



State of Delaware

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

RFP# CYF19-09

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

SERVICE COMPONENTS

Evidence Based Family Evaluations & Court Testimony

INFORMATIONAL BIDDERS CONFERENCE: NONE

PROPOSALS DUE: Thursday, May 2, 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 **by COB April 24, 2019** to ensure a response prior to proposal due date.

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

Thursday, May 2, 2019 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 **Thursday, May 2, 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#19-09
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#19-09
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

Service Overview

The State of Delaware’s Department of Services for Children, Youth & Their Families (DSCYF), Division of Family Services (DFS), is seeking proposals from qualified, experienced bidders to provide the following evaluations of families active with the Division of Family Services:

1. Forensic Psychological Evaluations
2. Clinical Psychological Evaluations
3. Psycho – Social Assessments
4. Caregiver/Child Assessments
5. Bonding Assessments

DSCYF will accept proposals from EITHER individuals or agencies and intends to award multiple contracts. Proposals can be for one (1) type or all types of evaluations. The proposal will need to be clear regarding which evaluations are included in the proposal.

The DFS Caseworker will consider the array of diagnostic services that will be considered once the caseworker has obtained as much information as possible about a child/family and still has unanswered questions about risk and the best treatment plan for the child/family. In order for DFS to provide the most beneficial services to families and to help caseworkers develop the most effective Family Service Plans and Permanency Plans, it is often necessary to obtain an accurate evaluation of the parent/caretaker to answer questions involving the following:

- Risk to self or others
- Presence of behavioral and/or mental disorders, diagnosis
- Psychological functioning and impact on ability to parent children
- Parenting barriers
- Stressors in the parent/child relationship that impact family success and warrant intervention
- Intellectual functioning
- Educational achievement
- Vocational readiness
- Ability to be self sufficient
- Caretaker’s parenting ability
- Overall functioning.
- The strengths and weaknesses in the child/caretaker relationship.
- The child’s ability to bond and what is needed to support bonding.
- The strength of the child/caregiver bond
- Risk of future harm
- Cultural factors that may adversely affect the family
- Family Stressors
- Family interaction patterns contributing to abuse and neglect
- Presence of domestic violence / risk
- Risk to reoffend (for perpetrators of sexual abuse)

The successful bidder will be required to periodically testify in court.

The anticipated service hours generally are daytime hours, but may occasionally require outside normal business hours due to a client's schedule. The successful bidders will send a monthly invoice for services completed during the month along with a report that includes clients evaluated, date of referral, date of completed evaluation, clients who did not show for appointments, and any other information that may be requested. Evaluations are considered complete when the written report and recommendations are sent to the DFS Caseworker.

Staff Credentials:

Whether an individual bidder or a bidding agency, to be eligible for contract award the bidder must propose staff who is/are a licensed mental health professional (psychologist, LMHPC, MSW, PhD) at the time of proposal submission.

Agency Bidder Accreditation:

To be eligible agencies must be accredited by a national accreditation body, such as JCAHO, COA, or CARF.

Location of Services:

Services are needed in all (3) three counties: NCC, Kent, and Sussex. Proposals will be accepted for a single county, two counties, or statewide.

General Terms:

Successful bidders are responsible for payment of all federal, state, or local taxes that may apply. The successful bidders must accept full payment by conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

It is anticipated that the initial contractual agreement with the successful bidders will begin as soon as negotiations are completed and extend through September 2020, with optional extensions pending satisfactory performance and continued needs for up to a five-year period.

A Delaware Business License is required of each independent contractor at the time of contract execution, but not at the time of proposal. Successful bidders must obtain and maintain a Delaware Business License for the period for the contract unless it is a documented non-profit agency. The successful bidder also must maintain insurance coverage for the term of the contract. The successful bidder is NOT a State of Delaware employee, but rather an independent contracted provider.

How to Respond to this RFP:

A complete response to this RFP is required for consideration by reviewers. Along with a cover letter, all items submitted with the proposal are described in the Proposal Content Requirements section found on page 10 of this RFP.

FOR ANY FORMER OR CURRENT STATE EMPLOYEE WHO IS INTERESTED IN COMPETING FOR THESE CONTRACTS:

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, also

contact Deborah Weaver, Esq (302-739-2399), attorney for the Delaware Public Integrity Commission. Ms. Weaver will assist such individuals in reviewing their situation, determining if a request to the Commission for advice is needed, and in drafting an appropriate letter to the Commission if necessary. Where 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 a 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 determination of the individual meeting the definition of 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) and a Child Abuse Registry check. 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 of offenses, how recent, record since the offenses, and responsibilities of the bidder. In addition, all bidders awarded a contract will be required to obtain certification from DSCYF as to whether the individual is named in the Central Register as the perpetrator of a report of child abuse.

Contract Service Summary and Requirements

FUNCTION:

The Mental Health Professional is responsible for providing assessment and evaluation services to adults and families open with the Division of Family Services. A DFS caseworker will provide a referral for services, social history, and questions they would like answered. The evaluator or agency will schedule to meet with the client to complete an interview and evaluation. The evaluator will submit a written report/evaluation to DFS. The evaluator may be requested to testify in court hearings. The evaluator may also provide consultation to DFS on cases to help form questions for the evaluation, determine if an evaluation is needed, and the type of evaluation needed. Occasionally, services may be court ordered.

The types of evaluations requested are:

1. Forensic Psychological Evaluations
2. Clinical Psychological Evaluations
3. Psycho – Social Assessments
4. Child/Caretaker Assessments
5. Bonding Assessments

Additional requirements may include:

- Provide court testimony when requested by the DFS caseworker or attorney.
- Consult with Caseworkers
- Care Coordination (scheduling, link with mental health provider, etc.)
- Consult with clients to review evaluation findings and conclusions

Clients:

All referral clients will be involved with the Division of Family Services. Referral clients for Forensic Psychological Evaluations, Clinical Psychological Evaluations, and Psycho-Social Assessments will generally be for adult parents. DFS Caseworkers should refer minor children/youth to the Division of Prevention and Behavioral Health for these evaluations/assessments. However, there may be a time where the referral client is a minor child/youth. For Child/Caretaker Assessments and Bonding Assessments it is expected that minor children/youth are included in the assessment process. Some referral parents have children removed from their care, while others continue to provide care for their children in their own home. Some referral children are in Foster Care or other out of home settings (relatives, non-relatives, group homes, treatment centers, etc.).

Objectives

1. Aid DFS in preventing abuse, neglect, or dependency from occurring or reoccurring by assessing the strengths, weaknesses, and needs of the child/family and strengthen family service planning.
2. Initiate early intervention services in the form of an evaluation that will enable the DFS Caseworker to:
 - a. More thoroughly assess the child/family needs and functioning
 - b. Develop a more effective service plan, thereby preventing placement or permitting timely reunification of family members
 - c. Understand the child's ability to bond and ways to strengthen bonding.
3. Clients have a more timely engagement in mental health treatment.

Description of Services

1. Forensic Psychological Evaluations – to assess the mental health status of a client/family and provide recommendations about the prognosis or capacity of the client and treatment.
2. Clinical Psychological Evaluation – to assess the mental health status of a client/family and to provide a clear and accurate diagnosis of the client in order to provide recommendations for treatment. This may or may not include testing to determine intellectual status, psychomotor development, emotional status, personality functioning, or achievement level.
3. Psycho-social Assessment – to determine the client’s need for further evaluation or treatment, to determine the interaction between family members, to determine the family’s ability to utilize treatment or type of treatment most beneficial to the family.
4. Caregiver/Child Assessment – to determine the caregiver’s strengths and weaknesses in parenting and make recommendations to strengthen parenting.
5. Bonding Assessment – Describe the attachment and bond between a child and caregiver and make recommendations. This could occur in the office or the community or home.

Court testimony is required when requested by the DFS Caseworker or attorney.

Successful bidders are expected to provide outreach to referred clients for initial appointment scheduling with its agency including providing follow-up reminders. If a client must cancel or rescheduled an appointment the bidder shall make every effort to fill that appointment time before charging DSCYF a “no show fee”. A rescheduled appointment will receive the same pre-appointment outreach as an initial referral receives.

A written report is required for each referral receiving services. The report will be submitted to the DFS Caseworker. The DFS Caseworker will provide the written report to the court and other parties in the case when court is involved.

Scope of Work

- Provide an evaluation or assessment as requested by DFS Caseworker
- Provide consultation to DFS Caseworker
- Follow up with DFS Caseworker regarding results and recommendations
- Follow up with client regarding results and recommendations
- Provide court testimony when requested
- Implement strategies to minimize “no show” appointments.

Knowledge of

- Providing court testimony
- Child Abuse, Neglect, Dependency
- Adult and Child Mental Health diagnostics and treatment
- State and Federal laws regulating mental health services
- Mental health services within Delaware
- Trauma Informed Care

Ability to

- Diagnose children, teens, and adults

- Assess adults and children involved in DFS services
- Write clear and concise reports of assessments/evaluations conducted
- Communicate effectively
- Engage clients
- Be child centered and family focused
- Be culturally competent

Education and Experience

- PhD level for a Forensic Evaluation
- Licensed Psychologist or higher for Psychological Evaluations
- LCSW or higher for Caregiver/Child and Bonding Assessments
- Master's Level Clinician or higher for Psychosocial Assessment
- Experience working with families involved with DFS.

Questions (a response to every question is required to complete the proposal)

1. Training and Experience to deliver services. Please include in your response:
 - A Curriculum Vita that includes type of experience used to obtain licensure (if agency indicate for existing staff or outline the minimum clinical requirements that will be used in hiring for this position.)
 - Demonstrated knowledge of and experience conducting and writing evaluation reports.
 - Include a copy of current license (if agency bidder provide for proposed staff)
 - Highlight experience in working with families involved with the Division of Family Services.
2. Experience in providing evidence based evaluations, assessing and diagnosing adults, children, and families related to parent/child/family functioning and writing reports. Please include in your response:
 - Demonstrated experience conducted the evaluation being bid
 - A redacted writing sample for **each** type of evaluation in the proposal
3. For **each** evaluation type in the proposal please response to the following questions:
 - How you define the purpose or goal of the evaluation
 - What information is needed in a referral to begin the evaluation process
 - What tools / instruments may be used in the evaluation
 - Identify key areas of focus in each type of evaluation
 - Discuss what types of questions can be answered and are there any exceptions (for example, are there any questions that cannot be addressed with this evaluation)
 - Discuss the process for evaluation from referral to report
4. Experience in providing Court Testimony. Some families involved with DFS are also court involved because the children are in DFS custody or someone has petitioned the court for guardianship, for example. Please include in your response:
 - Discuss your experience testifying in court
 - Include the type of testimony provided
 - Is there anything you are unable to testify about

- How do you apply questions asked in your evaluation to court testimony.
5. Experience in working with families exposed to and experiencing trauma. Please include in your response:
 - Define trauma
 - Outline what training you or your agency has had regarding trauma informed care.
 - Discuss how you consider trauma when completing the types of evaluations in the proposal.
 6. Strategies to reduce “no show fees”. Please include in your response:
 - Accessibility of the office or agency to clients
 - How you or your agency can assist in client participation
 - What you or your agency would need from DFS to assist in client participation
 - Agency efforts for appointment substitution with limited notice of a cancelation
 7. Experience being culturally competent. Please include in your response:
 - Discuss how you or your agency shows cultural competency
 - Outline what training you or your agency has had regarding cultural competency
 - Discuss how you consider culture when completing the types of evaluations proposal.
 - Are you able to evaluate a client who does not speak English or is hearing impaired and what would you need to conduct the evaluation?
 8. Experience of DSCYF or other state agencies working with the bidding agency/person

SPECIAL NOTE:

Preference will be given to an individual contractor or agency who has experience in working with families involved with the Division of Family Services and to individuals and agencies in Delaware. Please detail your experience. Additionally, feedback from references also will be considered.

Proposal Content Requirements

- a. Cover Letter
- b. Copy of resume or Vita outlining your education/experience as part of the proposal for individual bidders or agency proposed staff.
- c. List the evaluation types included in the proposal, name & credentials of the evaluator performing each type, hours of availability, counties proposed serving, and office location.
- d. Copy of current Professional License for each proposal evaluator.
- e. For Agencies **ONLY** a copy of the last accreditation review
- f. Response to all questions in the previous section.
- g. Copy of redacted evaluation for each evaluation type included in the proposal.
- h. 3 Professional References
- i. Bidder Fact Sheet found in Appendix A **AND** online with this RFP in MS Word for editing
- j. Signed “Assurances” document found in Appendix A
- k. Assurances Signed “Certifications, Representation, and Acknowledgements” document found in Appendix A
- l. Completed “Employing Delawareans Report” document found in Appendix A **AND** online with this RFP in MS Word for editing.
- m. Proposed Fee Schedule:
 - a. Each type of evaluation (per evaluation inclusive of scheduling support and pre/post discussion with DFS)
 - b. No Show Appointments (flat rate per event)
 - i. **Bidder must identify at what point (in hours) the no-show fee if applied (e.g. less than 24 hours notice and no available substitute appointment).**
 - c. Court Testimony (per hour)
 - d. General consultation with DSCYF worker(s) (per hour)
 - e. Supplemental Support (optional item) – Please identify any other creative supports you can offer and any associated costs
- n. **Professional References:** Provide the names and contact information for three (3) sources who may be contacted by DSCYF/DFS for a reference who can attest to your ability to perform the work of the contract, which you are completing.

Evaluation Criteria

1. Education and Licensure
 - Licensed staff [**Mandatory**]
 - PhD level for a Forensic Evaluation ONLY [**Mandatory**]
 - Licensed Psychologist or higher for Psychological Evaluations [**Mandatory**]
2. Demonstrated experience in providing each type of evidence based evaluation, assessing and diagnosing adults, children, and families related to parent/child/family functioning and writing reports. [30 points]
3. Demonstrated clear understanding of the evaluations included in the proposal, including the purpose of the evaluation, process, when to use the evaluation, etc.) [30 points]
4. Experience providing court testimony [30 points]
5. Demonstrated experience working with families exposed to and experiencing trauma including DFS involved families [20 points]
6. Organizational capacity and capability to meet the requirements and deliver services [20 points]
7. Reputation/Demonstrated ability and experience of DSCYF or other state agencies with the bidder [20 points]
8. Cost per service proposed [15 points]

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 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 **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.

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 19-09 Evidence Based Family Evaluations & Court Testimony**

Proposed County of Service (check all that apply):

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

CORPORATE INFORMATION		
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
	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.

Name of Organization's Authorized Administrator

Signature of Authorized Administrator

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 19-09 Evidence Based Family Evaluations & Court Testimony

Bidder Name:	
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EMPLOYING DELAWAREANS REPORT

As required by House Bill # 410 (Bond Bill) of the 146th 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.