



**DSCYF**  
Department of Services for  
Children, Youth & Their Families

# **RFP#**

# **CYF20-01**

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

**SERVICE COMPONENTS**

**CLIENT AND FAMILY MEMBER TRANSPORTATION**

**INFORMATIONAL BIDDERS CONFERENCE:** NONE

**PROPOSALS DUE:** Thursday, July 9, 2020 by 2 pm ET

**The RFP schedule is as follows:**

Submit questions to H. Ryan Bolles, DSCYF Procurement Administrator, at [herbert.bolles@Delaware.gov](mailto:herbert.bolles@Delaware.gov) **by 4:30 pm on June 30, 2020** to ensure a response prior to proposal due date.

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

**Thursday,  
July 9, 2020  
by 2:00 PM  
ET**

For this RFP DSCYF will accept your proposal by email as described below. Please submit the minimum number of separate documents as possible. A single proposal document is preferred.

Proposals **must be received by email by 2:00 PM ET Thursday, July 9, 2020.**

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

**PROPOSAL  
DELIVERY:**

Please submit **your agency's** proposal to [DSCYF Bids Submission@delaware.gov](mailto:DSCYF_Bids_Submission@delaware.gov) **NOTE:** the State of Delaware is not responsible for undelivered emails for any reason.

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.

## TRANSPORTATION SERVICES RFP

The Department of Services for Children, Youth and Their Families (DSCYF) is soliciting proposals from qualified transportation companies to provide transportation for DSCYF clients and family members whose circumstances often inhibit their ability to access needed treatment, resources and services because of a lack of transportation. Each Division (Division of Family Services (DFS), Division of Prevention & Behavioral Health Services (DPBHS) and Division of Youth Rehabilitative Services (DYRS), will individually authorize transportation in order to ensure their clients obtain necessary services in a cost-effective way. Persons who are eligible for transportation services funded by each Division are generally clients who have open cases and who are not otherwise eligible for Medicaid transportation. DSCYF's objective in funding these services is to eliminate any existing transportation barriers that would prevent a client from obtaining needed services in a timely and effective manner.

DSCYF intends to award contracts for transportation to multiple qualified bidders statewide based on the Departments' needs. Bidders may bid on **one or more counties or statewide** for transportation services.

DSCYF intends to contract with qualified, reputable companies licensed to conduct business in the State of Delaware and in good standing with DSCYF and/or other state agencies and in compliance with all regulations as required by all levels of State and Federal government for operation of a commercial transportation vehicle(s) who are willing to accept the terms and conditions set forth by the Divisions of DSCYF. Contracts will be begin as soon as can be negotiated and will be written for one or more years with agreement from the bidder. Contract renewals are contingent upon satisfactory performance and availability of funds for a cumulative total of five years. **Note that all currently contracted DSCYF transportation providers must respond to this RFP if they desire to be considered for contract continuation.**

### **I. Referrals and Funding Authorizations**

- A. Referrals - A DSCYF employee will authorize transportation to and from a specific provider location. A DSCYF employee will contact the provider to arrange transportation in advance of the client's appointment. The referring Division will submit their referral, service authorization number or voucher to the transportation provider requesting transportation service.
- Escorts: DSCYF may require under age clients have an adult escort, other than the driver, assigned by the transportation vendor to the vehicle in which they are transported. All responses to this RFP should clearly specify whether the provider has the capacity to provide such additional escorts and at what proposed hourly rate.
- B. Reimbursement - Reimbursement for authorized services will be made based either on loaded mileage or on a per trip fee. Reimbursement will be made only for trips resulting in DSCYF clients reaching their destination.
- **Mileage Based Reimbursement:** For trips greater than 8 miles one way reimbursement will be based on **\$1.88/mile**. Billing miles begin at the point the driver arrives at the arranged pickup address and ends when the client is delivered to the destination(s) specified in the request. Waiting times will not be reimbursed. If other non-DSCYF passengers are being transported in the same vehicle at the same time as DSCYF clients, the provider will charge DSCYF only for its clients' actual pickup or drop-off mileage -- *not* for any other passengers' mileage. The shortest, safest route must be taken and no deviations are allowed. Providers should use GPS or MapQuest/Google Map or another app to identify the shortest, safest route. The client will be transported directly to the destination for which transportation is authorized. The provider can only charge mileage when the passenger for whom the claim is submitted is physically in the vehicle. Mileage cannot be charged for mileage to the pickup point or for mileage from the drop-off point.
  - **Per Trip Based Reimbursement:** Per trip reimbursement is **\$10.40 per trip** eight (8) miles or less. Waiting time is not reimbursed. The shortest route must be taken and no deviations are permitted. The client will be transported directly to the destination for which transportation is authorized.

- **No-Shows:** DSCYF will reimburse the provider for client “no-shows”. A “no-show” is when a client is not at the designated pick-up location at the requested time and the driver has exhausted all methods of contacting the referring Division and family after arriving at the pick-up location or the client refuses to be transported at that time. If a client is deemed a “no-show”, DSCYF will reimburse the provider at the standard **per trip rate** only.

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.

## **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). This includes, but is not limited to vehicle registration, insurance, safety equipment, driver’s license and business license. DSCYF will place a hold on all referrals if any required documents or safety equipment 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 or suspension of the Contract.

### **A. 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/families. Referrals will be held if it is identified DSCYF has not received the required information.

The provider is responsible for assuring that all company drivers and escorts (current and future) have undergone the State and Federal criminal background checks. This background check will be completed through the DSCYF Criminal History Unit. 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. DSCYF will provide necessary guidance on the background check process BEFORE any such checks are completed. Note: No third party background checks will be accepted.

A company driver or escort must not have a criminal infraction of a type or scope which would make that person ineligible to have direct contact with children (e. g. crimes against a child or any offense including but not limited to weapons, controlled/illegal substance(s), physical harm, reckless endangerment, neglect, etc.) as ultimately determined by DSCYF review and analysis.

1. If a provider driver or escort is listed on the Child Protection Registry he/she must not transport DSCYF youth at any time. If it is identified that a provider driver or escort who is listed on the Registry drives or escorts a DSCYF youth the Contract may be terminated.
2. The provider who employs drivers is responsible for the following standards:

Drivers must be at least twenty-one (21) years of age, possess a valid state driver’s license and appropriate training. Fifteen (15) passenger vans are prohibited for transporting individuals under the age of 18. Vehicles used to transport more than 10 children must meet state and federal

specifications applicable to school buses. The capacity of the vehicle -- not the number of passengers carried -- is the controlling factor. The following requirements apply to all transportation providers:

- Drivers must have a pre-employment health screening and a physical examination by a physician within six (6) weeks of initial employment;
- All drivers must have an annual review of health status;
- Drivers/Escorts must pass semi-annual drug/alcohol screenings. Semi-annual drug/alcohol screens are due in January and July of every fiscal year. If the required documents are not received by the due dates, DSCYF will place a hold on all referrals until all documents are received. The provider must use all appropriate means to assure that drivers are drug and alcohol free while transporting DSCYF clients. The provider shall not utilize drivers who are known abusers of alcohol or known consumers of narcotics or drugs/medications that would endanger the safety of clients. If the transportation provider suspects a driver to be driving under the influence of alcohol, narcotics or drugs/medications that would endanger the safety of clients, the provider shall immediately remove the driver from providing service to DSCYF clients;
- 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) 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 to DSCYF at the start of each fiscal year (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; and
- At the time transportation services are rendered, drivers must present a valid, provider-issued identification to the DSCYF client upon request. A current picture of the driver must appear on the identification and should be displayed in the vehicle at all times.

#### B. Administrative Requirements

1. The provider is responsible for maintaining all federal, state and/or locally required insurance coverage for the protection of its fleet, clients, and personnel and, upon request, furnishes DSCYF with proof of this coverage. In addition, the provider will also be responsible for providing proof of a minimum insurance coverage described in Appendix A. A Certificate of Insurance must be submitted as proof the provider has the required insurance. The certificate shall identify DSCYF as the "Certificate Holder" and "Additional Insured" and shall be valid for the contract period. Proper insurance must be maintained at all times. All referrals will be placed on hold if DSCYF receives notification of cancellation of adequate insurance. DSCYF must receive proof of coverage from the insurance provider to reinstate referrals.
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 completed as instructed by DSCYF, 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 is to immediately contact the client's DSCYF Division worker in the event the client refuses transportation or is not at the designated pickup location at the requested time.
4. The provider must maintain such records as are necessary to document the services provided and, when required, furnish DSCYF and Federal or State representatives with information regarding transportation services.
  - Records must include (but not limited to):
    - A driver's log that includes the recipient's name, date(s) of service, address, pick up and drop off site, beginning location, ending destination, and total mileage.

5. 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, passenger complaint procedures, compliance reporting certain types of events required by DSCYF, emergency procedures, and miscellaneous operating regulations;
  - Personnel policies to include safety procedures, discipline for safety violations, passenger 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.
  - Procedures for determining the shortest route between points.
6. The provider is responsible for arranging and providing transportation services for DSCYF clients as follows:
  - Arrive at location in a timely manner;
  - Always provide professional, courteous and prompt service;
  - Submit accurate billing – based on mileage or per trip rate.

#### C. Vehicle Requirements

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

- A basic first aid kit and road side hazard equipment are placed in each vehicle;
- A regulation size Class B chemical type fire extinguisher is in 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. The operating mechanism shall be sealed with a type of seal that will not interfere with the use of the fire extinguisher and should be inspected annually;
- Seat belts and/or shoulder straps are installed in all vehicles and are fully operational;
- 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; and
- Transportation services are rendered in vehicles that are maintained and kept clean and in good condition at all times.

#### D. 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;
- All DSCYF clients must sit in the backseat. No client should be transported in the front seat;
- The driver must park or stop the vehicle so that passengers will not have to cross the street to get to their destination or pickup point;
- The driver must not permit smoking by passengers. All vehicles shall be a smoke free environment;
- Passenger windows will not be opened more than 50% when children are in transport;

- No driver shall touch any client except as appropriate and necessary to assist the client into or out of the vehicle if deemed necessary;
- Drivers shall **not** leave passengers unattended at any time;
- If passenger behavior or other conditions impede the safe operation of the vehicle, the driver shall park the vehicle in a safe location out of traffic and notify his dispatcher to request assistance and/or contact the appropriate DSCYF staff;
- Drivers must not wear any type of headphones at any time while on duty;
- Drivers shall confirm, prior to vehicle departure, the delivered client is safely inside the destination; and
- Drivers shall not be responsible for passenger's personal items.

E. Confidentiality

The provider must assure that DSCYF clients' confidentiality and privacy rights are protected. Drivers and other staff members will be instructed NO DISCLOSURE to anyone of the fact the passengers are DSCYF clients or family members of clients and/or their transport destination is allowed.

**III. Performance Expectations:**

- Clients will remain safe 100 % of the time while in provider's vehicle;
- The provider will ensure all personnel, vehicle and administrative requirements are in line with the contractual standards;
- The provider will arrive at pick-up locations and deliver clients to appointed destinations in a timely manner;
- The provider will notify the client's DSCYF worker in a timely manner of any client failure to keep a scheduled transportation appointment.

**IV. Proposal Evaluation Criteria**

Evaluation Criteria:

1. Compensation acknowledgement on "Bidder Fact Sheet" (Y/N)
  - a. Has the bidder accepted reimbursement rates and methodologies?
2. Proposed rate for an escort (preferred, but not required) (15 points)
  - a. Has the bidder proposed a fair, competitive, reasonable hourly rate for providing an escort?
3. Required documentation (20 points)
  - a. Drivers: Drivers' licenses, drivers' records, drivers' experience
  - b. Vehicles: Vehicle insurance and other documentation meeting State/Federal standards
4. Organization Capacity and Capability (30 point)
  - a. What is the bidder's demonstrated ability to safely provide the service as described in the RFP on the scale proposed?
5. Experience/Demonstrated Ability and Reputation (35 points)
  - a. History of the bidding organization with DSCYF and/or other State and/or Federal agencies providing transportation services

V. **Proposal Content Requirements:**

All proposals include the following documents:

- a. Completed Bidder Fact Sheet (as page 1 of proposal) available in MS Word format for easy editing where this RFP is posted
- b. If offering to provide an escort when requested, a proposed hourly rate on the Bidder Fact Sheet if the bidder can provide an escort from time to time upon request
- c. Proposal core including:
  - i. Identification of driver(s) along with required driver documentation and experience
  - ii. Identification of vehicle(s) and required documentation
  - iii. Description of bidder's experience providing transportation services
  - iv. List of previous contracts or agreements for transportation with any government or private agency with contact information for those agencies
- d. Signed "Assurances" document found in Appendix A below
- e. Signed "Certifications, Representation, and Acknowledgements" document found in Appendix A below
- f. Completed "Employing Delawareans Statistical Report" document 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**

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 review panel.

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. §§ 6982(b). 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. § 6981 to award a contract to the successful firm or firms 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 is not an employee of the Department of Services for Children, Youth and Their Families and as such 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.

As a part of the resulting contract requirements, the contractor must obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the minimum coverage limits

specified below with a carrier satisfactory to the State. All contractors must carry the following coverage depending on the type of service or product being delivered.

- a. Worker's Compensation and Employer's Liability Insurance in accordance with applicable law.
- b. Commercial General Liability - \$1,000,000 per occurrence/\$3,000,000 per aggregate.
- c. Automotive Liability Insurance covering all automotive units used in the work (including all units leased from and/or provided by the State to Vendor pursuant to this Agreement as well as all units used by Vendor, regardless of the identity of the registered owner, used by Vendor for completing the Work required by this Agreement to include but not limited to transporting Delaware clients or staff), providing coverage on a primary non-contributory basis with limits of not less than:
  1. \$1,000,000 combined single limit each accident, for bodily injury;
  2. \$250,000 for property damage to others;
  3. \$25,000 per person per accident Uninsured/Underinsured Motorists coverage;
  4. \$25,000 per person, \$300,000 per accident Personal Injury Protection (PIP) benefits as provided for in 21 Del. C. §2118; and
  5. Comprehensive coverage for all leased vehicles, which shall cover the replacement cost of the vehicle in the event of collision, damage or other loss.

The successful vendor must carry at least one of the following depending on the scope of work being performed.

- a. Medical/Professional Liability - \$1,000,000 per occurrence/\$3,000,000 per aggregate
- b. Miscellaneous Errors and Omissions - \$1,000,000 per occurrence/\$3,000,000 per aggregate
- c. Product Liability - \$1,000,000 per occurrence/\$3,000,000 aggregate

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

Before any work is done pursuant to this Agreement, the Certificate of Insurance and/or copies of the insurance policies, referencing the contract number stated herein, shall be filed with the State. The certificate holder is as follows:

ENTER AGENCY NAME  
Contract No: ENTER CONTRACT NUMBER  
State of Delaware  
ADDRESS  
ADDRESS

Nothing contained herein shall restrict or limit the Vendor's right to procure insurance coverage in amounts higher than those required by this Agreement. To the extent that the Vendor procures insurance coverage in amounts higher than the amounts required by this Agreement, all said additionally procured coverages will be applicable to any loss or claim and shall replace the insurance obligations contained herein.

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.

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

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

\_\_\_\_\_  
Date