



DSCYF
Department of Services for
Children, Youth & Their Families

RFP# CYF 25-01

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

SERVICE COMPONENTS

Client and Caregiver Transportation

INFORMATIONAL BIDDERS CONFERENCE: NONE

SUBMISSION DEADLINE: **Monday, June 23, 2025, by 2:00 pm Eastern Time**

The RFP schedule is as follows:

Submit questions to H. Ryan Bolles, DSCYF Procurement Administrator, at herbert.bolles@Delaware.gov Questions received close to the deadline may not receive a response. The State of Delaware reserves the right to determine if there is enough time to answer submitted questions. NOTE: **ALL currently contracted providers, whether proposing the same services or to add to their current service array, who wish to be considered for a re-award must respond to this RFP to be considered.**

None

There is **no** bidders' conference scheduled for this RFP.

**06/23/2025
by 2:00 PM
ET**

For this RFP DSCYF will accept your proposal by email as described below. Please submit the **minimum number** of email attachments as possible keeping potential attachment size limitations. A single proposal attachment is preferred, but not mandatory.

**PROPOSAL
DELIVERY:**

Proposals must be received by email by **06/23/2025** by **2:00 PM** ET.

Emailed proposals arriving with a **State of Delaware** system date/time stamp after 2:00 pm local time on the stated due date will not be accepted. DSCYF is not responsible for undelivered or delayed emails for any reason. If you experience any problem, please reach out to Ryan Bolles at herbert.bolles@delaware.gov **as soon as possible**.

Please submit your agency's proposal to DSCYF_Bids_Submission@delaware.gov NOTE: the State of Delaware is not responsible for undelivered or delayed emails for any reason. **Submission email must have a date/time stamp when received by the State of Delaware in compliance with the stated due date/time. You are advised NOT to wait until the last minute to submit your proposal.**

The contents of any proposal shall not be disclosed by the Stat 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** to provide transportation services. Occasionally, transportation requests may be to neighboring states as well.

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

1. **Referrals and Funding Authorizations**

- A. Referrals - A DSCYF employee will authorize transportation to and from a specific location. Typically, a DSCYF employee will contact the provider to arrange transportation in advance of the client's appointment, however there may be times when the need is more immediate. The referring Division requesting transportation service will submit their referral, service authorization number or voucher to the transportation provider.
- B. Reimbursement - Reimbursement for authorized services will be made based either on loaded rate per mile or on a flat per trip fee. Reimbursement will be made only for trips resulting in DSCYF clients reaching their destination.

Current Contract Rates (for comparison purposes)

Service	Current Rate
One way trip greater than 8 miles	\$2.06 per mile
One way trip 8 miles or less	\$10.50 flat rate
No show rate	Equal to the one-way trip rate applied above
Airport pickup delay	\$31.22 per hour

Bidders are required to **propose their most competitive rate** for each service of interest listed on the Bidder Fact Sheet which is posted where this RFP is posted.

C. Service Type Description – A description of each transportation related service type follows:

- Routine Mileage Based Reimbursement: For trips greater than 8 miles one-way DSCYF will reimbursement the successful bidders based on **a per mile rate**. 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. **Interested bidders must propose a rate on the Bidder Fact Sheet.**
- Routine Per One-Way Trip Based Reimbursement: For trips 8 mile or less one-way DSCYF will reimbursement the successful bidders at **a flat rate**. 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. **Interested bidders must propose a rate on the Bidder Fact Sheet.**
- No-Shows: DSCYF will reimburse the successful bidders 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. A “no-show” is also when the client refuses to be transported at the designated time. If a client is deemed a “no-show”, DSCYF will reimburse the successful bidders at a rate calculated based on whether the **one-way trip** would have been compensated using the per mile rate or flat rate described above for the requested one-way trip.
- Airport Pick-Up Delay: In the event a youth is delayed in being available for pick-up at the airport from which a transportation provider has been requested to pick-up at an agreed upon time, DSCYF will reimburse the provider at **a per hour** rate after the first full hour has passed. **Interested bidders must propose a rate on the Bidder Fact Sheet.**
- Special Monthly Meeting Transportation: Separate from routine transportation, the Division of Family Services requires monthly transportation of approximately 20-30 youth, about 14-22 years of age, originating from various statewide locations to a designated once a month meeting location in either Dover, Newark or Wilmington (the location rotates regularly). Meetings typically begin at 5:30 pm and end between 7:30-8:00 pm. At the end of the meeting a driver must be ready to then transport youth back home to statewide locations. Because of the nature of these transportation runs it is expected that multiple vehicles will be needed each month. Bidders are **NOT** required to bid to provide all of these transportation services statewide in order to be awarded a single county. Bidders may indicate from which counties it can pick up and drop off. **Interested bidders are required to propose a per mile rate and indicate from which counties it can provide these special meeting transportation services on the Bidder Fact Sheet.**

- Escort Attendees: DSCYF may require underage clients, 12 years and younger, to 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 bidder has the capacity to provide escorts as periodically needed. The minimum compensation will be for one hour at the hourly rate. After the first hour the rate will be prorated by the quarter hour. **Interested bidders must propose a rate on the Bidder Fact Sheet.**
- Additional Passenger(s): The cost of an additional passenger(s) (anyone beyond a youth **and** two caregivers which are included in the mileage or trip rate) will be negotiated on a **case-by-case basis**.
- Other Transportation Needs: DSCYF reserves the right to explore other transportation needs and scenarios with successful bidders. One example is bidders who are successfully enrolled in Delaware Medicaid may be eligible to provide additional transportation services funded through Medicaid.

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.

2. **Terms and Conditions**

The successful bidder 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 criminal background checks, vehicle registration, commercial and auto 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 successful bidder must comply with all State and Federal licensing standards and all other applicable standards as required to provide services under the resulting contract. The successful bidder must immediately notify DSCYF in writing of any change in the status of any accreditations, insurance, licenses or certifications in any jurisdiction in which they provide services or conduct business. If the change in status of any accreditations, insurance, licenses or certifications in any jurisdiction results in a suspension, revocation or general impairment in any jurisdiction, the successful bidder understands that such action may be grounds for termination or suspension of the resulting 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 successful bidder is responsible for assuring that all company drivers and escorts (current and future) have undergone the DSCYF specific State and Federal criminal background checks and DSCYF Child Protection Registry check. This background checks will be completed through the DSCYF Criminal History Unit. All company drivers and escorts must be

fingerprinted at a designated 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 successful bidder 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 successful bidder 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 successful bidder driver or escort who is listed on the Registry drives or escorts a DSCYF youth the resulting contract may be terminated.

2. The successful bidder 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 state 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 successful bidder must use all appropriate means to ensure 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 successful bidder suspects a driver to be driving under the influence of alcohol, narcotics or drugs/medications that would endanger the safety of clients, the successful bidder must 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 ensure the applicant has a safe and competent driving history. For three (3) years prior to transporting DSCYF clients, drivers must not have had a D.U.I. conviction or license revocation for D.U.I.; or must not have three (3) moving traffic violations on his/her driving 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 state 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, contractor-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.

- DSCYF specific background checks as described above

B. Administrative Requirements

1. The successful bidder is responsible for maintaining all federal, state and/or locally required insurance coverages for general liability, the protection of its fleet, clients, and personnel and, upon request, furnishing DSCYF with proof of this coverage. In addition, the successful bidder will also be responsible for providing proof of minimum insurance coverage described in Appendix A. A Certificate of Insurance must be submitted as proof the successful bidder 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 successful bidder 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 successful bidder must make these records available for examination by representatives of the DSCYF upon request.
3. The successful bidder 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 successful bidder 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 DSCYF client’s name, date(s) of service, address, pick up and drop off site, beginning location, ending destination, and total mileage.
5. The successful bidder 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: discipline for safety violations
 - Training programs such as: safety procedures, proper passenger handling, non-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 successful bidder 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 successful bidder. DSCYF places particular emphasis on the *safety of the vehicles* transporting clients. The successful bidder must always adhere to the following standards and ensure that:

- A basic first aid kit and roadside 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. However, caregivers may ride 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 must 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 must **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
- Drivers shall not be responsible for passenger's personal items.

E. Confidentiality

The successful bidder must ensure 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. Successful bidder staff must sign DSCYF Confidentiality policy #205 if requested by DSCYF.

3. Performance Expectations:

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

4. Proposal Evaluation Criteria

All proposals will be reviewed based on the following criteria:

1. Experience of the bidder providing the proposed services (max 20 points)
 - a. Demonstrated experience of the bidder to provide safe transportation services?
 - b. Has the bidder described in what counties it proposes serving?
2. Required documentation (max 20 points)
 - a. Drivers: Drivers' licenses, drivers' records, drivers' experience.
 - b. Vehicles: Vehicle insurance and other documentation meeting State/Federal standards.
 - c. Describe what training drivers will receive before being allowed to drive DSCYF youth.
3. Bidder organization capability (max 30 point)
 - a. What is the bidder's demonstrated ability to oversee/operate as a transportation provider?
 - b. What is the bidder's demonstrated ability to safely provide the transportation service as described in the RFP on the scale the bidder has proposed providing?
 - c. Has the bidder proposed any internal quality control and improvement system?
4. Experience, demonstrated ability and reputation (max 30 points)
 - a. History of the bidding organization with DSCYF and/or other State and/or Federal agencies providing transportation services.
5. Proposed Cost Per Service Description (max 25 points)

- a. Did the bidder propose a cost(s)?
- b. Is the proposed cost(s) reasonable and realistic?
- c. Are the proposed cost(s) **competitive** compared to the known market and other bidders?

6. Proposal Content Requirements:

All proposals must 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. Proposal including:
 - i. Identification of driver(s) along with required driver documentation and experience
 - ii. Identification of vehicle(s) and required documentation
 - iii. Driver training content
 - iv. Description of bidder's experience providing transportation services
 - v. List of previous contracts or agreements for transportation with any government or private agency with contact information for those agencies
- c. Proposed rate on the Bidder Fact Sheet for each service interested in providing
- d. Signed "Assurances" document and signed "Certifications, Representation, and Acknowledgements" document **available as a pdf document where this RFP is posted**
- e. 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 – Additional Bidder Information

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

1. 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. The State reserves the right to reject any non-responsive or non-conforming proposals.

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.

2. QUESTIONS

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

3. ASSISTANCE TO BIDDERS WITH A DISABILITY

Vendors with a disability may receive accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the Designated Contact no later than ten days prior to the deadline for receipt of proposals.

4. CONSULTANTS AND LEGAL COUNSEL

The State of Delaware may retain consultants or legal counsel to assist in the review and evaluation of this RFP and the bidders' responses. Bidders shall not contact the State's consultant or legal counsel on any matter related to the RFP.

5. 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 of 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.

6. CONTACT WITH STATE EMPLOYEES

Direct contact with State of Delaware employees other than the State of Delaware Designated Contact regarding this RFP is expressly prohibited without prior consent. Bidders directly contacting State of Delaware employees risk elimination of their proposal from further consideration. Exceptions exist only for organizations currently doing business in the State who require contact in the normal course of doing that business.

7. ORGANIZATIONS INELIGIBLE TO BID

Any individual, business, organization, corporation, consortium, partnership, joint venture, or any other entity including subcontractors currently debarred or suspended is ineligible to bid. Any entity ineligible to conduct business in the State of Delaware for any reason is ineligible to respond to the RFP.

8. EXCLUSIONS

The Proposal Evaluation Team reserves the right to refuse to consider any proposal from a bidder who:

- a. Has been convicted for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of the contract or subcontract;
- b. Has been convicted under State or Federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or other offense indicating a lack of business integrity or business honesty that currently and seriously affects responsibility as a State contractor;
- c. Has been convicted or has had a civil judgment entered for a violation under State or Federal antitrust statutes;
- d. Has violated contract provisions such as;
 - 1) Known failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
 - 2) Failure to perform or unsatisfactory performance in accordance with terms of one or more contracts;
- e. Has violated ethical standards set out in law or regulation; and
- f. Any other cause listed in regulations of the State of Delaware determined to be serious and compelling as to affect responsibility as a State contractor, including suspension or debarment by another governmental entity for a cause listed in the regulations.

9. PROPOSALS BECOME STATE PROPERTY

All proposals become the property of the State of Delaware and will not be returned to the bidder. Proposals submitted 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.

10. 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.

11. 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 one year after the proposal due date. Contract negotiations will include price re-verification if the price guarantee period has expired.

12. MODIFICATIONS TO PROPOSALS

Any changes, amendments or modifications to a proposal must be made in writing, submitted in the same manner as the original proposal 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.

13. NON-CONFORMING PROPOSALS

Non-conforming proposals will not be considered. Non-conforming proposals are defined as those that do not meet the requirements of this RFP. The determination of whether an RFP requirement is substantive, or a mere formality shall reside solely within the State of Delaware.

14. CONCISE PROPOSALS

The State of Delaware discourages overly lengthy and costly proposals. It is the desire that proposals be prepared in a straightforward and concise manner. Unnecessarily elaborate brochures or other promotional materials beyond those sufficient to present a complete and effective proposal are not desired. The State of Delaware's interest is in the quality and responsiveness of the proposal.

15. DISCREPANCIES AND OMISSIONS

Bidder is fully responsible for the completeness and accuracy of their proposal, and for examining this RFP and all addenda. Failure to do so will be at the sole risk of bidder. Should bidder find discrepancies, omissions, unclear or ambiguous intent or meaning, or should any questions arise concerning this RFP, bidder shall notify the State of Delaware's designated contact, in writing, of such findings at least ten (10) days before the proposal opening. This will allow issuance of any necessary addenda. It will also help prevent the opening of a defective proposal and exposure of bidder's proposal upon which award could not be made. All unresolved issues should be addressed in the proposal.

Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the designated contact, in writing, at least ten (10) calendar days prior to the time set for opening of the proposals.

16. REALISTIC PROPOSALS

It is the expectation of the State of Delaware that bidders can fully satisfy the obligations of the proposal in the manner and timeframe defined within the proposal. Proposals must be realistic and must represent the best estimate of time, materials and other costs including the impact of inflation and any economic or other factors that are reasonably predictable.

The State of Delaware shall bear no responsibility or increase obligation for a bidder's failure to accurately estimate the costs or resources required to meet the obligations defined in the proposal.

17. LATE PROPOSALS

Proposals received after the specified date and time will not be accepted or considered. To guard against premature opening, sealed proposals shall be submitted, plainly marked with the proposal title, vendor name, and time and date of the proposal opening. Evaluation of the proposals is expected to begin shortly after the proposal due date.

18. PROPOSAL OPENING

The State of Delaware will accept proposals until the date and time shown in this RFP. Proposals will be opened in the presence of State of Delaware personnel. There will be no public opening of proposals, but a log will be kept of the names of all bidder organizations that submitted proposals. The contents of any proposal shall only be disclosed in accordance with Delaware Code.

19. ACKNOWLEDGEMENT OF UNDERSTANDING OF TERMS

By submitting a proposal, each bidder shall be deemed to acknowledge that it has carefully read all sections of this RFP, including all forms, schedules and exhibits hereto, and has fully informed itself as to all existing conditions and limitations.

Any proposal received after the deadline for receipt of proposals shall not be considered. The bidder bears the risk of delays in delivery. The contents of any proposal shall not be disclosed as to be made available to competing entities during the negotiation process.

Upon receipt of bidder proposals, each bidder shall be presumed to be thoroughly familiar with all specifications and requirements of this RFP. The failure or omission to examine any form, instrument or document shall in no way relieve bidders from any obligation in respect to this RFP.

20. COST OF PROPOSAL PREPARATION

The State of Delaware will not pay any costs incurred by any bidder associated with any aspect of responding to this solicitation, including proposal preparation, attendance at vendor's conference, system demonstrations or negotiation process. All costs of proposal preparation will be borne by the bidder. The cost of all necessary permits, licenses, insurance policies, etc., required by local, state or federal laws shall be borne by the bidder at his/her own expense.

21. MULTI-VENDOR PROPOSALS (JOINT VENTURES)

Multi-vendor proposals (joint ventures) will be allowed only if one of the venture partners is designated as the "prime contractor". The "prime contractor" must be the joint venture's contact point for the State of Delaware and be responsible for the joint venture's performance under the contract, including all project management, legal and financial responsibility for the implementation of all vendor systems. If a joint venture is proposed, a copy of the joint venture agreement clearly describing the responsibilities of the partners must be submitted with the proposal. Services specified in the proposal shall not be subcontracted without prior written approval by the State of Delaware, and approval of a request to subcontract shall not in any way relieve the bidder of responsibility for the professional and technical accuracy and adequacy of the work. Further, the bidder shall be and remain liable for all damages to the State of Delaware caused by negligent performance or non-performance of work by its subcontractor or its sub-subcontractor.

Multi-vendor proposals must be a consolidated response with all cost included in the cost documents. Where necessary, RFP response pages are to be duplicated for each vendor.

a. Primary Vendor

The State of Delaware expects to negotiate and contract with only one "prime vendor". The State of Delaware will not accept any proposals that reflect an equal teaming arrangement or from vendors who are co-bidding on this RFP. The prime bidder will be responsible for the management of all subcontractors.

Any contract that may result from this RFP shall specify that the prime bidder is solely responsible for fulfillment of any contract with the State as a result of this procurement. The State will make contract payments only to the awarded bidder. Payments to any-subcontractors are the sole responsibility of the prime bidder (awarded bidder).

Nothing in this section shall prohibit the State of Delaware from the full exercise of its options under Section 22 regarding multiple source contracting.

b. Sub-contracting

The bidder selected shall be solely responsible for contractual performance and management of all subcontract relationships. The resulting contract allows subcontracting assignments; however, bidders assume all responsibility for work quality, delivery, installation, maintenance, and any supporting services required by a subcontractor.

Use of subcontractors must be clearly explained in the proposal, and major subcontractors must be identified by name. The prime bidder shall be wholly responsible for the entire contract performance whether or not subcontractors are used. Any sub-contractors must be approved by State of Delaware.

c. Multiple Proposals

Sub-contracting agencies may participate in multiple joint venture proposals.

22. STATE'S RIGHT TO AWARD MULTIPLE SOURCE CONTRACTING

Pursuant to 29 Del. C. § 6986, the State of Delaware may award a contract for a particular professional service to two or more bidders if the state agency makes a determination that such an award is in the best interest of the State of Delaware.

23. POTENTIAL CONTRACT OVERLAP

Bidders shall be advised that the State, at its sole discretion, shall retain the right to solicit for goods and/or services as required by its agencies and as it serves the best interest of the State. As needs are identified, there may exist instances where contract deliverables, and/or goods or services to be solicited and subsequently awarded, overlap previous awards. The State reserves the right to reject any or all bids in whole or in part, to make partial awards, to award to multiple bidders during the same period, to award by types, on a zone-by-zone basis or on a service by service or lump sum basis service by service, or lump sum total, whichever may be most advantageous to the State of Delaware.

24. SUPPLEMENTAL SOLICITATION

The State reserves the right to advertise a supplemental solicitation during the term of any contract resulting from this solicitation if deemed in the best interest of the State.

25. NOTIFICATION OF WITHDRAWAL OF PROPOSAL

Bidder may modify or withdraw its proposal by written request, provided that both proposal and request is received by the State of Delaware prior to the proposal due date. Proposals may be re-submitted in accordance with the proposal due date in order to be considered further.

26. REVISIONS TO THE RFP

If it becomes necessary to revise any part of the RFP, an addendum will be posted on the State of Delaware's website at bids.delaware.gov. The State of Delaware is not bound by any statement related to this RFP made by any State of Delaware employee, contractor, or its agents.

27. PROPOSAL CLARIFICATION

The Evaluation Team may contact any bidder in order to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Proposals may not be modified as a result of any such clarification request.

28. REFERENCES

The Evaluation Team may contact any customer of the bidder, whether or not included in the bidder's reference list, and use such information in the evaluation process. Additionally, the State of Delaware may choose to visit existing installations of comparable services or programs, which may or may not include bidder personnel. If the bidder is involved in such site visits, the State of Delaware will pay travel costs only for State of Delaware personnel for these visits.

29. AWARD OF CONTRACT

The final award of a contract is subject to approval by the State of Delaware. The State of Delaware has the sole right to select the successful bidder(s) for award, to reject any proposal as unsatisfactory or non-responsive, to award a contract to other than the lowest priced proposal, to award multiple contracts, or not to award a contract, as a result of this RFP.

Notice in writing to a bidder of the acceptance of its proposal by the State of Delaware and the subsequent full execution of a written contract will constitute a contract, and no bidder will acquire any legal or equitable rights or privileges until the occurrence of both such events.

a. RFP AWARD NOTIFICATION

After reviews of the proposal review committee report and its recommendation, and once the contract terms and conditions have been finalized, the State of Delaware will award/execute the contract which is then subject to the approval of a purchase order by the Secretary of the Department of Finance.

Any resulting contract shall be awarded to the bidder(s) whose proposal is most advantageous, taking into consideration the evaluation factors set forth in the RFP.

It should be explicitly noted that the State of Delaware is not obligated to award the contract to the bidder who submits the lowest priced proposal or the bidder who receives the highest total point score, rather the contract will be awarded to the bidder(s) whose proposal is the most advantageous to the State of Delaware. The award is subject to the appropriate State of Delaware approvals.

After a final selection is made, the winning bidder will be invited to negotiate a contract with the State of Delaware; remaining bidders will be notified in writing of their selection status.

30. COOPERATIVES

Bidders, who have been awarded similar contracts through a competitive bidding process with a cooperative, are welcome to submit the cooperative pricing for this solicitation. State of Delaware terms will take precedence.

31. EVALUATION REQUIREMENTS AND PROCESS

The Proposal Review Committee shall determine the bidders 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 bidders. The Committee may negotiate with one or more bidders during the same period and may, at its discretion, terminate negotiations with any or all bidders. The Committee shall make a recommendation regarding the award to the purchasing 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 bidder or bidders in the best interests of the State of Delaware. The Proposal Review Committee reserves the right to award to one or more than one bidder, in accordance to 29 Del. C. § 6986.

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

The Proposal Review Committee reserves the right to:

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

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 or responses to follow-up questions 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.

Bidders are encouraged to review the evaluation criteria and to provide a response that addresses each of the scored items. Evaluators will not be able to make assumptions about a bidder's capabilities so the responding bidder should be detailed in their proposal responses.

32. REJECTION OF PROPOSALS

The State of Delaware reserves the right to accept or reject any or all proposals or any part of any proposal, to waive defects, technicalities or any specifications (whether they be in the State of Delaware's specifications or vendor's response), to sit and act as sole judge of the merit and qualifications of each service offered, or to solicit new proposals on the same service or on a modified service which may include portions of the originally proposed service as the State of Delaware may deem necessary in the best interest of the State of Delaware.

33. STATE'S RIGHT TO CANCEL SOLICITATION

The State of Delaware reserves the right to cancel this solicitation at any time during the procurement process, for any reason or for no reason. The State of Delaware makes no commitments expressed or implied, that this process will result in a business transaction with any vendor.

This RFP does not constitute an offer by the State of Delaware. Bidder's participation in this process may result in the State of Delaware selecting your agency to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by the State of Delaware to execute a contract nor to continue negotiations. The State of Delaware may terminate negotiations at any time and for any reason, or for no reason.

34. RESERVED RIGHTS

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.
- SUPPLEMENTAL SOLICITATION: Advertise a supplemental solicitation during the term of resulting contracts from this RFP if deemed in the best interest of the State.

35. 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.

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.

36. 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 30 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.

37. 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.

38. FORMAL CONTRACT AND PURCHASE ORDER

The successful firm shall promptly execute a contract incorporating the terms of this RFP within thirty (30) 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.

39. 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.

40. BUSINESS AND PROFESSIONAL LICENSES

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 licenses and other relevant costs required in the performance of the contract shall be borne by the successful bidder. The bidder shall be properly licensed and authorized to transact business in the State of Delaware as defined in Delaware Code Title 30, Sec. 2502.

41. INSURANCE

Bidder recognizes that it is operating as an independent contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury

to or death of any and all persons, or injury to any and all property, of any nature, arising out of the bidder's negligent performance under any resulting contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the bidder in its negligent performance under any resulting contract.

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 the 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 therein, shall be submitted to DSCYF. The certificate holder is as follows:

Department of Services for Children, Youth & Their Families
Attn: Contracts Unit
Contract No: **CYF 25-01**
State of Delaware
1825 Faulkland Road
Wilmington, Delaware 19805

Nothing contained herein shall restrict or limit the Bidder's right to procure insurance coverage in amounts higher than those required by this Agreement. To the extent that the Bidder procures insurance coverage in amounts higher than the amounts required by this RFP, 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.

42. NON-DISCRIMINATION

In performing the services subject to this RFP the successful bidder, as set forth in Title 19 Delaware Code Chapter 7 Section 711, agrees that it will not discriminate against any employee or applicant with respect to compensation, terms, conditions or privileges of employment because of such individual's race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. The successful bidder 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.

43. 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.

44. CONTRACT DOCUMENTS

The RFP, the purchase order, and the executed contract between the State and the successful bidder(s) shall constitute the contract between the state and the bidder(s). In the event there is any discrepancy between any of these contract documents, the following order of documents governs so that the former prevails over the latter: contract, contract amendments, RFP, purchase order and bidder proposal. No other documents unless incorporated by reference in the contract shall be considered. These documents contain the entire agreement between the state and the firm.

45. APPLICABLE LAW

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

46. SCOPE OF AGREEMENT

If the scope of any provision of the resulting 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.

47. CONFIDENTIALITY OF BIDDER DOCUMENTS

The State of Delaware and its constituent agencies are required to comply with the State of Delaware Freedom of Information Act, 29 Del. C. § 10001, et seq. (“FOIA”). FOIA requires that the State of Delaware’s records are public records (unless otherwise declared by FOIA or other law to be exempt from disclosure) and are subject to inspection and copying by any person upon a written request. All proposals are subject to FOIA’s public disclosure obligations.

The State of Delaware wishes to create a business-friendly environment and procurement process. As such, the state respects the vendor community’s desire to protect its intellectual property, trade secrets, and confidential business information (collectively referred to herein as “confidential business information”). Proposals must contain sufficient information to be evaluated. If a bidder feels that they cannot submit their proposal without including confidential business information, they must adhere to the following procedure, or their proposal may be deemed unresponsive, may not be recommended for selection, and any applicable protection for the bidder’s confidential business information may be lost.

In order to allow the state to assess its ability to protect a bidder’s confidential business information, bidders will be permitted to designate appropriate portions of their proposal as confidential business information.

Bidder(s) **must** clearly identify which portions of its proposal it considers to be confidential business information. The proposal must include an explanation in good faith that the identified information is not “public record” as defined by 29 Del. C. § 10002, briefly stating the reasons that each designated section of the proposal meets the said definitions. Bidder(s) also have the option of providing a **second** electronic copy of the complete proposal which has had the identified confidential business information redacted.

Upon receipt of a proposal indicating the inclusion of confidential information the State of Delaware will determine whether the procedure described above has been followed. A bidder’s allegation as to its confidential business information shall not be binding on the state. The state shall independently determine the validity of any bidder designation as set forth in this section. Any bidder submitting a proposal or using the procedures discussed herein expressly accepts the state’s absolute right and duty to independently assess the legal and factual validity of any information designated as confidential business information. Accordingly, bidder(s) assume the risk that confidential business information included in a proposal may enter the public domain.