



State of Delaware

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

RFP# CYF19-18

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

SERVICE COMPONENTS

**System of Care (SOC) Expansion Implementation Grant
Evaluation Lead Service**

INFORMATIONAL BIDDERS CONFERENCE: NONE

PROPOSALS DUE: Tuesday, January 7, 2020 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 by **COB December 22, 2019** to ensure a response prior to proposal due date.

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

**Tuesday,
January 7,
2020 by 2 pm
ET** Please submit 1 original proposal marked "**ORIGINAL**". Please submit 6 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, January 7, 2020 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#19-18
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#19-18
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 PROPOSAL

SYSTEM OF CARE (SOC) EXPANSION IMPLEMENTATION GRANT EVALUATION LEAD SERVICE

The State of Delaware Department of Services for Children, Youth and Their Families (DSCYF), Division of Prevention and Behavioral Health (DPBHS) is seeking proposals for professional services from research entities, including an organization or research institutions as well as individuals (hereinafter the “Bidder”), to lead and conduct a comprehensive program evaluation that will systematically measure the implementation and effectiveness of the System of Care (SOC) Expansion Implementation Grant. The Successful Bidder will perform specific evaluation functions mutually agreed upon in collaboration with DPBHS.

DPBHS has received a 4-year System of Care Expansion Implementation Grant from the Substance Abuse and Mental Health Services Administration's (SAMHSA) Center for Mental Health Services. SAMHSA defines the system of care as “an organizational philosophy and framework that involves collaboration across government and private agencies, providers, families, and youth for the purpose of improving access and expanding the array of coordinated community-based, culturally and linguistically competent services and supports for children and youth with a serious emotional disturbance (SED) and their families.”

As an early adopter of these principles, DPBHS endorses a system of care that values work that is family driven, youth-guided, strengths-based, culturally competent, and individualized. The purpose of this grant is to build upon previous work of the Division and develop an infrastructure to support the continued use of the SOC framework in providing services for children with mental/behavioral health issues and their families. In particular, many services will focus on the population of children with co-occurring intellectual and/or developmental disabilities (ID/DD) and mental/behavioral health difficulties; children who are experiencing behavioral health challenges within the school setting; and children undergoing transitions including but not limited to transitioning out of care, between services or into the adult mental health system.

The grant’s clinical team will serve children ages birth through 18 who are receiving services from DPBHS. These children may also be receiving services from one or more of the sister divisions such as the Division of Family Services (DFS) and the Division of Youth Rehabilitation Services (DYRS). Children may also be receiving services through other state agencies such as the Division of Developmental Disabilities (DDDS). Although the team will be available to children 0 through 18 years of age, it is anticipated that a majority of the cases will involve school-age children. There may also be the possibility of increasing the age range.

The goal of this grant is to expand and support the SOC approach within DPBHS and DSCYF, contracted providers, stakeholders, and other child-serving agencies statewide. Specific goals include:

- Goal 1: Transform the system, as part of an overall health system change, to provide services statewide to children within a culturally competent child behavioral health system of care.
- Goal 2: Create a sustainable training and technical assistance strategy to facilitate ongoing learning, coaching, and practice improvement that supports fidelity to SOC values and principles.
- Goal 3: Expand child and family involvement in all levels of SOC implementation.
- Goal 4: Partner collaboratively with other key child-serving systems to address behavioral effects of trauma.
- Goal 5: Build and expand infrastructure to sustain SOC implementation statewide.

PROFESSIONAL SERVICE REQUESTED UNDER THIS RFP

The professional service to be contracted as a result of this RFP is the **Evaluation Lead** to lead and conduct a comprehensive program evaluation in order to systematically measure the implementation and effectiveness of the SOC Expansion and Implementation Grant. More specifically, the Bidder will assist DPBHS in addressing the requirements stipulated by the federal program requirements broadly and particularly in the development and implementation of a local evaluation to address highly specialized aspects of the grant project as specified in the grant project proposal. This role will also include data collection and assessment duties. Furthermore, the Bidder will assist DPBHS with addressing internal divisional and department needs relating to evaluation.

Staffing for the evaluation lead will be for one (1) full-time equivalent person to implement all aspects of the evaluation efforts. The bidder may propose more than one person to provide these service hours although preference is for a single person. Compensation will be negotiated based on qualifications, experience, and expertise of the proposed evaluation lead(s). **The maximum annual compensation available for negotiation for the successful bidder is \$97,580. The State of Delaware will not provide any dedicated work space.** The successful bidder is responsible for providing all required equipment (e.g. cell phone, computer/laptop, vehicle for transportation statewide, etc.) within the negotiated contract amount.

Contract Terms

While a single evaluation lead is preferred bidders may proposal more than one person to meet the project needs. The cumulative hours of the successful bidder's evaluation lead(s) will approximately equal a traditional American work week. Hours of a typical work day will vary with the possibility of some night and weekend work required. It is expected the resulting contractual relationship will begin as soon as possible following purchase order approval and last through September 30, 2022, pending continued funding for the remaining grant years. There is no guarantee of continued funding beyond that period. The successful bidder will be authorized to invoice on a monthly basis for services provided.

The contract may be written for one or multi-year periods at the discretion of DSCYF with agreement from the successful Bidder. Renewal of the contract will be contingent upon satisfactory performance and availability of funds.

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

The independent contractor is responsible for payment of any and all federal, state or local taxes that may apply. The state will not provide Health Care or Pension Benefits. The successful 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.

**PROFESSIONAL SERVICE SUMMARY, QUALIFICATIONS,
AND EVALUATION CRITERIA**

EVALUATION LEAD

DESCRIPTION OF SERVICE

The Evaluation Lead is expected to design and implement a comprehensive evaluation of the federally-funded Statewide SOC Expansion Implementation grant. The evaluation aims to assess the implementation, effectiveness, efficiency, and outcomes of the grant. In addition to program evaluation duties, data collection and assessment will also be required.

The Evaluation Lead will be measuring outcomes related to the families that are served through the grant's Clinical Team who partner with DSCYF/DPBHS staff and community providers. The grant's Clinical Team members are responsible for providing support to DSCYF/DPBHS and its state and community partners by identifying the needs and by bridging community-based services to the children and families served.

In addition to demographic information, measurements would include family progress towards care plans related to addressing behavioral health concerns; the impact of formal and informal services/supports on family progress; statistics pertaining to keeping children with their families in their homes, in school, and in communities; and the effectiveness of the SOC contracted services on the progress of the child and family.

Additional evaluation attention will be given to the organizational system changes necessary to make the department more effective in its service to children and families, taking in account the values and principles of the System of Care framework. This could include, but is not limited to, modifications in agency culture, policy/procedure, staffing, technology and financial systems.

The contracted Evaluation Lead(s) will report to the contracted Grant Project Director.

The Evaluator's main responsibilities will include:

1. Providing leadership along with DPBHS/SOC Grant Team in the overall evaluation design and management process. Other team participants may include the Advisory and Advocacy Council, departmental staff, youth/families, and community organizations.
2. Leading the evaluation process of developing methodology for gathering, analyzing, and reviewing data (both qualitative and quantitative) from a variety of sources to determine outcomes related to services for children, youth, and their families as well as organizational systems change within the Division/Department.
3. Leading the collection, management, analysis, and reporting of data relating to SOC's goals, objectives, and performance indicators including, but not limited to, such topics as children/families served, mental/behavioral health symptomatology, access to

services/supports, program implementation, rate of readmission to psychiatric facilities, social/support connectiveness, child/family perception of care, and child/family satisfaction.

4. Completing a variety of narrative and statistical reports to share outcomes and progress of grant activities, and making recommendations for improvement based on the data to DPBHS/SOC leadership team, SAMHSA, the Advisory and Advocacy Council, providers, and other community partners.
5. Providing ongoing training and technical assistance pertaining to tools and approaches to all groups participating in the evaluation process, including oversight of the local data collection activities within these groups.
6. Tracking and reporting on how DPBHS is implementing the grant (actual activities versus proposed plan), progress towards grant milestones, and lessons learned.
7. Participating in evaluation efforts across all areas within DPBHS, including in both mental health service delivery and organizational development to assess organizational system changes (e.g., policies/procedures). This work may include participating in project planning committees and established work groups as requested to provide evaluation expertise.
8. Learning about the System of Care philosophy and implementing the framework into all evaluation activities.
9. Collection of child service data statewide thus the Bidder's staff is required to have a valid driver's license, the ability to travel statewide, and reliable transportation.

In addition to the responsibilities listed above, the Bidder's staff must also be willing to participate in any and all trainings and meetings related to the grant.

EVALUATION LEAD QUALIFICATIONS:

The evaluation lead(s) proposed by the bidders are expected to demonstrate the following qualifications:

1. Expertise and experience in designing, leading, planning, and executing program evaluation (both process and outcome) pertaining to behavioral health services for children, youth, and their families.
2. Experience and expertise in quantitative and qualitative data collection, management, analysis, reporting, and knowledge comparable to a statewide evaluation project.
3. Experience in undertaking comparable evaluations of federally grant-funded projects, and current capability and capacity to meet the requirements of this evaluation.
4. Experience working with a variety of child-serving systems, such as DSCYF and private children and family organizations throughout the state of Delaware.
5. Experience working with diverse populations and knowledge of diversity, social competency, and linguistic competency. The goal of the evaluation is to ensure that data is collected from the diverse population that the grant will serve, and the Evaluator has to be aware of and comfortable with addressing the potential challenges in doing so. Experience with evaluation and data related to intellectual and developmental disabilities is preferred.
6. Experience in strategic planning and leadership including experience leading a collaborative evaluation effort. In addition, experience in leading or participating in organizational development and change within a large public and/or private organization is preferred.
7. Experience in engaging a variety of community partners (e.g. children, families, stakeholders, etc.) in order to complete the evaluation process.
8. Vast experience and excellent ability in the area of report writing. Furthermore, the bidder's lead(s) must have the ability to write clear concise reports that are easily understood by federal grant staff, SOC grant leadership, departmental and divisional staff, providers, community members, families, and other grant partners. **Please include writing sample.**
9. Knowledge and experience working within the System of Care Framework and must be open to the possibility of receiving further training in this area.
10. Knowledge and experience in strategic planning and leadership.

PROPOSAL EVALUATION CRITERIA

1. Bidder's proposed evaluation lead(s)'s meeting above stated EVALUATION LEAD QUALIFICATIONS. [45 points]
2. Bidder's proposed evaluation lead(s)'s demonstrate excellent written communication skills (based on writing sample(s) provided). [15 points]
3. Bidding agency's demonstrated capability and capacity to conduct evaluation on a large scale project statewide [10]
4. Bidding agency's demonstrated experience working successfully with a wide variety of populations and diverse stakeholders. [10 points]
5. Proposed 12-month budget with regards to reasonableness, competitiveness, clarity, efficacy [15 points]
6. Experience, reputation, and demonstrated ability of DSCYF, other government agencies and accrediting bodies with this bidder agency [10 points]

HOW TO RESPOND TO THIS REQUEST FOR PROPOSAL:

Please respond to the items below. A response to every item is required to complete the proposal, as is the attachment of required documents. Number the responses in accordance with the numbered items below and number the pages.

1. Describe how each proposed evaluation lead(s) meet the above stated EVALUATION LEAD QUALIFICATIONS.
2. Demonstrate the excellent written communication skills of the proposed evaluation lead(s) through writing samples.
3. Describe the bidding agency's capability and capacity to conduct evaluation on a large scale project statewide.
4. Describe the bidding agency's experience working successfully with a wide variety of populations and diverse stakeholders.
5. Identify each proposed lead and include his/her/their résumé/curriculum vitae attached along with any other bidder staff included in the proposal.
6. Provide names and contact information for three professionals who may be contacted for a reference and who can attest to the Bidder's and/or proposed evaluation lead(s) ability to perform the work described in this RFP.
7. Include the following documentation:
 - a. Cover letter
 - b. Bidder Fact Sheet (as page 1 of proposal) (available in MS Word format where the RFP is posted for easy editing)
 - c. Responses to all items above (1-5 above)
 - d. Completed DSCYF Line Item Budget form with supporting budget narrative including proposed salary structure for each staff person included. (DSCYF Budget Form posted online with this RFP in MS Excel format for easy editing)
 - e. A copy of the Bidder's proposed Evaluation Lead(s) valid driver's license
 - f. Signed Assurance Form (available in Appendix A)
 - g. Signed Certification, Representation, and Acknowledgements (available in Appendix A)
 - h. Completed "Employing Delawareans Report" document (available in MS Word format for easy editing where this RFP is posted)

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

APPENDIX A – Bidder Forms and Instructions

Submission Instructions

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

I. FORMAT

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

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

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

II. QUESTIONS

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

III. ETHICS LAW RESTRICTIONS

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

IV. PROPOSALS BECOME STATE PROPERTY

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

V. RFP AND FINAL CONTRACT

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

VI. PROPOSAL AND FINAL CONTRACT

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

VII. MODIFICATIONS TO PROPOSALS

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

VIII. COST OF PROPOSAL PREPARATION

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

IX. EVALUATION REQUIREMENTS AND PROCESS

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

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

The Proposal Review Committee reserves the right to:

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

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

X. REJECTION OF PROPOSALS

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

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

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

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

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

- Notwithstanding anything to the contrary, the Department reserves the right to:
 - 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 it 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.

Name of Organization's Authorized Administrator

Signature of Authorized Administrator

Date

PLEASE SIGN THIS FORM AND SUBMIT WITH THE PROPOSAL

CERTIFICATION, REPRESENTATION, AND ACKNOWLEDGEMENTS

By signing below, bidder certifies that:

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

The following conditions are understood and agreed to:

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

Name of Organization's Authorized Administrator

Signature of Authorized Administrator

Date