



State of Delaware

DEPARTMENT OF SERVICES FOR CHILDREN,
YOUTH AND THEIR FAMILIES

REQUEST FOR PROPOSALS #CYF15-06

DESCRIPTION

Division of Prevention and Behavioral Health Services

Community Outreach, Referral and Early Intervention
(*INDEPENDENT CONTRACTOR*)
Youth Coordinator (1 award)

BIDDERS' CONFERENCE: No Bidders' Conference will be held
PROPOSALS DUE: BY 2:00 PM WEDNESDAY APRIL 8, 2015

The RFP schedule is as follows:

Date Submit all questions to H. Ryan Bolles, DSCYF Procurement Administrator, at herbert.bolles@state.de.us

None **NO** bidder's conference will be held regarding this RFP.

**Wednesday,
April 8, 2015
by 2:00 PM ET**

Cover Letter and Independent Contractor Proposals shall be submitted as follows:

Please submit 1 original proposal marked "ORIGINAL". Please submit 4 copies or your proposal marked "COPY". Please submit **1 electronic copy of your typed letter and ENTIRE proposal on CD, DVD or flash drive.**

Letter and proposals **must be delivered by 2:00PM ET on April 8, 2015.**

Letters and proposals arriving after 2:00pm ET will not be accepted.

You are encouraged to double-side copy/print your proposals.

Express Courier or hand deliver the sealed bids as follows:

DELIVERY:

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

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

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

The bidder 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. Bidders should plan to be available to respond to questions from the review panel by telephone or in person, if necessary. However, 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 announced by email.

DEPARTMENT OF SERVICES FOR CHILDREN, YOUTH AND THEIR FAMILIES

REQUEST FOR PROPOSALS

This Request for Proposal (RFP) is issued by the State of Delaware's Department of Services for Children, Youth and Their Families' (DSCYF), Division of Prevention and Behavioral Health Services (DPBHS). The Department is seeking proposals from qualified individuals to provide professional services required to implement a recently awarded Federal Grant. The Department is seeking proposals for one professional service as defined below. **The Department is not accepting proposals from agencies.**

CONTEXT: DPBHS has recently received a NITT Healthy Transitions grant from the Substance Abuse and Mental Health Services Administration's (SAMHSA) to fund a 5-year project entitled Community Outreach, Referral and Early Intervention (CORE). CORE is designed to improve long-term outcomes for 16-25 year old Delawareans that have high risk for psychosis or have recently experienced a first episode (past year). Working with key stakeholders, Delaware will improve these outcomes by coordinating the efforts of family and youth service recipients, state agencies, community liaisons and project staff in order to: (1) increase public awareness of psychosis and its early signs; (2) establish a network of informed citizens and professionals to identify, engage and refer youth at possible risk for psychosis; (3) establish personal contacts for those referred within 48 hours to screen for assessment eligibility, (4) deliver assessments to those eligible within 1 week of referral to determine treatment eligibility; (5) deliver treatment to those eligible based on the PIER Model developed by the Maine Medical Center and replicated at 6 sites around the country; (6) evaluate Project CORE's performance through participation in the NITT HT cross-site evaluation and against established benchmarks for outreach and service outcomes; (7) track the effect of race/ethnicity on assessments, service delivery and outcomes and insure that African Americans and Hispanics are adequately represented in CORE; and (8) collaborate with local insurers to guarantee future accessibility and sustainability of this service in Delaware.

How to Respond to this RFP:

A cover letter clearly identifying that the the independent contractor is bidding for the Youth Coordinator contract opportunity must be submitted with a completed proposal addressing all questions and requirements described in this RFP.

Professional service resulting from this RFP is as follows (details provided in subsequent pages):

- Youth Coordinator

Compensation will be negotiated based upon experience and expertise. However, the estimated annual compensation for the Youth Coordinator will range from \$45,000 to \$60,000. Payment structure will likely be made on a monthly basis. The independent contractor is responsible for payment of any and all federal, state or local taxes that may apply. The state will not provide Health Care or Pension Benefits. The successful bidders must accept full payment by conventional check and/or other electronic means and/or procurement (credit) card at the State's option, without imposing any additional fees, costs or conditions.

A Delaware Business License is required of all independent contractors at the time of contract execution, but not at time of proposal submission. Successful bidders must obtain and maintain a Delaware business license for the term of the contractual agreement.

Criteria for evaluating proposals are included below.

DSCYF reserves the right not to award contracts for any or all of the service areas included in this RFP. Contract start dates may vary depending on the length of the negotiations and other factors, but it is the Department's goal to begin service delivery as soon as possible.

It is estimated that the contractual service type listed above will likely require approximately 35-40 hours per week to complete the required tasks.

FOR ANY FORMER AND CURRENT STATE EMPLOYEES WHO ARE INTERESTED IN COMPETING FOR THESE CONTRACTS:

To insure compliance with the State's Code of Conduct post-employment law (which provides that former State employees may not work on State projects if they were directly and materially related to their work as State employees), it is required that current State of Delaware employees who respond to this RFP, also contact Deborah Weaver, Esq. (302-739-2399), attorney for the Delaware Public Integrity Commission. Ms. Weaver will assist such individuals in reviewing their situation, determining if a request to the Commission for advice is needed, and in drafting an appropriate letter to the Commission if necessary. Where such a letter is indicated, it must be submitted for consideration by the Commission at its regularly scheduled monthly meeting.

Individuals wishing to submit a proposal in response to this RFP who receive a pension benefit from the State Employees' Pension Plan are required to complete Form-SS-8 "Determination of Worker Status" with the Internal Revenue Service. The application and findings from the Internal Revenue Service must be reported to the Delaware Board of Pension Trustees for a determination of the individual meeting the definition of employee within the Plan. For more information visit <http://delawarepensions.com>

Criminal Background Check:

Pursuant to 31 Del.C. section 309, bidders **awarded** a contract resulting from this RFP are required to pass a criminal background check (state and federal) performed by the Delaware State Police.

All information required by Delaware Code shall be forwarded to the DSCYF which will assess the information and make a determination of suitability based upon the types of offenses, regency, record since the offenses, and responsibilities of the bidder.

In addition, all bidders awarded a contract will be required to obtain certification from the Department of Services for Children, Youth and Their Families as to whether the individual is named in the Child Abuse Registry as the perpetrator of a report of child abuse.

The contract with the successful bidder will incorporate the two following documents. Please review the documents found at the links below:

1. DSCYF Operating Guidelines

<http://kids.delaware.gov/pdfs/dscyf-op-gl-revisions-v01-31-15.pdf>

2. DSCYF Statement of Agreement (Boilerplate)

http://kids.delaware.gov/pdfs/dscyf_StatementofAgreement_2008.pdf

CONTRACT OPPORTUNITY DESCRIPTION AND REQUIREMENTS

Youth Coordinator

Scope of Work: The Youth Coordinator will be responsible for engaging and supporting teenagers (16-18) and young adults (18-25) in treatment as well as guiding the development and dissemination of messaging and materials for youth in this targeted age group. The Youth Coordinator will:

- Provide peer support to consumers participating in CORE via face-to-face contact and social media;
- Advocate and consult with local experts to guide effective engagement of youth of color and LGBT youth;
- Elicit input from high school and college students for developing youth-informed outreach material;
- Link with current Delaware youth led organizations and evaluate of the feasibility of establishing a Delaware Chapter of Youth M.O.V.E.;
- Work with local high school and higher education institutions to identify curricula that inform students about psychosis and effective symptom management (e.g. NAMI's Breaking the Silence curriculum);
- Assist clinical staff in identifying educational and vocational resources for youth;
- Work with the Project Director to compile and publish a guide ("Maintaining Your CORE") for continued implementation and maintenance of this project in Delaware.

The Youth Coordinator will report directly to the Grant's Project Director.

Requirements and Scoring Weight:

- Bachelor's degree or higher [**Preferred**] [5%];
- Past experience with successfully engaging youth participation in activities or initiatives [15%];
- Past experience with programs that use peer-to-peer support or advocacy [15%];
- Experience with campaigns that promote public awareness of a public issue or population in need [15%];
- Technical proficiency with social media (e.g., internet, texting, Facebook, Twitter) [15%];
- Experience using social media to raise public awareness of a public issue or population in need [10%];
- An understanding of the challenges facing mental health treatment recipients based on personal or professional experience [15%];
- Demonstrated experience working successfully with diverse populations [5%];
- A Proposal that reflects excellent written communication skills [5%].

The bidder's combined educational background, professional experience, and "**lived experience**" as a past consumer of mental health service will be considered when making decision to hire.

Feedback from references along with any experience DSCYF or other state agencies have with the bidder will also be considered as the panel makes a recommendation for contract award.

Overall Proposal Requirements

ALL bidders must address each of the following items in their proposal and/or provide the required documentation.

A numbered response matching the number of every question is required to complete the proposal as is the attachment of specified documents.

1. List previous work which you believe qualifies you to perform the work of the service area for which you are bidding as described in this RFP.
2. List your knowledge, training and/or expertise that is relevant to the work of the service area for which you are bidding as described in this RFP.
3. List any educational degrees, professional credentials and/or licenses relevant to the work of the service area for which you are bidding as described in this RFP.
4. Provide names and contact information for three professional sources who may be contacted by DSCYF for a reference who can attest to your ability to perform the work of the service area for which you are bidding.
5. Include the following documentation:
 - a. Cover letter
 - b. Bidder Fact Sheet (**as page 1 of proposal available for editing where the RFP is posted**)
 - c. Resume or vita outlining your education and experience
 - d. Responses to all questions above (1-4)
 - e. A copy of your valid driver's license
 - f. A copy of any relevant Delaware professional license you hold
6. Include the following signed forms included in this RFP:
 - a. Assurance Form
 - b. Certification, Representation, and Acknowledgements
7. Submission of a proposal for this contract opportunity serves as acknowledgement of the stated proposed compensation as acceptable. No additional budget information is required.

Successful bidders will be required to maintain a reliable source of transportation to statewide meetings, presentations, trainings, etc. for the term of the contract.

Failure to complete these forms will seriously affect the ability of the review panel to evaluate the bidder's proposal and may be a factor in proposal rejections.

BIDDER FACT SHEET

Place as Top Page of Proposal

RFP Title: CYF 15-06 CORE Project Youth Coordinator

BIDDER INFORMATION	
Bidder Name:	_____
Address:	_____ _____ _____
Contact Person:	_____
Phone #:	_____
Cell #:	_____
E-mail Address:	_____

Indicate below all that apply to the bidder:

- Non-Profit Agency Woman Owned Agency Minority Owned Agency Disadvantaged Business Enterprise

Delaware Business License#: _____
(Not required to bid)

A Delaware Business License is not required to bid, but a copy of the license is required at or before the time of contract signing **IF** the bidder will be providing services within the State of Delaware.

ASSURANCES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Name of Organization's Authorized Administrator

Signature of Authorized Administrator

Date

PLEASE SIGN THIS FORM AND SUBMIT WITH THE PROPOSAL
CERTIFICATION, REPRESENTATION, AND ACKNOWLEDGEMENTS

By signing below, bidding contractors certify 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

ATTACHMENT A:

ADDITIONAL BIDDER'S INSTRUCTIONS

DEPARTMENT OF SERVICES FOR CHILDREN, YOUTH & THEIR FAMILIES (DSCYF)

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. Binding, color graphics and extensive attachments are unnecessary.

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 issuing office, for an interview concerning their proposal. The State reserves the right to reject any non-responsive or non-conforming proposals.

II. QUESTIONS

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

III. ETHICS LAW RESTRICTIONS

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

IV. PROPOSALS BECOME STATE PROPERTY

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

V. RFP AND FINAL CONTRACT

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

VI. PROPOSAL AND FINAL CONTRACT

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

VII. MODIFICATIONS TO PROPOSALS

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

VIII. COST OF PROPOSAL PREPARATION

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

IX. EVALUATION REQUIREMENTS AND PROCESS

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

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

The Proposal Review Committee reserves the right to:

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

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

X. REJECTION OF PROPOSALS

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

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

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

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

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

Notwithstanding anything to the contrary, the Department reserves the right to:

- o Reject any and all proposals received in response to this RFP
- o Select for contract or for negotiations a proposal other than that with the lowest costs
- o Waive or modify any information, irregularities, or inconsistencies in proposals received
- o 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
- o Negotiate as to any aspect of the proposal with any proposer and negotiate with more than one proposer at the same time
- o 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
- o 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 workplan 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 receipt of a State of Delaware Purchase Order signed by two authorized representatives of the agency requesting service, properly processed through the State of Delaware. The Purchase Order shall serve as the authorization to proceed in accordance with the bid specifications and the special instructions, once the successful firm receives it.

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

- A. As a part of the contract requirements, the contractor must obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the insurance specified below with a carrier satisfactory to the State.
 - 1. Workers' Compensation Insurance under the laws of the State of Delaware and Employer's Liability Insurance with limits of not less than \$100,000 each accident, covering all Contractors' employees engaged in any work hereunder.
 - 2. Comprehensive Liability -Up to one million dollars (\$1,000,000) single limit per occurrence including:

- a. Bodily Injury Liability -All sums which the company shall become legally obligated to pay as damages sustained by any person other than its employees, caused by occurrence.
 - b. Property Damage Liability -All sums which the company shall become legally obligated to pay as damages because of damages to or destruction of property, caused by occurrence.
 - c. Contractual liability, premises and operations, independent contractors, and product liability.
3. Automotive Liability Insurance covering all automotive units used in the work with limits of not less than \$100,000 each person and \$300,000 each accident as to bodily injury or death, and \$100,000 as to property damage.
- B. Forty-five (45) days written notice of cancellation or material change of any policies is required.

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.