



*State of Delaware*

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

# **RFP# CYF18-04**

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

**SERVICE COMPONENTS**

Public Assistance Cost Allocation Plan (PACAP) Development

**INFORMATIONAL BIDDERS CONFERENCE:** NONE

**PROPOSALS DUE:** Wednesday August 22, 2018 by 2 pm ET

**The RFP schedule is as follows:**

Submit all questions to H. Ryan Bolles, DSCYF Procurement Administrator, at [herbert.bolles@state.de.us](mailto:herbert.bolles@state.de.us) **by close of business August 14, 2018** to ensure a posted response prior to proposal due date. Response will be posted where this RFP is posted at [bids.delaware.gov](http://bids.delaware.gov)

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

**Wednesday, August 22, 2018 by 2:00 PM ET** Please submit 1 original proposal marked "**ORIGINAL**". Please submit 4 copies of your proposal marked "**COPY**". Please submit **1 electronic copy of your proposal on CD, DVD or flash drive.**

Proposals **must be delivered on Wednesday, August 22, 2018 by 2:00 PM ET.**  
**Proposals arriving after 2:00pm ET will not be accepted.**

**You are encouraged to double-side copy/print your proposals. Binders are not necessary unless a staple or binder clip isn't possible.**

Express Courier or hand deliver the sealed bids as follows:

State of Delaware  
Ryan Bolles, Grants and Contracts  
1825 Faulkland Road  
Wilmington, DE 19805

**PROPOSAL DELIVERY:**

Although it is not recommended to ship by the US Postal Service, if this is your preferred delivery method, please address as follows:

State of Delaware  
Ryan Bolles, Grants & Contracts  
1825 Faulkland Road  
Wilmington, DE 19805

The proposing firm bears the risk of delays in delivery. The contents of any proposal shall not be disclosed to competing entities during the negotiation process.

As soon as possible The Department will work diligently to complete the proposal review and selection process in an expeditious fashion. While DSCYF reserves the right to contact bidders for additional information proposals are expected to be able to stand alone based upon the written information submitted.

As soon as possible Decisions are expected to be made and awards announced as soon as possible. Initial notification to all bidders will be by email.

## Agency Background

The Department of Services for Children, Youth, and their Families' (DSCYF) mission is "To provide leadership and advocacy for Delaware's children. Our primary responsibility is to provide and manage a range of services for children who have experienced abandonment, abuse, adjudication, mental illness, neglect, or substance abuse; and endorse a holistic approach to enable children to reach their fullest potential." Our vision is to always think of the needs of the child first, so that every child is safe, lives in a stable home, learns and grows in self-esteem, and has a sense of hope about the future.

An overview of DSCYF's four divisions can be reviewed at [www.kids.delaware.gov](http://www.kids.delaware.gov).

## Purpose of the Project

The Department of Services for Children, Youth and Their Families (DSCYF), Division of Management Support Services (DMSS) is requesting proposals for the purpose of awarding funds to one public or private agency to develop a new Department Public Assistance Cost Allocation Plan (PACAP). The resulting contract is necessary to develop and implement a revised PACAP for DSCYF that properly and fully utilizes all allowable federal funding sources, effectively employs allocation methodologies, meets federal and state requirements/regulations, including compliance with Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and reflects all requirements of a state plan. In addition, the successful contractor will be responsible for successfully negotiating the new cost allocation plan with the DHHS, DCA.

Notwithstanding the use of general practices that would be appropriate for utilization in any jurisdiction, the successful bidder will manage and review for the Department a process that is specifically tailored to meet the needs of the state of Delaware. Further, the successful bidder will review the existing training module, provide regular retraining and assist the Department in identifying appropriate staff to train.

## Overview

The scope of work for the contract resulting from this RFP is to review the current DSCYF Cost Allocation Plan and associated department processes and practices and develop and implement a revised Cost Allocation Plan. The plan shall substantiate funding requests from various funding sources and coordinate with the Statewide Cost Allocation Plan (SWCAP). The plan must receive approval from federal funding partners prior to agency acceptance.

The deliverable of the contract resulting from this RFP will be a Public Assistance Cost Allocation Plan (PACAP) that properly and fully utilizes all allowable federal funding sources, effectively employs allocation methodologies, meets federal and state requirements/regulations, including compliance with Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and reflects all requirements of a state plan. In addition, the successful bidder, in conjunction with DSCYF's Fiscal Services Unit, will be responsible for successfully negotiating the new cost allocation plan with the United States Department of Health and Human Services, Division of Cost Allocation (DHHS, DCA).

## Scope of Services Being Bid

Bidders will address in their written proposals the process, methodology, approach, plan and timeline to accomplish the following scope of services:

The successful bidder will be responsible for reviewing/delivering all steps in the screening/application process which include but are not limited to the following:

### Review current Public Assistance Cost Allocation Plan:

- The current PACAP is divided into several sections. Each section is a separate organizational level within the Department. The current plan includes the following offices/agencies within the Department: Division of Management Support Services, Division of Prevention and Behavioral Health Services, Division of Family Services, and Division of Youth Rehabilitative Services.

Review organizational levels and programs within the plan:

- The Department is continuously undergoing reorganization/restructuring changes. The result of this review would identify any changes that are needed to the plan to incorporate these changes.

Review current treatment of Direct, Indirect, and Allocated costs.

Review allocation methodologies/bases and recommend improvements.

Review current cost pools and steps and recommend changes as appropriate.

Recommend changes based upon current program requirements and funding.

Provide required training and support to approximately 10-15 DSCYF staff split into 2 groups for training based on job duties (after implementation of new PACAP).

Please include in your proposal a description of your plan for completing the above items.

The deliverables of the resulting contract for which a separate cost is being requested include the following:

1. Development of a cost allocation plan that:
  - Properly and fully utilizes all allowable federal funding sources
  - Effectively employs allocation methodologies
  - Meets Federal and State requirements/regulations, including compliance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
  - Reflects all requirements of a state plan
2. Successful negotiation and acquisition of approval of the new cost allocation plan with the United States Department of Health and Human Services - Division of Cost Allocation
3. Training and support plan for implementation (approx. 10-15 DSCYF staff split into 2 groups)
4. Provision of assistance to DSCYF in preparing the initial quarterly claim submitted under the new PACAP

The successful bidder shall perform any additional tasks that may reasonably relate to preparation, negotiation, or defense of the plans and proposals prepared for a period of up to three years from the date of the approval of the new negotiated PACAP with DHHS, DCA.

The successful bidder must prepare all CAP documentation and spreadsheets using software compatible with DSCYF requirements. The current DSCYF software requirements are Microsoft Office for Windows 2016.

#### Administrative

With the invoice the successful bidder shall provide monthly reports to the DSCYF contract manager in the manner, time and place approved by DSCYF. The monthly reports shall include the following:

Documentation of contacts with DSCYF

Demonstration of completion of tasks within the proposed timeline (deliverables)

#### Contract Monitoring

The DSCYF Contract Manager or designee(s) will monitor the following and possibly other Contractor activities:

Development of the PACAP;

Successful negotiation and approval of the new PACAP with the United States Department of Health and Human Services - Division of Cost Allocation

#### Contract Auditing

The successful bidder shall maintain books, records, documents and other evidence pertaining to this Contract to the extent and in such detail as shall adequately reflect performance hereunder.

The successful bidder agrees to preserve and make available to the State, upon request, such records for a period of five (5) years from the date services were rendered by the vendor.

The successful bidder agrees to make such records available for inspection, audit or reproduction to any official State representative in the performance of his/her duties under the Contract and an audit can be conducted at any time the State deems necessary.

The successful bidder agrees the cost of any Contract audit disallowances resulting from the examination of the Contractor's financial records will be borne by the successful bidder.

Reimbursement to the State for disallowances shall be drawn from the successful bidder's own resources and not charged to Contract costs or cost pools indirectly charging Contract costs.

#### Timeline

The initial new/revised cost allocation plan is expected to be delivered to DSCYF by 09/15/18 pending the outcome of this RFP, with negotiations to follow. There is an expectation that additional submissions will be necessary through the year to capture comprehensive changes.

#### Compensation and Method of Payment

Fees. It will be expressly agreed upon by the DSCYF and the successful bidder that any and all money due to the Contractor under the resulting contract are earned as a result of DSCYF receiving United States Department of Health and Human Services - Division of Cost Allocation approval for the revised Cost Allocation Plan.

Proposed Rate of Payment. Bidder will submit in the proposal pricing formula/methodology with description of costing strategy.

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

Independent Contractor Status. The successful bidder awarded a contract is considered an independent contractor and is responsible for payment of any and all federal, state or local taxes that may apply.

#### Period of Agreement

The contract resulting from this RFP will begin upon appropriate State of Delaware signatures and end June 30, 2019. However, DSCYF reserves the right to extend the agreement for up to a total of four additional fiscal years without a new RFP. Contracts may be written for a term at the Department's discretion with agreement from the successful bidder. Any contract renewal is based on satisfactory performance and availability of funds.

#### Business License Requirements

Bidders are not required to have a Delaware Business License to bid; however, the successful bidder must have a Delaware Business License OR be able to demonstrate non-profit/not for profit status at the time of contract signature.

### Experience and Demonstrated Ability

Bidder shall submit as part of the proposal a list for the past 3 years of all contracts for like services including the contact person and phone number of the agency awarding the contract to the bidder.

Bidder shall submit as part of the proposal an example of a similar tool or process developed as part one of its contracts from the past 3 years identified on the list requested immediately above.

Bidders shall demonstrate their understanding and/or experience with the development of multi divisional or agency Cost Allocation Plans (DSCYF consists of four operating divisions).

### Proposal Review Criteria

1. Proposed Methodology, Approach And Process Of Implementation (20%)
  - a. Has the bidder addressed the requirements of the RFP?
  - b. Has the bidder proposed appropriate methodologies to achieve goal of project?
  - c. Has the bidder proposed a comprehensive implementation process?
2. Proposed Timeline For Implementation (15%)
  - a. Has the bidder proposed a realistic timeline?
  - b. Has the bidder demonstrated the ability to comply with the proposed timeline?
3. Proposed Follow-Up And On-Going Training (20%)
  - a. Has the bidder proposed a comprehensive and timely plan for initial training and support?
  - b. Has the bidder proposed a comprehensive and timely plan for follow-up and support?
4. Experience/Reputation And Demonstrated Ability (30%)
  - a. Has the bidder demonstrated an appropriate knowledge of Medicaid and IV-E?
  - b. Has the bidder submitted a similar tool or process created for another agency?
  - c. Has the bidders submitted a list of contracts with contact information for similar services for the past 3 years?
  - d. Has the bidder demonstrated success getting Cost Allocation Plans approved by CMS and/or ACF?
  - e. What is the experience of DSCYF or other state/local jurisdictions with the bidder's performance for this or other services?
5. Cost (15%)
  - a. Are the proposed costs competitive compared to other proposals?
  - b. Do the proposed costs seem appropriate compared to market research?
  - c. Do the proposed costs fit within the overall allocation?
  - d. Did the bidder propose an acceptable formula or methodology for payment?

All documents, manuals, spreadsheets and training materials must be provided in a file format compatible with Microsoft Office for Windows 2016.

### Proposal Content Requirements

Bidder must complete, include or provide all of the following items:

1. Completed Bidder Fact Sheet found below and **online with this RFP in MS Word** for easy editing
2. Copy of bidder's current Commercial Liability insurance certification
3. Signed "Assurances" document found in Appendix A
4. Signed "Certifications, Representation, and Acknowledgements" document found in Appendix A
5. Completed "Employing Delawareans Report" document found in Appendix A
6. Comprehensive Narrative responsive to all RFP requirements above
7. Detailed proposed cost(s) methodology

## **APPENDIX A – Bidder Forms and Instructions**

### ***Submission Instructions***

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

#### **I. FORMAT**

Proposals should be printed on 8 1/2" x 11" paper. To be considered all proposals must be submitted in writing and respond to the items outlined in this RFP. Videos will not be presented to the panel. **Binders, color graphics and extensive attachments** are unnecessary. **Double-side copying** is strongly encouraged.

To be considered, bidders must submit a complete response to this RFP. An official authorized to bind the bidder to the proposal must sign proposal documents. The successful bidder must be in compliance with all licensing requirements of the State of Delaware at time of contract execution.

Bidders may be called, only at the discretion of the Department, for an interview concerning their proposal. The State reserves the right to reject any non-responsive or non-conforming proposals.

#### **II. QUESTIONS**

All questions regarding this request should be directed to H. Ryan Bolles at [Herbert.Bolles@State.DE.US](mailto:Herbert.Bolles@State.DE.US) or 302-633-2701. Questions will be forwarded to the appropriate DSCYF program administrators. Updates and answers to significant content questions will be posted on the State's solicitation web site [www.bids.delaware.gov](http://www.bids.delaware.gov) **It is the bidder's responsibility to check the website for updates to this RFP.**

#### **III. ETHICS LAW RESTRICTIONS**

Neither the Contractor, including its parent company and its subsidiaries, nor any subcontractor, including its parent company and subsidiaries, may engage, directly or indirectly, any person who, while employed by the State of Delaware during two years immediately preceding the date any Contract entered into as a result of this request for proposals, gave an opinion, conducted an investigation, was directly involved in, or whom otherwise was directly and materially responsible for said service described herein in this request for proposal in the course of official duties as a state employee, officer or official. The Department shall determine, at its sole discretion, whether a person was directly and materially responsible for said program, project, or contract or any other program, project, or contract related to the service described in any contract entered into as a result of this request for proposals.

#### **IV. PROPOSALS BECOME STATE PROPERTY**

All proposals become the property of the State of Delaware and will not be returned to the contractor. Proposals to the State may be reviewed and evaluated by any person other than competing vendors at the discretion of the State. The State has the right to use any or all ideas presented in reply to this RFP. Selection or rejection of the proposal does not affect this right.

#### **V. RFP AND FINAL CONTRACT**

The contents of the RFP may be incorporated into the final contract and become binding upon the successful bidder. If the bidder is unwilling to comply with the requirements, terms, and conditions of the RFP, objections must be clearly stated in the proposal. Objections will be considered and may be subject to negotiation at the discretion of the State.

## **VI. PROPOSAL AND FINAL CONTRACT**

The content of each proposal will be considered binding on the bidder and subject to subsequent contract confirmation if selected. The content of the successful proposal may be included by reference in any resulting contract. All prices, terms, and conditions contained in the proposal shall remain fixed and valid for ninety (90) days after the proposal due date. Contract negotiations will include price re-verification if the price guarantee period has expired.

## **VII. MODIFICATIONS TO PROPOSALS**

Any changes, amendments or modifications to a proposal must be made in writing, submitted in the same manner as the original response and conspicuously labeled as a change, amendment or modification to a previously submitted proposal. Changes, amendments or modifications to proposals shall not be accepted or considered after the hour and date specified as the deadline for submission of proposals.

## **VIII. COST OF PROPOSAL PREPARATION**

All costs of proposal preparation will be borne by the bidding contractor. All necessary permits, licenses, insurance policies, etc., required by local, state or federal laws shall be provided by the contractor at his/her own expense.

## **IX. EVALUATION REQUIREMENTS AND PROCESS**

The Proposal Review Committee shall determine the firms that meet the minimum requirements pursuant to selection criteria of the RFP and procedures established in 29 Del. C. §§ 6981, 6982. The Committee may interview at least one of the qualified firms. The Committee may negotiate with one or more firms during the same period and may, at its discretion, terminate negotiations with any or all firms. The Committee shall make a recommendation regarding the award to the contracting Division Director of this RFP, who shall have final authority, subject to the provisions of this RFP and 29 Del. C. § 6982 to award a contract to the successful firm in the best interests of the State of Delaware. The Proposal Review Committee reserves the right to award to one or more than one firm, in accordance to 29 Del. C. § 6986.

The Proposal Review Committee shall assign up to the maximum percentage of points as stated previously in this RFP. All assignments of points shall be at the sole discretion of the Proposal Review Committee.

The Proposal Review Committee reserves the right to:

- Select for contract or for negotiations, a proposal other than that with the lowest costs.
- Accept/Reject any and all proposals received in response to this RFP or to make no award or issue a new RFP.
- Waive or modify any information, irregularity, or inconsistency in proposals received.
- Request modification to proposals from any or all contractors during the review and negotiation.
- Negotiate any aspect of the proposal with any firm and negotiate with more than one firm at the same time. The Department reserves the right to contract with more than one vendor.

All proposals shall be evaluated using the same criteria and scoring process. Bidders may be scheduled to make oral presentations in support of their written proposals. However, proposals are expected to stand on their own merits as written. The Review Panel will assess the strength and clarity of any oral presentation and combine the evaluations of both written and oral presentations (when applicable) in determining the overall evaluation of the proposal and in making recommendations. A summary of the Panel's recommendations will be available for review upon request.

**X. REJECTION OF PROPOSALS**

DSCYF reserves the right to reject any/all proposals received in response to this RFP. Any information obtained will be used in determining suitability of proposed support.

Any proposal called "not accepted" will mean that another proposal was deemed more advantageous or that all proposals were not accepted. Respondents whose proposals were not accepted will be notified as soon as a selection is made, or if it is decided, that all proposals are not accepted.

Any proposal failing to respond to all requirements may be eliminated from consideration and declared not accepted.

The proposal must conform to the requirements as stated in the RFP. The State specifically reserves the right to waive any informalities or irregularities in the proposal format.

**XI. RESERVED RIGHTS OF THE DEPARTMENT OF SERVICES FOR CHILDREN, YOUTH AND THEIR FAMILIES**

- Notwithstanding anything to the contrary, the Department reserves the right to:
- Reject any and all proposals received in response to this RFP
- Select for contract or for negotiations a proposal other than that with the lowest costs
- Waive or modify any information, irregularities, or inconsistencies in proposals received
- Consider a late modification of a proposal if the proposal itself was submitted on time; and, if the modifications make the terms of the proposal more favorable to the Department, accept such proposal as modified
- Negotiate as to any aspect of the proposal with any proposer and negotiate with more than one proposer at the same time
- If negotiations fail to result in an agreement within a reasonable period of time, terminate negotiations and select the next most responsive proposer, prepare and release a new RFP, or take such other action as the Department may deem appropriate
- Negotiate a renewal of the contract resulting from this RFP with appropriate modifications.

**XII. STANDARDS FOR SUBCONTRACTORS**

The prime contract with the contractor will bind sub or co-contractors to the terms, specifications, and standards of this RFP, resulting prime contracts, and any subsequent proposals and contracts. All such terms, specifications, and standards shall preserve and protect the rights of the Department under this RFP with respect to the services to be performed by the sub or co-contractor. Nothing in the RFP shall create any contractual relation between any sub or co-contractor and the Department of Services for Children, Youth and Their Families.

All sub or co-contractors must be identified in the Contractor's proposal. The proposal's work plan must also state which tasks the sub or co-contractor will perform. Approval of all sub and/or co-contractors must be received from the Department prior to the contract negotiation.

The prime bidder will be the State's primary contractor.

### **XIII. CONTRACT TERMINATION CONDITIONS**

The State may terminate the contract resulting from this RFP at any time that the Contractor fails to carry out its provisions or to make substantial progress under the terms specified in this request and the resulting proposal.

The State shall provide the Contractor with 15 days notice of conditions which would warrant termination. If after such notice the Contractor fails to remedy the conditions contained in the notice, the State shall issue the Contractor an order to stop work immediately and deliver all work and work in progress to the State. The State shall be obligated only for those services rendered and accepted prior to the date of notice of termination.

With the mutual agreement of both parties, upon receipt and acceptance of not less than 30 days written notice, the contract may be terminated on an agreed date prior to the end of the contract period without penalty to either party.

Notwithstanding any other provisions of this contract, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming or insufficient, through the failure of the State of Delaware to appropriate funds or through discontinuance of appropriations from any source, the State of Delaware shall have the right to terminate this contract without penalty by giving not less than 30 days written notice documenting the lack of funding.

### **XIV. NON-APPROPRIATION**

In the event that the State fails to appropriate the specific funds necessary to continue the contractual agreement, in whole or in part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available, at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds.

### **XV. FORMAL CONTRACT AND PURCHASE ORDER**

The successful firm shall promptly execute a contract incorporating the terms of this RFP within twenty (20) days after the award of the contract. No bidder is to begin any service prior to approval of a State of Delaware Purchase Order by the Secretary of the Department of Finance. The Purchase Order shall serve as the authorization to proceed in accordance with the bid specifications, any special instructions and the Contract terms and conditions.

### **XVI. INDEMNIFICATION**

By submitting a proposal, the proposing firm agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the State of Delaware, DSCYF, its agents, and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the firm, its agents and employees' performance of work or services in connection with the contract, regardless of whether such suits, actions, claims or liabilities are based upon acts or failures to act attributable, in whole or in part, to the State, its employees or agents.

### **XII. LICENSES AND PERMITS**

In performance of this contract, the firm is required to comply with all applicable federal, state and local laws, ordinances, codes, and regulations. The cost of permits and other relevant costs required in the performance of the contract shall be borne by the successful firm. The firm shall be properly licensed and authorized to transact business in the State of Delaware as defined in Delaware Code Title 30, Sec. 2502.

### **XIII. INSURANCE**

Bidder recognizes that it is operating as an independent contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the bidder's

negligent performance under any resulting contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the bidder in its negligent performance under any resulting contract.

The bidder shall maintain at its own cost for the term of any resulting contract and all extensions such insurance as will protect against claims under Worker’s Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. The vendor is an independent contractor and is not an employee of the Department of Services for Children, Youth and Their Families.

During the term of any resulting contract, the successful bidder will, at its own expense, also carry insurance minimum limits as follows:

a.	Commercial General Liability	\$1,000,000 per occurrence / \$3,000,000 aggregate
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And at least one of the following, as outlined below:

b.	Medical or Professional Liability	\$1,000,000 per occurrence / \$3,000,000 aggregate
c.	Misc. Errors and Omissions	\$1,000,000 per occurrence / \$3,000,000 aggregate
d.	Product Liability	\$1,000,000 per occurrence / \$3,000,000 aggregate

The successful bidder must carry (a) and at least one of (b), (c), or (d) above, depending on the type of Service or Product being delivered.

If the contractual service requires the transportation of DSCYF clients or staff, the successful bidder shall, in addition to the above coverages, secure at its own expense the following coverage:

a.	Automotive Liability (Bodily Injury)	\$1,000,000 per occurrence / \$3,000,000 aggregate
b.	Automotive Property Damage (to others)	\$25,000

The bidder shall provide a Certificate of Insurance (COI) as proof that the bidder has the required insurance. The COI shall be provided prior to DSCYF prior to any work being completed by the awarded bidders(s).

The Department of Services for Children, Youth & Their Families shall be named as an additional insured.

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

**XIX. NON-DISCRIMINATION**

In performing the services subject to this RFP, the firm agrees that it will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The successful firm shall comply with all federal and state laws, regulations and policies pertaining to the prevention of discriminatory employment practice. Failure to perform under this provision constitutes a material breach of contract.

**XX. COVENANT AGAINST CONTINGENT FEES**

The successful firm warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement of understanding for a commission or percentage, brokerage or

contingent fee excepting bona-fide employees and/or bona-fide established commercial or selling agencies maintained by the bidder for the purpose of securing business. For breach or violation of this warranty, the State shall have the right to annul the contract without liability or at its discretion and/or to deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

**XXI. CONTRACT DOCUMENTS**

The RFP, the Purchase Order, and the executed Contract between the State and the successful firm shall constitute the Contract between the State and the firm. In the event there is any discrepancy between any of these contract documents, the following order of documents governs so that the former prevails over the latter: Contract, Contract Amendments, RFP, Purchase Order and Vendor Proposal. No other documents shall be considered. These documents contain the entire agreement between the State and the firm.

**XXII. APPLICABLE LAW**

The Laws of the State of Delaware shall apply, except where Federal law has precedence. The successful firm consents to jurisdiction and venue in the State of Delaware.

**XXIII. SCOPE OF AGREEMENT**

If the scope of any provision of this Contract is too broad in any respect whatsoever to permit enforcement to its full extent, then such provision shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of the contract shall not thereby fail, but the scope of such provisions shall be curtailed only to the extent necessary to conform to the law.

**BIDDER FACT SHEET**

**Place as Top Page of Proposal**

RFP Title:                     **CYF 18-04 Public Assistance Cost Allocation Plan (PACAP) Development**

<b>CORPORATE INFORMATION</b>		
Indicate the type of business bidder is or proposes to be if yet to be formed:		
<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Individual
Bidder Name:	_____	
Office Address:	_____	
	_____	
Contact Person:	_____	
Office Phone #:	_____	
Cell Phone #:	_____	
E-mail Address:	_____	

	Certification type(s)	Circle all that apply
<b>COMPANY CLASSIFICATIONS:</b>  Del. CERT. NO.: _____	Minority Business Enterprise (MBE)	Yes No
	Woman Business Enterprise (WBE)	Yes No
	Disadvantaged Business Enterprise (DBE)	Yes No
	Veteran Owned Business Enterprise (VOBE)	Yes No
	Service Disabled Veteran Owned Business Enterprise (SDVOBE)	Yes No

Vendor FEIN: \_\_\_\_\_ Delaware Business License#: \_\_\_\_\_

**(Not required to bid)**

A Delaware Business License is not required to bid, but is required before the time of contract signing if the contractor operates within the State of Delaware. This requirement is waived for non-profits.

**PLEASE SIGN THIS AND SUBMIT WITH THE PROPOSAL**

**ASSURANCES**

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

The organization will complete or provide any information necessary for enrollment in Medicaid requested by the Department, concerning, but not limited to, such areas as licensure and accreditation, Medicaid rates paid by other states for services provided by the organization, the usual and customary charges for medical services, and/or past sanctioning by the Centers for Medicare and Medicaid Services (CMS).

The organization will maintain records, documents, and other required evidence to adequately reflect the service under contract.

The organization agrees to maintain or to make available at a location within the State, such records as are necessary or deemed necessary by the Department to fully disclose and substantiate the nature and extent of items and services rendered to the Department clients, including all records necessary to verify the usual and customary charges for such items and services. Organizations that show cause may be exempted from maintaining records or from making such records available within the State.

The organization understands that all records shall be made available at once and without notice to authorized federal and state representatives, including but not limited to Delaware's Medicaid Fraud Control Unit, for the purpose of conducting audits to substantiate claims, costs, etc., and to determine compliance with federal and state regulations and statutes.

The organization shall retain medical, financial, and other supporting records relating to each claim for not less than five (5) years after the claim is submitted.

The organization will maintain accurate accounts, books, documents, and other evidentiary, accounting, and fiscal records in accordance with established methods of accounting.

In the event that the Contract with the organization is terminated, the organization's records shall remain subject to the Department's regulations.

The organization will physically secure and safeguard all sensitive and confidential information related to the service given. This includes service activities and case record materials.

The organization shall comply with the requirements for client confidentiality in accordance with 42 U.S.C. 290 and/or 290 cc-3.

The organization will cooperate with designated program monitors, consultants, or auditors from the Department of Services for Children, Youth and Their Families or the Criminal Justice Council in connection with reviewing the services offered under contract.

The organization will comply with all applicable State and Federal licensing, certification, and accreditation standards, including the Department's Generic Program Standards, and it will submit documentation of annual renewals of applicable licenses/certifications at whatever point they are renewed during the contract year.

The organization will not let subcontracts without prior approval from the contracting Division.

The organization will attempt to obtain all supplies and materials at the lowest practicable cost and to contain its total cost where possible by competitive bidding whenever feasible.

The organization will, upon signature of the contract, provide written assurance to the Department from its corporate counsel that the organization is qualified to do business in Delaware.

The organization agrees to comply with all requirements and provisions of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Federal Equal Employment Opportunity and Non-Discrimination regulations, and any other federal, state, or local anti-discriminatory act, law, statute, regulation, or policy along with all amendments and revisions of these laws, in the performance of the contract. It will not discriminate against any bidder or employee or service recipient because of race, creed or religion, age, sex, color, national or ethnic origin, handicap, or any other discriminatory basis or criteria.

The organization shall comply with: the Uniform Alcoholism and Intoxication Treatment Act (16 Del.C., Chapter 22 as amended; Licensing of Drug Abuse Prevention, Control, Treatment, and Education Programs (16 Del.C., Chapter 48 as amended); Drug Free Work Place Act of 1988.

The organization shall comply, when applicable, with the Methadone Regulations (21 CFR, Part III), which prohibit use of methadone for children and youth.

The organization will establish a system through which clients receiving the service under contract may present grievances. Clients will be advised of their appeal rights by the organization.

The organization agrees that it is operating as an independent contractor and as such, it agrees to save and hold harmless the State from any liability which may arise as a result of the organization's negligence.

The organization will abide by the policies and procedures of the Department and will comply with all of the terms, conditions, and requirements as set forth in the contract. The organization understands that failure to comply with any of the terms, conditions, and provisions of the contract may result in delay, reduction, or denial of payment or in sanctions against the organization. The organization also understands that penalties may be imposed for failure to observe the terms of Section 1909, Title XIX of the Social Security Act.

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Name of Organization's Authorized Administrator

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Signature of Authorized Administrator

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Date

**PLEASE SIGN THIS FORM AND SUBMIT WITH THE PROPOSAL**

**CERTIFICATION, REPRESENTATION, AND ACKNOWLEDGEMENTS**

By signing below, bidder certifies that:

- They are an established vendor in the services being procured
- They have the ability to fulfill all requirements specified for development within this RFP
- They have neither directly nor indirectly entered into an agreement, participated in any collusion, nor otherwise taken any action in restraint of free competitive bidding in connection with this proposal
- They are accurately representing their type of business and affiliations
- They are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency

The following conditions are understood and agreed to:

- No charges, other than those negotiated into a final contract are to be levied upon the State as a result of a contract.
- The State will have exclusive ownership of all products of this contract unless mutually agreed to in writing at the time a binding contract is executed.

\_\_\_\_\_  
Name of Organization's Authorized Administrator

\_\_\_\_\_  
Signature of Authorized Administrator

\_\_\_\_\_  
Date

**PLEASE COMPLETE AND SUBMIT WITH THE PROPOSAL**

RFP Title: CYF 18-04 Public Assistance Cost Allocation Plan (PACAP) Development

Bidder Name:	
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**EMPLOYING DELAWAREANS REPORT**

As required by House Bill # 410 (Bond Bill) of the 146<sup>th</sup> General Assembly and under Section 30, No bid for any public works or professional services contract shall be responsive unless the prospective bidder discloses its reasonable, good-faith determination of:

1.	Number of employees reasonable anticipated to be employed on the project:	
2.	Number and percentage of such employees who are bona fide legal residents of Delaware:	
3.	Percentage of such employees who are bona fide legal residents of Delaware:	
4.	Total number of employees of the bidder:	
5.	Total percentage of employees who are bona fide resident of Delaware:	
If subcontractors are to be used:		
1.	Number of employees who are residents of Delaware:	
2.	Percentage of employees who are residents of Delaware:	

“Bona fide legal resident of this State” shall mean any resident who has established residence of at least 90 days in the State.