



COUNTY OF YOLO

Purchasing Division of General Services

Notice of Request for Proposals (RFP) For: Workforce Innovation and Opportunity Act (WIOA) Youth Services

RFP Number 2017-02

Proposal Responses Due:

3:00 PM

April 26, 2017

Yolo County Health and Human Services Agency
137 N. Cottonwood Street, Suite 2415
Woodland, CA 95695

RFP Coordinator: Kristy Brockett
Accountant Auditor I

All Questions and Comments must be submitted in BidSync.

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SECTION I. INTRODUCTION

A. STATEMENT OF PURPOSE:

- i. The County of Yolo is requesting proposals from qualified providers to provide Workforce Innovation and Opportunity Act (WIOA) Youth Services. This RFP offers applicants the opportunity to submit proposals for funding programs that provide comprehensive youth services to registered youth, ages 14 – 24 who reside in Yolo County. These services consist of thirteen (13) of the required fourteen (14) WIOA program elements (also referred to as activities).
- ii. Yolo County has received WIOA Title I Youth Formula grant funds, Title I Youth Formula, Catalog of Federal Domestic Assistance (CFDA) Number 17.259 funded by the United States Department of Labor, administered by the State of California, Employment Development Department, Workforce Services Division, for thirteen (13), of the required fourteen (14), WIOA youth program elements. Employment and/or training activities must be tied to the Workforce Innovation Board (WIB) approved local and/or regional sectors.
- iii. The Yolo County Workforce Innovation Board (WIB) and the County of Yolo are requesting proposals to provide employment and training opportunities leading to self-sufficiency for WIOA registered youth residing in the cities/communities of Brooks, Capay, Clarksburg, Davis, Dunnigan, Esparto, Guinda, Knight’s Landing, Madison, Rumsey, West Sacramento, Winters, Woodland, Yolo, and Zamora. For the purpose of this RFP, Yolo County has been divided into the two (2) following regions:

Region 1	Region 2
<ul style="list-style-type: none"> ▪ Brooks ▪ Capay ▪ Dunnigan ▪ Esparto ▪ Guinda ▪ Knight’s Landing ▪ Madison ▪ Rumsey ▪ Winters ▪ Woodland ▪ Yolo ▪ Zamora 	<ul style="list-style-type: none"> ▪ Clarksburg ▪ Davis ▪ West Sacramento

- iv. The estimated budget for Region 1 is \$275,600 and the estimated budget for Region 2 is \$244,400. Total awards not to exceed an estimated award total of \$520,000 for fiscal year 2017/2018, which may be awarded in separate contracts; one (1) contract for Region 1 and one (1) contract for Region 2. Providers must submit separate proposals for each region. These amounts are not guaranteed. Final contract compensation is dependent upon Yolo County’s future adopted budgets and revenues, and contract negotiations.

Note: The methodology for the maximum regional award amounts takes into consideration population, poverty rate, English language learners, and unemployment rate.

- v. Applicants who submit a response to this RFP must have the ability to meet the requirements, including the terms and conditions, exhibits and attachments contained in this RFP.
- vi. Applicants who intend to submit a response to both regions of this RFP, must submit two (2) separate proposals.

B. SYNONYMOUS TERMS

- i. As used throughout this proposal and its attachments, the following terms are synonymous:
 - Supplier, Vendor, Provider
 - Purchase Order, Contract, Agreement
 - Services, Work, Scope, and Project
 - Bidder, Offeror, Proposer, Applicant
- ii. Acronyms and Abbreviations

CFDA	Catalog of Federal Assistance
CFR	Code of Federal Regulations
County	County of Yolo
DOL	Department of Labor
DUNS	Dun and Bradstreet Universal Numbering System
EDD	Employment Development Department
HHS	Health and Human Services Agency
IS	In-School Youth
OS	Out-of-School Youth
PA	Purchasing Agent
PY	Program Year
RFP	Request for Proposal
WIB	Workforce Innovation Board
WIOA	Workforce Innovation and Opportunity Act
WSD	Workforce Services Directive

C. SCOPE OF WORK

1. GENERAL DESCRIPTION

This RFP offers applicants the opportunity to submit proposals for funding programs that provide comprehensive youth services consisting of thirteen (13)

WIOA program elements (also referred to as activities) to registered OS youth ages 16-24, and IS youth ages 14-21. The thirteen (13) elements for this RFP are indicated below in pages six (6) and seven (7).

An OS youth is defined as an eligible youth that is age 16-24; not attending any school or post-secondary school (not including WIOA Title II Adult Education, YouthBuild, or Job Corps or charter schools with federal and state workforce partnerships), and has at least one barrier as identified below. [WIOA Section 129 (a)(1)(B).

An IS youth is defined as an eligible youth that is 14-21 years old, attending school including secondary and post-secondary schools, a low income individual, and meets one or more barrier as identified below.

All thirteen (13) program elements are required although not with WIOA funds. However, if an element is not provided/funded with WIOA Title I funds, the applicant must document how and who will provide those elements as verified through Letters of Support since Yolo County will not be reimbursing any of these funds. Note: Leveraging resources is highly recommended, but subcontracting through this RFP is not permitted.

HHSA will be providing the following the required fourteenth (14th) element during the Program Year (PY) 2017-2018 which includes:

- Pre-apprenticeship programs;
- Internships and job shadowing;
- On-the-job training opportunities; or
- Occupational skills training, which includes priority consideration for training programs that lead to recognized post-secondary credentials that align with in-demand industry sectors or occupations.

Proposals will be reviewed competitively and the proposal(s) selected for funding will not exceed a cumulative total of \$520,000.00 per fiscal year. The anticipated award period is July 1, 2017 through June 30, 2018, with up to three 12-month option years for renewal, [July 1, 2018 through June 30, 2019; July 1, 2019 through June 30, 2020; and July 1, 2020 through June 31, 2021.]

Note: Option year funding may include an additional program element, eligibility determination, CalJOBS entries, and/or additional performance categories.

2. TECHNICAL SPECIFICATIONS

a. PROVIDER MINIMUM REQUIREMENTS

- i. Provider must be an established public educational institution, community based organization, or non-profit agency currently providing services to

youth. The WIB strongly urges partnership development and coordination between youth service providers.

Providers must be willing to coordinate and work with the America's Job Center of California (AJCC) operator and Yolo County HHSA. Once approved for funding, provider will be required to review the WIOA regulatory information and abide by WIOA regulatory requirements which includes all applicable Federal, State and Local Laws and Regulations.

Provider warrants that its employees assigned to the County have passed a criminal background check, including drug testing performed at no costs to the County so that only qualified personnel of integrity will be furnished by Provider and in conference with Federal Law. Provider warrants they are screening employees for criminal background. Provider agrees to defend, indemnify and hold harmless the County, its officers, directors and employees for any claims, suits or proceedings alleging a breach of this warranty. The criminal background search must be performed by a third party consumer reporting agency and include a county criminal search in each county in which the individual has lived or worked in the last seven years; social security validation and trace, along with a search against the National Sex Offender Registry. If the background check reveals any convictions or charges pending adjudication, aside from minor driving violations, Provider must immediately notify Yolo County HHSA.

b. MINIMUM WORK REQUIREMENTS

WIOA YOUTH PROGRAM INFORMATION

i. Program Overview

WIOA youth programs are intended to provide a rich array of age-appropriate services that target youth ages 14-24 that face multiple barriers as defined by WIOA and identified below. These services are available to currently enrolled students (IS youth) and individuals who are not engaged in education and are interested in furthering their education and preparing for the workforce (OS youth).

ii. Program Elements

The applicant will describe in detail, in the Project Narrative, how each of the objectives of the grant will be met for each of the thirteen elements:

1. Tutoring, study skills training, and evidence-based dropout prevention and recovery strategies that lead to completion of secondary school diploma or its recognized equivalent or for a recognized post-secondary credential.
2. Alternative secondary school services, or dropout recovery services, as appropriate.
3. Paid and unpaid work experiences that have academic and

occupational education as a component of the work experience, including summer employment opportunities and other employment opportunities available throughout the school year.

4. Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupational cluster.
5. Leadership development opportunities, including community service and peer-centered activities encouraging responsibility, and other positive social and civic behaviors.
6. Supportive services.
7. Adult mentoring for a duration of at least 12 months that may occur both during and after program participation.
8. Follow-up services for not less than 12 months after the completion of participation.
9. Comprehensive guidance and counseling, including drug and alcohol abuse counseling, as well as referrals to counseling, as appropriate to the needs of the individual youth (see definition in Glossary of Terms).
10. Financial literacy education.
11. Entrepreneurial skills training.
12. Services that provide labor market and employment information about in-demand industry sectors or occupations available in the Local Area, such as career awareness, career counseling, and career exploration services.
13. Activities that help youth prepare for and transition to post-secondary education and training.

Participants should receive specific program services that are connected to sectors identified in the WIB Local Plan and as outlined in the Individual Service Strategy (ISS) based on their objective assessment.

iii. **Youth Eligibility**

Under WIOA, all youth must meet eligibility criteria and be determined eligible for the program prior to enrollment and receipt of WIOA funded services. The provider will work closely with HHSA to determine eligibility although HHSA will be responsible for determining eligibility for PY 2017/2018 Yolo County WIOA eligibility requirements include:

- Between the ages of 14-24;
- Citizenship status;
- A Yolo County resident;
- Selective Service Registered (if applicable);
- Economically disadvantaged as determined by WIOA regulations; and
- Have one or more barriers to employment as identified below.

Note: In order to receive a paid work experience, the participant will be required to provide Authorization to Work documents.

iv. **Youth Barriers**

a. **OS (ages 16-24)**

- A school dropout;
- A youth who is within the age of compulsory school attendance, but has not attended school for at least the most recent complete school year calendar quarter. Note: if the school does not use school year quarters, then calendar quarters must be used;
- A recipient of a secondary school diploma or its recognized equivalent who is a low-income individual and is either basic skills deficient or an English language learner;
- An offender;
- A homeless individual or a runaway;
- An individual in foster care or has aged out of the foster care system or who has attained 16 years of age and left foster care for kinship guardianship or adoption, a child eligible for assistance under section 477 of the *Social Security Act*, or in an out-of-home placement;
- An individual who is pregnant or parenting (custodial and non-custodial parent including non-custodial father);
- An individual with a disability; or
- A low-income individual who requires additional assistance* to enter or complete an education program or to secure or hold employment.

b. **IS (ages 14-21)**

- Basic skills deficient;
- An English language learner;
- An offender;
- A homeless individual, a runaway;
- An individual in foster care or has aged out of the foster care system, or who has attained 16 years of age and left foster care for kinship guardianship or adoption, a child eligible for assistance under section 477 of the *Social Security Act*, or in an out-of-home placement;
- Pregnant or parenting (custodial and non-custodial parent including non-custodial father);
- An individual with a disability; or
- An individual who requires additional assistance* to complete an educational program or secure and hold employment.

* As defined by WIB policy.

v. **Program Design Features**

The applicant shall also describe in detail how their program will provide the following:

1. An average direct participant cost not too exceed \$4,000 per participant;
2. Recruitment of the target population;
3. An objective assessment (using a WIOA approved assessment*) of academic levels, skill levels, and service needs of each participant. The assessment will include a review of basic skills, occupational skills, prior work experience, employability, interests, aptitudes, supportive service needs, and developmental needs;
4. An ISS for each participant taking into account the assessment described above;
5. A Narration of all contact pertaining to and with the participant;
6. A minimum of monthly direct contact with the participant; and
7. Completion of the necessary forms required by HHSA for input into the CalJOBS case management system.

* CASAS

Refer to Attachment 5, Flow of Services and Roles & Responsibilities for further details.

vi. **Program Purposes Meets**

Provider will be required by Yolo County HHSA staff to attend weekly meetings at a minimum or as deemed necessary.

3. **AWARDED CONTRACTOR REQUIREMENTS**

- i. Insurance Requirements: The successful Awarded contractor must supply all insurance requirements as required in Attachment "1," Yolo County Insurance Requirements.
- ii. Contract Term:
 - a. Contract(s) that result from this RFP will be awarded with a potential start date of July 1, 2017 and end on June 30, 2018. Contractor agrees to provide awarded items and/or services as specified in the RFP document for a period of one year. The agreement may be extended by mutual consent for up to three (3) additional twelve (12) month periods.
 - b. Annual renewal of the contract(s) will be based on progress toward meeting program deliverables and outcomes, and continued funding. Note: Contract(s) to be negotiated may be cost reimbursable, fee for service, or a combination of the two. Funding will be negotiated and allocated based on the proposal submitted, and

reimbursement for the program/services will be based on actual costs incurred. Note: Contracts are contingent upon State and/or Federal funds being made available to the County.

4. Deliverables/Reports

- i. This section will be used to appraise the projected goals of the program and whether stated objectives are being met. The agency must clearly state achievable goals and outcome objectives. This section must be provided using the Past Performance Evaluation form contained in Exhibit K of this RFP.
- ii. The WIOA Youth Program mandates that service programs fulfill certain federally required outcomes. Performance Measures articulate realistic, measurable, and attainable goals that reflect a young person's developmental needs and the achievement of overall program goals. Prior to submitting a proposal, potential service providers must consider whether or not their proposed services can support the following performance outcomes for PY 2017-18:

PY 2017-18 Proposed Performance Goals		
* P	Youth	
Employment Rate 2nd Quarter After Exit	58%	Employment or Placement Rate 2nd Quarter After Exit
Employment Rate 4th Quarter After Exit	67.2%	Employment or Placement Rate 4th Quarter After Exit
Median Earnings 2nd Quarter After Exit	BASELINE*	Median Earnings
Credential Attainment within 4 Quarters After Exit	57.7%	Credential Attainment within 4 Quarters After Exit

* rate has not been determined although data will be collected and reported.

SECTION II. RFP SCHEDULE OF EVENTS

A. ESTIMATED SCHEDULE OF EVENTS

1. The following RFP Schedule of Events represents the County's best estimate of the schedule that shall be followed. Unless otherwise specified, the time of day for the following events shall be between 8:00 a.m. and 4:00 p.m., Pacific Time.

2. The County reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. Notification of any adjustment to the Schedule of Events shall be provided to all vendors through BidSync.

3. The County is not responsible for failure of the prospective Bidders/Offerers to check for any RFP document updates, changes, or answers to questions posted at the BidSync.com website. Failure to periodically check the website will be at the Bidder's/Offeror's sole risk.

	EVENT	DATE	TIME
1	County Issues RFP	03/29/17	
2	Pre-Proposal Conference (Mandatory) Please RSVP by 04/10/17 to HHSAContracts@yolocounty.org	04/12/17	1:00 p.m.
3	Letter of Intent (Mandatory)	04/14/17	5:00 PM
4	Deadline for Written Comments and Questions Posted on BidSync	04/20/17	5:00 PM
5	Deadline Proposal Due	04/26/17	3:00PM
6	County Completes Technical/Evaluations Reviews and Interviews by Readers	04/27 – 05/05/17	
7	WIB Approval of Recommendation of Award(s)	05/18/17	
8	Notification of Recommendation Award(s)	05/24/17	
9	Anticipated Date to Board of Supervisors for contract approval	06/27/17	
10	Anticipated Contract Start Date	07/01/17	

B. MANDATORY PRE-PROPOSAL CONFERENCE:

1. Attendance at pre-proposal is a **mandatory requirement** for submitting a proposal.
2. There will be a mandatory pre-proposal conference held as shown below:

Date: April 12, 2017
Time: 1:00 p.m. to 1:00 p.m.
Place: Yolo County HHSA
Clarksburg Room
Location: 25 N. Cottonwood St.
Woodland, CA 95695

Note: Please check in at the address above.

C. MANDATORY LETTER OF INTENT:

The Due Date is: April 14, 2017 by 5:00 p.m.

1. Submission of a Letter of Intent to Propose is a mandatory requirement for submitting a proposal.
2. Submission of a Letter of Intent does not obligate the vendor to submit a proposal.
3. Requirements:

- i. The following information should be included in the Letter of Intent:

Proposer Name

Name and Title of Proposer Primary Contact

Address, Telephone Number, Email Address, and Facsimile Number of Proposer Primary Contact

Signed Statement of Intent to Propose

- ii. Letters of Intent must be submitted via email to:

HHSAContracts@yolocounty.org

- iii. All letters of intent must be received by the due date set forth in the Schedule of Events. Letter of Intent received after the due date and time specified will deem applicant ineligible to submit a proposal. Exceptions will **not** be allowed and there is no appeal for not meeting this deadline.

Attachment 3 can be used, but is not required.

SECTION III. GENERAL INSTRUCTIONS AND INFORMATION

A. RFP COORDINATOR

The following RFP Coordinator shall be the main point of contact for this RFP:

Kristy Brockett, Accountant Auditor I
HHSAContracts@yolocounty.org

B COMMUNICATIONS REGARDING THE RFP

Upon release of this RFP, all vendor communications concerning this procurement must be directed to the RFP Coordinator named above. Unauthorized contact regarding the RFP with other County employees of the procuring county agency may result in disqualification.

Questions concerning this proposal, including specifications, requirements, terms and/or conditions of a solicitation, etc. should be submitted solely in writing online at www.bidsync.com in the questions and answers section of the solicitation.

Questions must be submitted no later than the date and time noted above in the Section II. Schedule of Events Chart, item #3 Deadline for Written Comments Posted on BidSync or per any changes to Schedule of Events as posted to BidSync.

The County is not responsible for failure of the prospective Bidders/Offerers to check for any RFP document updates, changes, or answers to questions posted at the BidSync.com website. Failure to periodically check the website will be at the Bidder's/Offeror's sole risk.

Any oral communications shall be considered unofficial and nonbinding on the County.

Any irregularities or lack of clarity in the RFP should be brought to the attention of the County for correction or clarification.

C. PROPOSAL PREPARATION COSTS

The County shall not pay any costs associated with the preparation, submittal, or presentation of any proposal.

D. PROPOSAL WITHDRAWAL

To withdraw a proposal, the Vendor must submit a written request, signed by an authorized representative, to the RFP Coordinator. After withdrawing a previously submitted proposal, the vendor may submit another proposal at any time up to the deadline for submitting proposals.

E. PROPOSAL AMENDMENT

The County shall not accept any amendments, revisions, or alterations to proposals after the deadline for proposal submittal unless the County formally requests such in writing.

F. PROPOSAL ERRORS

Proposers are liable for all errors or omissions contained in their proposals. Proposers shall not be allowed to alter proposal documents after the deadline for submitting a proposal.

G. PROHIBITION OF PROPOSER TERMS & CONDITIONS

A Proposer may not submit the Proposer's own contract terms and conditions in a response to this RFP. If a proposal contains such terms and conditions, the County, at its sole discretion, may determine the proposal to be a nonresponsive counteroffer, and the proposal may be rejected.

H. PROPOSAL OF ADDITIONAL SERVICES

If a Proposer indicates an offer of goods or services in addition to those required by and described in this RFP, these additional goods or services may be added to the contract before contract signing at the sole discretion of the County.

I. INDEPENDENT PRICE DETERMINATION

A proposal shall be disqualified and rejected by the County if the price in the proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other Proposer, a County employee, or any Competitor.

J. INSURANCE

The successful Contractor will be required to provide and maintain insurance as required and listed in Attachment "1" before commencing work on the contract.

K. LICENSURE

Before a contract pursuant to this RFP is signed, the Proposer must hold all necessary, applicable business and professional licenses. The County may require any or all Proposers to submit evidence of proper licensure.

L. RFP AMENDMENT AND CANCELLATION

The County reserves the unilateral right to amend this RFP in writing at any time. The County also reserves the right to cancel or reissue the RFP at its sole discretion. If an amendment is issued it shall be provided to all proposers through BidSync. Proposers shall respond to the final written RFP and any exhibits, attachments, and amendments.

M. RIGHT OF REJECTION

The County reserves the right, at its sole discretion, to reject any and all proposals or to cancel this RFP in its entirety.

Any proposal received which does not meet the requirements of this RFP may be considered to be nonresponsive and the proposal may be rejected.

Proposers must comply with all of the terms of this RFP and all applicable State and County laws and regulations.

The County may reject any proposal that does not comply with all of the terms, conditions, and performance requirements of this RFP.

The County reserves the right, at its sole discretion, to waive variances in proposals provided such action is in the best interest of the County.

Where the County waives minor variances in proposals, such waiver does not modify the RFP requirements or excuse the Proposer from full compliance with the RFP. Notwithstanding any minor variance, the County may hold any Proposer to strict compliance with the RFP.

N. DISCLOSURE OF PROPOSAL CONTENTS

All proposals become the property of the County, which is a public agency subject to the disclosure requirements of the California Public Records Act (CPRA, California Government Code §6250 and following). The CPRA contains limited exemptions.

If you contend that any documents, as defined by the CPRA, are confidential or proprietary material and exempt from CPRA, these documents shall be clearly marked "Exempt from CPRA."

Proposer shall defend, indemnify and hold the County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and attorneys fees) that may result from denial of a CPRA request.

If Proposer does not respond to a CPRA request or agree to do so within five (5) days, the County may disclose the requested information under the CPRA.

O. PROPOSAL EVALUATION PROCESS

The evaluation process is designed to award the procurement to the Proposer with the best combination of attributes based upon the evaluation criteria.

The County reserves the right, at its sole discretion, to request clarifications of proposals or to conduct discussions for the purpose of clarification with any or all Proposers.

If clarifications are made as a result of such discussion, the Proposer shall put such clarifications in writing.

P. AWARD OF PROPOSAL

The County shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the County.

An award will be made to the Proposer offering the most advantageous proposal after consideration of all Evaluation Criteria set forth below. This criterion is not listed in any order of preference.

Award Evaluation Criteria:

1. General Company Information
2. Experience and Past Performance Evaluation
3. Responsiveness and Responsibility
4. Proposer's Approach to Project
5. Pricing Requirements
6. Outputs and Outcome Measures
7. Financial Information

The County reserves the right to establish weight factors that will be applied to the criteria depending upon the order of importance.

The award of this contract is contingent on the approval of the Board of Supervisors.

Q. AWARD PROCESS

The County reserves the right to make an award without further discussion of any proposal submitted. Each proposal should be initially submitted on the most favorable terms the Proposer can offer. The County reserves the right to negotiate and/or include a best and final offer stage to the process.

Notwithstanding, the county reserves the right to add terms and conditions, deemed to be in the best interest of the county, during final negotiations. Any such terms and conditions shall be within the scope of the RFP and shall not affect the basis of proposal evaluations and will be incorporated in a purchase order.

The County reserves the right, at its sole discretion, to negotiate with the apparent best evaluated Proposer.

SECTION IV. TERMS AND CONDITIONS

A. QUALIFICATIONS/INSPECTION

Proposals will only be considered from firms normally engaged in providing the types of commodities/services specified herein.

The County reserves the right to inspect the Proposer's facilities, equipment, personnel, and organization at any time, or take any other action necessary to determine Proposer's ability to perform.

The RFP Coordinator reserves the right to reject proposals where evidence or evaluation is determined to indicate inability to perform.

B. NON-WAIVER

The County's failure to address errors or omissions in the proposals shall not constitute a waiver of any requirement of this RFP by the County.

C. FEDERAL, STATE, AND LOCAL LAWS

The successful Proposer must operate in conformity with all applicable, federal, state, and local laws, ordinances, orders, rules, and regulations pertaining to work. It is the responsibility of the awarded Proposer to ensure that all permits and/or licensees required for operation are valid and current.

Failure to comply with this provision may be cause to cancel any contract awarded, and award will be made to the next lowest, responsive, responsible proposer.

D. GOVERNING LAW

If an Award is made, the contract will be made in the County of Yolo and shall be governed and construed in accordance with the laws of the State of California. Any action relating to the Contract shall be instituted and prosecuted in the courts of Yolo County, California.

E. NON-DISCRMINATION

There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under any resulting contract.

F. PUBLIC AGENCY

It is intended that other public agencies (i.e., city, special district, public authority, public agency and other political subdivisions of the State of California) shall have the option to participate in any agreement created as a result of this RFP with the same terms and conditions specified, including pricing. The County shall incur no financial responsibility in connection with a purchase order from another public agency. The public agency shall accept sole responsibility for placing orders and making payment to the vendor.

G. ADDITIONAL PURCHASES

Following the award, the County may dispense with separate bidding for additional purchases of like item(s) from the successful Proposer within a twelve (12) month period from the initial purchase date provided that the Vendor agrees to provide the like item(s) at the same discounted price and under the same terms and conditions as the previous award.

H. EXTENSIONS

The County reserves the right to extend any contract past the end term date upon mutual agreement and under the same pricing, terms and conditions for continual service and supplies while a new contract is being solicited, evaluated and/or awarded for a period not to exceed six (6) months.

I. PRICE ESCALATION:

All prices are firm for a period of one (1) year from the date of award. The Contractor may raise prices in accordance with the California Consumer Price (CPI-W, US City Average, All Items; NSA) Index for each of the allowable one (1) year extensions past original twelve (12) month term.

The increase in price shall remain firm for the renewal term. The County reserves the right to accept or reject the request for a price increase within ten (10) business days of the written request.

J. INVOICES AND PAYMENT TERMS:

Invoices are to be mailed to the County department(s) specified on the resulting purchase order, blanket purchase order or contract.

All invoices must include:

- The purchase order number, blanket purchase order number, or contract number;
- Product or service description; and
- Reference to any back ordered items (if applicable).

Failure to comply may result in delayed payments.

The payment term shall begin on the date the merchandise is inspected, delivered and accepted by the County, or on the date a correct invoice is received in the office specified in the order, whichever is later.

Prompt payment discounts shall be considered earned if payment is postmarked or personally delivered within the prescribed term. The beginning date described above shall be considered day zero for the purposes of counting days in the prescribed term.

K. COMPLIANCE

Late, incomplete, incorrect deliveries or excessive backorders will be documented, and performance evaluated when considering contract continuation or extension.

Inaccurate or erroneous billing will also be documented and monitored for the purpose of evaluating performance when considering continuation or extension of contract.

Failure to meet quoted delivery timeframes including expenditures, or inaccurate or erroneous invoices (as determined by the Purchasing Department) may be cause for the County to cancel the balance of the awarded purchase order.

Failure to receive County concurrence for substitutions or alternates will be documented and considered when evaluating continuation or extension of contract.

L. DEFAULT

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

The County may also ban Proposer up to two years from future solicitations for default.

M. TERMINATION FOR CONVENIENCE

The County reserves the right, in its best interest as determined by the County, to cancel any contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.

N. CANCELLATION FOR UNAPPROPRIATED FUNDS

The obligation of the County for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

O. ASSIGNMENT/TRANSFER/SUBCONTRACTING

Awarded Contractor shall not assign, transfer, or subcontract any portion of the contract without the express written consent of the department. Any award issued pursuant to this RFP, and the monies, which may become due hereunder, are not assignable without the prior written approval of the County.

P. F.O.B. POINT

All prices quoted shall be F.O.B destination, freight prepaid (Proposer pays and bears freight charges, Proposer owns goods in transit and files any claims), excluding sales tax. The County is exempt from Federal Excise and Transportation taxes.

Q. PROTESTS: The County encourages Suppliers to resolve issues regarding requirements or the procurement process through written correspondence and discussions. The County is committed to fostering relationships with its Suppliers to encourage an ongoing pursuit to fulfill requirements.

1. PROTEST OF RFP/BID SPECIFICATIONS/REQUIREMENTS/TERMS & CONDITIONS:

Companies who are concerned regarding irregularities or lack of clarity in specifications, requirements, terms and/or conditions of a solicitation should be brought to the attention of the County.

- i. Notice must be clearly marked "**Notice of Protest of Specifications/Requirements/Terms & Conditions**"
- ii. The Notice of Protest of RFP/BID Specifications/Requirements/Terms & Conditions must identify areas that are in question and explain with specificity why the company is protesting.
- iii. The Notice of Protest of RFP/BID Specifications/Requirements/Terms & Conditions must be provided to the RFP/IFB Coordinator (contact information for the RFB/Coordinator can be found in *Section III. A. RFP Coordinator.*)
- iv. The Notice of Protest of RFP/BID Specifications/Requirements/Terms & Conditions must be provided in writing via e-mail or hard copy directly. No facsimiles will be accepted.
- v. The Notice of Protest of RFP/BID Specifications/Requirements/Terms & Conditions must be received prior to the closing date and time of the designated "question and answer period" of the proposal noted above in *Section II. A. Schedule of Events Chart, item #3, Deadline for Written Comments Posted on BidSync.*

No requests for protests of solicitation specifications, requirements, terms and/or conditions shall be considered after the deadline stated above.

Companies who fail to comply with the above protest procedures, forfeit all rights to protest a solicitation or any subsequent award based on the specifications, requirements, terms or conditions of this solicitation.

In the event of the protest for specifications, requirements, terms and/or conditions is denied and the protester wishes to continue in the solicitation process they must still submit a bid/proposal prior to the close of the solicitation.

2. PROTEST OF DISQUALIFICATION:

Initial evaluations will determine if proposals have met the minimal requirements as indicated in this RFP. Notices will be sent to all companies who have been disqualified for not meeting the minimal requirements, via a Notice of Disqualification.

- a. Should a company disagree with the determination, they must send a notice of disagreement to the County as prescribed below:
 - i. The notice of disagreement must be clearly marked "**Notice of Disagreement**"

- ii. The Notice of Disagreement must identify areas that are in question, explain with specificity why the company is protesting and how the company meets the minimal requirements.
 - iii. The Notice of Disagreement must be received by the RFP/IFB Coordinator (contact information for the RFB/Coordinator can be found in *Section III. A.* of this document), within five (5) working days of the date of the Notice of Disqualification.
 - iv. The Notice of Disagreement must be received by e-mail or hard co. No fascimiles will be accepted.
- b. Companies who fail to comply with above protest procedures, forfeit all rights in the protest process.
 - c. It is within the County's sole discretion (at the department level) to make final determinations for all disqualified protests.

3. PROTEST OF AWARD OF CONTRACT

Upon an award of the contract to a Bidder/Offeror, the County will mail out a Notice of Proposed Contract Award.

Should a company/firm/person disagree with the proposed contract award, they must send a notice of protest of award of contract to the County as prescribed below:

- i. The notice must be clearly marked "Notice of Protest of Award of Contract"
- ii. The Notice of Protest of Award must identify areas that are in question and explain with specificity why the company is protesting.
- iii. The Notice of Protest of Award must be received by (the respective Department Head) within five (5) working days of date the Notice of the Proposed Contract Award. Contact information for the Department Head is as follows:

Karen Larsen, Director
 Yolo County Health and Human Services Agency
 137 N. Cottonwood Street, Suite 2400
 Woodland, CA 95695

The Notice of Protest of Award must be received by e-mail or hardcopy. No facsimiles will be accepted.

A review may be granted if the protest is received within the specified time and the company/firm/person submitting the protest is a Bidder/Offeror.

4. GENERAL PROTEST PROCEDURES FOR ALL PROTESTS

All protests shall be typed under the protester's letterhead and submitted in accordance with the provisions stated herein.

All protests shall include at a minimum the following information:

- i. The name, address, and telephone number of the Protester;
- ii. The signature of the Protester or Protester's representative;
- iii. The solicitation title and due date;
- iv. Name of County employee designated as the RFP/IFB Coordinator;
- v. Identification of the statute or procedure that is alleged to have been violated;
- vi. A detailed statement identifying the legal and/or factual grounds of the protest and all documentation supporting the vendor's position at the time of the initial protest;
- vii. The party filing an "award" protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest which may be adversely affected by the outcome of the protest;
- viii. The form of relief requested.

Protester's failure to comply with these procedures shall constitute a waiver of any right to further the RFP/IFB Protest and shall constitute a failure to exhaust administrative remedies.

In all cases, the first level of review of any protest shall be conducted by the respective Department issuing the solicitation.

However, should a protester disagree with the conclusion of the Department Head, the Bidder/Offeror may submit a formal written request by e-mail or hard copy and received within five (5) working days from the date of the first determination made by the Department Head, for further review to the County Administrator's Office (CAO). No facsimiles will be accepted. The CAO decision shall be final.

If it is determined the protest is frivolous, the party originating the protest may be determined to be irresponsible and may be ineligible for future contracts.

Throughout the review process, the County has no obligation to delay or otherwise postpone an award of a contract based on a protest.

SECTION V. Instructions for Completion of Proposal

A. PROPOSAL DEADLINE

Proposals shall be submitted no later than the Proposal Deadline time and date detailed in the *Section II, RFP Schedule of Events*. Proposers shall respond to the written RFP and any exhibits, attachments, or amendments.

A Proposer's failure to submit a proposal as required before the deadline shall cause the proposal to be disqualified. Late proposals shall not be accepted nor shall additional time be granted to any potential Proposer.

B. SUBMITTING PROPOSALS

The required method of submitting your proposal is electronically through BidSync.

It is the sole responsibility of the Proposer to ensure their proposal reaches BidSync, LLC before the closing date and time. If you have any questions regarding the submittal of this proposal, please contact BidSync at 1(800) 990-9339, for Vendor support.

Late proposals shall not be accepted nor shall additional time be granted to any potential Bidder/Offerer.

C. REQUIRED PROPOSAL SUBMITTALS

The submittals requested shall be included with the proposal response. Failure to include required submittals may be cause for rejection of your proposal. The following are required for your proposal to be considered and must be labeled with the following:

1.	Exhibit "A"	Proposal Checklist and Required Sequence
2.	Exhibit "B"	Proposal Transmittal Form
2.	Exhibit "C"	Proof of Authority and Certification Sheet
3.	Exhibit "D"	Project Narrative
4.	Exhibit "E"	Project Budget
5.	Exhibit "F"	Budget Plan Summary Form A
6.	Exhibit "G"	Budget Plan Summary Form B
7.	Exhibit "H"	Resource Utilization Chart

8.	Exhibit "I"	Participant Plan Summary
9.	Exhibit "J"	Proposal Appendix
10.	Exhibit "K"	Past Performance Evaluations
11.	Exhibit "L"	Responsiveness & Responsibility

Provider must describe their ability to supply these services in detail in the project narrative, project budget, and achieve WIOA performance as required by this RFP.

The Project Narrative must state how each of the objectives of the grant will be met for each of the WIOA 13 Required Elements/Activities as identified above on pages six (6) through nine (9). **The proposal must include how the applicant will ensure at least 75% of funds are spent on OS youth. (see below under E. Instructions, 1. Project Narrative a., b. and c.)**

D. PROPOSAL FORMAT AND CONTENT

The format and content of the Proposal are as follows:

1. The Proposal may not exceed **thirty-five (35) pages** in length, one-sided 8 1/2" x 11" white paper for the project narrative sections. Audited financial statements should be the last item in the proposal.
2. Proposals must include completed versions of all forms included in the Exhibits to this RFP. All other pages are to be single-sided, single-spaced, using 12 point Arial font with one-inch margins.
3. Identify the Proposal number and Proposer name on every page submitted.
4. All pages of the Proposal must be numbered sequentially.
5. Proposals must include a table of contents identifying all aspects of the proposal (including exhibits and any addenda) with sufficient detail to facilitate easy reference to all requested information.
6. Proposals must include a statement of acknowledgment that the Proposer has reviewed the County of Yolo Standard Contract (Attachment 2—Sample County Contract) has accepted it with or without qualification. If the Proposer makes qualifications, those qualifications must be identified and listed along with suggested modifications to the contract. [Note: The scope of work, budget detail provisions and the performance measure for the contract will be finalized during the contract negotiation process.] If the Proposer makes no qualifications to the Standard Contract, then it shall be deemed that the Proposer accepts these items without reservation or any qualifications.
7. All forms and attachments that require signatures must be signed in blue ink for inclusion in the original of the Proposal package. Signature stamps are not acceptable. Proposers must submit evidence that the signatory is authorized to sign on behalf of and commit the Proposer to the proposal.

E. INSTRUCTIONS

1. **The Project Narrative** – The entire Project Narrative is limited to **fifteen (15) pages**.

The project narrative is the main body of information describing the executive summary, service strategy, project evaluation.

a) **Executive Summary – The Executive Summary is limited to two (2) pages.**

Provide a summary of the strategy proposed below.

b) **Service Strategy–This section is limited to ten (10) pages.**

Clearly state the strategy in providing services to WIOA youth in relation to the thirteen program elements of this RFP:

- i. Describe the strategy associated in recruiting and serving WIOA eligible youth, ages 14 – 24, living in Yolo County based on the identified regions in Section I.
- ii. Describe the geographical areas to be served as identified in the table in Section I.
- iii. Describe the number and characteristics of the target group to be served (example: IS, OS).
- iv. Provide the recruitment strategy including the number and characteristics of the target group identifying WIOA core partners.
- v. Present the service strategy to provide service to address the Program Elements listed in Section I.
- vi. Administrative and Staffing Plan – Describe the proposed program’s management plan and staff positions. Briefly summarize staff responsibilities and biographical sketches (including qualifications) of program staff.
- vii. Agency/Partnerships - Describe the applicant agency or partnership, and their roles and responsibilities. Describe any previously operated collaborative youth programs (in the last three years) that are relevant to the proposed program. Be specific in describing the experience and success the organization(s) have had in serving WIOA youth. In the Appendix, provide a copy of the MOU with each partnering agency that will be providing any youth elements within your proposal.
- viii. Administrative and Fiscal Capacity – Briefly describe the administrative and fiscal capacity of the applicant to fulfill WIOA required documentation such as: collecting data and preparing WIOA required reports; preparing and submitting monthly financial statements; address corrective actions/findings; and specifically address the person (people) responsible and their job title.

c) **Project Evaluation – This is limited to three (3) pages**

State the quantifiable and measurable outcome including measurable skills gain. In chart or table format, clearly indicate how the required

performance measures will be tracked, reported, and how the source documentation will provide sufficient verification that support positive outcomes. The chart should include information that covers the number of youth to be served, the program's services or activities, outcomes, measurement tools, documentation, and performance indicators.

Following is a sample chart:

Elements (activities or service)	Outcomes (education, training activities or unsubsidized employment)	Measurement Tool/ Verification	Performance Indicators	
			Project Performance Measures	WIOA Mandated Performance Measures (WSD-149)

2. **The Project Budget – The entire Project Budget is limited to five (5) pages.**

The purpose of the Project Budget is to demonstrate how the project will implement the proposed plan with the funds available through this RFP. The budget is the basis for management, fiscal review, and monitoring/audit. Project costs must be directly related to the objectives and activities of the project. The budget must cover the entire grant period. In the budget, include **only** those items that you want covered by grant funds. Projects may supplement grant funds with funds from other sources.

The applicant shall develop a **line item** budget that will enable the applicant to meet the intent and requirements of the program, ensure the successful implementation of the project, and be necessary, reasonable, and allowable per WIOA Title I as indicated in WSD 16-16 regarding Allowable Cost. The applicant should prepare a realistic and prudent budget avoiding unnecessary or unusual expenditures that would detract from the accomplishment of the objectives and activities of the project. The following information is provided to assist in the preparation of the budget. Strict adherence to all required and prohibited items is expected. **Where the applicant does not budget for a required item, the applicant assumes responsibility for the cost of that item.** Failure of the applicant to include required items in the budget does not affect the applicant's responsibility to provide those items during the implementation of the project. **All expenses incurred prior to the grant being awarded and the agreements fully executed are the responsibility of the applicant.**

Funds awarded through this RFP are considered obligated based on the funds utilization requirement. It is the responsibility of the provider/subrecipient to ensure the award is fully expended as agreed to in the contract. Failure to expend appropriately as indicated in the budget, will be monitored for the purpose of evaluating performance and will be considered at the time of granting optional year funding.

A. The Budget Narrative – The Budget Narrative is limited to two (2) pages.

Applicant is required to submit a narrative with the project budget. The narrative must be typed and placed in the proposal in front of the budget pages. In the narrative describe:

- 1) how the project's proposed budget supports the stated objectives and activities in the project,
- 2) how funds are allocated to minimize administrative costs and support direct services,
- 3) the duties of project-funded staff, including qualifications or education level necessary to the job assignment,
- 4) how project-funded staff duties and time commitments support the proposed objectives and activities, and proposed staff commitment/percentage of time to other efforts, in addition to this project

B. The Budget Plan Summary – The Budget Plan Summary is limited to three (3) pages.

There is a Budget Summary Plan is included in the Exhibits Section which has two parts:

1) Form A includes:

- Total allocation cost category plan
- Monthly total expenditure plan

2) Form B includes a listing four major budget categories:

- Personnel Services (rows A through D),
- Operating Expenses (rows E and F),
- Direct Participant Costs (row G through H), and
- Non WIOA cash/in-kind match (column B)

Each budget category requires additional line item detail that addresses the method of calculation and justification for the expense. Enter the amount of each line item. All charges must be clearly documented **and rounded off to the nearest whole dollar**. Enter the total amount of the budget category at the bottom of the form. If additional pages are needed, total only the last page. **Invoicing:** If funding is awarded, monthly expenditures will be required.

1) Salaries/Employee Benefits

a. Salaries

This section includes all services performed by staff who are directly employed by the applicant and must be identified by position and percentage of salaries. All other persons are to be shown as consultants in the Operating Expenses Category supported by a MOU, contract, or operational agreement, which must be kept on file by the contractor and made available for review during a County site visit, monitoring visit, or audit. Sick leave, vacation, holidays, overtime, and shift differentials must be budgeted as salaries. If agency personnel have accrued sick leave or vacation time prior to the approval of grant funding, they may not take that time off using project funds.

Effective January 1, 2016, the salary and bonus limit is set at \$185,100 as indicated in WSD 16-06 regarding Salary and Bonus Limitations for 2016 or until otherwise advised.

b. Benefits

Employee benefits must be identified by type and percentage of salaries. Applicant may use fixed percentages of salaries to calculate benefits. Budgeted benefits cannot exceed those already established by the applicant.

A line item is required for each different position/classification, but not for each individual employee. If several people will be employed full-time or part-time in the same position/classification, provide the number of full-time equivalents (e.g., three half-time clerical personnel should be itemized as 1½ clerical position).

2) Operating Expenses

Operating expenses are defined as necessary expenditures exclusive of personnel salaries, benefits and participant costs. Such expenses may include specific items directly charged to the project. The expenses must be grant-related (e.g., to further the program objectives as defined in the grant award) and be encumbered during the grant period.

The following items fall within this category: travel, office supplies, training materials, software, telephone, postage, printing, facility rental, and other consumable items.

Budget if applicable to attend the CWA Youth Conference (see note below). If several individuals will be attending the same event, budget for the total number of people.

Include Administrative/Indirect costs. These costs are defined as costs of operations related, required, and incurred for official business in coordination of those functions under WIOA. Some examples include accounting, financial, procurement and purchasing, payroll, personnel management, resolution of findings, and general legal services. **Administrative/ Indirect costs are capped at 10%.**

*Note: **Requirements for Conference and Conference Space** Conferences sponsored in whole or in part by the recipient of Federal awards are allowable if the conference is necessary and reasonable for the successful performance of the Federal Award. Recipients are urged to use discretion and judgment to ensure that all conference costs charged to the grant are appropriate and allowable. For more information on the requirements and allow ability of costs associated with conferences, refer to 2 CFR 200.432. Recipients will be held to the requirements in 2 CFR 200.432. Costs that do not comply with 2 CFR 200.432 will be questioned and may be disallowed.*

3) Participant Costs

Participant Costs include the cost of items that are spent directly on individual participants and are tracked by individual enrollment. Possible costs include participant supportive services based on

WIB Policy 16-6 that are necessary, reasonable, and allowable, to achieve participant goals and activities. The average direct participant cost should not exceed \$4,000 per participant.

4) Non-WIOA Cash or In-Kind Match

Non-WIOA cash or in-kind match funds are funds from non-WIOA sources that will be used to help operate the project.

3. Resource Utilization Chart – The Resource Utilization Chart is limited to one (1) page.

The Resource Utilization Chart is used to identify the name of the provider, a description of the fund source, the type of resource, and the amount of non-WIOA cash and/or non-WIOA in-kind resources that will be used as a match to support activities or expand and sustain the proposed project. All non-WIOA cash/in-kind match must be documented with a letter of commitment verifying the match and be included as a proposal appendix. The commitment letter must identify a contact person and the contact person's telephone number. Check the applicable box for each match resource that is documented with a commitment letter. Provide any further explanation in the space provided in the narrative.

Enter the cumulative plan for utilizing the match funds on the Resource Utilization Chart. Match funds may be subject to the reporting requirements as indicated in WSD16-13 regarding Monthly and Quarterly Financial Reporting Requirements.

4. Participant Plan – The Participant Plan is limited to one (1) page.

If funded is awarded, monthly expenditure and participant plans will be required.

The participant plan is the cumulative number of individuals that will be enrolled and receive services under this proposal. Enter the total planned enrollments for Program Year for 2016/17. Enter the exit status and youth measures for participants served.

5. The Proposal Appendix – The Proposal Appendix is limited to ten (10) pages.

The proposal appendix provides the County with additional information from the applicant to support components of the proposal. **The Appendix must include but is not limited to those listed below:**

- **Organizational Chart**

The Organizational Chart should provide a clear and detailed depiction of the structure of the applicant organization, and the specific unit within the organization that will be responsible for the implementation of the project. This chart should also depict supporting units within the organization (e.g., the Accounting Unit) and depict the lines of authority within the organization. Job titles on the Organizational Chart should match those in the Budget and Budget Narrative.

- **Operational Agreements**

Operational Agreements must be dated and contain original signatures, titles and agency names for both parties. This document must demonstrate a formal system of networking and coordination with other

agencies and the project. Those submitted with the proposal must be effective for the proposed grant year. For the purpose of this RFP, the terms “Operational Agreement” and “MOU” are synonymous. A sample Operational Agreement is provided in Attachment 2.

- **Letter of Commitment** (If applicable)

The Letter of Commitment must verify the non-WIOA cash/in-kind match and contain a contact person and telephone number.

- **Single Audit or Financial Statement**

In accordance with the Super Circular codified at 2 CFR Part 200, Subpart F the threshold for a single or program-specific audit is \$750,000 or more during a fiscal year. Applicants that expend \$750,000 or more of federal awards during a fiscal year must furnish a copy of a Single Audit report from an independent CPA firm covering the preceding fiscal year. If an applicant expends less than \$750,000 in Federal funds during any fiscal year, they must furnish their most current financial statements. **This is not included in the 10-page limit for this section.**

6. **Past Performance Evaluation – The Past Performance Evaluation is limited to three (3) pages.**

The past performance evaluation provides the County with additional information from the applicant to support components of the proposal. **The Evaluation must include but is not limited to those listed below:**

- A description of the vendor’s qualifications: proof that the vendor is in good standing and qualified to conduct business in California; proof of nonprofit status for nonprofit organizations; copies of current business licenses; proof of financial stability and a list of current references for whom has performed similar work.
- A brief list of similar types of proposals/contracts that were successfully concluded.
- A description of the lead personnel and anticipated supporting personnel to be employed during performance and qualifications to perform the work.
- Identification and resume of the project coordinator.

7. **Responsiveness and Responsibility – The Responsiveness and Responsibility is limited to one (1) page.**

- Have you ever defaulted on a contract? If yes, where and why.
- Has your firm ever been suspended or debarred by any government agency? If yes, please explain.
- In the past five (5) years has any claim against your company concerning your company’s work on a project been filed in court or arbitration?
- Describe the process by which your firm resolves problems with clients.

F. ADDENDA

Any additional information not included in this solicitation which the County finds necessary and material to responding to the RFP will be posted as an addendum on BidSync. Answers to questions submitted through BidSync shall be considered addenda to the solicitation documents.

G. PRICING REQUIREMENTS

1. When preparing cost worksheet, Contractor shall submit pricing as follows:
2. Personnel costs, including salaries and benefits.
3. Allowable operating expenses.
4. Indirect costs may not exceed fifteen percent (10%) of the total Budget.
5. List any revenues or other funding sources.

H. ADDITIONAL INFORMATION

This Part contains additional information that applicant is strongly encouraged to review in preparing your proposal.

SELECTION OF PROPOSAL FOR FUNDING

1. Proposal Rating

Those proposals received by the deadline which were not disqualified will be submitted for program technical review. Those proposals meeting the minimum program requirements will be read and rated by a team usually consisting of three raters.

Areas for evaluation are:

1. General Company Information
2. Experience and Past Performance Evaluation
3. Responsiveness and Responsibility
4. Proposer's Approach to Project
5. Pricing Requirements
6. Outputs and Outcome Measures
7. Financial Information

2. Funding Recommendations

Recommendations for funding will be based on the following:

- a) the ranked score of the proposal;
- b) consideration of the funding priorities or geographical distribution of selected proposals as applicable to each program; and
- c) demonstrated performance
 - applicants who are either current or recent HHS funded program operators will be evaluated based on their ability to meet contractual performance standards for up to the last three fiscal years

- applicants with no past or current HHSA program operation experience will be evaluated on references submitted on the “previous customer reference form”
- HHSA will contact references and ask to provide an overall assessment of the program performance and capabilities

Demonstrated performance review may result in one or more of the following actions: a) the project may not be selected for funding; b) the amount of funding may be reduced; or c) grant award conditions may be placed in the Grant Award Agreement.

The Applicant is required to submit documentation of insurance coverage as required by the County, a copy of the most recent prior year audit, and any suspension requirements from prior contracts. Applicants selected for funding will be required to submit any necessary assurances and documentation before finalization of the Grant Award Agreement. **In signing the Grant Application, the applicant formally notifies the County that the applicant will comply with all pertinent requirements of the included County agreement form. If there are any provisions of the County agreement form the agency cannot comply with the agency should so state in the proposal application.**

HHSA will submit recommendations for funding Executive Committee and/or WIB. The WIB then makes the funding recommendations to the Yolo County Board of Supervisors. The Yolo County Board of Supervisors will make the final decisions for funding and contract authorization.

County staff may conduct a pre-award site review to determine the administrative capacity of the recommended provider and to address the ability of the organization and/or its partners to deliver the proposed services. This review may include a request for appropriate documents (e.g. insurance), completion of Fiscal and Administrative Capacity questionnaires for County and/or WIB review, and telephone interviews with key staff.

The following is a list of prohibited items:

a. Automobiles

Automobiles are not allowable budget items.

b. Lobbying

Grant funds cannot be used for lobbying activities.

c. Fundraising

Grant funds cannot be used for organized fundraising, including financial campaigns, endowment drives, solicitation of gifts and bequests, or similar expenses incurred solely to raise capital or obtain contributions.

d. Real Property and Improvements

Real property, including land, land improvements, structures and their attachments, and structural improvements and alterations are not allowable.

e. Interest

The cost of interest payments is not an allowable expenditure, unless the cost is a result of a lease/purchase agreement.

f. Food and Beverages

The cost of food and/or beverages at grant-sponsored conferences, meetings, or office functions is not an allowable expenditure.

g. Membership Dues

The cost of membership dues for projects involved in the licensing or credentialing of professional personnel is not an allowable expenditure, unless it is part of a governmental negotiated benefit package.

h. Professional License

The cost of a professional license is not an allowable expenditure.

i. Annual Professional Dues or Fees

The cost of professional dues or fees is not an allowable expenditure, unless it is part of a governmental negotiated benefit package.

j. Charges, Fees and Penalties

Finance charges, late payment fees, penalties, and returned check charges are not allowable expenditures.

k. Depreciation

Depreciation charges are not allowable expenditures.

l. Marijuana Industry

Although California passed Proposition 64, in accordance with federal law (21 U.S.C 812), marijuana is classified as a Schedule 1 narcotic, and is therefore illegal from a federal standpoint. Therefore, in accordance with federal law, WIOA funds cannot be used to directly or indirectly support the marijuana industry including, but not limited to, use, possession, growth or distribution of marijuana. This applies to WIOA; services including, but not limited to, training, employer outreach, hiring events, career counseling, job orders and referrals.