



State of Delaware

DEPARTMENT OF SERVICES FOR CHILDREN,  
YOUTH AND THEIR FAMILIES

# REQUEST FOR PROPOSALS #CYF15-09

## DESCRIPTION

Division of Family Services

**Therapeutic Specialized Foster Care**

BIDDERS' CONFERENCE: **Thursday April 16, 2015 at 10:00 a.m. ET**

**PROPOSALS DUE: BY 2:00 PM ET WEDNESDAY MAY 13, 2015**

**The RFP schedule is as follows:**

Date Submit all questions to H. Ryan Bolles, DSCYF Procurement Administrator, at [herbert.bolles@state.de.us](mailto:herbert.bolles@state.de.us) by **COB 5/4/2015** to ensure a response prior to proposal due date.

**Thursday**  
**April 16, 2015**  
**10:00 a.m. ET** A bidders' conference will be held on **Thursday, April 16, 2015, at 10:00 a.m. ET** at DART First State 119 Lower Beech Street, 2nd floor Auditorium, Wilmington, DE 19805. Parking available. **Proceed directly to the elevator to the 2nd floor. Do not stop at the lobby reception desk.**

**Wednesday,**  
**May 13, 2015**  
**by 2:00 PM ET** Please submit 1 original proposal marked "ORIGINAL". Please submit 7 copies or your proposal marked "COPY". Please submit **1 electronic copy of your typed letter and ENTIRE proposal on CD, DVD or flash drive.**

Sealed letter and proposals **must be delivered by 2:00PM ET on May 13, 2015.**

Letters and proposals arriving **after 2:00pm ET will not be accepted.**

**You are encouraged to double-side copy/print your proposals.**

Express Courier or hand deliver the sealed bids as follows:

**DELIVERY:** State of Delaware  
Ryan Bolles, Grants and Contracts  
1825 Faulkland Road  
Wilmington, DE 19805

Although it is not recommended to ship by the US Postal Service, if this is your preferred delivery method, please address as follows:

State of Delaware  
Ryan Bolles, Grants & Contracts  
1825 Faulkland Road  
Wilmington, DE 19805

The proposing firm bears the risk of delays in delivery. The contents of any proposal shall not be disclosed to competing entities during the negotiation process.

As soon as possible The Department will work diligently to complete the proposal review and selection process in an expeditious fashion. Bidders should plan to be available to respond to questions from the review panel by telephone or in person, if necessary. However, proposals are expected to be able to stand alone based upon the written information submitted.

As soon as possible Decisions are expected to be made and awards announced as soon as possible. Initial notification to all bidders will be announced by email.

# **Therapeutic Specialized Foster Care for Children and Youth with Challenging Behavioral Needs**

## **PROGRAM OVERVIEW**

### **I. PURPOSE**

The Department of Services for Children, Youth and Their Families (DSCYF), Division of Family Services (DFS), is requesting proposals for the purpose of awarding contracts to public or private agencies to provide therapeutic foster care services for difficult to place children and youth (ages 6 to 18) in foster care, whose complex needs are not adequately addressed in the existing community-based resources available. Successful bidders will be located in the State or Delaware or within a reasonable (1-2 hours car ride) distance of the State line. These children and youth include two separate sub-groups for the purposes of this Request for Funding Proposals (RFP):

- Children’s complex needs typically involve co-occurring developmental delays or disabilities, coupled with behavioral health issues.
- Teens’ complex needs may span the spectrum from developmental delays and disabilities, coupled with behavioral health issues, at one end to histories of more severe acting out behavior at the other end.

For both groups, their functioning is also typically complicated by unresolved trauma and attachment losses, which make it difficult for them to trust caregivers and easily be stabilized in traditional foster homes.

Given the unique developmental needs of these groups of children and youth, DFS seeks separate programming specific to their distinct needs.

DFS has adopted best practice and evidence–informed approaches to service delivery and expects that bidders will do the same. The objective is to ensure that all children have safe, nurturing places to live and grow, view families as active partners in service delivery, build on strengths in a culturally competent manner, and provide informal supports and formal services to address the challenges the children and families face. The bidders should be able to demonstrate in their proposals an understanding of the complex needs of these children/youth, and the corresponding multi-dimensional approach needed to effectively serve them in more normalized and community-based therapeutic foster homes.

DFS also recognizes the importance of family engagement and the important role foster parents play in developing and strengthening contacts with biological family, fictive kin (i.e., close relationships with non-relatives) and other supportive, meaningful relationships with adults, so the children and youth feel connected to and cared about by their natural support system. For those youth who must remain in foster care, this becomes especially important in ensuring that they have a strong network of caring adults when they leave care and transition into adulthood. The successful bidders will outline in their proposal how they would accomplish family engagement strategies into the training of foster parents and their ongoing service delivery. The successful bidder(s)’s proposal will include permanency planning strategies to effect reunification, adoption or guardianship.

### **II. BACKGROUND**

The mission of the Delaware Children's Department (DSCYF) is to assist children, youth and families in making positive changes through services that support child and public safety, behavioral health and

individual, family and community well-being. The goal of the Department is to ensure that every child be safe, grow up in a stable and nurturing home, and realize his/her full potential. The Department leads a system of care approach (both community- based and residential) that is child centered and assures effective, timely and appropriate support for Delaware's children.

A number of system improvement efforts have been implemented over the past years under the "Outcomes Matter" Initiative. The focus has been to enhance practice with best practice tools and approaches, strengthen family engagement and improve outcomes. One of the best major components of that initiative was Recruitment, Development and Support (RDS) effort focused on improving foster care. The RDS effort has resulted in targeted recruitment effort, new pre-service training for foster parents, and expanded supports for foster parents. This RFP is another step in the full realization of RDS.

As DFS strengthens its foster care system, it has become clear that a gap exists in the service continuum. The current system provides for traditional foster care (at different rates depending on the child's/youth's need), limited group home care, and residential treatment. While the majority of children and youth in foster care are appropriately served within the existing continuum, a small percentage is not well-served. The majority of these children/youth have complex needs for which they receive treatment in residential treatment facilities, many of which are out-of-state. Once they complete the treatment program in those facilities, they many no longer require or benefit from that level of institutional care, however, they may still have some challenging behaviors that need levels of support and supervision above what traditional foster care provides. A few other youth, may have needs that exceed what traditional foster care provides, but do not require residential treatment. DFS utilizes only limited group care for these children/youth, as the goal is to support these children in transitioning into more normalized, yet specialized, foster family placements. Consequently, this RFP addresses the current gap in the continuum of services by seeking to develop therapeutic foster care in Delaware.

### **III. POPULATION TO BE SERVED**

DFS is the agency mandated to provide foster care services to children who are abused, neglected, or dependent. Children entering this program service range in age from new born to almost their eighteenth birthday. Given the complex needs of some of the children and youth in foster care, DFS is interested in developing additional capacity for therapeutic foster care. Therapeutic foster care is an intensive, individualized approach in a family setting, which utilizes specially trained and closely supervised foster parents, who are key participants in the child/youth's treatment team.

1. DFS is interested in funding program/programs that provides enough foster families to care for eight (8) to Twelve (12) adolescent youth, who are because of past histories characterized by abuse, neglect, abandonment, adjudication and other serious trauma exhibit a wide range of behavioral and emotional issues and needs. Typically, these youth may be returning from residential/institutional care after receiving maximum treatment benefits from the placement facility. These youth may have histories of inappropriate sexual behavior, running away, prior involvement in the juvenile justice system, and other behavioral health issues. While these youth have made significant gains during their specialized treatment, the treatment has been provided in institutional settings. As a result, these youth often need additional supports learning to adjust to more normal family and community living. As such, professional staff involved with them recommends therapeutic foster care as a needed step-down service to further prepare them to live successfully in families in the community
2. In addition, DFS is interested in funding a program that provides enough foster families who can care for two (2) to four (4) children ages six (6) to eighteen (18), who have developmental delays

and disabilities and co-occurring behavioral health issues. Their delays and disabilities often result in substantial functional limitations of major life activities such as self-care, receptive and expressive language, learning, mobility, self-direction, and capacity for independent living.

DFS is especially interested in programs whose foster families are willing to begin visiting and working with children and youth while they are still participating in residential treatment, to ease the transition to the foster home once treatment is completed.

Therapeutic foster care is premised on the principle that the foster parents function not only as caregivers of the children/youth, but also as change agents to support their healing and improved functioning within a more normalized, family setting. The foster parents are expected to be a key member of the child's/youth's treatment team. The foster parents are expected to participate in and integrate into the family environment, the recommendations from the treatment services the child/youth receives. The successful bidders will need to emphasize two critical components that support foster parents in functioning as a true therapeutic parent: 1) the training utilized to provide families with the necessary skills to function as a therapeutic foster parent (e.g., behavior management, trauma informed care, best practices, etc.); and 2) how foster parents will be engaged in the treatment process, as both active supports to the child/youth and in monitoring and reporting on children's success toward treatment goals.

The treatment plan for each child/youth should be individualized and address both short-term and long-term treatment goals, with specific focus on how the foster parent is a primary agent of change. The plan also should specify the roles and responsibilities of all members of the treatment team.

DFS is seeking innovative programming in or in close proximity (1-2 hour car ride) to Delaware that is expected to meet the needs of these children and youth, within the framework of federal and state requirements and standards.

#### **IV. AVAILABILITY OF FUNDS AND BUDGET**

Funding for this proposed project comes from planned reallocation of existing funds currently utilized to support out-of-state placements for children and youth.

The preferred payment methodology for these services is "per diem" however, other unit costs may be proposed and thus considered at the discretion of DSCYF. The proposed "unit cost" shall be broken down by cost element such as board payments and program/administrative costs. All proposals shall include a minimum of \$100/day board payment to the therapeutic foster parents.

Bidders shall outline services to meet the placement needs of the children and youth as outlined above in Section II. (1) and (2) or any combination of those respective populations. DFS anticipates making multiple contract awards to serve a total of between ten (10) to sixteen (16) children and youth.

The bidders must declare the number of children and youth served within the budgeted amount. Bidders will identify the basic and ancillary services that will be provided for the stated cost. Bidders will also discuss the methodology used to arrive at staff to youth caseload ratios. Bidders must be able to discuss the capability of increasing slots if additional funding becomes available.

Bidders that submit lower cost bids that incorporate all program requirements and elements for selected sub-populations will be viewed favorably.

Bidders that submit for more than one sub-population must provide a unit cost rate schedule and declare how their unit cost rate schedule is calculated for each sub-population. It is assumed that with such a range of populations, service costs will vary.

The bidders will demonstrate how per diem rates are flexible and based on the child's changing needs and services after placement with the foster family. Positive changes in behavior or reduction of mental health issues should result in lower costs while maintaining placement stability.

## **V. PERIOD OF AGREEMENT**

The bidding cycle will include the FY16 contract year, with options to renew for up to five years based on satisfactory performance and availability of funds.

## **VI. REQUIREMENTS**

General:

- If located in Delaware bidders must have a Delaware Business License and be licensed in the State of Delaware as a Child Placing Agency and/or Group Foster Care Agency. However, all bidder's must be appropriately licensed in the state where they conduct business.
- Successful bidders must also meet the Department's Standards for Foster Care.
- A system of care approach is required. Services and supports will be child centered, family-focused, individualized, strengths-based, easily accessible, and seamless within and across systems, integrated, culturally competent, innovative, and community-based. The successful bidders will demonstrate public/private partnerships that build formal and informal supports for children and families.
- Successful bidders will abide by all DSCYF policies and procedures including the most recent version of the Operating Guidelines for Contracted Client Programs and Services found here: [http://kids.delaware.gov/mss/mss\\_contracts.shtml](http://kids.delaware.gov/mss/mss_contracts.shtml)
- DSCYF Statement of Agreement (Boilerplate) incorporated into all direct service contracts: <http://kids.delaware.gov/pdfs/dscyf-op-gl-revisions-v01-31-15.pdf>

Program Specific:

- Provide references regarding their experience and capacity to provide effective foster care services, including emphasis on the ability to provide therapeutic and specialized foster care services.
- The bidders will identify a process by which referrals will be accepted. The decision to accept a child/youth for services will be made based on the bidders' ability to match the child to an appropriate service. Once the service is identified, the bidder will arrange for a pre-placement visit (when possible) if the child is age appropriate. The bidders will also arrange training for foster families to care for any specialized aspects of the child's care (including medical).
- Accept and serve youth meeting the service criteria, emphasize placement stability and strengthen youth's capacity to function in family and community settings, and support the development of independent living competencies, as appropriate.
- Delineate the plan for recruiting and retaining therapeutic foster parents.
- Provide a minimum of 30 hours of evidence-informed/based pre-placement training for prospective foster parents. Delineate a training plan to equip therapeutic foster parents with the additional knowledge and skills to effectively care for the children or youth identified and support their stability in placement. Additional training should include specific focus on behavior

management, trauma informed care, and other specific best practices. For programs caring for teens, the bidders will provide training that will increase the skills of the therapeutic parent to care for youth with Inappropriate Sexual Behavior (ISB) and other challenging behaviors. Programs serving youth with ISB will require specific understanding of and training in the requirements around Delaware laws regarding juvenile sex offender's registration laws.

- Delineate plans for collaborating with the child's treatment team, which will typically include a community-based behavioral health therapist, school/Day Treatment staff, DFS worker, etc.
- Delineate how individualized treatment plans will be developed for the therapeutic foster home. The plans should be focused on the strengths and needs of the child/youth. The plan should guide the foster parent to be specific in the ways to specifically reinforce progress toward individualized goals, use therapeutic approaches to setting limits and consequences, and help the child/youth generalize gains to other settings and relationships. Delineate how the plan will be monitored and revised.
- Delineate the treatment process, including plans for actively engaging the foster parent as a key member of the treatment team and the monitoring and reporting of the child's/youth's functioning relative to progress toward treatment goals.
- Delineate the plans for ongoing supervision, training and supports to the foster parents.
- Additional supports necessary to support successful treatment and placement stability should be clearly explained.
- Any bidder who wishes to bid on this service must include adequate services of a licensed behavioral health professional to assist the program staff in meeting the needs of the children and youth in this program.
- Proposed programs need to demonstrate the ability of the program to facilitate a child's return home or achieve an alternate permanency plan. Therapeutic foster parents will be expected to actively support visitation between these children/youth and approved relatives or other potential permanency resources. In this capacity, the therapeutic foster parents will likely serve as an additional coach to both the child/youth and other adult, to support the final transition to the most normalized and permanent family setting possible.
- The bidders will have 24-hour on-call availability for crisis intervention and support as needed, including face-to-face, as required.
- Behavioral health aides will be available to support the therapeutic family as outlined in the treatment plan up to 10 ten hour per week. The training and supervision of these aides should be delineated in the proposal.
- All children and youth served by this program must attend public school, alternative education programs and treatment day programs or be involved in a job or vocational program.
- Bidders will utilize foster families for this program in which there is at least one non-working adult, who can consistently be home to manage and respond to the therapeutic needs of the child/youth, actively participate with the treatment team, and respond to any school issues that may arise.

Recommendation:

- Given the complex social and behavioral health needs of these children and youth, the program manager should have experience in both foster care and therapeutic services.

## **VII. PROGRAM ELEMENTS**

Therapeutic foster care programs provide intensive, individualized support to children/youth in a family setting, utilizing specially trained and intensively supervised and supported foster parents. Children/youth are placed singularly or, at most, in pairs, with a foster parent who is specially selected, trained, and

supported to meet the individual needs of the child/youth. Therapeutic foster care also creates a strong team approach that collaboratively develops and supports the child's/youth's individualized treatment and permanency plans. Individualized treatment and supports are provided to the child/youth in the most normalized, community-based manner appropriate to the child's/youth's needs to support placement stability and promote improved functioning. Supports are tailored to help the foster parent(s) serve as caregivers and as therapeutic agents, to support the child's/teen's improved functioning within close relationships with caregivers.

The successful bidders will provide structured opportunities for the acquisition of skills and competencies that will foster the amelioration of individual presenting problems. Effective praise and teaching interactions will be used to systematically address problem behaviors, and to teach children/youths new alternative skills and behaviors.

The successful bidders will develop a close working relationship with the public schools and day treatment programs, as appropriate, in which children/youth are receiving educational services, in order to provide the support necessary to maintain the residents in the least restrictive educational environment possible.

The successful bidders will provide case management services focused primarily upon assuring implementation of each youth's treatment plan, via coordination of efforts of all service providers and agencies involved with the child/youth.

The successful bidders will provide for close supervision of the child/youth, consistent with expectations that the child/youth served will continue to present fairly durable patterns of maladaptive or problematic behavior. However, the program shall also have provisions for the systematic reduction of the level of supervision of individual children/youths as their maturation and development permit, in order to foster the youth's progress toward independence.

The successful bidders, especially those caring for teens, will provide for careful monitoring and management of peer group interactions, to the extent possible, to promote social learning and minimize the negative effects of peer influence.

The successful bidders will have the capacity to support children and youth in their adjustment to and development within the community. To that end, it is expected that the children and youth will participate in age-appropriate community activities, including athletics, scouting, school clubs/activities, organized outings and other development and constructive therapeutic leisure time activities.

The successful bidders will outline how they will serve this population and provide a plan that will integrate supportive services including respite care.

The successful bidders will be able to provide 24/7 on-call crisis intervention, to include on-site crisis intervention as necessary.

The proposed program(s) can be gender-specific, or target other subgroups of youth. Given the complex needs of the youth to be served, program development may address smaller groups of youth to maximize the likelihood of success.

DFS is interested in programs that can work with youth in residential treatment who plan to step down to family setting foster care.

The successful bidders will outline strategies to affect timely exits from foster care to permanent placements such as home, relatives, adoptive homes or guardian homes.

## VIII. CRITERIA FOR EVALUATION

A Review Committee using the specific criteria listed below will evaluate all proposals. While proposals are expected to stand on their own as written bidders may be contacted for additional information at the discretion of DSCYF. The Review Panel will assess the strength and clarity of any oral presentation and combine the evaluations of both written and oral follow-up (when applicable) in determining the overall evaluation of the proposal and in making a recommendations.

1. Compliance with requirements as stated in the RFP (15%)
  - a. Are the objectives stated clearly? Are they specific, measurable, and feasible?
  - b. Do the objectives support and enhance the goals and objectives established by the Department?
  
2. Demonstrated organizational capacity and capability to meet requirements to provide service described (ie. Staffing, financial condition, etc.) (15%)
  - a. Does the bidder organization and/or sponsoring agency have the capacity to carry out the project described?
  - b. Does the bidder organization and/or sponsoring agency have reputable experience (e.g., accessibility, responsiveness, and effectiveness) necessary to carry out the project described?
  
3. Service Delivery/Program Methods and Approach (35%)
  - a. Does the proposal clearly address the requirements of the program design?
  - b. Does the proposal clearly delineate how the services will be delivered, by whom and how?
  - c. Can the methods described for delivering the service support the achievement of the goals and objectives as stated?
  - d. Are the time frames given for accomplishment realistic?
  
4. Service Delivery/Program Monitoring and Evaluation (10%)
  - a. Does the proposal contain adequate procedures for assessing the effectiveness of the project?
  - b. Does the proposal adequately describe the agency's procedures for monitoring service? Is it clear how the agency will document receipt of the services by the target population?
  - c. Does the data presented demonstrate the quality and effectiveness of the service?
  
5. Budget (25%)
  - a. Is the proposed unit cost competitive as compared to the known market and other proposals?
  - b. Is the budget submitted on the Department's format (Budget, Budget Narrative, Salary Detail)?
  - c. Is the budget reasonable; i.e., can the objectives be accomplished with the funding available?
  - d. Has the bidder clearly explained the cost of the budget items?

**Preference will be given to bidders proposing services in Delaware or within 1-2 hours driving time from Delaware.**

## **IX. GOALS/OBJECTIVES/PERFORMANCE MEASURES**

1. Placement stability:
  - 90% of the children/youth served will remain in their first placement, until transition to a more permanent placement is appropriate.
2. Improved functioning:
  - 80% of children/youth served will demonstrate:
    - Improved functioning in school/Day Treatment:
      - ◆ Improved attendance;
      - ◆ Increased on-task time in appropriate academic/vocational/rehabilitation programs;
      - ◆ Reduced behavioral problems leading to disciplinary actions.
3. Enhanced connections to their family and community.
  - 85% of children/youth served will participate in the prescribed parent/sibling visitation schedule. (Note: participation will be measured by the children's/youths' willingness and ability to participate, not on factors beyond their control such as a parent's failure to come to a scheduled visit).
4. Foster children remain safe from abuse while in care.
  - 100% of children and youth will be safe from abuse while in care.
5. Older foster youth are prepared for self-sufficiency.
  - 100% of teens age 14 and older receive independent living services, as developmentally appropriate.

## **X. PROJECT ASSESSMENT**

Internal review and evaluation of the services is the responsibility of the successful bidders. In addition, the bidders will accept and cooperate with monitoring and evaluation procedures required by the Department, providing that normal safeguards for client confidentiality are maintained. The successful bidders will be required to send monthly attendance sheets with the contract invoice for services to the Contract Administrator, which list each child/youth, date of birth, date of placement, level of care, status of activity with the family, date of discharge and reason for discharge, days of service per month and year to date.

The Program Director/Manager will meet quarterly with the Division of Family Services Contract Administrator to address services and areas of collaboration.

The successful bidders will cooperate with the Division and Department to implement child and system level performance tracking.

The successful bidders will submit semi-annual (by January 30<sup>th</sup> and July 30<sup>th</sup> respectively) reports on outcome performance measures. Failure to submit reports may result in denial of payment.

**APPENDIX A**  
**BIDDER'S FORMS AND INSTRUCTIONS**

## ***Submission Instructions***

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***Failure to follow Departmental procedures may disqualify a bidder organization.***

### **I. FORMAT**

Proposals must be printed on 8 1/2" x 11" paper and should be formatted with 1" margins using size 12 Times New Roman font. To be considered all proposals must be submitted in writing and respond to the items outlined in this RFP. Videos will not be presented to the panel. Binding, color graphics and extensive attachments are unnecessary. You are encouraged to double side.

To be considered, vendors must submit a complete response to this RFP. An official authorized to bind the vendor to the proposal must sign proposals. The successful vendor must be in compliance with all licensing requirements of the State of Delaware. Bidders may be called, only at the discretion of the issuing office, for an interview concerning their proposal. The State reserves the right to reject any non-responsive or non-conforming proposals.

### **II. QUESTIONS**

All questions regarding this request should be directed to H. Ryan Bolles at [Herbert.Bolles@State.DE.US](mailto:Herbert.Bolles@State.DE.US). If other assistance is necessary you can reach Ryan Bolles at 302-633-2701. RFP addendum and/or answers to significant content questions will be posted on the State's Solicitation web site at [www.bids.delaware.gov](http://www.bids.delaware.gov) where this RFP is posted. It is the responsibility of the bidder to be aware of all such addendum.

### **III. ETHICS LAW RESTRICTIONS**

Neither the Contractor, including its parent company and its subsidiaries, nor any subcontractor, including its parent company and subsidiaries, may engage, directly or indirectly, any person who, while employed by the State of Delaware during two years immediately preceding the date any Contract entered into as a result of this request for proposals, gave an opinion, conducted an investigation, was directly involved in, or whom otherwise was directly and materially responsible for said service described herein in this request for proposal in the course of official duties as a state employee, officer or official. The Department shall determine, at its sole discretion, whether a person was directly and materially responsible for said program, project, or contract or any other program, project, or contract related to the service described in any contract entered into as a result of this request for proposals.

### **IV. PROPOSALS BECOME STATE PROPERTY**

All proposals become the property of the State of Delaware and will not be returned to the contractor. Proposals to the State may be reviewed and evaluated by any person other than competing vendors at the discretion of the State. The State has the right to use any or all ideas presented in reply to this RFP. Selection or rejection of the proposal does not affect this right.

## **V. RFP AND FINAL CONTRACT**

The contents of the RFP may be incorporated into the final contract and become binding upon the successful bidder. If the bidder is unwilling to comply with the requirements, terms, and conditions of the RFP, objections must be clearly stated in the proposal. Objections will be considered and may be subject to negotiation at the discretion of the State.

## **VI. PROPOSAL AND FINAL CONTRACT**

The content of each proposal will be considered binding on the bidder and subject to subsequent contract confirmation if selected. The content of the successful proposal may be included by reference in any resulting contract. All prices, terms, and conditions contained in the proposal shall remain fixed and valid for ninety (90) days after the proposal due date. Contract negotiations will include price re-verification if the price guarantee period has expired.

## **VII. MODIFICATIONS TO PROPOSALS**

Any changes, amendments or modifications to a proposal must be made in writing, submitted in the same manner as the original response and conspicuously labeled as a change, amendment or modification to a previously submitted proposal. Changes, amendments or modifications to proposals shall not be accepted or considered after the hour and date specified as the deadline for submission of proposals.

## **VIII. COST OF PROPOSAL PREPARATION**

All costs of proposal preparation will be borne by the bidding contractor. All necessary permits, licenses, insurance policies, etc., required by local, state or federal laws shall be provided by the contractor at his/her own expense.

## **IX. EVALUATION REQUIREMENTS AND PROCESS**

The Proposal Review Committee shall determine the firms that meet the minimum requirements pursuant to selection criteria of the RFP and procedures established in 29 Del. C. §§ 6981, 6982. The Committee may interview at least one of the qualified firms. The Committee may negotiate with one or more firms during the same period and may, at its discretion, terminate negotiations with any or all firms. The Committee shall make a recommendation regarding the award to the contracting Division Director of this RFP, who shall have final authority, subject to the provisions of this RFP and 29 Del. C. § 6982 to award a contract to the successful firm in the best interests of the State of Delaware. The Proposal Review Committee reserves the right to award to one or more than one firm, in accordance to 29 Del. C. § 6986.

The Proposal Review Committee shall assign up to the maximum number of points as stated in this Section for each Evaluation Item to each of the proposing firms. All assignments of points shall be at the sole discretion of the Proposal Review Committee.

The Proposal Review Committee reserves the right to:

- Select for contract or for negotiations, a proposal other than that with the lowest costs.
- Accept/Reject any and all proposals received in response to this RFP or to make no award or issue a new RFP.
- Waive or modify any information, irregularity, or inconsistency in proposals received.
- Request modification to proposals from any or all contractors during the review and negotiation.
- Negotiate any aspect of the proposal with any firm and negotiate with more than one firm at the same time. The Department reserves the right to contract with more than one vendor.

All proposals shall be evaluated using the same criteria and scoring process. The criteria above shall be used by the proposal review committee to review proposals. Bidders may be scheduled to make oral presentations in support of their written proposals. The Review Panel will assess the strength and clarity of any oral presentation and combine the evaluations of both written and oral presentations (when applicable) in determining the overall evaluation of the proposal and in making recommendations. A summary of the Panel's recommendations will be available for review upon request.

## **XI. RESERVED RIGHTS OF THE DEPARTMENT OF SERVICES FOR CHILDREN, YOUTH AND THEIR FAMILIES**

Notwithstanding anything to the contrary, the Department reserves the right to:

- o Reject any and all proposals received in response to this RFP
- o Select for contract or for negotiations a proposal other than that with the lowest costs
- o Waive or modify any information, irregularities, or inconsistencies in proposals received
- o Consider a late modification of a proposal if the proposal itself was submitted on time; and, if the modifications make the terms of the proposal more favorable to the Department, accept such proposal as modified
- o Negotiate as to any aspect of the proposal with any proposer and negotiate with more than one proposer at the same time
- o If negotiations fail to result in an agreement within a reasonable period of time, terminate negotiations and select the next most responsive proposer, prepare and release a new RFP, or take such other action as the Department may deem appropriate
- o Negotiate a renewal of the contract resulting from this RFP with appropriate modifications.

## **XII. STANDARDS FOR SUBCONTRACTORS**

The prime contract with the contractor will bind sub or co-contractors to the terms, specifications, and standards of this RFP, resulting prime contracts, and any subsequent proposals and contracts. All such terms, specifications, and standards shall preserve and protect the rights of the Department under this RFP with respect to the services to be performed by the sub or co-contractor. Nothing in the RFP shall create any contractual relation between any sub or co-contractor and the Department of Services for Children, Youth and Their Families.

All sub or co-contractors must be identified in the Contractor's proposal. The proposal's work plan must also state which tasks the sub or co-contractor will perform. Approval of all sub and/or co-contractors must be received from the Department prior to the contract negotiation. The prime bidder will be the State's primary contractor.

### **XIII. CONTRACT TERMINATION CONDITIONS**

The State may terminate the contract resulting from this RFP at any time that the Contractor fails to carry out its provisions or to make substantial progress under the terms specified in this request and the resulting proposal.

The State shall provide the Contractor with 15 days notice of conditions which would warrant termination. If after such notice the Contractor fails to remedy the conditions contained in the notice, the State shall issue the Contractor an order to stop work immediately and deliver all work and work in progress to the State. The State shall be obligated only for those services rendered and accepted prior to the date of notice of termination.

With the mutual agreement of both parties, upon receipt and acceptance of not less than 30 days written notice, the contract may be terminated on an agreed date prior to the end of the contract period without penalty to either party.

Notwithstanding any other provisions of this contract, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming or insufficient, through the failure of the State of Delaware to appropriate funds or through discontinuance of appropriations from any source, the State of Delaware shall have the right to terminate this contract without penalty by giving not less than 30 days written notice documenting the lack of funding.

### **XIV. NON-APPROPRIATION**

In the event that the State fails to appropriate the specific funds necessary to continue the contractual agreement, in whole or in part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available, at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds.

### **XV. FORMAL CONTRACT AND PURCHASE ORDER**

The successful firm shall promptly execute a contract incorporating the terms of this RFP within twenty (20) days after the award of the contract. No bidder is to begin any service prior to receipt of a State of Delaware Purchase Order signed by two authorized representatives of the agency requesting service, properly processed through the State of Delaware. The Purchase Order shall serve as the authorization to proceed in accordance with the bid specifications and the special instructions, once the successful firm receives it.

## **XVI. INDEMNIFICATION**

By submitting a proposal, the proposing firm agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the State of Delaware, DSCYF, its agents, and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the firm, its agents and employees' performance of work or services in connection with the contract, regardless of whether such suits, actions, claims or liabilities are based upon acts or failures to act attributable, in whole or in part, to the State, its employees or agents.

## **XII. LICENSES AND PERMITS**

In performance of this contract, the firm is required to comply with all applicable federal, state and local laws, ordinances, codes, and regulations. The cost of permits and other relevant costs required in the performance of the contract shall be borne by the successful firm. By the time of contract signature, the firm shall be properly licensed and authorized to transact business in the State of Delaware as defined in Delaware Code Title 30, Sec. 2502.

## **XIII. INSURANCE**

- A. As a part of the contract requirements, the contractor must obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the insurance specified below with a carrier satisfactory to the State.
  - 1. Workers' Compensation Insurance under the laws of the State of Delaware and Employer's Liability Insurance with limits of not less than \$100,000 each accident, covering all Contractors' employees engaged in any work hereunder.
  - 2. Comprehensive Liability -Up to one million dollars (\$1,000,000) single limit per occurrence including:
    - a. Bodily Injury Liability -All sums which the company shall become legally obligated to pay as damages sustained by any person other than its employees, caused by occurrence.
    - b. Property Damage Liability -All sums which the company shall become legally obligated to pay as damages because of damages to or destruction of property, caused by occurrence
    - c. Contractual liability, premises and operations, independent contractors, and product liability.
  - 3. Automotive Liability Insurance covering all automotive units used in the work with limits of not less than \$100,000 each person and \$300,000 each accident as to bodily injury or death, and \$100,000 as to property damage.
- B. Forty-five (45) days written notice of cancellation or material change of any policies is required.

**XIX. NON-DISCRIMINATION**

In performing the services subject to this RFP, the firm agrees that it will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The successful firm shall comply with all federal and state laws, regulations and policies pertaining to the prevention of discriminatory employment practice. Failure to perform under this provision constitutes a material breach of contract.

**XX. COVENANT AGAINST CONTINGENT FEES**

The successful firm warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement of understanding for a commission or percentage, brokerage or contingent fee excepting bona-fide employees and/or bona-fide established commercial or selling agencies maintained by the bidder for the purpose of securing business. For breach or violation of this warranty, the State shall have the right to annul the contract without liability or at its discretion and/or to deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

**XXI. CONTRACT DOCUMENTS**

The RFP, the Purchase Order, and the executed Contract between the State and the successful firm shall constitute the Contract between the State and the firm. In the event there is any discrepancy between any of these contract documents, the following order of documents governs so that the former prevails over the latter: Contract, Contract Amendments, RFP, Purchase Order and Vendor Proposal. No other documents shall be considered. These documents contain the entire agreement between the State and the firm.

**XXII. APPLICABLE LAW**

The Laws of the State of Delaware shall apply, except where Federal law has precedence. The successful firm consents to jurisdiction and venue in the State of Delaware.

**XXIII. SCOPE OF AGREEMENT**

If the scope of any provision of the resulting Contract is too broad in any respect whatsoever to permit enforcement to its full extent, then such provision shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of the contract shall not thereby fail, but the scope of such provisions shall be curtailed only to the extent necessary to conform to the law.

## **REQUIRED BIDDER DOCUMENTATION**

In addition to the proposal narrative to address the RFP service requirements each bidder shall submit the following:

- Organization Fact Sheet (included in RFP and where the RFP is posted)
- Assurances (included in RFP)
- Certification, Representation, and Acknowledgements (included in RFP)
- Licenses held to conduct business
- Commercial Liability Insurance
- Bidding agency shall provide a list of all State and/or Federal contracts currently held or held in the past 3 years along with a contact name and phone number for the State and/or Federal agency

*Failure to complete these forms will seriously affect the ability of the review panel to evaluate the bidder's proposal and may be a factor in proposal rejections.*

## **BUDGET SECTION**

The Review Committee will examine all budget materials. Costs presented in the proposal will be considered as binding for successful applications.

**All costs proposed are to be fully-loaded. There shall be no additional costs beyond the bid price.**

**ORGANIZATION FACT SHEET**

Place as Top Page of Proposal

RFP Title: CYF 15-09 Therapeutic Specialized Foster Care

CORPORATE INFORMATION							
Corporation Name: _____							
Home Office Address: _____							
_____							
_____							
Contact Person: _____							
Office Phone #: _____							
Cell Number: _____							
E-mail Address: _____							
_____							
Indicate below with an "X" all that apply:							
<input type="checkbox"/>	Non-Profit Agency	<input type="checkbox"/>	Woman Owned Agency	<input type="checkbox"/>	Minority Owned Agency	<input type="checkbox"/>	Disadvantaged Business Enterprise

BIDDING OFFICE INFORMATION (IF DIFFERENT)	
Name: _____	
Address: _____	
_____	
_____	
Contact Person: _____	
Contact Phone #: _____	
Cell Number: _____	
E-mail address: _____	

Vendor EI#: \_\_\_\_\_

Business License#: \_\_\_\_\_  
(Not required to bid)

**PLEASE SIGN THIS AND SUBMIT WITH THE PROPOSAL**  
**ASSURANCES**

The bidder represents and certifies as a part of this offer that:

The organization will complete or provide any information necessary for enrollment in Medicaid requested by the Department, concerning, but not limited to, such areas as licensure and accreditation, Medicaid rates paid by other states for services provided by the organization, the usual and customary charges for medical services, and/or past sanctioning by the Centers for Medicare and Medicaid Services (CMS).

The organization will maintain records, documents, and other required evidence to adequately reflect the service under contract.

The organization agrees to maintain or to make available at a location within the State, such records as are necessary or deemed necessary by the Department to fully disclose and substantiate the nature and extent of items and services rendered to the Department clients, including all records necessary to verify the usual and customary charges for such items and services. Organizations that show cause may be exempted from maintaining records or from making such records available within the State.

The organization understands that all records shall be made available at once and without notice to authorized federal and state representatives, including but not limited to Delaware's Medicaid Fraud Control Unit, for the purpose of conducting audits to substantiate claims, costs, etc., and to determine compliance with federal and state regulations and statutes.

The organization shall retain medical, financial, and other supporting records relating to each claim for not less than five (5) years after the claim is submitted.

The organization will maintain accurate accounts, books, documents, and other evidentiary, accounting, and fiscal records in accordance with established methods of accounting.

In the event that the Contract with the organization is terminated, the organization's records shall remain subject to the Department's regulations.

The organization will physically secure and safeguard all sensitive and confidential information related to the service given. This includes service activities and case record materials.

The organization shall comply with the requirements for client confidentiality in accordance with 42 U.S.C. 290 and/or 290 cc-3.

The organization will cooperate with designated program monitors, consultants, or auditors from the Department of Services for Children, Youth and Their Families or the Criminal Justice Council in connection with reviewing the services offered under contract.

The organization will comply with all applicable State and Federal licensing, certification, and accreditation standards, including the Department's *Operating Guidelines*, and it will submit documentation of annual renewals of applicable licenses/certifications at whatever point they are renewed during the contract year.

The organization will not let subcontracts without prior approval from the contracting Division.

The organization will attempt to obtain all supplies and materials at the lowest practicable cost and to contain its total cost where possible by competitive bidding whenever feasible.

The organization will, upon signature of the contract, provide written assurance to the Department from its corporate counsel that the organization is qualified to do business in Delaware.

The organization agrees to comply with all requirements and provisions of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Federal Equal Employment Opportunity and Non-Discrimination regulations, and any other federal, state, or local anti-discriminatory act, law, statute, regulation, or policy along with all amendments and revisions of these laws, in the performance of the contract. It will not discriminate against any applicant or employee or service recipient because of race, creed or religion, age, sex, color, national or ethnic origin, handicap, or any other discriminatory basis or criteria.

The organization shall comply with: the Uniform Alcoholism and Intoxication Treatment Act (16 Del.C., Chapter 22 as amended; Licensing of Drug Abuse Prevention, Control, Treatment, and Education Programs (16 Del.C., Chapter 48 as amended); Drug Free Work Place Act of 1988.

The organization shall comply, when applicable, with the Methadone Regulations (21 CFR, Part III), which prohibit use of methadone for children and youth.

The organization will establish a system through which clients receiving the service under contract may present grievances. Clients will be advised of their appeal rights by the organization.

The organization agrees that it is operating as an independent contractor and as such, it agrees to save and hold harmless the State from any liability which may arise as a result of the organization's negligence.

The organization will abide by the policies and procedures of the Department and will comply with all of the terms, conditions, and requirements as set forth in the contract. The organization understands that failure to comply with any of the terms, conditions, and provisions of the contract may result in delay, reduction, or denial of payment or in sanctions against the organization. The organization also understands that penalties may be imposed for failure to observe the terms of Section 1909, Title XIX of the Social Security Act.

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Name of Organization's Authorized Administrator

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Signature of Authorized Administrator

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Date

**PLEASE SIGN THIS AND SUBMIT WITH THE PROPOSAL**

**CERTIFICATION, REPRESENTATION, AND ACKNOWLEDGEMENTS**

By signing below, bidding contractors certify that:

- They are an established vendor in the services being procured
- They have the ability to fulfill all requirements specified for development within this RFP
- They have neither directly nor indirectly entered into an agreement, participated in any collusion, nor otherwise taken any action in restraint of free competitive bidding in connection with this proposal
- They are accurately representing their type of business and affiliations
- They have included in their quotation all costs necessary for or incidental to their total performance under contract
- They are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency

The following conditions are understood and agreed to:

- No charges, other than those shown in the proposal, are to be levied upon the State as a result of a contract.
- The State will have exclusive ownership of all products of this contract unless mutually agreed to in writing at the time a binding contract is executed.

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Name of Organization's Authorized Administrator

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Signature of Authorized Administrator

Date