



Charles Smith, Executive Commissioner

**Request for Proposals (RFP)
for
*Community Youth Development (CYD)***

RFP No. 530-17-0002

Date of Release: 7/8/2016

CPA Class/Item Codes:

952-17

952-21

952-59

952-83

952-85

952-95

924-05

924-18

924-76

Table of Contents

1. General Information	5
1.1. Scope	5
1.2. HHSC Point of Contact	5
1.3. Procurement Schedule	5
1.4. Mission Statement	6
1.5. Mission Objectives	6
1.6. Background	7
1.6.1 Overview of the Health and Human Services Commission	7
1.7. Project Overview	7
1.8. Strategic Elements	8
1.8.1. Contract Type and Term	8
1.8.2. Contract Elements	8
1.8.3. Data Use Agreement (DUA)	8
1.8.4. HHSC's Basic Philosophy: Contracting for Results	8
1.9. External Factors	9
1.10. Legal and Regulatory Constraints	9
1.10.1. Delegation of Authority	9
1.10.2. Conflicts of Interest	9
1.10.3. Former Employees of a State Agency	10
1.11. HHSC Amendments and Announcements Regarding this RFP	10
1.12. RFP Cancellation/Partial Award/Non-Award	10
1.13. Right to Reject Proposals or Portions of Proposals	10
1.14. Costs Incurred	10
1.15. Protest Procedures	11
1.15 Interpretive Conventions	11
2. Mission Results/Scope of Work	12
2.1. Project Scope	12
2.2. Eligible Population	12
2.4. Services Areas	14
2.5. Implementation – Requirements	16
2.5.1. Community Strengths and Needs Assessment (CSNA)	16
2.5.2. Community Collaboration Committee	17
2.5.3. Procurement Implementation for Local CYD Program Services	18
2.5.4. CYD Program Services - Minimum Implementation	19
2.6. Core CYD Program Services	21
2.6.1. Additional CYD Program Services	23
2.7. Contractor Requirements	24
2.7.1. CYD Contract - Program/Fiscal Management	24
2.7.2. CYD Contract – Program/Administrative/Fiscal Monitoring	25
2.7.3. Additional Program Requirements	26
2.7.4. Required Reports	28
2.7.5. Minimum Staffing Qualifications	29
2.7.6. Minimum Organizational Qualifications	29
2.7.7. Minimum Organizational Training	30
2.8. Minimum Insurance/Bond Standards	31

2.8.1.	Minimum Insurance/Bond Requirements	31
2.9.	Service Authorization and Referral	32
2.10.	DFPS Prevention and Early Intervention Services (PEIS) Database	33
2.11.	Case Records Management – Tracking Referrals	33
2.12.	Documentation	33
2.12.1.	DFPS Client Form Files	34
2.13.	Cost Proposal – Budget Forms	34
2.13.1.	Administrative Overhead Costs	34
2.13.2.	Cost Allocation Plan.....	35
2.13.3.	CYD Guidelines for Allowable Food Costs.....	35
2.14.	Compensation.....	35
2.14.1.	Funding.....	35
2.15.	Performance Measures.....	35
2.16.	Participation and Cooperation with Evaluation Agencies	37
3.	General Instructions and Proposal Requirements.....	38
3.1.	Vendor Conference	38
3.2.	Questions and Comments.....	38
3.3.	Modification or Withdrawal of Proposal	39
3.4.	Multiple Responses.....	39
3.5.	No Joint Proposals.....	39
3.6.	Use of Subcontractors	39
3.7.	Texas Public Information Act	39
3.7.1.	General Requirement for the Release of Proposals	39
3.7.2.	Publication of Major Contracts	40
3.8.	Instructions for Submitting Proposals.....	40
3.8.1.	Number of Copies	40
3.8.2.	Submission	40
3.8.3.	Additional Requirements.....	41
3.9.	Format and Content	41
3.9.1.	Part 1 – Business Proposal.....	41
3.9.2.	Part 2 – Cost Proposal.....	45
3.9.3.	Additional Budget Specific Information	46
3.10.	News Releases	47
3.11.	Incomplete Proposals	47
3.12.	State Use of Ideas	47
3.13.	Property of HHSC	48
3.14.	Copyright Restriction.....	48
3.14.1.	INDEMNITY.....	48
3.15.	Additional Information	49
4.	Historically Underutilized Business Participation	50
4.1.	Introduction	50
4.2.	HHSC’s Administrative Rules.....	50
4.3.	Statewide Annual HUB Utilization Goal	50
4.4.	Required HUB Subcontracting Plan.....	51
4.5.	CPA Centralized Master Bidders List.....	51
4.5.1.	National Institute of Governmental Purchasing (NGIP) Class/Item Code(s):	

4.6.	HUB Subcontracting Procedures – If a Respondent Intends to Subcontract .	52
4.6.1.	Identify Subcontracting Areas and Divide Them into Reasonable Lots ...	52
4.6.2.	Notify Potential HUB Subcontractors	52
4.6.3.	Written Justification of the Selection Process	54
4.7.	Method 5: Respondent Does Not Intend to Subcontract.....	54
4.8.	Post-award HSP Requirements	55
5.	Proposal Evaluation.....	57
5.1.	Evaluation Criteria.....	57
5.2.	Initial Compliance Screening.....	57
5.3.	Competitive Range Determinations	57
5.4.	Oral Presentations and Site Visits.....	58
5.5.	Best and Final Offers	58
5.6.	Discussions with Respondents	58
6.	RFP Attachments	59
	Attachment A – Parent Involvement Resources	60
	Attachment C – Search Institute - 40 Developmental Assets	62
	Attachment D - CYD Guidelines for Allowable Food Costs.....	63
	Attachment E - Budget for Purchase of Service Contracts, (Form 2030PEI).....	65
	Attachment F - SERVICES AND PERFORMANCE MEASURES CHART	66
	Attachment G - Internal Controls Questionnaire (ICSQ).....	68

1. General Information

1.1. Scope

The Texas Health and Human Services Commission (HHSC), on behalf of the Department of Family Protective Services (DFPS), seeks to procure services in proposed service areas (ZIP code areas) to prevent juvenile delinquency and promote positive youth development by funding local programs that will reduce referrals to juvenile probation and increase protective factors in participating youth in accordance with the specifications contained in this Request for Proposals ("RFP").

1.2. HHSC Point of Contact

The sole point of contact for inquiries concerning this RFP is:

Laura Steadman, C.P.M. , CTPM
Texas Health and Human Services Commission (HHSC)
Procurement and Contracting Services (PCS)
1100 W. 49TH Street
Mail Code: 2020
Austin, Texas 78756
Email: laura.steadman@hhsc.state.tx.us
Phone: 512.406.2546

All communications relating to this RFP must be directed to the HHSC contact person named above. All communications between respondents and other HHSC staff members concerning this RFP are strictly prohibited. **Failure to comply with these requirements may result in proposal disqualification.**

1.3. Procurement Schedule

The following table documents the critical pre-award events for the procurement. All dates are subject to change at HHSC's discretion.

Procurement Schedule	
RFP Release Date	07/07/2016
Vendor Conference	07/14/2016
Vendor Questions Due	07/25/2016
HHSC Posts Responses to Vendor Questions	08/02/2016
Proposals Due	10/03/2016
Deadline for Proposal Withdrawal	10/03/2016
Award Announcement	03/01/2017
Anticipated Contract Start Date	06/01/2017

1.4. Mission Statement

HHSC's missions for this procurement are:

On behalf of the Department of Family Protective Services (DFPS), HHSC's mission of this procurement is to assist the DFPS Community Youth Development (CYD) Program in providing an array of services to promote protective factors in youth and prevent negative outcomes such as juvenile delinquency in selected service area (ZIP codes) where there appears to be incidents of juvenile crime and other risk factors that contribute to juvenile crime and adverse outcomes for youth. Providing services such as mentoring, youth leadership development, a parental component, and after-school programs should meet the DFPS goal to increase protective factors, thus increasing the likelihood of positive outcomes for youth.

1.5. Mission Objectives

HHSC's objectives for this procurement are:

In accordance with the requirements of the [Family Code §265.002](#), the DFPS Prevention and Early Intervention (PEI) Division provides services for children in at-risk situations and for the families of those children. PEI contracts for programs with the goal of providing early intervention or prevention of at-risk behavior that leads to child abuse or neglect, delinquency, running away, and truancy. PEI consolidates prevention and early intervention services within the jurisdiction of a single agency in order to avoid fragmentation and duplication of services, and to increase the accountability for the delivery and administration of these services.

Also, in accordance with Section 40.0561 of the Texas Human Resources Code, subject to available funding, the department shall award community youth development contracts to communities identified by incidence of crime. The department shall give priority in awarding contracts under this Section to areas in which there is a high incidence of juvenile crime. The purpose of a contract under this Section is to assist a community in alleviating conditions in the family and community that lead to juvenile crime.

1.5.1 PEI Responsibilities

1. Planning, developing, and administering a comprehensive and unified delivery system of prevention and early intervention services to children and their families in at-risk situations;
2. Improving the responsiveness of services for at-risk children and their families by facilitating greater coordination and flexibility in the use of funds by state and local service providers;
3. Providing greater accountability for prevention and early intervention services in order to demonstrate the impact or public benefit of a program by adopting outcome measures; and
4. Assisting local communities with the coordination and development of prevention and early intervention services in order to maximize federal, state, and local resources.

1.6. Background

1.6.1 Overview of the Health and Human Services Commission

Since 1991, the Texas Health and Human Services Commission (HHSC) has overseen and coordinated the planning and delivery of health and human service programs in Texas. HHSC is established in accordance with Texas Government Code [Chapter 531](#) and is responsible for the oversight of all Texas health and human service agencies (HHS Agencies). HHSC's chief executive officer is Charles Smith, Executive Commissioner of Health and Human Services.

As a result of the consolidation due to House Bill (HB) 2292, 78th Regular Session in fiscal year 2003, some of the contracting and procurement activities for the HHS Agencies have been assigned to the Procurement and Contracting Services (PCS) Division of HHSC. As such, PCS will administer the initial stages of the procurement process, prior to the contract award, including RFP announcement and publication, handling of communications from the Respondent, as well as managing the receipt and handling of valid responses for final review and evaluation. PCS directs the execution of the contract after the awarded vendor has been selected.

1.7. Project Overview

In accordance with the requirements of Texas Family Code §265.002, the Prevention and Early Intervention (PEI) Division of DFPS provides services for at risk children and their families. The Division contracts for programs with the goal of providing early intervention or prevention of at-risk behavior that leads to child abuse or neglect, delinquency, running away, and truancy. PEI consolidates prevention and early intervention services within the jurisdiction of a single agency in order to avoid fragmentation and duplication of services and to increase the accountability for the delivery and administration of these services.

Research¹ has shown that five protective factors are linked to a reduction of juvenile delinquency: (1) Family bonding/communication, (2) School involvement, (3) Individual self-esteem/efficacy, (4) Positive peer association, and (5) Community involvement. DFPS seeks to contract for services through utilizing the CYD Program to prevent juvenile delinquency by funding local programs that increase youth protective factors associated with juvenile delinquency.

See, for example: U.S. Department of Justice, Office of Justice Programs, Office of Juvenile Justice and Delinquency Prevention. 2003 Report to Congress: Title V Community Prevention Grants Program. Retrieved from OJJDP website: <https://www.ncjrs.gov/pdffiles1/ojjdp/207694.pdf>

1.8. Strategic Elements

1.8.1. Contract Type and Term

HHSC, on behalf of DFPS, will award one contract for CYD services within a each service area. The initial Contract Period will begin on the effective date stated in the contract and will terminate on **August 31, 2017**, unless terminated as described in the contract. HHSC reserves the option to amend the term of the contract for up to four one-year terms, or as necessary to complete the mission of the procurement, subject to the availability of funds.

HHSC will award up to eighteen (18) cost reimbursement contracts (one for each service area) for the Community Youth Development (CYD) program which is designed to provide an array of services to youth to prevent juvenile delinquency.

1.8.2. Contract Elements

The term “contract” means the contract awarded as a result of this RFP and all exhibits thereto. At a minimum, the following documents will be incorporated into the contract: this RFP and all attachments and exhibits; any modifications, addendum or amendments issued in conjunction with this RFP; [***HHSC’s Uniform Contract Terms and Conditions \(HHSC UTCs\), Version 2.12; DFPS Special Attachment to HHSC Terms and Conditions \(DFPS STCs\)***](#); and the successful respondent’s proposal.

HHSC and DFPS reserve the right to negotiate additional contract terms and conditions. Respondents are responsible for reviewing the HHSC UTCs and the DFPS STCs noting any exceptions, reservations, and limitations on the Respondent Information and Disclosures form (see Section 3.9.1.8 - Certifications and Other Required Forms).

1.8.3. Data Use Agreement (DUA)

By entering into a contract, or purchase order, with a Texas Health & Human Services agency, you agree to be bound by the terms of the HHS Data Use Agreement (HHS-GC.DUA).: The version of the Data Use Agreement that should be used for all contractors who access agency confidential information is available on the [HHSC Business Opportunitites webpage](#).

Information that explains the terms of the DUA and what laws require HHSC to protect and safeguard agency confidential data can be found at:

<http://hhscx.hsc.texas.gov/sites/extranet/files/docs/pcs/duac/understanding-dua.pdf>

1.8.4. HHSC’s Basic Philosophy: Contracting for Results

HHSC’s fundamental commitment is to contract for results. HHSC defines a successful result as the generation of defined, measurable, and beneficial outcomes that satisfy the contract requirements and support HHSC’s missions and objectives. This RFP describes what is required of the contractor in terms of services, deliverables, performance measures and

outcomes, and unless otherwise noted in the RFP, places the responsibility for how they are accomplished on the contractor.

1.9. External Factors

External factors may affect the project, including budgetary and resource constraints. Any contract resulting from the RFP is subject to the availability of state and federal funds. As of the issuance of this RFP, HHSC anticipates that budgeted funds will be available to reasonably fulfill the project requirements. If, however, funds are not available, HHSC reserves the right to withdraw the RFP or terminate the resulting contract without penalty.

1.10. Legal and Regulatory Constraints

1.10.1. Delegation of Authority

State and federal laws limit HHSC's ability to delegate certain decisions and functions to a contractor, including but not limited to: (1) policy-making authority; and (2) final decision-making authority on the acceptance or rejection of contracted services.

1.10.2. Conflicts of Interest

A conflict of interest is a set of facts or circumstances in which either a respondent or anyone acting on its behalf in connection with this procurement has past, present or currently planned personal, professional or financial interests or obligations that, in HHSC's determination, would actually or apparently conflict or interfere with the Respondent's contractual obligations to HHSC. A conflict of interest would include circumstances in which a party's personal, professional or financial interests or obligations may directly or indirectly:

- make it difficult or impossible to fulfill its contractual obligations to HHSC in a manner that is consistent with the best interests of the State of Texas;
- impair, diminish or interfere with that party's ability to render impartial or objective assistance or advice to HHSC; or
- provide the party with an unfair competitive advantage in future HHSC procurements.

Neither the respondent nor any other person or entity acting on its behalf, including but not limited to subcontractors, employees, agents and representatives, may have a conflict of interest with respect to this procurement. Before submitting a proposal, respondents should carefully review the HHSC UTCs and the DFPS STCs for additional information concerning conflicts of interests.

A respondent must certify that it does not have personal or business interests that present a conflict of interest with respect to the RFP and resulting contract (see Required Certifications Form, Section 3.9.1.8 - Certifications and Other Required Forms). Additionally, if applicable, the respondent must disclose all potential conflicts of interest. The respondent must describe the measures it will take to ensure that there will be no actual conflict of interest and that its fairness, independence and objectivity will be maintained (see the Respondent Information and Disclosure Form, Section 3.9.1.8 - Certifications and Other Required Forms). HHSC will determine to what extent, if any, a potential conflict of interest can be mitigated and managed

during the term of the contract. **Failure to identify potential conflicts of interest may result in HHSC's disqualification of a proposal or termination of the contract.**

1.10.3. Former Employees of a State Agency

Respondents must comply with Texas and federal laws and regulations relating to the hiring of former state employees (see e.g., Texas Government Code [§572.054](#) and [45 C.F.R. §74.43](#)). Such "revolving door" provisions generally restrict former agency heads from communicating with or appearing before the agency on certain matters for two years after leaving the agency. The revolving door provisions also restrict some former employees from representing clients on matters that the employee participated in during state service or matters that were in the employees' official responsibility.

As a result of such laws and regulations, a respondent must certify that it has complied with all applicable laws and regulations regarding former state employees (see the Required Certifications form). Furthermore, a respondent must disclose any relevant past state employment of the respondent's or its subcontractors' employees and agents in the Respondent Information and Disclosure form.

1.11. HHSC Amendments and Announcements Regarding this RFP

HHSC will post all official communication regarding this RFP to the Electronic State Business Daily (ESBD). HHSC reserves the right to revise the RFP at any time. Any changes, amendments, or clarifications will be made in the form of written responses to respondent questions, amendments, or addendum issued by HHSC on ESBD. Respondents should check the website frequently for notice of matters affecting the RFP. To access the website, go to the [ESBD search](#) page and enter a search for this procurement.

1.12. RFP Cancellation/Partial Award/Non-Award

HHSC reserves the right to cancel this RFP, to make a partial award, or to make no award if it determines that such action is in the best interest of the State of Texas.

1.13. Right to Reject Proposals or Portions of Proposals

HHSC may, in its discretion, reject any and all proposals or portions thereof.

1.14. Costs Incurred

Respondents understand that issuance of this RFP in no way constitutes a commitment by HHSC to award a contract or to pay any costs incurred by a respondent in the preparation of a response to this RFP. HHSC is not liable for any costs incurred by a respondent prior to issuance of or entering into a formal agreement, contract, or purchase order. Costs of developing proposals, preparing for or participating in oral presentations and site visits, or any other similar expenses incurred by a respondent are entirely the responsibility of the respondent, and will not be reimbursed in any manner by the State of Texas.

1.15. Protest Procedures

[TAC Title 1, Part 15, Chapter 391, Subchapter D, subsection 391.401](#) outlines HHSC's respondent protest procedures.

1.15 Interpretive Conventions

Whenever the terms “shall,” “must,” or “is required” are used in this RFP in conjunction with a specification or performance requirement, the specification or requirement is mandatory. A respondent's failure to address or meet any mandatory requirement in a proposal may be cause for HHSC's rejection of the proposal.

Whenever the terms “can,” “may,” or “should” are used in this RFP in conjunction with a specification or performance requirement, the specification or performance requirement is a desirable, but not mandatory, requirement. Accordingly, a respondent's failure to address or provide any items so referred to will not be the cause for rejection of the proposal.

(The remainder of this page has been left intentionally blank)

2. Mission Results/Scope of Work

2.1. Project Scope

The mission of DFPS is to protect children, the elderly, and people with disabilities from abuse, neglect, and exploitation by working with clients, families, and communities. HHSC on the behalf of the DFPS CYD Program is soliciting proposals from qualified organizations that provide services in proposed ZIP code areas to promote protective factors in youth and prevent negative outcomes such as juvenile delinquency by funding local programs that reduce referrals to juvenile probation and increase youth protective factors associated with juvenile delinquency. The CYD Program is designed to provide an array of services such as mentoring, youth leadership development, and after school programs to prevent juvenile delinquency with the specifications contained in and referenced by the RFP.

Historically the original eleven (11) ZIP codes were determined by the CYD Interagency Planning Workgroup in 1995 as the ZIP codes with the highest incidence of juvenile violent crime in the State of Texas. The ZIP codes were expanded to thirteen (13) in 1998, and to fifteen (15) in the year 2000. Beginning in FY 2017 (with this solicitation,), three (3) additional ZIP codes will be added for a total of 18 ZIP codes.

NOTE: The award of contracts in response to this procurement is limited to services for the proposed ZIP code areas and service areas specified in Section 2.4 of this RFP.

2.2. Eligible Population

1. Youth below 18 years of age and their families who live in and/or attend public school in one of the ZIP codes or attend school at a public, middle or high school located outside of the designated ZIP code that has at least 30% enrollment from the designated ZIP code as determined by DFPS.
2. The target age range for youth to be served is 10 - 17 years. Youth under age 6 are not eligible for this service. Youth served from ages 6-9 cannot exceed 30% of annual unduplicated performance measure.
3. Family members of eligible participants are eligible for services if the goal of the service involves preventing delinquency or reducing risk factors of the target youth. Family members eligible for such services are limited to those individuals who are related to and residing in the same household as the eligible youth, including the Primary Caregiver at a minimum.

2.3. Client Service Requirements

The awarded Contractor agrees to adhere to the following conditions in the provision of services to clients under this contract:

1. All clients must enter into services voluntarily.

2. Contractor cannot charge clients a fee for participating in a program or for any program participation related costs.
3. Contractor must provide services to families without regard to their economic status.
4. Average number of unduplicated youth served monthly must meet the minimum. That minimum will be determined based on ZIP code needs. An unduplicated youth is a targeted youth with a unique client ID number who receives at least one service and is only counted one time during the performance period.
5. Programs are allowed to serve youth regardless of their ongoing involvement with CPS.
6. Contractor's programs target youth exhibiting **at least two** of the following risk factors²:
 - a. Poor expressive language;
 - b. Lack of self-control;
 - c. A high degree of impulsiveness and hyperactivity;
 - d. Aggressive temperament;
 - e. Antisocial behavior;
 - f. Friends who engage in "problem behavior;"
 - g. Low school attendance;
 - h. Parent/guardian(s) exhibit low school attainment and/or was a teen parent(s);
 - i. Poor parental/guardian supervision and harsh and erratic discipline;
 - j. Parental conflict and/or single parent families;
 - k. Parent/guardian with mental illness;
 - l. Family history of problem behaviors such as parental drug use, domestic violence or criminal activity; and/or
 - m. History of maltreatment.

(The remainder of this page is left intentionally blank)

² See, for example: Preventing & Reducing Juvenile Delinquency (2003), p. 105. By J.C. Howell. Thousand Oaks, CA: Sage Publications and Child Delinquents: Development Intervention and Service Needs (2003), R. Loeber and D. Farrington, (Eds.). Thousand Oaks, CA: Sage Publications

2.4. Services Areas

A Service Area is defined a county listed in Table 1 that has at least one ZIP code needing CYD services as identified in the Community Strengths and Needs Assessment (CSNA).

The CYD program under this RFP will operate in eighteen (18) ZIP codes located with the service areas outlined in Table 1, and any youth who lives in or attends public school in the identified ZIP codes is eligible to participate. Also allowed to participate are youth that attend school at a public middle or high school located outside of the designated ZIP code that has at least 30% enrollment from the ZIP code or as determined by DFPS. Services provided in each of the proposed ZIP code areas are customized to address the specific needs of the community as they relate to juvenile delinquency prevention.

The awarded Contractor must have the capacity to administer and provide local oversight of the Community Youth Development (CYD) program in the selected ZIP code, but no more that two (2) ZIP codes per county will be awarded. Respondents wishing to serve two ZIP codes are required to submit two separate proposals.

DFPS has compiled statistical data showing current metrics specific to the targeted counties as follows:

1. JPR: Juvenile Probation Rate (Provided by Texas Juvenile Justice Department)
2. CAN: Confirmed Abuse and Neglect (Provided by DFPS)
3. TPR: Teen Pregnancy Rate (Provided by the Texas State Health Department)
4. POV: Percentage of Families with Children under 18 in Poverty in 2014 (Provided by DFPS)

	County	JPR	CAN	TP	POV
1	Bell	19.36	10.6	58.1	21.0
2	Bexar	21.65	11.1	39.3	26.4
3	Brazos	55.08	6.5	21.2	27.4
4	Comal	37.67	11.8	46.0	23.7
5	Dallas	16.84	8.7	44.6	29
6	Denton	11.55	4.7	23.2	9.8
7	Ector	28.9	11.7	88.7	18.6
8	El Paso	19.07	9.1	58.1	31.7
9	Fort Bend	13.24	2.7	18.4	12.4
10	Galveston	34.26	6.2	41.0	19.9
11	Gregg	19.01	16.3	65.1	26.5

Community Youth Development (CYD) Program
RFP No. 530-17-0002

12	Harris	16.67	5.1	40.6	25.1
13	Hays	28.02	7.9	28.7	17.4
14	Hidalgo	14.74	7.5	66.9	45.5
15	Jefferson	26.86	10.4	42.6	32.3
16	Lubbock	44.69	17.9	41.4	21.3
17	McLennan	32.64	14.5	41.7	27.8
18	Midland	34.35	7.4	63.5	14.1
19	Montgomery	17.54	21.3	32.7	15.5
20	Nueces	32.73	14.8	49.4	23.1
21	Potter	32.88	22.8	76.7	30.2
22	Randall	22.62	11.2	33.0	12.7
23	Tarrant	13.69	11.5	32.8	21.7
24	Taylor	27.14	27.1	59.1	21.7
25	Tom Green	35.57	21.4	35.5	21.3
26	Travis	27.15	7.9	29.4	23.3
27	Tyler	18.91	19.9	67.0	26.3
28	Webb	43.27	6.9	72.1	42.3
29	Wichita	32.21	22.6	46.2	29.1
30	Willacy	36.29	27.9	55.1	45.9

To maximize the reach of the program and ensure a balance across the state between rural and urban areas, PEI will make awards in the following way based on child population:

County Child Population in FY 2015 (DFPS Databook)	Minimum number of zip codes to be awarded contracts	Maximum number of zip codes to be awarded contracts
More than 200,000	9	11
Between 40,000 and 199,999	5	6
Less than 40,000	4	5

Contractors will begin direct service delivery no later than 60 calendar days after the effective date of the contract. This transitional 60 day startup period is provided to allow contractors enough time to hire, train and establish policies and procedures for program operations.

Respondents may submit one proposal for each ZIP code , but multiple service areas cannot be combined into a single proposal.

If a contractor chooses to subcontract for direct services, initial services must be in place within 60 calendar days after contract execution (Or at a future date contingent on actual contract start date).

2.5. Implementation – Requirements

2.5.1. Community Strengths and Needs Assessment (CSNA)

Contractor must provide CYD program services for the local community. In addition, the Contractor must complete and maintain a Community Strengths and Needs Assessment (CSNA) to identify local community needs for positive youth development.

1. The CSNA must be used to develop a prioritized list of service needs identified by the community as effective strategies to promote protective factors in youth and prevent negative outcomes such as juvenile delinquency and support positive youth development.
 - a. Service needs identified ***must not*** duplicate those already provided in the community through other funding sources, but must fill gaps in service and/or complement other services.
 - b. Strong focus on the core services are required as discussed through this RFP, to include parents of youth in services.
2. The CSNA must be focused on juvenile delinquency prevention and protective factors of youth ages 6-17. In addition:
 - a. All information gathered in the CSNA should relate to and be analyzed in terms of the issues that impact youth.
 - b. Contractor must describe needs for services within the community
 - c. The CSNA must identify the protective factors in place within the community.
 - d. The CSNA must include community's attitudes and expectations of community youth.
3. The CSNA must be a collaborative effort based on community input, including input of local youth.
4. The CSNA must:
 - a. Be made publicly available to interested parties
 - b. Be updated and submitted annually or as otherwise determined by DFPS.
5. Elements: A CSNA may include:
 - a. Data from the Texas Juvenile Justice Department or the local juvenile justice entity on local juvenile crime including, but not limited to, demographics of youth committing crime (e.g. age, gender, race/ethnicity), the geographic area of crime, the geographic area of residence for the youth committing crimes, the nature of crimes committed (felonies, misdemeanors, property or violent crimes, status offenses), and the outcome status of youth involved (deferred adjudication, diversion, incarceration, etc.). Data may apply to the specific ZIP code or to a larger area (e.g. city or county) if ZIP code specific data is not available. The CYD Provider must coordinate with their local

juvenile justice department or the Texas Juvenile Justice Department to obtain this data.

- b. Data on other risk factors for youth such as school attendance, graduation rates, and teen pregnancy rates, etc.
 - c. A variety of methods may be used to put together a CSNA. These methods include focus groups, surveys (online, paper, mailed or telephone), community forums, interviewing key informants, using additional existing data from schools, etc.
 - d. Information gathered from the larger community and not only existing CYD participants.
 - e. Resource information gathered and analyzed from 2-1-1.
 - f. Community demographics, general geographic location within the state and city, racial/ethnic make-up, income levels, history and values of the community, etc. Data may relate to the larger community such as a district, the city or county while remaining focused on the proposed ZIP code area, but must be related primarily to the community defined by the CYD ZIP code. For the purposes of the assessment, the term 'community' refers foremost to the CYD ZIP code, but may also address a larger district, the city as a whole or the county.
6. Deadlines: Contractors must complete a comprehensive CYD community strengths and needs assessment and included in their response to this RFP. The assessment submitted with their response as part of the proposal will cover the period of June 1, 2016 thru August 31, 2017.
7. The assessment must be reviewed and updated annually, no later than **September 1 of each fiscal year thereafter**, to ensure that the data continues to be an accurate reflection of the community and that CYD services continue to fill needed service gaps.
8. If the annual review of the needs assessment reveals that any services no longer meet needs or are redundant due to newly available services, the Contractor must identify and procure new needed services. If services continue to be a good match to the local service needs and gaps, the Contractor may renew subcontracts per its internal policies and procedures. .

2.5.2. Community Collaboration Committee

1. Contractor must create or participate in an existing community-based collaborative, committee or group. While collaborative committees may have many goals, they must incorporate the following in their work:
 - a. Determination of how to integrate and promote CYD into the community;
 - b. Encourage collaboration among area agencies to provide an integrated means of identifying barriers to service delivery, finding solutions to these

- barriers, providing a diverse menu of resources to meet a range of client needs;
- c. Assist with the CYD Strengths and Needs Assessment; and
 - d. Work collectively to promote positive youth development in the community
2. It is recommended that the Community Collaboration include diverse social service agency representatives such as Texas Juvenile Justice Division (TJJD), Child Protective Services (CPS), CYD service providers, other PEI and DFPS contractors who are serving the same geographic area as the Contractor, local school representatives, community resource and collaboration group (CRCG) members, mental and physical healthcare service providers, law enforcement, as well as area residents/service recipients, businesses, the faith-based community, community leaders and youth. A youth/s who has shown strong leadership capabilities must be part of the collaboration
 3. Updates about the Community Collaboration Committee activities including participation by active members must be submitted to PEI in the regular program quarterly reports.
 4. Respondent must submit a proposed collaboration plan in its proposal that includes a list of entities that will participate in the collaboration.
 5. The Community Collaboration Committee must meet at least once per calendar quarter.

2.5.3. Procurement Implementation for Local CYD Program Services

Contractors may subcontract with local service providers for CYD program services through a competitive procurement process. Minimum components of implementing procurement include the following:

1. Contractor must have and follow written policies and procedures for procurement of program services. These written policies must comply with [45 CFR, Part 74](#).
2. Contractor should utilize a selection process that provides fair and open competition, protects the integrity of the procurement process, and provides best value for expended contract funds.
3. If any subcontracts with local service providers are terminated, and the Contractor has not fully expended the funds obligated to the subcontract during the contract year, the Contractor has a maximum of 60 days to find a replacement service provider and obligate those funds in a manner consistent with the purposes of the CYD program.
4. Changes in service delivery shall be negotiated between the Contractor and their Subcontractor and reported to DFPS. Any changes to the type of service to be provided, or requiring development of a new subcontract, must be approved in advance by DFPS.

2.5.4. CYD Program Services - Minimum Implementation

1. CYD Program Services must include Mentoring, Youth Advisory Committee (YAC), Youth Leadership Development (YLD), and a Parent Involvement component. Also see [item 12](#) below.
2. Additional CYD Program Services that are focused on the prevention of juvenile delinquency must be based on the needs identified in the Community Strengths and Needs Assessment.
3. If a respondent chooses to subcontract some or all CYD services, (except those proposed by the Contractor in the awarded response and approved by DFPS) those services must be procured through a formal procurement process (For FY 17 procurement implementation for CYD program Services, refer to [RFP Section 2.5.3](#)).
4. Program services should reflect a mix of intensive services that serve a limited number of youth (e.g. one on one mentoring) with lower intensity services that serve a higher number of youth (e.g. group recreation). Strong emphasis must be given to the core services.
5. Services must be offered at times and places that meet the needs of local youth.
6. Services must have no empirical evidence or theoretical basis indicating that the practice constitutes a risk of harm to those receiving it.
7. Youth may not participate solely in one-time activities. If one-time activities are planned as a service, they should be an added value for youth already participating in other CYD Program Services or for outreach and recruitments purposes and cannot be a stand-alone service.
8. Program services must be easily accessible to youth. Contractor must address and arrange for transportation needs for any youth in order for them to participate in CYD program activities.
9. Program services must be focused on enhancement of at least one of the following protective factors associated with juvenile delinquency prevention, including, but not limited to:
 - a. Involvement with positive peer group activities and norms;
 - b. Social competencies such as decision making skills, assertiveness; and interpersonal skills;
 - c. Caring adults other than parent;
 - d. Strong bond between children and parents;

- e. Emotional support and absence of severe criticism;
 - f. Clear rules and expectations;
 - g. Involvement with school/community;
 - h. Friendship network;
 - i. Positive perception of self and others;
 - j. Places high values on helping others; and
 - k. Sense of purpose.
10. CYD must not fund programs that are intended for tertiary prevention of juvenile delinquency (i.e., specifically youth who are currently on probation or are known to have been previously on probation). This will be assessed through self-report at the time of client registration. Prevention programs are intended to prevent juvenile delinquency.
- Note:** Youth whose cases are pre-adjudicated, informally adjudicated, or whose adjudication has been deferred are eligible for CYD services in accordance with Section 2.2 of this RFP.
11. If Program Services are defined as “childcare” based on definitions in the [Texas Human Resources Code, Chapter 42](#), the program will be regulated by DFPS pursuant to Chapter 42, Texas Human Resources Code, as well as minimum standards and other rules.
- If the program meets the definition of “childcare,” the organization implementing the program will be considered a childcare operation and must have an appropriate permit and meet all relevant legal requirements in order to provide services under the contract. In such a situation the suspension or loss of a necessary license will result in termination of the Contract.
- The Contractor must ensure that all service providers apply to the appropriate regional childcare licensing office for licensing determination. The Contractor must review the results of this determination for compliance. If the Contractor will deliver services directly, they must also take this step and provide the results of the determination to DFPS.
12. **CYD Program Services:** The Contractor must ensure that all CYD Program Services are adequately staffed and supported (either by the Contractor or locally procured subcontractors) in order to accomplish all the deliverables outlined below. An emphasis must be placed on the four core services of Mentoring, Youth Advisory Committee, Youth Leadership Development, and Parent Involvement. **Programs with an evidence-based component will be given higher value during the scoring process.**
13. **Entertainment costs. Costs of entertainment, including amusement, diversion, and social activities and any associated costs are unallowable, except where specific costs that might otherwise be considered entertainment have a programmatic purpose and are authorized either in the approved budget for the**

Federal award or with prior written approval of the Federal awarding agency (Reference OMB §200.438). Respondent should provide assurances that all field trips have an educational benefit or assist with meeting the goals of the CYD Program and the field trips not expose the participants to any safety risks.

Note: Respondents may provide CYD Program Services or may choose to implement all or some of the Program Services entirely through DFPS approved subcontractors procured through the procurement process. All proposed Program Services must follow the RFP's requirements as outlined for CYD Program Services and be detailed in the Respondent's proposal, including Respondent's Subcontractor Budget Form (2030PEI) workbook found in Attachment E of this RFP.

2.6. Core CYD Program Services

1. Mentoring:

- a. Mentoring must be conducted in individual or small group settings and must primarily focus on facilitating an ongoing positive relationship between the target youth and a caring adult role model who provides help to the younger person as he or she goes through life. The ratio of mentoring group settings should be no larger than 4 youth to one mentor.
- b. Only face-to-face interactions will be considered direct services to youth.
- c. There must be program guidelines for the mentoring process, recruitment/training of mentors, and management of the mentoring relationship to ensure client safety and positive outcomes.

Program guidelines must address at a minimum the following elements:

- i. recruitment of mentors and mentees to include application and screening;
- ii. training of mentors to include number of hours, mode of training used, and topics or content;
- iii. a definition of mentoring;
- iv. the role of a mentor and a mentee;
- v. expectations for the length of service and relationship for both the mentor and mentee;
- vi. description of the matching process;
- vii. allowable contact between a mentor and mentee (e.g. only at school or in community);
- viii. parental notification and/or consent requirements;
- ix. transportation of mentees;
- x. guidelines for any financial transactions to include gifts;
- xi. risk assessment and guidelines including managing safety concerns for mentors and mentees;
- xii. characteristics of mentees to include warning signs and problem solving for certain behaviors or crises such as self-harm, suicidal ideation, aggression, etc.; supervision and support provided to

- mentors; and termination and closure of a mentor or mentee relationship; and
- xiii. list of available community resources for youth and referral agencies

d. Neither peer mentoring nor family mentoring programs satisfy this requirement.

2. Youth Advisory Committee (YAC):

- a. The goal of the YAC is for a consistent group of youth to provide input, give feedback and help shape the local CYD program.
- b. The YAC must include 10-20 youth comprised of both middle and high-school youth.
- c. The YAC must meet monthly, must have between 10 and 20 youth in attendance at each meeting. Respondent should indicate the types of locations meetings will take place and how they will ensure the safety of youth at and transportation to and from the meetings.
- d. Participating youth must be between the ages of 13 and 17.
- e. Youth must be engaged in outreach and awareness efforts and evaluation of the CYD program:
 - i. Outreach and Awareness - youth must be involved in the development of the community strengths and needs assessment and in promoting the CYD program services within their communities in order to engage additional youth into the CYD program.
 - ii. Evaluation - youth must be involved in collecting feedback from local youth, including CYD participants, about CYD services, and the impact of services on juvenile delinquency prevention.
- f. YAC youth must receive Youth Leadership Development (YLD) services in addition to participating on the YAC.
- g. Selected YAC youth must participate in the annual CYD Teen Summit. The Teen Summit is intended to strengthen local Youth Advisory Committees and develop leadership skills, while networking with other YAC youth from across the state. Participating YAC youth are to be chosen in collaboration with the CYD Teen Summit contractor.

3. Youth Leadership Development (YLD):

- a. YLD must be offered to prepare youth to meet the challenges of adolescence through a series of structured, progressive activities and experiences that help them to develop leadership skills (such as conflict resolution, negotiation, communication skills, goal setting, team building, positive self-esteem, and empowerment).

- b. The approach must view youth as resources and build on their strengths and capabilities to develop within their own community, and may include activities such as service-learning components.
- c. Youth must be offered YLD services at least one time per month.
- d. The YAC group alone does not satisfy the requirement for a youth leadership development program. While all YAC participants must participate in YLD, an YLD program that is separate and distinct from the YAC must be offered with capacity to serve additional youth.

4. Parent Involvement:

Family engagement is associated with improved program outcomes.³ Parental involvement increases youth participation in after-school programs, influences constructive parent involvement in the home, increases protective factors and may address risk factors that may lead to juvenile delinquency.⁴ Further, father-figure involvement is linked to decreased drug use, and decreased delinquent behavior.⁵

Contractor must demonstrate a commitment to the meaningful involvement of parents. There are several options available to engage parents. Which strategy works best will depend on the dynamics of the community served. These strategies may include parent training/parenting classes, parent leadership programs, counseling, service-based learning, and many other strategies. See RFP Attachment A (Parent Involvement Information) for additional resources on after-school programs and parent involvement programs.

- a. The awarded Contractor must develop and implement a parent involvement component as *one of their goals in the Collaborative Community Committee*.
- b. During the first 90 days of the contract, the Contractor will work with DFPS to develop a Parent Involvement component suited to the Contractor's service area and the community's needs.

2.6.1. Additional CYD Program Services

Additional CYD Program Services must be focused on the prevention of juvenile delinquency and based on the funding priorities identified from the results of the strengths and needs assessment.

³ See, for example: Berglund, M.L. et al. (1998). *Positive Youth Development in the United States: Research Findings on Evaluations of Positive Youth Development Programs*. Retrieved on January 17, 2014 from the U.S. Department of Health and Human Services, Office of the Assistant Secretary for Planning and Evaluation website: <http://aspe.hhs.gov/hsp/positiveyouthdev99/index.htm>

⁴ MetLife Foundation After School Alert (2012). *Afterschool: A Key to Successful Parent Engagement*. Issue No. 57. Retrieved January 17, 2014 from the After School Alliance website: http://www.afterschoolalliance.org/issue_57_Parent_Engagement.cfm

⁵ Informed Families (2013). *Father Involvement Leads to Healthier Children*. Retrieved on January 17, 2014 from the Informed Families website: http://informedfamilies.org/campaigns/red_ribbon/news/father_involvement_leads_to_healthier_children?

Examples of additional CYD Program Services include:

1. Youth-Based Curriculum Class: Services provided to youth that are based upon a written curriculum.
2. Family-Based Curriculum Class: Services provided to the registered youth parent/caregiver along with his/her family member(s). These services are part of a specific written curriculum. (e.g., family skills building, family effectiveness training, etc.). These family programs encourage family unity, communication, improved decision making skills and reduce family conflict.
3. Family Focused Service: Services that are activity based, involve the youth and at least one other family member, and are not part of a written curriculum or counseling.
4. Recreational Services: Rewarding, challenging, and age-appropriate activities provided in a safe, structured, and positive environment, with the intent of reducing delinquency by way of a socializing effect through which youth develop positive qualities. Examples may include organized sports, music, arts and crafts and cultural activities. Boxing is not allowed.
5. Academic Support Services: Designed to increase student engagement in the learning process, improved academic performance and bonding to the school (e.g., cooperative learning techniques," experiential learning" strategies, tutoring and basic skill building).
6. Life Skills Classes: Provide youth participants with social, personal, and vocational skills and opportunities to help them achieve economic success, avoid involvement in criminal activity, and increase social competencies. (e.g., conflict resolution, anger management, healthy relationships, career exploration, and interviewing skills).

2.7. Contractor Requirements

2.7.1. CYD Contract - Program/Fiscal Management

Contractor must meet the following minimum requirements while performing contract management:

1. Costs are identified as either operational/administrative or as Program Service costs. Program Service costs are reflected in the balance of total contract funds less the costs to implement and administer the program.
2. Contractor must maintain current policies and procedures for ongoing management of the CYD Program which include, but are not limited to:
 - a. Planning and oversight of overall program, including administrative responsibilities;
 - b. Contractor must have fiscal management to include:
 - i. reviewing and processing bills to ensure costs are reasonable, necessary, allowable, and allocable under the contract and any

- governing regulations, and billed to the month incurred ([OMB circulars, federal regulations](#), and the [Texas Administrative Code](#));
- ii. proper supporting documentation for costs billed including personnel time;
 - iii. reimbursing for allowable costs in a timely manner; and
 - iv. management of the contract budget.
- c. Contractor must have appropriate and strong ability to administratively manage all aspects of the contract to include, but not limited to internal controls, personnel requirements, data entry requirements, 2-1-1 listings, reporting suspected abuse and neglect, records maintenance, staff training, job descriptions, I-9's, and DFPS Background Check requirements.
- d. Contractor must have appropriate program management to include:
- i. quality assurance processes to ensure proper service delivery and progress towards contract performance measures;
 - ii. collection of program forms and monthly participant data from service providers and reviewing for accuracy and client eligibility;
 - iii. adequate staffing to ensure timely and accurate data entry into PEIS database including potential staff absence; and
 - iv. support and at a minimum, monthly supervision of all staff that provide direct services to clients, including volunteers (whether working directly for the Contractor or local service provider). This supervision must provide direct staff and volunteers an opportunity to gain professional development, support, and advice about their work with clients.
3. Contractor policies and procedures regarding program, administrative, and fiscal management of contract and subcontracts must be submitted to DFPS for approval. Updated policies and procedures must be submitted to DFPS if significant changes occur during the contract period.
4. Contractors are required to submit annual budget revisions before the end of each fiscal year of the contract. This feature will give them the flexibility to move funds as necessary to satisfy program requirements.

2.7.2. CYD Contract – Program/Administrative/Fiscal Monitoring

All requirements applicable to the Contractor under this RFP will also be required of any subcontractors and the same level of service and expertise as expected of the Contractor will also be expected of any subcontractors hired by the Contractor. Contractor must meet the following minimum requirements while performing subcontract management, if a contractor

chooses to contract out some services based on Community Strengths Needs Assessment (CSNA) results:

1. Contractor must maintain current policies and procedures for ongoing management of the CYD Program to include, but not limited to, providing ongoing training and technical assistance to subcontractors to meet DFPS contracting requirements and individual service goals and performance measures.
2. Contractor must meet the following minimum requirements while performing subcontract compliance monitoring:
 - a. Policies and procedures to address the process for monitoring subcontractors must include, but, are not limited to:
 - i. whether or not a risk evaluation process will be used to prioritize which subcontractors will be monitored for compliance and if so, what the risk evaluation process is and how it will be used;
 - ii. an annual schedule for compliance monitoring activities;
 - iii. monitoring tools;
 - iv. training of staff who will complete compliance monitoring;
 - v. the timely issuance of monitoring reports to the subcontractor;
 - vi. handling of contract non-compliance;
 - vii. corrective action requirements and follow-up; and
 - viii. contract termination procedures.
 - b. Contractor will ensure their subcontractor(s) are following OMB and TAC guidelines as reflected in Section 2.7.1. Contractor will also ensure that subcontractors are following all applicable DFPS policies, and [State](#), OMB, and [Federal rules and regulations](#).

2.7.3. Additional Program Requirements

The awarded Contractor must adhere to the following:

1. Participate in webinars and conference calls as scheduled by DFPS/PEI. The contractor must ensure at least one staff member who is knowledgeable about the program and is authorized to make decisions attend all webinars and conference calls when scheduled by DFPS.
2. Per Section 2.5.4 of this RFP, DFPS will only contract for programs intended for primary and secondary prevention of juvenile delinquency. DFPS will ***not*** contract for

programs intended for tertiary prevention of juvenile delinquency that has already occurred or to prevent recidivism.

3. Contractor is responsible for following all policy updates and clarifications issued by DFPS subsequent to this RFP as provided by DFPS Program staff via email or as agreed upon by both DFPS and awarded Contractor.
4. Contractor is expected to provide direct client services and data entry requirements as described within this RFP, but may subcontract for other non-client services as needed (see [RFP Sections 2.10](#) and [3.12](#)). This requirement may change as determined by DFPS and the new PEI data system.
5. Criminal Background Checks (CBC) and Disclosure & Release for Employees, Volunteers, and Subcontractors.

The Contractor will ensure the safety of youth and families by coordinating with DFPS to ensure completion of a Criminal Background Check (CBC) of all personnel, adult participants, trainers, volunteers, and others having direct access to youth participants or their information.

[Section 411.114 of the Texas Government Code](#) and agency policy require DFPS to do Criminal and Abuse/Neglect/Exploitation background checks. Awarded Contractor(s) will be required to disclose and release, or cause its employees, subcontractors and volunteers with direct client contact or access to client records to disclose and release, any allegation made against that employee, subcontractor or volunteer alleging the commission of an act of abuse, neglect or exploitation of children, the elderly or persons with disabilities; criminal history or any current criminal indictment (for felonies) or information (for misdemeanors) involving an offense described in the [DFPS STCs](#), Purchased Services Contract, included with this solicitation.

This disclosure and release are required of all individuals who have, or will have, direct contact with clients or access to client records, prior to such contact or access and shall be accomplished through use of:

- a. A criminal history background check;
- b. A DFPS abuse and neglect history check; and
- c. A signed disclosure and release by each such person attesting to this information, which shall be maintained by the contractor and available for review by the Department.

Background checks must be renewed at intervals not to exceed 24 months while any contract resulting from this solicitation is in effect.

Awarded Contractor(s) will be required to submit criminal, abuse, and neglect history information for background checks electronically through the DFPS Automated Background Check System (ABCS) according to instructions in the [DFPS Automated Background Check System Document](#).

An ABCS administrator will be identified and approved prior to contract initiation.

Contractor information necessary to run these checks will be collected via: [Forms 2970c and 2971c](#). It may be necessary for the Contractor to obtain additional information from the employee, subcontractor, or volunteer if the person does not live in Texas or has recently lived outside of Texas and may have a criminal history in another state.

Prior to providing any services under contract, current background checks must be completed on the Contractor(s) service provider staff.

2.7.4. Required Reports

Required Report	Purpose of Report	Minimum Requirements	Due Date
Quarterly Report (Form 7487)	Provide ongoing information regarding achievements and challenges in implementing the CYD Program during the preceding quarter.	Complete responses to questions included in report template.	December 30 March 30 June 30 September 30 Of each fiscal year
Annual Report (Form 7488)	Provide ongoing information regarding achievements and challenges in implementing the CYD program during the 4 th quarter and Provide a summary of the achievements and challenges of the full contract year, and plans for program changes in the upcoming fiscal year.	Complete responses to questions included in report template.	45 days after the close of the prior DFPS fiscal year October 15* *or next business day
Community Needs and Strengths Assessment	An evaluation conducted on an annual basis, based on the strengths and needs that affect and influence juvenile delinquency within an identified CYD ZIP code. This assessment is carried out by the Contractor in collaboration with the CCC and YAC and its results are used to develop funding	Contractor utilizes its own internal assessment.	Initial CNSA due with proposal, and February 1 of each year thereafter.

	priorities for the local CYD procurement.		
--	---	--	--

2.7.5. Minimum Staffing Qualifications

Program Staffing.

1. Identify and describe the Respondent's proposed labor skill set and provide résumés and proposed job descriptions of all proposed key personnel (as defined by the Respondent). Résumés must demonstrate experience germane to the position proposed. Résumés should include work on projects cited under the Respondent's corporate experience, and the specific functions performed on such projects. Each individual résumé should also include at least three (3) references from people who have knowledge of the proposed key person's knowledge, skills and abilities when they perform on recent projects. References may not be the Respondent's or subcontractor's employees. If the key positions being proposed are currently "vacant" or "being created," then submit job descriptions, as we realize that résumés would not be available at the time of proposal submission.
2. If the Respondent plans to subcontract direct client services, then the Respondent should also provide resumes and staffing for subcontractor key personnel who will be involved in the project.
3. Include a staffing plan which provides staff specific qualification requirements, and an agency-based organizational chart representative of the Respondent's overall agency structure. In addition, include a program-based organizational chart that indicates the number of staff and volunteers supervised by each position and clearly show lines of reporting and supervision.
4. Describe your continuity plan for staff vacancies, your process for training new hires in the evidence-based or promising practice program, and your procedures for screening, matching, and providing assignments to volunteers (if utilized).

2.7.6. Minimum Organizational Qualifications

1. Contractor must have at least 2 years of experience in managing budgets, grants, contracts for social services, as well as have at least 2 years of experience in providing programs to youth and families.
2. Contractor must have experience and measurable positive results in procurement, financial, and programmatic oversight of subcontracts (if the respondent plans on using subcontractors).
3. A Contractor that has monitoring reports from any Texas state agency or federal funding entity and/or audits performed on their agency in the past 3 years must submit those monitoring reports with their response that will demonstrate that their agency is

competent in managing and budgeting their organization's programs and operations as well as subcontracts.

2.7.7. Minimum Organizational Training

Respondent's organization must meet the following:

1. Respondent must submit a programmatic and organizational oriented training plan for all CYD staff, including volunteers, sub-contractor staff, and anyone else working on the contract that includes both initial and on-going training. Staff training must include the following competencies:
 - a. Youth development
 - b. Cultural Competency
 - c. New Employee Orientation
 - d. Evidence-Based or Promising Practice Program Training (when appropriate)

Based on the services proposed, additional training topics may include, but are not limited to:

- a. Child Development
- b. Co-Parenting
- c. Domestic Violence
- d. Effective Collaboration
- e. Impacts of Poverty
- f. Mental Health
- g. Motivational Interviewing
- h. Safe Sleep
- i. Substance Abuse
- j. Shaken Baby
- k. Special Populations
- l. Sustainability
- m. Trauma

Contractor must document all required training in the personnel files and attendees must sign to indicate attendance/completion. All training must be noted in the regular program quarterly reports.

2.8. Minimum Insurance/Bond Standards

2.8.1. Minimum Insurance/Bond Requirements

In order to mitigate risk under this PEN/IFB/RFP's resulting contract, HHSC will require the Contractor to submit all required insurance/bond coverage that meets or exceeds current minimum DFPS insurance requirements and provide the Certificate of Insurance with the signed contract to include in the contract file before this contract is finally executed.

- 2.8.1.1. The Contractor will provide DFPS with documentation that meets these requirements; which can include, but is not limited to insurance policies, accords, certificates, self-insurance plans and/or bonds. DFPS reserves sole discretion to determine whether a document provided to DFPS meets the current minimum insurance requirements, coverage and/or limits.
- 2.8.1.2. All required insurance coverage must be issued from a company or companies that have both: (1) a Financial Strength Rating of "A" or better from A.M. Best Company, Inc.; and (2) a Financial Size Category Class of "VII" or better from A.M. Best Company, Inc.
- 2.8.1.3. All certificates of insurance for required coverage other than workers compensation and professional liability must name the State of Texas and its officers, directors, and employees as additional insureds.
- 2.8.1.4. If the coverage will be provided through a Self-Insurance Plan, then the plan submitted has to demonstrate that it meets or exceeds these requirements.
- 2.8.1.5. If the coverage will be provided through a bond or other financial instrument, then the issuer must be authorized to do business in the State of Texas.
- 2.8.1.6. The following current DFPS minimum insurance coverage and limits must be maintained throughout the resulting contract term:
 - a. *Commercial General Liability Insurance or equivalent insurance coverage including, but not limited to, liability with minimum combined bodily injury (including death) and property damage limits of \$300,000 per occurrence, and \$600,000 aggregate.*
 - b. *Commercial Crime Insurance or equivalent insurance coverage to cover losses from fraudulent and dishonest acts with a minimum limit of \$25,000. The Commercial Crime Insurance or equivalent insurance coverage must include a third party endorsement or equivalent endorsements.*
 - c. *Professional Liability insurance or equivalent insurance coverage to cover losses from errors and omissions during professional services with a minimum limit of \$300,000 per occurrence, and \$600,000 aggregate.*

2.8.2. **Equivalent Insurance Coverage** - When an equivalent insurance coverage is submitted to satisfy the minimum insurance requirements, the contractor's insurance representative must submit written verification of the equivalency for the required minimum insurance coverage. DFPS reserves sole discretion to

determine whether a document provided to DFPS meets the current minimum insurance requirements, coverage and/or limits.

2.8.3. Contractor Notice to DFPS of Any Material Changes - Contractor will immediately provide written notice to DFPS of any material changes to any document submitted under this Subsection; such notification also includes cancellation of coverage before the expiration date (i.e., end of policy period) of the applicable document.

2.8.4. Renewals or New Coverages during Contract Period - Contractor will be responsible for ensuring that any document submitted under this Subsection is current and in full force and effect. If the document has a period of coverage, then the Contractor will ensure that after each renewal, they immediately provide the new coverage document. In the event that the Contractor obtains coverage from a new issuer or insurer, then the Contractor will immediately provide this document to DFPS.

2.8.5. Request for Documents

Contractor will provide any required documents under this Subsection without expense or delay to DFPS.

2.8.6. Proof of Insurance

Unless the contractor is self-insured, a Texas Department of Insurance approved Certificate of Insurance is the only acceptable proof of insurance, the DFPS Certificate of Insurance is preferred. The contractor may attach any supporting documentation to the Certificate of Insurance.

2.9. Service Authorization and Referral

1. Intake Process: Contractor and their subcontractors must have a process for intake and assessment of youths' need(s) for services. The intake process must include completion of the PEI Registration Form (Form 7482), the Youth Pre-Service Protective-Factor for youth ages 10-17 (Form 7465), and the CYD Risk Factor Survey.
2. Transition/Case Closure Procedure: Case closure must include collection of a Post-Service Protective Factors Survey (Form 7465) for youth ages 10-17 and a Parent Satisfaction Survey for youth ages 6-9. When services are completed, the Contractor must document closure of the case on the Client Registration Form and in the PEIS database.
3. Area Information Center 2-1-1: All Contractors must add their services to their Region's 2-1-1 Area Information Center and must update their information appropriately within 30 days of any changes in the scope of their program. Contractor and subcontractor information should also be available on the Texas 2-1-1 website.

2.10. DFPS Prevention and Early Intervention Services (PEIS) Database

CYD Contractors must key-enter all service data, or any future database developed by DFPS, for all participants served through the CYD program into the DFPS PEIS database using a secure internet connection. Data entered into the PEIS database includes the registration information, service data, and outcome data. Contractor must ensure that computer equipment used for data entry meets minimum requirements established by DFPS for efficient connection to the PEIS database (see RFP Attachment B: Certified Computer Assurance Form).

The Contractor must ensure accurate data entry into the PEIS database and must enter all data for a specific month into the system no later than 30 calendar days (or other time determined by DFPS) following the close of the month in which a registration occurred, services were provided, or the file was closed.

In order to be approved for database access, prior DFPS and criminal background check clearance must be obtained. Any person given permission to enter or view CYD data must strictly adhere to DFPS rules, regulations and standards for confidentiality, security and integrity of program data.

The Contractor is responsible for entering all data into the PEIS database.

Note: *Data entry must not be subcontracted out or performed by any subcontracted service provider.*

2.11. Case Records Management – Tracking Referrals

Contractor and subcontractors must track the primary means of recruitment of new clients, including names of the referring agencies/origin of referral, whether services were provided and if subsequent referrals are provided to another social service provider in a self-created referral tracking tool (e.g., basic needs support, healthcare services, and individual counseling).

2.12. Documentation

Contractor must track all services provided in accordance with the Contractor's approved Plan of Operation by utilizing appropriate PEI documentation forms. Contractor must ensure all service documentation is complete, accurate, maintained in an organized fashion, and made available to DFPS staff upon request. Contractor must maintain records in a manner which protects the confidentiality of the families being served. Service Documentation must include, but is not limited to sign-in sheets, particularly for group activities.

Documentation may also include, if applicable:

1. Monthly Service Tracking forms;
2. Case notes, including phone logs, home visiting notes, office visit notes, etc.;
3. Initial and Ongoing assessment tools;
4. Service Plans;

5. Referral Logs; and
6. All services provided by Contractor and their subcontractors (if applicable) must have valid documentation that supports verification of participant attendance, such as sign-in sheets and attendance rolls including a signature certifying the validity of the information, individual/group progress notes, materials/hand-outs used, date and time of service provided, name of organization providing the service, type of service provided, and additional documentation as appropriate to the proposed program.

2.12.1. DFPS Client Form Files

Client files maintained by the Contractor must include, at a minimum, the following DFPS forms: (1) DFPS Registration form, and (2) Risk Factor Survey, DFPS will provide the forms to the Contractor.

The Contractor must choose a pre- and post-survey to utilize with clients to measure program effectiveness. The Contractor may utilize The Developmental Assets Profile, The Attitudes and Behavior Survey, and/or the Youth and Program Strengths Survey, developed by the Search Institute. A link to these resources is included in Attachment C. The Contractor may propose utilizing a different survey or assessment instead of those developed by the Search Institute if they have identified a survey or assessment that better meets the needs of the program.

The Contractor must ensure clients complete a pre-service survey or assessment (either shortly before or at the beginning of the first service session).

The Contractor must ensure clients complete a post-service survey or assessment when the client meets the timeframe for completing services per the performance measures.

The Contractor must maintain the original Pre-Service and Post-Service surveys in the client files.

In the future, DFPS may change or require different assessment forms, ample notice will be provided to contractors prior to necessary implementation.

2.13. Cost Proposal – Budget Forms

Respondent must complete and submit one three month budget (June 1, 2016-August 31, 2016) and one twelve month budget (September 1, 2016-September 31, 2017) using the Budget Form 2030PEI workbook located in Attachment E of this RFP. The Instructions for completing both budgets are located within the [Form 2030PEI](#) workbook itself. .

2.13.1. Administrative Overhead Costs

1. Administrative/Overhead costs should follow CFR 200.4.14 but should be capped at no more than 25% of total budget. Administrative costs include, but are not limited to, the following: procurement; payroll; personnel functions; maintenance and operation of space and property; data processing and computer services; accounting; budgeting; and auditing. This applies to both the fiscal agent and subcontractors.

2.13.2. Cost Allocation Plan

2. When costs are distributed between multiple programs or cost centers, the Respondent must develop and submit a Cost Allocation Plan with its response to ensure all costs are allocated properly with particular attention to personnel, building costs, and equipment. See OMB Uniform Administrative Requirements, Cost Principles, and [Audit Requirements for Federal Awards](#) for details regarding cost allocation plans.
3. When line item costs are distributed between multiple programs or cost centers, the Respondent must provide a description of the allocation methodology used, including specific program areas involved, justification of the allocation methodology, formulas, and a summary of the percentages of the costs charged all programs.

2.13.3. CYD Guidelines for Allowable Food Costs

Guidelines for allowable food costs for clients and staff are located in RFP Attachment D.

2.14. Compensation

2.14.1. Funding

DFPS anticipates the maximum amount of total funding available for all contracts resulting from this RFP is \$8,100,000 for FY 2017 subject to the availability of funds. The estimated range of funding amount of any single contract award is from \$300,000 to \$450,000 per fiscal year.

DFPS does not guarantee funding at any level and may increase or decrease funds at any times during the term of a contract resulting from this procurement.

Awarded Contractors may not use funds received from DFPS to replace any other federal, state, or local source of funds awarded under any other contract. Additionally, Contractors may not use DFPS funds as match (in-kind or cash match) for any other funding opportunity (grant application) in which the awarded Contractor may be participating.

2.15. Performance Measures

HHSC will monitor the performance of the contract issued under this RFP. All services and deliverables under the contract shall be provided at an acceptable quality level and in a manner consistent with acceptable industry standard, custom, and practice.

Goal of the Contract: To prevent delinquency in Target Youths

Output Measures

Output #1: The expected average number of Target Youths are served monthly.

Performance Period: Contractor performance for this output is determined for each month of the contract period, either wholly or partially, depending on the contract start and end dates.

Indicator: Average number of unduplicated Target Youths served in the Contractor's CYD Program each month

Target: The target for this output measure shall be negotiated.

Purpose: To evaluate the Contractor's effort at providing services to youths in the CYD Program

Data Source: PEIS Database

Methodology: The numerator is the total number of unduplicated Target Youths served by the Contractor during the most recent completed month, added to the total number of unduplicated Target Youths served by the Contractor during each previous completed month (if any). The denominator is the total number of completed months. Divide the numerator by the denominator.

Output #2: The expected number of Target Youths are served annually.

Performance Period: Contractor performance for this output is determined annually each state fiscal year but measured quarterly, year to date, for one or more of the following periods of the state fiscal year, wholly or partially, depending on the contract start and end dates.

Indicator: Total number of unduplicated Target Youths served in the Contractor's CYD Program during the state fiscal year

Target: The target for this output measure shall be negotiated.

Purpose: To evaluate the Contractor's effort at providing services to youths in the CYD Program

Data Source: PEIS Database

Methodology: Total number of unduplicated Target Youths with unique client ID numbers that were served by the Contractor during the state fiscal year

Outcome Measures

Outcome #1: 10-17 year old Target Youths served in the Contractor's CYD Program will not engage in delinquent behavior.

Outcome Performance Period: Contractor performance for this outcome is determined annually each state fiscal year.

Outcome Indicator: Percentage of 10-17 year old Target Youths that are not referred to a county juvenile probation program while registered in and receiving services from the Contractor's CYD Program during the state fiscal year

Outcome Target: 95%

Purpose: To evaluate the Contractor's success in providing services that deter delinquent behavior in 10-17 year old Target Youths receiving services from the CYD Program

Data Sources: Texas Juvenile Justice Department database and PEIS database

Methodology: The numerator is the total number of unduplicated 10-17 year old Target Youths served in the Contractor's CYD Program during the performance period who were also referred to a county juvenile

probation program while registered in the Contractor's CYD Program. An existing protocol for matching youth data maintained in the CYD database with youth data maintained by the Texas Juvenile Justice Department database will be used to establish the numerator. The denominator is the total number of unduplicated 10-17 year old Target Youths served in the Contractor's CYD Program during the performance period. Divide the numerator by the denominator, subtract this number from one, multiply by 100 and state as a percentage.

Definitions

Exited – A 10-17 year old youth OR a 6-9 year old child who stopped accepting services during the output performance period without completing the program.

Protective Factors – Personal characteristics or environmental conditions that interact with risk factors to reduce the likelihood of problem behaviors.

Target Youths – Youths through 17 years of age who live in and/or attend school in one of the designated service areas or attend school at another eligible public middle or high school located outside of the designated service area that has at least 30% enrollment from the designated service area as determined by DFPS.

Unduplicated Target Youth – A Target Youth with a unique client ID number who receives at least one service is only counted one time during the performance period.

2.16. Participation and Cooperation with Evaluation Agencies

DFPS is contracting with Texas Universities and other agencies to study the effectiveness of the Community Youth Development (CYD) program statewide. These evaluations will be comprised of focus groups, staff interviews, evaluation studies, literature reviews and statistical studies during FY17-18. Successful Respondents receiving CYD awards under this RFP are required to cooperate with these evaluation efforts.

(The remainder of this page is left intentionally blank)

3. General Instructions and Proposal Requirements

3.1. Vendor Conference

HHSC will conduct a vendor conference on Thursday, July 14, 2016 from 10:00am-12:00pm, CST . The Vendor Conference will be available through webinar and conference call, however Respondents may attend in person if desired. Interested Respondents may register for the webinar at the following web address:

<https://attendee.gotowebinar.com/register/1930909919444126467>

Or call the following conference call number: 877-848-7030 Participant code: 5935164

Or attend in person at the following location:

John H. Winters Building
701 W. 51st Street, Conference Room 510E (5th floor)
Austin, Texas, 78752

Visitors should check in at the Security Desk in the lobby and proceed to the conference room.

Vendor conference attendance is strongly recommended, but is not required.

Respondents may email questions for the conference to the HHSC Point of Contact (see Section 1.2) no later than three (3) days before the conference. HHSC will also give respondents the opportunity to submit oral and written questions at the conference. All questions should reference the appropriate RFP page and section number. HHSC will attempt to respond to questions during the vendor conference, but all DFPS responses are not official until posted in Section 1.3 of this RFP in final form on the [ESBD](#). HHSC reserves the right to amend answers prior to the proposal submission deadline.

People with disabilities who wish to attend the meeting and require auxiliary aids or services should contact the sole point of contact identified in the HHS RFP/solicitation at least 72 hours before the meeting so appropriate arrangements can be made.

3.2. Questions and Comments

All questions and comments regarding this RFP should be sent to the HHSC Point of Contact (see Section 1.2). Questions must reference the appropriate RFP page and section number, and must be submitted by the deadline set forth in Section 1.3. HHSC will not respond to questions received after the deadline. HHSC's responses to vendor questions will be posted to the ESBD. HHSC reserves the right to amend answers prior to the proposal submission deadline.

Respondents must notify HHSC of any ambiguity, conflict, discrepancy, exclusionary specification, omission or other error in the RFP by the deadline for submitting questions and comments. If a respondent fails to notify HHSC of these issues, it will submit a proposal at its own risk, and if awarded a contract: (1) shall have waived any claim of error or ambiguity in the RFP or resulting contract, (2) shall not contest HHSC's interpretation of such provision(s), and

(3) shall not be entitled to additional compensation, relief or time by reason of the ambiguity, error, or its later correction.

3.3. Modification or Withdrawal of Proposal

Prior to the proposal submission deadline set forth in Section 1.3, a respondent may: (1) withdraw its proposal by submitting a written request to the HHSC Point of Contact; or (2) modify its proposal by submitting a written amendment to the HHSC Point of Contact. HHSC may request proposal modifications at any time.

In accordance with Texas Administrative Code Title 1, Part 15, Chapter 391, Subchapter B, §391.201, HHSC reserves the right to waive minor irregularities or genuine mistakes in a proposal and award a contract that is in the best interest of the State of Texas. HHSC may waive a minor irregularity or permit a respondent to correct a minor irregularity in a response, if the irregularity: (1) is purely a matter of form rather than substance; and (2) does not affect price, quality, or delivery of the desired goods or services.

3.4. Multiple Responses

A respondent may submit one or more proposals as a prime contractor. Each proposal must be separately marked and must offer a complete solution in accordance with the RFP requirements.

3.5. No Joint Proposals

HHSC will not consider joint or collaborative proposals that require it to contract with more than one respondent.

3.6. Use of Subcontractors

Subcontractors providing services under the contract shall meet the same requirements and level of experience as required of the respondent. No subcontract under the contract shall relieve the respondent of the responsibility for ensuring the requested services are provided. Respondents planning to subcontract all or a portion of the work to be performed shall identify the proposed subcontractors.

3.7. Texas Public Information Act

3.7.1. General Requirement for the Release of Proposals

Proposals will be subject to the Texas Public Information Act (the Act), located in Texas Government Code [Chapter 552](#) and may be disclosed to the public upon request. Subject to the Act, respondents may protect trade secret and confidential information from public release. If the respondent asserts that information provided in the proposal is trade secrets or other

confidential information, it must be clearly marked such information in boldface type and include the words “confidential” or “trade secret” at top of the page. Furthermore, the respondent must identify trade secret or confidential information, and provide an explanation of why the information is excepted from public disclosure, on the Respondent Information and Disclosures form.

HHSC will process any request from a member of the public in accordance with the procedures outlined in the Act. Respondents should consult the Texas Attorney General’s website (www.oag.state.tx.us) for information concerning the Act’s application to proposals and potential exceptions to disclosure.

3.7.2. Publication of Major Contracts

Texas Government Code [§322.020](#) requires HHSC to provide copies of “major contracts” to the Legislative Budget Board (LBB). If the contract resulting from this procurement falls within the Texas Government Code [§322.020](#) definition of a “major contract,” the LBB will provide the public with access to all contract documents. This includes the proposal, unless the respondent can demonstrate that all or part of the proposal is excepted from disclosure under the Texas Public Information Act. In such cases, the respondent will be responsible for preparing, for HHSC’s approval, an appendix that describes the exempt information contained in the proposal without disclosing its content, as required by Texas Government Code [§322.020 \(d\)](#).

3.8. Instructions for Submitting Proposals

3.8.1. Number of Copies

Submit one (1) original and (1) copy of the proposal. An authorized representative must sign the original in ink. In addition, submit two electronic copies of the entire business and cost proposal on a portable media, such as a thumb drive, compatible with Microsoft Office 2013. The electronic copy must be organized with a file format that corresponds with *Section 3.9, Format and Content*, of the RFP. HHSC will not accept telephone and facsimile proposals. Any disparities between the contents of the original printed proposal and the electronic proposal will be interpreted in favor of HHSC.

3.8.2. Submission

Submit all copies of the proposal to HHSC Procurement and Contracting Services (PCS) Division no later than 2:00pm CDT, on October 3, 2016. All submissions will be date and time stamped when received by PCS. The clock in the PCS office is the official timepiece for determining compliance with the deadlines in this procurement. HHSC reserves the right to reject late submissions. It is the respondent’s responsibility to appropriately mark and deliver the proposal to HHSC by the specified date.

Physical Address for hand delivery and overnight and commercial mail:

HHSC Procurement and Contracting Services (PCS)
Bid Room
Attn: Laura Steadman
1100 W. 49th Street, MC 2020
Service Building (Building S)
Austin, Texas 78756

All proposals become the property of HHSC after submission.

3.8.3. Additional Requirements

All proposals must be:

- clearly legible;
- hard copy must a table of contents and have sections appropriately tabbed.
- sequentially page-numbered and include the respondent's name at the top of each page;
- organized in the sequence outlined in Section 3.15;
- bound in a notebook or cover;
- correctly identified with the RFP number and submittal deadline;
- responsive to all RFP requirements;
- typed on 8½ by 11 paper;
- in Arial or Times New Roman font, size 12 for normal text, no less than size 10 for tables, graphs and appendices; and

Proposals may not include materials or pamphlets or other correspondence (i.e. letters of recommendation) that are not specifically requested in this RFP.

3.9. Format and Content

The proposal must consist of the following parts:

- Part 1 - Business Proposal
- Part 2 - Cost Proposal

3.9.1. Part 1 – Business Proposal

The Business Proposal must include the following sections in this order:

- Section 1 – Executive Summary
- Section 2 – Corporate Background and Experience
- Section 3 – Project Work Plan
- Section 4 – Value-added Benefits
- Section 5 – Assumptions
- Section 7 – HUB Subcontracting Plan
- Section 8 – Certifications and Other Required Forms

3.9.1.1. Section 1 – Executive Summary

In this section, condense and highlight the content of the Business Proposal to provide HHSC with a broad understanding of the respondent's approach to meeting the RFP's business requirements. The summary must demonstrate an understanding of HHSC's goals and objectives for this procurement.

3.9.1.2. Section 2 – Corporate Background and Experience

This section details the respondent's corporate background and experience. If the respondent proposes to use subcontractor(s), it must describe any existing or ongoing relationships with the subcontractor(s), including project descriptions. The section should include the following information:

1. Corporate Background and Experience

Describe the respondent's corporate background as it relates to projects similar in scope and complexity to the project described in this RFP.

Include a description and at least three (3) references from projects performed within the last five (5) years that demonstrate the respondent's ability to perform the Scope of Work described in the RFP. Include contract dates and contact information (customer points of contact, address, telephone number and email address). The respondent must explain whether it performed the work as a prime contractor or subcontractor. If the respondent performed the work as a subcontractor, the respondent must describe the scope of subcontracted activities.

If the proposal includes the use of subcontractors, include a similar description of each subcontractor's corporate background and experience.

2. Résumés

Identify and describe the respondent's and its subcontractor's proposed labor skill set and provide résumés of all proposed key personnel (as defined by the respondent). Résumés must demonstrate experience germane to the position proposed. Résumés should include work on projects cited under the respondent's corporate experience, and the specific functions performed on such projects. Each résumé should include at least three (3) references from recent projects. References may not be the respondent's or subcontractor's employees.

3. Financial Capacity

A Respondent must supply evidence of financial stability sufficient to demonstrate reasonable stability and solvency appropriate to the requirements of this procurement. Respondents must submit a current financial statement plus two (2) years of audited financial reports including all supplements, management discussion and analysis, and actuarial opinions. At a minimum, such financial statements and reports shall include: balance sheet; statement of income and expense; statement of changes in financial position; cash flows; and capital expenditures. If the Respondent is a corporation that is required to report to the Securities and Exchange Commission, it must submit its two most recent SEC Forms 10K, Annual Reports. If any change in ownership is anticipated during the twelve (12) months following the proposal due date, the Respondent must describe the circumstances of such change and indicate when the change is likely to occur.

4. Corporate Guarantee

If the respondent is substantially owned or controlled, in whole or in part, by one or more other legal entities, the respondent must submit the information required under the “Financial Capacity” section above for each such entity, including the most recent financial statement for each such entity. The respondent must also include a statement that the entity or entities will unconditionally guarantee performance by the respondent of each and every obligation, warranty, covenant, term and condition of the contract. If HHSC determines that an entity does not have sufficient financial resources to guarantee the respondent’s performance, HHSC may require the respondent to obtain another acceptable financial instrument or resource from such entity, or to obtain an acceptable guarantee from another entity with sufficient financial resources to guarantee performance.

3.9.1.3. Section 3 – Project Work Plan

Describe the respondent’s proposed processes and methodologies for providing all components of the Mission Results/Scope of Work described in Article 2, including the respondent’s approach to meeting the Project Schedule. Respondent's project work plan **must not exceed 30 pages**. Résumés, required forms, and staffing plan pages are **not** included in the 30 page count.

The Project Work Plan shall include, but is not limited to a detailed description of:

1. Services provided and their intended benefit to participants; including mentoring, YAC, and YLD at a minimum; also include how services will be delivered in a culturally competent manner and how cultural competency is incorporated throughout the service delivery model.
2. Frequency, duration, and availability of services to each participant or family member, including hours, locations, and accessibility;
3. Target population, including gender and ages appropriate for your organization;
4. Program goals and objectives, including three (3) objectives and total expected number of youth served;
5. Start-up activities and plans for youth and family recruitments and subsequent service referrals, and reduction of potential barriers or other accessibility obstacles;
6. Intake and assessment processes including outreach activities of client engagement and retention;
7. Case documentation and closure;

8. Relationship development plans including the Community Collaborative Committee, Community Strengths and Needs Assessment, and community resources; and
9. Outreach activities and other community-based events or activities planned or participated in for the year.

Note: If respondent intends to subcontract any portion of services, a monitoring plan for each proposed subcontractor must be included.

3.9.1.4. Section 4 – Value-added Benefits

Describe any services or deliverables that are not required by the RFP that the respondent proposes to provide at no additional cost to HHSC. Respondents are not required to proposed value-added benefits, but inclusion of such benefits may result in a more favorable evaluation.

3.9.1.5. Section 5 – Assumptions

State any business, economic, legal, programmatic, or practical assumptions that underlie the respondent's response to the Business Proposal. HHSC reserves the right to accept or reject any assumptions. All assumptions not expressly identified and incorporated into the contract resulting from this RFP are deemed rejected by HHSC.

3.9.1.6. Section 6 – Appendices

In response to this Section 3.9.1.6., Section 6 - Appendices, must be submitted as part of the respons provided to this RFP. Please list and attach each appendix as required.

The Community Strengths and Needs Assessment (CSNA)

Attachment B. Certified Computer Assurance Form

Attachment E. Budget for Purchase of Service Contracts (Form 2030PEI (3 months

Attachment E, Budget for Purchase of Service Contracts (Form 2030PEI (12 months)

Attachment F. Services and Performance Measures Chart

3.9.1.7. Section 7 – HUB Subcontracting Plan

Attach the respondent's Historically Underutilized Business (HUB) Subcontracting Plan. Instructions for completing this section are in Article 4 of the RFP.

Submit one (1) copy of the HUB Subcontracting Plan (HSP), in accordance with the RFP, in a separate sealed envelope, with the RFP submission, labeled: HUB Subcontracting

Plan (HSP), and include all signatures and supporting documentation in accordance with the HSP.

3.9.1.8. Section 8 – Certifications and Other Required Forms

Respondents must submit the following required forms with their proposals:

- Child Support Certification;
- Debarment, Suspension, Ineligibility, and Voluntary Exclusion of Covered Contracts;
- Federal Lobbying Certification;
- Nondisclosure Statement;
- Required Certifications;
- Respondent Information and Disclosures;
- Data Use Agreement (DUA); and
- Anti-trust Certification
- Direct Deposit Form

The required forms are located on HHSC's website, under the [HHSC Business Opportunities Webpage](#). HHSC encourages respondents to carefully review all of these forms and submit questions regarding their completion prior to the deadline for submitting questions (see Section 1.3).

3.9.2. Part 2 – Cost Proposal

Respondents should refer to RFP Section 2.14 Funding, for information regarding funding thresholds. **Attachment E, Budget for Purchase of Service Contracts, ([Form 2030PEI](#))**, workbook provides the format and instructions for submitting cost proposals. . **Respondents must complete the Budget Form 2030PEI workbook for FY 17 (for the period of June 1, 2016-August 31, 2017 and then again for FY 18 (September 1, 2017-August 31-2018)** and place them in a separate, sealed package, clearly marked with "Part 2 - Cost Proposal", along with the Respondent's name, the RFP number, and the RFP submission date.

Respondents must base their Cost Proposals on the Scope of Work described in Section 2 of this RFP. This section should include any business, economic, legal, programmatic, or practical assumptions that underlie the Cost Proposal. HHSC reserves the right to accept or reject any assumptions. All assumptions not expressly identified and incorporated into the contract resulting from this RFP are deemed rejected by HHSC.

Respondents must separately identify and describe any value-added benefits, cost-savings and cost-avoidance methods and measures, that it proposes to employ, and the effect of such methods on the Cost Proposal and Scope of Work in its response.

3.9.3. Additional Budget Specific Information

The following additional budget specific information is provided to assist Respondents in budget planning and preparation:

1. Please review the instructions tab found in **Budget for Purchase of Service Contracts, (Form 2030PEI) workbook**,
2. Costs shared between programs must be budgeted using your Cost Allocation Plan.
3. Budget calculations should use two decimal points.
4. Budget calculations should use exact expense figures. Please do not round up or down.
5. Average Monthly Salary - Enter the average monthly salary. Since pay periods vary from agency to agency, the average would be the annual total salary divided by 12.
6. Proposed Salary Increases. If you have an employee currently earning \$2,600.00 per month, and you project a salary increase four months after contract execution, resulting in a monthly salary of \$2,700.00 per month, then please list the position twice, the first line would list the position for 4 months at \$2,600.00 per month, and the second listing would be for 8 months at \$2,700 per month.
7. Salary. Please be consistent with position titles and percentage of time on contract in the budget, budget narrative and your organizational chart.
8. Fringe. Texas Unemployment Compensation Act, (TUCA) calculations restart with each calendar year and is assessed on the first \$9,000 earned per calendar year (not fiscal year).
9. Fringe. Federal Insurance Contribution Act (FICA), is currently calculated at 7.65%.
10. Travel. Vendor's travel expenses, which include, but may not be limited to, transportation, lodging, meals, and incidental expenses and comply with [OMB A-87](#) and [Uniform Grant Guidance \(UGG\)](#).
11. Travel. Mileage is currently \$.54 per mile at the time of RFP publication.
12. Travel. Hotel rates are based on approved Texas rates for in state travel and GSA rates for out of state travel.
13. Travel. Per diem in Texas is \$36 per day at the time of RFP publication. Outside of Texas, use the GSA per diem rate for the out-of-state location.
14. Travel. Meals. For "in-state" meal reimbursement, DFPS reimburses for actual out-of-pocket cost up to \$27 per day for the first and last day of travel associated with overnight stays. Meal reimbursements for overnight stays other than first and last dates of travel remain at actual out-of-pocket cost up to \$36 per day. The reimbursement of meals should not be a flat claim of the maximum reimbursement rate per day. It should be a claim for true out-of-pocket meal cost not to exceed the daily state reimbursement allowance. Itemized receipts must be submitted with the travel claim if groceries are purchased. Groceries purchased for meals can only be purchased one day at a time, for the meals associated with that day. Meal expenses are not reimbursed if they were incurred within 50 miles of the traveler's headquarters or residence.
15. Travel. Provider Orientation Meeting. Budget estimates should include projected expenses for an orientation two day "kick off" meeting to be held in Austin shortly after contract execution and designed to discuss the contract and program requirements in depth and allow Contractors to ask questions. The projected

audience should be those Contractor employees directly involved in the daily development and operation of the new program (i.e. ED/CEO, Program Director, CFO, Operations Manager, Quality Director) but limited to no more than **three** (3) staff for two nights due to conference room space limitations.

16. Travel. Annual Partners In Prevention (PIP) Conference. Budget estimates should include projected expenses for a one day provider meeting followed by a two day conference (total of 3 nights) projected to be in the fall of 2018. Location to be determined but for budgeting purposes, please plan on a hotel rate of \$135 per night (before taxes). Respondents should plan to have at least **two** (2) staff attending the provider meeting and PIP conference. Respondents may, and are encouraged to budget for additional staff to attend the PIP conference, but due to space limitations please only budget for **two** staff to attend the one day provider meeting.
17. Travel. Training and Technical Assistance (T&TA). Please add this line to your travel budget with a value of \$0.00 as a place holder. This is used in case T&TA is needed and travel is involved.
18. Other Costs. Conference Registration Fees. Belong in this category, not in travel. Partners in Prevention (PIP) registration fees will be \$105 per person.
19. Other Costs. Training and Technical Assistance (T&TA). Budgeted costs must include a \$3,500 training and technical assistance allowance. These funds are set aside to be used if and when technical assistance is needed.
20. Methodology for Contract Budget Narrative. Please provide a short explanation of the proposed expense in this column in the "Proposed Budget" Tab.
21. Match Budget. Only applicable if your contract requires match.

3.10. News Releases

Prior to final award, a vendor may not issue a press release or provide any information for public consumption regarding its participation in the procurement. Requests should be directed to the HHSC Point of Contact identified in Section 1.2.

This Section 3.4 does not preclude business communications necessary for a Respondent to develop a proposal or required reporting to shareholders or governmental authorities.

3.11. Incomplete Proposals

HHSC may reject without further consideration a proposal that does not include a complete, comprehensive, or total solution as requested by the RFP.

3.12. State Use of Ideas

HHSC reserves the right to use any and all ideas presented in a proposal unless the respondent presents a valid legal case that such ideas are trade secret or confidential information, and identifies the information as such in its proposal (see Section 3.13). A respondent may not object to the use of ideas that are not the respondent's intellectual property and so designated in the proposal that: (1) were known to HHSC before the submission of the proposal; (2) were in the public domain through no fault of HHSC; or (3) became properly known to HHSC after proposal submission through other sources or through acceptance of the proposal.

3.13. Property of HHSC

Except as otherwise provided in this RFP or the resulting contract, all products produced by a respondent, including without limitations the proposal, all plans, designs, software, and other contract deliverables, become the sole property of HHSC.

3.14. Copyright Restriction

HHSC will not consider any proposal that bears a copyright.

3.14.1. INDEMNITY.

TO THE EXTENT ALLOWED BY LAW, CONTRACTOR WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS AND ITS OFFICERS AND EMPLOYEES, AND DARS AND ITS OFFICERS AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING ATTORNEYS' FEES AND COURT COSTS ARISING OUT OF, OR CONNECTED WITH, OR RESULTING FROM:

- CONTRACTOR'S PERFORMANCE OF THE CONTRACT, INCLUDING ANY NEGLIGENT ACTS OR OMISSIONS OF CONTRACTOR, OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF CONTRACTOR, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF CONTRACTOR, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR**
- ANY BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, RULE, OR BREACH OF CONTRACT BY CONTRACTOR, ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF CONTRACTOR, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF CONTRACTOR, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR**
- EMPLOYMENT OR ALLEGED EMPLOYMENT, INCLUDING CLAIMS OF DISCRIMINATION AGAINST CONTRACTOR, ITS OFFICERS, OR ITS AGENTS; OR**
- WORK UNDER THIS CONTRACT THAT INFRINGES OR MISAPPROPRIATES ANY RIGHT OF ANY THIRD PERSON OR ENTITY BASED ON COPYRIGHT, PATENT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS.**

CONTRACTOR WILL COORDINATE ITS DEFENSE WITH THE TEXAS ATTORNEY GENERAL AS REQUESTED BY DARS. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE THE CONTRACTOR TO INDEMNIFY OR HOLD HARMLESS DARS OR THE STATE FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF DARS OR ITS EMPLOYEES ACTING IN THEIR CAPACITY AS AN EMPLOYEE OF DARS.

IF CONTRACTOR IS A PHYSICIAN OR PSYCHIATRIST, THE STATE OF TEXAS SHALL INDEMNIFY CONTRACTOR IN ACCORDANCE WITH TEX. CIV. PRACT. & REM. CODE, CHAPTER 104.

3.15. Additional Information

By submitting a proposal, the respondent grants HHSC the right to obtain information from any lawful source regarding the respondent's and its directors', officers', and employees': (1) past business history, practices, and conduct; (2) ability to supply the goods and services; and (3) ability to comply with contract requirements. By submitting a proposal, a respondent generally releases from liability and waives all claims against any party providing HHSC information about the respondent. HHSC may take such information into consideration in evaluating proposals.

(The remainder of the page is left intentionally blank)

4. Historically Underutilized Business Participation

In accordance with Texas Government Code [Chapter 2161, Subchapter F, §2161.252 \(b\)](#) a proposal that does not contain a [HUB Subcontracting Plan \(HSP\)](#) is non-responsive; and in accordance with Texas Administrative Code [§20.14\(b\)\(3\)](#). Responses that do not include a completed HUB subcontracting plan in accordance with this subsection shall be rejected due to material failure to comply with Government Code, [§2161.252\(b\)](#).

4.1. Introduction

The sole point of contact for HUB inquires:

Texas Health and Human Services Commission
Joy Simmons, HUB Coordinator
Phone: (512) 406-2595
E-mail: joy.simmons@hhsc.state.tx.us

HHSC is committed to promoting full and equal business opportunities for businesses in state contracting in accordance with the goals specified in the State of Texas Disparity Study. HHSC encourages the use of Historically Underutilized Businesses (HUBs) through race, ethnic and gender-neutral means. HHSC has adopted administrative rules relating to HUBs and a [Policy on the Utilization of HUBs](#) which is located on HHSC's website.

Pursuant to Texas Government Code [§2161.181](#) and [§2161.182](#) and HHSC's HUB policy and rules, HHSC is required to make a good faith effort to increase HUB participation in its contracts. HHSC may accomplish the goal of increased HUB participation by contracting directly with HUBs or indirectly through subcontracting opportunities.

4.2. HHSC's Administrative Rules

HHSC has adopted the CPA's HUB rules as its own. HHSC's rules are located in the Texas Administrative Code [Title 1, Part 15, Chapter 391, Subchapter G](#) and the CPA rules are located in Texas Administrative Code [Title 34, Part 1, Chapter 20, Subchapter B](#). If there are any discrepancies between HHSC's administrative rules and this RFP, the rules shall take priority.

4.3. Statewide Annual HUB Utilization Goal

The CPA has established **statewide annual HUB utilization goals** for different categories of contracts in Texas Administrative Code [Title 34, Part 1, Chapter 20, Subchapter B, §20.13](#) of the HUB rules. In order to meet or exceed the **statewide annual HUB utilization goals**, HHSC encourages outreach to certified HUBs. Contractors shall make a good faith effort to include certified HUBs in the procurement process.

This procurement is classified as an **All Other Services** procurement under the CPA rule and therefore has a **statewide annual HUB utilization goal** of **26.0%** per fiscal year.

4.4. Required HUB Subcontracting Plan

In accordance with Texas Government Code [Chapter 2161, Subchapter F, §2161.252](#) each state agency that considers entering into a contract with an expected value of \$100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest for the contract, determine whether there will be subcontracting opportunities under the contract. If the state agency determines that there is that probability, the agency shall require that each bid, proposal, offer, or other applicable expression of interest for the contract include a historically underutilized business subcontracting plan.

In accordance with Texas Administrative Code [Title 34, Part 1, Chapter 20, Subchapter B, §20.14 \(a\)\(1\)\(C\)](#) of the HUB Rule, state agencies may determine that subcontracting is probable for only a subset of the work expected to be performed or the funds to be expended under the contract. If an agency determines that subcontracting is probable on only a portion of a contract, it shall document its reasons in writing for the procurement file.

HHSC has determined that subcontracting opportunities are probable for this RFP. As a result, the respondent must submit an HSP with its proposal. The HSP is required whether a respondent intends to subcontract or not.

Submit one (1) copy of the HUB Subcontracting Plan (HSP), in accordance with the RFP, in a separate sealed envelope, with the RFP submission, labeled: HUB Subcontracting Plan (HSP), and include all supporting documentation in accordance with the HSP.

In the HSP, a respondent must indicate whether it is a Texas certified HUB. Being a certified HUB does not exempt a respondent from completing the HSP requirement.

HHSC shall review the documentation submitted by the respondent to determine if a good faith effort has been made in accordance with solicitation and HSP requirements. During the good faith effort evaluation, HHSC may, at its discretion, allow revisions necessary to clarify and enhance information submitted in the original HSP.

If HHSC determines that the respondent's HSP was not developed in good faith, the HSP will be considered non-responsive and will be rejected as a material failure to comply with advertised specifications. The reasons for rejection shall be recorded in the procurement file.

4.5. CPA Centralized Master Bidders List

Respondents may search for HUB subcontractors in the CPA's Centralized Master Bidders List (CMBL) HUB Directory, which is located on the CPA's website at <http://www2.cpa.state.tx.us/cmb/cmbhub.html>. For this procurement, HHSC has identified the following class and item codes for potential subcontracting opportunities:

4.5.1. National Institute of Governmental Purchasing (NGIP) Class/Item Code(s):

- 952-17 Child Abuse Identification Treatment and Prevention (Including Sexual Abuse)
- 952-21 Counseling
- 952-59 Human Services
- 952-83 Summer Youth Program
- 952-85 Support Services
- 952-90 Training and Instruction (for clients, not staff)

952-95 Youth Care Services
924-05 Advisory Services, Educational
924-18 Educational Services, Alternative
924-76 Student Activities Services

Respondents are not required to use, nor limited to using, the class and item codes identified above, and may identify other areas for subcontracting.

HHSC does not endorse, recommend nor attest to the capabilities of any company or individual listed on the CPA's CMBL. The list of certified HUBs is subject to change, so respondents are encouraged to refer to the CMBL often to find the most current listing of HUBs.

4.6. HUB Subcontracting Procedures – If a Respondent Intends to Subcontract

An HSP must demonstrate that the respondent made a good faith effort to comply with HHSC's HUB policies and procedures. The following subparts outline the items that HHSC will review in determining whether an HSP meets the good faith effort standard. A respondent that intends to subcontract must complete the HSP to document its good faith efforts.

4.6.1. Identify Subcontracting Areas and Divide Them into Reasonable Lots

A respondent should first identify each area of the contract work it intends to subcontract. Then, to maximize HUB participation, it should divide the contract work into reasonable lots or portions, to the extent consistent with prudent industry practices.

4.6.2. Notify Potential HUB Subcontractors

The HSP must demonstrate that the respondent made a good faith effort to subcontract with HUBs. The respondent's good faith efforts shall be shown through utilization of all methods in conformance with the development and submission of the HSP and by complying with the following steps:

Divide the contract work into reasonable lots or portions to the extent consistent with prudent industry practices. The respondent must determine which portions of work, including goods and services, will be subcontracted.

Select the appropriate method(s) to demonstrate good faith effort. The respondent can use either method(s) 1, 2, 3, 4 or 5:

4.6.2.1. Method 1: Respondent Intends to Subcontract with only HUBs:

The respondent must identify in the HSP the HUBs that will be utilized and submit written documentation that confirms 100% of all available subcontracting opportunities will be performed by one or more HUBs; or,

4.6.2.2. Method 2: Respondent Intends to Subcontract with HUB Protégé(s):

The respondent must identify in the HSP the HUB Protégé(s) that will be utilized and should:

- include a fully executed copy of the Mentor Protégé Agreement, which must be registered with the CPA prior to submission to HHSC, and
- identify areas of the HSP that will be performed by the Protégé.

HHSC will accept a Mentor Protégé Agreement that has been entered into by a respondent (Mentor) and a certified HUB (Protégé) in accordance with Texas Government Code §2161.065. When a respondent proposes to subcontract with a Protégé(s), it does not need to provide notice to three (3) HUB vendors for that subcontracted area.

Participation in the Mentor Protégé Program, along with the submission of a Protégé as a subcontractor in an HSP, constitutes a good faith effort for the particular area subcontracted to the protégé; **or**,

4.6.2.3. Method 3: Respondent Intends to Subcontract with HUBs and Non-HUBs (Meet or Exceed the Goal):

The respondent must identify in the HSP and submit written documentation that one or more HUB subcontractors will be utilized and that the aggregate expected percentage of subcontracts with HUBs will meet or exceed the goal specified in this solicitation. When utilizing this method, only HUB subcontractors that have existing contracts with the respondent for five years or less may be used to comply with the good faith effort requirements.

When the aggregate expected percentage of subcontracts with HUBs meets or exceeds the goal specified in this solicitation, respondents may also use non-HUB subcontractors; **or**,

4.6.2.4. Method 4: Respondent Intends to Subcontract with HUBs and Non-HUBs (Does Not Meet or Exceed the Goal):

The respondent must identify in the HSP and submit documentation regarding both of the following requirements:

- Written notification to trade organizations and/or development centers to assist in identifying potential HUBs of the subcontracting opportunities the respondent intends to subcontract.

Respondents must give trade organizations and/or development centers at least seven (7) working days prior to submission of the respondent's response for dissemination of the subcontracting opportunities to their members. A list of trade organizations and/or development centers is located on CPA's website under the Minority and Women Organization Links.

- Written notification to at least three (3) HUB businesses of the subcontracting opportunities that the respondent intends to subcontract. The written notice must be sent to potential HUB subcontractors prior to submitting proposals and must include:
 - a description of the scope of work to be subcontracted;
 - information regarding the location to review project plans or specifications;
 - information about bonding and insurance requirements;
 - required qualifications and other contract requirements; and
 - a description of how the subcontractor can contact the respondent.
- Respondents must give potential HUB subcontractors a reasonable amount of time to respond to the notice, at least seven (7) working days prior to submission of the respondent's response unless circumstances require a different time period, which is determined by the agency and documented in the contract file.
- Respondents must also use the CMBL, the HUB Directory, and Internet resources when searching for HUB subcontractors. Respondents may rely on the services of contractor groups, local, state and federal business assistance offices, and other organizations that provide assistance in identifying qualified applicants for the HUB program.

4.6.3. Written Justification of the Selection Process

HHSC will make a determination if a good faith effort was made by the respondent in the development of the required HSP. One or more of the methods identified in the previous sections may be applicable to the respondent's good faith efforts in developing and submission of the HSP. HHSC may require the respondent to submit additional documentation explaining how the respondent made a good faith effort in accordance with the solicitation.

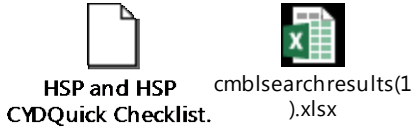
A respondent must provide written justification of its selection process if it chooses a non-HUB subcontractor. The justification should demonstrate that the respondent negotiated in good faith with qualified HUB bidders and did not reject qualified HUBs who were the best value responsive bidders.

4.7. Method 5: Respondent Does Not Intend to Subcontract

When the respondent plans to complete all contract requirements with its own equipment, supplies, materials and/or employees, it is still required to complete an HSP.

The respondent must complete the "Self Performance Justification" portion of the HSP, and attest that it does not intend to subcontract for any goods or services, including the class and item codes identified in Section 4.5. In addition, the respondent must identify the sections of the proposal that describe how it will complete the Scope of Work using its own resources or provide a statement explaining how it will complete the Scope of Work using its own resources. The respondent must agree to comply with the following if requested by HHSC:

- provide evidence of sufficient respondent staffing to meet the RFP requirements;
- provide monthly payroll records showing the respondent staff fully dedicated to the contract;
- allow HHSC to conduct an on-site review of company headquarters or work site where services are to be performed and,
- provide documentation proving employment of qualified personnel holding the necessary licenses and certificates required to perform the Scope of Work.



4.8. Post-award HSP Requirements

The HSP shall be reviewed and evaluated prior to contract award and, if accepted, the finalized HSP will become part of the contract with the successful respondent(s).

After contract award, HHSC will coordinate a post-award meeting with the successful respondent to discuss HSP reporting requirements. The contractor must maintain business records documenting compliance with the HSP and must submit monthly subcontract reports to HHSC by completing the HUB HSP [Prime Contractor Progress Assessment](#).

This monthly report is required as a condition for payment to report to the agency the identity and the amount paid to all subcontractors.

As a condition of award, the Contractor is required to send notification to all selected subcontractors as identified in the accepted/approved HSP. In addition, a copy of the notification must be provided to the agency's Contract Manager and/or HUB Program Office within 10 days of the contract award.

During the term of the contract, if the parties in the contract amend the contract to include a change to the scope of work or add additional funding, HHSC will evaluate to determine the probability of additional subcontracting opportunities. When applicable, the Contractor must submit an HSP change request for HHSC review. The requirements for an HSP change request will be covered in the post-award meeting.

When making a change to an HSP, the Contractor will obtain prior written approval from HHSC before making any changes to the HSP. Proposed changes must comply with the HUB Program good faith effort requirements relating to the development and submission of a HSP.

If the Contractor decides to subcontract any part of the contract after the award, it must follow the good faith effort procedures outlined in Section 4. of this RFP (e.g., divide work into reasonable lots, notify at least three (3) vendors per subcontracted area, provide written justification of the selection process, and/or participate in the Mentor Protégé Program).

For this reason, HHSC encourages respondents to identify, as part of their HSP, multiple subcontractors who are able to perform the work in each area the respondent plans to subcontract. Selecting additional subcontractors may help the selected contractor make changes to its original HSP, when needed, and will allow HHSC to approve any necessary changes expeditiously.

Failure to meet the HSP and post-award requirements will constitute a breach of contract and will be subject to remedial actions. HHSC may also report noncompliance to the CPA in accordance with the provisions of the Vendor Performance and Debarment Program.

5. Proposal Evaluation

HHSC will use a formal evaluation process to select the successful respondent(s). HHSC will consider capabilities or advantages that are clearly described in the proposal, which may be confirmed by oral presentations, site visits, demonstrations, and references contacted by HHSC. HHSC reserves the right to contact individuals, entities, or organizations that have had dealings with the respondent or proposed staff, whether or not identified in the proposal.

HHSC will more favorably evaluate proposals that offer no or few exceptions, reservations, or limitations to the terms and conditions of the RFP, including the awarding agency's UTCs.

5.1. Evaluation Criteria

HHSC will evaluate proposals based on the following best value criteria, in accordance with the Texas Administrative Code [Title 1, Part 15, Chapter 391, Subchapter B, §391.207](#).

The extent to which the Respondent's proposed services meet the needs of HHSC and DFPS and the client(s) for whom the services are being procured as determined by the work plan	35%
Project Work Plan	35%
Respondent Background and Experience	20%
Project Cost with a focus on cost per family served;	10%

5.2. Initial Compliance Screening

HHSC will perform an initial screening of all proposals received. Unsigned proposals and proposals that do not include all required forms and sections are subject to rejection without further evaluation.

In accordance with Section 3.3, HHSC reserves the right to waive minor irregularities or genuine mistakes in a proposal and award contracts that are in the best interest of the State of Texas.

HHSC reserves the right to disqualify respondents that take numerous exceptions to the UTCs. Exceptions not stated on the Respondent Information and Disclosures form will not be considered by HHSC and will be deemed rejected.

5.3. Competitive Range Determinations

HHSC and DFPS may determine that certain proposals are within the competitive range for consideration for negotiation and possible contract award, for proposals that receive the highest or most satisfactory evaluation. DFPS may, in the interest of administrative efficiency, place reasonable limits on the number of proposals that will be included in the competitive range.

5.4. Oral Presentations and Site Visits

HHSC may, at its sole discretion, request oral presentations, site visits, and/or demonstrations from one or more respondents included in the competitive range. HHSC will notify selected respondents of the time and location for these activities, and may supply agendas or topics for discussion. HHSC reserves the right to ask additional questions during oral presentations, site visits, and or demonstrations to clarify the scope and content of the written proposal.

The respondent's oral presentation, site visit, and/or demonstration must substantially represent material included in the written proposal, and should not introduce new concepts or offers unless specifically requested by HHSC.

5.5. Best and Final Offers

HHSC may, but is not required to, permit respondents to prepare one or more revised offers. For this reason, respondents are encouraged to treat their original proposals, and any revised offers requested by HHSC, as best and final offers.

5.6. Discussions with Respondents

HHSC may, but is not required to, conduct discussions with all, some, or none of the respondents included in the competitive range for the purpose of obtaining the best value for HHSC. It may conduct discussions for the purpose of:

- obtaining clarification of proposal ambiguities;
- requesting modifications to a proposal; and/or
- obtaining a best and final offer.

HHSC and DFPS may make an award that represents best value to the State of Texas.

6. RFP Attachments

Attachment A: Parent Involvement Information

Attachment B: Certified Computer Assurance Form

Attachment C: Search Institute 40 Developmental Assets Tool

Attachment D: CYD Guidelines for Allowable Food Costs

Attachment E: Cost Proposal Budget for Purchase of Service Contracts ([Form 2030PEI](#))

Attachment F: Services and Performance Measures Chart

Attachment G: Internal Controls Questionnaire

Attachment A – Parent Involvement Resources

1. Positive Youth Development in the United States
<http://aspe.hhs.gov/hsp/positiveyouthdev99/index.htm>
2. Family Involvement in Expanded Learning Programs for High School Students
<http://www.expandinglearning.org/expandingminds/article/family-involvement-expanded-learning-programs-high-school-students>
3. Afterschool: A Key to Successful Parent Engagement
http://www.afterschoolalliance.org/issue_57_Parent_Engagement.cfm
4. Texans Care for Children
<http://texanscareforchildren.org/Texas-Childrens-Mental-Health-Forum/Quick-Facts>

Kreider, H. M. and Mayer, E. (2006). Improve Family Engagement in After-School Programs. *Our Children*, 32(2), 12-14.

(The remainder of this page is intentionally blank.)

ATTACHMENT B

CERTIFIED COMPUTER ASSURANCE FORM Minimum Computer Requirements

Hardware

- Pentium 350MHz or faster, or Power Macintosh
- Internet connection using a 56K modem or faster (broadband, DSL, or Cable modem is preferred)
- 512mb ram
- Color Monitor set to 800 x 600 resolution or greater

Software

- Windows Vista or above or MAC OS 8.0 or above
- JavaScript enabled Browser:
 - Internet Explorer 8.1 or greater
 - Netscape 9.0 or greater
 - Firefox 3.6 or greater
 - Safari (for Macintosh)
 - Adobe Acrobat Reader and/or MS Excel installed for reports

Network Requirements

- The following Address, IPS, Ports need to be accessible through firewalls:
 - Access the PEI system at <https://peis.dfps.state.tx.us>
 - Access to the PEI server IP and port.
 - Proxy servers need to add the IP address 168.38.210.20 (**gw8675p.dfps.state.tx.us**) to the exclusion list.
 - Firewalls need to permit outbound 168.38.210.20 TCP/UDP 443.
 - The PEI server IP address - 168.40.197.249
 - The site is accessible through Port 443.

Services To At-Risk Youth (STAR) Database

- Java software version 1.6.0_45 (URL for this version is provided by DFPS/PEI).

Additional Change Password URL and Cisco AnyConnect Software

- The Change Password URL and Cisco AnyConnect Virtual Private Network application instructions are provided by DFPS/PEI.

By signing below, I am certifying that the computer equipment used for data entry meets the minimum requirements established by DFPS for efficient connection to the PEIS database or will meet these requirements within 30 days of a notice of contract award.

Organization's Name

Signature of Authorized Official

Date

Attachment C – Search Institute - 40 Developmental Assets



40 Developmental Assets®

Search Institute™ has identified the following building blocks of healthy development that help young people grow up healthy, caring, and responsible.



	Category	Asset Name and Definition
External Assets	Support	1. Family Support -Family life provides high levels of love and support.
		2. Positive Family Communication -Young person and her or his parent(s) communicate positively, and young person is willing to seek advice and counsel from parents.
		3. Other Adult Relationships -Young person receives support from three or more nonparent adults.
		4. Caring Neighborhood -Young person experiences caring neighbors.
		5. Caring School Climate -School provides a caring, encouraging environment.
		6. Parent Involvement in Schooling -Parent(s) are actively involved in helping young person succeed in school.
	Empowerment	7. Community Values Youth -Young person perceives that adults in the community value youth.
		8. Youth as Resources -Young people are given useful roles in the community.
		9. Service to Others -Young person serves in the community one hour or more per week.
		10. Safety -Young person feels safe at home, school, and in the neighborhood.
	Boundaries & Expectations	11. Family Boundaries -Family has clear rules and consequences and monitors the young person's whereabouts.
		12. School Boundaries -School provides clear rules and consequences.
		13. Neighborhood Boundaries -Neighbors take responsibility for monitoring young people's behavior.
		14. Adult Role Models -Parent(s) and other adults model positive, responsible behavior.
		15. Positive Peer Influence -Young person's best friends model responsible behavior.
		16. High Expectations -Both parent(s) and teachers encourage the young person to do well.
Constructive Use of Time	17. Creative Activities -Young person spends three or more hours per week in lessons or practice in music, theater, or other arts.	
	18. Youth Programs -Young person spends three or more hours per week in sports, clubs, or organizations at school and/or in the community.	
	19. Religious Community -Young person spends one or more hours per week in activities in a religious institution.	
	20. Time at Home -Young person is out with friends "with nothing special to do" two or fewer nights per week.	
Internal Assets	Commitment to Learning	21. Achievement Motivation -Young person is motivated to do well in school.
		22. School Engagement -Young person is actively engaged in learning.
		23. Homework -Young person reports doing at least one hour of homework every school day.
		24. Bonding to School -Young person cares about her or his school.
		25. Reading for Pleasure -Young person reads for pleasure three or more hours per week.
	Positive Values	26. Caring -Young person places high value on helping other people.
		27. Equality and Social Justice -Young person places high value on promoting equality and reducing hunger and poverty.
		28. Integrity -Young person acts on convictions and stands up for her or his beliefs.
		29. Honesty -Young person "tells the truth even when it is not easy."
		30. Responsibility -Young person accepts and takes personal responsibility.
		31. Restraint -Young person believes it is important not to be sexually active or to use alcohol or other drugs.
	Social Competencies	32. Planning and Decision Making -Young person knows how to plan ahead and make choices.
		33. Interpersonal Competence -Young person has empathy, sensitivity, and friendship skills.
		34. Cultural Competence -Young person has knowledge of and comfort with people of different cultural/racial/ethnic backgrounds.
35. Resistance Skills -Young person can resist negative peer pressure and dangerous situations.		
36. Peaceful Conflict Resolution -Young person seeks to resolve conflict nonviolently.		
Positive Identity	37. Personal Power -Young person feels he or she has control over "things that happen to me."	
	38. Self-Esteem -Young person reports having a high self-esteem.	
	39. Sense of Purpose -Young person reports that "my life has a purpose."	
	40. Positive View of Personal Future -Young person is optimistic about her or his personal future.	

This page may be reproduced for educational, noncommercial uses only.
 Copyright © 2004 by Search Institute, 615 First Avenue NE, Suite 125, Minneapolis, MN 55413; 800-888-7828; www.search-institute.org.
 The following are trademarks of Search Institute: Search Institute™, Developmental Assets™, and Healthy Communities•Healthy Youth®.

Attachment D - CYD Guidelines for Allowable Food Costs

Food Costs for Clients

The Texas Administrative Code states that food expenses for clients may be considered direct costs and budgeted in contracts, but must follow federal guidelines found in relevant Office of Management and Budget (OMB) Circulars. Basic Guidelines found in the OMB Circulars state that to be considered allowable under federal awards, costs must be “necessary and reasonable for proper and efficient performance and administration of the award” (refer to Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards).

Following these guidelines, the Division of Prevention and Early Intervention (PEI) of the Texas Department of Family and Protective Services (DFPS) allows the costs of snacks and meals only when they are a necessary but subordinate part of the delivery of prevention and early intervention services. Food costs must be shown as necessary to carrying out the purpose of the award. For CYD, this means they must be a necessary cost of providing juvenile crime prevention services. After school programs are the most common example of a CYD service during which food for clients, in the form of an after school snack, may be a reasonable cost. Recognition ceremonies celebrating the successes of clients may also incur reasonable food costs. Food and meal costs for clients are unallowable when they become the central service provided or when the service might have been offered at another time. Banquets are not an allowable food cost. A trip to a restaurant could be considered an entertainment cost, which is strictly unallowable.

DFPS recognizes that program staff working with disadvantaged clients may become aware of children who do not receive regular meals. Community Youth Development funding cannot meet all of a client’s needs. There are other funding streams and programs that can provide food, just as there are other programs to provide medical care, clothing, etc. Additional resources may be identified to address these needs or clients may be referred to other programs.

DFPS also wants to distinguish community events from services to clients. Many CYD ZIP Codes hold community meetings and events in order to promote CYD programs, recruit participants and seek community input in conducting the strengths and needs assessment. Essential costs associated with coordinating these events, such as staff time, copying and mailing of flyers, and supplies may be allowable contract costs when the purpose of the event is to further the goals of the CYD program. Reasonable food costs may be considered for community events that provide outreach to potential CYD clients. All community events sponsored with CYD money must be described in the Plan of Operation and the costs must be clearly outlined in the budget and budget narrative. No food costs for community events will be allowed unless specifically approved as food costs by DFPS in the budget or a budget amendment.

As a guide, CYD contracts should consider the following when budgeting, approving subcontract budgets, and reimbursing subcontractors for food costs for clients:

1. Are the food costs an essential cost of providing CYD services?
2. Would a snack or meal normally be served during the hours the service is being provided?

3. Could a service or activity be planned so that it avoids occurring during mealtime?
4. Is the food provided nutritious?
5. Is the cost of the food a prudent use of CYD money? In other words, would a reasonable person recognize those making cost decisions as good stewards of public monies?
6. Could food costs be donated to support the maximum use of CYD funds for service delivery?

Food Costs for Staff

According to the Texas Administrative Code (TAC), meal costs for employees can be reimbursed only if eating at a facility with clients is a condition of employment or when incurred during approved travel while performing services under the contract. Employee meal costs are allowable only in conjunction with overnight travel of more than 50 miles from their office or residence.

Note: OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards list costs associated with employee morale (arguably food) and meal costs at meetings with the purpose of the dissemination of technical information, as allowable. However, the Texas Administrative Code does not allow food or meal costs other than those outlined above.

(The remainder of this page is intentionally blank.)

**Attachment E - Budget for Purchase of Service Contracts, (Form 2030PEI)
SUMMARY PAGE**

Texas Department of Family and Protective Services

Form 2030PEI

May 31, 2016

Budget for Purchase of Service Contracts			
SUMMARY	Contractor :		
	Contract #		
	Contract Period :		
	PAC #	0	
	Program :	CYD	
Original Approved 2030			
Cost Categories	(A.)	(B.)	(C.)
	Reimbursable	Other (Match)	Program Total
(1A) Personnel - Salaries	\$0.00	\$0.00	\$0.00
(1B) Personnel - Fringe Benefits - by Emp	\$0.00	\$0.00	\$0.00
(1C) Personnel - Fringe Benefits - by Typ	\$0.00	\$0.00	\$0.00
(2) Travel	\$0.00	\$0.00	\$0.00
(3) Supplies and Controlled Assets	\$0.00	\$0.00	\$0.00
(4) Capital Equipment (greater than \$5k	\$0.00	\$0.00	\$0.00
(5) Other Costs	\$0.00	\$0.00	\$0.00
(6) Contractual	\$0.00	\$0.00	\$0.00
Direct Costs Total	\$0.00	\$0.00	\$0.00
Indirect Costs Total	\$0.00	\$0.00	\$0.00
TOTAL	\$0.00	\$0.00	\$0.00
Program Allocation	#DIV/0!	#DIV/0!	#DIV/0!
Certified By :			
Name :			
Title :			
Date :			

Attachment F - SERVICES AND PERFORMANCE MEASURES CHART

1. Please provide the following:

Services Provided by Contractor		
	Name of Contractor/Subcontractor	Program/Service
1		
2		
3		
4		
5		
6		

Output #1: The expected average number of Target Youths are served monthly.

The Expected Average Number of Target Youths Served Monthly.							
	Name of Contractor or Subcontractor	Program/Service	June 2017 through Aug 2017	Sep 17 to Aug 18	Sep 18 to Aug 19	Sep 19 to Aug 20	Sep 20 to Aug 21
1							
2							
3							
4							
5							
6							

Output #2: The expected number of Target Youths served annually.

The Expected Number of Target Youths Served Annually							
	Name of Contractor or Subcontractor	Program/Service	June 2017 through Aug 2017	Sep 17 to Aug 18	Sep 18 to Aug 19	Sep 19 to Aug 20	Sep 20 to Aug 21
1							
2							
3							
4							
5							
6							

CERTIFICATION STATEMENT

It is understood and agreed upon by both parties that the information submitted above is incorporated as part of the contract. No changes can be made without approval of DFPS.

Signature of Person certifying information above:

_____ **Date:** _____
Signature

Attachment G - Internal Controls Questionnaire (ICSQ)



Internal Controls
Questionnaire.doc