



DSCYF
Department of Services for
Children, Youth & Their Families

RFP#

CYF 20-09

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

SERVICE COMPONENTS

**Youth Independent Living Preparation Services
and Transitional Living Services**

INFORMATIONAL BIDDERS CONFERENCE: NONE

SUBMISSION DEADLINE: **Wednesday, February 10, 2021 by 2:00 pm local time**

The RFP schedule is as follows:

Submit questions to H. Ryan Bolles, DSCYF Procurement Administrator, at herbert.bolles@Delaware.gov
Questions received close to the deadline may not receive a response. The State of Delaware reserves the right to determine if there is enough time to answer submitted questions.

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

02/10/21
by 2:00 PM
local time For this RFP DSCYF will accept your proposal by email as described below. Please submit the **minimum** number of email attachments as possible keeping potential attachment size limitations. A single proposal attachment is preferred, but not mandatory.

Proposals must be received by email on **02/10/21** by 2:00 PM local time.

Emailed proposals arriving with a State of Delaware system date/time stamp after a 2:00 pm local time on the due date will not be accepted. DSCYF is not responsible for undelivered or delayed emails for any reason. If you experience any problem please reach out to Ryan Bolles at herbert.bolles@delaware.gov **as soon as possible**.

PROPOSAL DELIVERY: Please submit your agency's proposal to [DSCYF Bids Submission@delaware.gov](mailto:DSCYF_Bids_Submission@delaware.gov)
NOTE: the State of Delaware is not responsible for undelivered or delayed emails for any reason. **Submission email must have a date/time stamp when received by the State of Delaware in compliance with the stated due date/time.**

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.

Independent Living Services and Transitional Living Residential Services

SECTION I. PROGRAM OVERVIEW

Purpose

The Department of Services for Children, Youth and Their Families (DSCYF), Division of Family Services (DFS) is requesting proposals for the purpose of awarding funds to public or private agencies to provide Independent Living Preparation Services and Transitional Living Services to youth and young adults ages 16 to 21 who have been or are currently in the custody of DSCYF and in a foster care type setting placement of the Department or were adopted or went under guardianship at age 16 or older.

The Department recognizes that older youth in out-of-home care require focused, structured assistance to make the transition to living independently as adults. Independent living preparation services include, but are not limited to: guidance related to education and job seeking skills, job maintenance, housing, health, vocational training, transportation, money management, connection to community resources, recreation, consumer awareness, and more enhanced personal skills such as critical thinking, decision making, time management, goal setting, identifying personal support systems, communication skills, problem solving, and other social skills.

Background

DSCYF's mission is to, "Engage families and communities to promote the safety and well-being of children through prevention, intervention, treatment and rehabilitative services." The voice of DSCYF is "safe and healthy children, resilient families, strong communities." The core values of the Department include:

Safety

1. All children deserve to be free from abuse and neglect.
2. Evidence-based tools and evidence-informed practices are used to aid decision making and planning for child safety, but we recognize safety cannot always be ensured by rigid compliance; a decision that is contrary to an evidence based tool or practice is appropriate when it is necessary to ensure a child's safety.
3. We are committed to creating emotionally and physically safe environments for youth, families and staff.
4. We are committed to the rehabilitation of youth and will seek the least restrictive, but most effective, methods to accomplish rehabilitation while still maintaining public safety.

Compassion

1. Always seek to mitigate trauma and avoid re-traumatization by utilizing trauma informed practices.
2. Ask "what happened to you" instead of "what's wrong with you".
3. Recognize that all children want to be with their own families and we must empower parents to take responsibility for the care and safety of their children by making sure they have the support and resources they need.
4. Recognize that every contact with a family is an opportunity to make them stronger, healthier and more stable.
5. Acknowledge and appreciate those things that make every family unique.

Respect

1. Dignity and respect is shown to children and families in every interaction.
2. Make sure all people we serve can access what they need and are treated fairly.
3. Make families our partners in all decision making.
4. All children and families deserve prompt attention by skilled staff.
5. Serve our families where they are – in their homes, schools and communities.
6. Recognize that every contact with a family is an opportunity to make them stronger, healthier and more stable.

Collaboration

1. Plan for transitions and prepare children and families for each transition, including case transfers to new workers.
2. Minimize the number of placements and transitions.
3. Ensure communication between divisions for all multi-divisional youth.
4. Determine what would make a family more stable and connect with other divisions, agencies and providers to meet their needs.

Research indicates that adolescents continue to develop through their early 20's. Youth should be guided on how to be self-sufficient young adults in society. In order to assist, the Department is actively participating in preparing youth for this important step. Beyond providing a safe home, the Department also desires to provide guidance, training, both emotional and financial support, mentoring, and encouragement for youth who will soon establish themselves as independent adults. There is furthermore a requirement and need to support youth that have aged out of foster care. Such supports and services are critical to the successful transition to adulthood.

The Foster Care Independence Act of 1999 (H.R. 3443), passed by Congress, and signed into law by President Clinton offers important help to older youth transitioning from foster care. Title I of the Act established the John H. Chafee Foster Care Program for Successful Transition to Adulthood.

The Chafee Independence Program:

- provides for independent living activities
- offers financial assistance, including room and board, for youth ages 18 to 21
- emphasizes the importance of securing permanent families for young people in foster care
- expands the opportunity for states to offer Medicaid to older youth transitioning from care
- increases state accountability for outcomes for young people transitioning from foster care

Youth and young adults who have been or are currently in the custody, care or supervision of the Department, may often have limited access to independent living skills development. The federal government has recognized this as a problem, especially for children who exit the foster care system upon reaching the age of majority. Youth involved with the Department often have limited exposure to situations or support networks, which would otherwise allow them to attain the necessary skills to be better prepared to be independent at age 18. While research pertinent to adolescent brain development suggests that the brain does not fully develop until approximately age 26, there is further evidence that trauma further negatively impacts and delays brain development. Thus, services and supports to youth who have experienced foster care must be provided through a trauma informed lens in order to effectively meet the needs of such youth. It is also important that youth be authentically engaged for positive outcomes to be achieved. Authentic engagement involves partnering with youth in decision making, case planning, and service delivery. Youth participate in service delivery not only as students but as teachers as well, providing opportunities for creative experiences and mentorships. Youth are also given the opportunity to make decisions, gain leadership skills and have their ideas realized. Of utmost importance is the ability for youth to have their voices heard and treated as worthwhile in the decision-making process regarding their lives. This is known as Positive Youth Development (PYD), a technique for fostering youth voice and engagement focusing on positive outcomes by building on resilience. Youth need to be exposed to developmentally appropriate experiences to help support their growth.

The Department's goal is to provide youth with as many skills as possible to help them function as self-sufficient young adults. The Department serves hundreds of children over the age of 16 each year either in their own homes or in some type of out-of-home placement. Out of home placements may include a variety of settings including foster homes, relative placement, group care, and residential treatment centers. The goal of the Department is to effectively serve all the children who qualify for independent living services.

Significant strides have been made to enhance the service and housing array for eligible youth. Delaware became a co-investment site of the Jim Casey Youth Opportunities Initiative in 2011. The Delaware Youth Opportunities Initiative (DYOI) was a key partner in the Department's efforts to enhance services to eligible youth. While no longer active, DYOI was pivotal in policy and advocacy and their accomplishments are explicit in the passing of HB 163 (Ready By 21). The purpose of the law is to enhance the independent living services to youth eligible under the

Chafee Act. This law also includes financial supports to youth who have “aged out” of foster care through monthly stipends. The stipends are called *Achieving Self Sufficiency and Independence through Supported Transition* (ASSIST). The Department is interested in coordinating and collaborating with agencies and communities in order to develop independent living and transitional living programming that is developmentally appropriate, responsive, well managed, and integrated for young adults.

Availability of Funds

The Department receives federal funding under Title IV-E of the Social Security Act to provide independent living supportive services to eligible youth. The funds must be used to assist youth in attaining independent living status, not simply to supplement foster care maintenance efforts. Additionally, state General Fund allocations are available to complement and enhance services for eligible youth. It is the Department’s intention that independent living services and transitional living housing will be available to youth and young adults throughout the state. However, the Department recognizes that some agencies are unable to provide both services to such a large geographical area. Therefore, the Department will accept proposals, which offer either service (independent living or transitional housing) or a combination of both in specific counties as well as statewide. DSCYF reserves the right to award contracts to multiple agencies.

Funding will be awarded through the Department’s Division of Family Services. Funding under this RFP is comprised of both state and federal funding totaling approximately \$2.4 million statewide per contract year. Approximately \$900,000 is available for services and transitional housing. Approximately \$1.5 million of the total amount is designated for monthly ASSIST stipends to youth ages 18-21 who have transitioned from foster care or who remain in care on a board extension. This also includes youth in Transitional Living settings. The purpose of the ASSIST is to provide financial support to youth that have aged out of foster care relative to their living expenses and in accordance to their needs. For youth on a board extension the ASSIST stipend cannot be used to cover costs that are already addressed under a foster care board extension payment. Youth on a board extension are still eligible for the stipend yet since the majority of their expenses are covered through the board payment, they generally have a minimal need and their stipend is provided in accordance with the calculated (budget worksheet) financial need. The successful bidders are responsible for the disbursement and management of the ASSIST stipend. The ASSIST stipends are based upon the youths’ financial need as outlined in a budget worksheet may vary based upon changes in income and expense. The budget worksheet will be provided to all successful bidders. Unit hour based contracts are based upon the submission of monthly invoices which outline the number of service hours per youth or administrative services rendered per hour. ASSIST stipends are reimbursed based upon the amount documented in the Department case management system (FOCUS) as having been provided to the youth. DSCYF will compensate successful bidders based upon all “Unit Costs” specified in the resulting contract for each unit of services provided. **However, for bidding purposes, for each unit cost proposed bidders must submit as part of their proposal in response to this RFP a completed 12-month DSCYF Budget Form supported by a Budget Narrative describing each assumption and calculation and a DSCYF Salary Schedule. The bidder may choose the format for the Budget Narrative, but it must be clear and easy to connect to the Budget Form.** The budget documents shall support all proposed unit costs as part of the bidder’s proposal. The two DSCYF forms are available in a single MS Excel workbook where this RFP is posted www.bids.delaware.gov. Proposed budgets must not be used to cover capital expenditures and startup costs.

Awarded contract value will vary depending on program models listed below and proposed number of youths served:
Independent Living Services Only
Independent Living Services and Transitional Living Housing

Period of Support

The Department anticipates entering into a minimum agreement of 5 years. The initial contract offered to any successful bidders will be for one or more years beginning July 1, 2021. Subsequent contract terms will be for one or more yearly periods pending successful contractor performance and availability of funds. The successful bidders must accept full payment by conventional check and/or other electronic means and/or procurement (credit) card at the State’s option, without imposing any additional fees, costs, or conditions.

SECTION II. PROGRAM DESCRIPTION

Goal

To prepare and assist youth in foster care to make the transition from foster care to independence. Services are designed to promote self-sufficiency and responsible living for young adults. In addition, services are to help youth reach and maintain their maximum potential and live in a safe and healthy environment.

Target Population

Independent Living: Youth and young adults ages 16 –21 who are currently in foster care, or who have exited foster care due by achieving permanency via guardianship or adoption at age 16 or older, or those youth that have aged out of care are eligible for services. In addition, those youth who are utilizing federally funded housing vouchers will be supported to no more than 22 years of age. In FY20, the average number of youth in a foster care placement setting eligible to receive IL services under the Chafee grant was about 200 youth statewide. On average in FY20, 239 youth were between the ages of 16 and 21 and were eligible for IL services statewide. The projected average number of youth who will need to IL services on a monthly basis in each county are the following: New Castle County 140, Kent County 80, and Sussex County 55.

Transitional Living: Youth otherwise eligible for IL services are also eligible for transitional living. This includes youth who have aged out of foster care at 18 or exited foster care at 16 or 17 years old to guardianship or adoption. The projected average number of youth who will need Transitional Housing on a monthly basis in each county are the following: New Castle County-(30 beds), Kent County-(8 beds), and Sussex County-(4 beds). Note that given their adult status, participants may elect to move from a transitional living setting at any point during their eligibility time frame. There is no required length of stay time frame.

Services Requested

Youth who have experienced adverse childhood experiences have learned to be reactive; some may have needed to act reflexively before thinking, to take an offensive stance rather than leave themselves vulnerable while others may have learned to dissociate themselves from the adverse childhood experiences when they were powerless to make any changes. Since there is no way of knowing who has suffered trauma, supportive staff must consistently practice trauma-informed care. Services provided to youth will follow trauma-informed care models that the Department recommends. The Department expects that potential bidders address the importance of supporting youths' well-being by making referrals for mental health interventions as appropriate.

The Department is issuing this Request for Proposal for the provision of an Independent Living Service and Transitional Living Program. The purpose of the Program is: a) to provide independent living preparation services; b) to provide transitional housing and support services; and c) to provide coordination services that enable youth to self-sufficiently function within society. Based upon the services being proposed by the bidder the proposal must describe in detail how the contractor will be able to address the following service needs for eligible youth and indicate on the **Bidder Fact Sheet** (available where this RFP is posted) the proposed "unit cost" for each as indicated below:

Independent Living Case Management Services: (propose an hourly unit cost):

- (1) Enable youth to obtain a high school diploma or its equivalent and then to take part in appropriate vocational training or college education;
- (2) Provide training (both instructional and experiential) in daily living skills, budgeting, locating and maintaining housing in the community, career planning, consumer skills, parenting, healthy relationship, health care, access to community resources, transportation, job readiness and employment. Independent living providers are expected to attempt to meet with youth at least monthly. Bidders should submit proposals that describe the planned service delivery which is evidenced based and achievable given the bidder agency's capacity;
- (3) Provide for mentoring, individual and group counseling as needed;

- (4) Integrate and coordinate community and public services as needed;
- (5) Coordinate case planning with the Division of Family Services and other partnering agencies to avoid duplication and conflicts;
- (6) Provide youth with other services and assistance designed to improve their transition to independence;
- (7) Cultivate involvement of biological parents and appropriate relatives, mentors, and foster parents in the development of the youths' independent living skills;
- (8) Promote and support youth involvement in age appropriate activities and build on youths' resilience skills;
- (9) Enable youth to effectively manage monetary stipends and scholarships;
- (10) Collaborate with community partners (i.e. foster family providers, schools, other divisions of DSCYF, etc.);
- (11) Encourage, support and promote youth voice by engaging in Youth Advisory Council (YAC) meetings and activities, and developing YAC officer leadership skills. Staff will be responsible for supporting the elected YAC officers throughout their elected year by helping them facilitate the YAC meetings, develop monthly agendas and overall ensuring they are fulfilling their officer position.

Transitional Housing and Case Management Services: (propose a Transitional Housing daily rate and a separate Case Management daily rate):

- (1) Transitional housing case management includes all the above identified Independent Living case management services. Youth should receive supports which will prepare them to live independently and the time frame to accomplish this will be determined via a service plan;
- (2) The physical composition of the transitional living setting is not prescribed by DFS. Bidders should submit proposals that outline evidenced based practice transitional living programming that will best meet the needs of youth that have aged out of foster care and describe programming within the capacity of the bidder agency;
- (3) Providing physical housing location(s) operated by the successful bidder for participants in a safe environment that offer access to public transportation;

Administrative Services: (propose an hourly unit cost):

- (1) Effective disbursement and management of the maintenance of ASSIST stipends to youth (no more than 30 minutes per youth per month);
- (2) Report writing adhering to federal reporting requirements (i.e. independent living services and outcome reporting, National Youth in Transitions Database, etc.),
- (3) For applicable young adults, the successful bidder will participate in Extended Jurisdiction (EJ) activities. This include writing an EJ report for the court, communicating with the youths' Child Attorney, the Department's Deputy Attorneys General and attending EJ review hearings as a witness testifying on the IL services provided to youth.
- (4) Meeting participation related to the Independent Living Program such as YAC meetings, provider/DFS program meetings, meetings with partnered agencies, facilitating Stairway to Encourage Persons Success (STEPS) meetings, Destined for Greatness;
- (5) Daniel Certificate expense
- (6) Tolls and/or parking fees;
- (7) Interview of potential residential client;
- (8) Trainings required by the DFS IL Program Manager for program staff.

Program Evaluation

Ongoing program evaluation is critical to the success of independent living services and transitional living programs in identifying positive outcomes for youth.

Bidders must include description of an evaluation methodology which includes:

- A plan for evaluating the agency's effectiveness in preparing youth to live independently as responsible adults
- Strategies for evaluating objectives of the services provided
- Strategies for assessing the youth's satisfaction with program service
- Strategies for improving overall program service as identified in the internal evaluation

SECTION III. DOCUMENTATION AND CONTRACT MONITORING

Required Records and Reporting

The successful bidders will submit bi-annual narrative reports to DFS by July 1st and January 1st of each year that must include how the successful bidder is meeting program participation requirements, the number of youth participating in a post-secondary educational program, and how the Successful bidder:

- Ensures youth are completing the Ansell-Casey Life Skills assessment
- Ensures that each youth is reviewing their IL Case Plan at least every 6-months
- Supports youth with achieving their academic goals
- Provides youth with vocational training
- Develops youths' budgeting and money management skills
- Ensures youth are not homeless
- Connects youth with community resources
- Assists youth with learning about health, family planning and well-being
- Connects youth to supportive adults to be role models or mentors

Successful bidders will maintain case records with all service activity and supervision notes directly in the Department's child welfare information system entitled, For Our Children's Ultimate Success (FOCUS). Successful bidders will use documentation standards as set by the Department. Hard case files will also be maintained by the Successful bidders that will include at least (and when applicable) the signed youths' ASSIST documents, exit survey, and Ansell-Casey Life Skills assessment. Each youth over 18 years of age will sign a consent form agreeing to services which will also be stored in the youths' hard file. All records will be maintained for at least six years.

Mandatory Reporting

The successful bidders will comply with the state's law for mandatory reporting of child abuse and/or neglect.

Compliance with Division Procedures

Successful bidders agree to comply with the applicable policies and procedures prescribed in the Division of Family Services' Policy Manual and Department Policy Manual and with the standards of the Department of Services for Children, Youth and Their Families.

Monitoring

Successful bidders will be responsible for internal review and monitoring of the program. In addition, the successful bidders will cooperate with monitoring and evaluation procedures required by the Division of Family Services. Monitoring format and content are already developed and will be shared with the successful bidders prior to actual monitoring activities. The ILP Manager will share monitoring format and content.

Given that a portion of the funding for this contract is through federal funds, cooperation with the program manager is necessary to meet federal reporting requirements.

Criminal Background Check

Pursuant to 31 Del. Code section 309, staff, volunteers, and all representatives of successful bidders resulting from this RFP are required to pass a criminal background check (state and federal) conducted by Delaware State Police once instructed to do so by DSCYF. **Third party backgrounds are not acceptable.**

Delaware State Police will forward all information required by Delaware Code to DSCYF which will assess the information and make a determination of suitability based on the type of offenses, recency, 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.

Approved Program Outcome Measures

The Department requires that each direct service contract contain outcome performance measures. The outcome measures are the expected achievements. Reports on these outcomes will be expected from the successful bidders once services begin. Outcomes and measures are fixed. Bidders are not being asked to propose any target numbers now, though proposals should include ideas addressing the following:

Outcome 1: 95% of youth will complete an Ansell-Casey Life Skills Assessment

Measure 1.1: What percentage of youth completed the needs assessment?

Outcome 2: 95% of youth will have an IL Case Plan

Measure 2.1: What percentage of youth established their goals and developed their IL Case Plan?

Outcome 3: 95% of youth will be assisted in with achieving their educational goals through academic support and post-secondary educational assistance

Measure 3.1: What percentage of youth obtained a high school diploma or GED certificate upon their exit from care?

Measure 3.2: What percentage were enrolled in a college, university or vocational program?

Outcome 4: 95% of youth will be assisted with their employment goals through career preparation and vocational training

Measure 4.1: What percentage of youth are employed full-time?

Measure 4.2: What percentage of youth are employed part-time?

Outcome 5: 95% of the youth will be educated on financial management and develop effective budgeting skills

Measure 5.1: What percentage of youth effectively budgeted their money independently as they exited the IL program at 21 years of age?

Outcome 6: 95% of youth will be assisted in achieving their housing goals and create appropriate home management skills

Measure 6.1: What percentage of youth engage in developing appropriate daily living skills?

Measure 6.2: What percentage of youth are housed in a unit where they are paying rent to a landlord such as a friend, family member, host parent or other community member?

Outcome 7: 95% of youth will be educated on how to access community resources to successfully network with support services to meet their needs to maintain independence

Measure 7.1: What percentage of youth are capable, aware and take advantage of the different community supports that are available to assist them with growing and maintaining self-sufficiency?

Outcome 8: 95% of youth will receive health education including risk prevention

Measure 8.1: What percentage of youth are fully aware of their health needs and understand preventative care options?

Outcome 9: 95% of youth will receive family planning guidance

Measure 9.1: What percentage of youth developed an understanding of their different options available to them for family planning?

Outcome 10: 95% of youth will be connected to a supportive adult as a role model or mentor

Measure 10.1: What percentage of youth are connected to a positive adult that is not supported through incentives?

Outcome 11: 100% of participants will not be abused or neglected by an Independent Living Provider as measured by the number of substantiated institutional abuse reports

Measure 11.1: What percentage of the number of substantiated institutional abuse reports were made?

Outcome 12: 90% of young adults will successfully complete the transitional living program.

Measure 12.1: What percentage demonstrated understanding of renting living space and landlord/tenant responsibilities?

Measure 12.2: What percentage had an established savings account?

Measure 12.3: What percentage successfully networked with other support services in the community to meet their needs to maintain independence?

Measure 12.4: What percentage improved their basic home management skills, including shopping, cleaning, food management and purchasing home furnishing?

Bidder's must agree to work with the Department ILP Manager to establish and align with Department goals and any alternative outcome performance measures that may be appropriate for individual contracts.

Required Proposal Content

Bidders responding to this Request for Proposals must provide enough information to address all proposal requirements described in this RFP as well as the required forms/documentation listed in the RFP and/or forms provided in Appendix A.

Bidders must complete, include or provide all the following items:

1. Completed Bidder Fact Sheet (as TOP page of your proposal) available online with this RFP in MS Word for easy editing
2. Written narrative describing how the bidding agency has the capacity to provide services
3. Written narrative describing the program model(s) the bidder would use to provide the described services and meet the required outcomes as described in the RFP.
4. Written narrative of proposed Program Evaluation
5. Written narrative of the bidder's experience serving the target population
6. Proposed unit cost for each service the bidder bids to provide including the following:
 - a. **For each** proposed unit cost please provide a supportive 12-month DSCYF Budget workbooks available online with this RFP in MS Excel for easy editing and a Budget Narrative describing all assumptions and calculations for each expense item.
7. Signed "Assurances" document found in Appendix A
8. Signed "Certifications, Representation, and Acknowledgements" document found in Appendix A
9. Completed "Employing Delawareans Report" available online with this RFP in MS Word for easy editing

Proposal Evaluation Criteria and Potential Point per Reviewer

1. **Compliance with requirements as stated in the RFP (maximum 30 points)**
 - a. Are the objectives stated clearly? Are they specific, measurable, and feasible?
 - b. Do the objectives support and enhance the goals and objectives established by the Department?

2. **Organizational capacity and capability to meet requirements to provide service described (ie. Staffing, financial condition, etc) (maximum of 10 points)**
 - a. Does the bidder organization and/or sponsoring agency have the capacity to carry out the project described?
 - b. Does the bidder organization and/or sponsoring agency have reputable experience necessary to carry out the project described?

3. **Service Delivery/Program Methods (maximum of 15 points)**
 - a. Are the mechanisms described for providing service timely and consistent with a conscientious delivery of service?
 - b. Does the proposal clearly describe the nature of the service and how, where, and by whom it will be delivered?
 - c. Can the methods described for delivering the service support the achievement of the Department and agency objectives as stated?
 - d. Are the time frames given for accomplishment realistic?

4. **Service Delivery/Program Monitoring and Evaluation (maximum of 10 points)**
 - a. Does the proposal contain adequate procedures for assessing the effectiveness of the project?
 - b. Does the proposal adequately describe the agency's procedures for monitoring service? Is it clear how the agency will document receipt of the services by the target population?
 - c. Does the data presented demonstrate the quality and effectiveness of the service?
 - d. Does the agency require any form of regular internal or peer review of cases (when applicable)?

5. **Experience/Demonstrated Ability and Reputation (maximum of 10 points)**
 - a. History of the organization with DSCYF and/or other government agencies (e.g. accessibility, responsiveness, and effectiveness).

6. **Proposed Costs (maximum of 25 points)**
 - a. Are the proposed unit cost(s) (and supporting 12- month budget) reasonable and competitive compared to the open-market and other proposals?
 - b. Can the unit costs(s) and 12-month budget allow accomplishment of the program objectives?
 - c. Did the bidder submit the required Department formatted Budget Form and Salary Detail and a Budget Narrative?
 - d. Has the bidder clearly explained the cost of the budget items?
 - e. Has the bidder secured matching funds (*in-kind or cash assistance*) to support the project?

APPENDIX A – Bidder Forms and Instructions

Additional Submission Instructions

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

I. FORMAT

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 review panel.

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. §§ 6982(b). 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. § 6981 to award a contract to the successful firm or firms 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.
 - SUPPLEMENTAL SOLICITATION: Advertise a supplemental solicitation during the term of resulting contracts from this RFP if deemed in the best interest of the State.

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.

As a part of the resulting contract requirements, the contractor must obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the minimum coverage limits specified below with a carrier satisfactory to the State. All contractors must carry the following coverage depending on the type of service or product being delivered.

- a. Worker's Compensation and Employer's Liability Insurance in accordance with applicable law.
- b. Commercial General Liability - \$1,000,000 per occurrence/\$3,000,000 per aggregate.
- c. Automotive Liability Insurance covering all automotive units used in the work (including all units leased from and/or provided by the State to Vendor pursuant to this Agreement as well as all units used by Vendor, regardless of the identity of the registered owner, used by Vendor for completing the Work required by this Agreement to include but not limited to transporting Delaware clients or staff), providing coverage on a primary non-contributory basis with limits of not less than:
 - 1. \$1,000,000 combined single limit each accident, for bodily injury;
 - 2. \$250,000 for property damage to others;
 - 3. \$25,000 per person per accident Uninsured/Underinsured Motorists coverage;
 - 4. \$25,000 per person, \$300,000 per accident Personal Injury Protection (PIP) benefits as provided for in 21 Del. C. §2118; and
 - 5. Comprehensive coverage for all leased vehicles, which shall cover the replacement cost of the vehicle in the event of collision, damage or other loss.

The successful vendor must carry at least one of the following depending on the scope of work being performed.

- a. Medical/Professional Liability - \$1,000,000 per occurrence/\$3,000,000 per aggregate
- b. Miscellaneous Errors and Omissions - \$1,000,000 per occurrence/\$3,000,000 per aggregate
- c. Product Liability - \$1,000,000 per occurrence/\$3,000,000 aggregate

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

Before any work is done pursuant to this Agreement, the Certificate of Insurance and/or copies of the insurance policies, referencing the contract number stated herein, shall be filed with the State. The certificate holder is as follows:

Department of Services for Children, Youth & Their Families
 Attn: Contracts Unit
 Contract No: CYF 20-09
 State of Delaware
 1825 Faulkland Road
 Wilmington, Delaware 19805

Nothing contained herein shall restrict or limit the Bidder's right to procure insurance coverage in amounts higher than those required by this Agreement. To the extent that the Bidder procures insurance coverage in amounts higher than the amounts required by this RFP, all said additionally procured coverages will be applicable to any loss or claim and shall replace the insurance obligations contained herein.

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 bidder agrees that it will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The successful bidder 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.

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