



State of Delaware

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

RFP# CYF19-19

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

SERVICE COMPONENTS

**FAMILY ASSESSMENT AND INTERVENTION
RESPONSE (FAIR) - NEGLECT**

INFORMATIONAL BIDDERS CONFERENCE: NONE

PROPOSALS DUE: Wednesday, January 8, 2020 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 December 18, 2019** to ensure a response prior to proposal due date.

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

**Wednesday,
January 8,
2020
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 Wednesday, January 8, 2020 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#19-19
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#19-19
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.

FAMILY ASSESSMENT AND INTERVENTION RESPONSE (FAIR) NEGLECT REQUEST FOR PROPOSAL

The State of Delaware's Department of Services for Children, Youth & Their Families (DSCYF), Division of Family Services (DFS) is seeking proposals from one or more agencies to provide a preferably evidence-based *FAMILY ASSESSMENT AND INTERVENTION RESPONSE (FAIR) - NEGLECT* differential response track for families presenting neglect allegations. Bidders may bid to service one or more counties or statewide although statewide is preferred.

Introduction

The Department of Services for Children, Youth and Their Families (DSCYF) was statutorily created in July 1983 for the purpose of consolidating children's services within a single State agency to reduce fragmentation and duplication of services and to increase the accountability for delivery and administration of the services. The first agency transferred to the new Department was the Division of Child Protective Services, now known as the Division of Family Services (DFS).

DFS has two offices: (1) Office of Children's Services (OCS) and (2) Office of Child Care Licensing (OCCL). OCS is mandated to receive and investigate reports of child abuse, neglect, and dependency. Ensuring the safety of children is a priority. When necessary, appropriate treatment services are provided to change the behaviors and conditions which cause abuse and neglect and to promote the well-being of children. Services may include in-home services, placement, family reunification, or other permanency options including adoption, guardianship, and independent living. OCCL regulates in-home, out-of-home, residential, and group care facilities, conducts criminal background checks on potential providers, investigates concerns about child care centers, and provides training for providers. It is the goal of OCCL to ensure the health and safety of all children receiving child care services.

In addition to DFS, the following Divisions are also located within DSCYF: Division of Prevention and Behavioral Health Services, Division of Youth Rehabilitative Services, and the Division of Management Support Services. Overall, DSCYF is charged with providing services for abused, neglected, dependent, delinquent, mentally ill, and emotionally disturbed children and youth (29 Del.C. § 9001(b)).

RFP Background

The federal Child Abuse Prevention and Treatment Act (CAPTA) was enacted in 1974 and required states receiving CAPTA funds to adhere to specific requirements for the reporting and investigation of child abuse and neglect. In the decades since CAPTA became statute, child protective services has evolved and undergone rigorous studies. While it is clear that some families require a formal investigative response that may involve a multidisciplinary response, evidence-based research shows other families benefit more by utilizing an approach that is focused on family engagement, collaboration, and voluntary services. Typically, the latter families do not come to

the attention of child protective services due to serious child abuse or neglect allegations or reports that children are at risk of imminent harm. Consequently, in the 1990s, an approach developed called differential response. These services are also known as alternative response, dual track, multiple tracks, or multiple responses.

Both Federal and State statutes permit this approach. Section 106(a)(4) the CAPTA Reauthorization Act of 2010 added specific language to enhance the general child protective services system in this regard “by developing, improving, and implementing risk and safety assessment tools and protocols *including the use of differential response.*”

Title 16 § 901 of the *Delaware Code* requires “various agencies in Delaware’s child protection system to work together to ensure the safety of children who are the subject of reports of abuse or neglect by conducting coordinated multidisciplinary investigations where required, judicial proceedings and family assessments, and by providing necessary services.” Subsection 902 (13) describes Family Assessment and services as:

...a case management approach by the Division of Family Services that provides for a prompt assessment of a child and the child's family and the circumstances of the reported incident, including the known history of the child and/or the alleged perpetrator, when there has been a report to the Division that the child was a victim of abuse or neglect, or at risk of maltreatment by a person responsible for that child's care custody, or control. Family assessment and services shall be used in conjunction with the investigation approach defined in paragraph (19) of this section but may not supplant it in circumstances which require an investigation. The family assessment response shall focus on the integrity and preservation of the family and shall assess the status of the child and the family in terms of the risk of abuse and neglect and, if necessary, plan and provide for the provision of community-based services to reduce the risk and to otherwise support the family.

DFS implemented a dual track differential response system for screened in reports consisting of traditional investigations and a Family Assessment and Intervention Response (FAIR). Traditional investigation will continue to be provided by DFS investigation caseworkers. FAIR will be provided via contracted service provider(s) and by DFS FAIR caseworkers.

Differential Response Philosophical Approach

- All child maltreatment reports should not be treated the same. Circumstances and needs of families differ and so should the response.
- The response to reports should be flexible and proportional to the alleged maltreatment. Traditional investigation is frequently adversarial and alienates families, whereas family assessment focuses on engaging families.
- Investigation emphasizes fact finding while family assessment stresses the importance of understanding the family’s strengths and needs.
- Traditional investigation and family response both focus on the safety, well-being, and stability of care of the children.

	Assessment	Investigation
Focus	To understand the underlying conditions and factors that could jeopardize the child’s safety as well as areas of family functioning that need to be strengthened	To understand what happened to the child in the incident being reported, who was responsible, and what steps need to be taken to ensure the child’s safety
Type of Maltreatment	Generally targets low- to moderate-risk cases.	Under differential response, investigation is generally reserved for more serious reports that will likely involve court action and/or criminal charges. Without differential response, investigation is used for all reports.
Purpose	To <i>engage</i> parents, the extended family network and community partners, in a less adversarial approach. To recognize problems and participate in services and supports to address their needs.	To determine “findings” related to the allegations in the report is the key objective.
Substantiation	Reports of child abuse or neglect are not substantiated, and therefore perpetrators and victims are not identified.	A decision on <i>substantiation</i> of the allegations in the report is a key objective.
Central Registry	Alleged perpetrators’ names are not entered into a state’s central registry.	Perpetrators’ names, based on the findings, are entered into a state’s central registry.
Services	Voluntary services offered. If parents do not participate, the case is either closed or switched to another type of response.	If a case is opened for services, a case plan is generally written and services are provided. Families can be ordered by the court to participate in services if the Division of Family Services (DFS) involves the court in the case.
Areas of commonality	Child safety is paramount; and considered in every contact, case activity, and change of circumstance; All responses continue to include a goal of permanency for the family; Emphasis on community based services to meet family needs and reduce risk factors.	

Award Period and Expected Level of Funding

The award period will be three years contingent on the availability of funds, satisfactory performance, and needs of the agency. DSCYF reserves the right to extend for a total of two additional years. The expected level of funding for a State fiscal year (12 months) will be \$400,000. The contract(s) will be cost reimbursable initially with commitment to move to unit cost methodology. Cost reimbursable contracts are those with a negotiated budget for the year against which the contractor is authorized to invoice for specific expenses incurred while providing contract services. Bidders must consider all required costs when preparing the required DSCYF

Budget Form, Salary Detail and budget narrative. There is no template for the budget narrative. Bidders must submit a proposed budget as part of the proposal. The DSCYF Budget Form is available where this RFP is posted. DSCYF will not provide any dedicated space for this project.

The successful bidder must accept full payment by conventional check and/or other electronic means and/or procurement (credit) card at the State's option, without imposing any additional fees, costs or conditions.

Description of the Differential Response System: FAIR and Investigation Pathways

Target Population

The target population will be statewide families, with children ages 0 – 17, reported as the primary victims of child abuse, neglect, dependency or risk thereof. Although the targeted families will meet the criteria for screened in reports, the reported allegations will be low to moderate risk, and the presenting maltreatment type will be Neglect.

DFS is initiating a three-year staggered implementation to develop a differential response track for families presenting neglect allegations, with the goal of 200 families to be served in Year 1, 400 families to be served in Year 2, and 600 families to be served in Year 3. **It is estimated the distribution of families by county will be 50% in New Castle, 25% in both Kent and Sussex Counties in any given year. If a bidder bids for a county it must bid to serve the full estimate of families for the county.** In Year 1, the initial presenting maltreatment sub-type will be Neglect/Risk of Neglect, as defined in Delaware's Structured Decision Making[®] Policy and Procedures Manual:

Risk of neglect

Risk of neglect means that there are circumstances or conditions (e.g., substance abuse, mental health issues) that are likely to result in failure to meet the child's basic needs in the near future, and this failure can reasonably be expected to produce a substantial and demonstrably adverse impact on the child's safety, welfare, or well-being. Marking this item indicates that there are concerning behaviors by the caregiver that do not constitute neglect, but that indicate a trend or escalating pattern towards inability to meet the child's basic needs.

For example:

- Caregiver is extremely depressed;
- Caregiver has little interest in taking care of self and/or child;
- One partner's financial control (a form of domestic violence) is preventing the other from purchasing items needed for the basic care of the child; or

- The caregiver’s intellectual disability impairs their ability to provide adequate care, supervision, or protection for an infant/child.

As the differential response track develops and the provider gains competency and capacity, maltreatment types will be expanded to include additional categories of neglect, which may include but are not limited to:

- Neglect (without injury/illness)/Mental health care neglect
- Neglect (without injury/illness)/Abandonment/no caregiver available/lockout
- Neglect (without injury/illness)/Basic needs: food/clothing/shelter.

Service Goals

1. Preserve child and adolescent safety.
2. Improve child and family functioning through engagement in non-adversarial, voluntary interventions with the intent to eliminate maltreatment and prevent escalation of family problems that might require future entry into child welfare services.
3. Rebuild or strengthen family relationships or strengthen protective factors to prevent future entry into child welfare services.
4. Maintain family unity by preventing unnecessary out-of-home placement.

Service Components

The Family Assessment and Intervention Response (FAIR) of families with reported allegations of neglect/basic needs shall receive the following service components:

Assessment and Intervention

It is anticipated that two-thirds of the families will require Level I services during the initial assessment and intervention period (40 to 60 days). Up to one-third may require Level II services (both Levels are discussed below). All families will receive a Level I Family Assessment. The service provider is expected to build the capacity of the family to access and participate in needed services in the community.

1. Notification - Per CAPTA, during the initial contact (by phone or in person) the caregiver who is the subject of the reported allegations will be informed of the allegations. The reporter’s identity will not be divulged to anyone without dialogue first with the service provider. The service provider will explain what Family Assessment and Intervention Response (FAIR) is to the family and seek their willingness to engage with the agency on a voluntary basis. When a family refuses FAIR, the service provider will contact the Child Abuse Report Line (1.800.292.9582) and the family will receive a traditional investigation.
2. Structured Decision-Making (SDM®) Caregiver Safety Assessment – A SDM® Caregiver Safety Assessment will be conducted in the home for all children in the family. When the SDM® Caregiver Safety Assessment indicates the children cannot be made safe with an agreement and child removal is indicated, the service provider will contact the Report Line

immediately, and the family will be reassigned for a traditional investigation. DFS will purchase or provide training regarding the use of the SDM[®] Caregiver Safety Assessment tool. The service provider will utilize the Child Safety Agreement developed by DFS in conjunction with SDM implementation.

3. SDM[®] Risk Assessment – When the SDM[®] Caregiver Safety Assessment indicates the children are safe or safe with an agreement, the agency will conduct a SDM[®] Risk Assessment. When the results of the SDM[®] Risk Assessment indicate the children are at high or very high risk, the service provider will contact the Child Abuse Report Line, and the family will be reassigned for a traditional investigation. DFS will purchase or provide training regarding the use of the SDM[®] Risk Assessment tool. The service provider will utilize the Risk Assessment Narrative developed by DFS in conjunction with SDM[®] implementation.
4. SDM[®] Family Strengths and Needs Guide/Assessment – A SDM[®] Family Strengths and Needs Assessment, which includes a Strengths and Needs Assessment for children, will be conducted for all families. The service provider is expected to develop a plan with the family to address presenting concerns or challenges. The service provider will utilize the Family Service Plan developed by DFS in conjunction with SDM[®] implementation.
5. Child Well-Being - For all the children in the family, it is expected that the service provider will assess the following child well-being factors: physical health, dental health, mental health, and education. This requirement is consistent with federal Child and Family Service Review expectations.

Level I Intervention Services

Most families will require only Level I Intervention Service. This service array may include the following:

- 24/7 crisis assistance
- short-term crisis intervention
- individual counseling
- family mediation
- development of family agreements
- skill building around conflict resolution
- education and family advocacy services
- linkages with community-based services

New allegations of child abuse, neglect or dependency must be reported to the 24/7 Child Abuse Report Line at 1.800.292.9582.

Level II Intervention Services

Approximately one-third of the families are likely to require additional assessment and intervention services beyond the initial assessment and intervention period. A time-limited

extension (for example, thirty days) may be needed to achieve specific tasks or goals. The service provider should recommend an evidence-based practice model to be used.

Supervision

Supervision that is reflective and helps workers engage and maintain relationships with families is essential, in addition to task-focused, administrative supervision. Frequent scheduled and unscheduled conferences should be available. Supervision should be documented.

Other Service Requirements

- It is expected that the contractor will be available to receive reports from DFS 24/7.
- It is expected that the contractor will make face-to-face contact with the family within the established SDM[®] Priority Response times.
- Assessment services are expected to be provided primarily in the home, but based on the family's needs, intervention services may be provided in the home, at the service provider's office, by telephone contact, or in the community.
- It is expected that one worker will be assigned per family.
- It is expected that the contractor will develop a brochure, as well as a manual of policies and procedures specific to the program.

Required Outcome Measures

FAIR will be evaluated utilizing process and outcome data analysis. Baseline data performance and goals will be established after implementation of service.

Process Outcome Measures

1. Number of reports referred to the FAIR program
2. Timeliness of initial contact with child(ren) and family
2. Frequency of contacts per family
3. Number and percent of families that accept FAIR versus investigation
4. Number and percent of families that engage in services (FAIR worker and/or community)
5. Number and percent of assessments and screening tools completed
6. Number and percent of families receiving each service type (Level I and Level II)
7. Number and percent of cases transferred to DFS for reasons other than initial declination of services (e.g. safety and risk)

Outcome Performance Measures

1. Child safety – DFS will count the number of re-reports that require an investigation and a finding of maltreatment within 6 months and 12 months of FAIR closure
2. Child stability of care –DFS will count the number of children entering out-of-home placement within 6 months and 12 months of FAIR closure

3. Client satisfaction – With the consent of the parents/caregivers and child(ren), the service provider will survey them upon completion of FAIR service delivery in a manner that will be convenient to the family (e.g., electronically, by phone or mail with return postage) to determine the level of satisfaction with services provided by the service provider.

The bidder is invited to propose additional outcome measures.

Family Assessment and Intervention Response Personnel Qualifications

- Pursuant to 31 Del.C. Section 309, FAIR personnel of 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 the DSCYF, which will assess the information and make a determination of suitability based on the type of offenses, regency, record since the offenses, and responsibilities of the bidder.
- FAIR personnel will be required to attend SDM[®] and selected DFS Core training at no cost to the service provider.
- Supervisors for this program are required to have an MSW from an accredited institution and related human service work experience.
- Case managers for this program are required to have a Bachelor's degree from an accredited institution and related human service work experience

Minimum Requirements for Proposal Narrative

1. Describe in detail how the agency will fulfill all services described in the Description of Services being solicited. Also:
 - Describe your philosophy of service delivery
 - Provide an explanation for your practice model along with the plan for implementation.
 - Describe the timeframes for offering Level I initial assessment and intervention services versus Level II continuing assessment and intervention services.
 - Describe which screening tool or what criteria will be used to decide which youth and families receive which level of services, and describe what criteria will be used to extend services beyond the initial assessment and intervention period.
 - Explain the types of Level I and Level II intervention services that will be provided. Describe what evidence-based models will be used.
 - Describe your knowledge of community resources in Delaware and/or this region.
2. Identify the proposed service area on the Bidder Fact Sheet and, if not statewide, provide an explanation as to why you selected the specific service area. The bidder should acknowledge the estimated number of families in the area(s) the bidder proposes to serve both during the

Initial Assessment and Intervention Services period and for continuing Assessment and Intervention Services as described in the provided estimates by county above.

3. Describe the methods that will be used to obtain the desired outcome measures. What is your internal quality assurance process/plan?
4. Identify any specific case management software you would use to maintain program data.
5. Describe your ability to maintain FAIR client records to ensure confidentiality of reporter information and information about families reported to DFS ensuring compliance with DSCYF Policy #205 https://kids.delaware.gov/policies/policy_dscyf.shtml
6. Provide information about your agency's experience with this population and similar services that have been provided by your agency and relevant data or outcome measures.
7. Describe how your proposed FAIR staff meet the stated educational qualifications and required human service work experience. Individual salary requirements must be stated in the DSCYF Salary Detail. Also, the bidder should describe the required number of FAIR staff and the ratio of supervisors to workers. The plan for supervision should be included in the proposal.
8. Describe your administrative, fiscal, and supervisory/clinical infrastructure that will support the proposal and allow your agency to successfully sustain this program.
9. Describe your internal system of quality assurance to ensure effective service delivery and outcomes
10. Bidders are required to submit as part of its proposal a completed DSCYF Budget Form, Narrative, and Salary Detail Form:
 - The budget narrative should detail all assumptions made and calculations used to determine the costs included on the DSCYF Budget Form.
 - NOTE: Please include in the budget flexible funds for preventative services to support the adolescent or family of approximately \$1,000 per family served per year. This amount to be reflected in the available \$400,000 per 12-month period.

Criteria for Proposal Evaluation

Proposals will be reviewed based on the following criteria:

- | | |
|--|-------------|
| 1. Compliance with the requirements as stated in the RFP | (25 points) |
| 2. Proposed evidence-based service delivery/program methods | (25 points) |
| 3. Budget reasonableness, competitiveness, detail and completeness | (20 points) |
| 4. Proposal internal system of quality assurance | (10 points) |
| 5. Organizational capacity and capability to provide the required services | (10 points) |

6. Experience/demonstrated ability and reputation with DSCYF or other state agencies (10 points)

Proposal Content Requirements:

All proposals either individual bidder or agency bidder shall include the following documents:

- a. Cover Letter
- b. Bidder Fact Sheet (as page 1 of proposal) available in MS Word format for easy editing where this RFP is posted
- c. Responses to “Minimum Requirements for Proposal Narrative”
- d. A completed DSCYF Budget Form, Salary Detail and budget narrative describing assumptions made for budget calculations. There is no template for the budget narrative. This Budget Form and Salary Detail document are available in MS Excel format for easy editing where this RFP is posted
- e. Include proposed pay structure as part of the Completed DSCYF Salary Detail Form available in MS Excel format for easy editing where this RFP is posted
- f. Signed “Assurances” document found in Appendix A
- g. Signed “Certifications, Representation, and Acknowledgements” document found in Appendix A
- h. Completed “Employing Delawareans Report” document found in Appendix A and available in MS Word format for easy editing where this RFP is posted

Failure to submit all of the above information 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@Delaware.gov or 302-633-2701. Questions will be forwarded to the appropriate DSCYF program administrators. Updates and answers to substantive 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 cost;
 - 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.

PLEASE SIGN THIS AND SUBMIT WITH THE PROPOSAL

ASSURANCES

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

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 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