



State of Delaware

DEPARTMENT OF SERVICES FOR CHILDREN,
YOUTH AND THEIR FAMILIES

REQUEST FOR PROPOSALS #CYF 17-03

DESCRIPTION

Division of Youth Rehabilitative Services

SECURE TRANSPORTATION

BIDDERS' CONFERENCE: No Bidders' Conference will be held

PROPOSALS DUE: BY 2:00 PM THURSDAY JUNE 29, 2017

The RFP schedule is as follows:

Submit all questions to H. Ryan Bolles, DSCYF Procurement Administrator, at herbert.bolles@state.de.us by the close of business **June 21, 2017** to ensure a response prior to the proposal due date.

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

**Thursday,
June 29, 2017**

- by 2:00 PM
ET

Independent Contractor Proposals shall be submitted as follows:

Please submit 1 original proposal marked "ORIGINAL". Please submit 6 copies or your proposal marked "COPY". Please submit **1 electronic copy of your proposal on CD, DVD or flash drive.**

Proposals **must** be **delivered by 2:00PM ET on Thursday, June 29, 2017.**

Proposals arriving after 2:00pm ET will not be accepted.

**PROPOSAL
DELIVERY:**

Express Courier or hand deliver the sealed bids as follows:

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 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 necessary cost/benefit analysis in order to determine if awards should be made for secure transportation service. 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 stand alone upon the information submitted.

As soon as possible

A decision whether to contract for secure transportation will be made and announced by email as soon as possible.

SECURE TRANSPORTATION SERVICES RFP

The Department of Services for Children, Youth and Their Families (DSCYF), Division of Youth Rehabilitative Services (DYRS) is exploring the possibility of contracting for secure transportation services for Level V residents detained in Delaware operated facilities. **At this time no decision has been made, and no funds have been allocated. So, no awards are guaranteed.** However, DSCYF is soliciting proposals from qualified transportation companies in order to complete the cost/benefit analysis of contracting for this service. Currently transportation is provided by State employees. Typical secured transport will be scheduled during normal business hours and include transport to and from court, the airport, the hospital, and other identified locations, as well as between facilities. **Transportation to court will last for extended periods of time and include supervision of youth during their time at court.** Other secured transport may also be arranged outside normal business hours as needed. DSCYF authorizes transportation in order to ensure its residents obtain necessary services and attend scheduled appointments and court hearings. Residents for secured transportation services are residents in DSCYF facilities who require safe and secure transportation.

Bidders may propose service costs for one or more counties or statewide for transportation services. Bidders need to be aware of, plan for and address high-risk behaviors in an effort to provide safe and secure transport. Bidders are to submit a proposal indicating how they would comply with all of the requirements herein.

If funds are allocated to fund contracted secure transportation services DSCYF will consider making awards to one or more qualified, reputable companies licensed to conduct business in the State of Delaware and in good standing with DSCYF and/or other jurisdictions, and in compliance with all regulations as required by all levels of State and Federal government for operation of secured commercial transportation vehicle(s). Any resulting contracts will be written for one or more years at the discretion of DSCYF. Contract renewals are contingent upon satisfactory performance and availability of funds for a cumulative total of five years. The initial contract would begin as negotiated. **Note that all current DSCYF transportation providers must respond to this RFP if they desire to be considered for these services. Non-secure transportation services are NOT covered by this RFP.**

I. Scheduling and Compensation

- A. A DYRS employee will authorize transportation to and from a specific location. A DYRS employee will contact the provider to arrange transportation in advance and provide a daily schedule. The provider needs to be available 24 hours a day, 7 days a week, and 365 days a year to provide transportation to DYRS clients. DYRS reserves the right to cancel a transportation request without penalty provided that the provider is not already in route to pick-up youth.
- Escorts: DYRS requires all transports to have two (2) authorized staff present for each transport including the driver. All responses to this RFP should clearly specify whether the provider has the capacity to provide such additional escorts. Female residents will require a female staff be present.
 - DYRS will provide all pertinent information concerning the youth being transported including identity, appropriate medical information, security information, and departure/destination information for each requested transport.
 - All referrals will be for round-trip transportation unless otherwise specified.
- B. Compensation – Bidder proposals must include type of cost unit (e.g. per trip or per mile or per hour) and corresponding rate, and include the courtroom supervision rates either separate or incorporated for transportation for a court hearing.

Reimbursement will be made only for trips resulting in DYRS residents reaching their destination. 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.

For out of state travel, the provider will be responsible for purchasing transportation tickets, paying tolls, and buying meals. Reimbursement for these expenses will be provided at cost with receipts.

II. Terms and Conditions

The provider is responsible for maintaining current licenses, permits, or certifications as required by all levels of State and Federal government for operation of a commercial transportation vehicle(s) for the term of the contract.. This includes, but is not limited to vehicle registration, vehicle and commercial liability insurance, driver's license and business license. DSCYF will place a hold on all referrals if any required documents are expired, suspended or cancelled. Referrals will not be reinstated until DSCYF receives documentation showing the required documents in question have been reinstated.

To ensure the quality of transportation services the provider will comply with all State and Federal licensing standards and all other applicable standards as required to provide services under the Contract. The provider will immediately notify DSCYF in writing of any change in the status of any accreditations, licenses or certifications in any jurisdiction in which they provide services or conduct business. If the change in status of any accreditations, licenses or certifications in any jurisdiction results in a suspension, revocation or general impairment in any jurisdiction, the provider understands that such action may be grounds for termination of the Delaware Contract.

A. Qualifications of Provider

1. Experience in the secure transport of juveniles. The provider shall provide a brief history of their organization, management structure, current services provided, the number and type of personnel employed, the number of years in business, and any other relevant information pertinent to demonstrating the provider's capability.
2. Proposals shall include information which demonstrates the provider has the financial means necessary to operate and provide the transportation required by DYRS.
3. Proposals should include any information regarding the provider's experience in secure transportation of youth with mental health diagnoses and/or special medical issues.
4. Licensed and qualified to do business in the State of Delaware by the time of contract execution
5. Must have in place an operational ground transportation system that operates twenty-four (24) hours per day, seven (7) days per week, and three hundred sixty-five (365) days per year.
6. Must provide a twenty-four (24) hour, seven (7) days per week communication system for access to provider decision makers.
7. Must have vehicles that are suitable for secure youth transport. Proposals shall include a description of the vehicles the provider intends to use if a contract is awarded from this RFP. Vehicles must be properly insured and in good operating condition and all necessary maintenance and repairs will be the provider's responsibility. Vehicles must be properly licensed in accordance with all applicable state and federal regulations. Vehicle size must comply with all State of Delaware code regulations regarding transportation of juveniles.

B. Personnel Requirements

As indicated below, DSCYF must receive all personnel documents for each company driver or escort (new or existing) prior to them transporting DSCYF youth. Referrals will be held if it is identified we have not received the required information.

1. The provider is responsible for assuring that all company drivers and escorts have undergone the State and Federal criminal background checks. All company drivers and escorts must be fingerprinted at a designated Delaware State Police location in order for a Delaware (State) and Federal (National) background check to be completed. The State Bureau of Identification (SBI) will process both the

Delaware State and Federal Bureau of Investigation (FBI) fingerprint information. This process is facilitated **THROUGH DSCYF ONLY**. Provider staff must wait for instructions.

Note: No third party background checks will be accepted.

A company driver or escort must not have an infraction of a type or scope which would make that person ineligible to have direct contact with children as determined by DSCYF.

2. The provider is responsible for submitting all names and identifying information for company drivers and escorts to the DSCYF for a Child Abuse and Neglect Registry check and an Adult Abuse Registry check. If a company driver is listed on either registry he/she must not transport DSCYF youth at any time. If it is identified that a company driver who is listed on either registry drives a DSCYF youth the Contract may be terminated.
3. The provider is responsible for alerting DSCYF of any subsequent criminal arrests, convictions, investigations, or indictments or of any investigations of child abuse/neglect of any of its drivers. Failure to do so could result in suspension of scheduling or termination of the Contract.
4. The provider is responsible for the following standards regarding driver eligibility:
 - Drivers must be at least twenty-one (21) years of age, possess a current state driver's license and appropriate training. All drivers who transport youth in vehicles designed to carry sixteen (16) or more passengers including the driver, are required to have a Class C driver's license and adhere to the Delaware transportation code. The capacity of the vehicle -- not the number of passengers carried -- is the controlling factor;
 - Valid documentation of an applicant's current driving record must be obtained prior to employment to assure the applicant has a safe and competent driving history. For three (3) years prior to transporting DSCYF clients, drivers must not have a D.U.I. conviction or license revocation for D.U.I.; or must not have three (3) or more moving traffic violations on his/her record. Valid documentation of driving record must be obtained annually thereafter for each driver. Annual driving records are due each July. If the required documents are not received by the due dates, DSCYF will place a hold on all referrals until all documents are received.
 - At the time transportation services are rendered, drivers must present a valid, provider-issued identification to DSCYF. A current picture of the driver must appear on the identification and should be displayed at all times.
 - Provider must provide a copy of their health screening policy as it refers to drivers.
 - Provider must provide a copy of their drug and alcohol screening policy as it refers to drivers. The provider must use all appropriate means to assure that drivers are drug and alcohol free while transporting DSCYF clients.
5. Employee Training – The provider must require employee training before an employee may securely transport youth. Evidence of initial training shall be provided to DYRS at the time the employee begins transportation and evidence of on-going or re-certification training must be provided to DYRS at the start of each fiscal year (July). At a minimum, training must include instruction in each of these areas:
 - Use of restraints
 - Secure transportation
 - Searches of detainees
 - Use of force and hands-on intervention
 - Cardiopulmonary resuscitation (CPR) and basic life support; emergency first-aid
 - Map reading and/or the use of GPS technology
 - Defensive Driving
 - Professionalism and Ethics
 - Trauma Informed Care
 - Suicide Awareness

- Juvenile Justice System
- Prison Rape Elimination Act (PREA)
- Sexual Harassment

C. Administrative Requirements

1. The provider is responsible for maintaining all federal, state and/or locally required insurance coverage. During the term of any resulting contract, the provider will, at its own expense, carry insurance minimums as follows:

Bidder recognizes that it is operating as an independent contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney’s fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the bidder’s negligent performance under any resulting contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the bidder in it negligent performance under any resulting contract.

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

The provider shall provide a Certificate of Insurance (COI) as proof that the provider has the required insurance. The COI shall be provided to DSCYF prior to scheduling any DSCYF clients for transportation. The certificate shall identify DSCYF and DYRS as the “Certificate Holder” and “Additional Insured” and shall be valid for the contract’s period. Proper insurance must be maintained at all times. All scheduled transports will be placed on hold if DSCYF receives notification of cancellation and DSCYF must receive proof of reinstatement of coverage from the insurance provider to reinstate transports of DSCYF clients.

2. The provider is responsible for maintaining personnel files on all drivers and escorts that include proof of the State and Federal criminal background checks, annual documentation of driving records, annual physical exam and semi-annual drug screens. The provider must make these records available for examination by representatives of the DSCYF upon request.

3. The provider must maintain records which fully disclose the extent of services provided and, when required, furnish DSCYF and Federal or State representatives with information regarding transportation services.
 - Records must include (but not be limited to) a driver's log that includes the youth's name, address, pick up and drop off site, time of pickup and time of drop off.
4. The provider must maintain office records which address the administrative requirements as follows:
 - Service policies: hours/days of service, booking/dispatch procedures, conditions for denial of service, complaint procedures, reportable events, emergency procedures, and miscellaneous operating regulations;
 - Personnel policies to include safety procedures, use of force, discipline for safety violations, youth mishandling, training programs, drug and alcohol use; defensive driving, CPR, etc.
 - Equipment policies: specifications, maintenance procedures, replacement policy;
 - Vehicle Maintenance Records: vehicle maintenance and safety check records. All maintenance records must comply with the Delaware Department of Motor Vehicle standards and inspections.
5. The provider is responsible for submitting accurate billing claims based on the agreed upon reimbursement.

D. Vehicle Requirements

Youth safety is of primary importance during operation of vehicles used by the provider. DSCYF places particular emphasis on the *safety of the vehicles* transporting youth. The provider must adhere to the following standards and ensure that:

- A basic first aid kit is on each vehicle;
- A regulation size Class B chemical type fire extinguisher is on each vehicle. Extinguisher must have a visible gauge or inspection tag reflecting annual inspections and be placed in easy reach of the driver. The extinguisher must be mounted in a bracket located in the driver's compartment and be readily accessible to the driver and passengers. The extinguisher's pressure gauge must be easily read without moving the extinguisher from its mounted position;
- Seat belts and/or shoulder straps are installed in all vehicles;
- Passenger occupancy will not exceed the vehicle manufacturer's approved seating occupancy;
- Vehicle interior and exterior will be free of hazardous debris or unsecured items;
- Interior vehicle equipment will be secured at all times;
- Vehicles will be operated within manufacturer's safe operating standards at all times;
- Vehicles will display a company identification when transporting DSCYF clients;
- Transportation services are rendered in vehicles that are maintained and kept clean and in good condition at all times.
- Transportation staff shall carry a cell phone or other appropriate communication device.
- Annually, and upon demand the provider shall provide a list of all vehicles used in the transportation of youth under this contract, including proof of ownership, registration, insurance, current inspection and number of miles on vehicle.

E. General Safety Requirements

- The driver must refuse to operate the vehicle as long as any occupant is not seated or not wearing a seat belt and/or shoulder strap as required by Delaware law. Passengers must wear a seat belt at all times, when applicable, with only one passenger per belt;
- The driver must park or stop the vehicle so that youth will not have to cross the street to get to their destination or pickup point;
- The driver must not permit smoking by passengers. The driver and escort(s) shall not smoke while transporting DSCYF clients;

- Passenger windows will not be opened when youth are in transport;
- DYRS reserves the right to cancel a transport without notice or penalty if the transport staff are deemed a risk to the youth.

F. Confidentiality

- The provider must assure that DSCYF clients' confidentiality and privacy rights are protected.
- Drivers and other staff members will NOT TO DISCLOSE names or other identifying information of youth or members of their family using DSCYF-funded secure transportation or receiving DSCYF services.
- At no time shall the transportation staff provide comment or statements to the media or post any information, identifying or not, about the youth (including names, pictures and adjudications) onto social media.
- Any requests from the media regarding the youth being transported shall be referred to DYRS.

G. Potential Award Period

The State makes no guarantee of a contract award resulting from this RFP. If, however, an award is made, the initial contract will likely be for one year with contract renewals available pending availability of fund and satisfactory performance for a maximum of 5-years. 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.

III. Procedures

A. Transportation Duty

1. The provider is responsible for arranging and providing transportation services for DSCYF clients as follows:
 - Arrive at location in a timely manner allowing adequate travel time to destination(s);
 - Always provide professional, courteous and prompt service;
2. Only provider staff trained to transport should transport youth. Inexperienced staff can transport only if accompanied and monitored by experienced staff.
3. Only provider employees in possession of a valid driver's license will transport youth.
4. Only approved transportation routes may be taken and no stops are allowed unless authorized or during an emergency.
5. Appropriate safety/security restraint equipment will be used. The provider is responsible for purchasing their own safety/security restraint equipment which must be approved by DSCYF. This equipment must include handcuffs, belly chains, leg shackles, leg immobilizers, and travel belts.
6. Gender specific representation from provider staff must be in accordance with the gender of the youth(s) being transported.
7. Provider must adhere to the minimum standard of one transportation staff (not including the driver) for every eight (8) youths, unless otherwise requested by DYRS.
8. Transporting staff are required to carry provider issued identification which shall be visible at all times. The identification credentials must clearly identify the employee as a transportation employee. The identification must include a recent photograph of the employee that is at least one square inch in size, the employees name and the date of issuance. The identification must be displayed on the employee's uniform at all times.

9. Transportation staff will receive from DYRS a demographic sheet for each youth being transported that they must carry with them for the duration of the transport.
10. Transporting staff must maintain a travel folder of the following forms to be completed as needed for each youth:
 - Appropriate commitment papers for program admission
 - Youth Intake/Release/Custody Exchange Form (provided by DSCYF) for when the youth is met by another program to complete the transportation to/from a program (i.e. airport exchange).
11. Transportation staff must ensure that a behavior management system is used at all times. DYRS is to receive verbal or written reports about youth behavior during transport.
12. The provider will immediately notify DYRS regarding any unscheduled delay in transport, whether or not beyond the control of the provider, including but not limited to inclement weather, mechanical malfunction, traffic or emergency. Upon request of DYRS, the provider will submit a written report regarding the incident.
13. When transporting youth to another facility, transporting staff will ensure they are releasing youth only to authorized personnel. Staff must verify the identification of the persons to whom the custody of the youth is being transferred (program employee ID or driver's license).
14. The provider shall obtain emergency medical treatment for youth injuries/incidents that occur while in the transporter's custody. DYRS shall reimburse the provider for all medical costs, including but not limited to: transportation to and from any medical facility; pre-existing medical conditions; and/or routine medical treatment for youth whenever deemed necessary. DYRS will not be liable for any medical costs incurred as a result of provider's negligence or any other action deemed the fault of the provider or its representatives.
15. The provider will be responsible for complying with all Reportable Event reporting standards as outlined in the most recent version of the DSCYF Operating Guidelines for Contracted Client Programs/Services which can be found here: http://kids.delaware.gov/mss/mss_contracts.shtml.
16. The provider will be responsible for complying with all PREA reporting standards.
17. The provider and its staff will be considered "Mandatory Reporters" of child abuse and neglect. If abuse or neglect is suspected or reported to the provider or its staff, they are required to contact the Delaware Child Abuse and Neglect Report Line (1-800-292-9582) to make a report.

B. Vehicles

1. Only provider authorized vehicles will be used to transport youth. Transportation staff are not to use their personal vehicles to transport youth.
2. Provider vehicles are required to be caged with the inside door latches removed or disabled for security and safety reasons.
3. The vehicle will be inspected for fuel, oil level, tires, and properly working lights and windshield wipers. If the vehicle is unsafe to operate, youth will not be transported until an alternative vehicle that is safe to operate is available.
4. The vehicle will be inspected for contraband before and after each trip. If contraband is found, transportation staff will report this to DYRS.

5. The transportation staff will ensure that the vehicle is clean and all debris is disposed of appropriately.
6. The driver will complete a Vehicle Usage Log that includes the starting mileage, ending mileage upon arrival/return, and any other appropriate information.
7. The passenger load of the vehicle shall not exceed the manufacturers intended per seat capacity, vehicle capacity or number of seats with proper safety restraints.
8. All drivers, passengers and youth shall wear seat belts.
9. Under no circumstances are youth allowed to operate any vehicle.
10. Smoking in the vehicle is prohibited by staff and youth.
11. Conversation and radio volume must be set at a level to maintain normal conversation within the vehicle and to avoid distraction of the driver.
12. Transportation staff will ensure that the vehicle is properly climate controlled and ventilated when transporting youth.
13. The driver of the vehicle must comply with all local and state cell phone use laws when operating the vehicle. Cell phone use by the driver while the vehicle is operating should be limited to emergencies only and must be hands-free. Any cell phone use by youth is strictly prohibited.
14. Vehicles must be equipped with efficient communications systems that are capable of immediately notifying local law enforcement officials in the event of an escape.

C. Clothing

1. All transportation staff will wear a uniform issued by the provider that clearly identifies them as employees of the provider.
 - Uniforms must prominently feature a badge or insignia that identifies the employee as a secure transportation employee
 - Uniforms must be worn at all times while the employee is engaged in the transportation of youth
2. Youth transported from the detention center must be in institutional clothing provided by DYRS. Youth admitted to detention from Family Court will be transported in their own clothing. Personal items of youth admitted from court should be either left with family or transported in a separate bag by transportation staff.

D. Use of Restraints

1. In transporting youth, the use of restraints will be utilized for all detained youth, youth from Level V secure programs, youth who are assessed as high risk and youth entering placement from the community.
 - Restraint equipment must be approved and authorized by DYRS Administration
 - Restraint equipment includes handcuffs, belly chain without attached handcuffs, leg shackles, leg immobilizers, and/or travel belts.
2. All youth will be transported with handcuffs and leg shackles unless the DYRS Superintendent instructs otherwise.
3. Pregnant girls will not be restricted by travel belts or leg shackles.

4. Any youth with a known injury or medical condition will be mechanically restrained in accordance with instructions given by DYRS to transportation staff. DYRS policy will indicate how this communication is made prior to the transportation.
5. Youth will be handcuffed in the front, utilizing a travel belt.
6. Handcuffs are to be snug, but not impede blood flow to the hands and fingers. The handcuff keyhole will be positioned away from the youth's hands and fingers and double locked.
7. Youth will not be handcuffed together in the vehicle.
8. Youth will not be handcuffed to the vehicle at any time.
9. Transportation staff shall physically hold the Level V youth when they are being escorted to and from the transporting vehicle. Staff must position themselves to view all of the youth being escorted. Staff should never lead the group with no supporting staff to assist with supervision.
10. Transportation staff will maintain control over the youth at all times.

E. Security Safeguards

1. If a situation exists where reasonable force is necessary to maintain the safety of the youth, other people or staff, transportation staff shall adhere to all DYRS policies regarding force and hands-on intervention (see attachment B).
2. Transportation staff will not discuss the details of the transport (itinerary, restraints, stops, etc.) with the youth or their family members.
3. Youth committed to detention from court will be searched by transportation staff and any and all personal items shall be removed from their person. Personal items will be transported in such a way that the youth will not have access to them.
4. CAP-STUN or other chemical deterrents are not to be used or carried at any time by transportation staff.
5. The transporting staff shall report any youth behaviors, medical needs, or any form of crisis intervention required during the transport to the receiving party that would aid in the security, safety, and supervision of the youth. Negligence by the transportation staff exposes that person to civil and/or criminal litigation, as well as places the provider at risk of having this Contract terminated.
6. When transporting to a hospital, the transportation staff are to inform hospital security of their impending arrival, use of restraints, and to inquire about which entrance to use.

F. Airplane Transportation/Escorts

1. When transporting to an airport, transportation staff shall call airport security prior to departing to advise of their arrival time, use of restraints, and to inquire about which entrance to use.
2. Upon arrival at the airport, transportation staff will check in with airport security or police and request that security/police remain present with transportation staff until plane boarding.
3. Transportation staff must follow all airport security protocols for boarding.
4. Upon arrival at the destination, transportation staff must follow all pre-arranged security debarking procedures and continue with the designated itinerary for transporting the youth.

5. If transportation staff experience a problem with a youth, they are to immediately request the assistance of security or law enforcement. Staff identification and all transportation paperwork must be shown.

G. High-Risk Transports

1. Pre-determined and applicable security methods will be practiced for transportation of youth who pose a severe threat to public safety, safety of transportation staff, or other youth and are determined to be “high-risk” by DYRS. The high risk classification may be due to serious criminal charges, community or media interest, legal history, escape or attempted escape history, or potential escape concerns. If a youth is considered high-risk DYRS will request additional transportation support staff. Proposals should demonstrate the provider’s ability to transport high-risk youth with specific details as to how these transports differ from regular secure transports.
 - Only trained staff will transport high-risk youth
 - At least two staff shall be assigned to the transport. One staff will drive the vehicle and the other staff will sit next to the youth.
 - Youth classified as high-risk shall be transported separately from other youth.

H. Escapes

1. The provider must be sufficiently equipped to provide immediate notification to law enforcement in the event of youth escape. Law enforcement officials must receive notification as soon as possible but no later than 15 minutes after an escape is detected unless provider can demonstrate that extenuating circumstances necessitated a longer delay.
2. Provider must ensure the safety and security of the remaining youth.
3. Provider must provide notification of all escapes as soon as practicable to DYRS, following Reportable Event protocol.
4. Provider must provide complete descriptions of the escapee and the circumstances surrounding the escape to local law enforcement.
5. Provider must document the events surrounding the escape and provide such to DYRS.

I. Courtroom Supervision

1. The provider will be responsible for providing direct supervision for all youth transported to court while they remain at court. This includes time spent in holding awaiting court hearings as well as during court hearings in the courtroom. Typical days at court range from 8:30 am to 5:00 pm.
2. The provider will be provided with meals by DSCYF for youth they are transporting to court with a few extra meals provided for any youth ordered into the custody of DYRS while at court.
3. The provider will be responsible for transporting any youth ordered into the custody of DYRS while at court to the detention center during the return trip. The provider will perform a search of the youth and confiscate all personal items, which will be transported separately.
4. Any youth ordered to be released from secure detention will be transported back to the detention facility by the provider where DSCYF will process their release.
5. In order to utilize restraint equipment during court proceedings in accordance with national best practices and Trauma Informed Care, and to allow for the youth to participate in their own legal defense, youth will be released from cuffs and belly chains during courtroom proceedings.

- Any requests to have the cuffs and belly chains remain on a youth must be done within the guidelines of DYRS policy 5.13 (Courtroom Supervision).
- If the request is approved and/or if the judge or commissioner directs provider staff to keep the restraint equipment on the youth, the provider staff shall not remove the handcuffs or belly chain from the youth.
- All youth, with the exception of pregnant females and youth with medical conditions that prohibit the use of restraint equipment, will be escorted into the courtroom with shackles, handcuffs and a belly chain appropriately applied.
- Provider staff will remove handcuffs and belly chain from the youth and direct them where to sit.
- Provider staff will never leave the youth in the courtroom unattended.
- Provider staff must position themselves between the exits and the youth and remain in close proximity to the youth in order to respond to potential behaviors quickly.
- Once the courtroom proceedings are completed, the youth will stand and the provider staff will re-secure the handcuffs and belly chain to the youth prior to removing them from the courtroom to the holding area.

IV. Data

The vast majority of transports take place on the weekdays, although there could be an occasional weekend transport required. The data shown is the monthly number of youth that were transported by DYRS – New Castle County Detention Center in 2016:

Transported to:	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC
Leonard L. Williams Justice Center (formerly New Castle County Courthouse)	82	107	93	114	106	85	99	88	97	100	74	83
Kent Family Court	0	0	1	1	1	0	0	0	1	1	2	1
Sussex Family Court	0	0	0	0	0	0	0	0	0	0	2	0
JP Court 10	1	2	2	2	1	2	0	2	1	0	0	4
Stevenson House Detention Center	6	11	2	1	1	2	2	10	3	13	0	14
Local Medical/Dental/Eye Doctor appointments	38	29	35	60	34	61	62	73	58	56	31	53
Out of State (30 + miles) Placements	1	2	2	1	3	4	2	2	1	1	1	1

The data shown is the monthly number of youth that were transported by DYRS – Stevenson House Detention Center in 2016:

Transported to:	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC
Leonard L. Williams Justice Center (formerly New Castle County Courthouse)	1	5	4	1	1	3	3	3	2	0	0	1
Kent Family Court	31	42	32	46	60	45	29	45	38	22	36	25
Sussex Family Court	12	12	17	12	13	15	23	16	13	11	21	17
Kent Superior Court	2	2	0	0	2	2	5	3	4	4	2	3
Sussex Superior Court	1	1	2	1	1	3	3	0	0	1	1	1
JP Court	0	0	0	4	1	0	0	1	0	0	0	0
New Castle County Detention Center	2	0	1	3	0	2	2	2	1	2	0	5
Local Medical/Dental/Eye Doctor appointments	16	12	14	7	18	14	6	16	5	1	7	8
In-state placements	3	2	3	4	8	3	4	2	4	4	3	8

The following is a list of the most common local locations of transport including addresses:

Location	Address
New Castle County Detention Center	963 Centre Rd., Bldg #14 Wilmington, DE 19805
Ferris School for Boys	959 Centre Road, Building #15 Wilmington, DE 19805
Stevenson House Detention Center	750 North DuPont Boulevard Milford, Delaware 19963
Leonard L. Williams Justice Center (formerly New Castle County Courthouse)	500 North King Street Wilmington, DE 19801
Kent County Family Court	400 Court Street Dover, DE 19901
Sussex County Family Court	22 The Circle Georgetown, DE 19947
Justice of the Peace Court 10 (New Castle County Truancy Court)	210 Greenbank Road Wilmington, DE 19808
Justice of the Peace Court 7 (Kent County Truancy Court)	480 Bank Lane Dover, DE 19904
Justice of the Peace Court Truancy Court (Sussex County)	408 E. Stein Highway Seaford, DE 19973
Kent County Courthouse (Superior Court)	414 Federal Street Dover, DE 19901
Sussex County Courthouse (Superior Court)	1 The Circle, Suite 2 Georgetown, DE 19947

V. Performance Expectations:

- Youth will remain safe 100 % of the time while in provider’s vehicle or supervision;
- The provider will ensure all personnel, vehicle and administrative requirements are in compliance with the contractual standards;

- The provider will arrive at pick-up locations and deliver youth to appointed destinations in a timely manner;
- The provider will notify DYRS in a timely manner of any reportable events or failure to keep a scheduled transportation appointment.
- The provider will ensure adequate and appropriate court supervision and use of restraints in courtrooms.

VI. Proposal Evaluation/Scoring:

- Pricing [20%]
- Organizational experience providing successful secure transportation services for a similar population over a period of time [20%]
- Demonstrated knowledge of the challenges of this service and population [20%]
- Experience providing supervision in a courthouse setting [20%]
- Quality of training for staff (see section II.B.5. of the RFP for list) [15%]
- Speed of post award start-up period [5%]

Bidders shall describe or include the following:

- Organization experience providing secure transporting including a contract list for jurisdictions where services have been provided
- Experience, knowledge and understanding of the challenges providing this service with this population
- Experience with courthouse supervision
- Overall training program
- Estimated ability to begin providing services once a contract is awarded
- Include provided forms in Attachment B: Bidder Fact Sheet (also available in MS Word online); Assurances; Certifications; Employing Delawareans Report (also available in MS Word online)
- Include all proposed rate variations

ATTACHMENT B:

REQUIRED BIDDER'S FORMS
AND INSTRUCTIONS

DEPARTMENT OF SERVICES FOR CHILDREN, YOUTH & THEIR FAMILIES

Submission Instructions

Failure to follow Departmental procedures may disqualify a bidder organization.

I. FORMAT

Proposals must be printed on 8 1/2" x 11" paper and should be formatted with 1" margins using **size 12** Times New Roman font. 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 proposals. The successful bidder must be in compliance with all licensing requirements of the State of Delaware if applicable.

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

II. QUESTIONS

All questions shall be submitted as instructed on page 2 of this RFP. RFP updates and answers to substantive content questions will be posted on the State's solicitation portal at www.bids.delaware.gov. **Please check for updates regularly.**

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 number of points as stated above for each Evaluation Item to each of the proposing firms. 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 award 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 bidder and negotiate with more than one bidder at the same time. The Department reserves the right to award with more than one bidder.

All proposals shall be evaluated using the same criteria and scoring process. The criteria stated previously in the RFP shall be used by the proposal review committee to review proposals. Bidders may be scheduled to make oral presentations in support of their written proposals. 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 of the Proposal Procedures and the Required Information Sections of the RFP. The State specifically reserves the right to waive any informalities or irregularities in the proposal format or content.

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 (unless renegotiated in the contract) 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 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.

XVII. 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.

XVIII. INSURANCE

- 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 all required commercial liability insurance with a carrier satisfactory to the State.
- 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 bidder 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 bidder Proposal. No other documents shall be considered. These documents contain the entire agreement between the parties.

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.

XXIV. TEMPORARY PERSONNEL ARE NOT STATE EMPLOYEES UNLESS AND UNTIL THEY ARE DIRECTLY HIRED

Each successful bidder agrees that any individual or group of temporary staff person(s) provided to the Department pursuant to the resulting Contract(s) shall remain the employee(s) of successful bidder(s) for all purposes including any required compliance with the Affordable Care Act by the successful bidder(s). successful bidder(s) agrees that it shall not allege, argue, or take any position that individual temporary staff person(s) provided to the Department pursuant to this Contract must be provided any benefits, including any healthcare benefits by the Department and successful bidder(s) agrees to assume the total and complete responsibility for the provision of any healthcare benefits required by the Affordable Care Act to aforesaid individual temporary staff person(s). In the event that the Internal Revenue Service, or any other third party governmental entity determines that the Department is a dual employer or the sole employer of any individual temporary staff person(s) provided to the Department pursuant to this Contract, successful bidder(s) agrees to hold harmless, indemnify, and defend the Department to the maximum extent of any liability to the Department arising out of such determinations.

Notwithstanding the content of the preceding paragraph, should the Department subsequently directly hire any individual temporary staff employee(s) provided pursuant to this Contract, the aforementioned obligations to hold harmless, indemnify, and defend the Department shall cease and terminate for the period following the date of hire. Nothing herein shall be deemed to terminate the successful bidder(s)'s obligation to hold harmless, indemnify, and defend the Department for any liability that arises out of compliance with the ACA prior to the date of hire by the Department. Successful bidder will waive any separation fee provided an employee works for both the successful bidder and Department, continuously, for a three (3) month period and is provided thirty (30) days written notice of intent to hire from the Department. Notice can be issued at second month if it is the Department's intention to hire.

BIDDER FACT SHEET

PLEASE COMPLETE AND PLACE AS TOP PAGE OF EACH PROPOSAL

RFP Title: CYF 17-03 Secure Transportation Services

Indicate proposed catchment areas to be served (check all proposed):

- New Castle
- Kent County
- Sussex County
- Statewide

BIDDER INFORMATION		
Indicate the type of business bidder is or proposes to be if yet to be formed:		
Corporation	Partnership	Individual
Bidder Name: _____		
Office Address: _____ _____		
Contact Person: _____		
Office Phone #: _____		
Cell Number: _____		
E-mail Address: _____		

COMPANY CLASSIFICATIONS	Certification type(s)	Circle all that apply	
	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
CERT. NO			

Vendor Tax ID#: _____ 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 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 applicant 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 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 have included in their quotation all costs necessary for or incidental to their total performance under contract
- Within the past five (5) years neither your firm, any affiliate, any predecessor company or entity, owner, Director, officer, partner or proprietor has been the subject of a Federal, State, or Local government suspension or debarment

The following conditions are understood and agreed to:

- No charges, other than those shown in the proposal, 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

EMPLOYING DELAWAREANS REPORT

RFP No. CYF 17-03

RFP Title: Secure Transportation Service

Bidder Name:	
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As required by House Bill # 410 (Bond Bill) of the 146th 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 the following.

1.	Number of employees reasonably anticipated to be employed on the project:	
2.	Number 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 employed by 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.