

Request for Proposal

RFP # 21-061

Request for Proposals for

Supportive Services for Foster Youth

Wake County, North Carolina P.O. Box 550 Raleigh, North Carolina 27602

Proposals are due August 12, 2021 before 3:00 pm local time.



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1 Introduction

1.1 Introduction

Wake County, North Carolina ("The County") is seeking proposals from qualified vendors to provide professional supportive services that will improve outcomes for foster youth transitioning from care at age 18 and youth voluntarily continuing services through age 21. At any given time, there are approximately 225 LINKS Youth, ages 13 to 21. The goal is to provide a network of support that includes group support meetings, access to continuing education, career and education planning, education and access to affordable housing, employment development assistance, and other independent and transitional living skills. A collaborative partnership between the Provider's Foster Youth Program and the County's 4H Youth Development programs will make this continuum of care possible for youth ages 13 to 21 in the County foster care system.

The County seeks successful outcomes to allow youth to move toward independence as adults and to foster strong, healthy, and permanent relationships with adults. Throughout this request for proposals ("RFP"), the "Proposer" refers to qualified firms that submit Proposals and the "Consultant" refers to the Proposer who is selected to provide the services described within this RFP. half of the approximate 225 LINKS Youth ages 13 to 21.

1.2 Project Overview

1.2.1 County Overview

<u>Wake County</u>: The County is the most populous county in North Carolina. The County consists of 12 municipalities and includes Raleigh, the County seat and State capitol. The County's population is estimated to be in excess of 1.1 million residents.

1.2.2 Program Services

The County's goal is to serve foster youth according to best practices defined by Casey Family Programs (a nationwide expert with over 40 years of front-line work with families and foster youth), and to improve outcomes for foster youth transitioning from care at ages 18 to 21. The County's program focuses on working with youth by providing life skill education on such topics as financial literacy, independent living, college preparation, conflict resolution, effective communication, goal planning, relationships and decision making; collaborating with staff from child welfare, juvenile court and community agencies that touch the lives of these youth.



1.3 Scope of Services

The scope of services covered in this RFP is to provide the County professional supportive services for Foster Youth ages 13 to 17 who are currently in the custody of the County and Young Adults ages 18 to 21 who are on an active Voluntary Placement Agreement.

The County will select one Vendor to provide a comprehensive set of services of the services listed below:

Proposed Services: Services will be rendered to youth & young adults utilizing the following models:

A. LINKS Academy Sessions

Information about the County's LINKS program may be found at: http://www.wakegov.com/humanservices/children/links/Pages/default.aspx

- Proposer will provide at least one scheduled educational session per week
 with a focus on the 8-LINKS Outcomes for LINKS Youth ages 13 to 21.
 Services will offer a variety of programming and events for youth. Some are
 one time or occasional educational events organized around specific topics.
 Others are ongoing educational series meeting one or more times a week
 for several weeks or months.
- Proposer agrees to collaborate with LINKS Coordinator to discuss and coordinate assessed needs, topics, activities, desired outcome, and anticipated impact.
- Proposer will serve a minimum of 60 youth per month.
- Proposer will fully staff, and provide any food, incentives and/or program supplies for the LINKS Academy Sessions.

B. Internships

Proposer will coordinate and provide paid Internship Opportunities for a minimum 20 youth, ages 16 and up. Youth will have the opportunity to work with local agencies, explore careers, improve job readiness skills, and increase opportunities for stable employment. This service will expose youth to jobs in diverse fields while receiving coaching and support. Youth will be matched with internships based on their interest, knowledge, skills, career aspirations, and other attributes.

C. Tutoring Services

Proposer agrees to train and support tutors who will provide assistance to a minimum of 15 youth by assessing their needs and accordingly provide different types of supportive help. Youth will attend tutoring sessions where they will work with assigned tutors. Tutors and youth will work together until successfully completing their tutoring agenda/plan to execute the common goal of helping the youth address their area of improvement. Tutoring will impact the youth positively by strengthening subject comprehension, building their learning and studying skills, and providing youth with positive reassurance. For the purpose of outcome



measurements, a tutored youth is defined as having been matched with tutors for at least three quarters of the school year.

D. Transportation Assistance

Proposer agrees to provide transportation assistance, in the form of vouchers, passes, and/or approved transportation services will be provided for youth to access internships, tutoring, LINKS Sessions, and/or enrichment services and activities. Proposer agrees to collaborate with LINKS Coordinator to coordinate transportation to offsite activities.

E. Temporary Assistance

Proposer agrees to provide temporary assistance, in the form of hard goods, for youth to meet youth-specific needs, as requested by the LINKS Coordinator and/or youth-assigned social worker through a defined referral process. These hard goods may include, but are not limited to kitchen utensils, furniture, other donated items, personal care items, instrument, school supplies, uniforms, linens and/or small appliances.

1.4 General Proposal Requirements

When responding to this RFP, please follow all instructions carefully. Please submit proposal contents according to the outline specified and submit documents according to the instructions. Failure to follow these instructions will be considered a non-responsive proposal and may result in immediate elimination from further consideration.

By submitting a proposal, Proposers acknowledge that:

- 1.4.1 The County reserves the right to reject any or all proposals if it determines that select proposals are not responsive to the RFP. The County reserves the right to reconsider any proposal submitted at any phase of the procurement. It also reserves the right to meet with select Proposers at any time to gather additional information.
- 1.4.2 Proposals will be received by Wake County Government at the time noted on the cover page of this document. At that point, Wake County will close the receipt of proposals and begin the evaluation process. The only information that will be released will be the names of the respondent(s). No other information will be disclosed, except as required by the evaluation process, until a contract is awarded.

Wake County, solely at its option, may disclose the name(s) of any firms or companies being considered or elevated during the process. Proposers are not to contact any county staff or elected official in reference to the process due to the nature of a competitive environment and to protect the integrity of the RFP process. As information becomes available and is relevant for release, that information will be shared with respondents.



2 General Submittal Requirements

2.1 Proposal Contact

This RFP and any subsequent action taken as a result thereof is issued by the Wake County Procurement Services in accordance with North Carolina General Statutes on behalf of the County. Proposal responses should be directed to Procurement Services, specifically to the Purchasing Director, as outlined below. In regards to this RFP and subsequent procurement process, vendors shall make NO CONTACTS, either written or verbal, with any Wake County employee, staff member, or Board of Commissioner members during the period beginning with the issuance of this document through approval of award unless authorized by the proposal contact. Any attempt by a Proposer to contact or influence a member or members of the aforementioned will result in the immediate disqualification of the Proposer from award for items or services on this RFP.

Proposal Contact:

Melissa England
Wake County Procurement Services
Email: Melissa.england@wakegov.com
Telephone Number: 919-856-6327

2.2 Proposal Submittal Requirements

Proposers are required to prepare their Proposals in accordance with the instructions outlined in this part and elsewhere in this RFP. In lieu of hard copies, proposers should submit an email response to the following email address Bids@wakegov.com and enter RFP #21-061 in the subject line. By virtue of submitting an electronic response, you agree to the following:

- Response to be submitted to: Bids@wakegov.com
- Acceptable file types are: PDF, Word, Excel, and like. Zip files will be rejected.
- All files will be submitted for virus scan. Any files containing such will be rejected with no automatic re-submittal.
- Files submitted are to be directly related to the subject RFP. No promotional type material will be considered.
- Vendors should submit their responses via email to the mailbox listed above.
- File size limits are limited, the default maximum size supported for the entire email would be 35MB.
- Any failure of a file to be received, for any reason, will be totally a vendor / submitter responsibility.



Mailing Address:

Attn: Melissa England
Wake County Procurement Services
Wake County Justice Center, 2nd Floor – Ste 2900
301 S. McDowell Street
Raleigh, NC 27601

The County must receive Proposals BEFORE 3:00 PM, August 12, 2021. Late Proposals will not be accepted. The time of receipt shall be determined by the time in the email message. The County will not be held responsible for the failure of any file to be received prior to the stated Proposal due date and time. It is solely the Proposer's responsibility to: (1) Ascertain that they have all required and necessary information, documents and addenda, prior to submitting a response; (2) Ensure that the response is received at the correct location and time. Late responses, regardless of delivery means, will not be accepted. Failure to respond to all questions and follow the instructions may result in immediate elimination from further consideration.

2.3 Proposer Expenses

The County will not be responsible for any expenses incurred by any Proposer in the development of a response to this Request for Proposal or any other activities associated with this procurement including but not limited to any onsite (or otherwise) interviews and/or presentations, and/or supplemental information provided, submitted, or given to Wake County and/or its representatives. Further, the County shall reserve the right to cancel the work described herein prior to issuance and acceptance of any contractual agreement/purchase order by the recommended Proposer even if the Board of Commissioners has formally accepted a recommendation.

2.4 Interpretations, Discrepancies, and Omissions

Should any Proposer find discrepancies, omissions or ambiguities in this RFP, the Proposer must at once request in writing an interpretation from proposal contact listed in Section 2.1. The deadline for submitting questions is July 23rd by 5:00 PM. All questions will be answered to the extent possible in the form of addenda to the specifications. The addenda will be available the day following the question deadline. All written requests for clarification should be addressed to the attention of the Procurement Manager.

Failure to request an interpretation will be considered evidence that the Proposer understands the provision of the RFP.

The issuance of a written addendum is the only official method by which interpretation, clarification or additional information will be given by the County. Only questions answered by formal written addenda will be binding. Oral and other interpretations or



clarification will be without legal effect. It is the County's intent not to issue any addenda after July 29, 2021.

2.5 Schedule

Date	Event
July 13, 2021	RFP Issued
July 23, 2021	Deadline for submitting questions
July 29, 2021	Issue addenda (if necessary)
August 12, 2021	Submissions Due
September 1, 2021	Contract awarded
October 1, 2021	Services begin

2.6 Pre-Proposal Questions

The County will also make a good faith effort to provide other data or attachments, if the request will further clarify the project's scope. All requests for further information shall be received by the County by July 23, 2021 before 5:00 PM EST. A copy of all answers and further clarifications provided by the County to those making inquiries will be posted as an addendum to the RFP on the County's website on July 29, 2021.

2.7 Finalists and Interviews

Not applicable to this RFP

2.8 Award

Wake County reserves the right to award a contract, based on initial offers received from Proposers, without discussion and without conducting further negotiations. Under such circumstance, the acceptance of a proposal by the County shall be deemed to be an acceptance of an offer and that such acceptance will be binding upon both parties. The County may also, at its sole discretion, have discussions with those Proposers that it deems to fall within a competitive range. The County may enter into negotiations separately with such Proposers. Negotiations with a Proposer may continue with a Proposer that the County has tentatively selected to award a contract to. The County shall not be deemed to have finally selected a Proposer until a contract has been successfully negotiated and signed by both parties.

The County intends to award an initial 9-month contract, followed by two (2) one-year contracts with the same terms.



2.9 Non-disclosure of County Information

The Proposer and its agents shall treat all data and information gathered by the Proposer and its agents, including this RFP and all reports, recommendations, specifications, and data as confidential. The Proposer and its agents shall not disclose or communicate the aforesaid matters to a third party or use them in advertising, propaganda, and/or in another job or jobs, unless written consent is obtained from the County.

2.10 Retention of Proposer Material

Any and all information submitted in conjunction with this RFP and the evaluation process will not be returned to the respondent.

3 General Terms and Conditions

3.1 Certification

The Proposer hereby certifies that it has carefully examined this Request for Proposal and the Proposer certifies that it understands the scope of the work to be done and that the Proposer has knowledge and expertise to provide the scope of the work. By signature on the response to the RFP, the Proposer certifies that its proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud, so that all proposals for the purchase will result from free, open and competitive proposing among all vendors. Further, the Proposer certifies that it understands that collusive bidding/proposing is a violation of Federal law and can result in fines, prison sentences, and civil damage awards.

3.2 Conflict of Interest

By submission of a response, the Proposer agrees that at the time of submittal, it: (1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and shall not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of Proposer's services, or (2) will not benefit from an award resulting in a "Conflict of Interest." A "Conflict of Interest" shall include holding or retaining membership, or employment, on a board, elected office, department, division or bureau, or committee sanctioned by and/or governed by Wake County. Proposers shall identify any interests, and the individuals involved, on separate paper with the response and shall understand that the County, in consultation with legal counsel, may reject their proposal.



3.3 Assignment

No assignment of the Proposer's obligations or the Proposer's right to receive payment hereunder shall be permitted without prior consent of the County. The Proposer may not sell, assign, transfer or convey the contract resulting from this RFP, in whole or in part, without the prior written approval from the County.

3.4 Indemnification

The Consultant will indemnify and hold the County harmless from any and all liability, expense, judgment, suit, or cause of action for personal injury, death, or direct damage to tangible property which may accrue against the County to the extent it is caused by the negligence of Consultant, its sub-consultants, or their employees or agents, while performing duties under this Agreement, provided that the County gives the Consultant prompt, written notice of any such claim or suit. The County shall cooperate with Consultant in its defense or settlement of such claim or suit. This section sets forth the full extent of the Consultant's general indemnification of the County from liabilities that are in any way related to Consultant's performance under this Agreement.

3.5 Independent Contractor

It is understood that in the performance of any services herein provided, the Proposer shall be, and is, an independent contractor, and is not an agent or employee of the County and shall furnish such services in its own manner and method, except as required by this contract. Further, the Proposer has, and shall retain the right to exercise full control over the employment, direction, compensation, and discharge of all persons employed by the Proposer in the performance of the services hereunder. The Proposer shall be solely responsible for, and shall indemnify, defend, and save the County harmless, from all matters relating to the payment of its employees, including compliance with Social Security, withholding, and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.

3.6 Payment

Payment for the services rendered pursuant to the Agreement resulting from this RFP shall be made in amounts and at times set forth in the Agreement and shall be made upon receipt of original invoice(s) in accordance and in conformity with payment dates for bills and claims as established by the County. Prior to payment, the Consultant must submit an original dated itemized invoice of services rendered. (Photographs or facsimiles of invoices will not be accepted.) Any reimbursement for expenses as allowed in the Agreement that are included in the invoice(s) must be supported with attached original billings for such expenses.

3.7 Insurance

The Provider shall obtain, at its sole expense, all insurance required in the following paragraphs and shall not commence work until such insurance is in effect and



certification thereof has been received by Wake County's Finance Office. If any required insurance policy expires during the term of this agreement, Provider must provide a certificate of insurance to the Wake County Finance Office as evidence of policy renewal prior to such policy expiration.

Provider signature on this agreement indicates that Provider agrees to the terms of this insurance section and understands that failure to comply may result in cancellation of this agreement at Wake County's option.

Workers' Compensation Insurance, with limits for Coverage A Statutory- for State of North Carolina and Coverage B - Employers Liability \$500,000 each accident/disease each employee/disease policy limit.

<u>Commercial General Liability</u> - with limits no less than \$1,000,000 per occurrence and \$2,000,000 aggregate, including contractual liability.

<u>Commercial Automobile Liability</u>, with limits no less than \$1,000,000 per occurrence for bodily injury and property damage for any vehicle used during performance of contract services, including coverage for owned, hired, and non-owned vehicles. Evidence of commercial automobile coverage is only necessary if vehicles are used in the provision of services under this Agreement.

<u>Professional Liability Insurance</u>, applicable to any professional services provided under this Contract with limits of no less than \$1,000,000 per claim and \$2,000,000 aggregate.

<u>Sexual Molestation and Abuse</u>, with limits of no less than \$1,000,000 per claim and \$3,000,000 aggregate.

If any coverage is on a claims-made basis, Provider agrees to maintain a retroactive date prior to or equal to the effective date of this Agreement and to purchase and maintain Supplemental Extended Reporting Period or 'tail coverage' with a minimum reporting period of not less than three (3) years if the policy expires or is cancelled or non-renewed. If coverage is replaced, the new policy must include full prior acts coverage or a retroactive date to cover the effective dates of this Agreement. Provider shall provide a Certificate of Insurance annually to Wake County indicating any claims made coverage and respective retroactive date. The duty to provide extended coverage as set forth herein survives the effective dates of this Agreement.

All insurance companies must be authorized to do business in North Carolina and have an AM Best rating of "A-/VII" or better; or have reasonable equivalent financial strength to the satisfaction of the County's Finance Office. Proof of rating shall be provided to the county upon request.

Insurance with limits no less than those specified above shall be evidenced by a Certificate of Insurance issued by a duly authorized representative of the insurer and dated no more than thirty (30) days prior to the start date of the agreement. In the case of self-insurance, a letter of explanation must be provided to and approved by Wake County Risk Management.



The Provider shall be responsible for providing immediate notice of policy cancellation or non-renewal during the term of this Agreement to the Wake County Finance Office and for three years subsequent for any claims made coverage.

If Provider does not meet the insurance requirements specified above, alternate insurance coverage satisfactory to Wake County may be considered. Any requests for consideration of alternate coverage must be presented by Provider PRIOR TO provision of any services associated with this Agreement.

In the event that Provider uses subcontractors to perform any of the services under this Agreement, then and in that event, Provider shall contractually require such subcontractor(s) to meet all of the requirements of this section.

3.8 Governing Law

This RFP and any contract resulting therefrom shall be governed by and construed according to the laws of the State of North Carolina. Should any portion of any contract be in conflict with the laws of the State of North Carolina, the State laws shall invalidate only that portion. The remaining portion of the contract(s) shall remain in effect.

3.9 Confidential Information/Public Records Law

The County assumes no responsibility for confidentiality of information offered in a proposal. The RFP does not intend to elicit proprietary information. However, if proprietary information is submitted as part of the proposal, the information is to be labeled as such. Proposals are not subject to public inspection until after the contract award. Wake County reserves the right to share any information submitted in response to this RFP or process with any person(s) or firm(s) involved in the review and evaluation process. Proprietary or confidential information must be clearly labeled as such at the time of initial submission and to the extent provided by N.C.G.S. Chapter 132, will not be made available for public inspection. In the event that a request for inspection is made under public records law, the Proposer will be notified of the request and may participate in any subsequent civil action to compel disclosure of confidential information.

3.10 Compliance with Laws and Regulations

Proposer must comply with all applicable State and Federal Laws. In the event any Governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the successful Proposer to notify Wake County at once, indicating in their letter the specific regulation which required such alterations. The County reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.

To ensure compliance with the E-Verify requirements of the General Statutes of North Carolina, all contractors, including any subcontractors employed by the contractor(s),



by submitting a bid, proposal or any other response, or by providing any material, equipment, supplies, services, etc., attest and affirm that they are aware and in full compliance with Article 2 of Chapter 64, (NCGS64-26(a)) relating to the E-Verify requirements.

3.11 Acceptance

Submission of any proposal indicates a Proposer's acceptance of the conditions contained in this RFP unless clearly and specifically noted otherwise in the proposal.

Furthermore, the County is not bound to accept a proposal on the basis of lowest price, and further, the County has the sole discretion and reserves the right to cancel this RFP, and to reject any and all proposals, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the County's best interests to do so. The County reserves the right to accept or reject any or all of the items in the proposal, and to award the contract in whole or in part and/or negotiate any or all items with individual Proposers if it is deemed in the County's best interest. Moreover, the County reserves the right to make no selection if proposals are deemed to be outside the fiscal constraint or not in the best interest of the County.

3.12 Additional Services

The County reserves the right to negotiate additional services with the Vendor at any time after initial contract award.

3.13 E-Verify

To ensure compliance with the E-Verify requirements of the General Statutes of North Carolina, all contractors, including any subcontractors employed by the contractor(s), by submitting a bid, proposal or any other response, or by providing any material, equipment, supplies, services, etc., attest and affirm that they are aware and in full compliance with Article 2 of Chapter 64, (NCGS64-26(a)) relating to the E-Verify requirements.

3.14 Iran Divestment Act

By signing this agreement; accepting this contract/purchase order; or submitting any bid, proposal, etc., vendors and contractors certify that as of the date of execution, receipt, or submission they are not listed on the Final Divestment List created by the NC Office of State Treasurer pursuant to NCGS 147 Article 6E, Iran Divestment Act, Iran Divestment Act Certification. Vendors and contractors shall not utilize any subcontractor that is identified on the Final Divestment List. In addition:

Any organization defined under NCGS 147-86.80(2), Divestment from Companies Boycotting Israel, shall not engage in business totaling more than \$1,000 with any company/business, etc. that boycotts Israel. A list of companies that boycott Israel is



maintained by the NC Office of State Treasurer, pursuant to NCGS 147-86.81(a)(1). Any company listed as boycotting Israel is not eligible to do business with any State agency or political subdivision of the State.

3.15 **Federal Uniform Guidance**: If the source of funds for this contract is federal funds, the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable):

Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland "Anti-Kickback" Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322); and Record Retention Requirements (2 CFR § 200.324)



4 Submittal Requirements

4.0 Proposal Format

Proposers shall prepare their proposals in accordance with the instructions outlined in this section. Each Proposer is required to submit the proposal in a sealed package. Proposals should be prepared as simply as possible and provide a straightforward, concise description of the Proposer's capabilities to satisfy the requirements of the RFP. Utmost attention should be given to accuracy, completeness, and clarity of content. All parts, pages, figures, and tables should be numbered and clearly labeled.

Proposals, at a minimum, must include:

- 1. Detailed pricing for all proposed services in Section 1.3
- 2. Number of clients that can be served by service type
- Number of Proposer's staff who will be assigned to each service; include the number of projected weekly hours, level of experience of staff, and any training that is provided on an annual basis
- 4. History of Proposer's agency and mission
- 5. Detailed plan of how services will be coordinated and delivered
- 6. Describe other compatible services Provider provides that are not listed in this proposal
- 7. Summarize any contracts with WCHS or other North Carolina County Governments
- 8. Evidence of current insurance consistent with Section 3.7
- 9. Proposer's Legal Name/Address; Primary Contact's Name/Title/Address/Phone/Email address; Name and Title of Company Representative who is authorized to sign contract



5 Evaluation Criteria

5.1 Selection Participants

The County has established a team of staff to evaluate vendor responses. This team of employees will be responsible for the evaluation and rating of the proposals and conducting interviews.

5.2 Evaluation of Proposals

A review panel will evaluate all qualified proposals against pre-established criteria. The major evaluation criteria are listed below (in no particular order), although other criteria may also be considered:

- A. Level of experience
- B. Service capacity
- C. Qualifications and training
- D. Ability to provide evidence of liability insurance
- E. Ability to provide a drop-in center and adequacy of facilities
- F. Detailed plan of service
- G. Detailed budget with budget narrative