



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

# **RFP# CYF19-06**

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

**SERVICE COMPONENTS**

**Statewide System of Care (SOC) Expansion Implementation**

**INFORMATIONAL BIDDERS CONFERENCE: NONE**

**PROPOSALS DUE: Thursday, April 11, 2019 by 2 pm ET**

**The RFP schedule is as follows:**

Submit questions to H. Ryan Bolles, DSCYF Procurement Administrator, at [herbert.bolles@Delaware.gov](mailto:herbert.bolles@Delaware.gov) **by COB April 3, 2019** to ensure a response prior to proposal due date.

**None** There is **no** bidders' conference scheduled for this RFP.

**Thursday, April 11, 2019** 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.**

**by 2:00 PM ET** Proposals **must be delivered by Thursday, April 11, 2019 by 2:00 PM ET.**

**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  
RFP CYF#19-06  
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  
RFP CYF#19-06  
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.

**State of Delaware’s Department of Services for Children, Youth and Their Families**  
**Request for Proposals**

**Professional Services Requested Under RFP**

The State of Delaware’s Department of Services for Children, Youth, and Their Families (DSCYF) Division of Prevention and Behavioral Health Services (DPBHS) is seeking proposals from qualified individuals for several positions. These expected contract awards include the Project Director (1 award), the Clinical Lead (1 award), the Clinical Service Coordinator (2 awards) as well as Family Peer Support Services for a new federal grant. **Agencies or individuals may bid for a Family Peer Support Services contract. Only individuals bidding as individuals may bid for all other contracts.**

DPBHS has received a 4-year System of Care (SOC) Expansion Implementation Grant from the Substance Abuse and Mental Health Services Administration’s (SAMHSA) Center for Mental Health Services. SAMHSA defines the system of care as “an organizational philosophy and framework that involves collaboration across government and private agencies, providers, families, and youth for the purpose of improving access and expanding the array of coordinated community-based, culturally and linguistically competent services and supports for children and youth with a serious emotional disturbance (SED) and their families.”

As an early adopter of these principles, DPBHS endorses a system of care that values work that is family-driven, youth-guided, strengths-based, culturally competent, and individualized. The purpose of this grant is to build upon previous work of the division and develop an infrastructure to support the continued use of the SOC framework in providing services for children with mental/behavioral health issues and their families. In particular, many services will focus on the population of children with co-occurring intellectual and/or developmental disabilities (ID/DD) and mental/behavioral health difficulties. The goal of this grant is to expand and support the SOC approach within DPBHS and DSCYF, contracted providers, stakeholders, and other child-serving agencies statewide.

Specific goals include:

- Goal 1: Transform the system, as part of an overall health system change, to provide services statewide to children within a culturally competent child behavioral health system of care.
- Goal 2: Create a sustainable training and technical assistance strategy to facilitate ongoing learning, coaching, and practice improvement that supports fidelity to SOC values and principles.
- Goal 3: Expand child and family involvement in all levels of SOC implementation.
- Goal 4: Partner collaboratively with other key child-serving systems to address behavioral effects of trauma.
- Goal 5: Build and expand infrastructure to sustain SOC implementation statewide.

Professional service areas to be contracted as a result of this RFP are as follows (details provided in subsequent pages):

- 1 Project Director
- 1 Clinical Team Leader
- 2 Clinical Service Coordinators
- Family Peer Support Services (individuals or agencies may apply)

**How to Respond to this RFP:**

A cover letter must be submitted along with the completed proposal, required documentation, and signed forms. The requirements for each service component are listed and explained on the final page of this document.

**Compensation** is competitive and will be negotiated based on qualifications, experience, and expertise. However, the estimated annual compensation for the successful bidders are listed below:

*Project Director*—the estimated all-inclusive annual compensation for the Project Director will be a maximum of \$97,650.

*Clinical Team Leader*—the estimated all-inclusive annual compensation for the Clinical Team Leader will be \$94,493.

*Clinical Service Coordinator (2 positions)*—the estimated all-inclusive annual compensation per each Clinical Service Coordinator will be \$68,808.

*Family Peer Support Services*—the estimated all-inclusive annual compensation for Family Peer Support Services will be \$158,776.

Invoices may be submitted on a monthly basis. The independent contractor is responsible for payment of any and all federal, state, or local taxes that may apply. The state will not provide Health Care or Pension Benefits. 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.

**Contract Term** will initially likely be for a one-year period. Renewal of the contract will be contingent upon satisfactory performance and availability of funds. The contract may be written for multi-year periods at the discretion of DSCYF with agreement from the successful bidder. The maximum possible amount of time for this contractual relationship is four years unless an extension is granted. DSCYF anticipates the contractor will begin providing services as soon as the contract can be executed.

**A Delaware Business License and Commercial Liability Insurance** are required for all independent contractors at the time of contract execution but not at the time of proposal submission. Successful bidders **must** obtain and maintain both for the term of the contractual agreement. Professional liability insurance if required as appropriate for licensed professionals. Those bidders must also obtain and maintain professional liability insurance for the term of the contractual agreement.

DSCYF reserves the right not to award contracts for the service areas described in this RFP. Contract start dates may vary depending on the length of the negotiations and other factors, but it is the Department’s goal to begin service delivery as soon as possible.

It is estimated that the Project Director, Clinical Lead, and Clinical Service Coordinator contractors as well as individuals contracted in the role of Family Peer Support Services will each require approximately 40 hours per week to complete the required tasks. Travel to Wilmington, Delaware may be required approximately one to two times per week. Contract duties may be required in other areas of the state. Contractors may not invoice for additional expenses related to travel.

**FOR ANY FORMER OR CURRENT STATE EMPLOYEE WHO IS INTERESTED IN  
COMPETING FOR THIS CONTRACT:**

To ensure compliance with the State's Code of Conduct post-employment law (which provides that former State employees may not work on State projects if they were directly and materially related to their work as State employees), it is required that current State of Delaware employees who respond to this RFP contact Deborah Weaver, Esq. (302-739-2399), attorney for the Delaware Public Integrity Commission. Ms. Weaver will assist such individuals in reviewing their situations, in determining if a request to the Commission for advice is needed, and in drafting an appropriate letter to the Commission if necessary. During instances when such a letter is indicated, it must be submitted for consideration by the Commission at its regularly scheduled monthly meeting.

Individuals wishing to submit a proposal in response to this RFP who receive a pension benefit from the State Employee's Pension Plan are required to complete Form-SS-8 "Determination of Worker Status" with the Internal Revenue Service. The application and findings from the Internal Revenue Service must be reported to the Delaware Board of Pension Trustees for a determination of whether or not the individual meets the definition of an employee within the Plan. For more information visit <http://delawarepensions.com>.

**Criminal Background Check:**

Pursuant to 31 Del.C. section 309, bidders awarded a contract resulting from this RFP are required to pass a criminal background check (state and federal).

All information required by Delaware Code shall be forwarded to DSCYF which will assess the information and make a determination of suitability based on the type(s) of offense(s), recency of offense(s), record since the offense(s), and responsibilities of the bidder. Further instructions will be provided as necessary.

In addition, all bidders awarded a contract will be required to obtain certification from DSCYF in relation to whether the individual is named in the Central Register as the perpetrator involved in a report of child abuse. Further instructions will be provided as necessary.

**Professional Service Summary, Requirements, and Evaluation Criteria**  
**Project Director Contract (1 contract award for 1 person)**

**Description of Service**

The Project Director will be responsible for all aspects of the statewide grant project implementation and management in order to build upon and sustain a comprehensive, statewide System of Care within DPBHS, DSCYF, contracted providers, stakeholders, and other child-serving agencies. The Project Director will provide leadership in the development, coordination, implementation, and evaluation of all grant activities. The Project Director's performance will be monitored annually against deliverables based on the successful completion of the following responsibilities:

- Providing leadership in implementing policies, procedures, and practices that are consistent with the values and principles of SOC.
- Understanding and actively promoting the values and principles of SOC.
- Developing, facilitating, and maintaining effective inter-agency collaboration across a variety of child-serving systems.
- Serving as a representative to the grant project governance body.
- Coordinating, supervising, and managing the work of the grant project team to ensure integrated efforts directed towards achieving the grant project goals.
- Negotiating, developing, administering, and monitoring all contracts that are funded by the grant.
- Preparing, administering, and managing the grant project budget, including coordinating the submission of required federal financial reports.
- Creating a financial plan that details the sustainability of SOC efforts.
- Ensuring all federal reporting requirements are completed accurately and on a timely basis.
- Preparing an annual grant continuation application to SAMHSA for review and approval by DSCYF administration.
- Preparing required narrative and statistical reports to document project accomplishments.
- Developing a method to use collected data and information to inform a process of Continuous Quality Improvement in all grant activities.
- Representing DPBHS in all required grantee meetings.
- Serving as the liaison between DPBHS and SAMHSA.

The Project Director's contractual performance will be directly monitored by the DSCYF Grant's Principal Investigator.

**Bidder Qualifications:**

- Master's degree or higher in Behavioral or Social Science or related field required. Preference will be given to licensed mental health professionals.
- Knowledge and experience with the System of Care framework.
- Demonstrated experience facilitating effective inter-agency collaboration across professional disciplines.
- Demonstrated experience managing programs and budgets (grant experience preferred).
- Demonstrated experience in administration of children's mental health or human service programs, including program management, budget oversight, and outcome measurement and reporting.
- Excellent written and oral communication skills.

**Evaluation Criteria:**

- Master's degree or higher in Behavioral or Social Science or related field [**Mandatory**] Preference will be given to licensed mental health professionals..
- Knowledge and experience of the System of Care framework [30%].
- Demonstrated experience in successfully managing programs and budgets. Preference may be given for grant management experience. [30%].
- Demonstrated experience in administration of children's mental health or human services programs, including development, implementation, and evaluation of health or human services programs and services [20%].
- Demonstrated experience working successfully with a wide variety of populations and diverse stakeholders [15%]. Preference will be given for knowledge/experience working with trauma and child welfare systems.
- Proposal reflects excellent written communication skills [5%].

Feedback from references along with any experience DSCYF or other state agencies have with the bidder will also be considered as the panel makes a recommendation for contract award.

**Professional Service Summary, Requirements, and Evaluation Criteria**  
**Clinical Team Leader (1 contract award for 1 person)**

**Description of Service**

The Clinical Team Leader will be responsible for oversight and management of the statewide wraparound case management team. The team will serve children ages birth through 18 who are receiving services from DPBHS. These children may also be receiving services from one or more of the sister divisions such as the Division of Family Services (DFS) and the Division of Youth Rehabilitation Services (DYRS). Although the team will be available to children 0 through 18 years of age, it is anticipated that a majority of the cases will involve school-age children. There may also be the possibility of increasing the age range. The Team Leader will be responsible for determining clinical necessity for behavioral health services, coordinating care for children and families across multiple child-serving systems, and supervision of at least 2 Clinical Service Coordinators. The Team Leader will also be responsible for supporting the efforts of the grant goal to increase family engagement, including, but not limited to, attendance at monthly parent support groups.

The Team Leader will report to the contracted Grant Project Director. The team will serve children statewide; therefore, the Team Leader is required to have a valid driver's license and the ability to travel statewide and reliable transportation. The typical work day will be from 8 a.m. to 4:30 p.m., with some night and weekend work as necessary.

**Bidder Qualifications**

- Master's degree or higher in psychology, social work, or related human service field.
- Possession of a Delaware license as a mental health professional or eligible for reciprocity
- Experience determining and/or providing rationale of clinical necessity for behavioral health services.
- Experience in supervision of clinical staff.
- Knowledge and experience with wraparound, or other family-driven treatment approaches of case management.
- Experience coordinating care across multiple child-serving systems, including linking families with community-based supports, and/or providing direct care within a multidisciplinary team.
- Knowledge and experience working within a System of Care framework.
- Excellent communication skills.

**Evaluation Criteria**

- Master's degree or higher in psychology, social work or related human services field **[Mandatory]**.
- Possession of a Delaware license as a mental health professional or eligible for reciprocity **[Mandatory]**.
- Valid driver's license **and statement of reliable transportation [Mandatory]**.
- Experience determining and/or providing rationale of clinical necessity for behavioral health services [25%].
- Experience supervising clinical staff [25%].
- Experience with wraparound, or other family-driven treatment case management approaches [20%].
- Experience coordinating care across multiple child-serving systems, including community supports, and/or providing direct care within a multidisciplinary team [20%]. Preference will be given for knowledge/experience working with trauma and child welfare systems as well as with children and families from diverse backgrounds.
- Knowledge and experience of working within a System of Care framework [5%].

- Proposal reflects excellent written communication skills [5%].

Feedback from references along with any experience DSCYF or other state agencies have with the bidder will also be considered as the panel makes a recommendation for contract award.

**Any bidder wishing to bid for both the Team Leader and the Service Coordinator contract opportunities must submit a separate proposal with the Bidder Fact Sheet appropriately marked.**

**Professional Service Summary, Requirements, and Evaluation Criteria**  
**Clinical Service Coordinators (2 contract awards for 1 person each)**

**Description of Service**

The Clinical Service Coordinators will be responsible for working directly with children and their families to provide case management services within a wraparound framework. Tasks will include assessment for treatment interventions based on clinical necessity, development of individualized treatment plans for the child/family, integration of all services being received to minimize challenges or duplication, collaboration with the family to identify appropriate service provider(s), monitoring of clinical treatment progress, identification/help with obtaining resources for non-mental health services where indicated to support the treatment planning process, facilitation of transitions in levels of care and/or providers and discharge from the system once criteria set with child/family are met. The Clinical Service Coordinators will also be responsible for supporting the efforts of the grant to increase family engagement, including, but not limited to, attendance at monthly parent support groups.

Each Clinical Service Coordinator will be responsible for serving children ages 0 through 18 who are receiving services from DPBHS. These children may also be receiving services from one or more of the sister divisions such as the Division of Family Services (DFS) and the Division of Youth Rehabilitation Services (DYRS). Although the team will be available to children 0 through 18 years of age, it is anticipated that a majority of the cases will involve school-age children. There may also be the possibility of increasing the upper age range limit. The Clinical Service Coordinators will be supervised by the contracted Team Leader. The team will serve children statewide; therefore, the Clinical Service Coordinators are required to have a valid driver's license and the ability to travel statewide and reliable transportation. The typical work day will be from 8 a.m. to 4:30 p.m., with some night and weekend work required.

**Requirements**

- Bachelor's degree in Behavioral or Social Science or related field required (Master's degree preferred).
- Experience coordinating care and/or providing direct care for children and families who are receiving services across the continuum of behavioral health services.
- Experience in development of individualized treatment plans for children.
- Knowledge and experience in utilizing a wraparound case management approach or other family-driven treatment approaches.
- Knowledge and experience working within a System of Care framework.
- Outstanding communication skills.

**Evaluation Criteria**

- Possession of a bachelor's degree in psychology, social work, or a related human services field. Preference may be given for a Master's degree [**Mandatory**].
- Valid driver's license **and statement of reliable transportation** [**Mandatory**].
- Experience coordinating care and/or providing direct care for children and families who are receiving services across the continuum of behavioral health services as well as services from other child-serving systems [40%]. Preference will be given for knowledge/experience working with trauma and child welfare systems as well as with children and families from diverse backgrounds.
- Experience with wraparound or other family-driven treatment approaches of case management [30%].
- Experience in development and monitoring of family-driven treatment and transition plans [20%].
- Knowledge and experience of the System of Care framework [5%].

- Proposal reflects excellent written communication skills [5%].

Feedback from references along with any experience DSCYF or other state agencies have with the bidder will also be considered as the panel makes a recommendation for contract award.

Any bidder wishing to bid for both the Team Leader and the Service Coordinator contract opportunities must submit a separate proposal with the Bidder Fact Sheet appropriately marked.

**Professional Service Summary, Requirements, and Evaluation Criteria**  
**Family Peer Support Services**

**\*\*Please note that either individuals or agencies may apply for a contract to provide Family Peer Support Services\*\***

**Description of Service**

Family Peer Support Services (FPSS) are an array of formal and informal services and supports provided to families caring for/raising a child who is experiencing social, emotional, medical, developmental, substance use, and/or behavioral challenges in his or her home, school, placement, and/or community. FPSS provide a structured, strengths-based relationship between a Family Support Provider (FSP) and the parent/family member/caregiver for the benefit of the child/youth while working within a wraparound framework. The FPSS role will also be responsible for supporting the efforts of the grant goal to increase family engagement.

FPSS will be responsible for serving children ages 0 through 18 (and their families) who are receiving services from DPBHS. These children may also be receiving services from one or more of the sister divisions such as the Division of Family Services (DFS) and the Division of Youth Rehabilitation Services (DYRS). It is important to note that the family is defined as the primary caregiving unit and is inclusive of the wide diversity of primary caregiving units in our culture. Family is a birth, foster, adoptive or self-created unit of people residing together. It may also include those with a significant relationship outside the home, consisting of adult(s) and/or child(ren), with adult(s) performing duties of parenthood/caregiving for the child(ren). FPSS can be provided through individual and group face-to-face contact and can occur in a variety of settings including community locations where the individual lives, works, attends school, engages in services and/or socializes. Components of FPSS include the following:

- A. Outreach and Information: Empowering families to make informed decisions regarding the nature of supports for themselves and their child.
- B. Engagement, Bridging and Transition Support: Providing a bridge between families and service providers as well as supporting a productive and respectful partnership by assisting the families to express their strengths, needs, and goals.
- C. Self-Advocacy, Self-Efficacy and Empowerment: Coaching and modeling shared decision-making and skills that support collaboration, in addition to providing opportunities for families to self-advocate.
- D. Parenting for Resiliency: Supporting the efforts of families in caring for and strengthening their child(ren)'s mental health, physical health, development, and well-being.
- E. Community Connections and Natural Supports: Enhancing the quality of life by supporting the integration of families into their own communities.
- F. Advocacy Across Multiple Systems: Assisting parents through teaching or coaching to understand resources that may not be clearly identifiable, may not coordinate with other programs or funding sources, or may not be attuned to a particular family's needs.

In addition to the responsibilities listed above, individuals/agencies must also be willing to participate in any and all trainings related to FPSS. Individuals/agencies must also be willing to participate in any other grant-related activities including, but not limited to, collection of data, identification of goals, documentation/progress reports, community engagement/outreach/advocacy activities, supervision, participation in grant meetings/events, and so forth.

The grant funded contract will serve children statewide; therefore, each FPSS staff member is required to have a valid driver's license **and the ability to travel statewide and reliable transportation**. The typical work day will be variable with some night and weekend work required.

### **Bidder Qualifications**

- High school diploma or its equivalent (Bachelor's degree preferred).
- 18 years of age or older.
- Valid driver's license and reliable transportation.
- Certification as a Peer Support Specialist or willingness to become certified\*.
- Parent or other family member who serves/served as a caregiver of a child or youth who has received a mental health diagnosis and who has received mental health and/or substance abuse treatment and support services before the age of 18.
- Experience providing peer support and/or coordinating care for children and families who are receiving services across the continuum of behavioral health services.
- Knowledge and experience in utilizing a wraparound approach or other family-driven treatment approaches.
- An ability to effectively use one's own experience to support others who are experiencing challenges and who are navigating the mental and behavioral health system.
- Demonstration of leadership and advocacy skills.
- Excellent communication skills.

\*It should be noted for agency bidders that one or more staff members must have a certification as a Peer Support Specialist or must be willing to go through the process of becoming certified.

### **Evaluation Criteria**

- Possession of a high school diploma or equivalent [**Mandatory**] Preference may be given for an appropriate Bachelor's degree.
- Valid driver's license **and statement of reliable transportation** [**Mandatory**].
- Certification as a Peer Support Specialist **or willingness to become certified** [**Mandatory**].
- Individual bidder must be a parent or other family member who serves/served as a caregiver of a child or youth who has received a mental health diagnosis and who has received mental health and/or substance abuse treatment and support services before the age of 18. Agency bidders must demonstrate having worked with those who have been such caregivers. [**Mandatory**].
- Experience providing peer support and/or coordinating care for children and families who are receiving services across the continuum of behavioral health services as well as services from other child-serving systems [40%]. Preference will be given for knowledge/experience working with trauma and child welfare systems as well as with children and families from diverse backgrounds.
- Experience with wraparound or other family-driven treatment approaches [30%].
- An ability to effectively use one's own experience to support others who are experiencing challenges and who are navigating the mental and behavioral health system [20%].
- Demonstration of leadership and advocacy skills, knowledge of and experience with the System of Care framework, and reflection of excellent written communication skills [10%].

Feedback from references along with any experience DSCYF or other state agencies have with the bidder(s) will also be considered as the panel makes a recommendation for contract award.

## Overall Proposal Requirements

**(The following instructions apply regardless of the contract opportunity sought)**

**Please respond to the questions below.** A response to every question is required to complete the proposal, as is the attachment of required documents.

Please ensure that the bidder's name and the contracted service for which you are bidding are at the top of each page attached. Number the responses in accordance with the numbered questions below. Number the pages.

1. List previous work which you believe qualifies you to perform the work of the contract.
2. List your knowledge, training, and/or expertise that are relevant to the work of the contract as described in this RFP and the stated requirements listed above in the individual Service Summary.
3. List any educational degrees, professional credentials and/or licenses.
4. Provide names and contact information for three professional references who may be contacted for a reference who can attest to your ability to perform the work of the contract.
5. Include the following documentation:
  - a. Cover letter
  - b. Bidder Fact Sheet (**as page 1 of proposal**) (available in MS Word format where the RFP is posted)
  - c. Resume or vita outlining your education and experience
  - d. Responses to all questions above (1-4)
  - e. A copy of your valid driver's license
  - d. A copy of any required Delaware professional license
  - e. Signed Assurance Form (available in Appendix A)
  - f. Signed Certification, Representation, and Acknowledgements (available in Appendix A)
  - g. Completed "Hire Delaware" statistical form (available in MS Word format where the RFP is posted)
6. The bidder shall acknowledge the proposed compensation as stated in the RFP. No additional budget section of the proposal is required.

*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.*

## **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 it 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.

**XXIV. CONFIDENTIALITY**

The successful bidder agrees to be responsible for full, current, and detailed knowledge of and compliance with published Federal and State laws, regulations, and guidelines (e.g., Confidentiality, Health Insurance Portability and Accountability Act (HIPAA) of 1996, etc.) pertinent to discharging the CONTRACTOR's duties and responsibilities hereunder.

**BIDDER FACT SHEET**

**Place as Top Page of Proposal**

RFP Title: **CYF 19-06 System of Care (SOC) Expansion Implementation**

**Please indicate the contract opportunity being bid (submit a separate proposal for each):**

<input type="checkbox"/>	Statewide Project Director; I agree to maintain reliable transportation for the contract term and acknowledge the compensation range offered
<input type="checkbox"/>	Clinical Team Leader; I agree to maintain reliable transportation for the contract term and acknowledge the compensation range offered
<input type="checkbox"/>	Clinical Service Coordinators; I agree to maintain reliable transportation for the contract term and acknowledge the compensation range offered
<input type="checkbox"/>	Family Peer Support Services; I agree to maintain reliable transportation for the contract term and acknowledge the compensation range offered

<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:	_____
Address:	_____ _____ _____
Contact Person:	_____
Office Phone #:	_____
Cell Phone #:	_____
Email Address:	_____

COMPANY CLASSIFICATIONS:	Certification type(s)	Circle all that apply
Del. CERT. NO.: _____	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 FEIN: \_\_\_\_\_ 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 19-06 System of Care (SOC) Expansion Implementation

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.