



*State of Delaware*

*The Department of Services for  
Children, Youth and Their Families*

# **RFP# CYF18-01**

**Request for Proposals  
For Professional Services  
Bid under Title 29 Chapter 69 Section 6981**

**SERVICE COMPONENTS**

Adolescent Sex Offender

Home-Based Family Support Outpatient/Wraparound Services

**INFORMATIONAL BIDDERS CONFERENCE:** Tuesday, May 22, 2018 @ 10 a.m. ET

**PROPOSALS DUE:** Tuesday June 12, 2018 by 2 pm ET

**The RFP schedule is as follows:**

Submit all questions to H. Ryan Bolles, DSCYF Procurement Administrator, at [herbert.bolles@state.de.us](mailto:herbert.bolles@state.de.us) by **COB June 4, 2018** to ensure a response prior to proposal due date.

**Tuesday, May 22, 2018 at 10 a.m.** A bidders' conference will be held on **Tuesday, May 22, 2018, at 10:00 a.m.** at:  
Delaware Youth & Family Center  
1825 Faulkland Road  
Room # 199  
Wilmington, Delaware 19805

**Tuesday, June 12, 2018 by 2:00 PM ET** Please submit 1 original proposal marked "ORIGINAL". Please submit 6 copies of your proposal marked "COPY". Please submit **1 electronic copy of your proposal on CD, DVD or flash drive.**

Proposals **must** be **delivered by 2:00 PM ET on Tuesday, June 12, 2018.**

**Proposals arriving after 2:00pm ET will not be accepted.**

**You are encouraged to double-side copy/print your proposals. Binders are not necessary unless a staple or binder clip isn't possible.**

Express Courier or hand deliver the sealed bids as follows:

**PROPOSAL 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. While DSCYF reserves the right to contact bidders for additional information 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 by email.

## **I. OVERVIEW**

The State of Delaware, Department of Services for Children, Youth and their Families (DSCYF), Division of Youth Rehabilitative Services (DYRS), is issuing this Request for Proposals (RFP) to seek qualified bidders to provide home-based family support outpatient/wraparound Adolescent Sex Offender (ASO) treatment services for youth with Inappropriate Sexual Behaviors (ISB).

DSCYF seeks to contract with **one (1) or multiple** providers to offer statewide home-based family support outpatient/wraparound services to families of youth with ISB issues residing in Kent, New Castle, and Sussex Counties. While preference will be given to proposals offering statewide services, bidders may submit proposals for one (1) or more of these geographic areas.

This RFP will require empirically guided clinically researched based standards from ASO outpatient treatment programs seeking a contract with DYRS. DYRS is not seeking to contract with providers with a “one size fits all” approach, but will contract with providers demonstrating evidenced-based/informed and/or innovative mental health practices that can meet the individualized treatment needs of youth in need of family support outpatient/wraparound programming to address ISB issues.

In responding to this RFP, bidders should provide clarity as to which population subsets they are willing to serve, as well as any specific exclusion criteria under their proposal. Proposals should identify the program’s intake and assessment process, treatment objectives, a description of the treatment modalities used, anticipated length of service and staff credentials.

While DSCYF is primarily seeking proposals for home-based family support outpatient/wraparound services, proposals may include other (ASO) treatment services included in the bidder’s service continuum.

Any resulting contracts will be written for one or more years at the discretion of DSCYF. Contract renewals are contingent upon satisfactory performance and availability of funds for a cumulative total of five (5) years. The initial contract would begin as negotiated. The successful bidders must accept full payment by conventional check and/or other electronic means and/or procurement (credit) card at the State’s option, without imposing any additional fees, costs or conditions.

**All currently contracted DYRS providers of these services must respond to this RFP if they desire contract continuation in FY19.**

## **II. MISSION STATEMENT**

It is the mission of DYRS “to guide youth involved in juvenile justice to a successful future and to support public safety.”

## **III. BACKGROUND**

Beginning in 2009, in efforts to improve case management and increase the service continuum for treatment available to youth adjudicated delinquent for sexual offenses, DYRS sought and was awarded two separate Comprehensive Approaches to Sex Offender Management (CASOM) training grants, as well as a Technical Assistance (TA) award through the Center for Sex Offender Management (CSOM). These training grants and TA award supported DSCYF with providing better management, oversight and services for youth with ISB issues. As a result, DYRS established a centralized, statewide sex offender specific ISB Probation/Aftercare Unit which became fully operational in March 2009.

Continued efforts to increase the service continuum for youth with ISB issues, as well as ongoing education and training efforts regarding accurate and up-to-date knowledge of adolescent risk factors for both sexual and non-sexual recidivism, produced improvement in DSCYF’s ability to match youth to appropriate service levels based on assessments, reassessments and an ongoing systematic review of risk factors for sexual and non-sexual recidivism. Improved assessment and supervision of ISB youth, as well as a more comprehensive

service continuum, resulted in a decrease in the number of youth placed in deep-end restrictive out-of-state residential care settings and shorter lengths of stay for youth necessitating out-of-home placement were realized.

#### **IV. CULTURAL COMPETENCY**

DSCYF encourages all providers in its network to ensure that programming, including all treatment services and milieu, occurs in the context of cultural competency. This will include but not be limited to appropriate training for staff in the areas of gender and racial sensitivity, support for religious beliefs and customs, acceptance of sexual preferences by youth, etc. Responses should address how the program will ensure that staff are skillful in working with and ensuring the safety of sexual minority youth.

#### **V. EVIDENCE-BASED/INFORMED PRACTICES**

Responses are expected to include the use of evidence-based/informed and/or innovative approaches to treatment services which are supported by empirical literature and align with both trauma-informed care principles as well as the system of care core values: to provide care that is youth-guided and family-driven, and culturally competent using evidence-based/informed practice(s). The responses should demonstrate the bidder's ability and experience with evidence-based/informed clinical interventions and practices that have been shown to effectively meet the diverse physical, emotional, cognitive, and behavioral needs of the children and their family.

Responses should identify the specific evidence-based/informed intervention(s) and practice(s) to be used in services proposed, how staff is trained in the evidenced-based practice(s) proposed, and how staff skills are sustained in evidence-based/informed practices. For the chosen evidence-based/informed practice(s) selected, bidders must include documentation of research supporting their selection.

#### **VI. TARGET POPULATION**

Most referred youth will be male or female adjudicated delinquent within the jurisdictional age of the Delaware juvenile justice system and in the custody or under the supervision of DYRS. However, other eligible DSCYF youth may be admitted if deemed appropriate. Bidders should anticipate treating youth with a broad range of sexual behavior problems. In addition to the presenting sexual behavior problems, bidders should anticipate receiving youth with symptoms which may include but not be limited to:

- Inattention and hyper-activity-impulsivity;
- Learning disorders;
- Cognitive distortions;
- Educationally Low Functioning;
- Conduct disorder;
- Oppositional-defiant disorder;
- Adjustment disorder; and
- Depression without active psychosis.

#### **VII. ANTICIPATED NUMBER OF CLIENTS TO BE SERVED**

DYRS does not guarantee a minimum or average number of referrals to any provider; however, based on historical data, DYRS continues to be in need of contracted providers to provide community based ASO treatment services for male and female youth and their families.

DYRS monitors utilization of contracted services via the DSCYF data system. The data on the following page offers information to demonstrate recent patterns of utilization for ASO outpatient and ASO residential treatment programs.

**Outpatient Family Support/Wraparound Services**

<b>Fiscal Year</b>	<b>Total # of Youth Served</b>	<b>Total # of Admissions</b>	<b>Total # of Discharges</b>	<b>Average Length of Service For Discharged Youth</b>
FY15(July 1, 2014-June 30, 2015)	84	41	49	392
FY16(July 1, 2015-June 30, 2016)	56	28	37	427
FY17 (July 1, 2016 through June 30, 2017)	43	25	21	351
FY18 (July 1, 2016 through January 31, 2018)	30	7	10	460

**Outpatient Family Support/Wraparound Services Admissions per Fiscal Year by County**

<b>Fiscal Year</b>	<b>New Castle</b>	<b>Kent</b>	<b>Sussex</b>	<b>Total</b>
FY15(July 1, 2014-June 30, 2015)	15	12	14	41
FY16(July 1, 2015-June 30, 2016)	12	8	8	28
FY17 (July 1 2016-June 30, 2017)	12	5	8	25
FY18 (July 1, 2016 through January 31, 2018)	5	1	1	7

\*From July 1, 2014 – January 31, 2018 twelve (12) youth received Outpatient Family Support/Wraparound Services and Residential Treatment Services simultaneously.

**VIII. PROGRAM ELEMENTS/SERVICE COMPONENTS**

DSCYF desires to contract for programs with evidence-based/informed and/or innovative approaches to treatment services which are supported by empirical literature. The intent of the services requested is to promote relapse prevention and pro-social behaviors for youth exhibiting ISB. Services should emphasize helping each youth to increase his/her awareness and range of choices concerning his/her behavior, to develop specific coping skills and self-control capacities and build resilience through protective factors including self-esteem, effective communication, personal accountability, respect for authority, and discipline in the context of individualized programming.

Principles of the programs should include:

- Program models supporting trauma-informed care, focusing on strengthening connections between the family and community;
- Cultural and linguistic competent services;
- Individualized planning tailored to the needs and strengths of each youth and family;

- Respectful partnerships with parents and caregivers; and
- Family focused and strength-based approach to problem-solving.

The awarded bidder/s shall provide family support outpatient/wraparound services to families of youth exhibiting ISB. Referred youth may be residing in the community, placed in DSCYF out-of-state contracted ASO residential programs and/or in-state Residential Treatment Centers. Proposals must describe treatment expertise and/or how staff will be trained to obtain treatment expertise with the ASO population. Additionally, proposals should discuss willingness to work with the other DYRS contracted programs identified as providers of residential ASO Treatment where youth may be placed. Therapists will be required to spend time at each of the contracted residential programs to learn about their treatment approaches and to develop mutually acceptable treatment protocols. This collaboration may extend to regular phone contacts with the family therapist, video sessions, or live sessions in the state of each program or Delaware.

The awarded bidder/s shall provide an array of services to families living within the state of Delaware while their child is in out-of-state residential ASO specific treatment or residing in the community if either diverted from residential treatment or returning home following the completion of residential treatment. The program shall work collaboratively with residential and/or community therapists and DSCYF staff in an effort to promote relapse prevention and pro-social behaviors. Anticipated lengths of service may range as authorized by DSCYF and based on each youth's individualized treatment needs to address identified risk/needs as indicated in the ERASOR/JSOAP or other relevant assessments.

Therapeutic strategies, ongoing collaboration, and conjoint work with the youth and the treatment team are essential. The selected bidder/s must be equipped to support and/or educate families relative to psychiatric diagnosis, related medications and ISB issues. Bidders should anticipate providing space as necessary for any group counseling or other situations where a home setting is not available or preferred.

Essential service components shall include the following:

- ERASOR/J-SOAP risk assessment;
- Family therapy;
- Individual counseling;
- Group counseling;
- Psychiatric and psychological consultation;
- Service coordination;
- 24 hour/7 days per week crisis intervention;
- Conflict resolution;
- Educational mentoring; and
- Vocational mentoring.

The program shall provide:

- A safe environment where the family will feel respected and comfortable to express their feelings/concerns;
- Engagement of youths' families in the rehabilitative process as the primary recipient of the services while youth are in residential care and to both the youth and family for youth that are placed in community-based settings;
- Individualized treatment services to help reduce recidivism;
- Assistance with the development of an individualized safety plan;
- Assistance with understanding and addressing their community reintegration/relapse prevention plan;
- Assistance with developing a resource network for the youth and family in the home/community;

- Assistance with meeting community service and/or restitution obligations whenever possible; and
- Employment of experienced, diverse, and well trained staff who can engage positively and assist the youth and their families with understanding their situation and identifying strategies to help them improve their lives.

The following program elements must be included:

- Treatment Services to include individual and family counseling using a variety of techniques to identify and resolve issues concerning the impact of the sexual perpetration on the family unit and developing attitudes and actions that support positive prosocial change;
- Administering and scoring of ERASOR and J-SOAP assessments for youth and ensuring the service/treatment goals included in Service Plans and Discharge Summary/Relapse Prevention/Safety Plans are in relation to identified risk/needs;
- Case management for youth and their families to identify needs for health, behavioral health, and social services and to link them to resources that are available in the community to ensure a healthy transition;
- Services in a coordinated context with linkage maintained between the residential or community therapists and assigned DSCYF staff on a routine basis; and
- Telephonic answering service for crisis intervention twenty-four (24) hours per day, seven (7) days per week for emergency calls requiring professional intervention.

## **IX. FAMILY INVOLVEMENT AND DISCHARGE PLANNING**

Engaging the youth's family and other informal supports at the time of admission and throughout treatment is essential to effective intervention.

Youth will not be eligible for program involvement if parents/guardian(s) refuse to participate/cooperate with the program. Family members and/or significant others in the youth's support network shall be encouraged to commit to regular participation in the treatment process. Responses should include strategies to encourage effective family engagement.

The family support outpatient therapist, residential and/or community therapists and DSCYF case management staff shall jointly develop with the youth and their family a Relapse Prevention/Service Plan and Safety Plan. The Relapse Prevention/Service Plan must include, but not be limited to: recommendations for any appropriate services such as continued treatment, community support and resources and special educational referrals.

## **X. STAFFING**

Categories of staff licensure may include, but may not be limited to: a licensed clinical social worker, a licensed psychologist, a Masters level registered nurse or counselor. Access to a child/adolescent psychiatrist for treatment monitoring is essential. Vitae of staff identified for this service or job specifications with the qualifications required must be submitted as a part of the proposal. Bidders are requested to submit their plan for staffing, service intensity, and clinical supervision. Proposals must also identify proposed service location/s, demonstrate knowledge of community resources, and past experience in developing partnerships with other agencies.

Responses should include staff training in family work, experience with adolescents, and experience/interest in working with families and youth with ISB. The selected bidder/s must be prepared to work with families from diverse cultures and ethnic backgrounds. In addition to demonstrating cultural competency, therapists must work with diverse family groups including: single parents, extended families, sibling sub-groups, and a variety of significant others.

Proposals must demonstrate treatment expertise with the ASO population. Membership in the Association of Treatment of Sexual Abusers (ATSA) and attendance at the annual national conferences is encouraged.

## **XI. FUNDING**

Bidders must take into account the following assumptions:

- There are no start-up funds available under this RFP.
- The Contractor must work with the DSCYF's Cost Recovery Unit to provide required reports and documentation of service. Based on the Provider's scope of services, DSCYF may require the Provider to invoice private health insurance for eligible services as applicable for each youth served once that insurance information becomes known prior to invoicing DSCYF.
- The successful bidder must accept full payment by conventional check and/or other electronic means and/or procurement (credit) card at the State's option, without imposing any additional fees, costs or conditions.
- DSCYF's preference is for Unit Cost and other creative and cost-effective reimbursement approaches including hourly rate(s) billed in quarter hour increments, episode/case rate(s), tiered rate (s) based on client status and functioning, pricing of service components according to type, frequency and intensity, or other proposed approaches. Rates should include: all treatment programming, case management, transportation and travel. Providers need to be clear as to what is or is not included in the quoted rate (e.g. all treatment services, travel, transportation etc.) In calculating these costs, DYRS pays for the date of admission, all dates youth is served including discharge date. Any fee-for-service costs above and beyond those covered in the Unit Cost rate should be delineated in the program's proposal.

## **XII. MONITORING**

The successful bidder/s must work with DSCYF/DYRS to provide required reports and documentation of service. Internal review and evaluation of the program is the responsibility of the successful bidder/s. The successful bidder/s shall submit data and written reports to DYRS with documentation of performance measures outlined in this RFP and/or contract. Failure to submit reports may result in denial or delay of payment.

DSCYF will conduct fiscal and program audits and provide consultation to assure quality services and efficient utilization. DSCYF agrees to notify the contractor of any deficiencies or concerns and will discuss corrective actions that may be needed.

## **XIII. QUALITY ASSURANCE PROCESS**

The successful bidder/s shall be responsible for implementing a Quality Assurance Process to track completion and timeliness of written Initial Service Plans, Quarterly Service Plan Reviews and Discharge Summaries. Additionally, it is the intent of the DEPARTMENT for Providers to participate as collaborative partners in the development of program improvement plans aimed at enhancing service quality and delivery. The successful bidder/s shall agree to participate in and support the DEPARTMENT'S quality improvement process by attending meetings and teleconferences, furnishing data for evaluations, implementing program or process modifications and responding to additional needs of the quality improvement process. **Successful bidder/s will be expected to collate data and submit an annual report to DYRS for Outcome Performance Measures outlined in their proposals and as collaboratively identified between the Department and Provider during Contract negotiations.**



## **XIV. PROPOSAL SCORING CRITERIA**

### **A. OUTPATIENT/WRAP PROPOSAL SCORING CRITERIA**

Each Home-based family support outpatient/wraparound services proposal will be scored using the following criteria:

1. **Organizational capacity and capability to meet requirements to provide service described (ie. Staffing, financial condition, etc) (15%)**
  - Does the bidder's organization have the capacity to carry out the program proposed?
  - Does the bidder's organization have the required infrastructure to support the program proposed?
2. **Service Delivery/Program Methods (25%)**
  - Has the bidder proposed an evidenced based/informed and/or innovative approaches to treatment services model supported by empirical literature?
  - Has the bidder demonstrated an understanding of the target population (e.g., described their expertise in treatment of ASO, recognize importance of individualized programming, relapse prevention and a trauma informed care approach)?
  - Has the bidder described treatment expertise and/or how staff will be trained to obtain treatment expertise with the ASO population?
  - Has the bidder described the staffing plan, including credentials, training policies and practices, etc.?
  - Is the proposed staff ratio consistent with a well-structured program model driven by youth needs?
  - Has the bidder demonstrated expertise in administering ERASOR/JSOAP or other relevant assessments?
  - Has the bidder described strategies to encourage effective family engagement?
  - Are the mechanisms described for providing the required service timely and demonstrate a length of service which is clinically driven based on assessment and individualized treatment needs?
  - Has the bidder identified any required outside subcontracted support (e.g., medical and clinical professionals)?
3. **Service Delivery/Program Monitoring and Evaluation (20%)**
  - Does the proposal contain adequate procedures for maintaining a safe environment for youth?
  - Does the proposal adequately describe the agency's procedures for preventing youth from acquiring additional charges?
4. **Experience/Demonstrated Ability and Reputation (15%)**
  - History of the organization with DSCYF and/or other State agencies (e.g. accessibility, responsiveness, effectiveness, regulatory compliance, etc.).
  - Past performance/experience/qualifications in providing treatment services and/or treatment support services as indicated by reviews of accrediting body and/or state agencies, and/or State Medicaid offices, and/or other appropriate supporting documentation.
5. **Cost (25%)**
  - Is the proposed cost(s) reasonable?
  - Is the proposed cost(s) competitive compared to other proposed costs or the known market?
  - Is the proposed cost(s) comprehensively explained?
  - Has the bidder proposed any goods or services (in-kind or cash assistance) to support its services?

## **XV. Proposal Content Requirements**

Bidder must complete, include or provide all of the following items:

1. Completed Bidder Fact Sheet found below and [online with this RFP in MS Word](#) for easy editing
2. Copy of bidder's current Commercial Liability insurance certification
3. Signed "Assurances" document found in Appendix A
4. Signed "Certifications, Representation, and Acknowledgements" document found in Appendix A
5. Completed "Employing Delawareans Report" document found in Appendix A
6. Description of the agency including mission and vision statements
7. Comprehensive Program Narrative responsive to all RFP requirements above
8. Detailed proposed cost(s) for each proposed service, episode/case, tier, etc.

## **APPENDIX A – Bidder Forms and Instructions**

### ***Submission Instructions***

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

#### **I. FORMAT**

Proposals should be printed on 8 1/2" x 11" paper. 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. Binders, color graphics and extensive attachments are unnecessary. Double-side copying is strongly encouraged.

To be considered, bidders must submit a complete response to this RFP. An official authorized to bind the bidder to the proposal must sign proposal documents. The successful bidder must be in compliance with all licensing requirements of the State of Delaware at time of contract execution.

Bidders may be called, only at the discretion of the Department, 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) or 302-633-2701. Questions will be forwarded to the appropriate DSCYF program administrators. Updates and answers to significant content questions will be posted on the State's solicitation web site [www.bids.delaware.gov](http://www.bids.delaware.gov). It is the bidder's responsibility to check the website for updates to this RFP.

#### **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 percentage of points as stated previously in this RFP. 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. Bidders may be scheduled to make oral presentations in support of their written proposals. However, proposals are expected to stand on their own merits as written. 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.

## **X. REJECTION OF PROPOSALS**

DSCYF reserves the right to reject any/all proposals received in response to this RFP. Any information obtained will be used in determining suitability of proposed support.

Any proposal called "not accepted" will mean that another proposal was deemed more advantageous or that all proposals were not accepted. Respondents whose proposals were not accepted will be notified as soon as a selection is made, or if it is decided, that all proposals are not accepted.

Any proposal failing to respond to all requirements may be eliminated from consideration and declared not accepted.

The proposal must conform to the requirements as stated in the RFP. The State specifically reserves the right to waive any informalities or irregularities in the proposal format.

## **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:
- Reject any and all proposals received in response to this RFP
- Select for contract or for negotiations a proposal other than that with the lowest costs
- Waive or modify any information, irregularities, or inconsistencies in proposals received
- 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
- Negotiate as to any aspect of the proposal with any proposer and negotiate with more than one proposer at the same time
- 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
- 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 approval of a State of Delaware Purchase Order by the Secretary of the Department of Finance. The Purchase Order shall serve as the authorization to proceed in accordance with the bid specifications, any special instructions and the Contract terms and conditions.

### **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. 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**

Bidder recognizes that it is operating as an independent contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the bidder's

negligent performance under any resulting contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the bidder in its negligent performance under any resulting contract.

The bidder shall maintain at its own cost for the term of any resulting contract and all extensions such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. The vendor is an independent contractor and is not an employee of the Department of Services for Children, Youth and Their Families.

During the term of any resulting contract, the successful bidder will, at its own expense, also carry insurance minimum limits as follows:

a.	Commercial General Liability	\$1,000,000 per occurrence / \$3,000,000 aggregate
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And at least one of the following, as outlined below:

b.	Medical or Professional Liability	\$1,000,000 per occurrence / \$3,000,000 aggregate
c.	Misc. Errors and Omissions	\$1,000,000 per occurrence / \$3,000,000 aggregate
d.	Product Liability	\$1,000,000 per occurrence / \$3,000,000 aggregate

The successful bidder must carry (a) and at least one of (b), (c), or (d) above, depending on the type of Service or Product being delivered.

If the contractual service requires the transportation of DSCYF clients or staff, the successful bidder shall, in addition to the above coverages, secure at its own expense the following coverage:

a.	Automotive Liability (Bodily Injury)	\$1,000,000 per occurrence / \$3,000,000 aggregate
b.	Automotive Property Damage (to others)	\$25,000

The bidder shall provide a Certificate of Insurance (COI) as proof that the bidder has the required insurance. The COI shall be provided prior to DSCYF prior to any work being completed by the awarded bidders(s).

The Department of Services for Children, Youth & Their Families shall be named as an additional insured.

Should any of the above described policies be cancelled before expiration date thereof, notice will be delivered in accordance with the policy provision.

## **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 this 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.



## **BIDDER FACT SHEET**

**Place as Top Page of Proposal**

RFP Title: **CYF 18-01 Adolescent Sex Offender: Home-Based Family Support  
Outpatient/Wraparound Services**

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Indicate if you are bidding to provide services in specific counties OR statewide:

- |  |                                      |
|--|--------------------------------------|
| <input type="checkbox"/> Sussex County     | <input type="checkbox"/> Kent County |
| <input type="checkbox"/> New Castle County | <input type="checkbox"/> Statewide   |

<b>CORPORATE INFORMATION</b>
Indicate the type of business bidder is or proposes to be if yet to be formed:
<input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Individual
Bidder Name: _____
Office Address: _____ _____
Contact Person: _____
Office Phone #: _____
Cell Phone #: _____
E-mail Address: _____

COMPANY CLASSIFICATIONS:  Del. CERT. NO.:	Certification type(s)	Circle all that apply
	Minority Business Enterprise (MBE)	Yes No
	Woman Business Enterprise (WBE)	Yes No
	Disadvantaged Business Enterprise (DBE)	Yes No
	Veteran Owned Business Enterprise (VOBE)	Yes No
	Service Disabled Veteran Owned Business Enterprise (SDVOBE)	Yes No

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

Delaware Business License#: \_\_\_\_\_

**(Not required to bid)**

A Delaware Business License is not required to bid, but is required before the time of contract signing if the contractor operates within the State of Delaware. This requirement is waived for non-profits.

**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 Generic Program Standards, 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 bidder 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 FORM AND SUBMIT WITH THE PROPOSAL**

**CERTIFICATION, REPRESENTATION, AND ACKNOWLEDGEMENTS**

By signing below, bidder certifies 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 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 negotiated into a final contract 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.

\_\_\_\_\_  
Name of Organization's Authorized Administrator

\_\_\_\_\_  
Signature of Authorized Administrator

\_\_\_\_\_  
Date

**PLEASE COMPLETE AND SUBMIT WITH THE PROPOSAL**

RFP Title: CYF 18-01 Adolescent Sex Offender: Home-Based Family Support  
Outpatient/Wraparound Services

Bidder Name:	
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**EMPLOYING DELAWAREANS REPORT**

As required by House Bill # 410 (Bond Bill) of the 146<sup>th</sup> General Assembly and under Section 30, No bid for any public works or professional services contract shall be responsive unless the prospective bidder discloses its reasonable, good-faith determination of:

1.	Number of employees reasonable anticipated to be employed on the project:	
2.	Number and percentage of such employees who are bona fide legal residents of Delaware:	
3.	Percentage of such employees who are bona fide legal residents of Delaware:	
4.	Total number of employees of the bidder:	
5.	Total percentage of employees who are bona fide resident of Delaware:	
If subcontractors are to be used:		
1.	Number of employees who are residents of Delaware:	
2.	Percentage of employees who are residents of Delaware:	

“Bona fide legal resident of this State” shall mean any resident who has established residence of at least 90 days in the State.