January 6, 1975."

Each proposal submitted is Public record and is therefore subject to inspection by the public per Section 6253 of the California Government Code. This section states that "every person has a right to inspect any public record".

The County will not exclude any proposal or portion of a proposal from treatment as a public record except in the instance that it is submitted as a trade secret as defined by the California Government Code. Information submitted as proprietary, confidential or under any other such terms that might suggest restricted public access will not be excluded from treatment as public record.

"Trade secrets" as defined by Section 6254.7 of the California Government Code are deemed not to be public record. This section defines trade secrets as:

"...Trade secrets," as used in this section, may include, but are not limited to, any formula, plan, pattern, process, tool, mechanism, compound, procedure, production data or compilation of information that is not patented, which is known only to certain individuals within a commercial concern who are using it to fabricate, produce, or compound an article of trade or a service having commercial value and which gives its user an opportunity to obtain a business advantage over competitors who do not know or use it."

Information identified by bidder as "trade secret" will be reviewed by County of Fresno's legal counsel to determine conformance or non-conformance to this definition. Such material should be submitted in a separate binder marked "Trade Secret". Examples of material not considered to be trade secrets are pricing, cover letter, promotional materials, etc.

INFORMATION THAT IS PROPERLY IDENTIFIED AS TRADE SECRET AND CONFORMS TO THE ABOVE DEFINITION WILL NOT BECOME PUBLIC RECORD. COUNTY WILL SAFEGUARD THIS INFORMATION IN AN APPROPRIATE MANNER.

Information identified by bidder as trade secret and determined not to be in conformance with the California Government Code definition shall be excluded from the proposal. Such information will be returned to the bidder at bidder's expense upon written request.

Trade secrets must be submitted in a separate binder that is plainly marked "Trade Secrets."

The County shall not in any way be liable or responsible for the disclosure of any proposals or portions thereof, if they are not (1) submitted in a separate binder that is plainly marked "Trade Secret" on the outside; and (2) if disclosure is required or allowed under the provision of law or by order of Court.

Vendors are advised that the County does not wish to receive trade secrets and that vendors are not to supply trade secrets unless they are absolutely necessary.

TRADE SECRET ACKNOWLEDGEMENT

I have read and understand the above "Trade Secret Acknowledgement."

I understand that the County of Fresno has no responsibility for protecting information submitted as a trade secret if it is not delivered in a separate binder plainly marked "Trade Secret." I also understand that all information my company submits, except for that information submitted in a separate binder plainly marked "Trade Secret," are public records subject to inspection by the public. This is true no matter whether my company identified the information as proprietary, confidential or under any other such terms that might suggest restricted public access.

Enter company name on appropriate line:

	Has submitted information identified as Trade Secrets in a separate marked binder.**
(Company Name)	
	Has <u>not</u> submitted information identified as Trade Secrets. Information submitted as proprietary confidential or under any other such terms that might suggest restricted public access will not be excluded from treatment as public record.
(Company Name)	

ACKNOWLEDGED BY:

	()	
Signature		Telephone
Print Name and Title		Date
Address		
City	State	Zip

**Bidders brief statement that clearly sets out the reasons for confidentiality in conforming with the California Government Code definition.

DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS

In their proposal, the bidder is required to disclose if any of the following conditions apply to them, their owners, officers, corporate managers and partners (hereinafter collectively referred to as “Bidder”):

- Within the three-year period preceding the proposal, they have been convicted of, or had a civil judgment rendered against them for:
 - 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 a federal or state antitrust statute;
 - embezzlement, theft, forgery, bribery, falsification, or destruction of records; or
 - false statements or receipt of stolen property
- Within a three-year period preceding their proposal, they have had a public transaction (federal, state, or local) terminated for cause or default.

Disclosure of the above information will not automatically eliminate a Bidder from consideration. The information will be considered as part of the determination of whether to award the contract and any additional information or explanation that a Bidder elects to submit with the disclosed information will be considered. If it is later determined that the Bidder failed to disclose required information, any contract awarded to such Bidder may be immediately voided and terminated for material failure to comply with the terms and conditions of the award.

Any Bidder who is awarded a contract must sign an appropriate Certification Regarding Debarment, Suspension, and Other Responsibility Matters. Additionally, the Bidder awarded the contract must immediately advise the County in writing if, during the term of the agreement: (1) Bidder becomes suspended, debarred, excluded or ineligible for participation in federal or state funded programs or from receiving federal funds as listed in the excluded parties list system (<http://www.epls.gov>); or (2) any of the above listed conditions become applicable to Bidder. The Bidder will indemnify, defend and hold the County harmless for any loss or damage resulting from a conviction, debarment, exclusion, ineligibility or other matter listed in the signed Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS--PRIMARY COVERED TRANSACTIONS**

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, debarred, suspended, ineligible, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. 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 this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

CERTIFICATION

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it, its owners, officers, corporate managers and partners:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - (b) Have not within a three-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) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature:

Date:

(Printed Name & Title)

(Name of Agency or Company)

VENDOR MUST COMPLETE AND RETURN WITH REQUEST FOR PROPOSAL

Firm: _____

REFERENCE LIST

Provide a list of at least five (5) customers for whom you have recently provided similar services. Be sure to include all requested information.

Reference Name: _____ Contact: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone No.: (_____) _____ Date: _____
 Service Provided: _____

Reference Name: _____ Contact: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone No.: (_____) _____ Date: _____
 Service Provided: _____

Reference Name: _____ Contact: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone No.: (_____) _____ Date: _____
 Service Provided: _____

Reference Name: _____ Contact: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone No.: (_____) _____ Date: _____
 Service Provided: _____

Reference Name: _____ Contact: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone No.: (_____) _____ Date: _____
 Service Provided: _____

Failure to provide a list of at least five (5) customers may be cause for rejection of this RFP.

PARTICIPATION

The County of Fresno is a member of the Central Valley Purchasing Group. This group consists of Fresno, Kern, Kings, and Tulare Counties and all governmental, tax supported agencies within these counties.

Whenever possible, these and other tax supported agencies co-op (piggyback) on contracts put in place by one of the other agencies.

Any agency choosing to avail itself of this opportunity, will make purchases in their own name, make payment directly to the contractor, be liable to the contractor and vice versa, per the terms of the original contract, all the while holding the County of Fresno harmless. If awarded this contract, please indicate whether you would extend the same terms and conditions to all tax supported agencies within this group as you are proposing to extend to Fresno County.

☐ Yes, we will extend contract terms and conditions to all qualified agencies within the Central Valley Purchasing Group and other tax supported agencies.

☐ No, we will not extend contract terms to any agency other than the County of Fresno.

(Authorized Signature)

Title

*** Note: This form/information is not rated or ranked in evaluating proposal.**

GENERAL REQUIREMENTS

DEFINITIONS: The terms Bidder, Proposer, Contractor and Vendor are all used interchangeably and refer to that person, partnership, corporation, organization, agency, etc. which is offering the proposal.

RFP CLARIFICATION AND REVISIONS: Any revisions to the RFP will be issued and distributed as written addenda.

FIRM PROPOSAL: All proposals shall remain firm for at least one hundred eighty (180) days.

PROPOSAL PREPARATION: Proposals should be submitted in the formats shown under "PROPOSAL CONTENT REQUIREMENTS" section of this RFP.

County of Fresno will not be held liable or any cost incurred by bidders responding to RFP.

Bidders are to bid what is specified or requested first. If unable to or unwilling to, bidder may bid alternative or option, indicating all advantages, disadvantages and their associated cost.

SUPPORTIVE MATERIAL: Additional material may be submitted with the proposal as appendices. Any additional descriptive material that is used in support of any information in your proposal must be referenced by the appropriate paragraph(s) and page number(s).

Bidders are asked to submit their proposals in a binder (one that allows for easy removal of pages) with index tabs separating the sections identified in the Table of Contents. Pages must be numbered on the bottom of each page.

Any proposal attachments, documents, letters and materials submitted by the vendor shall be binding and included as a part of the final contract should your bid be selected.

TAXES: The quoted amount must include all applicable taxes. If taxes are not specifically identified in the proposal it will be assumed that they are included in the total quoted.

SALES TAX: Fresno County pays California State Sales Tax in the amount of 8.225% regardless of vendor's place of doing business.

RETENTION: County of Fresno reserves the right to retain all proposals, excluding proprietary documentation submitted per the instructions of this RFP, regardless of which response is selected.

ORAL PRESENTATIONS: Each finalist may be required to make an oral presentation in Fresno County and answer questions from County personnel.

AWARD/REJECTION: The award will be made to the vendor offering the overall proposal deemed to be to the best advantage of the County. The County shall be the sole judge in making such determination. The County reserves the right to reject any and all proposals. The lowest bidders are not arbitrarily the vendors whose proposals will be selected. Award Notices are tentative: Acceptance of an offer made in response to this RFP shall occur only upon execution of an agreement by both parties or issuance of a valid written Purchase Order by Fresno County Purchasing.

County Purchasing will chair or co-chair all award, evaluation and contract negotiation committees.

Award may require approval by the County of Fresno Board of Supervisors.

WAIVERS: The County reserves the right to waive any informalities or irregularities and any technical or clerical errors in any quote as the interest of the County may require.

TERMINATION: The County reserves the right to terminate any resulting contract upon written notice.

MINOR DEVIATIONS: The County reserves the right to negotiate minor deviations from the prescribed terms, conditions and requirements with the selected vendor.

PROPOSAL REJECTION: Failure to respond to all questions or not to supply the requested information could result in rejection of your proposal.

ASSIGNMENTS: The ensuing proposed contract will provide that the vendor may not assign any payment or portions of payments without prior written consent of the County of Fresno.

BIDDERS LIABILITIES: County of Fresno will not be held liable for any cost incurred by vendors in responding to the RFP.

CONFIDENTIALITY: Bidders shall not disclose information about the County's business or business practices and safeguard confidential data which vendor staff may have access to in the course of system implementation.

DISPUTE RESOLUTION: The ensuing contract shall be governed by the laws of the State of California.

Any claim which cannot be amicably settled without court action will be litigated in the U. S. District Court for the Eastern District of California in Fresno, CA or in a state court for Fresno County.

NEWS RELEASE: Vendors shall not issue any news releases or otherwise release information to any third party about this RFP or the vendor's quotation without prior written approval from the County of Fresno.

BACKGROUND REVIEW: The County reserves the right to conduct a background inquiry of each proposer/bidder which may include collection of appropriate criminal history information, contractual and business associations and practices, employment histories and reputation in the business community. By submitting a proposal/bid to the County, the vendor consents to such an inquiry and agrees to make available to the County such books and records the County deems necessary to conduct the inquiry.

PERFORMANCE BOND: The successful bidders may be required to furnish a faithful performance bond. Bidders are to quote a separate price for a performance bond.

ACQUISITIONS: The County reserves the right to obtain the whole system/services/goods as proposed or only a portion of the system/services/goods, or to make no acquisition at all.

OWNERSHIP: The successful vendor will be required to provide to the County of Fresno documented proof of ownership by the vendor, or its designated subcontractor, upon request of the proposed programs/services/goods.

EXCEPTIONS: Identify with explanation, any terms, conditions, or stipulations of the RFP with which you *CAN NOT* or *WILL NOT* comply.

ADDENDA: In the event that it becomes necessary to revise any part of this RFP, addenda will be provided to all agencies and organizations that receive the basic RFP.

SUBCONTRACTORS: If a subcontractor is proposed, complete identification of the subcontractor and his tasks should be provided. The primary contractor is not relieved of any responsibility by virtue of using a subcontractor.

CONFLICT OF INTEREST: The County shall not contract with, and shall reject any bid or proposal submitted by the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or public agencies for which the Board of Supervisors is the governing body.
2. Profit-making firms or businesses in which employees described in Subsection (1) serve as officers, principals, partners or major shareholders.
3. Persons who, within the immediately preceding twelve (12) months, came within the provisions of Subsection (1), and who were employees in positions of substantial responsibility in the area of service to be performed by the contract, or participated in any way in developing the contract or its service specifications.
4. Profit-making firms or businesses in which the former employees described in Subsection (3) serve as officers, principals, partners or major shareholders.
5. No County employee, whose position in the County enables him to influence the selection of a contractor for this RFP, or any competing RFP, and no spouse or economic dependent of such employee, shall be employees in any capacity by a bidder, or have any other direct or indirect financial interest in the selection of a contractor.
6. In addition, no County employee will be employed by the selected vendor to fulfill the vendor's contractual obligations to the County.

ORDINANCE 3.08.130 – POST-SEPARATION EMPLOYMENT PROHIBITED

No officer or employee of the County who separates from County service shall for a period of one year after separation enter into any employment, contract, or other compensation arrangement with any County consultant, vendor, or other County provider of goods, materials, or services, where the officer or employee participated in any part of the decision making process that led to the County relationship with the consultant, vendor or other County provider of goods, materials or services.

Pursuant to Government Code section 25132(a), a violation of the ordinance may be enjoined by an injunction in a civil lawsuit, or prosecuted as a criminal misdemeanor.

EVALUATION CRITERIA: Respondents will be evaluated on the basis of their responses to all questions and requirements in this RFP and product cost. The County shall be the sole judge in the ranking process and reserves the right to reject any or all bids. False, incomplete or

unresponsive statements in connection with this proposal may be sufficient cause for its rejection.

SELECTION PROCESS: All proposals will be evaluated by a team consisting of representatives from appropriate County Department(s), and Purchasing. It will be their responsibility to make the final recommendations. Purchasing will chair or co-chair the evaluation or evaluation process.

Organizations that submit a proposal may be required to make an oral presentation to the Selection Committee. These presentations provide an opportunity for the individual, agency, or organization to clarify its proposal to ensure thorough, mutual understanding.

INDEPENDENT CONTRACTOR: In performance of the work, duties, and obligations assumed by Contractor under any ensuing Agreement, it is mutually understood and agreed that Contractor, including any and all of Contractor's officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner, or associate of the County. Furthermore, County shall have no right to control, supervise, or direct the manner or method by which Contractor shall perform its work and function. However, County shall retain the right to administer this Agreement so as to verify that Contractor is performing its obligations in accordance with the terms and conditions thereof. Contractor and County shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

Because of its status as an independent contractor, Contractor shall have absolutely no right to employment rights and benefits available to County employees. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. In addition, Contractor shall be solely responsible and save County harmless from all matters relating to payment of Contractor's employees, including compliance with Social Security, withholding, and all other regulations governing such matters. It is acknowledged that during the term of the Agreement, Contractor may be providing services to others unrelated to the COUNTY or to the Agreement.

HOLD HARMLESS CLAUSE: Contractor agrees to indemnify, save, hold harmless and at County's request, defend the County, its officers, agents and employees, from any and all costs and expenses, damages, liabilities, claims and losses occurring or resulting to County in connection with the performance, or failure to perform, by Contractor, its officers, agents or employees under this Agreement and from any and all costs and expenses, damages, liabilities, claims and losses occurring or resulting to any person, firm or corporation who may be injured or damaged by the performance, or failure to perform, of Contractor, its officers, agents or employees under this Agreement.

SELF-DEALING TRANSACTION DISCLOSURE: Contractor agrees that when operating as a corporation (a for-profit or non-profit corporation), or if during the term of the agreement the Contractor changes its status to operate as a corporation, members of the Contractor's Board of Directors shall disclose any self-dealing transactions that they are a party to while Contractor is providing goods or performing services under the agreement with the County. A self-dealing transaction shall mean a transaction to which the Contractor is a party and in which one or more of its directors has a material financial interest. Members of the Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a Fresno County Self-Dealing Transaction Disclosure Form and submitting it to the County prior to commencing with the self-dealing transaction or immediately thereafter.

PRICE RESPONSIBILITY: The selected vendor will be required to assume full responsibility for all services and activities offered in the proposal, whether or not they are provided directly. Further, the County of Fresno will consider the selected vendor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. The contractor may not subcontract or transfer the contract, or any right or obligation arising out of the contract, without first having obtained the express written consent of the County.

ADDRESSES AND TELEPHONE NUMBERS: The vendor will provide the business address and mailing address, if different, as well as the telephone number of the individual signing the contract.

ASSURANCES: Any contract awarded under this RFP must be carried out in full compliance with The Civil Rights Act of 1964, The Americans With Disabilities Act of 1990, their subsequent amendments, and any and all other laws protecting the rights of individuals and agencies. The County of Fresno has a zero tolerance for discrimination, implied or expressed, and wants to ensure that policy continues under this RFP. The contractor must also guarantee that services, or workmanship, provided will be performed in compliance with all applicable local, state, or federal laws and regulations pertinent to the types of services, or project, of the nature required under this RFP. In addition, the contractor may be required to provide evidence substantiating that their employees have the necessary skills and training to perform the required services or work.

INSURANCE: Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following insurance policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

A. Commercial General Liability

Commercial General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000). This policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of this contract.

B. Automobile Liability

Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per person, Five Hundred Thousand Dollars (\$500,000.00) per accident and for property damages of not less than Fifty Thousand Dollars (\$50,000.00), or such coverage with a combined single limit of Five Hundred Thousand Dollars (\$500,000.00). Coverage should include owned and non-owned vehicles used in connection with this Agreement.

C. Professional Liability

If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

This coverage shall be issued on a per claim basis. Contractor agrees that it shall maintain, at its sole expense, in full force and effect for a period of three (3) years following the termination of this Agreement, one or more policies of professional liability insurance with limits of coverage as specified herein.

D. Worker's Compensation

A policy of Worker's Compensation insurance as may be required by the California Labor Code.

Contractor shall obtain endorsements to the Commercial General Liability insurance naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by County, its officers, agents and employees shall be excess only and not contributing with insurance provided under Contractor's policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to County.

Within thirty (30) days from the date Contractor executes this Agreement, Contractor shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the **County of Fresno, Department of Public Health - Administration, Attn: Contracts Analyst, P.O. 11867, Fresno, CA 93775**, stating that such insurance coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by County, its officers, agents and employees, shall be excess only and not contributing with insurance provided under Contractor's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to County.

In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, the County may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

All policies shall be with admitted insurers licensed to do business in the State of California. Insurance purchased shall be purchased from companies possessing a current A.M. Best, Inc. rating of A FSC VII or better.

AUDIT AND RETENTION: The Contractor shall maintain in good and legible condition all books, documents, papers, data files and other records related to its performance under this contract. Such records shall be complete and available to Fresno County, the State of California, the federal government or their duly authorized representatives for the purpose of audit, examination, or copying during the term of the contract and for a period of at least three years following the County's final payment under the contract or until conclusion of any pending matter (e.g., litigation or audit), whichever is later. Such records must be retained in the manner described above until all pending matters are closed.

DEFAULT: In case of default by the selected bidder, the County may procure materials and services from another source and may recover the loss occasioned thereby from any unpaid balance due the selected bidder, or by any other legal means available to the County.

BREACH OF CONTRACT: In the event of breach of contract by either party, the other party shall be relieved of its obligations under this agreement and may pursue any legal remedies.

CONFIDENTIALITY

All services performed by vendor shall be in strict conformance with all applicable Federal, State of California and/or local laws and regulations relating to confidentiality, including but not limited to, California Civil Code, California Welfare and Institutions Code, Health and Safety Code, California Code of Regulations, Code of Federal Regulations.

Vendor shall submit to County's monitoring of said compliance.

Vendor may be a Business associate of County, as that term is defined in the "Privacy Rule" enacted by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). As a HIPAA Business Associate, vendor may use or disclose protected health information ("PHI") to perform functions, activities or services for or on behalf of County, as specified by the County, provided that such use or disclosure shall not violate HIPAA and its implementing regulations. The uses and disclosures of PHI may not be more expansive than those applicable to County, as the "Covered Entity" under HIPAA's Privacy Rule, except as authorized for management, administrative or legal responsibilities of the Business Associate.

Vendor shall not use or further disclose PHI other than as permitted or required by the County, or as required by law without written notice to the County.

Vendor shall ensure that any agent, including any subcontractor, to which vendor provides PHI received from, or created or received by the vendor on behalf of County, shall comply with the same restrictions and conditions with respect to such information.

APPEALS

Appeals must be submitted in writing within *seven (7) working days after notification of proposed recommendations for award. A "Notice of Award" is not an indication of County's acceptance of an offer made in response to this RFP. Appeals shall be submitted to County of Fresno Purchasing, 4525 E. Hamilton Avenue 2nd Floor, Fresno, California 93702-4599.

Appeals should address only areas regarding RFP contradictions, procurement errors, proposal rating discrepancies, legality of procurement context, conflict of interest, and inappropriate or unfair competitive procurement grievance regarding the RFP process.

Purchasing will provide a written response to the complainant within *seven (7) working days unless the complainant is notified more time is required.

If the protesting bidder is not satisfied with the decision of Purchasing, he/she shall have the right to appeal to the Purchasing Agent/CAO within seven (7) working days after Purchasing's notification; except, if notified to appeal directly to the Board of Supervisors at the scheduled date and time.

If the protesting bidder is not satisfied with Purchasing Agent/CAO's decision, the final appeal is with the Board of Supervisors.

*The seven (7) working day period shall commence and be computed by excluding the first day and including the last day upon the date that the notification is issued by the County.

RIGHTS OF OWNERSHIP

The County shall maintain all rights of ownership and use to all materials designed, created or constructed associated with this service/project/program.

SPECIFIC BIDDING INSTRUCTIONS AND REQUIREMENTS

ISSUING AGENT: This RFP has been issued by County of Fresno, Purchasing. Purchasing shall be the vendor's sole point of contact with regard to the RFP, its content, and all issues concerning it.

AUTHORIZED CONTACT: All communication regarding this RFP shall be directed to an authorized representative of County Purchasing. The specific buyer managing this RFP is identified on the cover page, along with his or her telephone number, and he or she should be the primary point of contact for discussions or information pertaining to the RFP. Contact with any other County representative, including elected officials, for the purpose of discussing this RFP, its content, or any other issue concerning it, is prohibited unless authorized by Purchasing. Violation of this clause, by the vendor having unauthorized contact (verbally or in writing) with such other County representatives, may constitute grounds for rejection by Purchasing of the vendor's quotation.

The above stated restriction on vendor contact with County representatives shall apply until the County has awarded a purchase order or contract to a vendor or vendors, except as follows. First, in the event that a vendor initiates a formal protest against the RFP, such vendor may contact the appropriate individual, or individuals who are managing that protest as outlined in the County's established protest procedures. All such contact must be in accordance with the sequence set forth under the protest procedures. Second, in the event a public hearing is scheduled before the Board of Supervisors to hear testimony prior to its approval of a purchase order or contract, any vendor may address the Board.

VENDOR CONFERENCE: On August 5, 2015 at 10:00 A.M., a vendor's conference will be held in which the scope of the project and proposal requirements will be explained. The meeting will be held at the office of County of Fresno Purchasing, 4525 E. Hamilton (between Cedar and Maple), 2nd Floor, Fresno, California. Addendum will be prepared and distributed to all bidders only if necessary to clarify substantive items raised during the bidders' conference.

Bidders are to contact Gary E. Cornuelle at County of Fresno Purchasing, (559) 600-7114, if they are planning to attend the conference.

NUMBER OF COPIES: Submit **one (1) original, with two (2) *reproducible compact discs and six (6) copies** of your proposal no later than the proposal closing date and time as stated on the front of this document to County of Fresno Purchasing. Each copy to be identical to the original, include all supporting documentation (e.g. literature, brochures, reports, schedules etc.). The cover page of each quotation is to be appropriately marked "Original" or "Copy".

***Bidder shall submit two (2) reproducible compact discs (e.g.: PDF file) containing the complete proposal excluding trade secrets. Compact discs should accompany the original binder and should be either attached to the inside cover of the binder or inserted in an attached sleeve or envelope in the front of the binder to insure the discs are not misplaced.**

INTERPRETATION OF RFP: Vendors must make careful examination of the requirements, specifications and conditions expressed in the RFP and fully inform themselves as to the quality and character of services required. If any person planning to submit a proposal finds

discrepancies in or omissions from the RFP or has any doubt as to the true meaning or interpretation, correction thereof may be requested at the scheduled Vendor Conference (see above). Any change in the RFP will be made only by written addendum, duly issued by the County. The County will not be responsible for any other explanations or interpretations.

Questions may be submitted subsequent to the Vendor Conference, subject to the following conditions:

- a. Such questions are submitted in writing to the County Purchasing not later than August 10, 2015 at 10:00 a.m. Questions must be directed to the attention of Gary E. Cornuelle, Purchasing Manager.
- b. Such questions are submitted with the understanding that County can respond only to questions it considers material in nature.
- c. Questions shall be e-mailed to gcornuelle@co.fresno.ca.us.

NOTE: The bidder is encouraged to submit all questions at the Vendor Conference. Time limitations can prevent a response to questions submitted after the conference.

SELECTION COMMITTEE: All proposals will be evaluated by a team co-chaired by Purchasing. All proposals will be evaluated by a review committee that may consist of County of Fresno Purchasing, department staff, community representatives from advisory boards and other members as appropriate.

The proposals will be evaluated in a multi-stage selection process. Some bids may be eliminated or set aside after an initial review. If a proposal does not respond adequately to the RFP or the bidder is deemed unsuitable or incapable of delivering services, the proposal may be eliminated from consideration. It will be the selection committee's responsibility to make the final recommendation to the Department Head.

CONTRACT TERM: It is County's intent to contract with the successful bidder for a term of three (3) years with the option to renew for up to two (2) additional one (1) year periods based on mutual written consent. County will retain the right to terminate the Agreement upon giving thirty (30) days advance written notification to the Contractor.

PAYMENT: The County of Fresno, if appropriate, may use Procurement Card to place and make payment for orders under the ensuing contract.

AUDITED FINANCIAL STATEMENTS: Copies of the audited Financial Statements for the last three (3) years for the business, agency or program that will be providing the service(s) proposed. If audited statements are not available, compiled or reviewed statements will be accepted with copies of three years of corresponding federal tax returns. This information is to be provided after the RFP closes, if requested. **Do not provide with your proposal.**

CONTRACT NEGOTIATION: The County will prepare and negotiate its own contract with the selected vendor, giving due consideration to standard contracts and associated legal documents submitted as a part of bidder's response to the RFP. The tentative award of the contract is based on successful negotiation pending formal recommendation of award. Bidder is to include in response the names and titles of officials authorized to conduct such negotiations.

NOTICES: All notices, payments, invoices, insurance and endorsement certificates, etc. need to be submitted as follows: referencing contract/purchase order number, department, position, title and address of administering official.

EPAYMENT OPTION: The County of Fresno provides an Epay Program which involves payment of invoices by a secure Visa account number assigned to the supplier after award of contract. Notification of payments and required invoice information are issued to the supplier's designated Accounts Receivable contact by e-mail remittance advice at time of payment. To learn more about the benefits of an Epay Program, how it works, and obtain answers to frequently asked questions, click or copy and paste the following URL into your browser: www.bankofamerica.com/epayablesvendors or call Fresno County Accounts Payable, 559-600-3609.

LOCAL VENDOR PREFERENCE: The Local Vendor Preference **does not** apply to this Request for Proposal.

SCOPE OF WORK

The County of Fresno on behalf of the Department of Public Health (DPH) is requesting proposals from qualified vendors to implement Fresno County's PICH scope of work specifically three of the strongest evidence-based strategies identified in the CTG strategic planning process. These strategies are expected to contribute to the reduction of obesity and rates of death and disability due to diabetes, heart disease and stroke.

The PICH Program strategies include:

- Healthy Retail Environment
- Farm to Table
- Rx (prescription) for Health

Following is a brief description of each initiative. **See Attachment "A" for specific detail, including activity, description, and deliverables.**

Healthy Retail Environments: Increase access to smoke-free and tobacco-free environments through reduced advertising in retail environments.

Fresno County will reduce unhealthy storefront and outdoor advertising at tobacco retailer locations to reduce the appeal of tobacco products. Utilizing evidence-based best practices and model local ordinances, the contractor will educate and inform community members, retailers, and decision makers and provide technical assistance in the development and implementation of a community-led solution. An estimated 532,000 people will be reached in a minimum of three jurisdictions by September 29, 2017.

Farm to Table: Increase access to healthy food and beverage options for adults and children through Farm to Table.

Fresno County will build and strengthen infrastructure in order to increase access to fresh produce. The purchasing power of school districts will be leveraged to provide produce for purchase to neighborhood residents. School sites can select one or both models: food recovery or community supported agriculture (CSA). Food recovery involves recovering perishable whole produce that would otherwise go to waste and redistributing it to the community at no cost. The CSA model involves purchasing produce at the district's lowered cost and selling it at a low cost to community members. All activities will target local school sites located in low-access areas. An estimated 83,121 residents will have increased access and consumption to fresh fruits and vegetables.

Rx for Health: Increase access to preventive services through increased insurance coverage of lifestyle intervention programs and clinical and community linkages.

Increase preventative interventions through provider referrals to free/low-cost physical activity opportunities, tobacco cessation resources, and approved chronic disease self-management sessions,

Increase "Prescription for Health" patient referral to local resources to integrate the promotion of lifestyle interventions in Primary Care, specifically Federally Qualified Health Center (FQHC) and rural health clinic sites. Referrals will result in increased utilization of free and low-cost physical activity opportunities, tobacco cessation services, and Chronic Disease Self-Management Program workshops. The Prescription for Health system will include training and

support for clinicians, changes to electronic medical record to track referrals, and relationships with communities to track referral outcomes. Provider outreach and orientations followed by a pilot implementation will test the system to track referrals and facilitate provider feedback. Chronic Disease Self-Management Program workshop leader trainings will increase the capacity of the FQHC/rural health clinic staff to provide chronic disease prevention self-management workshops, a foundation for patients to engage in other prevention referral activities. Chronic Disease Self-Management Program classes provided by FQHC/rural health clinic staff not funded by the grant will provide for sustainability for the program. Financial barriers to patient participation in lifestyle interventions will be reduced through increased insurance coverage. Referral, patient participation and physician feedback will contribute to prevention and successful management of chronic illness. An estimated 130,500 patients will be reached at 15 Federally Qualified Health Center sites by September 29, 2017.

Coordination with PICH Evaluator

The PICH Evaluation Plan includes ongoing process and outcome elements for each initiative. Healthy Retail Environments and Farm to Table will have limited evaluation components. An expanded evaluation of Rx for Health will build upon the evidence supporting systems that support provider referral for community-based chronic disease prevention services, tracking of referrals, and feedback to the physician regarding patient participation and outcomes.

The successful contractor will be required to work collaboratively with the contracted Evaluator in the implementation of the Evaluation Plan including convening meetings with subcontractors and community partners for planning and training, data collection, and facilitation of data collection activities by staff and volunteers with subcontractors and community partners.

Coordination with Communication Coordinator

The communication plan includes development and implementation of communication activities for outreach to the general public, partners, and stakeholders to educate the target audience for each strategy. The Communication Plan will be utilized to deliver key messages to target audiences as well as share stories about local community efforts and achievements for each strategy. All activities listed in the plan will be field tested for cultural accuracy.

The Bidder will work collaboratively with the Communication Coordinator (DPH staff) in the implementation of the Communication Plan including convening meetings with subcontractors and community partners for planning and training as appropriate.

Administration

The Bidder will be required to demonstrate its ability and commitment to provide management of the project's scope of work including direct implementation and oversight of subcontractors. Approval from DPH and CDC is required prior to awarding the subcontracts.

The Bidder will conduct monthly meetings with the County to monitor and adjust activities to insure progress towards accomplishment of scope of work objectives. Meetings will also facilitate communication with the CDC, technical assistance requests, and partner engagement. The Bidder will participate in training sessions, conferences, and webinars on specific content areas as needed to augment the internal team's skills and program effectiveness.

A success story that can be used for public communication/media purposes will be submitted by the bidder with invoices monthly. A semi-annual and year-end report with documentation of deliverables will be required to prepare required CDC reports.

Centers for Disease Control Guidelines and Instructions

The Bidder must adhere to all CDC guidelines on www.cdc.gov/grants, and guidelines / instructions provided by CDC for PICH grantees during the grant period.

The development of educational materials / media materials involves obtaining prior permission from the CDC.

Equal Employment Opportunities

The Contractor shall comply with all provisions of federal, state, and local regulations to ensure that no employee or applicant for employment is discriminated against because of race, religion, color, gender, sexual preference, marital status, age, disability, or national origin.

MINIMUM QUALIFICATIONS

Respondents to this RFP must meet the following minimum qualifications:

1. At least five (5) years of experience in administering successful grant-funded public health projects that include policy, systems and environmental change, three (3) of which must have been provided in the County of Fresno.
2. Established community partnerships and office located in Fresno County.
3. Ability to identify and hire/contract qualified staff within eight (8) weeks of the executed contract. The Program team must include:
 - a. Program Manager (budgeted at .5 FTE or more) with a minimum of three (3) years of experience managing large grants, overseeing contractors and supervising staff.
 - b. Policy, Systems, Environmental Change (PSE) Expert with a minimum of five (5) years of experience leading successful high-level environmental and system change efforts. This individual may be contracted or staff.
 - c. Fiscal Coordinator with experience in developing, monitoring, and auditing grant budgets.
4. Administrative and fiscal capacity to implement grant requirements including subcontracting, directing and overseeing up to \$675,000 in services. Ability to establish contracts with identified subcontractors within 3 months.
5. Must have the philosophy, procedures, and staff training that shall allow limited or non-English speaking, culturally diverse and hard of hearing clients to be served effectively.
6. Must be willing to meet unique needs of Fresno County residents by including equal access to those with disabilities, gender-specific services, and culturally sensitive services that adhere to the National Standards on Culturally and Linguistically Appropriate Services (CLAS).

COST PROPOSAL

Cost proposals should be prepared in a manner to best demonstrate the merit of the proposal. A complete, itemized and detailed description of all costs should be included, such as labor, taxes, supplies for services, materials and equipment. It is the intent of the Department of Public Health, Contracts Section to have services begin September 1, 2015.

The contract emanating from the selected proposal will be for two years with a possible extension up to one year, pending funding availability and performance and fiscal reviews. The annual funding for the first year will be \$931,755. Annual funding for year two will be \$910,054. Unspent funds from each federal fiscal year may be awarded to the contractor in the following fiscal year, pending CDC approval. Total funding will not exceed \$2,900,000 for the total contract term.

Bidders are to complete and submit a summary of proposed staff, detailed budget and detailed budget narrative/justification forms in the Budget Forms template provided (Attachment B). The narrative/justification must explain in detail and justify each line item in the cost proposal. Budget narrative/justifications for years two (2) and three (3) must include justifications for each line that is differs from the information given in year one (1). The line item descriptions identified in the budget template are flexible in that they can be changed.

1. Provide a detailed budget for the proposed services. Personnel entries should include both full contract salary rates and percentage of time commitments by position. Necessary equipment (rental/lease/purchase) and the cost of a federal Single Audit Act audit must be budgeted. Bidders are to complete a detailed budget and a detailed budget justification narrative.
2. For purposes of uniformity, the budget must identify separate costs associated with personnel, facility/equipment, operations, program materials and supplies, staff expenses, financial services, special expenses, and fixed assets.
3. Administrative costs include all non-direct service personnel. This includes staff such as fiscal staff and clerical staff. The administrative rate shall not exceed 15% of total salaries and benefits. Employee benefits shall not exceed 20% of total salaries. (Note any exceptions and provide detailed justification and explanation).

Examples of allowable administrative costs include services such as:

- Accounting and budgeting
- Auditing
- Data processing
- Employee retirement system administration
- Legal services
- Personnel administration
- Procurement
- Maintenance and operation of central or home office
- Research and evaluation

Administrative costs claimed must be determined through an acceptable allocation method to fairly represent the services and benefits received by the facility.

Examples of unallowable administrative costs:

- General administrative costs of local government, such as public services (fire, sanitation)
- The salary and expenses of local governmental lawmaking bodies, such as the County Board of Supervisors and the City Council
- Tax anticipation warrants and property tax functions

4. Benefit Costs

Benefits are limited to 20% of total salaries and are determined by subtracting Worker's Compensation Insurance and Payroll Taxes from the total Benefits line and dividing that number by the Total Salary line. Worker's Compensation Insurance costs are generally considered to be as business cost as opposed to an employee benefit. Payroll Taxes are not considered a benefit and should not be included in the calculation.

5. Subcontracts

The Bidder can determine amounts of subcontracts. The proposal must detail the services that will be required in the subcontracts based on the PICH scope of Work (Appendix A).

6. Budget Narrative

Include a budget narrative explaining each budget section assuming the reviewer has no knowledge of your organization. Your budget narrative should also identify and explain any cost savings, if applicable.

The narrative should be clear relative to depreciation expenses, insurance expenses, and consultant service expenses. **Please note: The County of Fresno will not pay for consultant's time spend responding to this RFP.**

Include a summary of proposed staff identifying positions, full-time equivalents (FTE) dedicated to this service, summary of qualifications and proposed monthly salary. Monthly salary and total annual salary should be clearly identified.

7. Monthly Billing and Back-up Documentation

Contractor shall invoice County monthly, by the fifteenth day of the month for the prior month expenditures, addressed to the County of Fresno, Department of Public Health, OPPC-PICH, P.O. Box 11867, Fresno, CA 93775, Attention: OPPC-PICH Staff Analyst.

Contractor shall submit monthly invoicing that itemizes the line item charges for monthly program costs with detailed backup documentation for all expenditures (e.g. receipts, agendas, sign in sheets, event flyer).

PROPOSAL CONTENT REQUIREMENTS

It is important that the vendor submit his/her proposal in accordance with the format and instructions provided under this section. Doing so will facilitate the evaluation of the proposal. It will limit the possibility of a poor rating due to the omission or mis-categorization of the requested information. Responding in the requested format will enhance the evaluation team's item by item comparison of each proposal item. The vendor's proposal may be placed at a disadvantage if submitted in a format other than that identified below.

Bidders are requested to submit their proposals in a binder (one that allows for easy removal of pages) with index tabs separating the sections identified. Each page should be numbered.

Each binder is to be clearly marked on the cover with the proposal name, number, closing date, "Original" or "Copy", and bidder's name.

Merely offering to meet the specifications is insufficient and will not be accepted. Each bidder shall submit a complete proposal with all information requested. Supportive material may be attached as appendices. All pages, including the appendices, must be numbered.

Vendors are instructed not to submit confidential, proprietary and related information within the request for proposal. If you are submitting trade secrets, it must be submitted in a separate binder clearly marked "TRADE SECRETS", see Trade Secret Acknowledgement section.

The content and sequence of the proposals will be as follows:

- I. RFP PAGE 1 AND ADDENDUM(S) PAGE 1 (IF APPLICABLE) completed and signed by participating individual or agency.
- II. COVER LETTER: A one-page cover letter and introduction including the company name and address of the bidder and the name, address and telephone number of the person or persons to be used for contact and who will be authorized to make representations for the bidder.
 - A. Whether the bidder is an individual, partnership or corporation shall also be stated. It will be signed by the individual, partner, or an officer or agent of the corporation authorized to bind the corporation, depending upon the legal nature of the bidder. A corporation submitting a proposal may be required before the contract is finally awarded to furnish a certificate as to its corporate existence, and satisfactory evidence as to the officer or officers authorized to execute the contract on behalf of the corporation.
- III. TABLE OF CONTENTS
- IV. CONFLICT OF INTEREST STATEMENT: The Contractor may become involved in situations where conflict of interest could occur due to individual or organizational activities that occur within the County. In this section the bidder should address the potential, if any, for conflict of interest and indicate plans, if applicable, to address potential conflict of interest. This section will be reviewed by County Counsel for compliance with conflict of interest as part of the review process. The Contractor shall comply with all federal, state and local conflict of interest laws, statutes and regulations.

V. TRADE SECRET:

A. Sign where required.

VI. CERTIFICATION – DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS

VII. REFERENCES

VIII. PARTICIPATION

IX. EXCEPTIONS: This portion of the proposal will note any exceptions to the requirements and conditions taken by the bidder. If exceptions are not noted, the County will assume that the bidder's proposals meet those requirements. The exceptions shall be noted as follows:

- A. Exceptions to General Conditions.
- B. Exceptions to General Requirements.
- C. Exceptions to Specific Terms and Conditions.
- D. Exceptions to Scope of Work.
- E. Exceptions to Proposal Content Requirements.
- F. Exceptions to any other part of this RFP.

X. VENDOR COMPANY DATA: This section should include:

- A. A narrative which demonstrates the vendor's basic familiarity or experience with problems associated with this service/project.
- B. Descriptions of any similar or related contracts under which the bidder has provided services.
- C. Descriptions of the qualifications of the individual(s) providing the services.
- D. Any material (including letters of support or endorsement) indicative of the bidder's capability.
- E. A brief description of the bidder's current operations, and ability to provide the services.
- F. Copies of the audited Financial Statements for the last three (3) years for the agency or program that will be providing the service(s) proposed. If audited statements are not available, compiled or reviewed statements will be accepted with copies of three years of corresponding federal tax returns. This information is to be provided after the RFP closes, if requested. **Do not provide with your proposal.**
- G. Describe all contracts that have been terminated before completion within the last five (5) years:
 - 1. Agency contract with

2. Date of original contract
 3. Reason for termination
 4. Contact person and telephone number for agency
- H. Describe all lawsuit(s) or legal action(s) that are currently pending; and any lawsuit(s) or legal action(s) that have been resolved within the last five (5) years:
1. Location filed, name of court and docket number
 2. Nature of the lawsuit or legal action
- I. Describe any payment problems that you have had with the County within the past three (3) years:
1. Funding source
 2. Date(s) and amount(s)
 3. Resolution
 4. Impact to financial viability of organization.
- XI. SCOPE OF WORK:
- A. Bidders are to use this section to describe the essence of their proposal.
- B. This section should be formatted as follows:
1. A general discussion of your understanding of the project, the Scope of Work proposed and a summary of the features of your proposal.
 2. A detailed description of your proposal as it relates to each item listed under the "Scope of Work" section of this RFP. Bidder's response should be stated in the same order as are the "Scope of Work" items. Each description should begin with a restatement of the "Scope of Work" item that it is addressing. Bidders must explain their approach and method of satisfying each of the listed items.
- C. When reports or other documentation are to be a part of the proposal a sample of each must be submitted. Reports should be referenced in this section and submitted in a separate section entitled "REPORTS."
- D. A complete description of any alternative solutions or approaches to accomplishing the desired results.
- XII. COST PROPOSAL: Quotations may be prepared in any manner to best demonstrate the worthiness of your proposal. Include details and rates/fees for all services, materials, equipment, etc. to be provided or optional under the proposal.
- XIII. CHECK LIST

AWARD CRITERIA

COST

- A. As submitted under the "COST PROPOSAL" section.
 - a. Projected cost for services as described in the budget and budget justification utilizing the template provided (Appendix B).

CAPABILITY AND QUALIFICATIONS

- A. The proposal addresses all the requirements identified in the RFP? Will the proposed services satisfy County's needs and to what degree?
- B. The Bidder demonstrates knowledge or awareness of the problems associated with the program goals and scope of work proposed and knowledge of guidelines, expertise in implementation strategies, and effective operating principles required to provide this service?
- C. The amount of demonstrated experience in providing the services desired in a California County.
 - a. The Bidder describes at least five (5) years of experience in administering successful grant-funded public health projects that include policy, systems and environmental change, three (3) of which must have been provided in the County of Fresno.
 - b. The Bidder describes established community partnerships needed to administer the program and accomplish the scope of work objectives.
 - c. The Bidder has an office located in Fresno County.
 - d. The Bidder described their proposed method for compliance with regards to scope of work, reporting, invoicing, subcontractors, and CDC guidelines and training.

SCOPE OF WORK: IMPLEMENTATION PLAN

- A. The Bidder's service description addresses all the scope of work initiatives identified in the RFP.

Management

- B. The organizational plan and management structure adequate and appropriate for overseeing the PICH scope of work.
- C. Proposal includes a timeline for initiating work:
 - a. Description of how the key staff, Program Manager (.5 FTE minimum), PSE Expert (staff or contract), and Fiscal Coordinator, will be recruited within 8 weeks of the executed contract.
 - b. Description of the process for subcontractor selection within 3 months of the executed contract.
- D. Position descriptions for the key staff (Program Manager, PSE Expert, and Fiscal Coordinator) are adequate for management and oversight of the PICH contract, subcontracts, budget, and scope of work.

Administration

- E. The Bidder demonstrates ability and commitment to provide management of the project scope of work including direct implementation and oversight of subcontractors.
- F. The Bidder demonstrates commitment to consistent communication with Fresno County PICH staff and participation in training sessions, conferences, and webinars to facilitate successful completion of PICH scope of work activities and administrative compliance.
- G. The Bidder identifies training and technical assistance needs that will be addressed through the CDC Technical Assistance providers (Appendix C).

Direct Implementation by Bidder (not contracted)

- H. Description of implementation approach for activities in the scope of work that will be implemented directly by the Bidder (not contracted).
- I. The Bidder clearly describes approach to the physical activity strategy with regards to direct implementation or contracting activities. If implementing rather than contracting, Bidder demonstrates the capacity and expertise to complete the implementation activities.

Subcontracting

- J. The Bidder identifies required and proposed subcontracts with description of how each subcontractor will contribute to the completion of PICH scope of work activities.
- K. The bidder details the requirements and process for subcontractor communication; engagement with other PICH staff (County and Bidder) for planning, coordination, training, and evaluation; compliance monitoring; reporting including narrative and back-up documentation; and invoicing.

Letters of Support

- A. Bidder's proposal includes at least 10 letters of support from key partners related to scope of work implementation.
- B. Letters of support content
 - a. Partner letters include examples of past successful grant-funded projects.
 - b. Partner letters include descriptions of plans for collaboration for accomplishment of scope of work objectives.

CHECK LIST

This Checklist is provided to assist vendors in the preparation of their RFP response. Included in this list, are important requirements and is the responsibility of the bidder to submit with the RFP package in order to make the RFP compliant. Because this checklist is just a guideline, the bidder must read and comply with the RFP in its entirety.

Check off each of the following:

1. _____ The Request for Proposal (RFP) has been signed and completed.
2. _____ Addenda, if any, have been completed, signed and included in the bid package.
3. _____ **One (1) original plus six (6) copies** of the RFP have been provided.
4. _____ **Two (2) *reproducible compact discs** of the RFP have been provided.
5. _____ The completed *Trade Secret Form* as provided with this RFP (Confidential/Trade Secret Information, if provided must be in a separate binder).
6. _____ The completed *Criminal History Disclosure Form* as provided with this RFP.
7. _____ The completed *Participation Form* as provided with this RFP.
8. _____ The completed *Reference List* as provided with this RFP.
9. _____ Indicate all of bidder exceptions to the County's requirements, conditions and specifications as stated within this RFP.
10. _____ Lastly, on the **LOWER LEFT HAND CORNER** of the sealed envelope, box, etc. transmitting your bid include the following information:

County of Fresno RFP No.	<u>952-5369</u>
Closing Date:	<u>September 8, 2015</u>
Closing Time:	<u>2:00 P.M.</u>
Commodity or Service:	<u>Partnerships to Improve Community Health (PICH)</u>

Return Checklist with your RFP response.

ATTACHMENTS

- A. Scope of Work Initiative Details**
- B. Bid Template and Preparation Guidelines**

Partnerships to Improve Community Health (PICH) Scope of Work

Year 1

This scope of work including all objectives, activity description and deliverables are taken from the approved in the County of Fresno CDC PICH grant. The successful vendor will work closely with the Department's PICH Program in reaching the required deliverables. The successful vendor will be responsible for deliverables identified in bold "Lead Contractor".

The timelines identified in this document are target deadlines. Final deliverable timelines will be identified in the final Agreement with successful contractor.

Bidder is identified as the "Lead Contractor."

The Fresno County Department of Public Health is identified as "FCDPH."

Initiative 1: Storefront Advertising

Project Period Objective (PPO)

Increase the number of people with improved access to smoke-free and/or tobacco-free environments from 0 to 528, 090 by September 2017.

PPO Description

The retail environment is the tobacco industry's main point of entry into local communities, and where the bulk of its advertising and promotional budgets are spent. Tobacco retail stores are more densely distributed in low income and minority communities, and rural areas tend to have the lowest tobacco prices and the highest amount of tobacco promotions and ads. Tobacco advertising and promotions have an even greater effect on youth than peer pressure, and exposure increases the likelihood that youth will start to smoke. Exposure to tobacco marketing has also been shown to prevent current users from quitting. In Fresno County, tobacco retail store observation survey data that was collected in the summer of 2013 found that of the stores surveyed, 189 (48.0%) displayed tobacco advertisements, 200 (50.8%) displayed alcoholic beverage advertisements and 197 (50.0%) displayed sugary drink advertisements on storefront windows. Only 20 (5.1%) of the stores displayed healthy beverage advertisements (such as, water or 100% juice) and 8 (2.0%) displayed fruit and vegetables advertisements on storefront windows. The survey also documented that the cities focused on for this intervention had excessive advertising. For example, in the City of Kingsburg 46.2% of stores had more than 33% of storefront windows and clear doors covered by signs; in the City of Parlier 42.1% of stores had more than 33% of storefront windows and clear doors covered by signs; in the City of Fresno 40% of stores had more than 33% of storefront windows and clear doors covered by signs; in the City of Firebaugh 35.7% of stores had storefront windows covered by signs.

The Fresno County Department of Public Health (the Department) will reduce unhealthy storefront and outdoor advertising at Fresno County tobacco retailer locations to reduce the appeal of tobacco products. A reduction in the initiation of tobacco use in youth will decrease tobacco-related illnesses. The Department will educate and inform community members, retailers, and decision makers and provide technical assistance in the development and implementation of the proposed solution. An estimated 528, 090 people will be

reached in a minimum of three jurisdictions including: the Cities of Kingsburg, Fresno, Parlier and Firebaugh. The City of Fresno is the largest city in the County and the majority of tobacco retailers approximately half of all tobacco retailers in the County of Fresno are located in the City of Fresno.

Annual Objective 1 (AO1) Year 1

Increase the number of Jurisdictions with point of sale communication strategies that reduce storefront window and outdoor advertising of any sort, including tobacco to reduce appeal of tobacco products in retail environments from 0 to 1 by September 2015.

Year 1 AO1 Description

Work with partners to reduce the appeal of tobacco products in retail environments. Utilize the assessment of the Healthy Stores for a Healthy Community Workgroup to identify 2-4 local target jurisdictions in Fresno County. In year one, the goal is for at least one city (City of Kingsburg) in Fresno County, to adopt a practice that reduces storefront window and outdoor advertising of any sort, including tobacco, for alcohol/tobacco retailers. This will be accomplished through approved activities to educate and inform the community member, leaders, and retailers of the current advertising practices, the effects that unhealthy advertising has on youth health behaviors such as smoking initiation, and co-benefits of reducing advertising (safety, improved community aesthetics, etc.). Educate community members on industry marketing tactics to help people critically assess the advertising they see around them.

Year 1 AO1 Target Reach: 11,382

Activity	Activity Name	Description	Responsible Party	Deliverables
1.1.1	Target Jurisdictions	Identify two local target jurisdictions in Fresno County using the 2014 analysis by the Healthy Stores for a Healthy Community Workgroup.	FCDPH	Written report of analysis
1.1.2	Public Opinion Surveys	Revise the previously existing tobacco and storefront advertising public opinion survey. Collect 200 public opinion surveys at community events, health fairs, swap meets, etc. in the targeted jurisdiction. The public opinion survey will assess such elements as: demographics (gender, age, ethnicity, smoking/electronic cigarettes use status); concerns and knowledge related to youth exposure to unhealthy advertising and its impact on health behaviors such as tobacco use; perception of safety in shopping in stores with excessive signage verses stores with minimal signage; and support for the proposed solution.	FCDPH & Lead Contractor	Written report of data analysis
1.1.3	Education and outreach	Conduct eight presentations to community members and key leaders to provide education on the impact of storefront advertising has on health behaviors such as tobacco use and tobacco cessation, the Lee Law, and possible solutions. This will include educational presentations to community and philanthropic groups, council meetings, and city staff (such as, city planner, police chief, code enforcement, etc.)	FCDPH & Lead Contractor	Sign-in sheets, power point, packet of information provided

Activity	Activity Name	Description	Responsible Party	Deliverables
1.1.4	Retailer Education	Provide education to retailers in the local jurisdiction on youth exposure to unhealthy advertising and its impact on health behaviors such as tobacco use and the importance of not selling tobacco products to minors. A retailer training will be provided to local retailers on the provisions and purpose of the new ordinance.	Lead Contractor	Sign-in sheets, meeting notes, packet of information provided
1.1.5	Provide Technical Assistance	Provide ten hours of technical assistance to jurisdiction stakeholders in the development and implementation of the proposed solution such as, the development of model ordinance, etc.	Lead Contractor	Technical assistance log, technical assistance materials developed, copy of signed ordinance
1.1.6	Partner Engagement	Collaborate with the Fresno County Tobacco Prevention Program to convene at least 2 <i>Healthy Stores for a Healthy Community Workgroup</i> meetings. Workgroup members will serve as an advisory board and provide feedback on development of meeting and presentation materials, coordination for events and trainings, and provide collaborative support.	FCDPH & Lead Contractor	Meeting agenda, meeting notes
1.1.7	Retailer and Consumer Assessments	Conduct an assessment of consumers to measure: the purchasing habits of consumers; the condition of produce available at local stores; recommended changes to stores most frequently visited; feelings about tobacco, alcohol, and sugary drink advertisements posted at local stores. Conduct an assessment of retailers to measure: types of products offered at stores; willingness to sell healthy foods; incentives that can be provided to help stores provide healthier options; willingness to move unhealthy products such as, alcohol and tobacco products and sugary drinks to less visible locations in the store; participation in Federal Food Assistance; programs; advantages and/or disadvantages of removing sugary drink, tobacco and alcohol advertising from inside and outside of your store.	FCDPH & Lead Contractor	Key Informant Interview Survey Questions, Survey Results PowerPoint Presentation

DRAFT Annual Objective 1 (AO1) Year 2

Increase the number of Jurisdictions with point of sale communication strategies that reduce storefront window and outdoor advertising of any sort, including tobacco to reduce appeal of tobacco products in retail environments from 1 to 2 by September 2016.

DRAFT Year 2 AO1 Description

Work with partners to reduce the appeal of tobacco products in retail environments. In year two of the grant, the goal is for at least two cities in Fresno County and/or the County of Fresno, to adopt a practice that reduces storefront window and outdoor advertising of any sort, including tobacco, for alcohol/tobacco retailers. This will be accomplished through approved activities to educate and inform the community and decision makers of the current advertising practices, the effects of advertising (particularly on youth), and co-benefits of reducing advertising (safety, improved community aesthetics, etc.). Educate community members on industry marketing tactics to help people critically assess the advertising they see around them.

DRAFT Year 2 AO1 Target Reach: 494,665

Activity	Activity Name	Description	Responsible Party	Deliverables
1.1.1	Public Opinion Surveys	Collect 500 public opinion surveys at community events, health fairs, swap meets, etc. in the targeted jurisdiction. The public opinion survey will assess such elements as: demographics (gender, age, ethnicity, smoking/electronic cigarettes use status); concerns and knowledge related to youth exposure to unhealthy advertising and its impact on health behaviors such as tobacco use; perception of safety in shopping in stores with excessive signage verses stores with minimal signage; and support for the proposed solution.	Lead Contractor	Written report of analysis and selection
1.1.2	Education and Outreach	Conduct 16 educational presentations to community members and key leaders to provide education on the impact of storefront advertising has on health behaviors such as tobacco use and tobacco cessation, the Lee Law, and possible solutions. This will include educational presentations to community and philanthropic groups, council meetings, and city staff (such as, city planner, police chief, code enforcement, etc.)	FCDPH & Lead Contractor	Sign-in sheets, power point, packet of information provided
1.1.3	Retailer Education	Provide education to retailers in the local jurisdiction on youth exposure to unhealthy advertising and its impact on health behaviors such as tobacco use and the importance of not selling tobacco products to minors. A retailer training will be provided to local retailers on the provisions and purpose of the new ordinance.	Lead Contractor	Sign-in sheets, meeting notes, packet of information provided
1.1.4	Provide Technical Assistance	Provide ten hours of technical assistance to jurisdiction stakeholders in the development and implementation of the proposed solution such as, the development of model ordinance.	Lead Contractor	Technical assistance log, technical assistance materials, ordinance
1.1.5	Partner Engagement	Collaborate with the Fresno County Tobacco Prevention Program to convene at least 4 <i>Healthy Stores for a Healthy Community Workgroup</i> meetings. Workgroup members will serve as an advisory board and provide feedback on development of meeting and presentation materials, coordination for events and trainings, and provide collaborative support.	FCDPH & Lead Contractor	Meeting agenda, meeting notes

Initiative 2: Farm to Table

Project Period Objective (PPO)

Increase the number of people with improved access to environments with healthy food and beverage options from 0 to 45,480 by September 2017.

PPO Description

There is growing evidence that what individuals choose to consume is influenced by what is available locally. In Fresno County, there are more than five times as many fast-food restaurants and convenience stores as supermarkets. Research also documents that small food stores such as, corner stores and convenience stores, predominantly sell highly processed foods that are high in fat and are low in nutrients and tend to sell little fresh produce, whole grains, and low-fat dairy products. Furthermore, convenience stores and other small stores that sell unhealthy snack foods are more likely to be located in low income neighborhoods and often are near schools. Small food stores are also more likely to be located near schools with more Hispanic and African American students, even after accounting for students' poverty level. Access to grocery stores or markets can limit families' choices of food options. Many families are limited to what is available in corner stores or fast food outlets in the neighborhood. In order to find a wider variety of produce at more affordable prices, residents have to drive –if able – to larger communities with supermarkets or big box stores.

A survey conducted in 2013 at 394 local retail stores in Fresno County reveals that only 28.8% of stores sold non-fat or low-fat milk (1%), 28.3% sold whole wheat bread, 20.9% sold 4 or more types of fresh fruit and 21.2% sold 4 or more types of fresh vegetables. The quality of the fresh fruit and vegetables available at surveyed retail stores was mixed. A total of 42.7% of surveyed Fresno County stores offered all or mostly good quality fresh fruit, and 40.9% offered all or mostly good quality fresh vegetables.

In Fresno County over 350 crops are grown, many of them grown nowhere else in the nation, at least not commercially. However, food deserts and lack of access to transportation severely impact access to healthy foods and beverages for thousands of Fresno County residents. The United States Department of Agriculture Food Access Research Atlas identifies 93 census tracts (46.5%) in Fresno County identified as low-income census tracts with a significant number or share of residents living more than one-half mile (urban) or 10 miles (rural) from the nearest grocery store. The Fresno County Department of Public Health (the Department) will increase access and consumption to fruits and vegetables in neighborhood locations including school sites by increasing the availability of fresh produce. Affordable and convenient access to healthy foods will encourage the consumption of fresh local produce that will result in improved health of the community due to improved dietary conditions.

Fresno County and the Farm to Table Workgroup will work with local farmers, local food distributors, and school districts to build and strengthen infrastructure in order to increase access to fresh produce. The purchasing power of school districts will be leveraged to provide produce for purchase to neighborhood residents. School sites can select one or both models: food recovery or community supported agriculture (CSA). Food recovery involves recovering perishable whole produce that would otherwise go to waste and redistributing it to the community at no cost. The CSA model involves purchasing produce at the district's lowered cost and selling it at a low cost to community members. The CSA model was proven effective in a school district in a neighboring county. All activities will target local school sites located in low-access areas. An estimated 45,480 residents will have increased access and consumption to fresh fruits and vegetables.

Annual Objective 1 (AO1) Year 1

Increase the number of neighborhood locations that offer fresh fruits and vegetables for purchase to local residents with low access to produce from 0 to 3 by September 2015.

Year 1 AO1 Description

The Fresno County Department of Public Health (the Department) will increase access and consumption of fruits and vegetables for residents living in low-access areas through the implementation of a food distribution hub at local school sites. The Department and the Farm to Table Work group will work with local farmers, distributors, and school districts to build and strengthen infrastructure to increase access and consumption to fruits and vegetables at low or no cost. In year one, the goal is for at least three school sites, located within low-access areas, in the Fresno Unified School District to implement a Farm to Table program. This will be accomplished through approved activities such as partner collaboration, identifying participating school sites, developing an online purchasing tool and hosting a vendor showcase. Additional activities include surveying market preference of produce for the targeted community and promoting the program through various media outlets.

Year 1 AO1 Target Reach: 15,160

Activity	Activity Name	Description	Responsible Party	Deliverables
2.1.1	Partner Collaboration	Collaborate with community partners such as: nutrition center staff, food service directors, local distributors, farmers and school staff to implement Farm to Table program to increase access and consumption of fruits and vegetables. Convene at least 5 Farm to Table workgroup meetings. Workgroup members will serve as an advisory board and provide feedback on development of meeting and presentation materials, coordination for events and trainings, and provide collaborative support.	FCDPH & Lead Contractor	Meeting agenda and notes
2.1.2	Vendor Showcase	Host at least one Farm to Table Vendor Showcase to connect Fresno County school districts to local distributors and farmers to facilitate farm to table process.	FCDPH & Lead Contractor	Sign-in sheet, pictures of vendor showcase, meeting notes
2.1.3	Identify School Sites	Confirm participating school sites located within low-access areas and establish logistical processes such as method of distribution, ordering and payment.	FCDPH & Lead Contractor	Roster of school sites and logistical plan
2.1.4	Online Purchasing Tool	Develop and finalize draft of an online purchasing tool (i.e. mobile app or website) that the targeted population can use to order and/or purchase produce.	Lead Contractor	Draft of mobile app or website
2.1.5	Technical Assistance	Provide at least 5 hours of technical assistance to school sites, local distributors, farmers and other staff to implement distribution method.	Lead Contractor	Technical assistance log
2.1.6	Market preference	Survey the targeted community members near selected school sites within food deserts to determine market preference of produce. Share results with school food service directors and distributors to guide purchase of produce for distribution.	Lead Contractor	Survey instrument and results

Activity	Activity Name	Description	Responsible Party	Deliverables
2.1.7	Program promotion	Promote program through the use of flyers, school site newsletters, recorded phone messages, social media platforms, and other media resources (such as radio, newspaper, movie theater) as appropriate. Messages will be composed in appropriate languages (English, Spanish, Hmong).	Lead Contractor	Copies of promotional materials

DRAFT Annual Objective 1 (AO1) Year 2

Increase the number of neighborhood locations that offer fresh fruits and vegetables for purchase to local residents with low access to produce from 3 to 6 by September 2016.

DRAFT Year 2 AO1 Description

The Fresno County Department of Public Health (the Department) will increase access and consumption of fruits and vegetables for residents living in low-access areas through the implementation of a food distribution hub at local school sites. The Department and the Farm to Table Work group will work with local farmers, distributors, and school districts to build and strengthen infrastructure to increase access and consumption to fruits and vegetables at low or no cost. In year two, the goal is for an additional three school sites, located within low-access areas, in rural Fresno County to implement a Farm to Table program. This will be accomplished through approved activities such as partner collaboration, identifying participating school sites, developing an online purchasing tool and hosting a vendor showcase. Additional activities include surveying market preference of produce for the targeted community and promoting the program through various media outlets.

DRAFT Year 2 AO1 Target Reach: 15,160

Activity	Activity Name	Description	Responsible Party	Deliverables
2.1.1	Partner Collaboration	Collaborate with community partners such as: nutrition center staff, food service directors, local distributors, farmers and school staff to implement Farm to Table program to increase access and consumption of fruits and vegetables. Convene at least 5 Farm to Table workgroup meetings. Workgroup members will serve as an advisory board and provide feedback on development of meeting and presentation materials, coordination for events and trainings, and provide collaborative support.	FCDPH & Lead Contractor	Meeting agenda and notes
2.1.2	Vendor Showcase	Host at least two Farm to Table Vendor Showcase to connect Fresno County school districts to local distributors and farmers to facilitate farm to table process.	Lead Contractor	Sign-in sheet, pictures of vendor showcase, meeting notes
2.1.3	Identify School Sites	Identify and confirm additional school sites located within low-access areas and logistical processes such as method of distribution, ordering and payment.	FCDPH & Lead Contractor	Roster of school sites and logistical plan
2.1.4	Online Purchasing Tool	Refine online purchasing tool (mobile app or website) to address any deficiencies.	Lead Contractor	List of updates

Activity	Activity Name	Description	Responsible Party	Deliverables
2.1.5	Technical Assistance	Provide at least 5 hours of technical assistance to school sites, local distributors, farmers and other staff to implement distribution method.	Lead Contractor	Technical assistance log
2.1.6	Market preference	Survey the targeted community members near new additional selected school sites within food deserts to determine market preference of produce. Share results with distributors to guide purchase of produce for distribution.	Lead Contractor	Survey instrument and results
2.1.7	Program promotion	Promote program through the use of flyers, school site newsletters, recorded phone messages, social media platforms, and other media resources (such as radio, newspaper, movie theater) as appropriate. Messages will be composed in appropriate languages (English, Spanish, Hmong).	Lead Contractor	Copies of promotional materials

Initiative 3: Rx for Health

Project Period Objective (PPO)

Increase the number of people with improved opportunities for chronic disease prevention, risk reduction or management through improved clinical referral programs from 0 to 363,214 by September 2017.

PPO Description

Studies show that people who lead a physically active life, engage in chronic condition self-management programs, and are in good physical condition have a lower mortality rate and a longer life expectancy. Several types of interventions for the promotion of self-care and physical activity (PA) in Primary Care have been reported. Programs that combine written instructions, with several training sessions, an exercise program and strategies to change behavior increased effectiveness. Various authors have stressed the importance of patient referral to professionals who specialize in the design of healthy exercise programs outside the healthcare environment, making use of the local resources available in each area as a strategy for effective integration of the promotion of exercise in Primary Care. Growing evidence exists that educational and supportive interventions directed at helping patients to change risky behaviors or become better self-managers, improve outcomes across a range of chronic illnesses.

The Fresno County Department of Public Health will increase the number of people with improved opportunities for chronic disease prevention, risk reduction or management through improved clinical referral programs. In Year 1 of the grant, the Department will work with one managed care plan (CalViva Health) to reduce financial barriers to patient participation in lifestyle interventions through increased insurance coverage offered by one local managed care plan. A second managed care plan will also be engaged in the process in Year 1 but the majority of the focus will be on CalViva Health.

In Year 2 of the grant, the Department will work with Anthem Blue Cross to reduce financial barriers to patient participation in lifestyle interventions through increased insurance coverage offered. Additionally, in Years 2 and 3, the Department will utilize local resources to integrate the promotion of lifestyle interventions in Federally Qualified Health Centers and rural health clinic sites. This program will be called "Prescription for Health" (RX for Health System) Referrals will result in increased utilization of Take Off Pounds Sensibly Clubs, tobacco cessation (the California Smokers' Helpline provides free tobacco cessation counseling to California residents), and Chronic

Disease Self-Management Program workshops. The RX for Health System will include training and support for clinicians, changes to electronic medical record to track referrals, and relationships with communities to track referral outcomes. Provider outreach and orientation trainings will be followed by a pilot implementation that will test the system to track referrals. Chronic Disease Self-Management workshop leader trainings will increase the capacity of the health clinic site staff to provide chronic disease prevention self-management workshops. Workshops classes provided by health clinic site staff and not funded by the grant will provide for sustainability for the program. Referral, patient participation and physician feedback will contribute to prevention and successful management of chronic illness. An estimated 363,214 patients will be provided with coverage for participation in lifestyle interventions benefits. The number of patients reached through referrals through the "Prescription for Health Program" will be identified in Year 2 of the grant.

Annual Objective 1 (AO1) Year 1

Increase the number of managed care plans that provide reimbursement for lifestyle intervention programs (such as, Take Off Pounds Sensibly Clubs and Chronic Disease Self-Management Program workshops) from 0 to 1 by September 2015.

Year 1 AO1 Description

The Fresno County Department of Public Health will increase the number of Lifestyle Intervention Programs that are covered by managed care plans. An assessment of managed care plans reimbursement strategies for Lifestyle Intervention Programs will establish a baseline for this intervention. Educational presentations and planning meetings with managed care plan staff will provide a pathway for systematic change. An estimated 242,542 patients will be impacted among the one targeted managed care plan.

Year 1 AO1 Target Reach: 254,000

Activity	Activity Name	Description	Responsible Party	Deliverables
3.1.1	Managed Care Plan Assessment	Assess current fiscal reimbursement strategies for lifestyle interventions by managed care plans and establish a baseline of which Lifestyle Intervention Programs are covered. Conduct a cross plan comparison to identify gaps and potential funding mechanisms.	FCDPH & Lead Contractor	Assessment Results
3.1.2	Educational Materials	Develop supportive materials needed to facilitate negotiation with managed care plan and clinics.	Lead Contractor	Educational materials developed
3.1.3	Managed Care Plan and Clinic Outreach	Conduct at least three meetings with managed care plan Chief Executive Officers, Regional Directors, Medical Directors, and other staff about how the increase in coverage for lifestyle intervention programs can prevent and manage chronic illness.	FCDPH & Lead Contractor	Talking points, meeting notes, agendas
3.1.4	Secure Coverage	Document the support of the managed care plan to provide coverage of lifestyle intervention programs (such as, Take Off Pounds Sensibly Clubs, and Chronic Disease Self-Management Program workshops).	Lead Contractor	Documentation of Coverage

Activity	Activity Name	Description	Responsible Party	Deliverables
3.1.5	Provider Champions	Work with Fresno County Health Officer and clinics to identify healthcare provider champions to assist in promotion of the RX for Health System.	FCDPH & Lead Contractor	List of recruited healthcare providers, recruitment talking points
3.1.6	Health Clinics Assessment	Conduct an assessment of current lifestyle intervention program referral practices at the federally qualified health centers/rural health clinics in Fresno County.	Lead Contractor	Assessment Results
3.1.7	Technical Assistance	Provide five hours of technical assistance to the targeted managed care plan to help facilitate the adoption and implementation of a new policy.	Lead Contractor	Technical Assistance Log

DRAFT Annual Objective 1 (AO1) Year 2

Increase the number of managed care plans that provide reimbursement for lifestyle intervention programs (such as, Take Off Pounds Sensibly Clubs, tobacco cessation, and Chronic Disease Self-Management Program workshops) from 1 to 2 by September 2016.

DRAFT Year 2 AO1 Description

The Fresno County Department of Public Health will increase the number of Lifestyle Intervention Programs (such as, Take Off Pounds Sensibly Clubs and Chronic Disease Self-Management Program workshops) that are covered by managed care plans. An assessment of managed care plans reimbursement strategies for Lifestyle Intervention Programs will establish a baseline for this intervention. Educational presentations and planning meetings with managed care plan staff will provide a pathway for systematic change. An estimated 337,364 patients will be impacted among the one targeted managed care plan.

DRAFT Year 2 AO1 Target Reach: 337,364

Activity	Activity Name	Description	Responsible Party	Deliverables
3.1.1	Educational Materials	Develop supportive materials needed to facilitate negotiation with managed care plan and clinics.	Lead Contractor	Educational materials developed
3.1.2	Managed Care Plan Outreach	Conduct at least three meetings with managed care plan Chief Executive Officers, Regional Directors, and other staff about how the increase in coverage for lifestyle intervention programs can prevent and manage chronic illness.	FCDPH & Lead Contractor	Talking points, agendas, meeting notes
3.1.3	Secure Coverage	Document the support of the managed care plan to provide coverage of lifestyle intervention programs (such as, Take Off Pounds Sensibly Clubs, and Chronic Disease Self-Management Program workshops).	Lead Contractor	Documentation of Coverage
3.1.4	Technical Assistance	Provide five hours of technical assistance to the targeted managed care plan to help facilitate the adoption and implementation of a new policy.	Lead Contractor	Technical Assistance Log

DRAFT Annual Objective 2 (AO2) Year 2

Increase the number of primary care clinics that have adopted a Prescription for Health Referral System from 0 to 8 by September 2016.

DRAFT Year 2 AO2 Description

Increase "Prescription for Health System" patient referral to local resources to integrate the promotion of lifestyle interventions in Primary Care, specifically Federally Qualified Health Center sites. Referrals will result in increased utilization of Take Off Pounds Sensibly (TOPS) Clubs, tobacco cessation services, and Chronic Disease Self-Management Program workshops. The Prescription for Health System will include training and support for clinicians, changes to electronic medical record to track referrals, and relationships with communities to track referral outcomes. Provider outreach and orientations followed by a pilot implementation will test the system to track referrals and facilitate provider feedback. Chronic Disease Self-Management Program workshop leader trainings will increase the capacity of the Federally Qualified Health Center staff to provide chronic disease prevention self-management workshops, a foundation for patients to engage in other prevention referral activities. Chronic Disease Self-Management Program (CDSMP) classes provided by Federally Qualified Health Center staff not funded by the grant will provide for sustainability for the program. Financial barriers to patient participation in lifestyle interventions will be reduced through increased insurance coverage. Referral, patient participation and physician feedback will contribute to prevention and successful management of chronic illness. An estimated 25,850 patients will be reached at 8 Federally Qualified Health Center/ rural health clinic sites.

DRAFT Year 2 AO2 Target Reach: 25,850

Activity	Activity Name	Description	Responsible Party	Deliverables
3.1.1	Develop Prescription for Health System	Work with at least eight Federally Qualified Health Center/ rural health clinic sites to develop tailored systems (electronic if possible) to provide and track referrals for lifestyle intervention programs.	Lead Contractor	Protocol of referral system
3.1.2	CDSMP and TOPS Accessibility	Work with current CDSMP program, TOPS Area Coordinator and Federally Qualified Health Center/ rural health clinic sites to increase availability of CDSMP classes and TOPS Clubs in locations accessible to clinic patients. Provide training as needed to certify Federally Qualified Health Center/ rural health clinic staff and community health workers as Chronic Disease Self-Management Program workshop leaders.	FCDPH & Lead Contractor	Sign-in sheets, training materials
3.1.3	Orientation Trainings	Work with clinic staff to develop an orientation training on how to utilize the new Prescription for Health referral system. A total of at least five trainings will be conducted by clinic staff for other staff members.	Lead Contractor	Sign-in sheets, training materials
3.1.4	Track Referrals	Work with clinic staff, TOPS Clubs, the California Smokers' Helpline, CDSMP to monitor the tracking system for referrals and patient participation. Make adjustments as needed.	Lead Contractor	Reports from tracking system, meeting notes

Administrative

Activity	Activity Name	Description	Responsible Party	Deliverables
4.1.1	Establish Subcontracts	Establish subcontracts within three months of execution of lead contract with FCDPH.	Lead Contractor	Copy of executed contracts
4.1.2	Monitor Subcontracts	Monitor subcontracts to insure compliance with the agreements. Process invoices.	Lead Contractor	Copies of monthly invoices from contractors and documentation of payment.
4.1.3	Administrative Meetings	Meet monthly with FCDPH. Include subcontractors quarterly.	Lead Contractor & Subcontractors	Meeting agendas, sign-in sheets
4.1.4	Training	Attend training sessions, conferences, conference calls, and webinars on specific content areas to augment the internal team's skills and program effectiveness.	Lead Contractor	Copies of training agendas. Document will be provided with semi-annual progress report.
4.1.5	Evaluation	Work collaboratively with the contracted Evaluator in the implementation of the Evaluation Plan including convening meetings with subcontractors and community partners for planning and training, data collection, and facilitation of data collection activities by staff and volunteers with subcontractors and community partners.	Lead Contractor	Meeting agendas, sign-in sheets
4.1.6	Communication	Work collaboratively with the Communication Coordinator (county staff) in the implementation of the Communication Plan including convening meetings with subcontractors and community partners for planning and training as appropriate.	Lead Contractor	Meeting agendas, sign-in sheets
4.1.7	Success Stories	Submit a minimum of one success to DPH monthly that can be used for public communication/media purposes.	Lead Contractor	Copy of communication submitted to DPH
4.1.8	Progress Reports	Submit progress bi-annual reports following guidelines from FCDPH and the Centers Disease Control and Prevention. Submit electronic documentation of deliverables.	Lead Contractor	Semi-annual progress report with supporting documents.
4.1.9	Invoicing	Submit monthly Invoices to FCDPH by the fifth of each month. Backup documentation includes timesheets, expenditure detail and copies of respective receipts.	Lead Contractor	Monthly invoices, backup documentation

YEAR 1 BUDGET				
PERSONNEL				
Position Title and Name	Annual Salary	% FTE ¹	Benefit Rate ²	Benefit Cost
Position 1	\$ -			\$ -
Position 2	\$ -			\$ -
Position 3	\$ -			\$ -
Position 4	\$ -			\$ -
Position 5	\$ -			\$ -
Sub-Total	\$ -	0.0		\$ -
Total Personnel	\$ -	<i>Total salaries & benefits</i>		\$ -

OPERATIONAL	
Office supplies	
Postage	
Telecommunications	
Computers	
Printing	
Facilities	
Total Operational	\$ -

Notes

1: Full-time equivalent

2: Not to exceed 20% of annual salary

3: Not to exceed \$931,755

TRAVEL	
Mileage (57.5¢ per mile)	
Per Diem	
Lodging	
Total Travel	\$ -

OTHER COSTS	
Equipment maintenance	
Federal Single Audit Act audit	
Other business services	
Total Other	\$ -

Administrative Cost	\$ -
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(15% of Total Salaries and Benefits)

CONTRACTUAL	
Healthy Retail	
Farm to Table	
Rx for Health	
Total Contractual	\$ -

TOTAL BUDGET³	\$ -
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Budget Preparation Guidelines

Procurement and Grants Office (PGO)

Preparing a budget can be one of the most confusing aspects of applying for a CDC grant or cooperative agreement. This document provides guidance for the preparation of a budget request and examples to help with the process. Adherence to this guidance will facilitate timely review and approval of a budget request.

Salaries and Wages

For each requested position, provide the following information: 1) name of staff member occupying the position, if available; 2) annual salary; 3) percentage of time budgeted for this program; 4) total months of salary budgeted; and 5) total salary requested. Also, provide a justification and describe the scope of responsibility for each position, relating it to the accomplishment of program objectives.

Sample Budget

Position Title and Name	Annual Salary	Time	Months	Amount Requested
<i>Project Coordinator Susan Taylor</i>	<i>\$45,000</i>	<i>100%</i>	<i>12 months</i>	<i>\$45,000</i>
<i>Finance Administrator John Johnson</i>	<i>\$28,500</i>	<i>50%</i>	<i>12 months</i>	<i>\$14,250</i>
<i>Outreach Supervisor (Vacant*)</i>	<i>\$27,000</i>	<i>100%</i>	<i>12 months</i>	<i>\$27,000</i>
Total Personnel				\$86,250

Sample Justification

The format may vary, but the description of responsibilities should be directly related to specific program objectives.

Job Description: Project Coordinator – (Susan Taylor)

This position directs the overall operation of the project including overseeing the implementation of project activities, coordination with other agencies, development of materials, provisions of service and training, collects, tabulates and interprets required data, program evaluation and staff performance evaluation. This individual is the responsible authority for ensuring reports and documentation are submitted to CDC. This position relates to all program objectives.

Fringe Benefits

Fringe benefits are usually applicable to direct salaries and wages. Provide information on the rate of fringe benefits used and the basis for their calculation. If a fringe benefit rate is not used, itemize how the fringe benefit amount is computed.



Sample Budget

Fringe benefits computed by an established rate.

Fringe Benefits Total \$ _____

25% of Total salaries = Fringe Benefits

If fringe benefits are not calculated using a percentage of salaries, itemize how the amount is determined for each salary and wage being requested.

Project Coordinator Salary - \$45,000

Fringe Benefit	Percentage of Salary	Amount Requested
Retirement	5%	\$2,250
FICA	7.65%	\$3,443
Insurance	N/A	\$2,000
Workers Compensation	N/A	\$
Total Fringe		\$7,693

Consultant Costs

This category should be used when hiring an individual to give professional advice or services (e.g., training, expert consultant, etc.) for a fee, but not as an employee of the grantee organization. Written approval must be obtained from CDC prior to establishing a written agreement for consultant services, and must be obtained annually in order to re-establish the written agreement. Approval to initiate or continue program activities through the services of a consultant requires submission of the following information to CDC for each consultant:

1. **Name of Consultant:** Identify the name of the consultant and describe his or her qualifications.
2. **Organizational Affiliation** (if applicable): Identify the organization affiliation of the consultant.
3. **Nature of Services to Be Rendered:** Describe the consultation that will be provided, including the specific tasks to be completed and specific deliverables. A copy of the actual consultant agreement should not be sent to CDC.
4. **Relevance of Service to the Project:** Describe how the consultant services relate to the accomplishment of specific program objectives.
5. **Number of Days of Consultation** (basis for fee): Specify the total number of days of consultation.
6. **Expected Rate of Compensation:** Specify the rate of compensation for the consultant (e.g., rate per hour, rate per day). Include a budget showing other costs (e.g., travel, per diem, supplies, and other related expenses) and list a subtotal.
7. **Method of Accountability:** Describe how the progress and performance of the consultant will be monitored. Identify who is responsible for supervising the consultant agreement.

If the required information described above is not known at the time the application is submitted, the information may be submitted later as a revision to the budget. In the body of the budget request, a summary should be provided of the proposed consultants and amounts for each.

Equipment

Equipment is defined as tangible, non-expendable personal property (including exempt property) that has a useful life of more than one year AND an acquisition cost of \$5,000 or more per unit. . However, in circumstances where your organization has a lower threshold, you may work with your CDC Grants Management Officer to establish a threshold that is consistent with your organization's policy.

All budget requests should individually list each item requested, and provide the following information: 1) number needed; 2) unit cost of each item; and 3) total amount requested. Also, provide a justification for the use of each item and relate it to specific program objectives. Maintenance or rental fees for equipment should be shown in the *Other* category.

Sample Budget

Item Requested	Number Needed	Unit Cost	Amount Requested
<i>Computer Workstation</i>	<i>2 ea.</i>	<i>\$5,500</i>	<i>\$11,000</i>
<i>Computer</i>	<i>1 ea.</i>	<i>\$6,000</i>	<i>\$6,000</i>
Total Equipment			\$17,000

Sample Justification

The computer workstations will be used by the principal investigator and statistician to collect required data, perform data analysis, and generate reports. These computers will also support the daily operation of the project, routine correspondence, research, and electronic communication.

Supplies

Individually list each item requested, and provide the following information: 1) specify the type of item, as appropriate; 2) number needed; 3) unit cost of each item; and 4) total amount requested. If appropriate, General office supplies may be shown by an estimated amount per month times the number of months in the budget category. Also, provide a justification for the use of each item and relate it to specific program objectives.

Sample Budget

Item Requested	Type	Number Needed	Unit Cost	Amount Requested
<i>Computer Workstation</i>	<i>(Specify type)</i>	<i>3 ea.</i>	<i>\$2,500</i>	<i>\$7,500</i>
<i>Word Processing Supplies</i>	<i>(Specify type)</i>	<i>1 ea.</i>	<i>\$400</i>	<i>\$400</i>
<i>Educational Pamphlets</i>	<i>N/A</i>	<i>3,000 copies</i>	<i>\$1</i>	<i>\$3,000</i>
<i>General Office Supplies</i>	<i>Pens, pencils, paper</i>	<i>12 months</i>	<i>\$20/month per person for 10 people</i>	<i>\$2,400</i>
Total Supplies				\$19,900

Sample Justification

Office supplies will be used by staff members to carry out daily activities of the program. The education pamphlets and videos will be purchased from Vendor X and used to illustrate and promote safe and healthy activities. Word Processing Software will be used to document program activities, process progress reports, etc.

Travel

Dollars requested in the Travel category should be for **recipient staff travel only**. Travel for consultants should be shown in the Consultant category. Travel for other participants (e.g., advisory committees, review panel, etc.) should be itemized as specified below and placed on the *Other* category.

For In-State Travel, provide a narrative justification describing the travel staff members will perform. List where travel will be undertaken, number of trips planned, who will be making the trips, and approximate dates. If mileage is to be paid, provide the number of miles and the cost per mile. If travel is by air, provide the estimated cost of airfare. If per diem/lodging is to be paid, indicate the number of days and amount of daily per diem, as well as the number of nights and estimated cost of lodging. Include the cost of ground transportation, when applicable.

For Out-of-State Travel, provide a narrative justification including the same information requested above. Include CDC meetings, conferences, and workshops, if required by CDC. Itemize Out-of-State Travel in the format described above for In-State Travel.

Sample Travel Budget

Travel (In-State and Out-of-State)

Total \$_____

Sample In-State Travel Budget

Travel (In-State): Total \$_____

Number of Trips	Number of People	Cost of Airfare	Number of Total Miles	Cost per Mile	Amount Requested
1	2	N/A	500 mi.	\$0.27	\$270
25	1	N/A	300 mi.	\$0.27	\$2,025
Total					\$2,295

Per Diem or Lodging	Number of People	Number of Units	Unit Cost	Amount Requested
<i>Per Diem</i>	2	2 days	\$37/day	\$148
<i>Lodging</i>	2	1 night	\$67/night	\$134
Total				\$282

Sample In-State Travel Justification

The Project Coordinator and the Outreach Supervisor will travel to (location) to attend AIDS conference. The Project Coordinator will make an estimated 25 trips to local outreach sites to monitor program implementation.

Sample Out-of-State Travel Budget

Travel (Out of-State): Total \$_____

Number of Trips	Number of People	Cost of Airfare	Number of Total Miles	Cost per Mile	Amount Requested
1	1	\$500	N/A	N/A	\$500

Per Diem or Lodging	Number of People	Number of Units	Unit Cost	Amount Requested
Per Diem	1	3 days	\$45/day	\$135
Lodging	1	1 night	\$88/night	\$88

Ground Transportation?	Number of People	Amount Requested
Yes	1	\$50

Sample Out-of-State Travel Justification

The Project Coordinator will travel to CDC, in Atlanta, GA to attend the CDC conference.

Other

This category contains items not included in the previous budget categories. Individually list each item requested and provide appropriate justification related to the program objectives.

Sample Budget

Item Requested	Number of Months	Estimated Cost per Month	Number of Staff	Amount Requested
Telephone		\$		\$
Postage		\$		\$
Equipment Rental		\$	N/A	\$
Internet Provider Service		\$	N/A	\$
Total Other				\$

Item Requested	Number Needed	Unit Cost	Amount Requested
Printing	___ documents	\$	\$

Sample Justification

For printing costs, identify the types and number of copies of documents to be printed (e.g., procedure manuals, annual reports, materials for media campaign).

Contractual Costs

Cooperative Agreement recipients must obtain written approval from CDC prior to establishing a third-party contract to perform program activities. Approval by CDC to utilize funds and initiate program activities through the services of a contractor requires the submission of the following information for each contract to CDC:

1. **Name of Contractor:** Identify the name of the proposed contractor and indicate whether the contract is with an institution or organization.
2. **Method of Selection:** State whether the contract is sole source or competitive bid. If an organization is the sole source for the contract, include an explanation as to why this institution is the only one able to perform contract services.
3. **Period of Performance:** Specify the beginning and ending dates of the contract.
4. **Scope of Work:** Describe the specific services/tasks to be performed by the contractor and relate them to the accomplishment of program objectives. Deliverables should be clearly defined.
5. **Method of Accountability:** Describe how the progress and performance of the contractor will be monitored during and on close of the contract period. Identify who will be responsible for supervising the contract.
6. **Itemized Budget and Justification:** Provide an itemized budget with appropriate justification. If applicable, include any indirect cost paid under the contract and the indirect cost rate used.

If the information described above is not known at the time the application is submitted, the information may be submitted later as a revision to the budget. Copies of the actual contracts should not be sent to CDC, unless specifically requested. In the body of the budget request, a summary should be provided of the proposed contracts and amounts for each.

Direct Costs

Show the direct costs by listing the totals of each category, including salaries and wages, fringe benefits, consultant costs, equipment, supplies, travel, other, and contractual costs. Provide the total direct costs within the budget.

Indirect Costs

To claim indirect costs, the applicant organization must have a current approved indirect cost rate agreement established with the cognizant federal agency. A copy of the most recent indirect cost rate agreement must be provided with the application.

If the applicant organization does not have an approved indirect cost rate agreement, costs normally identified as indirect costs (overhead costs) can be budgeted and identified as direct costs