



*State of Delaware*

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

# RFP #12-05

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

**DESCRIPTION**

**Client Transportation Services**

INFORMATIONAL BIDDERS CONFERENCE:  
There will be NO bidders' conference held for this RFP

PROPOSALS DUE: Wednesday, June 20, 2012 by 2 pm ET

**REQUEST FOR PROPOSALS TIMELINE**

Questions? Contact: H. Ryan Bolles, Contract Administrator at [herbert.bolles@state.de.us](mailto:herbert.bolles@state.de.us) OR (302) 633-2701

There will be NO informational bidders' conference held for this RFP

**Proposals Due  
By Wednesday  
6/20/2012  
By 2 pm ET**

Sealed Cover Letter and Proposals shall be submitted as follows:

Please submit 1 original paper proposal marked "ORIGINAL" and 3 paper copies marked "COPY". Also, submit 1 electronic copy (CD or DVD) of your proposal along with 1 electronic copy of your most recent business fiscal audit or tax filing. These can both be on the same CD or DVD.

Do not include your audit or tax information as part of your paper proposals.

**For these purposes an electronic copy can be either CD or DVD.**

If you are or plan to establish a new business organization and are without a previous fiscal audit or tax filings please indicate that in your Cover Letter.

Sealed cover letter and proposals must be delivered by **2:00PM ET on Wednesday, June 20, 2012**. Letters and proposals arriving after 2:00pm ET will not be accepted.

Express Courier or hand deliver the sealed bids as follows:

State of Delaware  
Ryan Bolles  
1825 Faulkland Road  
Administration Building #2, Room 177  
Wilmington, DE 19805

A date/time receipt for your records is available upon request.

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

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

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

As soon as possible

The Department will work diligently to complete the proposal review and selection process in an expeditious fashion. Bidders may be asked to be available to respond to questions from the review panel by telephone or in person, if necessary. However, proposals are expected to stand alone based upon the written information submitted.

Minority or Women Owned Business Enterprise?

Visit <http://gss.omb.delaware.gov/omwbe/index.shtml> to register with the State of Delaware.

## 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 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 (PBH) and Division of Youth Rehabilitative Services (YRS), 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 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 at the discretion of DSCYF. Contracts will be awarded per county based on the Departments' needs. Providers 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 in compliance with all regulations as required by all levels of State and Federal government for operation of a commercial transportation vehicle(s) and who are willing to accept the terms and conditions set forth by the Divisions. Contracts will be written for one or more years at the discretion of DSCYF. Contract renewals are contingent upon satisfactory performance and availability of funds for a cumulative total of five years. The initial contract will begin approximately July 1, 2012. **Note that all current DSCYF transportation providers must respond to this RFP if they desire to be considered for these services.**

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

- A. Referrals - A DSCYF employee (DFS Social Worker, PBH Clinical Services Management Team or YRS Case Manager) 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 or voucher to request transportation service.
- Escorts: DSCYF requires all clients under the age of thirteen (13) years to have an adult escort assigned to the vehicle in which they are transported in addition to the driver. All responses to this RFP should clearly specify whether the provider has the capacity to provide such additional escorts.
- B. Reimbursement - Reimbursement for authorized services will be made based either on loaded mileage or on a per trip fee.
- **Mileage Based Reimbursement:** For trips greater than 8 miles one way reimbursement will be based on \$1.84/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 route must be taken and no deviations are allowed. Providers should use GPS or MapQuest/Google Map to identify the shortest 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 en route to the pickup point or en route from the drop-off.
  - **Per Trip Based Reimbursement:** Per trip reimbursement is \$10.20 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.

Reimbursement will be made only for trips resulting in DSCYF clients reaching their destination. DSCYF will also 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 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, driver’s license and business license. DSCYF will place a hold on all referrals if any required documents are expired, suspended or cancelled. Referrals will not be reinstated until DSCYF receives documentation showing the required documents in question have been reinstated.

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

### **A. Personnel Requirements**

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

1. The provider is responsible for assuring that all company drivers and escorts have undergone the State and Federal criminal background checks. All company drivers and escorts must be fingerprinted at a designated Delaware State Police location in order for a Delaware (State) and Federal (National) background check to be completed. The State Bureau of Identification (SBI) will process both the Delaware State and Federal Bureau of Investigation (FBI) fingerprint information. Providers will be required to submit subsequent background checks for all drivers and escorts as deemed appropriate by the DEPARTMENT.

Note: No third party background checks will be accepted.

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

2. The provider is responsible for submitting all company drivers’ and escort’s information to the DEPARTMENT for a Child Protection Registry check. If a company driver is listed on the Child Protection Registry he/she must not transport DEPARTMENT youth at any time. If it is identified that a company driver who is listed on the Registry drives a DEPARTMENT youth the Contract may be terminated.
3. The provider who employs drivers is responsible for the following standards:

- Drivers must be at least twenty-one (21) years of age, possess a current state driver's license and appropriate training. All drivers who transport clients in vehicles designed to carry sixteen (16) or more passengers including the driver, are required to have a Class C driver's license and adhere to the Delaware transportation code. The capacity of the vehicle -- not the number of passengers carried -- is the controlling factor;
- 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 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;
- 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 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.
- 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 \$350,000 combined single limit automobile liability insurance and \$350,000 general liability insurance. A Certificate of Insurance must be submitted as proof the provider has the required insurance. The certificate shall identify DSCYF and the Divisions as the "Certificate Holder" and "Additional Insured" and shall be valid for the contract's period. Proper insurance must be maintained at all times. All referrals will be placed on hold if DSCYF receives notification of cancellation. 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, 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 are not at the designated pickup location at the requested time.
4. The provider must maintain such records as are necessary to fully disclose the extent of services provided and, when required, furnish the Division 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, address, pick up and drop off site, time of pickup and time of drop off.

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, complaint procedures, reportable events, 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.
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 a claim for 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 is on each vehicle;
- A regulation size Class B chemical type fire extinguisher is on each vehicle. Extinguisher must have a visible gauge or inspection tag reflecting annual inspections and be placed in easy reach of the driver. The extinguisher must be mounted in a bracket located in the driver's compartment and be readily accessible to the driver and passengers. The extinguisher's pressure gauge must be easily read without moving the extinguisher from its mounted position. The operating mechanism shall be sealed with a type of seal that will not interfere with the use of the fire extinguisher;
- Seat belts and/or shoulder straps are installed in all vehicles;
- Passenger occupancy will not exceed the vehicle manufacturer's approved seating occupancy;
- Vehicle interior and exterior will be free of hazardous debris or unsecured items;
- Interior vehicle equipment will be secured at all times;
- Vehicles will be operated within manufacturer's safe operating standards at all times;
- Vehicles will display a company identification when transporting DSCYF clients;
- Transportation services are rendered in vehicles that are maintained and kept clean and in good condition at all times.

#### 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;
- 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. The driver is also shall not smoke while transporting DSCYF clients;
- Passenger windows will not be opened more than 50% when children are in transport;
- All children under the age of thirteen (13) years must have an adult escort other than the driver.

E. Confidentiality

The provider must assure that DSCYF clients' confidentiality and privacy rights are protected. Drivers and other staff members will be instructed NOT TO DISCLOSE passengers are using DSCYF-funded transportation; nor youth or any members of their family are DSCYF clients or are receiving DSCYF services.

**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.

**See Attachment A and B below for additional information and instructions.**

ATTACHMENT A:

BIDDER'S INSTRUCTIONS

**DEPARTMENT OF SERVICES FOR CHILDREN, YOUTH & THEIR FAMILIES**

***Submission Instructions***

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

**I. FORMAT**

Proposals must be printed on 8 1/2" x 11" paper and should be formatted with 1" margins using size 12 Times New Roman font. To be considered all proposals must be submitted in writing and respond to the items outlined in this RFP. Videos will not be presented to the panel. Binding, color graphics and extensive attachments are unnecessary.

To be considered, vendors must submit a complete response to this RFP. An official authorized to bind the vendor to the proposal must sign proposals. The successful vendor must be in compliance with all licensing requirements of the State of Delaware.

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

**II. QUESTIONS**

All questions regarding this request should be directed to H. Ryan Bolles at 302-633-2701. If you have a number of questions e-mail to them to Herbert.Bolles@State.DE.US. Content questions will be forwarded to the appropriate program administrators. RFP updates and answers to significant content questions will be posted on the State's Solicitation web site [www.bids.delaware.gov](http://www.bids.delaware.gov). Please refer to this web site often for updates.

**III. ETHICS LAW RESTRICTIONS**

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

**IV. PROPOSALS BECOME STATE PROPERTY**

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

**V. RFP AND FINAL CONTRACT**

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

**VI. PROPOSAL AND FINAL CONTRACT**

The content of each proposal will be considered binding on the bidder and subject to subsequent contract confirmation if selected. The content of the successful proposal may be included by reference in any resulting contract. All prices, terms, and conditions contained in the proposal shall remain fixed and valid

for ninety (90) days after the proposal due date. Contract negotiations will include price re-verification if the price guarantee period has expired.

## **VII. MODIFICATIONS TO PROPOSALS**

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

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

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

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

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

The Proposal Review Committee shall assign up to the maximum number of points as stated in this Section for each Evaluation Item to each of the proposing firms. All assignments of points shall be at the sole discretion of the Proposal Review Committee.

The Proposal Review Committee reserves the right to:

- Select for 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. The criteria below shall be used by the proposal review committee to review proposals. Bidders may be scheduled to make oral presentations in support of their written proposals. The Review Panel will assess the strength and clarity of any oral presentation and combine the evaluations of both written and oral presentations (when applicable) in determining the overall evaluation of the proposal and in making recommendations. A summary of the Panel's recommendations will be available for review upon request.

### Evaluation Criteria:

1. Reimbursement acknowledgement (Y/N)
  - a. Has bidder accepted reimbursement rates and methodologies?

2. Required documentation (33%)
  - a. Drivers' licenses, Drivers' records, insurance documentation?
3. Organization Capacity and Capability (33%)
  - a. What is the organizations demonstrated capacity and capability to properly provide the service as described in the RFP?
4. Experience/Demonstrated Ability and Reputation (34%)
  - a. History of the organization with DSCYF and/or other State and/or Federal agencies providing transportation

**X. REJECTION OF PROPOSALS**

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

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

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

The proposal must conform to the requirements of the Proposal Procedures and the Required Information Sections of the RFP. The State specifically reserves the right to waive any informalities or irregularities in the proposal format.

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

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

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

**XII. STANDARDS FOR SUBCONTRACTORS**

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

All sub or co-contractors must be identified in the Contractor's proposal. The proposal's 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 receipt of a State of Delaware Purchase Order signed by two authorized representatives of the agency requesting service, properly processed through the State of Delaware. The Purchase Order shall serve as the authorization to proceed in accordance with the bid specifications and the special instructions, once the successful firm receives it.

### **XVI. INDEMNIFICATION**

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

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

In performance of this contract, the firm is required to comply with all applicable federal, state and local laws, ordinances, codes, and regulations. The cost of permits and other relevant costs required in the performance of the contract shall be borne by the successful firm. By the time of contract signature, the

firm shall be properly licensed and authorized to transact business in the State of Delaware as defined in Delaware Code Title 30, Sec. 2502.

### **XIII. INSURANCE**

- A. As a part of the contract requirements, the contractor must obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the insurance specified below with a carrier satisfactory to the State.
  - 1. Workers' Compensation Insurance under the laws of the State of Delaware and Employer's Liability Insurance with limits of not less than \$100,000 each accident, covering all Contractors' employees engaged in any work hereunder.
  - 2. Comprehensive Liability -Up to one million dollars (\$1,000,000) single limit per occurrence including:
    - a. Bodily Injury Liability -All sums which the company shall become legally obligated to pay as damages sustained by any person other than its employees, caused by occurrence.
    - b. Property Damage Liability -All sums which the company shall become legally obligated to pay as damages because of damages to or destruction of property, caused by occurrence
    - c. Contractual liability, premises and operations, independent contractors, and product liability.
- B. Forty-five (45) days written notice of cancellation or material change of any policies is required.

### **XIX. NON-DISCRIMINATION**

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

### **XX. COVENANT AGAINST CONTINGENT FEES**

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

### **XXI. CONTRACT DOCUMENTS**

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

**XXII. APPLICABLE LAW**

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

**XXIII. SCOPE OF AGREEMENT**

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

**APPLICATION FORMS (See Attachment B Bidder Forms)**

Each bidder shall complete the following forms which are included:

- o Organization Fact Sheet
- o Assurances
- o Certification, Representation, and Acknowledgements

*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.*

**DESCRIPTION OF THE ORGANIZATION**

The purpose of this section is to assist the Review Committee to determine the ability of the organization to provide the services described in the application. The response should contain at a minimum the following information:

- o Brief description of the current organization before potential award of this contract including: company history, number of authorized drivers, number of tagged vehicles, number of current escorts (if applicable), etc.
- o Bidder's experience, if any, providing similar transportation services
- o Although not required to submit a proposal a Delaware Business License is required at the start of a potential contract unless the agency is certified non-profit. However, please submit a copy of your Delaware business license if you already have one.

This section should not extend beyond three (3) pages

**ORGANIZATION REFERENCES**

- o 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 agency for transportation

**FINANCIAL SECTION**

The Review Committee will examine all financial materials.

- o Each organization is required to submit **one** electronic or paper copy of its last full fiscal year's tax filing or audit, and non-profits must also submit one copy of last year's I.R.S. Form 990.

**REQUIRED DOCUMENTATION**

Each bidder shall submit the following documentation as part of its proposal:

- o One (1) copy of a valid driver's license for each proposed driver to transport DSCYF clients
- o One (1) copy of a driver's record for each proposed driver to transport DSCYF clients (no older than 30 days)
- o Copy(ies) of current insurance certification/certificate listing all bidder owned vehicles. If starting a new transportation company please submit a letter from an insurance company that you are eligible for coverage. Coverage will be verified upon contract award.
- o Submit the following items for each proposed driver to transport DSCYF clients if available as part of your proposal. Please note all documentation is required prior to start of a potential contract. The items required for each driver are: criminal background check results, semi-annual drug screening results, annual physical documentation.

**FOR YOUR RECORDS**

One component of every DSCYF contract is the “Statement of Agreement”. This document spells out the legal obligations under which both the DEPARTMENT and the CONTRACTOR must operate. The document is included below as a courtesy for your review as you propose entering into a contractual agreement with the Department. This document is part of all contracts as they are being routed for signature to the successful bidders.

**STATEMENT OF AGREEMENT  
THE DEPARTMENT OF SERVICES FOR CHILDREN, YOUTH AND THEIR FAMILIES**

**WHEREAS**, the DEPARTMENT has determined that:

The services described herein are required by the DEPARTMENT;

The CONTRACTOR possesses the necessary experience and skills and is equipped to efficiently and effectively perform any duties and assignments required to provide such services;

The CONTRACTOR is willing to provide such services and has provided a proposed budget or unit cost schedule for these services;

The CONTRACTOR’s proposal and budget or unit cost schedule are acceptable;

**NOW, WHEREFORE**, in consideration of the foregoing recitals and mutual covenants contained herein, the PARTIES do hereby agree to the following:

**ARTICLE I: DUTIES OF THE PARTIES**

**A. Duties of the DEPARTMENT**

The DEPARTMENT shall:

1. Contract Manager. Identify a Contract Manager who shall be the primary program liaison with the CONTRACTOR on behalf of the DEPARTMENT.
2. Operating Guidelines. Provide the CONTRACTOR with the policies, reimbursement and operating guidelines, and any other written documentation held or developed by the DEPARTMENT that the CONTRACTOR may reasonably request in order to perform its duties hereunder.

**B. Duties of the CONTRACTOR**

The CONTRACTOR shall:

1. Contract Manager. Identify a Contract Manager who shall be the primary contact with the DEPARTMENT on behalf of the CONTRACTOR for this Contract.
2. Program of Services (and/or Products). Provide the program of services (and/or products) as set forth in Attachment A, Description of Services, which is made a part of this Contract. The program operated by the CONTRACTOR pursuant to this Contract must satisfy all mandatory State and Federal requirements. In providing said services under this Contract the CONTRACTOR agrees to conform to service eligibility priorities established by the DEPARTMENT.
3. Satisfy Licensure, Certification, and Accreditation Standards. Comply with all applicable State and Federal licensing standards and all other applicable standards as required by this Contract, to assure the quality of services provided under this Contract.
  - a. Compliance with Operating Guidelines. The CONTRACTOR agrees to abide by the DEPARTMENT's Operating Guidelines and to operate in accordance with the procedures delineated therein.
  - b. Notification of Status Change. The CONTRACTOR shall immediately notify the DEPARTMENT in writing of any change in the status of any accreditations, regulations, professional, program or other licenses or certifications in any jurisdiction in which they provide services or conduct business. If this change in status is the result of the CONTRACTOR’s accreditation, licensure, or certification being suspended, revoked, or otherwise impaired in any jurisdiction, the CONTRACTOR understands that such change may be grounds for termination of the Contract. CONTRACTOR shall notify the DEPARTMENT of any criminal charges against or criminal investigations of CONTRACTOR.

- c. By signature on this contract, the CONTRACTOR represents that the CONTRACTOR and/or its Principals, along with its subcontractors and/or assignees under this contract, are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded for procurement or non-procurement activities by any Federal government department or agency.
4. Compliance with Laws and Regulations. Be responsible for full, current, and detailed knowledge of and compliance with published Federal and State laws, regulations, and guidelines (ie, Health Insurance Portability and Accountability Act (HIPAA) of 1996) pertinent to discharging the CONTRACTOR's duties and responsibilities hereunder.
  - a. Compliance with Drug-Free Work Place Act of 1988. If applicable, the CONTRACTOR agrees to comply with all the terms, requirements, and provisions of the Drug-Free Work Place Act of 1988 as detailed in the Governor's Certification Regarding Drug-Free Work Place Requirements that is available from the DEPARTMENT upon request.
5. Assistance with Federal Entitlement Revenue Maximization. In entering into this contract, the CONTRACTOR understands that, as a provider of services to children, they may be subject to the requirements of various Federal entitlement programs included in the Department's Cost Recovery initiative. The CONTRACTOR agrees to assist the department in its efforts to recover Federal funds by providing such information as enumerated below:
  - a. Proof of licensure, certification, accreditation, etc. or other information as may be necessary to support enrollment in the Delaware's Medical Assistance Program.
  - b. If applicable, a list of the usual and customary charges charged to other purchasers of service for the same type(s) of service purchased by the DEPARTMENT.
  - c. If enrolled in the Medicaid program of another state or the Federal Medicare program: the rates paid by those programs for the type(s) of service purchased by the DEPARTMENT, and notification of any current or prior sanctions or requests or pending requests for sanctions by the Centers for Medicare and Medicaid Services (CMSS), U.S. DHHS.
  - d. Identification of the proportion of any expenses, whether unit cost or cost reimbursable, charged to the DEPARTMENT that cover the cost of educational services (i.e. teacher salaries, textbooks, etc.).
  - e. If the CONTRACTOR is a non-accredited provider of residential mental health or behavioral rehabilitative services, the CONTRACTOR shall cooperate with the DEPARTMENT in identifying the proportion of expense incurred by the DEPARTMENT that may be covered by the Medicaid or Title IV-E (room and board) programs.
  - f. Documentation related to substantiating the provision of services to individual children.
6. Confidentiality. Establish appropriate restrictions and safeguards against access by unauthorized personnel to all data and records. Confidentiality of all data, records, and information obtained by the CONTRACTOR shall be governed by Federal and State statutes and regulations, and DEPARTMENT policy.
7. Cooperation with Third Parties. Cooperate fully with any other party, contractor, consultant, or agency identified by the DEPARTMENT in writing as necessary to the performance of this Contract.
8. Independent Contractor Status. Recognize that it is operating as an independent contractor and that it solely 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 damage to any and all property, of any nature, arising out of the CONTRACTOR's negligent performance under this Contract, and particularly without limiting the foregoing, caused by, or resulting from, or arising out of any act or omission on the part of the CONTRACTOR in its negligent performance under this Contract. The CONTRACTOR agrees to save, hold harmless and defend the DEPARTMENT from any liability that may arise as a result of the CONTRACTOR's negligent performance under this Contract.
9. Insurance. Recognize that it can either elect to be self-insured or to carry professional liability insurance to deal with the above-described liability; provided, however, that proof of sufficient insurance or proof of sufficient assets for self-insurance may be required by the DEPARTMENT, upon request at any time, as a condition of this Contract.
10. Grievances. Establish a system through which recipients of services under this Contract may present grievances about said services or the operation of the service program. The CONTRACTOR shall advise recipients of this right and shall also advise applicants and recipients of their right to appeal the grievance to the DEPARTMENT.
11. Best Efforts for Supplies and Materials at Lowest Cost. The CONTRACTOR shall use its best efforts to obtain all supplies and materials incidental for use in the performance of this Contract at the lowest practicable cost and to contain its total costs where possible by competitive bidding whenever practical.

### C. **Duties of Both PARTIES**

1. **Communication.** Formal communication concerning the Contract, program activities, treatment methods, reports, etc., shall be made via written correspondence between the Contract Managers of both PARTIES. Communications of a contractual nature shall be accomplished via written correspondence between designated officials of both PARTIES. Each PARTY shall designate, in writing, its authorized official representative to the other PARTY prior to the effective date of the Contract. Each PARTY shall notify the other, in writing, of any change of their official representative.

## **ARTICLE II: PAYMENT**

- A. **Contract Subject to Availability of Funds.** This Contract is entered into subject to the availability of funds for the services covered by the Contract. In the event funding to the DEPARTMENT is not available or continued at an aggregate level sufficient to allow for purchase of the indicated quantity of agreed upon services, the obligations of each PARTY under this Contract shall thereupon be terminated. Any termination of this Contract resulting therefrom shall be without prejudice to any and all obligations and liabilities of either PARTY already accrued prior to such termination.
- B. **Reimbursement Amount.** The DEPARTMENT agrees to pay the CONTRACTOR as described in Attachment B.
- C. **Requirement of Purchase Order.** This Contract is subject to approval of a State of Delaware Purchase Order, approved by the Department of Finance. The State of Delaware shall not be liable for expenditures made or services delivered prior to the CONTRACTOR's receipt of the Purchase Order.
- D. **Withholding of Payments to the Contractor.** The DEPARTMENT may throughout the contract period withhold payment for failure to provide goods or perform services as specified under this contract. The DEPARTMENT has a right to recovery and a right to withhold payment in the event of the CONTRACTOR's failure to deliver services or complete necessary records or deliverables. In the event of CONTRACTOR failure in the regular course of business and normal periodic billing to timely and adequately provide record documentation of services provided under this Contract, the DEPARTMENT may withhold the final amount of a billing or the specified portion of billing relating to such services until such adequate record documentation is received by the DEPARTMENT, provided that such documentation is received within a reasonable time following normal periodic billing and record documentation in the regular course of business for the services provided. In no event however shall the Department be liable for services provided for which a) the CONTRACTOR has not provided timely and adequate record documentation during the regular course of business and periodic billing, and b) the DEPARTMENT has thereafter reasonably requested or demanded adequate record documentation or billing for any services provided for a period of time at issue, and c) the CONTRACTOR has thereafter unreasonably delayed in providing billing or record documentation following such a request or demand for record documentation or billing.

## **ARTICLE III: ANTI-DISCRIMINATION**

- A. **Equal Employment Opportunity Practices.** The CONTRACTOR agrees to comply with all the terms, provisions, and requirements of Title VII of the Civil Rights Act of 1964, Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in U.S. Department of Labor regulations and any other applicable Federal, state, local, or other equal employment opportunity act, law, statute, regulation and policy, along with all amendments and revisions of these laws, in the performance of this Contract.
- B. **Non-Discrimination Provisions and Requirements.** The CONTRACTOR agrees to comply with all the terms, requirements, and provisions of Titles VI and VII of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, and any other applicable Federal, State, local, or other anti-discriminatory act, law, statute, regulation, or policy, along with all amendments and revisions of these laws, in the performance of this Contract, and the CONTRACTOR agrees not to discriminate against any employee or applicant for employment because of race, creed or religion, age, sex, color, national or ethnic origin, disability, or upon any other discriminatory basis or criteria.

#### **ARTICLE IV: TERMINATION**

- A. Condition of Termination. This Contract may be terminated by: (1) The DEPARTMENT for any unsatisfactory performance of this Contract documented by the DEPARTMENT, including, but not limited to, failure of the CONTRACTOR to deliver satisfactory products or services, as specified, in a timely fashion, or (2) The DEPARTMENT or the CONTRACTOR for violation of any term or condition of this Contract upon thirty (30) days written notice to the other PARTY, or (3) The DEPARTMENT or the CONTRACTOR as a result of loss or reduction of funding for the stated services as described in Attachment A (Description of Services), effective immediately as provided by Article II.A of this Contract.
- B. Rights Upon Termination. In the event this Contract is terminated for any reason, the DEPARTMENT shall, in the case of cost reimbursable contracts, retain without cost ownership of all case records maintained by the CONTRACTOR in the execution of its duties hereunder. Upon written request from the DEPARTMENT, said CONTRACTOR shall provide copies of all case records within fifteen (15) days of receipt of the termination notice. In the event the CONTRACTOR fails to provide such records in a timely manner, the CONTRACTOR shall reimburse the DEPARTMENT for any legal or administrative costs associated with obtaining such records. Any service expenditure, specified under this Contract, incurred prior to the date of termination shall be authorized and paid for in accordance with the terms of the Contract even though payment occurs subsequent to the termination date.

#### **ARTICLE V: ADMINISTRATIVE PROCEDURES**

- A. Amendment, Modification and Waiver.
1. Procedure for Amendment. This Contract may be amended by written agreement duly executed by authorized officials of both PARTIES. No alteration, variation, modification or waiver of the terms and provisions of this Contract shall be valid unless made in writing and duly signed by the PARTIES. Every amendment shall specify the date on which its term and provision shall be effective.
  2. Nullification. In the event of amendments to current Federal or State of Delaware laws that nullify any term or provision of this Contract, the remainder of the Contract will remain unaffected.
  3. Waiver of Default. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Contract unless stated to be such in writing, signed by an authorized representative of the DEPARTMENT and attached to the original Contract.
- B. Notice Between the Parties. Any notice required or permitted under this Contract shall be effective upon receipt and may be hand delivered with receipt requested and granted or by registered or certified mail with return receipt requested. Either PARTY may change its address for notices and official formal correspondence upon five (5) days' written notice to the other.
- C. Coordination with Federal Funding. The CONTRACTOR certifies that any Federal funds to be used under this Contract do not replace or supplant State of Delaware or local funds for already-existing services. The CONTRACTOR warrants that any costs incurred pursuant to this Contract will not be allocable to or included as a cost of any other Federally financed program in the current, a prior, or a subsequent period. The CONTRACTOR further certifies that the services to be provided under this Contract are not already available without cost to persons eligible for social services under the Public Assistance Titles of the Social Security Act. In the event the DEPARTMENT will utilize Federal funds as all or part of the compensation agreed to hereunder, the CONTRACTOR shall execute the US Department of Health and Human Services Certification Regarding Lobbying required by section 1352, title 31 U.S. Code.
- D. Subcontracts. The CONTRACTOR shall not enter into any subcontract for any portion of the services covered by this Contract, except with the prior written approval of the DEPARTMENT, which shall not be unreasonably withheld. The requirements of this paragraph do not extend to the purchase of articles, supplies, equipment, and other day-to-day operational expenses in support of staff providing the services covered by this Contract. No

provision of this paragraph and no such approval by the DEPARTMENT of any subcontract shall be deemed in any event or in any manner to provide for the incurrence of any obligation by the DEPARTMENT in addition to the total agreed upon cost under this Contract. For the purpose of this Agreement, licensed independent professionals including, but not limited to, physicians, psychologists, social workers and counselors shall not be considered "subcontractors" as that term is used in this paragraph.

- E. Non-Assignability. The CONTRACTOR shall not assign the contract or any portion thereof without prior written approval of the DEPARTMENT and subject to such conditions and provisions as the DEPARTMENT may deem necessary. No such approval by the DEPARTMENT of any assignment shall be deemed to provide for the incurrence of any obligations of the DEPARTMENT in addition to the total agreed upon price of the Contract.
- F. Interpretation.
1. Third Party Beneficiary Exclusion. This Contract is executed solely for the mutual benefit of the PARTIES. It is the express intention of the PARTIES that no provision of this Contract should be interpreted to convey any rights or benefits to any third party.
  2. Choice of Law. This Contract shall be interpreted and any disputes resolved according to the laws of the State of Delaware. The CONTRACTOR agrees to be bound by the laws of the State of Delaware and to bring any legal proceedings arising hereunder in a court of the State of Delaware. For the purpose of Federal jurisdiction, in any action in which the State of Delaware or the DEPARTMENT is a party, venue shall be in the United States District Court for the State of Delaware.
  3. Headings. The article, section and paragraph headings used herein are for reference and convenience only and shall not enter into the interpretation hereof.
- G. Qualifications to Conduct Business. (Not applicable for Contracts with other Delaware State Agencies or Delaware Municipalities.)
1. Qualification to Provide Service. The CONTRACTOR warrants that it is qualified to do business in Delaware or the state in which services under this Contract shall be provided, and is not prohibited by its articles of incorporation, bylaws, or the law under which it is incorporated from performing the services required under this Contract.
  2. Documentation of Business Status. The CONTRACTOR shall submit to the Contract Manager copies of all licenses, accreditations, certifications, sanctions, and any other documents that may reasonably be required as specified by the DEPARTMENT. If the CONTRACTOR conducts business in Delaware, the CONTRACTOR must possess a valid Delaware Business License, obtainable from the State of Delaware Division of Revenue. The CONTRACTOR shall submit a copy of the license at the time of signature of the Contract; provided, however, that if the CONTRACTOR is a non-profit organization, the CONTRACTOR shall instead submit, at the time of signature of the Contract, written approval from the U.S. Internal Revenue Service of this non-profit status.
  3. Change in Business Status. The CONTRACTOR shall promptly notify the DEPARTMENT of any change in its ownership, business address, corporate status, and any other occurrence or anticipated occurrence that could materially impair the qualifications or ability of the CONTRACTOR to conduct business under this Contract.
  4. Suspension/Exclusion from Medicaid/Medicare. If the CONTRACTOR is suspended or excluded from participation in the Medicaid Assistance Program of the State of Delaware or another state or from the Medicare Program, or charged with sanctions or violation of such programs, the CONTRACTOR shall promptly notify the DEPARTMENT in writing of such charges, sanctions, violations, suspension or exclusion. CONTRACTOR agrees such suspension, exclusion, violations, sanctions, or charges may, at the DEPARTMENT's discretion, be deemed a material breach of this Contract and good cause for immediate termination of this Contract, and the DEPARTMENT shall not be liable for any services provided after the date of such termination.
- H. Records and Audits.
1. Maintenance. The CONTRACTOR shall maintain books, records, documents, and other evidence pertaining to this Contract to the extent and in such detail as shall adequately document the provision of reimbursed services for purposes of programmatic or financial audit. The CONTRACTOR agrees to maintain specific program records and statistics as may be reasonably required by the DEPARTMENT. The CONTRACTOR agrees to preserve and, upon request, make available to the DEPARTMENT such records for a period of five

- (5) years from the date services were rendered by the CONTRACTOR. Records involving matters in litigation shall be retained for five years or one (1) year following the termination of such litigation (whichever is later).
2. Availability for Audits and Program Review. The CONTRACTOR agrees to make such records available for inspection, audit, or reproduction to any official State of Delaware representative in the performance of his/her duties under the Contract. The CONTRACTOR agrees that an on-site program review, including, but not limited to, review of service records and review of service policy and procedural issuances may be conducted at any reasonable time, with or without notice, by the DEPARTMENT when it is concerned with or about the services performed hereunder. Failure by the CONTRACTOR to accord the DEPARTMENT reasonable and timely access for on or off-site program review or to necessary records for programmatic or organizational audit may, at the DEPARTMENT'S discretion, be deemed a material breach of this Contract and good cause for immediate termination of this Contract, and the DEPARTMENT shall not be liable for any services provided after the date of such termination.
  3. Costs Owning. The cost of any Contract audit disallowances resulting from the examination of the CONTRACTOR's financial records will be borne by the CONTRACTOR. Reimbursement to the DEPARTMENT for disallowances shall be drawn from the CONTRACTOR's own resources and not charged to Contract costs or cost pools indirectly charging Contract costs.
  4. Contract Termination. The CONTRACTOR shall maintain program records for a period of five (5) years from the date services were rendered by the CONTRACTOR and shall make these records available on request by the DEPARTMENT, notwithstanding any termination of this Contract.
- I. Assignment of Causes of Action Relating to Antitrust Laws. In the event the CONTRACTOR is successful in an action under the antitrust laws of the United States and/or the State of Delaware against a vendor, supplier, subcontractor, or other party who produces particular goods or services to the CONTRACTOR that impact on the budget for this Contract, the CONTRACTOR agrees to reimburse the DEPARTMENT the pro rata portion of the damages awarded that are attributable to the goods and/or services used by the CONTRACTOR to fulfill the requirements of this Contract. In the event the CONTRACTOR refuses or neglects after reasonable notice by the DEPARTMENT to bring such antitrust action, the CONTRACTOR will be deemed to assign such action to the DEPARTMENT.

**ATTACHMENT B:**

**BIDDER'S FORMS**

**ORGANIZATION FACT SHEET**

RFP Title: Client Transportation Services

**County Coverage of Proposal** (circle all that apply):      NCC      KC      SC

Acknowledgement and Acceptance of Compensation Amount and Methodology  
**(checked box required to be considered responsive to this RFP)**

CORPORATE INFORMATION			
Corporation Name:	_____		
Home Office Address:	_____ _____ _____		
Contact Person:	_____		
Home Office Phone #:	_____		
Fax Number:	_____		
E-mail Address:	_____		
Indicate below with an "X" all that apply:			
<input type="checkbox"/> Non-Profit Agency	<input type="checkbox"/> Woman Owned Agency	<input type="checkbox"/> Minority Owned Agency	<input type="checkbox"/> Disadvantaged Business Enterprise

BIDDING OFFICE INFORMATION <b>(IF DIFFERENT)</b>	
Name:	_____
Address:	_____ _____ _____
Contact Person:	_____
Contact Phone #:	_____
Fax Number:	_____
E-mail address:	_____

Vendor EI#: \_\_\_\_\_ Delaware Business License#: \_\_\_\_\_  
(Not required to bid)

A Delaware Business License is not required to bid, but is required at the time of contract signing **IF** the bidder will be providing services within the State of Delaware and agency is for profit.

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

**ASSURANCES**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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Name of Organization's Authorized Administrator

---

Signature of Authorized Administrator

---

Date

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

By signing below, bidding contractors certify that:

- They are an established vendor in the services being procured
- They have the ability to fulfill all requirements specified for development within this RFP
- They have neither directly nor indirectly entered into an agreement, participated in any collusion, nor otherwise taken any action in restraint of free competitive bidding in connection with this proposal
- They are accurately representing their type of business and affiliations
- They have included in their quotation all costs necessary for or incidental to their total performance under contract
- 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 shown in the proposal, are to be levied upon the State as a result of a contract.
- The State will have exclusive ownership of all products of this contract unless mutually agreed to in writing at the time a binding contract is executed.

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

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

\_\_\_\_\_  
Date