



State of Delaware

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

RFP# CYF16-03

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

SERVICE COMPONENTS

INTERSTATE COMPACT SERVICES

INFORMATIONAL BIDDERS CONFERENCE: **No Bidders' Conference**

PROPOSALS DUE: Tuesday August 16, 2016 by 2 pm ET

The RFP schedule is as follows:

Submit all questions to H. Ryan Bolles, DSCYF Procurement Administrator, at herbert.bolles@state.de.us **by COB August 8, 2016** to ensure a response prior to proposal due date.

None

There is no information bidders' conference associated with this RFP.

**Tuesday,
August 16,
2016
by 2:00 PM
ET**

Please submit 1 original proposal marked "ORIGINAL". Please submit 8 copies of your proposal marked "COPY". Please submit **1 electronic copy of your proposal on CD, DVD or flash drive.**

Proposals **must be delivered by 2:00 PM ET on Tuesday, August 16, 2016.**

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

You are encouraged to double-side copy/print your proposals.

Express Courier or hand deliver the sealed bids as follows:

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

**PROPOSAL
DELIVERY:**

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. 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.

**DEPARTMENT OF SERVICES FOR CHILDREN, YOUTH & THEIR FAMILIES
REQUEST FOR PROPOSAL FOR
INTERSTATE COMPACT SERVICES**

Background

The Department of Services for Children, Youth and Their Families (DSCYF) has as its *Mission*, “*To assist children, youth and families in making positive changes through services that support child and public safety, behavioral health and individual, family and community well-being. Our primary responsibility is to provide and manage a range of services for children who have experienced abandonment, abuse, adjudication, mental illness, neglect, or substance abuse; and we endorse a holistic approach to enable children to reach their fullest potential.*” The *Vision* of DSCYF is that “*our children are our future and our responsibility*” The *mission of the Division of Family services is to “promote the safety and well-being of children and their families through prevention, protection, and permanency.*

History

The Interstate Compact on the Placement of Children (ICPC) establishes uniform legal and administrative procedures governing the interstate placement of children and is statutory law in all 50 states, the District of Columbia and the U.S. Virgin Islands. The Compact provides for the protection of children who are placed into or out of Delaware for the purpose of foster care, relative care, adoption or probation and aftercare supervision. The Interstate Compact on the placement of Children ensures that children placed into a resource in Delaware are placed with care-givers who are safe, suitable and able to meet the child’s needs.

When a Delaware placement resource is identified for a dependent child from another state, DSCYF’s Division of Management Support Services’ Office of Interstate Compact is responsible for assessing the appropriateness of that placement resource (family). An Interstate Compact Home Study required by the Safe and Timely Interstate Placement of Foster Children Act of 2006 is to be conducted in accordance with Delaware State requirements, on any family proposed for relative care, foster care, adoption or reunification with a parent. If the home study is favorable and the DSCYF Compact Administrator approves the referral the child may be placed with that resource. During placement, supervision and supportive services are provided to the approved resource until the child is adopted, reaches age of majority 18th birthday, or custody is transferred and the case is closed by the ICPC Administrator.

DSCYF’s Division of Management Support Services is issuing this Request for Proposals which seeks responses from one or more qualified bidders to enter into a contract to conduct Interstate Compact Home Study and supervision services for dependent children.

Purpose

The purpose of the resulting contract(s) from this RFP is to ensure the following:

- 1) Each child requiring placement shall receive the maximum opportunity to be placed in a suitable environment and with persons or institutions having appropriate qualifications and facilities to provide a necessary and desirable degree and type of care.
- 2) The appropriate authorities in a state where a child is to be placed may have full opportunity to ascertain the circumstances of the proposed placement thereby promoting full compliance with applicable requirements for the protection of the child.

- 3) The proper authorities of the state from which the placement is made may obtain the most complete information on the basis of which to evaluate a projected placement before it is made (31 Del C. §381).

Goal

The successful bidder(s) will provide the home evaluation of the potential resource within a 60 day time frame for an out-of-state dependent child seeking a Delaware placement. Final recommendation of approval or denial shall be provided as soon as practical, but no later than one hundred eighty (180) calendar days. Types of home evaluations include Parent Home Study, Relative Home Study, Adoptive Home Study and Foster Home Study.

If the home is approved the successful bidder(s) will provide supervision and supportive services including at least monthly face to face visits with the child in the home. During placement, supervision and supportive services are provided to the approved resource until the child is adopted, reaches age of majority 18th birthday, or custody is transferred and the case is closed by the ICPC Administrator.

The successful bidder will have demonstrated experience understanding and properly assessing a placement resource for multiple sibling placements.

Target Population

The Interstate Compact on the Placement of Children, adheres to the legal and administrative procedures governing the interstate placement of children from birth to 18 years of age who are in the legal custody of another state. The custodial state, which identifies the Delaware placement resource, remains ultimately responsible for the child during placement.

Objective of Home Evaluation

The home evaluation will be a complete study of the home environment for purposes of assessing the safety and suitability of the child or children being placed in the home.

The home study will include two in-home visits including interviews with everyone that resides in the placement resource home.

The successful bidder(s) will be required to submit three paper copies of the home evaluation to the DSCYF Interstate Compact Administrator in a timely manner, but no more than sixty (60) working days except in the case of a Priority Request. Smaller size documents may be submitted by email.

Priority Referrals will be so identified, and the DSCYF Interstate Administrator will notify the contractor of the need for the expedited procedure. Priority Request home evaluations will be submitted to the DSCYF Interstate Administrator within 20 calendar days of receipt of the request by the contractor.

DSCYF anticipates the following average **monthly** service needs statewide:

- Approximately 10-12 **new** foster/adoptive home studies initiated. **This number does not reflect any ongoing home studies begun in previous months, but not yet completed.**
- 40-50 youth in **existing** placements requiring ongoing supervision and case management

The Home Evaluation Written Report will include:

- Date of Completion
- Dates of Home Visits

- Names of Placement Resources Present during home visits:
 - Name of child(ren), DOB
 - Names of proposed caretakers, DOB
 - Address of caretakers
 - Phone number
 - Other household members, DOB, Relationship to caretaker
 - Motivation to become a resource
 - Understanding the goal is to achieve permanency for the child or children
 - Proposed medical care of child
 - Experience in coping with medical or special needs children if any
 - Description of the number of bedrooms and child's sleeping arrangements
 - Name of parent/custodian
 - Specify if the child has any special needs
 - State child(ren)'s grade level
 - Resource educational background
 - Child abuse/neglect history
 - Arrest/conviction history
 - Substance abuse history
 - Mental health history
 - Parenting history
 - Family's understanding of the implications of abuse/neglect for the child(ren)
 - Family's understanding of good touch/bad touch
 - Family's philosophy on child rearing and discipline
 - Ability and commitment to care for child
 - Work history and family finances
 - Membership in community organizations
 - Transportation
 - Three Emergency Contacts and current phone numbers
 - Conclusions and recommendations including any areas of concern and assessment of training needs

Objective of Supervision

ICPC regulation 11 requires the agency that completed the home evaluation for placement of the child must also provide supervision. Supervision must include in-home face-to-face visits with the child at least once a month and beginning no later than 30 days from the date on which the child is placed and must be documented in the case file along with any other "contact". The purpose of face-to-face visits is to help ensure the on-going safety and well-being of the child and to gather relevant information to include in written reports. The majority of the contacts are required to be in the home where the child resides. The successful bidder will make reasonable effort to maintain contact with important connections in the child or children's life and it will be noted in the Quarterly Report.

Sibling Contact: The successful bidder will make reasonable effort to maintain contact with siblings and other significant individuals in the child's life, monthly phone calls to those people and ongoing communication with the resource about such contacts. Sibling contact will be noted in the Quarterly Report.

Transition plan for emancipating youth: At least six months prior to the youth's emancipation, the successful bidder will address the youth's transition plan and will be noted in the Quarterly Report.

Supervision Written Reports:

The first quarterly supervisory report will be titled: “Initial Quarterly Report”. Subsequent numbered Quarterly Reports will continue until the final report titled “Discharged Quarterly Report” is submitted. All quarterly supervisory reports will be submitted by email.

For critical incidents, significant events or possible placement disruptions telephone contact, email or additional follow-up reports are to be made promptly.

Recommendations for either continued placement or closure upon transfer of custody to the placement resource will be included in the quarterly supervisory reports.

A Discharge summary and ICPC 100B will be submitted to the DSCYF Administrator within 30 days of closure by email.

Reporting Requirements

The successful bidder(s) will provide a monthly census ordered by the child’s name and service provided during the month. It will include his or her placement name and case status. The successful bidder(s) and DSCYF ICPC Program Administrator will meet quarterly to confer on contract compliance and Interstate procedures.

Performance Measures

- Home evaluations submitted on time
- Quality/completeness of the written home evaluation
- Initial Supervisory Quarterly Report submitted on time
- Subsequent Supervisory Quarterly Reports submitted on time
- Discharge quarterly report submitted timely
- ICPC 100B Submitted timely

Reimbursement

Under the current contracts for these services DSCYF pays a flat fee per month inclusive of all services provided by the contractors. DSCYF is requesting bidders submit a **monthly rate** as part of their proposal. This **monthly rate** would continue to be all inclusive of costs. The successful Bidder must accept full payment by conventional check and/or other electronic means and/or procurement (credit) card at the State’s option, without imposing any additional fees, costs or conditions.

Bidders shall indicate what percentage of the estimated monthly needs are included in the proposed **monthly rate**.

Estimated Number of Awards: DSCYF intends to make one or more awards resulting from this RFP depending on the capacity of the bidders to provide statewide services, cost and any other consideration deemed appropriate by DSCYF.

Length of Award Period: The initial contract period is targeted to begin approximately October 1, 2016, for one or more years. Contract extension is contingent upon available funding and satisfactory performance. DSCYF expects a contractual relationship of (5) years resulting from this RFP.

Proposal Review

Proposals will be evaluated and rated by DSCYF staff and possibly other qualified professionals. DSCYF reserves the right to include non-DSCYF reviewers on the panel.

Responses must have these mandatory requirements to be considered:

- A narrative description demonstrating the bidder's understanding of these services and describing how the bidder will provide all services described above
- A narrative description of the bidding agency history demonstrating its experience providing these or similar services including its success and/or outcomes

All DSCYF Forms included in Appendix C of this RFP:

- Bidder Fact Sheet (available in MS Word format for editing where this RFP is posted)
- Assurances (included in this RFP)
- Certifications, Representation, and Acknowledgements (included in this RFP)
- Employing Delawareans Report (included in this RFP)

Proposal Evaluation Criteria

Each proposal will be evaluated using the following criteria:

1. **Compliance with requirements as stated in the RFP (25%)**
 - a. Are the objectives stated clearly? Are they specific, measurable, and feasible?
 - b. Do the objectives support and enhance the goals and objectives established by the Department?
 - c. Has the bidder demonstrated a commitment to permanency?
2. **Organizational capacity and capability to meet requirements to provide service described (ie. Staffing, financial condition, etc) (10%)**
 - a. Does the bidder organization and/or sponsoring agency have the capacity to carry out the project described?
 - b. Does the bidder organization and/or sponsoring agency have reputable experience necessary to carry out the project described?
3. **Service Delivery/Program Methods (20%)**
 - a. Are the mechanisms described for providing service timely and consistent with a conscientious delivery of service?
 - b. Does the proposal clearly describe the nature of the service and how, where, and by whom it will be delivered?
 - c. Can the methods described for delivering the service support the achievement of the Department and agency objectives as stated?
 - d. Are the time frames given for accomplishment realistic?
 - e. Has the bidder demonstrated the ability to understand and properly assess the home for multiple sibling placements?

4. **Service Delivery/Program Monitoring and Evaluation (10%)**
 - a. Does the proposal contain adequate procedures for assessing the effectiveness of the project?
 - b. Does the proposal adequately describe the agency's procedures for monitoring service? Is it clear how the agency will document receipt of the services by the target population?
 - c. Does the data presented demonstrate the quality and effectiveness of the service?
 - d. Does the agency require any form of regular internal or peer review of cases (when applicable)?

5. **Experience/Demonstrated Ability and Reputation (10%)**
 - a. History of the organization with DSCYF and/or other State agencies (i.e. accessibility, responsiveness, efficiency and effectiveness).

6. **Cost (25%)**
 - a. Is the proposed monthly cost competitive compared to the known market and other proposals?
 - b. Is the cost reasonable; i.e., can the objectives be accomplished for the cost proposed?
 - c. Has the bidder identified any "in-kind" funds?

APPENDIX B – Bidder Forms and Instructions

Submission Instructions

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

I. FORMAT

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

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

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

II. QUESTIONS

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

III. ETHICS LAW RESTRICTIONS

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

IV. PROPOSALS BECOME STATE PROPERTY

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

V. RFP AND FINAL CONTRACT

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

VI. PROPOSAL AND FINAL CONTRACT

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

VII. MODIFICATIONS TO PROPOSALS

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

VIII. COST OF PROPOSAL PREPARATION

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

IX. EVALUATION REQUIREMENTS AND PROCESS

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

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

The Proposal Review Committee reserves the right to:

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

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

X. REJECTION OF PROPOSALS

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

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

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

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

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

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

XII. STANDARDS FOR SUBCONTRACTORS

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

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

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

XIII. CONTRACT TERMINATION CONDITIONS

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

The State shall provide the Contractor with 15 days notice of conditions which would warrant termination. If after such notice the Contractor fails to remedy the conditions contained in the notice, the State shall issue the Contractor an order to stop work immediately and deliver all work and work in progress to the State. The State shall be obligated only for those services rendered and accepted prior to the date of notice of termination.

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

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

XIV. NON-APPROPRIATION

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

XV. FORMAL CONTRACT AND PURCHASE ORDER

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

XVI. INDEMNIFICATION

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

XII. LICENSES AND PERMITS

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

XIII. INSURANCE

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

The bidder shall maintain at its own cost for the term of any resulting contract and all extensions such insurance as will protect against claims under Worker’s Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. The vendor is an independent contractor and is not an employee of the Department of Services for Children, Youth and Their Families.

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

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

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

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

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

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

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

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

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

IX. 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.

X. 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.

XI. 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.

XII. 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.

XIII. SCOPE OF AGREEMENT

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

PLEASE SIGN THIS AND SUBMIT WITH THE PROPOSAL

ASSURANCES

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

The organization will 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 bidder or employee or service recipient because of race, creed or religion, age, sex, color, national or ethnic origin, handicap, or any other discriminatory basis or criteria.

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

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

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

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

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

Name of Organization's Authorized Administrator

Signature of Authorized Administrator

Date

PLEASE SIGN THIS FORM AND SUBMIT WITH THE PROPOSAL

CERTIFICATION, REPRESENTATION, AND ACKNOWLEDGEMENTS

By signing below, bidder certifies that:

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

The following conditions are understood and agreed to:

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

Name of Organization's Authorized Administrator

Signature of Authorized Administrator

Date

PLEASE COMPLETE AND SUBMIT WITH THE PROPOSAL

RFP Title: CYF 16-05 INTERSTATE COMPACT SERVICES

Bidder Name:	
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EMPLOYING DELAWAREANS REPORT

As required by House Bill # 410 (Bond Bill) of the 146th General Assembly and under Section 30, No bid for any public works or professional services contract shall be responsive unless the prospective bidder discloses its reasonable, good-faith determination of:

1.	Number of employees reasonable anticipated to be employed on the project:	
2.	Number and percentage of such employees who are bona fide legal residents of Delaware:	
3.	Percentage of such employees who are bona fide legal residents of Delaware:	
4.	Total number of employees of the bidder:	
5.	Total percentage of employees who are bona fide resident of Delaware:	
If subcontractors are to be used:		
1.	Number of employees who are residents of Delaware:	
2.	Percentage of employees who are residents of Delaware:	

“Bona fide legal resident of this State” shall mean any resident who has established residence of at least 90 days in the State.