



*State of Delaware*

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

# RFP# CYF19-17

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

**SERVICE COMPONENTS**

**K-5 Early Intervention Family Crisis Therapists**

**INFORMATIONAL BIDDERS CONFERENCE:** NONE

**PROPOSALS DUE: Tuesday, December 3, 2019 by 2 pm ET**

**The RFP schedule is as follows:**

Submit all questions to H. Ryan Bolles, DSCYF Procurement Administrator, at [herbert.bolles@Delaware.gov](mailto:herbert.bolles@Delaware.gov) by **COB October 22, 2019** to ensure a response prior to proposal due date.

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

**Tuesday, December 3, 2019 by 2 pm ET** Please submit 1 original proposal marked "**ORIGINAL**". Please submit 4 copies of your proposal marked "**COPY**". Please submit **1 electronic copy of your proposal on CD, DVD or flash drive.**

Proposals **must** be **delivered** by **Tuesday, December 3, 2019 by 2 pm ET.**

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

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

**PROPOSAL DELIVERY:**

Express Courier or hand deliver the sealed bids as follows:

State of Delaware  
RFP CYF#19-17  
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  
RFP CYF#19-17  
Ryan Bolles, Grants & Contracts  
1825 Faulkland Road  
Wilmington, DE 19805

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

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

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

## **Request for Proposals for Family Crisis Therapists within Schools**

The State of Delaware's Department of Services for Children, Youth & Their Families (DSCYF), Division of Prevention and Behavioral Health Services (DPBHS) is seeking proposals for an agency to provide evidenced-based K-5 Early Intervention services to students. Services include assessments such as Child and Adolescent Needs and Strengths (CANS), Connecticut Trauma Screening (CTS) assessments as well as social skills building and social emotional interventions with an emphasis on parent skills building interventions.

The School Based K-5 Early Intervention Program is a voluntary program managed within the Division of Prevention and Behavior Health Services in conjunction with the Delaware Department of Education and participating local school districts. The program provides Family Crisis Therapists statewide to work with children and families identified as “at-risk”. Family Crisis Therapists assigned to designated elementary schools provide a range of interventions designed to remove barriers of academic and social success. The program focuses on providing a “System of Care” by enhancing collaboration among state agencies and communities to meet the needs of children and their families. The K-5 Early Intervention Program expanded from serving nine schools in 1996-1997 to its current fifty-one elementary schools in thirteen school districts and three charter schools statewide.

This RFP is soliciting bids from agencies to provide three (3) qualified staff to do the same work as the State of Delaware employed Family Crisis Therapists (FCT) across the state in the school-based Early Intervention K-5 program. See the specific Scope of Services below. Each contractor staff will be assigned to one Elementary School. While the current locations are in Wilmington, Middletown or Dover, the assigned schools are determined by the Department of Education and can be different than those identified at the time of this RFP.

The successful bidder will be expected to collaborate closely with the State’s current K-5 program administration and the expected quality of the service delivery of the contracted Family Crisis Therapists will be indistinguishable from the performance of the state employed Family Crisis Therapists. The work schedule for the Family Crisis Therapists will be developed to fit the needs of the district, school, the identified students and their families. For FCT’s it may include late afternoon and evening hours.

The successful bidder will provide three staff, each to be based at a different elementary school identified by the Department of Education and the District. The schools might be in one county or spread over three. Each contractor staff is expected to work a traditional American work week for 52 weeks a year following the personnel practices of the bidder regarding days off and subject to review as part of the contracting process. Contractor staff members will be required to transport students and/or parents at times currently estimated at 3,600 miles per year.

The FCTs will be assigned to districts identified by the Department of Education. The district in turn will identify the specific school where the FCT will be based. Services will be provided in the identified school, the student’s home and the surrounding community.

## **CONTRACT TERM**

Bidders are bidding on a relationship of up to five-years with DSCYF. Contracts may be written for a single year or multiple year periods. Renewals are contingent upon satisfactory performance, compliance with contract specifications and availability of funds.

- Contract Period - The first contract period will begin as soon as possible after this RFP closes and the award process can conclude.

## **BUDGET PREPARATION**

The maximum annual contract funding will be for \$242,146.00 for the successful bidder to provide 3 full time Family Crisis Therapists (one per school) to provide services in the schools, homes, and community inclusive of all supporting costs. The successful bidder must consider all required support costs when preparing the required DSCYF Budget Form, Salary Detail and budget narrative (e.g. supervision, phone, computers, travel costs, summer programming and \$250 per worker during summer). There is no template for the budget narrative. Bidders must submit a proposed budget as part of the proposal. The DSCYF Budget Form is available where this RFP is posted.

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

## **FOR ANY FORMER OR CURRENT STATE EMPLOYEE WHO IS 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 Employee's 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) and a Child Abuse Registry check. All information required by Delaware Code shall be forwarded to the DSCYF, which will assess

the information and make a determination of suitability based on the type 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 DSCYF as to whether the individual is named in the Central Register as the perpetrator of a report of child abuse.

## Contract Service Summary and Requirements

### **SCOPE OF SERVICE/FUNCTION:**

The scope of work for this service will follow existing standards established by the Division of Prevention and Behavioral Health Services and Department of Education for a Family Crisis Therapist and will include:

- Assess the child and family to determine what issues are impeding the child's progress in school.
- Evaluate the needs of students, families, and others to make an accurate and complete assessment.
- Contact families to discuss issues identified in initial student contact and collaborate with the family and school team members to develop plans and facilitate improved student performance.
- Establish comprehensive plan for services to ensure student and family needs are met.
- Assess crisis situations and develop appropriate courses of action for student and family
- Provide intensive services to students and their families during a crisis, including in-home and telephone crisis intervention, during normal work hours, Monday-Friday, via cell phone
- Provide intervention for students and families that address the student's disruptive behavior and family issues that impact school performance.
- Maintain a caseload of 15-17 families as identified by the school intervention team or school administrator.
- Consult on children that are not part of the caseload, as requested by the principal.
- Facilitate individual, group and family therapeutic counseling sessions.
- Provide services required to improve students' performance and family functioning ability, i.e., tutoring, counseling.
- Provide monthly reviews and update service plans to identify student progress regarding behavior and academic performance and identify if additional services may be needed. This will be tracked by the agency supervisor and submitted to DPBHS' K-5 manager and activities; Evaluate the pattern and nature of contact with parents, siblings, and significant others.
- Complete initial and quarterly evaluations using K-5 designated tool will.
- Engage students in various pro-social and/or educational activities during the summer months. These activities may include, but are not limited to, small group counseling and field trip
- Conduct face to face contact with disruptive student weekly for the first month and at least bi-weekly until the student's performance and academic achievement improve.
- Attend school intervention team meetings to review referrals and to discuss student progress
- Complete required activities, which include fieldwork, assessments, reviews and visits, within established time frames specified by school and DPBHS policy.
- Submit designated paperwork electronically and within established timeframes

- Implement the same protocol as used by DPBHS's K-5 FCTs e.g., assessment tools, documentation process, parent training.
- Participate in meetings and trainings designated by the director of K-5 program. In addition, staff will participate in supervisory meetings with the bidder agency.
- Work closely with and accept cases from the principal in the assigned school.
- Provide some after hour work as required.
- Contractor supervision will be provided by the successful bidder on a regular basis and be similar to that provided by DPBHS to the DPBHS K-5 FCTs.

## **ELIGIBILITY REQUIREMENTS FOR A FAMILY CRISIS THERAPIST**

To work as a Family Crisis Therapist the person must meet the following criteria:

- Possession of a Bachelor's degree or higher in Behavioral or Social Science or related field.
- Experience in case management which includes assessing, planning, developing, implementing, monitoring, and evaluating options and services to meet an individual human service needs using effective counseling or interviewing techniques as well as other available resources such as service plans or case management systems.
- Experience working with children and their families
- Experience working in a school setting
- Experience in making recommendations as part of a client's service plan such as clinical treatment, counseling, or determining eligibility for health or human services/benefits.
- Experience in implementing social-emotional skill based trainings.
- Possession of a valid Driver's License.
- Passing all criminal history and drug screening (the payment for all tests should be included in the bidder's proposed budget calculation)

## **BIDDER EXPERIENCE STATEMENT**

**Proposal development:** A response to every numbered item below is required for your proposal to be deemed as responsive to the RFP.

*Number the responses in accordance with the numbered questions below.*

1. Demonstrate bidder's experience in health or human services program administration such as overseeing and directing the development, implementation of health or human services programs and services
2. Demonstrate bidder's and proposed staff experience providing clinical services in schools especially elementary schools and how it integrates its services with the education system
3. Demonstrate bidder's and proposed staff experience providing case management services to children 4 to 11 years of age (grades K to 5)
4. Describe bidder's and proposed staff experience coordinating work with state provided services and/or other external service partners
5. Describe bidder's record of fast program start up including hiring of staff and proposed start if awarded this contract
6. Describe bidder's experience with program oversight: credentials of program supervisor, nature of supervision and internal quality assurance program/processes
7. Describe bidder's experience, reputation and demonstrated ability to provide customer friendly services.

### **AGENCY REFERENCES**

Bidding agency shall provide a list of all State and/or Federal contracts currently held or held in the past 3 years along with a contact name and phone number for the State and/or Federal purchasing agency.

***SPECIAL NOTE: Preference will be given to bidders who have experience working with schools and mental health agencies in Delaware.***

## **PROPOSAL EVALUATION CRITERIA**

1. Bidder agency and proposed staff experience in health or human services program administration such as overseeing and directing the development, implementation of health or human services programs and services. [10 points]
2. Bidder agency and proposed staff experience providing clinical services in schools especially elementary schools and how you integrate your service with the education system. Please include evidence based practices you have used. If available please submit customer satisfaction ratings. [15 points]
3. Bidder agency and proposed staff experience providing case management services to children 4 to 11 years of age (grades K to 5). Please provide outcome data about your services. [15 points]
4. Please describe anticipated challenges in implementing this program [10 points].
5. Please describe supervision model for staff working at remote sites [10 points]
6. Bidder agency experience, reputation and demonstrated ability with DSCYF or other state agencies as well as with customers providing customer friendly services. [15 points]
7. Proposed cost as detailed on submitted DSCYF Budget Form, Salary Detail and budget narrative. There is no template for the budget narrative. [15 points]
8. Please indicate if any state agency or accrediting body has required your agency to comply with a Corrective Action Plan. [0 to minus 15 points]

*Additionally, feedback from references also will be considered as the panel makes recommendations for contract awards.*

- a. Provide references regarding professional services: Provide the names and contact information for three (3) professional sources who may be contacted by DSCYF/DPBHS for a reference who can attest to your agency's ability to perform the work of the contract.

### **Proposal Content Requirements:**

All proposals either individual bidder or agency bidder shall include the following documents:

- a. Cover Letter
- b. Bidder Fact Sheet (as page 1 of proposal) available in MS Word format for easy editing where this RFP is posted
- c. Copy of Resume or vita demonstrating compliance with the education/experience requirements for each proposed staff person as part of the proposal. If you plan to hire staff please describe the intended requirements for hiring.
- d. For accredited agencies ONLY a copy of last accreditation review
- e. **Responses to all questions in the previous section**
- f. Copy of Valid Driver's license for each proposed staff person as part of the proposal and a statement that dependable transportation will be maintained
- g. A completed DSCYF Budget Form, Salary Detail and budget narrative describing assumptions made for budget calculations. There is no template for the budget narrative. This Budget Form and Salary Detail document are available in MS Excel format for easy editing where this RFP is posted
- h. Include proposed pay structure as part of the Completed DSCYF Budget Form available in MS Excel format for easy editing where this RFP is posted
- i. Signed "Assurances" document found in Appendix A
- j. Assurances Signed "Certifications, Representation, and Acknowledgements" document found in Appendix A
- k. Completed "Employing Delawareans Report" document found in Appendix A and available in MS Word format for easy editing where this RFP is posted

*Failure to submit all of the above information will seriously affect the ability of the review panel to evaluate the bidder's proposal and may be a factor in proposal rejections.*

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

### ***Submission Instructions***

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

#### **I. FORMAT**

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

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

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

#### **II. QUESTIONS**

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

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

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

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

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

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

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

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

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

## **VII. MODIFICATIONS TO PROPOSALS**

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

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

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

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

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

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

The Proposal Review Committee reserves the right to:

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

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

## **X. REJECTION OF PROPOSALS**

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

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

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

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

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

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

## **XII. STANDARDS FOR SUBCONTRACTORS**

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

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

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

## **XIII. CONTRACT TERMINATION CONDITIONS**

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

The State shall provide the Contractor with 15 days notice of conditions which would warrant termination. If after such notice the Contractor fails to remedy the conditions contained in the notice, the State shall issue the

Contractor an order to stop work immediately and deliver all work and work in progress to the State. The State shall be obligated only for those services rendered and accepted prior to the date of notice of termination.

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

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

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

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

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

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

#### **XVI. INDEMNIFICATION**

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

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

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

#### **XIII. INSURANCE**

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

The bidder shall maintain at its own cost for the term of any resulting contract and all extensions such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. The

vendor is an independent contractor and is not an employee of the Department of Services for Children, Youth and Their Families.

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

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

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

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

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

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

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

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

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

**XIX. NON-DISCRIMINATION**

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

**XX. COVENANT AGAINST CONTINGENT FEES**

The successful firm warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement of understanding for a commission or percentage, brokerage or contingent fee excepting bona-fide employees and/or bona-fide established commercial or selling agencies maintained by the bidder for the purpose of securing business. For breach or violation of this warranty, the State shall have the right to annul the contract without liability or at its discretion and/or to deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

**XXI. CONTRACT DOCUMENTS**

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

**XXII. APPLICABLE LAW**

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

**XXIII. SCOPE OF AGREEMENT**

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

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

**ASSURANCES**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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Name of Organization's Authorized Administrator

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Signature of Authorized Administrator

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Date

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

By signing below, bidder certifies that:

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

The following conditions are understood and agreed to:

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

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Name of Organization's Authorized Administrator

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Signature of Authorized Administrator

\_\_\_\_\_  
Date